

UPPER MORELAND TOWNSHIP

Regular Meeting

February 2, 2026 at 7:00 p.m.

AGENDA ITEMS ARE SUBJECT TO CHANGE

INSTRUCTIONS TO JOIN:

Go to Zoom.us. Click "Join a Meeting" Webinar ID: 917 5771 7982 Password: 182130
Join by Phone: Dial 1-929-205-6099 Webinar ID: 917 5771 7982 Password: 182130

***Residents requiring special accommodations:*

*please call the Township during normal business hours at 215-659-3100 x1058 or x1057***

I. Call Meeting to Order

II. Moment of Silent Meditation/Pledge of Allegiance

III. Roll Call

IV. Presentations:

- Magisterial District Judge Thomas P. Murt to conduct Oaths of Office and Swearing-in of:
 - Lieutenant James W. Robb
 - Lieutenant Todd C. Smith
 - Sergeant Mark E. Bouldin
 - Sergeant John J. McCleary

REGULAR MEETING

V. Public Comments – Non-Agenda Items Only

VI. Treasurer's Activity Report – January 2026 (attachment)

VII. Approval of Meeting Minutes

- A. Regular Meeting - January 12, 2026 (attachment)
- B. Reorganization Meeting – January 5, 2026 (attachment)

VIII. Committee Recommendations

A. Community Development Committee – January 26, 2026 - Canceled – The Committee has no recommendations for the Board of Commissioners consideration.

B. Public Health & Safety Committee – January 26, 2026 - Canceled – The Committee has no recommendations for the Board of Commissioners consideration.

C. Finance & Administrative Committee – January 26, 2026 - Canceled – The Committee recommends the Board of Commissioners take action on the following:

1. Appointments/Reappointments - There are no recommendations for the Board's consideration.

2. List of Bills Payable (attachment) – The Committee recommends the approval of:

General Funds Checks:

Beginning Check No.: 146537

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General:	\$ 1,062,526.23	Ending Check No.:	<u>146808</u>
Debt:	\$ 45.55	(Check No. 146631)	
Capital:	\$ -----		
Total:	\$ 1,062,571.78		
Voids:	<u>146540</u>		

Escrow Fund Checks:	Beginning Check No.:	<u>9988</u>
	Ending Check No.:	<u>9988</u>
Total: \$ 20.15		
Voids: 0		

Liquid Fuel Fund Checks:	Beginning Check No.:	<u>2334</u>
	Ending Check No.:	<u>2337</u>
Total: \$ 60,899.70		
Voids: -----		

4. Other Items

- Motion to Approve and Ratify** the Union Contracts between Upper Moreland Township and the Police Benevolent Association (PBA), Blue Collar and White Collar (attachments).

5. New Business

D. Parks and Recreation Committee – January 26, 2026 - Canceled

- Motion to Approve** advertising a Notice to Bidders for Woodlawn Park Renovation Project.

IX. Commissioner Comments:

A. Upcoming Township Meetings (based on Township calendar):

Date	Subject	Location	Time
2/3/2026	Historical Commission	Caucus Room	7 pm
2/4/2026	Environmental Advisory Council	Caucus Room	7 pm
2/9/2026	Community Development Committee Public Health & Safety Committee Finance & Administrative Committee Parks and Recreation Committee	Council Room	7 pm
2/12/2026	Zoning Hearing Board	Council Room	7 pm

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2/16/2026	Township Building Closed – Holiday – President's Day		
2/19/2026	Advisory Planning Agency	Caucus Room	5 pm
2/24/2026	Historical Association	Council Room	7 pm
2/25/2026	Democratic Committee	Council Room	7 pm
3/2/2026	Board of Commissioners Regular Meeting	Council Room	7 pm

X. Adjournment

TOWNSHIP OF UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215
Telephone (215) 659-3100 / Fax (215) 659-7363

COMMISSIONERS

KIP McFATRIDGE
President
SUSAN WORTH-LAMANNA
Vice President
SARAH BYRNES
DEMOND MULLEN
BENJAMIN W. OLSZEWSKI
SANDRA RICHMAN
JAY SILVERMAN



OFFICIALS

PATRICK T. STASIO
Township Manager
JOHN D. BATES
Assistant Township Manager/Director of Finance
ALEX H. LEVY
Township Treasurer
SEAN P. KILKENNY, ESQ.
Township Solicitor

LOYALTY OATH and OATH OF OFFICE

Commonwealth of Pennsylvania:

County of Montgomery:

I, **James W. Robb**, do solemnly swear that I will support, obey and defend the Constitution of the United States of America and the Constitution of this Commonwealth, and that I will uphold and obey the laws of the Commonwealth and that I will discharge the duties of Lieutenant with the Township of Upper Moreland with fidelity and without consideration of a person's race, color, sex, religious creed, sexual orientation, age, national origin, ancestry, handicap or disability.

James W. Robb

Notary Affidavit

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd DAY
OF FEBRUARY, 2026**

Magisterial District Judge Thomas P. Murt

My Commission Expires: _____

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JAY SILVERMAN



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Township Manager
JOHN D. BATES
Assistant Township Manager/ Director of Finance
ALEX H. LEVY
Township Treasurer
SEAN P. KILKENNY, ESQ.
Township Solicitor

LOYALTY OATH and OATH OF OFFICE

Commonwealth of Pennsylvania:

County of Montgomery:

I, **Todd C. Smith**, do solemnly swear that I will support, obey and defend the Constitution of the United States of America and the Constitution of this Commonwealth, and that I will uphold and obey the laws of the Commonwealth and that I will discharge the duties of Lieutenant with the Township of Upper Moreland with fidelity and without consideration of a person's race, color, sex, religious creed, sexual orientation, age, national origin, ancestry, handicap or disability.

Todd C. Smith

Notary Affidavit

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd DAY
OF FEBRUARY, 2026**

Magisterial District Judge Thomas P. Murt

My Commission Expires: _____

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JAY SILVERMAN



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Township Manager
JOHN D. BATES
Assistant Township Manager/ Director of Finance
ALEX H. LEVY
Township Treasurer
SEAN P. KILKENNY, ESQ.
Township Solicitor

LOYALTY OATH and OATH OF OFFICE

Commonwealth of Pennsylvania:

County of Montgomery:

I, **Mark E. Bouldin**, do solemnly swear that I will support, obey and defend the Constitution of the United States of America and the Constitution of this Commonwealth, and that I will uphold and obey the laws of the Commonwealth and that I will discharge the duties of Sergeant with the Township of Upper Moreland with fidelity and without consideration of a person's race, color, sex, religious creed, sexual orientation, age, national origin, ancestry, handicap or disability.

Mark E. Bouldin

Notary Affidavit

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd DAY
OF FEBRUARY, 2026**

Magisterial District Judge Thomas P. Murt

My Commission Expires: _____

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BENJAMIN W. OLSZEWSKI
SANDRA RICHMAN
JAY SILVERMAN



OFFICIALS

PATRICK T. STASIO
Township Manager
JOHN D. BATES
Assistant Township Manager/ Director of Finance
ALEX H. LEVY
Township Treasurer
SEAN P. KILKENNY, ESQ.
Township Solicitor

LOYALTY OATH and OATH OF OFFICE

Commonwealth of Pennsylvania:

County of Montgomery:

I, **John J. McCleary**, do solemnly swear that I will support, obey and defend the Constitution of the United States of America and the Constitution of this Commonwealth, and that I will uphold and obey the laws of the Commonwealth and that I will discharge the duties of Sergeant with the Township of Upper Moreland with fidelity and without consideration of a person's race, color, sex, religious creed, sexual orientation, age, national origin, ancestry, handicap or disability.

John J. McCleary

Notary Affidavit

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd DAY
OF FEBRUARY, 2026**

Magisterial District Judge Thomas P. Murt

My Commission Expires: _____

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TREASURER'S ACTIVITY REPORT January, 2026

GENERAL FUND:	EXPENDITURES	RECEIPTS	BALANCE
General Fund	\$ 2,532,152.99	\$ 2,784,291.86	\$873,630.76
Treasurer's Fund			\$100.00
Highway Fund			\$75.00
Secretary Fund			\$150.00
Finance Department			\$500.00
			<hr/> \$874,455.76

OTHER FUNDS:

Escrow Fund	\$ 148.06	\$ 5,968.00	\$522,087.75
Debt Fund	\$ 45.55	\$ 4,736.20	\$1,856,712.45

P.L.G.I.T. ACCOUNTS:

U.M. Twp. General Fund	\$ 975,891.80	\$ 390,599.09	\$2,464,138.28
Capital Reserve For Equip.	\$ -	\$ 169.34	\$56,038.67
Fire Truck Fund	\$ -	\$ 1.25	\$414.83
Liquid Fuels Fund	\$ 60,899.70	\$ 2,277.34	\$416,071.28
American Rescue Plan Act	\$ -	\$ 4,352.22	\$1,440,041.02
2021 Bond	\$ -	\$ 4.26	\$1,320.24
2022 Bond	\$ -	\$ 1,751.14	\$542,935.01
2025 Bond	\$ 216,909.12	\$ 12,230.20	\$3,616,806.06

NOTE: This monthly Treasurer's Report is a summary of receipts and expenditures only.

A complete Financial Statement is available for public review in the Township's

Finance Office.


ALEX LEVY

TREASURER, TAX COLLECTOR

January 2026 -- Treasurer's Report

**Upper Moreland Township
Board of Commissioners - Regular Meeting
January 12, 2026 Meeting Minutes**

Board of Commissioners Members: Commissioner and President, Clifton "Kip" McFatridge; Commissioner and Vice President Susan Worth-LaManna; Commissioners Jay Silverman, Demond Mullen, Benjamin Olszewski, Sandra Richman and Sarah Byrnes.

I. Call to Order: The Regular Meeting of the Board of Commissioners of Upper Moreland Township was called to order by Commissioner and Board President Clifton "Kip" McFatridge.

II. Moment of Silent Meditation/Pledge of Allegiance

III. Roll Call: Commissioner and Board President McFatridge, Commissioner and Board Vice President Worth-LaManna, Commissioners Silverman, Mullen, Olszewski, Richman and Byrnes. Also present were: Patrick T. Stasio, Township Manager and Sean Kilkenny, Township Solicitor.

IV. Announcements:

The Board of Commissioners met in an Executive Session prior to tonight's meeting to discuss legal and personnel matters.

V. Presentations:

- Proclamation to Lisa Muraika:
Fire Chief Ed Glassman read and presented a Life Saving Proclamation to Ms. Muraika.

REGULAR MEETING

VI. Public Comments – Non-Agenda Items Only – Nothing to report.

VII. Treasurer's Activity Report – December 2025:

- Commissioner Mullen motioned, seconded by Commissioner Olszewski and the Board of Commissioners approved by a vote of 7-0.

VIII. Approval of Meeting Minutes – December 1, 2025 Regular Meeting:

- Commissioner Worth-LaManna motioned, seconded by Commissioner Olszewski and the Board of Commissioners approved by a vote of 7-0.

IX. Committee Recommendations

A. Community Development Committee – December 15, 2025 – Canceled.

- Commissioner Mullen announced that the Community Development Committee has no recommendations for the Board's consideration.

B. Public Health & Safety Committee – December 15, 2025 – Canceled.

- Commissioner Richman announced that the Public Health & Safety Committee has no recommendations for the Board's consideration.

C. Finance & Administrative Committee – December 15, 2025 – Canceled.

The Committee recommends the Board of Commissioners take action on the following:

1. Appointments/Reappointments - There are no recommendations for the Board's consideration.

**Upper Moreland Township
Board of Commissioners - Regular Meeting
January 12, 2026 Meeting Minutes**

2. List of Bills Payable:
 - Commissioner Olszewski motioned, seconded by Commissioner Mullen and the Board of Commissioners approved by a vote of 7-0.
3. Other Items:
 - a. **Motion to approve Ordinance No. 1771** – Approving the 2026 Schedule of the Board of Commissioners' Meetings:
 - Mr. Stasio stated that the June 8th Regular Meeting has been corrected to June 1st, 2026.
 - Commissioner Worth-LaManna reminded that Yom Kippur begins on September 20th and the Committees Meetings will be held on September 21, 2026.
 - Commissioner Olszewski motioned, seconded by Commissioner Mullen and the Board of Commissioners approved by a vote of 7-0.
4. New Business – Nothing to report.

D. Parks and Recreation Committee – December 15, 2025 – Canceled

- Commissioner Byrnes announced that the Parks and Recreation Committee has no recommendations for the Board's consideration.

X. Commissioner Comments – Nothing to report.

A. Upcoming Township Meetings (based on Township calendar):

Date	Subject	Location	Time
1/15/2026	Advisory Planning Agency	Council Room	7 pm
1/19/2026	Township Building Closed – Holiday - Martin Luther King, Jr. Birthday Observance		
1/26/2026	Community Development Committee Public Health & Safety Committee Finance & Administrative Committee Parks and Recreation Committee	Council Room	7 pm
1/27/2026	Historical Association	Council Room	7 pm
1/28/2026	Democratic Committee	Council Room	7 pm
2/2/2026	Board of Commissioners Regular Meeting	Council Room	7 pm

XI. Visitor Comments – Nothing to report.

XII. Adjournment: There being no further business to discuss, the meeting was adjourned at 7:15 p.m.

Respectfully submitted by Kathleen Kristire.

**Upper Moreland Township
Board of Commissioners - Reorganizational Meeting
January 5, 2026 Meeting Minutes**

- I. **Call to Order:** The Reorganizational Meeting of the Board of Commissioners of Upper Moreland Township was opened by Commissioner Demond Mullen.
- II. **Moment of Silent Meditation/Pledge of Allegiance**
- III. **Announcements:**
The Board of Commissioners met in an Executive Session on December 8, 2025 to discuss personnel matters.
- IV. **Presentations to Commissioners Cheryl Lockard, Nicholas O. Scull, Charles M. Whiting and Jared Jacobs**
 - a. Commissioner Demond Mullen read and presented plagues in recognition of service to Upper Moreland Township residents to Commissioners Cheryl Lockard, Nicholas O. Scull, Charles M. Whiting and Jared Jacobs.
 - Commissioner Charles Whiting commented thanks and gratitude to the Board, Township staff and his wife, and wished the incoming Commissioners success in their new positions.
 - Commissioner Kip McFatridge thanked the outgoing Commissioners for their extensive time and service to the community.
- V. Presentation of **Certificates of Election** to Township Secretary:
 - Mr. Stasio stated that he is in receipt of all Certificates of Election from the following:

<input type="radio"/> Jay Silverman	Ward 1
<input type="radio"/> Sandra Richman	Ward 3
<input type="radio"/> Kip McFatridge	Ward 5
<input type="radio"/> Susan Worth-LaManna	Ward 6
<input type="radio"/> Sarah Byrnes	Ward 7
<input type="radio"/> Alex H. Levy	Township Tax Collector/Treasurer
- VI. Administration of **Oaths of Office by Judge Lori A. Dumas**:
 - Judge Dumas conducted the swearing-in and Oaths of Office for the following:

<input type="radio"/> Jay Silverman	Ward 1
<input type="radio"/> Sandra Richman	Ward 3
<input type="radio"/> Kip McFatridge	Ward 5
<input type="radio"/> Susan Worth-LaManna	Ward 6
<input type="radio"/> Sarah Byrnes	Ward 7
<input type="radio"/> Alex H. Levy	Township Tax Collector/Treasurer
- VII. **Roll Call:** Commissioners Demond Mullen, Benjamin Olszewski, Jay Silverman, Sandra Richman, Kip McFatridge, Susan Worth-LaManna and Sarah Byrnes. Also present were: Patrick T. Stasio, Township Manager and Jim Gallagher, Township Solicitor.
- VIII. **Motion to Approve and Nominate** the election of a Temporary Chairman:
 - Commissioner Worth-LaManna motioned, seconded by Commissioner McFatridge and the Board of Commissioners approved by a vote of 7-0 appointment of Commissioner Demond Mullen as Temporary Chairman of the Board of Commissioners.

Upper Moreland Township
Board of Commissioners - Reorganizational Meeting
January 5, 2026 Meeting Minutes

IX. **Motion to Approve and Nominate** the election of President of Board of Commissioners:

- Temporary Board Chairman and Commissioner Demond Mullen motioned, seconded by Commissioner Jay Silverman and the Board of Commissioners approved by a vote of 7-0 election of Commissioner Kip McFatridge as President of Board of Commissioners.

X. **Motion to Approve and Nominate** the election of Vice-President, Board of Commissioners:

- Commissioner Jay Silverman motioned, seconded by Commissioner Benjamin Olszewski and the Board of Commissioners approved by a vote of 7-0 election of Commissioner Susan Worth-LaManna as Vice-President of Board of Commissioners.

XI. **Motion to Approve** the reappointment of Patrick T. Stasio as Township Manager and Secretary to the Board of Commissioners:

- Board President and Commissioner Kip McFatridge motioned, seconded by Commissioner Benjamin Olszewski and the Board of Commissioners approved by a vote of 7-0 reappointment of Patrick T. Stasio as Township Manager and Secretary to the Board of Commissioners.

XII. **Motion to Approve** the reappointment of John D. Bates as Assistant Township Manager and Assistant Secretary to the Board of Commissioners:

- Board President and Commissioner Kip McFatridge motioned, seconded by Commissioner Demond Mullen and the Board of Commissioners approved by a vote of 7-0 reappointment of John D. Bates as Assistant Township Manager and Assistant Secretary to the Board of Commissioners.

XIII. **Motion to Approve** the reappointment of Patrick T. Stasio as Upper Moreland Township's Public Information Officer:

- Board President and Commissioner Kip McFatridge motioned, seconded by Commissioner Benjamin Olszewski and the Board of Commissioners approved by a vote of 7-0 reappointment of Patrick T. Stasio as Upper Moreland Township's Public Information Officer.

XIV. **Motion to Approve** the reappointment of KILKENNY Law, LLC as the Township Solicitor:

- Board President and Commissioner Kip McFatridge motioned, seconded by Commissioner Jay Silverman and the Board of Commissioners approved by a vote of 7-0 reappointment of KILKENNY Law, LLC as the Township Solicitor.

XV. **Motion to Approve** the reappointment of Gilmore & Associates, Inc. as the Township Engineer:

- Board President and Commissioner Kip McFatridge motioned, seconded by Commissioner Demond Mullen and the Board of Commissioners approved by a vote of 7-0 reappointment of Gilmore & Associates, Inc. as the Township Engineer.

XVI. **Motion to Approve** the appointment of Cheryl Lockard to the Vacancy Board:

- Board President and Commissioner Kip McFatridge motioned, seconded by Commissioner Benjamin Olszewski and the Board of Commissioners approved by a vote of 7-0 appointment of Cheryl Lockard to the Vacancy Board.

**Upper Moreland Township
Board of Commissioners - Reorganizational Meeting
January 5, 2026 Meeting Minutes**

XVII. Presidential Appointment of Committee Members of the Board of Commissioners:

- Board President and Commissioner Kip McFatridge appointed the members of the following Committees of the Board of Commissioners:
 - A. Community Development Committee
 - Commissioner Demond Mullen, Commissioner Sandra Richman and Board President and Commissioner Kip McFatridge to the Community Development Committee.
 - B. Finance and Administrative Committee:
 - Commissioner Jay Silverman, Commissioner Benjamin Olszewski and Commissioner Demond Mullen to the Finance and Administrative Committee.
 - C. Parks and Recreation Committee:
 - Commissioner Benjamin Olszewski, Commissioner Jay Silverman and Commissioner Sarah Byrnes to the Parks and Recreation Committee.
 - D. Public Health and Safety Committee:
 - Commissioner Sarah Byrnes, Board Vice President and Commissioner Susan Worth-LaManna and Commissioner Sandra Richman to the Public Health and Safety Committee.
- Board President and Commissioner Kip McFatridge announced that the Committees' Commissioners will meet and appoint the Chairs for their Committees.

XVIII. Presidential Appointments of Commissioners:

- Board President and Commissioner Kip McFatridge appointed members to the following:
 - A. On the Library Board:
 - Commissioner Jay Silverman as Library Board liaison.
 - B. On the Upper Moreland Historical Commission:
 - Board Vice President and Commissioner Susan Worth-LaManna as Upper Moreland Historical Commission liaison.
 - C. On the Police Pension Fund Committee:
 - Commissioner Benjamin Olszewski as Police Pension Fund Committee liaison.
 - D. On the Pennypack Ecological Restoration Trust (P.E.R.T.):
 - Commissioner Sandra Richman and Board Vice President and Commissioner Susan Worth-LaManna as Pennypack Ecological Restoration Trust (P.E.R.T.) liaisons.
 - E. On the Upper Moreland School District Board:
 - Commissioner Sarah Byrnes and Board President and Commissioner Kip McFatridge as Upper Moreland School District Board liaisons.

X. Commissioner Comments – Nothing to report.

XI. Visitor Comments – Nothing to report.

XII. Adjournment: There being no further business to discuss, the meeting was adjourned at 7:35 p.m.

Respectfully submitted by Kathleen Kristire.

REGULAR MEETING MONDAY EVENING FOR UPPER MORELAND TOWNSHIP

02/02/2026

JANUARY, 2026

BILLS PAID TO BE APPROVED

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*146537	AIR-VENT DUCT CLEANING, INC.	KITCHEN HOOD CLEANING	535.00	01-411-372-	535.00	535.00
01*146538	ALEX LEVY, PETTY CASHIER	REIMBURSEMENT PETTY CASH	35.00	01-401-240-	35.00	106.23
01*146539	ALLIED LANDSCAPE SUPPLY	REIMBURSEMENT PETTY CASH	71.23	01-430-240-	71.23	
		STRAW	72.00	01-430-200-	72.00	636.00
		STRAW	72.00	01-430-200-	72.00	
		CALCIUM PELLETS	492.00	01-454-200-	492.00	
***** VOIDED CHECK *****						
01*146541	AQUA PA	0001284700128470 Fitzwatertown	77.27	01-454-360-	77.27	77.27
01*146542	AQUA PA	0001284750128475 - DPW 11/18-1	517.71	01-409-360-	517.71	517.71
01*146543	AQUA PA	0001285030128503 Pileggi Pk 11	400.81	01-454-360-	400.81	400.81
01*146544	AQUA PA	0014793381052247 Orangemans 11	179.10	01-454-360-	179.10	179.10
01*146545	AQUA PA	0025017651465955 MMP 11/18-12/	154.90	01-454-360-	154.90	154.90
01*146546	AQUA PA	0001283930128393- APT A 11/19-	260.28	01-409-360-	260.28	260.28
01*146547	AQUA PA	0001284670128467- UMT 11/19-12	141.05	01-409-360-	141.05	141.05
01*146548	AQUA PA	0001285100128510- APT A 11/19-	261.00	01-409-360-	261.00	261.00
01*146549	ASCAP	ACCOUNT # 500638076: 2026 LICE	500.00	01-452-450-	500.00	500.00
01*146550	BEVERLY HILLS ENTERTAINMENT	DEPOSIT- POLAR PRANCE 02/12/26	195.00	01-452-450-	195.00	195.00
01*146551	BOB ROSSER	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	210.00
		2025 Q3 PHONE ALLOWANCE	105.00	01-401-320-	105.00	
01*146552	BRYNER CHEVROLET INC.	CAR 3501	538.90	01-430-330-	538.90	538.90
01*146553	CINTAS CORPORATION	CONTRACT SERVICES	305.15	01-409-450-	305.15	305.15
01*146554	CITY ELECTRIC SUPPLY	LIBRARY ELECTRICAL SUPPLIES	480.40	01-409-373-	480.40	480.40
01*146555	CLEAN NET USA	JANUARY 2026	2,075.00	01-409-450-	2,075.00	2,075.00
01*146556	COLLIFLOWER INC.	VEHICLE OPERATING EXPENSE	472.07	01-430-330-	472.07	928.75
		VEHICLE OPERATING EXPENSE	456.68	01-430-330-	456.68	
01*146557	COMCAST CABLE	8499101410242512 PILEGGI 12/29	336.37	01-401-320-	336.37	336.37
01*146558	COMCAST CABLE	8499101410258401 BOILEAU 01/03	336.37	01-401-320-	336.37	336.37
01*146559	COMCAST CABLE COMMUNICATIONS	BONNET LAND POLE RELOCATION	28,324.42	01-452-740-	28,324.42	
01*146560	CONTRACT CLEANERS SUPPLY INC.	MATERIALS & SUPPLIES	245.49	01-409-200-	245.49	245.49
01*146561	CONVERGE ONE INC.	Avaya CM S8300 Repair	1,492.00	01-401-320-	1,492.00	1,492.00
01*146562	DAHMIR LEE	Meal Reimbursement - Snow Stor	17.96	01-430-240-	17.96	17.96
01*146563	DAVE WALTER	Meal Reimbursement - Snow Stor	17.97	01-430-240-	17.97	17.97
01*146564	DAVID BURNS	Reimburse- Pesticide Exam	50.00	01-452-240-	50.00	50.00
01*146565	DAVID CHUBB	2025 BOOT ALLOWANCE	200.00	01-454-200-	200.00	200.00
01*146566	DAVID ELSIER	PW BOOT ALLOWANCE 2025	185.00	01-430-195-	185.00	185.00
01*146567	DAVIDHEISER'S INC.	STOPWATCH TEST & CERT	287.85	01-410-374-	287.85	287.85
01*146568	DELAWARE VALLEY TRUCK SERVICE INC.	CONTROL KIT	563.22	01-430-330-	563.22	563.22
01*146569	DELL MARKETING L.P.	POWER CORD	58.59	01-401-320-	58.59	6,380.03
		DELL DOC & ACCESSORIES	1,428.88	01-401-320-	1,428.88	
		(3) MONITORS	412.47	01-401-320-	412.47	
		DELL PRO 14 PLUS, DOCKS AND AC	4,480.09	01-401-320-	4,480.09	
01*146570	DISTRICT COURT 38-2-08	CV-443-2025 CERTIFIED MAIL	9.19	01-401-240-	9.19	9.19
01*146571	EAGLE POINT GUN	AMMUNITION	3,790.76	01-410-239-	3,790.76	3,790.76

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*146572	EAS WATER	SPRING WATER	103.79	01-409-450-	103.79	153.79
		DISPENSER RENTAL	50.00	01-409-450-	50.00	
01*146573	EASTERN AUTOPARTS WAREHOUSE	VEHICLE OPERATING EXPENSE	1,845.49	01-430-330-	1,845.49	1,845.49
01*146574	EASTERN MONTGOMERY COUNTY	2026 MEMBERSHIP RENEWAL: ACCT#	325.00	01-401-240-	325.00	325.00
01*146575	ED CAMPBELL	2025 Q4 phone allowance	105.00	01-401-320-	105.00	105.00
01*146576	ESI EQUIPMENT, INC.	02/01/26-01/31/27 SERVICE AGRE	3,188.00	01-411-372-	3,188.00	3,188.00
01*146577	FRANK CALLAHAN COMPANY, INC.	BOLT FLANGE	133.56	01-430-330-	133.56	133.56
01*146578	FRED BEANS PARTS	DECEMBER 2025 STATEMENT	4,728.15	01-430-330-	4,728.15	4,728.15
01*146579	FUREY & BALDASSARI, P.C.	11/28/25 - 12/30/2025	2,187.50	01-413-314-	2,187.50	2,187.50
01*146580	GANNETT PENNSYLVANIA LOCALIQ	DECEMBER 2025 STATEMENT - ZONI	3,134.21	01-413-340-	3,134.21	3,134.21
01*146581	GEORGE ALLEN PORTABLE	MMP 01/05/26 - 02/01/26	196.00	01-454-450-	196.00	294.00
01*146582	GLICK FIRE EQUIPMENT CO., INC.	FAIR OAKS 01/05/26 - 02/01/26	98.00	01-454-450-	98.00	
		Gasket Cover	153.54	01-411-372-	153.54	4,236.42
		QUINT 35 PAINT	4,082.88	01-411-372-	4,082.88	
01*146583	GRAINGER	HELMETS	2,832.57	01-410-260-	2,832.57	2,832.57
01*146584	HARRIELLE EMBROIDERY LTD	B.ERVIN SHIRTS	100.00	01-401-320-	100.00	100.00
01*146585	HAVIS-SHIELDS EQUIP.CORP.	COVER BELT	9.00	01-430-330-	9.00	9.00
01*146586	IRON MOUNTAIN	DECEMBER 2025	974.80	01-401-320-	974.80	974.80
01*146587	JEFFREY DILLON	Meal Reimbursement - Snow Stor	13.23	01-430-240-	13.23	13.23
01*146588	JENNIFER HARTIGAN	2025 Q4 MILEAGE REIMBURSEMENT	432.60	01-452-240-	432.60	537.60
		2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	
01*146589	JOE MOONEY	Meal Reimbursement - Snow Stor	35.16	01-430-240-	35.16	35.16
01*146590	JOHN BATES	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	105.00
01*146591	KEYSTONE FIRE PROTECTION CO	01/01/26 - 12/31/26 MONITORING	594.96	01-409-450-	594.96	594.96
01*146592	KEYSTONE RECOGNITION	(4) AIRFLYTE	528.00	01-401-200-	528.00	528.00
01*146593	LEVAN MACHINE & TRUCK	HOSES, CYLINDERS	627.81	01-430-330-	627.81	627.81
01*146594	LEXISNEXIS	DECEMBER 2025	176.00	01-401-240-	176.00	176.00
01*146595	MAC MEDICAL GASES, INC.	OXGYEN REFILL	41.49	01-430-330-	41.49	41.49
01*146596	MELISSA WINTERBORNE	REFUND 2026 DRAMARAMA	335.00	01-367-000-	335.00	335.00
01*146597	MICHAEL WATSON	Meal Reimbursement - Snow Stor	6.71	01-430-240-	6.71	6.71
01*146598	MIKE GIOVINAZZO	2025 Q1-3 Phone Allowance	315.00	01-401-320-	315.00	315.00
01*146599	PA DEP	TANKS 686621, 686623: 02/2026-	100.00	01-430-330-	100.00	100.00
01*146600	PA MUNICIPAL, INC	VEHICLE OPERATING EXPENSE	429.62	01-430-330-	429.62	596.07
		SHANK	166.45	01-430-330-	166.45	
01*146601	PAIGE McDOWELL	2025 BOOT ALLOWANCE	300.00	01-410-238-	300.00	300.00
01*146602	PATRICK STASIO	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	105.00
01*146603	PAUL PURTELL	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	105.00
01*146604	PECO ENERGY - PAYMENT PROCESSING	7324762111- Divison Ave 12/01-	19.50	01-454-360-	19.50	19.50
01*146605	PECO ENERGY - PAYMENT PROCESSING	1574466000 FITZWATERTOWN 11/13	574.81	01-454-360-	574.81	574.81
01*146606	PECO ENERGY - PAYMENT PROCESSING	8671424000 Byberry Apt 11/18-1	221.92	01-454-360-	221.92	221.92
01*146607	PECO ENERGY COMPANY	2026 RENT: LEASE # PECO-201001	500.00	01-454-450-	500.00	500.00
01*146608	PENDERGAST SAFETY	GLOVES	299.84	01-427-192-	299.84	532.44
		GLOVES	232.60	01-427-192-	232.60	
01*146609	PENNBOC	2026 MEMBERSHIP FIRE DEPARTMEN	510.00	01-411-372-	510.00	690.00
		2026 MEMBERSHIP - CODES DEPART	180.00	01-413-240-	180.00	
01*146610	PETER ADAMOW	REIMBURSE PESTICIDE EXAM	50.00	01-452-240-	50.00	50.00
01*146611	PETROCON CORPORATION	DIESEL	876.96	01-430-330-	876.96	876.96
01*146612	PTC E-Z PASS CUSTOMER SERVICE	NOVEMBER 2025	1,389.55	01-427-365-	1,389.55	1,389.55
01*146613	REWORLD WASTE, LLC	12/01 - 12/12/2025	21,891.43	01-427-365-	21,891.43	21,891.43
01*146614	RHOADS ENERGY	UTILITIES	1,498.16	01-409-360-	1,498.16	1,498.16

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*146615	ROBERT E. LITTLE, INC.	SHEAR BOLT	41.00	01-430-330-	41.00	104.90
		FRICITION DISC	63.90	01-430-330-	63.90	
01*146616	ROBERT LEGARD	Meal Reimbursement - Snow Stor	17.86	01-430-240-	17.86	17.86
01*146617	SJ FUEL SOUTH CO, INC	GASOLINE	2,492.27	01-430-330-	2,492.27	15,970.93
		DIESEL	3,797.54	01-430-330-	3,797.54	
		DIESEL	3,749.24	01-430-330-	3,749.24	
		GASOLINE	3,625.61	01-430-330-	3,625.61	
		GASOLINE	2,306.27	01-430-330-	2,306.27	
01*146618	SPENCER CARTIER	REIMBURSE 2025 Q4 MILEAGE	191.10	01-452-240-	191.10	296.10
		2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	
01*146619	STEPHANIE KOSHERZENKO	REFUND MINDS IN MOTION WINTER	150.00	01-367-000-	150.00	150.00
01*146620	STRATEGIC INVESTIGATIVE RESOURCES L	PROMOTIONAL PROCESS	4,650.00	01-410-317-	4,650.00	4,650.00
01*146621	T.W. REISS, INC.	BELTS	258.99	01-430-330-	258.99	258.99
01*146622	THE HARRISON GROUP, INC	HRA ADMINISTRATION MONTHLY MIN	180.00	01-486-156-	180.00	180.00
01*146623	TOWNSHIP PEST CONTROL CO.	Annual Pest Management	945.00	01-430-240-	945.00	4,066.50
		2026 UMT BUILDING PEST CONTROL	694.50	01-409-450-	694.50	
		2026 FIRE DEPARTMENT PEST CONT	935.00	01-409-450-	935.00	
		2026 TOWNSHIP MOSQUITO CONTROL	1,492.00	01-413-317-	1,492.00	
01*146624	TRUCK PRO	SLACK ADJUSTER	158.98	01-430-330-	158.98	172.98
		LOCK RING	14.00	01-430-330-	14.00	
01*146625	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	225.10	01-427-191-	225.10	901.34
		UNIFORM MAINTENANCE	225.11	01-430-191-	225.11	
		UNIFORM MAINTENANCE	225.57	01-427-191-	225.57	
		UNIFORM MAINTENANCE	225.56	01-430-191-	225.56	
01*146626	UPPER MORELAND SCHOOL DISTRICT	FALL 2025 PROGRAMMING	2,175.00	01-452-450-	2,175.00	2,175.00
01*146627	VICTOR SECURITY, INC.	FARMSTEAD - JANUARY 2026	205.00	01-454-450-	205.00	205.00
01*146628	W.B. MASON CO, INC	MATERIAL & SUPPLIES	109.09	01-410-200-	109.09	488.29
		MATERIAL & SUPPLIES	66.43	01-410-200-	66.43	
		MATERIAL & SUPPLIES	28.19	01-410-200-	28.19	
		MARKERS	94.94	01-413-200-	94.94	
		MATERIAL & SUPPLIES	3.39	01-410-200-	3.39	
		CALENDARS	77.97	01-413-200-	77.97	
		INDEX CARDS	14.39	01-413-200-	14.39	
		TONER	230.28	01-401-320-	230.28	
		Slip Case	40.79	01-401-320-	40.79	
		MATERIAL & SUPPLIES	-14.25	01-410-200-	-14.25	
		RETURNED ITEMS	-84.96	01-413-200-	-84.96	
		RETURNED ITEMS	-77.97	01-401-200-	-77.97	
01*146629	WARRINGTON ALARM COMPANY	01/01/26-03/31/26 BUEHLER, SHO	153.00	01-454-450-	153.00	325.50
		01/01/26-03/31/26 DPW MONITORI	172.50	01-409-450-	172.50	
01*146630	Y-PERS, INC.	WINTER GLOVES	82.63	01-454-200-	82.63	82.63
01*146632	MIKE GIOVINAZZO	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	105.00
01*146633	AQUA PA	WG Firehouse 11/18-12/17/25	246.84	01-411-360-	246.84	246.84
01*146634	AQUA PA	WG Fire Co 11/18-12/17/25	275.17	01-411-360-	275.17	275.17
01*146635	AQUA PA	WG FIRE STA 11/18-12/17/25	273.93	01-411-360-	273.93	273.93
01*146636	AQUA PA	WG FIRE STATION 11/18-12/17/25	257.34	01-411-360-	257.34	257.34
01*146637	BRIAN DOBAK	BULK REFUND, PERMIT # 159231	15.00	01-364-300-	15.00	15.00
01*146638	COMCAST CABLE	8499101380374931- UMT OFC 01/0	338.39	01-401-320-	338.39	338.39
01*146639	COMCAST CABLE	8499101410219510- VOLFIRE 12/1	549.65	01-401-320-	549.65	549.65
01*146640	COMCAST CABLE	8499101410427527- FIRE DEPT 12	111.52	01-411-360-	111.52	111.52

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*146641	COMCAST CABLE	8499101410218777- VOL FIRE 12/	116.46	01-411-360-	116.46	116.46
01*146642	COMCAST CABLE	8499101410185414 WG SUBSTA 01/	687.74	01-401-320-	687.74	687.74
01*146643	DOUGHERTY LANDSCAPING INC.	110 BONNETT LA - CUT HIGH GRAS	150.00	01-413-450-	150.00	150.00
01*146644	EAS WATER	11 FIVE GALLON WATER	82.84	01-411-360-	82.84	82.84
01*146645	EOGHAN QUIGG	FALL 2025 TUITION REIMBURSEMENT	2,520.00	01-411-240-	2,520.00	2,520.00
01*146646	EUREKA STONE QUARRY, INC.	COLD PATCH	100.32	01-430-200-	100.32	100.32
01*146647	GANNETT PENNSYLVANIA LOCALIQ	DECEMBER 2025	1,326.80	01-401-340-	1,326.80	1,326.80
01*146648	GLICK FIRE EQUIPMENT CO., INC.	LED LIGHT	59.36	01-411-250-	59.36	263.55
		FD1011 CAP RADIATOR	21.00	01-430-330-	21.00	
		FD-1011 RADIATOR CAP	183.19	01-430-330-	183.19	
01*146649	GRAINGER	BATTERIES, GLOVES	401.52	01-410-200-	401.52	401.52
01*146650	INDEPENDENCE BLUE CROSS	JANUARY 2026	261,005.51	01-486-156-	261,005.51	261,005.51
01*146651	IRON MOUNTAIN	OCT- 2025	807.95	01-401-320-	807.95	2,188.83
		DEC-2025	692.39	01-401-320-	692.39	
		NOV-2025	688.49	01-401-320-	688.49	
01*146652	JAMES KELLY, V	FALL 2025 TUITION REIMBURSEMENT	810.00	01-410-240-	810.00	810.00
01*146653	JAMES ROBB	2026 BOOT ALLOWANCE	166.96	01-410-238-	166.96	166.96
01*146654	JOE DOUGHERTY	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	105.00
01*146655	JOHN FUGELO	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	105.00
01*146656	KIMBALL MIDWEST	ADHESIVE	52.44	01-430-330-	52.44	52.44
01*146657	KYLE STUMP	FALL 2025 TUITION REIMBURSEMENT	2,700.00	01-411-240-	2,700.00	2,700.00
01*146658	MARK BOULDIN	REIMBURSE PARKING-WITNESS INTE	20.00	01-410-240-	20.00	20.00
01*146659	MCDONALD UNIFORMS	SHIPPING ON INVOICE 255164	15.50	01-411-238-	15.50	15.50
01*146660	MICHELLE PERKINS	2026 BOOT ALLOWANCE	119.99	01-410-200-	119.99	119.99
01*146661	MOSEN ROOFING SOLUTIONS	SECOND INSTALLMENT ROOF REPLAC	22,344.32	01-439-740-	22,344.32	33,424.29
		FINAL PAYMENT ROOF INSTALLMENT	9,829.97	01-439-740-	9,829.97	
		5 YEAR ROOF GUARDIAN PREVENTIV	1,250.00	01-438-300-	1,250.00	
01*146662	NAPA AUTO PARTS	DECEMBER 2025 STATEMENT	3,023.66	01-430-330-	3,023.66	3,023.66
01*146663	NEW ERA TECHNOLOGY	FIREWALL UPGRADES	11,118.61	01-401-320-	11,118.61	11,118.61
01*146664	NTOA	KELLY RUDDELL (106401) 2026 RE	50.00	01-410-240-	50.00	50.00
01*146665	PAUL NARRIGAN	2025 BOOT ALLOWANCE	300.00	01-410-238-	300.00	300.00
01*146666	PECO ENERGY - PAYMENT PROCESSING	WG FIRE CO GAS 11/10-12/10/25	63.51	01-411-360-	63.51	63.51
01*146667	PECO ENERGY - PAYMENT PROCESSING	6997499000- WGFC ELECTRIC 11/1	783.39	01-411-360-	783.39	783.39
01*146668	PECO ENERGY - PAYMENT PROCESSING	0759432222 WGFH G&E 11/12-12/1	2,567.19	01-411-360-	2,567.19	2,567.19
01*146669	PENNSYLVANIA CHIEFS OF POLICE ASSOC	2026 MEMBERSHIP- SCOTT BENDIG	150.00	01-410-240-	150.00	150.00
01*146670	PETROCON CORPORATION	BULK 15W40	2,543.62	01-430-330-	2,543.62	2,543.62
01*146671	POLICE EXECUTIVE RESEARCH FORUM	S. BENDIG 2026 PERF MEMBERSHIP	250.00	01-410-240-	250.00	250.00
01*146672	RHOADS ENERGY	HEATING OIL	734.28	01-409-360-	734.28	734.28
01*146673	ROBERT E. LITTLE, INC.	PARK & REC SNOW BLOWERS	510.51	01-430-330-	510.51	515.99
		SNOWBLOWER HANDLE	5.48	01-454-374-	5.48	
01*146674	SHAPIRO FIRE PROTECTION CO.	FIRE EXTINGUISHER SERVICE CALL	55.03	01-411-360-	55.03	55.03
01*146675	SIMONE COLLINS	DECEMBER 2025 - WOODLAWN PARK	3,605.50	01-454-740-	3,605.50	3,605.50
01*146676	SJ FUEL SOUTH CO, INC	400 GAL GASOLINE	908.31	01-430-330-	908.31	1,842.67
		400 GAL DIESEL	934.36	01-430-330-	934.36	
01*146677	SWIF	PAYMENT 6 OF 10, POLICY # 1000	3,999.00	01-411-354-	3,999.00	3,999.00
01*146678	TRUCK PRO	VALVES	331.58	01-430-330-	331.58	331.58
01*146679	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	447.85	01-427-191-	223.92	447.85
		UNIFORM MAINTENANCE	01-430-191-		223.93	
01*146680	VERIZON	45072491300147- 01/03-02/02/2	42.47	01-401-320-	42.47	42.47
01*146681	VERIZON	157523962000156: 12/17-01/16/2	279.18	01-411-360-	279.18	279.18

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*146682	W.B. MASON CO, INC	CALENDARS	80.34	01-413-200-	80.34	216.76
		CLIPS, POST-ITS	87.70	01-401-200-	87.70	
		LABELS	30.89	01-401-200-	30.89	
		HDMI CABLE, USB CABLE	17.83	01-401-320-	17.83	
01*146683	WITMER PUBLIC SAFETY GROUP	(3) BADGES	264.00	01-411-250-	264.00	729.20
		SENSIT METER REPAIR	232.60	01-411-250-	232.60	
		SENSIT METER REPAIR	232.60	01-411-250-	232.60	
01*146684	beMARKETING	2026 WEBSITE HOSTING	360.00	01-401-520-	360.00	360.00
01*146685	A.A. AFFORDABLE OVERHEAD DOORS	Repair of Buehler Park Garage	1,213.00	01-454-374-	1,213.00	1,560.25
01*146686	AIRGAS	OFFICE SIDE DOOR REPAIR	347.25	01-454-374-	347.25	
01*146687	ALFREDO DOS SANTOS OLIVEIRA	2 LARGE ARGON	124.34	01-430-330-	124.34	124.34
01*146688	ALLEN GREEN	DECEMBER 2025 STIPEND	900.00	01-411-329-	900.00	900.00
01*146689	AQUA PA	REFUND CANCELLATION DRAMARAMA	335.00	01-367-000-	335.00	335.00
01*146690	AQUA PA	204 HYDRANTS 09/30/25-12/31/25	19,816.56	01-411-363-	19,816.56	19,816.56
01*146691	AVAYA INC.	22 HYDRANTS 09/30/25-12/31/25	2,137.08	01-411-363-	2,137.08	2,137.08
01*146692	AVT	11/16/25 - 12/15/25	31.10	01-401-320-	31.10	31.10
		01/05/26 MEETING	525.00	01-401-320-	525.00	1,050.00
		01/12/26 MEETING	525.00	01-401-320-	525.00	
01*146693	BI-STATE CONSTRUCTION COMPANY	FINAL PAYMENT: MARYLAND RD BRI	125,970.80	01-430-372-	125,970.80	125,970.80
01*146694	CM3 BUILDING SOLUTIONS, INC.	FOUR T-STATS	654.00	01-409-373-	654.00	654.00
01*146695	COMCAST CABLE	8499101380374949 UMT OFC 01/09	88.50	01-401-320-	88.50	88.50
01*146696	COMCAST CABLE	8499101410169038 WG SUBSTN 01/	2.08	01-411-360-	2.08	2.08
01*146697	COMCAST CABLE	8499101380131182 UMT 01/11/26-	213.35	01-401-320-	213.35	213.35
01*146698	COMCAST CABLE	8499101410240870 BUHLER 01/17/	358.32	01-401-320-	358.32	358.32
01*146699	COMCAST CABLE	8499101410244682 MEMORIAL PK 0	171.53	01-401-320-	171.53	171.53
01*146700	COOPER MECHANICAL SERVICES	KITCHEN AIR TEST	420.00	01-409-373-	420.00	645.00
		LIBRARY BACKFLOW TEST	225.00	01-409-373-	225.00	
01*146701	CRIMEWATCH TECHNOLOGIES INC.	12/2025-11/2026 CONTRACT	4,903.72	01-410-317-	4,903.72	4,903.72
01*146702	DELL MARKETING L.P.	(4) DELL MONITORS	493.48	01-401-320-	493.48	493.48
01*146703	EASTBURN & GRAY PC	11/25/25 - 12/30/25	280.00	01-413-450-	280.00	280.00
01*146704	EUREKA STONE QUARRY, INC.	COLD PATCH	138.60	01-430-200-	138.60	390.72
		COLD PATCH	252.12	01-430-200-	252.12	
01*146705	FBI NATIONAL ACADEMY ASSOCIATES	01/01/26-12/31/26 EASTERN CHAP	150.00	01-410-240-	150.00	150.00
01*146706	H.A. BERKHEIMER, INC.	DECEMBER, 2025	1,977.95	01-402-312-	1,977.95	1,977.95
01*146707	HARRIELLE EMBROIDERY LTD	FACILITIES SHIRTS	291.00	01-401-320-	291.00	291.00
01*146708	INDEPENDENCE BLUE CROSS	FEBRUARY, 2026 HSA 3000/100	5,754.72	01-486-156-	5,754.72	5,754.72
01*146709	JAMES ROBB	REIMBURSE OFFICE SUPPLIES	76.30	01-410-200-	76.30	76.30
01*146710	JENNIFER DECKER	REFUND CANCELLATION ADULT CRAF	60.00	01-367-000-	60.00	60.00
01*146711	KATIE KOLLAR	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	105.00
01*146712	KING OF PRUSSIA RECYCLING	12/31/2025	8,050.58	01-427-384-	8,050.58	8,050.58
01*146713	LAURA NORRIS	DECEMBER 2025 STIPEND	1,050.00	01-411-329-	1,050.00	1,050.00
01*146714	LEGAL LIABILITY & RISK	FUGELO, STRANGE, GALLAGHER- SE	975.00	01-411-460-	975.00	975.00
01*146715	MATTHEW J HOCKER	REIMBURSE MILEAGE 01/05-01/16/	232.07	01-401-240-	232.07	232.07
01*146716	MEGAN DeLAURENTIS	2025 Q4 PHONE ALLOWANCE	105.00	01-401-320-	105.00	105.00
01*146717	MIKE COX	FALL 2025 TUITION REIMBURSEMENT	2,610.00	01-411-240-	2,610.00	2,610.00
01*146718	NASHEA FABLE	DECEMBER 2025 STIPEND	2,250.00	01-411-329-	2,250.00	2,250.00
01*146719	NEW HOLLAND FORD	2026 FORD EXPLORER VIN# XXXXX41	39,981.00	01-130-100-	39,981.00	39,981.00
01*146720	OCCUPATIONAL HEALTH CENTERS OF THE	01/07: POLICE	492.00	01-410-240-	492.00	1,101.00
		01/08, 01/09: FIRE	609.00	01-411-240-	609.00	
01*146721	PA CHIEFS' OF POLICE ASSOC.	2026 ACCREDITATION ANNUAL FEE	1,250.00	01-410-317-	1,250.00	1,250.00

CHECK NUMBER	PAYEE	DESCRIPTION	INV			CHECK AMOUNT
			AMOUNT	ACCOUNT	NUMBER	
01*146722	PA DEPT OF LABOR & INDUSTRY-B	FILE #: 32129 BOILER CERTIFICA	184.66	01-411-360-	184.66	184.66
01*146723	PAULA MESZAROS	12/11/25 HEARING	1,254.00	01-413-316-	1,254.00	1,254.00
01*146724	PECO ENERGY - PAYMENT PROCESSING	8654361222 TRAFFIC 12/03/25-01	1,068.63	01-430-373-	1,068.63	1,068.63
01*146725	PECO ENERGY - PAYMENT PROCESSING	1922155000 STREET 12/03/25-01/	112.72	01-409-360-	112.72	112.72
01*146726	PECO ENERGY - PAYMENT PROCESSING	1727462222 UMT STORAGE 12/05/2	44.87	01-409-360-	44.87	44.87
01*146727	PECO ENERGY - PAYMENT PROCESSING	MMP LOT 12/10/25-01/12/26: 199	12.14	01-454-360-	12.14	12.14
01*146728	PECO ENERGY - PAYMENT PROCESSING	0846428111 PILEGGI 12/10/25-01	1,048.75	01-454-360-	1,048.75	1,048.75
01*146729	PECO ENERGY - PAYMENT PROCESSING	2407347000 MMP LOT ENT 12/11/2	183.17	01-454-360-	183.17	183.17
01*146730	PECO ENERGY - PAYMENT PROCESSING	7816008000 MMP 12/11/25-01/13/	763.62	01-454-360-	763.62	763.62
01*146731	PENDERGAST SAFETY	VESTS	58.21	01-427-192-	58.21	58.21
01*146732	PENN POWER SYSTEMS	UMT MONITORING FEE 03/01/26-02	212.93	01-409-450-	212.93	212.93
01*146733	PENNSYLVANIA ONE CALL	MONTHLY ACTIVITY FEE	117.71	01-430-240-	117.71	117.71
01*146734	PLUMB & DRAIN, LLC	POLICE STATION MEN'S BATHROOM	861.55	01-409-373-	861.55	861.55
01*146735	POWER DMS	01/14/26 - 01/13/27 SUBSCRIPTI	10,295.48	01-410-317-	10,295.48	10,295.48
01*146736	REWORLD WASTE, LLC	12/16/25 - 12/31/25	22,916.80	01-427-365-	22,916.80	22,916.80
01*146737	ROOF WIZARDS	roof repair public works main	3,100.00	01-438-300-	3,100.00	3,100.00
01*146738	TELVUE CORPORATION	HARDWARE WARRANTY AND SUPPORT	495.00	01-401-450-	495.00	495.00
01*146739	THE KSA GROUP LLC	GRANT ASSISTANCE	9,000.00	01-401-450-	9,000.00	9,000.00
01*146740	THE PENNSYLVANIA STATE UNIVERSITY	APRIL, 2026 JOHN McCLEARY	834.00	01-410-240-	834.00	2,502.00
		APRIL, 2026 PRESTON MOYER	834.00	01-410-240-	834.00	
		APRIL, 2026 MARK WOLTEMATE	834.00	01-410-240-	834.00	
01*146741	THE STANDARD INSURANCE	POLICY: 1251130001	5,809.41	01-486-156-	5,809.41	5,809.41
01*146742	TOM SAWYER AUTO REPAIR	07/02/25-12/08/25 EMISSONS	270.00	01-430-330-	270.00	270.00
01*146743	TRI-STATE ELEVATOR CO., INC.	JANUARY 2026	187.37	01-409-373-	187.37	187.37
01*146744	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	472.33	01-427-191-	236.16	472.33
		UNIFORM MAINTENANCE		01-430-191-	236.17	
01*146745	UNITED STATES POSTAL SERVICE	PITNEY BOWES POSTAGE	4,000.00	01-401-240-	4,000.00	4,000.00
01*146746	VERIZON	250581599000177: 01/01/26-01/3	2,102.36	01-401-320-	2,102.36	2,102.36
01*146747	W.B. MASON CO, INC	COMMUNICATION EXPENSES	112.97	01-401-320-	112.97	429.46
		COMMUNICATION EXPENSES	230.55	01-401-320-	230.55	
		MATERIAL & SUPPLIES	71.96	01-401-200-	71.96	
		COMMUNICATION EXPENSES	13.98	01-401-320-	13.98	
01*146748	ALEX LEVY, PETTY CASHIER	REIMBURSE PETTY CASH	12.70	01-410-240-	12.70	226.22
		REIMBURSE PETTY CASH	23.00	01-409-373-	23.00	
		REIMBURSE PETTY CASH	4.00	01-401-240-	4.00	
		REIMBURSE PETTY CASH	186.52	01-401-200-	186.52	
01*146749	ARDMORE TIRE, INC.	FD-1011	3,330.96	01-430-330-	3,330.96	4,445.96
		VEHICLE OPERATING EXPENSE	505.00	01-430-330-	505.00	
		VEHICLE OPERATING EXPENSE	145.00	01-430-330-	145.00	
		VEHICLE OPERATING EXPENSE	465.00	01-430-330-	465.00	
01*146750	BARBARA ROTHERMEL	BULK REFUND - PERMIT# 159299	18.00	01-364-300-	18.00	18.00
01*146751	BOWMAN CONSULTING GROUP, LTD	DECEMBER 2025 - ROUTE 611 PROJ	97.50	01-430-313-	97.50	8,251.97
		DECEMBER 2025 - MARYLAND ROAD	4,492.50	01-430-313-	4,492.50	
		DECEMBER 2025 - UMT POWER LINE	3,504.47	01-430-313-	3,504.47	
		DECEMBER 2025 - 2400 PIONEER R	157.50	01-430-313-	157.50	
01*146752	BRIAN DONELAN	REIMBURSE MEAL - SNOW STORM 01	15.22	01-430-240-	15.22	15.22
01*146753	BURGER KING #1579	OCT, NOV, DEC 2025 PRISONER ME	253.22	01-410-240-	253.22	253.22
01*146754	CHARLES A. HIGGINS & SONS INC.	12/29/25 EASTON & MARYLAND ROA	350.00	01-430-373-	350.00	350.00
01*146755	COLLIFLOWER INC.	PVC HOSE	233.80	01-430-330-	233.80	233.80
01*146756	COMCAST CABLE	8499101410219510 VOL FIRE 01/1	571.89	01-401-320-	571.89	571.89

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*146757	CONTRACT CLEANERS SUPPLY INC.	MATERIALS & SUPPLIES	215.58	01-409-200-	215.58	313.69
		MATERIALS & SUPPLIES	98.11	01-409-200-	98.11	
01*146758	COTTMAN TRUCK & VAN OUTFITTERS	2026 EXPLORER - CAR #131	370.00	01-430-330-	370.00	370.00
01*146759	DAHMR LEE	REIMBURSE MEAL - STORM 01/25/2	18.07	01-430-240-	18.07	18.07
01*146760	DAVE WALTER	REIMBURSE MEAL - SNOW STORM 01	26.36	01-430-240-	26.36	44.80
		REIMBURSE MEAL - STORM 01/25/2	18.44	01-430-240-	18.44	
01*146761	DEJANA EQUIPMENT CO.	BODY UP SWITCH	64.00	01-430-330-	64.00	64.00
01*146762	DENNIS LEE	REIMBURSE MEAL - STORM 01/25/2	26.71	01-430-240-	26.71	26.71
01*146763	DONALD SEETON	REIMBURSE MEAL - SNOW STORM 01	17.08	01-430-240-	17.08	37.98
		REIMBURSE MEAL - STORM 01/25/2	20.90	01-430-240-	20.90	
01*146764	EAGLE POWER & EQUIPMENT CORP.	SENSOR, ALTERNATOR	695.16	01-430-330-	695.16	695.16
01*146765	EARTHBORNE INC.	LOW PROFILE BEA	93.61	01-430-330-	93.61	374.66
		PIN-FLEXI	71.70	01-430-330-	71.70	
		LED AMBER	23.47	01-430-330-	23.47	
		STEP - CAR #413	132.07	01-430-330-	132.07	
		WIPER BLADE	53.81	01-430-330-	53.81	
01*146766	EAS WATER	JANUARY 2026	291.56	01-409-450-	291.56	291.56
01*146767	GEORGE ALLEN PORTABLE	NORTH WG 01/23/26-02/19/26	98.00	01-454-450-	98.00	196.00
		TERWOOD RD 01/26/26-02/22/26	98.00	01-430-240-	98.00	
01*146768	GILMORE & ASSOCIATES	MPDES MS4 PROGRAM - 10/28/25-1	5,075.00	01-430-313-	5,075.00	36,385.39
		FAIRHILL COMMONS - 10/29/25	80.00	01-430-313-	80.00	
		Woodlawn Pk 10/29/25-11/19/25	12,794.26	01-430-313-	12,794.26	
		UMT Municipal Complex 10/27/25	12,299.83	01-130-100-	12,299.83	
		Cloud 10 Carwash 10/27/25-11/2	1,802.60	01-430-313-	1,802.60	
		2405-2425 Maryland Rd 11/04/25	1,685.00	01-430-313-	1,685.00	
		Huntingdon Valley CC 10/29/25-	1,846.20	01-430-313-	1,846.20	
		703 Fitzwatertown 10/28/25-11/	802.50	01-430-313-	802.50	
01*146769	GILMORE & ASSOCIATES, INC	232 Brook St 11/05/25-11/10/25	352.76	01-430-313-	352.76	13,843.28
		Mill Creek Dam 10/27/25-11/20/	8,022.50	01-430-313-	8,022.50	
		417 Manor Rd 10/29/25	200.00	01-430-313-	200.00	
		601 Davisville 11/03/25-11/11/	1,150.00	01-430-313-	1,150.00	
		2630 Pioneer Rd 11/13/25	517.50	01-430-313-	517.50	
		708 Lincoln Ave 11/19/25	422.50	01-430-313-	422.50	
		UMT General Svcs 10/27/25-11/21	3,025.52	01-430-313-	3,025.52	
		UMT Landscape 11/05/25	152.50	01-430-313-	152.50	
01*146770	GKO ARCHITECTS	UMT RENOVATIONS THROUGH NOVEMB	132,454.00	01-130-100-	132,454.00	132,454.00
01*146771	GRAINGER	WEB SLING	145.19	01-430-330-	145.19	145.19
01*146772	GRANTURK EQUIPMENT CO., INC.	Bushings	1,067.88	01-430-330-	816.40	1,589.55
		Shafts		01-430-330-	251.48	
		CAR #227	521.67	01-430-330-	521.67	
01*146773	HAVIS-SHIELDS EQUIP.CORP.	BELT COVER	6.30	01-430-330-	6.30	6.30
01*146774	JAYLEN LEWIS	REIMBURSE MEAL - STORM 01/25/2	17.57	01-430-240-	17.57	17.57
01*146775	JOSEPH MOONEY	REIMBURSE MEAL - STORM 01/25/2	24.49	01-430-240-	24.49	24.49
01*146776	KAREN WEEKES	PROOFREAD FALL 2026 NEWSLETTER	225.00	01-452-450-	225.00	225.00
01*146777	KILKENNY LAW	December 2025 UMT General	5,270.00	01-402-314-	5,270.00	16,163.17
		December 2025 LaRosa Builders	108.75	01-402-314-	108.75	
		December 2025 Liens	6,959.42	01-402-314-	6,959.42	
		December 2025 Tax Assessment A	119.00	01-402-314-	119.00	
		December 2025 BPT	1,666.00	01-402-314-	1,666.00	
		December 2025 Summary Matters	68.00	01-402-314-	68.00	

CHECK NUMBER	PAYEE	DESCRIPTION	INV	CHECK AMOUNT		
			AMOUNT		ACCOUNT NUMBER	AMOUNT
		December 2025 - 1740 County Li	1,428.00	01-402-314-	1,428.00	
		December 2025 BT Blair	391.00	01-402-314-	391.00	
		December 2025 KRE Group	68.00	01-402-314-	68.00	
		December 2025 Fred Beans	85.00	01-402-314-	85.00	
01*146778	KIMBALL MIDWEST	CONNECTOR (60)	33.00	01-430-330-	33.00	202.00
		TEE, ELBOW, ASSORTMENT	169.00	01-430-330-	169.00	
01*146779	MATTHEW MOYER	REIMBURSE MEAL - STORM 01/25/2	24.49	01-430-240-	24.49	24.49
01*146780	MICHAEL FISHER	REIMBURSE MEAL - SNOW STORM 01	12.16	01-430-240-	12.16	26.95
01*146781	MICHAEL GIOVINAZZO	REIMBURSE MEAL - STORM 01/25/2	14.79	01-430-240-	14.79	
01*146782	MICHAEL WATSON	REIMBURSE MEAL - SNOW STORM 01	12.72	01-430-240-	12.72	
01*146783	PA MUNICIPAL, INC	REIMBURSE MEAL - STORM 01/25/2	20.22	01-430-240-	20.22	
		DRIVE CHAIN	71.17	01-430-330-	71.17	3,586.41
		ADJUSTING SCREW	329.00	01-430-330-	329.00	
		AUGER BEARING, SHIPPING	112.43	01-430-330-	112.43	
		IDLER BRACKET, SPROCKET, SHIPP	424.71	01-430-330-	424.71	
		DRAG CHAIN, SHIPPING	2,649.10	01-430-330-	2,649.10	
01*146784	PECO ENERGY - PAYMENT PROCESSING	WGFC Gas 12/10-01/12/26	126.59	01-411-360-	126.59	126.59
01*146785	PECO ENERGY - PAYMENT PROCESSING	WGFC Elec 12/10-01/12/26	1,894.29	01-411-360-	1,894.29	1,894.29
01*146786	PECO ENERGY - PAYMENT PROCESSING	5331261222 MEMORIAL DR 12/12-0	86.14	01-454-360-	86.14	86.14
01*146787	PECO ENERGY - PAYMENT PROCESSING	0759432222 WGFH 12/12/25 - 01/	3,089.04	01-411-360-	3,089.04	3,089.04
01*146788	PECO ENERGY - PAYMENT PROCESSING	7061714000 MEMORIAL PK 12/12-0	97.66	01-454-360-	97.66	97.66
01*146789	PECO ENERGY - PAYMENT PROCESSING	8113932222 UMT ELEC 12/13-01/1	3,655.35	01-409-360-	3,655.35	3,655.35
01*146790	PECO ENERGY - PAYMENT PROCESSING	2372354111 LIBRARY 12/13/-01/1	3,265.47	01-409-360-	3,265.47	3,265.47
01*146791	PECO ENERGY - PAYMENT PROCESSING	755137222 GAS 12/13-01/15/26	2,400.80	01-409-360-	2,400.80	2,400.80
01*146792	PECO ENERGY - PAYMENT PROCESSING	1574466000 FITZWATER TOWN 12/13	894.36	01-454-360-	894.36	894.36
01*146793	RAZZI RADIATOR & AIR CONDITIONING	NEW RADIATOR	260.00	01-430-330-	260.00	260.00
01*146794	REWORLD WASTE, LLC	01/02/2026 - 01/15/2026	20,294.77	01-427-365-	20,294.77	20,294.77
01*146795	RHOADS ENERGY	HEATING OIL	561.29	01-409-360-	561.29	561.29
01*146796	ROBERT J. KENNEDY	TRITON D10	4,150.00	01-430-330-	4,150.00	4,248.50
		SHOP TOOLS	98.50	01-430-330-	98.50	
01*146797	ROBERT LEGARD	REIMBURSE MEAL - STORM 01/25/2	19.97	01-430-240-	19.97	19.97
01*146798	SJ FUEL SOUTH CO, INC	700 GAL DIESEL	1,640.79	01-430-330-	1,640.79	10,810.49
		GASOLINE 1000 GAL	2,278.16	01-430-330-	2,278.16	
		1000 GAL DIESEL	2,343.99	01-430-330-	2,343.99	
		1000 GASOLINE	2,246.36	01-430-330-	2,246.36	
		1000 GAL DIESEL	2,301.19	01-430-330-	2,301.19	
01*146799	STEVE LIEBERS	REIMBURSE SHOP MEAL - SNOW STO	38.00	01-430-240-	38.00	38.00
01*146800	T.W. REISS, INC.	TRUFUEL	125.93	01-430-330-	125.93	125.93
01*146801	THE MILLER FINANCIAL GROUP	ALEX LEVY BOND 01/01/2026 - 12	6,450.00	01-403-353-	6,450.00	6,450.00
01*146802	TRUCK PRO	SLACK ADJUSTER, SPRING BRAKE	469.60	01-430-330-	469.60	492.72
		CLEVIS PIN	23.12	01-430-330-	23.12	
01*146803	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	486.32	01-427-191-	243.16	932.69
		UNIFORM MAINTENANCE	01-430-191-		243.16	
		VEHICLE OPERATING EXPENSE	446.37	01-430-330-	446.37	
01*146804	VERIZON WIRELESS	12/17/25 - 01/16/26	3,302.92	01-401-320-	3,302.92	3,302.92
01*146805	VICTOR SECURITY, INC.	FARMSTEAD 02/01/26 - 02/28/26	102.50	01-454-450-	102.50	218.00
01*146806	W.B. MASON CO, INC	PILEGGI PK 02/01/26-04/30/26	115.50	01-454-450-	115.50	
		MATERIAL & SUPPLIES	1,038.47	01-401-200-	1,038.47	2,043.91
		MATERIAL & SUPPLIES	789.90	01-401-200-	789.90	
		MATERIAL & SUPPLIES	151.06	01-401-200-	151.06	

CHECK NUMBER	PAYEE	DESCRIPTION	INV	CHECK	
			AMOUNT	ACCOUNT NUMBER	AMOUNT
		MATERIAL & SUPPLIES	17.99	01-401-200-	17.99
		MINOR EQUIPMENT EXPENSES	46.49	01-401-260-	46.49
01*146807	WILLOW TREE & LANDSCAPE SER. INC	4 DYING ASH TREES - FARMSTEAD	1,535.00	01-454-450-	1,535.00
01*146808	Y-PERS, INC.	GRABBER ORANGE	163.51	01-430-330-	163.51
04*9988	NANCY KOLLER	REIMBURSE GAC SUNSHINE COMMITT	20.15	04-384-100-	20.15
23*146631	RICOH USA, INC.	LEASE PAYMENTS 01/15/26 - 02/1	45.55	23-471-600-	45.55
35*3234	MORTON SALT	181.30 BULK SALT	11,532.50	35-432-245-	11,532.50
		112.64 BULK SALT	7,165.03	35-432-245-	7,165.03
		135.47 BULK SALT	8,617.25	35-432-245-	8,617.25
		44.97 BULK SALT	2,860.54	35-432-245-	2,860.54
		22.01 BULK SALT	1,400.05	35-432-245-	1,400.05
35*3235	PECO ENERGY - PAYMENT PROCESSING	11/13-12/13/2025	3,977.98	35-434-361-	3,977.98
35*3236	MORTON SALT	313.75 STO BULK SALT	19,957.64	35-432-245-	19,957.64
35*3237	PECO ENERGY - PAYMENT PROCESSING	2535420100 12/13-01/15/26	5,388.71	35-434-361-	5,388.71

GRAND TOTAL OF CHECKS = 1,123,491.63

TOWNSHIP OF UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215
Telephone (215) 659-3100 / Fax (215) 659-7363

COMMISSIONERS

KIP McFATRIDGE
President
SUSAN WORTH-LAMANNA
Vice President
SARAH BYRNES
DEMOND MULLEN
BENJAMIN W. OLSZEWSKI
SANDRA RICHMAN
JAY SILVERMAN



OFFICIALS

PATRICK T. STASIO
Township Manager
JOHN D. BATES
Assistant Township Manager / Director of Finance
ALEX H. LEVY
Township Treasurer
SEAN P. KILKENNY, ESQ.
Township Solicitor

Agenda Summary

Board of Commissioners Regular Meeting – February 2, 2026

Agenda Item: **Approval and Ratification of Three (3) Union Contracts**

Prepared by: Patrick Stasio, Township Manager

Attachments: **PBA Collective Bargaining Agreement**

- PBA Pension Addendum
- PBA Heart and Lung Policy
- PBA Drug Testing Policy

Teamsters Local 107 – Blue Collar Contract

- Substance Abuse Handbook
- Family Medical Leave Policy
- List of Essential Positions
- Vehicle Classification List

Teamsters Local 107 – White Collar Contract

- Substance Abuse Handbook
- Family Medical Leave Policy
- List of Essential Positions

Background/Analysis:

In August 2025, the Board of Commissioners authorized the Township Manager, and his team, to begin discussions with the three unions to extend the three contracts (PBA, Blue Collar, White Collar) for a period of two years. The contracts, which all expire on December 31, 2026, were to remain as is, with two exceptions: (1) the contracts would expire on December 31, 2028; and, (2) the employee pay increases for 2027 and 2028 would be negotiated. After discussions with the three unions, we reached an agreement in December 2025, as discussed with the Board of Commissioners.

Effective dates: January 1, 2027 through December 31, 2028. The pay increase for all employees for 2027 is 3.8% and the pay increase for 2028 is 3.3%.

Fiscal Impact/Sources:

Township staff has reviewed the impact of these increases and will calculate the increases into future budgeting.

Alternatives:

N/A

Staff Recommendation:

Recommend the Board of Commissioners approve at the February 2, 2026 Regular Meeting.

Equal Opportunity Employer

VISIT US ON THE WEB @ www.uppermoreland.org

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TOWNSHIP OF UPPER MORELAND

and

**UPPER MORELAND TOWNSHIP POLICE
BENEVOLENT ASSOCIATION**

Effective

January 1, 2027

Through

December 31, 2028

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made by and between the TOWNSHIP OF UPPER MORELAND, BOARD OF COMMISSIONERS, a township of the First Class with its offices at 117 Park Avenue, Willow Grove, Pennsylvania 19090-3215, hereinafter referred to as the "Township", of the one part, and the UPPER MORELAND TOWNSHIP POLICE BENEVOLENT ASSOCIATION, an incorporated association of 117 Park Avenue, Willow Grove, Pennsylvania 19090-3215, hereinafter referred to as the "P.B.A.", the exclusive bargaining agent for the Police Employees employed by the Township, of the other part.

WITNESSETH:

ARTICLE I – TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 2027, and will continue in effect through December 31, 2028. In the event that the parties have not agreed upon a new, modified or replacement agreement, this Agreement shall remain in effect until a subsequent agreement or modification hereof is reached.

ARTICLE II – DEFINITIONS

The following terms, when used in this Agreement, shall have the meaning ascribed to them in this article, except in those instances in which the context clearly indicates otherwise:

2.01. "AGREEMENT". The term "AGREEMENT" shall mean this Collective Bargaining Agreement between the P.B.A. and the Township.

2.02. "ANNIVERSARY DATE". The term "ANNIVERSARY DATE" shall be the date in each year that coincides with the date of the commencement of the Police Employee's employment as a full time sworn Police Officer for the Township.

2.03. "BASE ANNUAL SALARY". The term "BASE ANNUAL SALARY" shall be defined to be that sum of money established on an annual basis as the salary of any given step or for any given rank of Police Officer and is exclusive of any amount for the longevity pay benefit, K-9, special duty pay, or any other additional amounts paid as compensation.

2.04. "BASE HOURLY WAGE RATE". The term "BASE HOURLY WAGE RATE" shall be defined to be that sum of money which is determined by dividing the BASE ANNUAL SALARY by 2080 hours and adding the longevity pay benefit, K-9, and special duty pay.

2.05. "BOARD OF COMMISSIONERS". The term "BOARD OF COMMISSIONERS" shall be defined to mean the Commissioners of the Township and their duly elected or appointed successors in office.

2.06. "CHILD". The word "CHILD" shall mean all natural children of a Police Employee, as well as adopted children and also includes dependent step-children, who reside in the same household as the Police Employee.

2.07. "COURT". The word "COURT" shall mean any Court of Common Pleas, Federal District Court, Appellate Court, any Administrative Agency hearing or Commonwealth Agency hearing.

2.08. "CPI-U". The term "CPI-U" shall mean the Consumer Price Index-Philadelphia Area – All Urban Consumers, as published by the Department of Labor of the United States for the applicable time period last preceding the application of such CPI-U to calculate any increase in any amount under this Agreement.

2.09. "DISABILITY" shall mean a total and permanent disability which prevents the Police Employee from performing the normal and usual functions and duties of the occupation of a Police Officer, as a consequence of which the Police Employee receives an Honorable Discharge, under and pursuant to the Police Civil Service provisions, as amended 53 P.S. §53270.

a) A "SERVICE CONNECTED DISABILITY" shall mean any disability which arises from any disease, condition, injury or impairment suffered by the Police Employee as a result of or during the performance of his or her duty as a Police Officer of the Township.

b) A "NON-SERVICE CONNECTED DISABILITY" shall mean any other disability other than a Service Connected Disability.

2.10. "DISTRICT JUSTICE COURT". The term "DISTRICT JUSTICE COURT" shall be defined to mean any magisterial or justice of the peace level hearing referred to generally as the "Minor Judiciary", established under and pursuant to Section 102, Judicial Code, 42 Pa. C.S.A. §102-, i.e. a hearing before a Court not of record.

2.11. "FINAL AVERAGE MONTHLY COMPENSATION". The term "FINAL AVERAGE MONTHLY COMPENSATION" shall mean the sum of the Police Employee's total earnings, compensation and wages which is earned or payable in the Police Employee's final thirty-six (36) months of service, divided by thirty-six (36). Compensation includes the Police Employee's Base Annual Salary, overtime pay, vacation pay, longevity increment pay, K-9 and special duty pay, shift differential, holiday pay, sick pay, incentive pay or bonuses, court time, on-call pay, and any other direct monetary compensation, excluding, however, reimbursed expenses, non-monetary compensation such as fringe benefits paid by the township, and payments made in lieu of expenses. For Police Employees hired after July 1, 2003, the computation of a police employee's Final Average Monthly Compensation shall not

include any lump sum payments for accrued but unused leave time, including holiday time, which was earned outside of the last thirty-six (36) months of the police employee's employment.

2.12. "GRIEVANCE" – A grievance shall be defined as a dispute between the parties involving the interpretation or application of the provisions of this Agreement or a dispute regarding disciplinary matters. An Officer shall have the option, regarding disciplinary matters covered by the Civil Service, to file either a grievance or a Civil Service appeal within the applicable defined timeframe.

2.13. "NEGOTIATING COMMITTEE" shall mean the elected or designated representatives of the P.B.A.

2.14. "POLICE CHIEF". The term "POLICE CHIEF" or "Chief of Police" shall mean the duly appointed Chief of Police of the Township Police Department appointed to that rank by the Board of Commissioners.

2.15. "POLICE DEPARTMENT" shall mean the Upper Moreland Township Police Department, including all sworn personnel except the Police Lieutenants and Police Chief.

2.16. "POLICE EMPLOYEE". The term "POLICE EMPLOYEE" shall be defined to mean a duly appointed and sworn Police Officer who is employed by the Township Police Department, and who is included within the bargaining unit recognized by the Township which includes Patrol Officers, Detectives, and Sergeants. The term excludes the Police Lieutenants, the Police Chief, the Animal Control Officer, the Service Officer, dispatchers, school crossing guards and secretaries.

2.17. "PREMIUM PAY". The term "PREMIUM PAY" shall be defined as or referred to as the "overtime" rate of pay which shall be calculated by multiplying the Base Hourly Wage Rate by one and one-half (1 ½ x) times.

2.18. "PROBATIONARY POLICE EMPLOYEE". The term "PROBATIONARY POLICE EMPLOYEE" shall be defined as an individual who has been duly appointed, sworn, and employed as a Police Officer by the Township on a full time basis but who has not completed twelve (12) months of continuous service. For purposes of computing an officer's probationary period, the twelve-month period shall begin upon the latter of the following two events: (1) the date on which the officer has obtained his Act 120 certification; or (2) the date on which the officer is appointed as a police officer by the Board of Commissioners.

2.19. "RETIREMENT". The word "RETIREMENT" shall be defined to be the status which occurs upon the voluntary or involuntary termination of a Police Employee from active service and employment as a Police Officer with the Township for any reason on or after the date that such Police Employee has rendered the required minimum number years of service required to vest a pension entitlement under the Township's Police Pension Plan.

Police Employees hired after June 1, 2015 through June 22, 2022 the following "Retirement" definition shall apply: The word retirement shall be defined to be the status which occurs upon the voluntary or involuntary termination of a Police Employee from active service as a Police Officer with the Township for any reason on or after the date that such employee has reached his 50th birthday and completed 25 years of continuous service or is honorably discharged because of disability.

For police officers hired after June 22, 2022 the retirement age shall be raised to age 55. Such officer thus may retire with a normal age and service retirement benefit only after reaching the age of 55 and completing 25 years of continuous service or is honorably discharged because of disability.

Effective June 22, 2023, the Pension Plan shall provide for an early retirement benefit to be provided consistent with Section 771(i) of Act 600, 53 Pa. Stat. Ann. § 771(i). The early retirement benefit shall be provided to a member of the police force with twenty (20) or more years of service who terminates employment prior to the completion of superannuation retirement age and service requirements and who files a written application for an early retirement benefit with the governing body of the Township. The early retirement benefit shall become effective as of the date the application is filed with the governing body or the date designated on the application, whichever is later, and shall be the actuarial equivalent of a partial superannuation retirement benefit calculated in accordance with the terms of 53 Pa. Stat. Ann. § 771(i).

2.20. "TOWNSHIP" shall mean Upper Moreland Township.

2.21. "TOWNSHIP MANAGER". The term "TOWNSHIP MANAGER" shall be defined to mean the duly appointed chief executive officer of the Township appointed to that position by the Board of Commissioners.

2.22. "VEST" or "VESTING". The terms "VEST" or "VESTING" shall mean, the right or the obligation, as the case may be, of the Police Employee who is a Police Pension Plan participant, after meeting certain service requirements as is set forth in the Police Pension Plan to retain a right to all or to a part of his or her accrued benefits, without regard to the fact that a Police Employee may separate from service or terminate his or her employment as a full-time Police Officer with the Township prior to the specified Normal Retirement Age or the Specified Normal Years Of Service in the Police Pension Plan, or the obligation to have the Plan retain any Police Employee contributions from such Police Employee for future benefits.

2.23. "WORKING DAYS". The term "WORKING DAYS" as used in this Agreement when referring to any time limits for the giving of any notice or the rendering of any decision shall mean Monday through Friday, exclusive of holidays.

ARTICLE III – RECOGNITION

Section 3.01. The P.B.A. is duly recognized by the Township to be the sole and exclusive collective bargaining representative for the Police Employees covered by this Collective Bargaining Agreement.

Section 3.02. The P.B.A. is recognized to be the bargaining agent with respect to compensation, hours of work, working conditions, retirement, health care coverage, post-retirement health benefits, pension benefits and Deferred Compensation, as well as any other benefit or grievances or disputes arising out of the employment relationship thereof during the term of this Agreement.

Section 3.03. The bargaining unit includes all full-time and part-time Police Officers employed by the Township excluding the Chief of Police, Lieutenants, Animal Control Officers, the Service Officer, dispatchers, school crossing guards, and secretaries.

ARTICLE IV – COPIES OF AGREEMENT

Fully executed originals of the approved collective bargaining agreement together with all exhibits and addendums shall be maintained on file with the Chief of Police, the Township Manager and the Negotiating Committee. A facsimile copy of the designated insurance policy will be attached to these originals. A facsimile copy of the Agreement only will be provided to every member of the Department.

ARTICLE V – RESIDENCY REQUIREMENT

Effective June 1, 2015 – the residency requirement is no longer required.

ARTICLE VI – PROFESSIONAL DEVELOPMENT

Section 6.01 Training Time. Up to forty (40) hours of in-service training time in each calendar year shall be required.

Section 6.02. Payments. 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 Chief of Police, for 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. A Police Employee who attends such activity during his or her regular off-duty period shall be considered on-duty for the period spent, and be paid accordingly at his or her Base Hourly Wage Rate for such time unless otherwise required by the Fair Labor Standards Act. Attendance at such training schools, conferences, et cetera, shall be administered by the Chief of Police according to the best interests of the Department, in such a manner that wherever possible, all Police Employees shall have an equal opportunity to attend, subject to their qualifications for attendance.

Section 6.03. Tuition Reimbursement.

(a) Tuition reimbursement will be paid for up to 18 credit hours per calendar year, to a maximum of \$250 per credit hour for undergraduate courses and at \$300 per credit hour for graduate courses for the length of the contract.

(b) Police Employees will receive reimbursement for tuition costs 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.

(c) The Township will only reimburse graduate level courses in a Police Science or Law Enforcement curriculum, as officially listed in the college or university catalog, with prior approval of the Chief of Police. For under-graduate courses, reimbursement will be provided for any type of curriculum.

(d) Any Police 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.

(e) Any Police Employee attending police-related courses will be permitted to take only three (3) courses per semester.

(f) All Police Employees intending to attend classes reimbursed by the Township are instructed to notify the Chief of Police of the class schedule for each semester prior to the beginning of classes.

ARTICLE VII – WORK SCHEDULE

Section 7.01. Those Police Employees who are assigned to the PATROL DIVISION will work a "work day shift" that will be comprised of a non-rotating 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 (1/2) hour.

Section 7.02. The Chief of Police will establish the "work day shift tour of duty" for each Police Employee. The Police 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."

Section 7.03. The work period shall be comprised of twenty-eight (28) consecutive calendar days during which time each Police 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 (40) 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 Police Employees every second week (bi-weekly).

Section 7.04. Except for the annual rotation of squads, the Chief of Police may temporarily modify an officer's workday or work week schedule in the event of and for the duration of an emergency. An "Emergency" shall be defined to be a sudden or unexpected event which creates a temporarily dangerous condition usually necessitating immediate or quick action.

The Chief of Police may also temporarily modify an officer's workday or work week schedule to avoid foreseeable overtime caused by the need to schedule an officer to attend training. In such instances, the Chief of Police must provide 28 days advance notice of the temporary change.

Section 7.05. The Chief of Police may establish a "work week" schedule for the Police Employees assigned to the Detective Division, if all of the Employees assigned to the Detective Division are in agreement with the proposed schedule. The work schedule will include a half (1/2) hour paid meal break and will have regularly scheduled work days and work week shifts, together with regularly scheduled off-duty hours designed to establish an annual average work week schedule of forty (40) hours.

Section 7.06. Each Police Employee will be authorized a one-half (1/2) hour paid meal break during each "work day" shift. Police Employees will be deemed to be "on duty" during his or her meal break periods and must be available to respond, if needed.

Section 7.07. The Chief of Police will establish a "work week" schedule for those Police Employees who are assigned to the Patrol Division which shall consist of a fourteen (14) day sequence of:

Two (2) consecutive "work days" followed by two (2) consecutive scheduled off duty days, followed by

Three (3) consecutive "work days" with two (2) consecutive scheduled off duty days, which is then followed by

Two (2) consecutive "work days" and three (3) consecutive scheduled off duty days.

This fourteen (14) day "work week" pattern will then be repeated.

Section 7.08. The Township will pay those Police Employees who are assigned to a twelve (12) hour work day shift, "Premium Pay" for all time worked in excess of twelve (12) hours in any twenty-four (24) hour period of time.

Section 7.09. Police Employees who are regularly assigned to a twelve (12) hour work day shift will earn compensatory time off with pay (generally referred to as "Kelly Days") consisting of nine (9) work days, that is, one hundred eight (108) work hours, per calendar year.

ARTICLE VIII – HOLIDAYS/ PERSONAL DAYS

Section 8.01. Paid Holidays –

- (a) Each non-Probationary Police Employee will earn thirteen (13) paid holidays equal to 104 hours in each calendar year.
- (b) Each Probationary Police Employee will earn one (1) paid holiday equal to 8 hours for each complete calendar month of service within the calendar year.
- (c) Police Employees are prohibited from transferring holidays to other Police Employees.

Section 8.02. Redemption

- (a) The Police Employee may elect to have the Township redeem up to thirteen (13) holidays (104 hours) in each calendar year.
- (b) The Police Employee may elect to have the Township redeem up to ten (10) days (80 hours) in each calendar year of any accrued holidays in the Police Employee's bank of time.
- (c) A holiday will constitute eight (8) hours regardless of the length of the Police Employee's regularly scheduled workday. Accordingly, for example, a Police Employee who redeems ten (10) holidays in the calendar year will be paid for eighty (80) hours at his or her Base Hourly Wage Rate which is then in effect on the date the benefit is redeemed by the Township.

Section 8.03. Carryover. A Police Employee may carry over up to three (3) holidays equal to twenty-four (24) hours to the next calendar year in addition to any previously accrued.

Section 8.04. Holidays may be used as time off with pay at any time during the calendar year.

Section 8.05.

- (a) Holidays earned will be adjusted pro rata to service rendered within the calendar year, should the Police Employee separate from service with less than twenty (20) years of credited service.

(b) However, should the Police Employee:

- (i) be killed in service, or
- (ii) retire, having completed twenty (20) or more years of credited service within that calendar year,

the thirteen (13) holidays for that year shall be earned and the Township shall redeem all of his or her unused holidays without a pro rata adjustment.

Section 8.06. Personal Leave. Each Police Employee will earn as of July 1 in each calendar year sixteen (16) Personal Leave hours, for use by him or her as time off with pay.

Section 8.07. Festive Holidays. The Township recognizes three (3) festive holidays, namely: Thanksgiving Day, December 24, and December 25. A Police Employee who works on the scheduled festive holiday will earn in addition to any other compensation herein provided a festive holiday bonus equal to one half (1/2) of the number of hours worked as a compensatory time for each festive holiday that he or she works. All festive compensatory time, which is not utilized prior to July 1 of the year following the one in which it was earned will be lost.

ARTICLE IX – VACATION LEAVE

Section 9.01. Vacation. The right to paid vacation shall accrue in accordance with the following schedule based on length of service:

(a) Date of employment up to four (4) years: Vacation time will be earned on the basis of one (1) day (8 hours) of Vacation time for each month accumulated from the date of employment in that calendar year.

(b) Beginning with the fifth (5th) year through the twenty-second (22nd) year of employment: Vacation time will be earned on the basis of one (1) day (8 hours) of vacation time for each month worked plus one (1) additional day (8 hours) for each additional year of employment to a maximum of thirty (30) days (240 hours). (See Table A attached hereto)

Section 9.02. Except as provided in Section 9.03, all vacation time shall be used within 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.

Section 9.03. The Township will redeem, at the applicable then current Base Hourly Wage Rate, all unused vacation time allotted to a Police Employee who is (i) killed in service, or (ii) retires, having completed twenty (20) or more years of credited service, within that calendar year or (iii) retires by reason of a Service Connected Disability,

regardless of such Police Employee's length of credited service, without pro rata adjustment.

ARTICLE X – SICK LEAVE

Section 10.01. Unlimited sick leave pay shall be given to any Police Employee who cannot work due to sickness or injury subject to the limitations set forth below in Section 10.02.

Section 10.02. Limitations on Sick-Leave

- (a) Any Police Employee reporting off sick or injured may be subject to visitation at home during such illness or injury to verify such illness or injury.
- (b) In addition, the Police 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 Police Department prior to leaving. The Chief of Police may grant permission under certain conditions to leave the house. A Police 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.
- (c) A Police Employee absent on sick-leave for in excess of three (3) consecutive work days shall provide, upon return to duty, a note from the Police Employee's doctor, stating the nature of the illness or injury. Notwithstanding the foregoing, the Chief of Police has the right to require a Police Employee to provide a note from the doctor stating nature of illness or injury any time a Police Employee is out on sick-leave, regardless of the number of days of such sick-leave.
- (d) A Police Employee who suffers any illness, condition or injury, off duty, may be required to work limited duty during the recovery period when deemed by the Police Chief to be able to perform such duties after concurrence of a physician retained by Upper Moreland Township.
- (e) Police Employees who are on sick-leave due to sickness or due to non-work related injury, and who are eligible to receive Health and Accident Insurance benefits, must make application for same, and endorse the benefit checks over to the Township to the extent that such Police Employee is receiving sick-leave compensation from the Township so that the result is that the Police Employee receives his or her normal rate of compensation, but not more than the regular rate.
- (f) Any insurance paid for exclusively by the Police Employee shall be excluded from the calculation of the Township's contribution.

ARTICLE XI – WORKERS' COMPENSATION

Section 11.01

- (a) A Police Employee who suffers a work related injury shall be required to comply with the Workers' Compensation process for filing claim.
- (b) A Police 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 Chief of Police to be able to perform such duties after concurrence of a physician retained by Upper Moreland Township.
- (c) Police Employees who are eligible to receive Workers' Compensation benefits will endorse the benefit checks over to the Township to the extent that such Police Employee is receiving his/her normal rate of compensation from the Township so that the result is that the Police employee does not receive more compensation than he/she is entitled to.
- (d) Police Employees who must schedule appointments related to 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.

ARTICLE XII – FUNERAL LEAVE

Section 12.01. Funeral Leave.

- (a) Up to three (3) Work Shift days off without loss of pay is granted to a Police Employee, in the event of death of spouse, father, mother, father-in-law, mother-in-law, step-mother, step-father, brother, sister, step-siblings, grandparents, spouse's grandparents, children-in-law, siblings-in-law, step children, legal guardians or child.
- (b) Up to (1) Work Shift day off without loss of pay in the event of the death of aunt or uncle

Section 12.02. Extension. Extended funeral leave with pay can be granted only for good cause with the approval of the Chief of Police.

ARTICLE XIII – MILITARY LEAVE

Section 13.01. Military Leave.

A Police Employee who is a member of the reserve component of one of the Armed Forces of the United States (which shall mean the Army Reserve, the Marine Corps Reserve, the Air Force Reserve, the Navy Reserve, the Coast Guard Reserve, the Army National Guard, and the Air National Guard) shall be granted leave as follows:

- (a) A Police Employee who is a member of one of the reserve components of the Armed Forces of the United States shall be granted, except as provided in subsection 13.01 (b) below, an unpaid leave of absence for active duty, active duty for training or

inactive duty training and shall be afforded all rights to re-employment and other benefits in accordance with the applicable provisions of Federal law or the laws of the Commonwealth.

(b) In the event of any leave for required training for a member of one of the reserve components of one of the Armed Forces of the United States for a period not to exceed fifteen (15) calendar days in any calendar year ("Training Leave"), such Police Employee shall be entitled to paid leave for such period, without loss of accrued vacation time or any other benefits for such time period.

ARTICLE XIV – LEAVE OF ABSENCE WITHOUT COMPENSATION

Realizing 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 a Police Employee:

Section 14.01. Leave of Absence at the Discretion of the Township

(a) Purpose for which a Discretionary Leave of Absence can be Granted:

1. Educational – Where the courses or degree to be obtained are in Law Enforcement, and the Police 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 Police Employee's family that regular hours be worked. Example: Spouse institutionalized for extended period and children are involved that are young and need regular parental guidance during the evening and night hours, which is unavailable through any other member of the family.
3. Physical or Mental Condition – When a Police 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 one (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 Police 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 Chief of Police, with a copy to the Township Manager,

stating the reason for the request and the effective date of the requested leave. Such requests 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

1. The Chief of Police shall review all requests for a leave of absence under this Section and make a recommendation to the Township Manager as to acceptance or rejection of the said request.
2. The Township Manager shall, after receiving a request for leave of absence, and a recommendation from the Chief of Police, 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, upon submitting a letter requesting such a review to the Chief of Police, with a copy to the Township Manager, after receiving a denial. Review by the Board of Commissioners shall be by the Public Safety Committee, at their next regular meeting, or at a special meeting that may occur before then for the purpose of hiring additional personnel. Their review will be of the request as submitted originally and the recommendation of both the Chief of Police and Township Manager. The decision of the Board of Commissioners shall be final and not subject to arbitration under the grievance procedures of this Agreement.

(e) Reinstatement from a Leave of Absence

Application for reinstatement must be made in writing to the Chief of Police 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 a Police Employee by this department must be turned in within three (3) days after the effective date of the leave. Failure on the part of the Police 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 Police Employee.
2. During the period of Police Employee's leave, a Police Employee on leave must appear at any and all court hearings on any matter in which such Police 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 Police Employee on leave remains subject to all applicable Rules and Regulations of the Department and may be, if the Police Employee on leave is involved in any conduct punishable under the Departmental Rules and Regulations or the provisions of Police Civil Service, as amended 53 P.S. §53251 et seq., 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 Police Employee on leave must pass a physical and psychological and/or psychiatric examination, 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 must be paid by the Police Employee.
5. Reinstatement shall be with all seniority rights for pension purposes (provided the Police Employee has not withdrawn his or her portion from the fund), vacation rights, and seniority rights for applying for promotion subject to the Civil Service Rules.
6. Reinstatement shall automatically carry with it a probation period of one (1) year from the date of reinstatement.
7. The Police Employee must accept the next opening in the Department that comes up after applying for reinstatement.

Section 14.02. Family and Medical Leave Act Policy

In accordance with the Family and Medical Leave Act ("FMLA"), the following policies shall apply to Police Employees:

- (a) Eligibility. Police Employees shall be eligible for leave under the FMLA, provided that such Police Employee shall have worked for the Township for at least 12 months; and shall have worked at least 1,250 hours over the 12 month period prior to the commencement of any such leave.
- (b) Leave Entitlement. An eligible Police Employee may take up to a total of 12 work weeks (480 hours) of unpaid leave during any calendar year or 12 month period from the date of the commencement of such unpaid leave for any of the following reasons and subject to the following restrictions:
 - (1) The birth or placement of a child with the Police Employee or the Police Employee's spouse for adoption or foster care; provided, that in the event both parents are employed by the Township such leave shall consist of a combined total of 12 work weeks of leave for the birth or placement of a child for adoption or foster care, and further provided, that such leave for

birth or adoption (including foster care placement) must conclude within 12 months of the birth or placement of the child;

(2) To care for an immediate family member ("an immediate family member" shall consist of the Police Employee's spouse, natural or adopted child, or parent) with a serious health condition, provided, that if leave is needed to care for an immediate family member, and is for planned medical treatment, the Police Employee must schedule treatment in a manner that it will not unduly disrupt the Township's operations.

(c) Intermittent Leave - A Police Employee may take FMLA leave intermittently, provided that the Police Employee supplies to the Township evidence in the form of a report by a health care provider that intermittent leave is medically necessary. Leave may not be taken intermittently for birth or placement of a child for adoption or foster care.

(d) Use of other Forms of Leave Required - Police Employees first must use accrued paid leave provided under this agreement prior to eligibility for FMLA leave. No FMLA leave may be accrued from year to year.

(e) Maintenance of Health Benefits - The Township will maintain health insurance coverage for a Police Employee on FMLA leave to the same extent that such insurance was provided before the leave was taken and on the same terms as if the Police Employee had continued to work.

(f) Job Restoration – Upon return from FMLA leave, a Police Employee will be restored to the same position or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

(g) Notice and Certification – Any Police Employee seeking leave under the FMLA is required to provide the following notices:

- (1) At least thirty (30) days advance notice of the need to take FMLA leave when the need for such leave is foreseeable.
- (2) A medical certification by the health care provider of the Police Employee showing that there is a serious health condition affecting an immediate family member supporting the need for leave.

ARTICLE XV – BASE ANNUAL SALARY AND INCREASES

Section 15.01.

The Township will increase each Police Employee's Base Annual Salary as follows (See TABLE B):

(a) Effective January 1, 2027, there shall be an across-the-board wage increase of (3.8%) over the over the Base Annual Salary in effect for 2026;

(b) Effective January 1, 2028, there shall be an across-the-board wage increase of (3.3%) over the Base Annual Salary in effect for 2027;

Section 15.02

Hire Progression After June 22, 2022: All new officers hired after June 22, 2022, shall be subject to the following wage scale, with 12- month advances beginning in Year 2 as follows:

Except as provided in Section 15.05, effective June 22, 2022, a new Police Employee, when hired, shall start at Year 1 (0-6 months) of the New Hire Progression wage scale and progress to Year 1 (7-12 months) at the end of six (6) months of employment, upon achieving a satisfactory evaluation. Said Police Employees shall progress through the remainder of the years at twelve (12) month intervals, upon achieving satisfactory evaluations for the prior twelve (12) month period.

YEAR	MONTHS TO ADVANCE	WAGE
Year 1	0-6 months	65% of Top Step Base Salary
Year 1	7-12 months	70% of Top Step Base Salary
Year 2	2 nd year anniversary	80% of Top Step Base Salary
Year 3	3 rd year anniversary	90% of Top Step Base Salary
Year 4	4 th year anniversary	95% of Top Step Base Salary
Year 5	5 th year anniversary	100% of Top Step Base Salary

See the Table of Base Annual Salaries which is attached hereto, marked "Table B" and made a part hereof.

Section 15.03. A wage differential of 11.5% shall be maintained between Top Step Patrol Officer and the rate of pay for Sergeant.

Section 15.04. A wage differential of 12.5% shall be maintained between Sergeant and Lieutenant rates of pay.

Section 15.05. A Police Employee, when hired, may start at a higher pay step, to a maximum of Year 3, when he or she has completed an accredited basic Police Employee's training school, as mandated by law, and shall be granted a step for each year of experience as a full-time police employee in the Commonwealth of Pennsylvania within the last three (3) years prior to employment.

Section 15.06. The following rates shall apply for Special Duty Officers (which shall include any Police Employee assigned to Detective-Juvenile Division or any special duty assigned by the Chief of Police), any Police Employee serving as a K-9 officer, any Police Employee assigned as an Officer in Charge ("OIC") and any Police Employee assigned as a Field Training Officer ("FTO"):

An additional five (5%) per centum of the Police Employees Base Annual Salary for OIC.

An additional two and one-half (2.5%) per centum of the Police Employee's Base Annual Salary for Special Duty Officer (except K-9)

K-9 Officer Pay - K-9 Officers will be provided additional special compensation equal to \$7.50 per hour for one (1) hour each day that the K-9 officer is responsible for the off-duty care of his police dog. All time spent by the K-9 officer in the off-duty care of his police dog shall be paid at the overtime rate for such care (\$7.50 x 1.5).

An additional five (5%) per centum of the Police Employees Base Annual Salary for Detective.

An additional amount based upon three and three quarter (3.75%) per centum of the Police Employee's Base Annual Salary for the time period that any Police Employee is acting as a Field Training Officer, "F.T.O."

One-half (1/2) hour of overtime pay will be provided for non-"OIC" personnel who perform that function for a full shift.

Section 15.07. A Police Employee who has been sworn into service with the Police Department immediately after leaving another full-time position with the Township shall receive longevity pay and vacation time in keeping with the Police Employee's total length of continuous service with the Township.

ARTICLE XVI – OVERTIME

Section 16.01. Definitions

(a) Compensatory Overtime shall mean any overtime accrued by a Police Employee when called upon to work during off-duty hours, or ordered to work over and beyond the scheduled tour of duty.

(b) Judicial Overtime shall mean any overtime accrued by a Police Employee when called upon to appear in any civil court on behalf of the Township, in any criminal court (including any District Justice Court) in the performance of his or her duties, or before a Coroner's Jury when under proper subpoena, or other similar hearings before any administrative body or commissions on behalf of the Township.

(c) Special Overtime shall mean any overtime scheduled under the following circumstances:

1. Any overtime scheduled by the Chief of Police, subject to approval by the Township Manager, for special burglary details, surveillance, civil disorders or on those occasions when conditions and circumstances would warrant it.
2. When completing investigations or assignments, and reports incident thereto, when ordered to do so by a superior employee.

(d) Training time –Overtime spent on required In-Service Training courses.

Section 16.02. On Duty While on Township Business.

All Police Employees shall be considered to be on-duty for all purposes at all times that they are engaged in the furtherance of their official duties as a Police Employee of the Township, including but not limited to, any training or schooling undertaken in furtherance of their duties on behalf of the Township, and all overtime, including any travel time to or from Court, District Court, and to and from such assigned training site or other location, without regard for whether the Police Employee provided his or her own transportation.

Section 16.03. Computing Overtime

(a) i. Compensatory, judicial and special overtime will be computed on the basis of one and one-half (1 ½) times the Base Hourly Wage Rate of the Police Employee.

ii. Training overtime will be computed on the basis of the Police Employee's Base Hourly Wage Rate unless otherwise required by the Fair Labor Standards Act.

iii. All Police Employees of the Department, when required to perform overtime duties, will be paid for the accrued time based on the number of hours worked, subject to approval of the Officer in Charge ("O.I.C.") and the Chief of Police.

(b) To receive the overtime pay, the prescribed forms should be completed and submitted for approval as soon as possible.

(c) All overtime pay shall be subject to all payroll deductions and withholdings.

Section 16.04. Witness Fees and Depositions.

The Township, when computing overtime, will take credit for those fees received by a Police Employee for attending court, except for the mileage reimbursement in

those instances where the member provided his or her own transportation to and from court.

Section 16.05. Transportation Responsibilities.

Off Duty Police Employees, under subpoena to appear in court, shall make their own arrangements for transportation. The Officer in Charge shall have the authority to decide, if a Department vehicle shall be used for transportation of evidence, Police Employees and/or witnesses to and from court.

Section 16.06. Overtime Payments and Prescribed Forms

(a) All Police Employees shall be paid accrued overtime in conformity with the following procedures:

1. Any Police Employee requesting judicial overtime as defined in this Article, in order to be properly compensated for his or her time, shall submit his or her witness card to the Police Secretary who will check the daily work sheet and will issue the Police Employee a Court Appearance Slip. This Court Appearance slip must be completed by the Police Employee, and must include the signature of the Court or Hearing employee showing the time the Police Employee was dismissed from the Court or Hearing. After completing the Court Appearance Slip, the Police Employee will turn such slip in to the Police Secretary.

(a) For attendance at any District Justice Court proceedings in Montgomery County, off-duty Police Employees shall be paid at a two (2) hour minimum, including travel. For any time over two (2) hours, Police Employees will be paid for the actual time, plus one-half (1/2) hour travel time each way.

(b) All other Court and District Court hearing time will be paid at a minimum of three (3) hours, plus one-half (1/2) hour travel time each way. For any time over three (3) hours, Police Employees will be paid for the actual time plus one-half (1/2) hour travel time each way.

(c) Personnel working the 7:00 P.M. to 7:00 A.M. tour of duty who are required to attend morning court will be excused whenever possible at 3:00 A.M. This time is granted as a rest period for a Police Employee prior to his or her appearance in Court.

(d) Personnel assigned to the 7:00 A.M. to 7:00 P.M. tour of duty who are required to attend court on a scheduled working day shall do so in uniform of the day. Those present when court is adjourned at the end of the scheduled day shall report for duty as soon as possible following adjournment.

2. Any Police Employee with accrued Special overtime as defined in this Article, in order to be properly compensated for his or her time, shall submit the completed prescribed form including signature and pertinent remarks to his or her immediate supervisor.

(a) Overtime pay for attending prescribed training courses will be on the basis of portal to portal.

(b) All Overtime pay will be computed upon the nearest one-half (1/2) hour.

Section 16.07. Review and Approval of Forms and Responsibility of Personnel

(a) All Police Employees, upon receiving a subpoena for court, Coroner's inquest, State Departmental hearings, District Justice, or any other hearing or notice to appear in Civil Court trial, will bring the subpoena or notice to the Police Secretary as soon as possible after receiving such notice. This also includes reporting any oral notice from District Justices for hearings during off-duty hours.

(b) All Police Employees shall submit the completed prescribed form to their immediate supervisor for review and approval and he or she shall forward the same to the Police Secretary for final approval and processing.

1. Prescribed forms for overtime shall be completed and turned in for approval each day or as soon as possible thereafter.
2. To avoid errors and delays, all Police Employees should keep an accurate record of their overtime, mileage and incidental expenses.
3. The Police secretary will furnish the proper form and necessary information for processing these forms promptly and correctly.

ARTICLE XVII – EXTRA DUTY

Section 17.01.

(a) It is the policy of the Township to provide and assign, insofar as possible, off-duty Police Employees to individuals, businesses, groups or organizations requesting police service ("Requesting Body") which assignments increase the availability of on-duty Police Employees for duty in the entire community, when the Requesting Body compensates the Township for the hourly rates of such off-duty Police Employees.

(b) In order to implement this policy, the following procedure is set forth.

1. All requests for assignment shall be for off-duty Police Employees.

2. Patrol Officers will be given preference over supervisory Police Employees.
3. Police Employees, if requested by the Requesting Body, may work in plainclothes subject to the approval of the Chief of Police.
4. Departmental rules and regulations apply in all cases and Police Employees will not work in establishments where alcoholic beverages are sold or any place where their employment would not be consistent with good police ethics.
5. The rate of "Extra-Duty" pay will be at the "Premium Pay" rate. The minimum charge for each Police Employee per assignment shall be three (3) hours of "Premium Pay". When four (4) or more patrol officers are assigned to the same event, a sergeant or Officer in Charge ("O.I.C.") must be assigned to serve as supervisor.

ARTICLE XVIII - HEALTH CARE COVERAGE AND INSURANCE

Section 18.01. Health Care Coverage.

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 Police 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 may select the Health Care Coverage insurance carrier, provided however, that the covered benefits under the Plan are comparable to the existing coverage. The phrase "comparable to" shall not preclude the Township from self-insuring for some component of the difference between the costs of the two coverages or the co-pays under either plan. Any reimbursement of health care co-payments to employees shall be made within two (2) weeks of the date on which the Township receives proper documentation of the expense.

If the Township seeks to implement a new Plan under this Section, the Township shall present the proposed Plan and its costs to the PBA for review. The PBA shall then have 30 days to review the proposed Plan and to notify the Township that it does not consider the Plan to be "comparable to" current coverage. In that event, the Township shall not unilaterally implement the proposed Plan, but instead shall have the opportunity to submit the dispute for final and binding resolution by a neutral arbitrator selected by the parties. The arbitrator shall determine whether the proposed Plan is "comparable" to current coverage. The arbitrator shall issue this decision within sixty (60) days of the PBA's notice to the Township that it does not consider the proposed Plan to be "comparable" to current coverage.

(b) The Township will offer full-time employees the option to select one of the Health Care plans listed below providing coverage for the employee and their dependents. The Health Care Plans listed will include medical, prescription and vision coverage.

1. HMO Plan
2. Point of Service (POS) Plan

The Health Care plans will include medical, prescription and vision coverage. The co-payment for primary care and specialist doctor shall be \$20. The employee contributions (listed below) towards medical shall be set up as a pre-tax deduction from the employee's pay.

1. HMO Plan – Employee Contribution as follows:

2027 & 2028: 6.0% of the HMO Premium Cost with a cap of \$80.00 per pay

NOTE: The above Employee Contribution Schedule shall be followed except if the Township receives no increases in medical premium costs in any given year. If there is no increase in the medical premium the Employees will not see an increase from the previous year's Employee Contribution Rate. For example: if in 2022 there is no medical premium increase; the 2022 Employee Contribution Rate shall be suspended, and the Employee Contribution will remain at the 2021 rate; in 2023 if there is an increase in medical premium the 2023 Employee Contribution Rate shall be followed.

2. 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 the doctors' visits will be twenty (\$20.00) dollars for primary care doctors and twenty (\$20.00) dollars for specialists. The retail drug copays will be fifteen (\$15.00) dollars for generic, twenty (\$20.00) dollars for brand name and twenty (\$20.00) dollars for non-formulary. For ninety (90) day mail order prescriptions, the cost will be one (1) times the cost for thirty (30) day retail prescriptions. Police 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) New Hires. A newly hired Police Employee will be eligible for Health Care Coverage effective as of the first day of the calendar month which immediately follows his or her date of hire. Health Care Coverage provided by the Township will be continued through the end of the calendar month, regardless of the day of the month when a Police Employee is separated from service by the Township for any reason.

d) Vision Care (Optical) Plan: The Vision Care plan provided by the Township for Police Employees and their covered family members shall be equal to or better than the existing Township vision care plan.

Section 18.02. Post-Retirement Health Care Coverage

(a) Normal Retirement. A Police Employee eligible for normal retirement as defined in Section 2.19 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 65 or becomes eligible for Medicare.

All New Officers hired after June 22, 2022, shall be entitled to a maximum coverage period of 10 years or until he/she attains the age of 65 or becomes eligible for Medicare. Provided that the Police Employee or his/her spouse or dependent children are not eligible to receive comparable Health Care coverage available at the retired officer's place of employment, the spouse's place of employment and/or the dependent's place of employment, without premium cost. The retired Police 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 Police 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 police officers.

(b) Service Related Disability. A disabled Police 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 Police Employee is disabled from serving as a police officer, 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 Police Employee is disabled from performing any substantial gainful employment or occupation.

Provided, that, in either case, such disabled Police Employee shall reimburse the Township for twenty-five percent (25%) of the cost of such Health Care Coverage; and further provided that such disabled Police 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 Police Employee is responsible for paying any and all Cadillac Tax. At the expiration of the applicable time period, such disabled Police 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 Police 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 police officers.

(c) Surviving Spouse or Dependents of Police Officer Sustaining a Service Related Death. The surviving spouse and/or dependent children of a Police 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.

(d) Post-Retirement Health Care Coverage – Portability. All officers who retire after June 22, 2022 and who relocate outside of the insurance coverage area are entitled to receive a 50% cash equivalent of the Township's portion of their retiree premium for the duration of their coverage period. Such payment shall be paid in accordance with applicable law.

(e) Post-Retirement Health Care Coverage – Contribution. Officers who retire after June 22, 2022 are permitted to make pre-tax premium contributions from their pension checks towards their retiree healthcare premiums to the extent permitted by law.

Section 18.03. Cost Savings Bonus.

A Police Employee shall be entitled to receive as an annual bonus an amount equal to fifty percent (50%) of the 2017 premium rate for the cost of Health Care Coverage and dental coverage under this Article of this Agreement, for each twelve (12) month period or portion thereof that such Police Employee is not covered, *i.e.*, exempt under the Township's plan; provided that such Police 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. Police 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.

All new officers, hired after June 22, 2022, the Cost Savings Bonus shall be an annual payment of \$2,000 for single coverage and \$4,000 for all other levels of coverage.

Section 18.04. Dental Plan

(a) Police Employees covered by this Agreement shall have a dental plan equal to or better than the existing dental plan provided by Delta Dental Plan under Group #1481. Currently, the Township is providing dental coverage through Delta Dental Premium Plan. The Township shall pay 100% of the cost of the premium for police employees. Police employees covered by this collective bargaining agreement whose spouse is also a Township employee must participate in the same family coverage; however, the Township shall pay 100% of the cost of the premium for each employee. An employee and spouse, who are both Township employees, may designate either party as the head of household for the purposes of dental insurance coverage. A Police employee and spouse, who are both Township employees and covered under the same family plan, will be responsible for the premium cost for dependent coverage.

(b) Dependents of Police Employees covered by this Agreement shall be eligible to become members of the dental plan provided to the Police Employees. The premium cost for dependent coverage shall be paid by the Police Employee through payroll deduction.

(c) The dental plan shall provide coverage for dental services as follows:

<u>Dental Service Provided</u>	<u>% of Cost Paid by Plan</u>	<u>% of Cost Paid by Patient</u>
Diagnostic	100%	0%
Preventative	100%	0%
Basic Restorative	80%	20%
Major Restorative	50%	50%
Oral Surgery	80%	20%
Endodontic	80%	20%
Periodontic	80%	20%
Prosthodontic	50%	50%

The annual maximum benefit amount of coverage will be Two Thousand and No/100 (\$2,000.00) Dollars per person per contract year.

Section 18.05. Life Insurance

(a) The Township will maintain and provide at its expense a group life insurance plan benefit wherein each Police Employee will be insured in the face amount of Two

Hundred Thousand and No/100 (\$200,000.00) Dollars in the event of his or her death. The Police Employee will have the exclusive right to designate the beneficiary of such life insurance.

(b) The Police Employee covered under the group life insurance policy will be eligible upon his or her separation from the service of the Township to have such group insurer issue, without evidence of insurability, an individual policy of life insurance, provided, however, that an application for the individual policy is made and the premium paid by the Police Employee within thirty-one (31) days following the date of separation from employment by the Township. 40 P.S. §532.6(8). In the event that the Police Employee dies within such period that he or she would have been eligible to have the individual life insurance policy issued to himself or herself, but before such policy is effective the amount of insurance which he or she was eligible to have issued shall be payable to him or her under the group insurance policy, whether or not application for the individual policy or payment of the premium had been made. 40 P.S. §532.6(10).

Section 18.06. Death Benefit

All retirees, with twenty-five (25) or more years of credited service shall be provided with a statement from the Township guaranteeing a Twenty-five Hundred and No/100 (\$2,500.00) Dollars death benefit payable upon the death of said retiree.

Section 18.07. Police Professional Liability Insurance

(a) The Township shall maintain Police Professional Liability Insurance coverage for each Police Employee in amounts at least equal to the coverage in effect at the time of the adoption of this Agreement. (See attached copy of insurance coverage)

(b) The Township will provide legal representation for each Police Employee who is sued in a civil suit. The cost of such legal fees incurred shall be paid by the Township or through its insurer, in accordance with 42 Pa. C.S.A. §8541-8550.

Section 18.08. Applicability of COBRA.

In all circumstances, the time limits allowed for continuation of Health Care Coverage to a Police Employee, his or her spouse and dependent children will not be less than the minimum required under the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") of 1986, as amended, with the beneficiary of such continuation coverage to be responsible to pay the cost of such coverage together with an administrative charge of two per cent (2%) of such cost.

ARTICLE XIX – LONGEVITY

Longevity payments shall be paid at the following rates in the first pay period after the Anniversary Date for each Police Employee.

YEARS OF SERVICE	LONGEVITY PAYMENT
0 – 4	0% of Base Annual Salary
5 – 9	2.0% of Base Annual Salary
10 -14	2.5% of Base Annual Salary
15 – 19	3.0% of Base Annual Salary
20+	3.5% of Base Annual Salary

ARTICLE XX – DISABILITY BENEFITS

Section 20.01. Non-Service Connected Disability Benefits.

An officer 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 (the "LTD Policy") obtained by the Township. For the first six (6) months of said non-work-related disability, an officer shall receive one hundred percent (100%) of the officer's salary via sick leave. Thereafter, subject to the terms and provisions of the LTD Policy, including any exclusions, limitations and deductible income, for a period of up to sixty (60) months after the six (6) month waiting period, a disabled officer shall receive disability insurance benefits of sixty-six and two thirds percent (66 2/3%) of the officer's pre-injury wage. Nothing in this section shall limit the Township's statutory right to discharge a disabled Police Employee for misconduct. Further, nothing in this section shall limit the Township's statutory authority to honorably discharge a Police Employee who is physically or mentally disabled. Officers who are disabled for longer than six (6) months, but have not been honorably discharged, shall be entitled to receive his or her full regular base salary pursuant to Article X. The Township may continue to issue the officer his or her regular paycheck and require the officer to endorse to the Township any check received from the LTD carrier. Officers who continue to be employed after becoming eligible for LTD benefits shall be subject to the provisions of Section 10.02 (e).

Section 20.02. Service Connected Disability Benefits

(a) In the event that a Police Employee suffers a "Service Connected Disability", said Police Employee shall receive an Honorable Discharge from the service of the Township and shall be required to vest his or her retirement benefits in the Township's Police Pension Plan, whereupon the Township will grant to the Police Employee a Service Related Disability Pension benefit, payable in equal monthly installments, a sum which, together with any payment of any Social Security Disability benefits, any Workers' Compensation benefits for loss of wages, including that as provided in subsection (b) hereof, and any disability insurance payment under any policy of insurance purchased or paid for by the Township, would amount to 1/12 of One Hundred per centum (100%) of the Police Employee's Final Average Monthly Compensation. Upon the Police Employee attaining the age of sixty-five (65) years the disability payments provided under this Section shall be reduced to that sum equivalent to Fifty per centum (50%) of Final Average Monthly Compensation, together with the

"C.P.I.-U" increase that would have been paid from and after the date the Police Employee received an Honorable Discharge by reason of a service related disability, including the "wait period" required under this Agreement. Accordingly, the Police Employee upon attaining the age of sixty-five (65) years receives a service related disability pension computed at Fifty (50%) per centum of Final Average Monthly Compensation together with the cost of living adjustment increase under the terms of the Township's Police Pension Plan. A Police Employee hired after June 1, 2015 who suffers a service connected disability the service related disability pension benefit shall be fifty (50%) of Final Average Monthly Compensation (FAMC) with no offset for Workers' Compensation and no COLA until his/her normal retirement date.

(b) Should the Police Employee secure a commutation of the worker's compensation wage loss benefit, then in that event the amount received after deducting attorney's fees and costs paid to secure the same, shall be amortized monthly over the remaining number of years of the affected Police Employee's life expectancy using both the interest rate and the life expectancy tables set forth in the plans' actuarial report for that calendar year. At the expiration of the life expectancy table, the amortized monthly deduction shall end and the monthly benefit will be adjusted upwards. The amortized deduction herein provided shall not apply to the surviving spouse or dependent child benefit.

Section 20.03. Heart and Lung Act.

A Police Employee claiming a work-related illness or injury must fully comply with the Workers' Compensation application process. The Township Heart and Lung Policy and Procedure will be followed.

ARTICLE XXI – DEFERRED RETIREMENT OPTION PLAN

Deferred Retirement Option Plan: The Police and Township will implement a Deferred Retirement Option Plan (DROP) which will include the following components as agreed to:

- i. Eligibility based upon reaching normal retirement requirements
- ii. Irrevocable decision to DROP
- iii. Maximum 48 months DROP period
- iv. No guaranteed rate of return on funds
- v. Mandatory separation if permanently disabled as a police officer during the DROP period
- vi. All other aspects of employment remain the same as for active members
- vii. No member pension contribution during DROP period

ARTICLE XXII – POLICE PENSION PLAN

The Township has established and will maintain a Police Pension Plan authorized by the Act 600 of May 29, 1956, as amended, 53 P.S. Section 767, et seq. ("Act 600"), for all full-time Police Employees, the terms of which are set forth in an Addendum and incorporated herein by reference. To the extent that any modifications or amendments to such Police Pension Plan are agreed to by the parties to this Agreement, the Board of Commissioners agree to adopt an appropriate ordinance to provide for such amendment to the Police Pension Plan.

Section 22.01. Rate of Police Employee Contribution

(a) The Township agrees that it will equitably allocate the funds received from the Commonwealth representing what are known as Foreign Casualty Insurance Premium Tax funds, under and pursuant to the Municipal Pension Plan Funding Standards and Recovery Act, Act 205 of December 18, 1984, P.L. 1005, §101 et seq., as amended 53 P.S. §895.102 et seq., so as to have all funds received by the Township, and allocated to it pursuant to credits allowed for its Police Officers first deposited to the Police Pension Plan so as to maintain the actuarial soundness of the Plan for each calendar year.

(b) Police Employees shall not be required to contribute to the Police Pension Plan during the term of this Agreement until such time that an actuarial study of the Pension Fund determines that additional funding, over and above the earnings of the Plan's funds and the amount of receipts of Foreign Casualty Premium Funds, is required to maintain the actuarial soundness of the Plan. Should there be a need for additional funding it is agreed that the Township may adopt a resolution establishing a Police Employee Pre-Tax contribution at the minimum contribution rate of their compensation as required by the actuarial study.

Section 22.02. Upon completion of a cost estimate by the Plan's actuary in accordance with Act 205, the Police Pension Plan shall be amended as follows:

(a) Retirement Age. Increase the retirement age for all new officers hired after June 22, 2022 from 50 to 55 years of age.

(b) Act 24 20-Year Retirement Benefit. Provide for an immediate, actuarially reduced partial superannuation retirement benefit for members who retire with twenty years of service, in accordance with Act 24 of 1998.

ARTICLE XXIII – INTERNAL REVENUE CODE, SECTION 457 DEFERRED COMPENSATION PLAN

Section 23.01. Deferred Compensation Plan

The Township has established a qualified Deferred Compensation Plan under and pursuant to Section 457(b) of the Internal Revenue Code (the "Code"), 26 U.S.C. Section 457 (b), and the regulations thereunder. The Deferred Compensation Plan, the terms of which are incorporated herein by reference. All funds held under the Deferred Compensation Plan shall be in addition to and not a part of the Police Pension Plan.

Section 23.02. Amount of Required Deferred Compensation

Provided that no contribution is required to be made by the Police Employees to the Police Pension Plan, each Police Employee shall be required to defer not less than two and one-half (2.5%) per centum of his or her compensation. To the extent that any Police Employee's contribution is required to be paid in to the Police Pension Plan, the amount of the required deferral to the I.R.C. Section 457 Deferred Compensation Plan shall be reduced by a like amount and to the extent that the amount of any required contribution to the Police Pension Plan shall exceed two and one-half (2.5%), per centum then no deferral under this Deferred Compensation plan shall be required. Police Employees may defer additional amounts of compensation, provided that such amount shall not exceed the amount permitted under the provisions of the Internal Revenue Code and the Deferred Compensation Plan, including any permissible "catch up" provision and any future change in percentage and amount established by the Internal Revenue Code.

Section 23.03.

(a) The Township has, by the Act of March 30, 1811, P.L. 145, 5 Sm.L. 228, §8.1-8.3, added July 18, 1974, P.L. 472. No. 168, §2, as amended, 72 P.S. §4521.1-4521.3 (supp), agreed to establish the I.R.C. Section 457 Deferred Compensation Plan so as to defer a portion of the Police Employee's Compensation.

(b) Income deferred under this Plan shall continue to be included as "regular compensation" for the purpose of computing deductions of Police Employee contributions to the Police Pension Plan and for the purpose of computing retirement and pension benefits earned by the Police Employee in the calendar month paid. Income which is deferred under this program is currently subject to taxes imposed on earned income and/or wages by the Commonwealth of Pennsylvania and its local taxing authorities and such income shall be included as regular "compensation" for the purpose of computing the amount of such taxes to be withheld and/or paid.

(c) The amounts accrued and credited to each Police Employee's I.R.C. Section 457 Deferred compensation Plan account shall be reported to him or her on a quarterly basis.

(d) "Withdrawals" from the Plan shall not be authorized in the Plan and Trust Document, except as currently authorized.

ARTICLE XXIV– CLOTHING AND PERSONAL POLICE EQUIPMENT

Section 24.01. Uniformed Personnel

(a). The Township will supply clothing, both summer and winter. Uniforms, leather goods and firearms as required to be worn as part of the uniform, except black shoes and necktie, shall be issued by the Township, as currently provided.

(b). Any order for a new clothing item will be accompanied by the worn-out item, which will be inspected by the Service Officer, who will recommend to the Chief of Police that the worn-out clothing item be replaced.

(c). Each Police 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 Police Employees by the Chief of Police.

(d). The Township will reimburse Police Employees for the cost of replacement of personally owned items that have been damaged in the line of duty.

Section 24.02. Non-Uniformed Personnel

Police Employees assigned to plainclothes (i.e. Detective, C.I.D.) duty shall receive a yearly clothing allowance equal to the following, which shall be paid to such Police Employees in two (2) equal semi-annual installments made the first payroll period in April and in October of each year during the term of this Agreement:

Initial allowance	\$1,100.00
Yearly replacement allowance	\$1,100.00

The Township will reimburse Police Employees for the cost of replacement of personally owned items that have been damaged in the line of duty.

ARTICLE XXV – GRIEVANCE PROCEDURE

Section 25.01. Filing of Grievance

Not later than twenty (20) working days after a Police Employee or the P.B.A. is aware of an event which such Police Employee or the P.B.A. deems to be a violation of this Agreement or otherwise in the view of such Police Employee or the P.B.A. constitutes a grievance, the Police Employee or the P.B.A. may file a grievance. A grievance must be submitted in writing, dated, and addressed to the Police Chief (Step One [1]) the grievance must cite the contract provision allegedly violated, set forth the nature of the dispute and identify the specific Articles allegedly violated and provide

all information and documentation supporting the grievance that is immediately available, as well as provide other pertinent details.

Section 25.02. Hearings and Decision Time Limits

- (a) The written decision of the Police Chief on a grievance shall be made within ten (10) working days of its receipt.
- (b) In the event that the Police Employee or the P.B.A. is not satisfied with the decision of the Police Chief, such Police Employee or the P.B.A. shall be entitled to submit the grievance successively to the Township Manager or his designee (Step Two [2]), who shall render a written decision within ten (10) working days of the receipt of the grievance; then to the Township Board of Commissioners, (Step Three [3]) who shall render a written decision within thirty (30) days of the close of the hearing, and finally to an arbitrator.
- (c) Informal hearings shall be held with respect to any grievance submitted to the Board of Commissioners or to an arbitrator.
- (d) The hearings shall be scheduled within thirty (30) working days of receipt of the decision or answer from the Township Manager to the grievance, by the Township Board of Commissioners (Step Three [3]).
- (e) Failure to receive a decision within these time limits shall entitle the Police Employee or the P.B.A. to appeal to the next step. If a grievance is not appealed to the next step within ten (10) working days of receipt of a written decision, it shall be considered settled on the basis of the last decision. The time limit in each step may be extended by mutual written consent of the Police Employee or the P.B.A. and the township representative involved at any step.
- (f) In all events the P.B.A. must be furnished with a written answer to any grievance.

Section 25.03. Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the P.B.A. may refer the grievance to arbitration within ten (10) working days after receipt of the written decision of the Township Board of Commissioners (Step Three [3]). The parties shall attempt to agree upon the selection of an arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator, the list of arbitrators will be issued pursuant to the American Arbitration Association's Voluntary Labor Arbitration Rules providing a minimum of twelve (12) Arbitrator names. The parties shall appoint an arbitrator by striking names from the list of arbitrators who are members of the American Arbitration Association. The P.B.A. shall strike the first name from the list of arbitrators; the Township shall strike the next name, this shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall be notified of his or her selection by a joint letter from the parties requesting that the arbitrator set a time and place for the hearing subject to the availability of the parties.

The fees and expense of said arbitration shall be shared jointly by the parties. All other expenses shall be borne by the party incurring them.

Section 25.04. Authority of Arbitrator

The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement as applied to the facts of the grievance presented. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement and shall consider and decide only the specific issue submitted to him or her in writing by the parties, and shall have no authority to make any decision on any other issue not so submitted by the parties. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying in any way the application of laws and rules and regulations having the force and effect of law.

The arbitrator's decision shall be made in writing within forty-five (45) working days following the close of the hearing or the filing of briefs. If briefs are required or requested, the briefs will be submitted within thirty (30) working days following the close of the hearing, unless the parties mutually agree to an extension thereof. A decision of the arbitrator rendered in accordance with the foregoing shall be final and binding upon both parties.

Section 25.05. Grievance Initiated by Township

The Township may initiate the grievance procedure as described above by requesting a meeting with the Grievance Committee of the P.B.A. and upon written decision appeal. The Township shall have the right to request arbitration following an attempt to informally resolve the dispute. Under this procedure the Township shall strike the first name on the list of twelve (12) arbitrators, the Police Employee or the P.B.A. shall strike the next name, and this shall continue and the remaining person shall be the arbitrator.

ARTICLE XXVI – MEDICAL EXAMINATIONS

Section 26.01. Medical Examinations

Medical examinations will be required of all Police Employees at the expense of the Township, at a medical facility designated by the Township on the following schedule:

Police Employee's Age Periodic Medical Examination

Ages 18 to 40	Every three (3) years
Ages 41 to 50	Every other year
Age 51 and older	Every year

With the approval of the Chief of Police, or his or her designee, a Police Employee may complete the department medical examination during his or her regular tour of duty. Such medical examination shall be advisory in nature, with a copy of the report going in the restricted access-need to know file and a copy to the Police Employee, except when a Police Employee is found to be physically unfit to perform the assigned duties, in which case the Police Employee may be subject to an Honorable Discharge in accordance with the Police Civil Service Act.

The Township reserves the right to require more frequent or less frequent medical evaluations and examinations. If a condition has been noted or occurs that could indicate a change in ability to perform the physical requirements of the job, additional physical examinations may be scheduled.

Section 26.02 Drug Testing – see Township Policy for Drug Testing to be followed.

Police Employees 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. Randomly determined with a maximum of 20 employees being tested in a calendar year
2. Immediately following a reportable crash in which the Police Employee was the driver of a police vehicle.
3. Immediately following the discharge of a firearm by the Police Employee at a person whether on duty or off duty.

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 Chief of Police or a voluntary resignation within 24 hours will be suspended with intent to terminate.

ARTICLE XXVII – MISCELLANEOUS

Section 27.01. Police Cars

All police cars will be equipped with air conditioning.

Section 27.02. Discipline

All disciplinary actions shall be meted out in work hours, not workdays.

ARTICLE XXVIII – SENIORITY

Section 28.01. Seniority

Seniority is the right of preference as to promotion, lay-off and rehiring, measured by length of service. Seniority rights shall be exercised within a specific classification or to a lower classification only.

Section 28.02.

For seniority purposes, if two (2) or more Police Employees are hired on the same day, the one (1) with the highest point total in the Civil Service final eligibility listing will have seniority over the others, and all others will be ranked by the final eligibility list down to the lower score.

ARTICLE XXIX – LAY OFF PROCEDURES

If for reasons of economy or other reasons, it shall be deemed necessary by the Township to reduce the number of Police Employees, then the following procedure will be applied: the reduction shall be effected by furloughing the Police Employee or Police Employees, including probationary Police Employees, last appointed to the Police Department. Such removal shall be accomplished by furloughing in numerical order commencing with the person last appointed until such reduction shall have been accomplished. In the event that the Department shall again be increased, the Police Employees who were furloughed shall be reinstated in order of their seniority into active service.

ARTICLE XXX - SEVERANCE PAY

Except as otherwise provided in this Agreement, Police Employees resigning or relieved of duty after successfully passing the probationary period will be entitled to severance pay equal to any unused vacation time, accrued overtime, holiday time and pro rata longevity pay based on the number of months the Police Employee had worked since his or her last Anniversary Date.

ARTICLE XXXI- PAST PRACTICES AND BENEFITS

All past practices and benefits currently enjoyed by the parties and not specifically covered in this Agreement are to be continued throughout the life of the Agreement.

ARTICLE XXXII – SEVERABILITY

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently-enacted Federal or State legislation, or by Executive Order, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

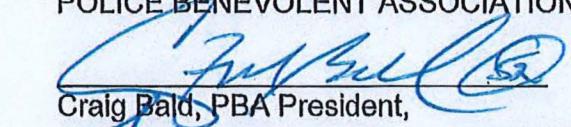
IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of February month, A.D., 2026.

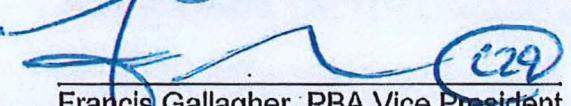
BOARD OF COMMISSIONERS
UPPER MORELAND TOWNSHIP

Kip McFatridge, President

Susan Worth-LaManna, Vice President

UPPER MORELAND TOWNSHIP
POLICE BENEVOLENT ASSOCIATION


Craig Bald, PBA President,


Francis Gallagher, PBA Vice President

ATTEST:

Patrick Stasio, Secretary / Township Manager

TABLE A – VACATION LEAVE TABLE

<u>Length of Service</u>	<u>No. of Vacation Days</u>	<u>Paid Vacation Hours</u>
5 years	13 days	(104 hours)
6 years	14 days	(112 hours)
7 years	15 days	(120 hours)
8 years	16 days	(128 hours)
9 years	17 days	(136 hours)
10 years	18 days	(144 hours)
11 years	19 days	(152 hours)
12 years	20 days	(160 hours)
13 years	21 days	(168 hours)
14 years	22 days	(176 hours)
15 years	23 days	(184 hours)
16 years	24 days	(192 hours)
17 years	25 days	(200 hours)
18 years	26 days	(208 hours)
19 years	27 days	(216 hours)
20 years	28 days	(224 hours)
21 years	29 days	(232 hours)
22 years and above	30 days	(240 hours)

TABLE B - PBA CBA (2027-2028)

PBA WAGE SCHEDULE 1/1/2027 - 12/31/2028

Hired Before June 22, 2022

<u>2026- INCREASE OF 3.25%</u>			<u>2027- INCREASE OF 3.8%</u>			<u>2028- INCREASE OF 3.3%</u>		
Patrolman			Patrolman			Patrolman		
	Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate		Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate		Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate
Step 1 (0-12 mos.)	\$111,675.20	\$53.69	Step 1 (0-12 mos.)	\$115,918.40	\$56.73	Step 1 (0-12 mos.)	\$119,745.60	\$57.57
Step 2 (13 - 18 mos.)	\$118,892.80	\$57.16	Step 2 (13 - 18 mos.)	\$123,406.40	\$59.33	Step 2 (13 - 18 mos.)	\$127,483.20	\$61.29
Step 3 (19 - 24 mos)	\$126,256.00	\$60.70	Step 3 (19 - 24 mos)	\$131,060.80	\$63.01	Step 3 (19 - 24 mos)	\$135,387.20	\$65.09
Step 4 (25 - 30 mos)	\$133,723.20	\$64.29	Step 4 (25 - 30 mos)	\$138,798.40	\$66.73	Step 4 (25 - 30 mos)	\$143,374.40	\$68.93
Step 5 (31 mos and upwards)	\$140,649.60	\$67.62	Step 5 (31 mos and upwards)	\$145,995.20	\$70.19	Step 5 (31 mos and upwards)	\$150,820.80	\$72.51
Sergeant			Sergeant			Sergeant		
	Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate		Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate		Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate
Step 1	\$153,857.60	\$73.97	Step 1	\$159,702.40	\$76.78	Step 1	\$164,964.80	\$79.31
Step 2	\$158,225.60	\$76.07	Step 2	\$164,236.80	\$78.96	Step 2	\$169,665.60	\$81.57

Hired AFTER June 21, 2022

<u>2026- Progression Increase</u>			<u>2027- Progression Increase</u>			<u>2028- Progression Increase</u>		
Patrolman			Patrolman			Patrolman		
	Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate		Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate		Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate
Step 1= 65% of Top Base Salary (0-6 mos.)	\$91,416.00	\$43.95	Step 1= 65% of Top Base Salary (0-6 mos.)	\$94,889.60	\$45.62	Step 1= 65% of Top Base Salary (0-6 mos.)	\$98,030.40	\$47.13
Step 2= 70% of Top Base Salary (7-12 mos.)	\$98,446.40	\$47.33	Step 2= 70% of Top Base Salary (7-12 mos.)	\$102,190.40	\$49.13	Step 2= 70% of Top Base Salary (7-12 mos.)	\$105,580.80	\$50.76
Step 3= 80% of Top Base Salary (13-25 mos)	\$112,507.20	\$54.09	Step 3= 80% of Top Base Salary (13-25 mos)	\$116,792.00	\$56.16	Step 3= 80% of Top Base Salary (13-25 mos)	\$120,660.80	\$58.01
Step 4= 90% of Top Base Salary (26-38 mos)	\$126,588.80	\$60.86	Step 4= 90% of Top Base Salary (26-38 mos)	\$131,393.60	\$63.17	Step 4= 90% of Top Base Salary (26-38 mos)	\$135,740.80	\$65.26
Step 5= 95% of Top Base Salary (39-51 mos and upwards)	\$133,598.40	\$64.23	Step 5= 95% of Top Base Salary (39-51 mos and upwards)	\$138,694.40	\$66.68	Step 5= 95% of Top Base Salary (39-51 mos and upwards)	\$143,270.40	\$68.88
Step 6= 100% of Top Base Salary (52 mos and upwards)	\$140,649.60	\$67.62	Step 6= 100% of Top Base Salary (52 mos and upwards)	\$145,995.20	\$70.19	Step 6= 100% of Top Base Salary (52 mos and upwards)	\$150,820.80	\$72.51
Sergeant			Sergeant			Sergeant		
	Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate		Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate		Est. Base Annual Salary (HRLY Rate x 2080)	Per Hour Rate
Step 1	\$153,857.60	\$73.97	Step 1	\$159,702.40	\$76.78	Step 1	\$164,964.80	\$79.31
Step 2	\$158,225.60	\$76.07	Step 2	\$164,236.80	\$78.96	Step 2	\$169,665.60	\$81.57

**ADDENDUM TO COLLECTIVE
BARGAINING AGREEMENT**

THIS ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT entered into by and between the BOARD OF COMMISSIONERS, TOWNSHIP OF UPPER MORELAND, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, hereinafter referred to as the "TOWNSHIP", of the one part and the UPPER MORELAND TOWNSHIP POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "P.B.A" of the other part.

The parties hereto do intend to be legally bound hereby under and pursuant to the Uniform Written Obligations Act, 33 P.S. Sections 6-8, and to have the terms and provisions hereof incorporated by reference within the Collective Bargaining Agreement between the TOWNSHIP and the P.B.A. for the term January 1, 2021 through December 31, 2024, and as thereafter amended.

This Agreement sets forth the agreed upon provisions of the Police Pension Plan.

ARTICLE 1. ENABLING ACT

The TOWNSHIP has established and agrees to maintain a Police Pension Plan as is authorized by ACT 600, of May 26, 1956, as amended, 53 P.S. Section 767-778 and amendments thereto.

ARTICLE 2. PARTICIPANTS

All full time police Employees employed by the TOWNSHIP shall be members of the Police Pension Plan, as well as the Chief of Police. Individuals employed by the TOWNSHIP on a part-time or casual basis and non-Police Officer employees of the Township such as school crossing guards, dispatchers, police matrons, animal control officers, the Service Officer, secretarial staff and the like are excluded from participating under the plan. Should the Township employ a part-time Police Officer and thereafter employ him or her on a full time basis, there will be no credited service earned for the time worked as a part-time Police Officer.

ARTICLE 3. POLICE PENSION PLAN ORDINANCE

The TOWNSHIP agrees that the benefits set forth in this Addendum and as negotiated or reached pursuant to the collective Bargaining Act for Police Officers, Act 111 of June 24, 1968, P.L. 237, 43 P.S. Sections 217.1-217.16 shall be set forth in a comprehensive Amended and Restated Ordinance that is adopted by the Board of Commissioners.

ARTICLE 4. NORMAL AND EARLY RETIREMENT

A. Each Police Employee will become eligible for a NORMAL RETIREMENT PENSION BENEFIT upon completing twenty-five (25) years of credited service, that is the "NORMAL YEARS OF SERVICE". The NORMAL RETIREMENT PENSION BENEFIT will not commence until the Police Employee separates from service and attains the age of fifty (50) years that is the, "NORMAL RETIREMENT AGE". For all officers hired after June 22, 2022 retirement age shall increase from age fifty (50) to age fifty-five (55) after 25 years of service.

B. The NORMAL RETIREMENT PENSION BENEFIT will commence upon the

first day of the month which is either coincident with or which next follows the retirement of the Police Employee from active service as a Police Officer employed by the TOWNSHIP and upon the Police Employee attaining fifty (50) years of age and completing twenty-five (25) years of credited service. For police officers hired after June 22, 2022 the retirement age shall be raised to age 55. Such officer thus may retire with a normal age and service retirement benefit only after reaching the age of 55 and completing 25 years of service.

C. **EARLY RETIREMENT (Act 24) BENEFIT.** Effective June 22, 2022, the Pension Plan shall provide for an **EARLY RETIRMENT** benefit to be provided consistent with Section 771(i) of Act 600, 53 Pa. Stat. Ann. § 771(i). The early retirement benefit shall be provided to a member of the police force with twenty (20) or more years of service who terminates employment prior to the completion of superannuation retirement age and service requirements and who files a written application for an early retirement benefit with the governing body of the Township. The early retirement benefit shall become effective as of the date the application is filed with the governing body or the date designated on the application, whichever is later, and shall be the actuarial equivalent of a partial superannuation retirement benefit calculated in accordance with the terms of 53 Pa. Stat. Ann. § 771(i).

ARTICLE 5. CREDITED SERVICE

A. Each full time sworn Police Officer who is employed by the TOWNSHIP shall earn one (1) year of credited service for each calendar year¹ that he or she is employed as a full time sworn Police Officer by the TOWNSHIP from his or her Anniversary Date through the date on which he or she retires or separates from service. This section does not apply to employees hired after June 1, 2015.

B. In addition to the above, each Police Employee may purchase up to five (5) years of service credits upon completing five (5) years or more of service as a full-time sworn Police Officer for the TOWNSHIP which "acquired service credits" shall constitute service credits for Pension Plan purposes, only, in strict accord with the intervening and non-intervening military service provisions of the Act of May 29, 1956, P.L. (1955) 1804, Section 4, as amended 52 P.S. Section 770. The Police Employee will be required to pay into the Police Employee Pension Fund the actuarial cost to obtain the credited service in the manner provided in accordance with approved actuarial standards.

ARTICLE 6. SERVICE RELATED DISABILITY PENSION

A. The Police Pension Plan will provide for a "service related disability benefit" available to each full time Police Officer who sustains a **TOTAL DISABILITY** as a result of a service-related injury or impairment or an occupational disease or condition which precludes the Police Employee from permanently performing the normal and usual functions and duties associated with the occupation of a Police Officer. A disability will be deemed to be "service related" if it is compensable under the Pennsylvania Worker's Compensation act, or the Pennsylvania occupational Disease Act.

¹One Thousand (1,000) hours or more of compensable time shall establish the minimum hours for one (1) year of credited service.

B. There is no minimum period of credited service required for a Police Employee to be eligible for a "service-related disability" pension benefit.

C. A Police Employee who is eligible for a "service-related disability" pension benefit will be granted an Honorable Discharge and then be paid effective as of the first day of the month coincident with or which next follows the grant of the Honorable Discharge a monthly service related disability pension benefit as follows:

(1) (i) That sum of money which, together with any payment received pursuant to the Social Security Disability Insurance Act, 42 U.S.C. Section 423², for any Workers' Compensation Insurance benefits for loss of wages and any disability insurance payments received under a policy or plan of insurance purchased or paid for by the TOWNSHIP which shall be equal to one hundred (100%) per centum of the Police Employee's Final Average Monthly Compensation, "F.A.M.C." which has been used to compute the Police employee's retirement benefit. A Police Employee hired after June 1, 2015 who suffers a service connected disability the service related disability pension benefit shall be fifty (50%) of Final Average Monthly Compensation (FAMC) with no offset for Workers' Compensation and no COLA until his/her normal retirement date.

(ii) Included in computing the monthly amount of the service related disability pension benefit will be that sum of money received in the calendar month by reason of benefits received by the Police employee under the Workers' compensation Act, the Occupational Disease Act as well as under the Social Security Disability Insurance Act.

(iii) Should the Police Employee secure a commutation of the worker's compensation wage loss benefit, then in that event the amount received after deducting attorney's fees and costs paid to secure the same, shall be amortized monthly over the remaining number of years of the affected Police Employee's life expectancy using both the interest rate and the life expectancy tables set forth in the plans' actuarial report for that calendar year. At the expiration of the period fixed by the life expectancy table, the amortized monthly deduction shall end and the monthly benefit paid to the Police Employee will be adjusted upwards. The amortized deduction herein provided shall not apply to the surviving spouse or dependent child benefit.

(2) The service-related disability benefit will not be offset for earnings or compensation received from other gainful employment or by reason of the normal Social Security Retirement benefit.

(3) When the disabled Police Employee attains the age of sixty-five (65) years, the service-related disability payments shall be recomputed and adjusted to fifty (50%) per centum of Final Average Monthly Compensation, "F.A.M.C." used to compute the Police Employee's

² There will be no offset for normal Social Security Retirement benefits, 42 U.S.C. Section 402.

retirement benefit, together with the Cost of Living Adjustment increases authorized the February 1 that is coincident with or next follows the wait period as defined in subsection 4 hereof, from and after the date of his or her Honorable Discharge up to the maximum monthly pension that is equal to Seventy-five (75%) per centum of the Police Employee's Final Average Monthly Compensation used to compute his or her pension benefit.

(4) The "wait period" shall be defined to be the first February 1 which occurs in the fourth (4) year from the calendar year in which the police employee is granted an Honorable Discharge, inclusive, if prior to July 1; and the fifth (5) year if honorably discharged on or after July 1. For example, if the Police Employee is honorably discharged on March 31, 1999, the cost of living adjustment herein provided would commence on February 1, 2002, (i.e., 1999, 2000, 2001 and 2002)

D. The physical or psychological restrictions or limitations giving rise to the Police Employee's Honorable Discharge as above is distinguished from the Heart and Lung Act benefits arising by reason of the disability resulting from a "service-related" injury, accident, illness, impairment, occupational disease or condition that is "temporary in nature", although the temporary disability may precede the permanent disability.

E. (i) A determination made by the Board of Commissioners that a Police Employee is not TOTALLY DISABLED as that term is herein defined, may be reviewed and reconsidered by the Board of Commissioners at any time with the understanding that a previous rejection of eligibility for a "service-related disability pension" will not be evidence or collateral estoppel in a subsequent proceeding involving that Police Employee.

(ii) A Police Employee who has been determined to be eligible for a "service-related disability pension benefit" may be required by the TOWNSHIP to undergo reasonable periodic medical evaluations and medical testing. The Board of Commissioners may reevaluate the disabled Police Employee's continued eligibility with competent medical testimony based upon a reasonable degree of medical certainty, using a clear and convincing evidence standard. A Police Employee who is adjudged to be able to perform all of the normal and usual functions and duties of a Police Officer will then be eligible for immediate reinstatement to active service.

ARTICLE 7. VESTING

A. Except as is herein provided in Section 7(B) of this Article, should a Police Employee terminate his or her employment with the TOWNSHIP, or otherwise ceases to be a member of the Department of Police of the TOWNSHIP, whether by reason of his or her transfer to another Department of Police, or to another employer, or by resignation, discharge, firing or for any reason whatsoever prior to vesting in the Police Pension Plan, as is hereinafter provided, and unless an authorized leave of absence is duly approved by the Board of Commissioners, that Police Employee will have caused a break in service and will be entitled to a refund of all contributions made by him or her, then on deposit in the Police Pension Plan, plus interest on those contributions computed at the rate of five and one-half (5½%) per centum per annum, compounded annually and calculated with regard to the Police Employee's contribution

in such a manner so as to disregard fractional Pension Plan years during which the Police Employee's contributions may have been held in the Plan.

B. A Police Employee who has been employed by the TOWNSHIP and has completed twelve (12) years of continuous service as a full time Police Officer with the TOWNSHIP shall be vested with a Police Pension Plan Benefit. Should a Police Employee terminate his or her employment as a Police Officer with the TOWNSHIP, or should he or she cease to be a member of the Department of Police of the TOWNSHIP, whether by reason of his or her transfer to another law enforcement agency, or to any other employer, or by reason of his or her voluntary or involuntary resignation, termination, discharge, removal, furlough or for any reason whatsoever following the completion of twelve (12) years of continuous service and after having achieved vesting hereunder but before attaining the normal retirement age and before completing the normal retirement years of service necessary for a normal retirement pension benefit, as is hereinabove set forth, or otherwise before being eligible for a "service-related disability" pension benefit as is herein provided, that Police Employee may not withdraw his or her Police Pension Plan contributions or the interest accrued thereon without the express written consent of the Board of Commissioners.

C. However, should the Police Employee be subject to the forfeiture of benefits as is set forth in the Public Employee Pension Forfeiture Act, 43 Pa. C.S.A. Section 1311, notwithstanding vesting and the years of service rendered, the Police Employee will forfeit all Police Pension Plan benefits and will be repaid his or her Police Pension Plan contributions without interest and he or she will not be eligible for any Pension benefit as it will be deemed as though he or she had not vested hereunder.

D. The Police Employee who completes twelve (12) years of continuous service as a full-time Police Officer with the TOWNSHIP and who does not withdraw his or her Police Pension Plan contributions will be vested hereunder and unless he or she is eligible for a Normal Retirement Benefit, Service Related Disability Pension Benefit or Non-Service Related Disability Pension Benefit, that Police Employee will be eligible to receive the pro rata pension benefit hereinafter set forth payable from the Police Pension Plan upon his or her attaining the normal retirement age, or upon his or her separation from service and retirement from active service with the Department of Police, whichever event last occurs.

E. A Police Employee will earn one (1) year of credited service if he or she earns compensation equivalent to One Thousand (1,000) hours or more in the calendar year. This does not apply to employees hired after June 1, 2015.

ARTICLE 8. PRO RATA PENSION BENEFIT

A. Each Police Employee may retire from the TOWNSHIP's Department of Police upon his or her completion of twelve (12) years of credited service as a fulltime Police Officer. A pro rata monthly pension benefit will be payable to the Police Employee who renders the minimum number of years of credited service required to vest his or her pension benefit. Accordingly, any Police Employee who renders less than twenty-five (25) years of credited service (NORMAL SERVICE) and then retires or separates from service will, after attaining vesting, be eligible for a Pro Rata Pension commencing upon his or her attaining fifty (50) years of age (NORMAL RETIREMENT AGE). For police officers hired after June 22, 2022, any Police Employee who renders less than twenty-five (25) years of credited service (NORMAL SERVICE) and then retires or separates from service will, after attaining vesting, be eligible for

a Pro Rata Pension commencing upon his or her attaining fifty-five (55) years of age (NORMAL RETIREMENT AGE).

B. (1) The basic monthly Pro Rata Pension Benefit will be equal to fifty (50%) per centum of the Police Employee's Final Average Monthly Compensation reduced pro rata to a proportion which is equal to the ratio that is determined by dividing the total number of years of credited service rendered by the Police Employee with the TOWNSHIP (that is, NUMERATOR) by twenty-five (25) years, the minimum number of years of credited service for a normal pension benefit, (that is, DENOMINATOR). For example, a Police Employee who renders twenty (20) years of credited service will be eligible for a Pro Rata Pension Benefit calculated as follows:

Twenty (20) years of credited service (*Numerator*)

Divided by

Twenty-five (25) years, the minimum for Normal Service (*Denominator*)

Equals

20/25 or 4/5 or eighty (80%) per centum of Normal Service

The percentage of Normal Service will be factored by the standard - Fifty (50%) per centum to determine the Pro Rata Pension Benefit (80% X 50% equals 40%)

Forty (40%) per centum is then the Pro Rata portion of Final Average Monthly Compensation

(2) For Police Employees hired after July 1, 2003, a Police Employee's vested pro-rated pension benefit shall be calculated by taking the Police Employee's normal pension benefit reduced by a fraction for which the numerator is the number of years of service which the Police Employee rendered and the denominator is the number of the years of service that the Police Employee would have rendered had he or she worked until both the age and service requirements for a normal retirement benefit had been satisfied.

ARTICLE 9. NON-SERVICE RELATED DEATH

Should a Police Employee die while employed by the TOWNSHIP by reason of a non-service related death, and the Police Employee has rendered twelve (12) years or more of full-time service, the Pension Benefit for that Police Employee has vested. In that event, should the Police Employee leave a spouse or dependent children to survive him or her, the Pro Rata Pension spousal or dependent child benefit that would be payable to his or her spouse or dependent child from the pension plan will be fifty (50%) per centum of the amount of the Police Employee's Pro Rata Pension benefit which shall be paid until the surviving spouse either dies or remarries, whichever event first occurs.

Should the Police Employee die and he or she has no surviving spouse, but has left dependent children, the dependent children will be eligible to receive fifty (50%) per centum of the Police Employee's pro rata pension benefit earned by the deceased Police Employee which

pension benefit will be paid as herein provided until such time as the dependent child shall attain the age of eighteen (18) years.

The Non-Service Related Death Pension benefit authorized in this Article will commence on the first day of the month which next follows that month in which the Police Employee has died.

Employees Hired after June 1, 2015: The Surviving spouse of an officer hired after June 1, 2015 – who vests and dies before attaining normal retirement date will be entitled to benefits authorized by Act 600 upon the deceased officer's normal retirement date.

ARTICLE 10. DEATH BENEFITS

A. Except as otherwise provided, upon the death of the Police Employee, the surviving spouse of the Police Employee will be paid a Spousal Pension which is equal to sixty-five (65%) per centum of the Police Employee's Normal Retirement Monthly Pension Benefit that the Police Employee would have received had he or she retired, or, if retired, what he or she had been paid, as of the date of the Police Employee's death. This surviving spouse Pension benefit will continue until the death of the surviving spouse.

B. Should the Police Employee die and he or she has no surviving spouse, or should the surviving spouse subsequently die, the survivor's Pension benefit that is equal to sixty-five (65%) per centum sum of the Police Employee's Normal Retirement Monthly Pension benefit will then be paid to the eligible "child" or "children" of the deceased Police Employee until the child attains the age of eighteen (18) years or twenty-three (23) years if attending college. For purposes of this benefit, "attending college" shall be defined as being enrolled in an accredited institution of higher learning and carrying a minimum course load of seven (7) credit hours per semester.

C. The payment hereunder will commence as of the first day of the month which next follows:

- (i) the date on which the Police Employee's death occurs;
- (ii) for the deceased Police Employee's children, the date on which a qualifying spouse dies.

D. As each child of the deceased Police Employee ceases to be eligible for the Pension benefit herein provided, that child's share will then become payable to the remaining eligible children of the deceased Police Employee who do qualify hereunder. It is understood that the monthly pension benefit formerly paid to the Guardian of the Estate for an eligible child of the deceased Police Employee who either dies or has attained the age of eighteen (18) years if not attending college or twenty-three (23) if attending college, will then be allocated among the remaining eligible children of the deceased Police Employee will be increased in equal per capita shares, provided, however, that no such increased benefit may exceed the monthly pension which would be payable hereunder. The aggregate monthly pension benefit payable to the deceased Police Employee's eligible children under this section shall not exceed the monthly spousal benefit that either had been paid to the surviving spouse or would have been payable.

E. Further, any child en venre sa mère at the time of the Police Employee's death who is thereafter born to the surviving spouse of the Police Employee will be considered to be an

eligible "child" hereunder from the date of his or her birth and such after born child will be eligible for inclusion in the monthly survivor's benefit hereinabove provided.

ARTICLE 11. MINIMUM BENEFIT

If a Police Employee is not survived by a qualifying surviving spouse or eligible dependent child and the death benefits payable pursuant to the provisions of this Article leave undistributed and remaining additional contributions that had been made by the Police Employee into the Police Pension Plan that have not been distributed prior to the Police Employee's death, the aggregate of all contributions made by the Police Employee prior to his or her death, together with interest thereon computed at the rate of five and one-half (5½%) per centum per annum, compounded annually from the Plan year of the Police Employee's death or retirement, whichever is first to occur, will then be paid to the Police Employee's designated beneficiary. This payment represents a death benefit that is equal to the excess of the deceased Police Employee's Pension contributions together with interest as above computed existing at the deceased Police Employee's retirement date over the aggregate of the benefits paid to the Police Employee, as well as to his or her surviving spouse and eligible children either as of the date of the Police Employee's death or of the cessation of the spouse's or dependent children's benefits, whichever is last to occur.

ARTICLE 12. ELIGIBILITY FOR MORE THAN ONE PENSION PLAN BENEFIT

In the event a Police Employee or eligible participant qualifies for more than one (1) form of Police Pension Plan benefit that is herein provided, he or she will be entitled to elect and be paid the maximum Pension benefit that would be payable to him or her under the circumstances. It is understood and agreed that only one (1) form of Pension Benefit will be paid to any participant.

ARTICLE 13. DELETED – NOVEMBER 8, 2011

ARTICLE 14. LENGTH OF SERVICE INCREMENT

A. Police Employees who have rendered more than twenty-five (25) years of credited service shall receive a length of service increment of fifty (\$50.00) dollars per month for each year of credited service in excess of twenty-five (25) years, up to a maximum length of service increment of one hundred (\$100.00) dollars per month.

B. Upon the completion of the twenty-sixth (26th) year of actual service, the Police Employee will receive the maximum length of service increment which will be added to his or her basic monthly pension of one hundred (\$100.00) dollars. The provision shall not duplicate and is not to be paid in addition to the length of service increment provided in subsection (A) above.

ARTICLE 15. COST OF LIVING ADJUSTMENT

A. Each February, all eligible participants hired before January 1, 2012 who are recipients of pension and disability benefits under the Police Pension Plan and who have been eligible to receive Pension benefits for the "Wait Period" as is herein defined, inclusive of February 1 of the year in which the "C.O.L.A." adjustment herein provided is to be made, shall

have their monthly pension benefit increased by the percentage which the "Consumer Price Index of the Philadelphia Metropolitan Region", hereinafter known as the "C.P.I.-U" in Article II of the Collective Bargaining Agreement and established through the office of the United States Department of Labor, or any successor agency, has increased during the previous calendar year.

B. In no event shall the pension benefit be increased by reason of a "C.O.L.A." adjustment in an amount that is more than six (6%) per centum in any one (1) calendar year.

C. In the next following years, a similarly computed cost of living adjustment or increase to the extent of the "C.P.I.-U" of the preceding calendar year will occur, and so on, from year to year until the monthly pension benefit payment has been increased up to the maximum authorized "C.O.L.A." adjustment.

D. The maximum "C.O.L.A." adjustment to each monthly pension benefit shall occur when the monthly pension is equal to seventy-five (75%) per centum of the "Final Average Monthly Compensation" that was used in computing the participant's retirement benefit. In the event that a Pro Rata Pension Benefit is being paid to a retired Police Employee and the monthly pension benefit is less than forty-five (45%) per centum of the Police Employees "Final Average Monthly Compensation", the maximum increase in the monthly pension benefit by reason of the cumulative cost of living adjustment (C.P.I.-U) will be thirty (30%) per centum of the "Final Average Monthly Compensation" that was used in order to calculate the basic monthly pension amount.

Police employees hired on or after January 1, 2012, are not eligible to receive any Cost of Living Adjustment benefit.

ARTICLE 16. FINAL AVERAGE MONTHLY COMPENSATION

A. The term "FINAL AVERAGE MONTHLY COMPENSATION" shall mean the sum of the Police Employee's total earnings, compensation and wages, which is earned or payable in the Police Employee's final thirty-six (36) months of service divided by thirty-six (36). The term compensation shall include the Police Employee's base wage pay or salary, overtime pay, vacation pay, longevity increment pay, K-9 and special duty pay, shift differential, holiday pay, educational increment pay, sick pay, incentive pay or bonus, Court time and on-call pay as well as any other direct monetary compensation, excluding however, reimbursed expenses, non-monetary compensation such as fringe benefits paid by the TOWNSHIP, and other payments made in lieu of expenses.

B. For Police Employees hired after July 1, 2003, the computation of a Police Employee's Final Average Monthly Compensation shall not include any lump sum payments for accrued but unused leave time, including holiday time, which was earned outside of the last thirty-six (36) months of the Police Employee's employment.

ARTICLE 17. NO OFFSET FOR SOCIAL SECURITY RETIREMENT BENEFITS

There will be no offset made to any form of a pension benefit herein provided for the amount paid or payable by reason of Social Security Retirement benefits, or any successor program.

ARTICLE 18. DISPUTES

Any dispute or controversy concerning a pension benefit, any claim or eligibility for benefits or concerning the Police Employee's pension contribution rate will be submitted for resolution under and pursuant to the grievance and arbitration procedure. However, it is agreed that the time constraints for the filing and processing of any grievance set forth in the grievance and arbitration procedure are waived.

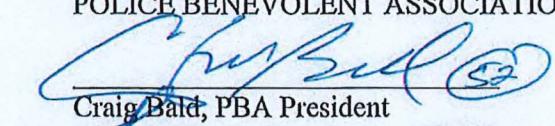
IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of February A.D., 2026

BOARD OF COMMISSIONERS
UPPER MORELAND TOWNSHIP

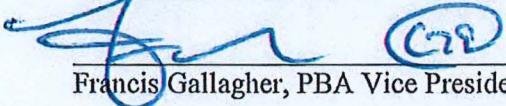
Kip McFatridge, President

Susan Worth-LaManna, Vice President

UPPER MORELAND TOWNSHIP
POLICE BENEVOLENT ASSOCIATION



Craig Bald, PBA President



Francis Gallagher, PBA Vice President

ATTEST:

Patrick Stasio, Secretary / Township Manager

PBA CBA 1/1/27 -12/31/28
Date Ratified by BOC: _____

UPPER MORELAND TOWNSHIP POLICY FOR DRUG TESTING

I. APPLICATION

This policy applies to all sworn police officers of the Upper Moreland Township Police Department (the "Department").

II. POLICY

The Department has a commitment to provide a safe and healthful workplace for Department employees and to provide safe and healthful neighborhoods for the residents of Upper Moreland Township. We recognize that, in order to accomplish our goals, we must implement programs that will enable us to achieve our objectives in an effective manner while respecting the rights of our employees.

With its obligations to its employees, residents, the public, and others in mind, the Department must make every reasonable attempt to establish a work environment that is free from the adverse effects of drug and alcohol abuse, both directly and indirectly. The Department, therefore, enacts this drug and alcohol policy. The purpose of this policy is not to discipline or discharge officers that can be helped and rehabilitated. Rather, the purpose of this policy is to ensure the safety of the Department's operations. Also, to the extent the law allows, the Department seeks to help its officers resolve their drug and alcohol problems through counseling and rehabilitation. Discipline and discharge will normally result only if officers refuse to cooperate with the policy, test positive for unauthorized drug and/or alcohol use in violation of this policy, or, after having undergone a treatment or rehabilitation program, officers once again slip into drug or alcohol problems.

III. PURPOSE

The purpose of this policy is to offer guidelines to ensure an officer's drug free status as a condition of employment, to ensure drug/alcohol tests are ordered for officers randomly and/or based on reasonable suspicion, and to provide procedures for drug/alcohol testing and the handling of cases of suspected drug abuse within the Department.

IV. DEFINITIONS

- A. Drugs:** Any and all controlled substances, such as, but not limited to, marijuana, cocaine, amphetamines, PCP, and opiates, and including prescription and over-the-counter medications, such other substances as may be required by law, and any other "controlled substance," which means any substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 802) or the Regulations of the Drug Enforcement Administration at 21 C.F.R. § 1308.11.
- B. Drug Abuse.** Illegal use of drugs.
- C. Positive Test Result:** In breath testing, the presence of alcohol in the body of a concentration of 0.02 or greater as measured by an Evidential Breath Testing

(“EBT”) device. In urine testing, a test which reflects the confirmed presence of a tested-for drug.

D. Refusal to Submit to Testing: The following conduct constitutes refusal to submit to a drug and/or alcohol test required under this Policy:

- Failure to appear for any test (except a pre-employment test) within a reasonable time after being directed to do so, as determined by the officer’s work location at the time of notification;
- Inability to provide a specimen or breath sample without a valid medical reason;
- Tampering, adulterating, or substituting a specimen;
- Delaying arrival at a designated collection site;
- Leaving the collection site prior to test completion;
- Failure to permit an observed or monitored collection when required;
- Failure to take a second test when required;
- Failure to undergo a medical evaluation regarding failure to produce a urine sample when required, as permitted by law and when required;
- Once a test is under way, failure to remain at the testing site and provide a breath or urine specimen;
- Leaving the scene of an accident, requiring Drug and Alcohol testing as defined under Section VIII Procedures, Subsection B, 4-Post Accident Testing, without just cause prior to submitting to a test;
- Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
- Is reported as having a verified adulterated or substituted test result; or
- Refusal to complete and sign forms when required.

Such refusals will be treated as insubordination and recorded as a positive test. The officer will be subject to discipline up to and including discharge from employment.

E. Police Officer: All sworn police officers employed by the Department, from the rank of Police Officer up to and including the Chief of Police.

F. Reasonable Suspicion. A ground for belief linked to articulable, objective facts or circumstances to warrant submitting an officer to testing. Reasonable suspicion must be documented before testing.

V. PROHIBITIONS—ALCOHOL

This Policy prohibits each of the following types of conduct:

1. The use, possession, distribution, sale, purchase, manufacture, or dispensation of or intoxication by alcoholic substances or beverages or intoxicants by any officer while on Department premises or in the course of conducting Department business during regular working hours, including while at lunch or on breaks. An exception to the possession of alcohol is any officer's authorized on duty seizure of alcohol that is appropriately reported and recorded following Department procedures and regulations.
2. The performance of police duties by an officer with an alcohol concentration of 0.02 or greater.
3. The use of alcohol while an officer is performing police duties or while the officer is on call to perform police duties.
4. The performance of police duties within four (4) hours after using alcohol. An officer who has used alcohol within four hours of reporting to perform police duties must report such alcohol use immediately to his/her supervisor and shall not perform police duties.
5. The Refusal to Submit to Testing with respect to any alcohol test required under this Policy.

VI. PROHIBITIONS—DRUGS

This Policy prohibits each of the following types of conduct:

1. The use, possession, distribution, sale, purchase, manufacture or dispensation of or intoxication by illegal drugs, controlled substances not medically authorized, related drug paraphernalia, or other substances by any officer whether off-duty or on Department premises or in the course of conducting Department business during regular working hours, including while at lunch or on breaks. An exception to the possession of the above items is the authorized on duty seizure of said items that are officially reported and logged into evidence according to the Department policies and procedures. An exception to the purchase of illegal drugs is authorized on duty undercover purchase of the above items that are reported and logged into evidence according to Department policies and procedures.
2. Reporting for duty requiring the performance of police duties when using any drug unless the use is pursuant to the instruction and supervision of a licensed medical practitioner who has advised the officer that the use will not adversely affect his/her ability to perform his/her duties. An officer under such medical instruction and supervision must inform his/her supervisor immediately, including notice of the use of a drug and the instructions of the treating licensed medical practitioner.

3. The Refusal to Submit to Testing with respect to any drug test required under this Policy.

VII. PRESCRIPTION DRUG USE

The appropriate use of legally prescribed drugs and nonprescription medication is not prohibited. It is the Department's policy, however, that each officer must report the use of medically authorized drugs that may impair job performance or mental function to his/her supervisor prior to performing police duties. Officers must provide proper written medical authorization to work from a physician when using such authorized drugs. It is the officer's responsibility to inform the physician of the officer's job duties and determine from the physician or other health care professional whether or not the prescribed drug may impair their job performance or mental or motor function.

Any failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in discharge from employment.

VIII. PROCEDURES

A. General Guidelines

1. Department officers shall not take any controlled substances unless prescribed by a person licensed to prescribe them.
 - a. Any illegal use of drugs by an officer, whether on or off duty, is prohibited.
 - b. Officers shall immediately report evidence of suspected drug abuse by another officer to their commanding officer.
2. All property belonging to the Department may be inspected.

B. Required Drug Tests

1. Applicant Testing Before Hiring
 - a. Applicants shall be tested routinely for drug and alcohol abuse as part of their pre-employment physical exam under the following circumstances:
 - i. Applicant drug testing shall only be conducted after a conditional offer of employment has been given.
 - ii. The drug test shall be administered by a Department-approved physician at a medical site. An approved laboratory shall perform the analysis.
 - iii. The results of the drug test shall be kept confidential. Officers who breach this confidentiality shall be subject to discipline.

2. Officer Tested for Reasonable Suspicion of Drug or Alcohol Abuse
 - a. The Department will test officers for both alcohol and drug use when a commanding officer trained in the detection of alcohol and/or drug use believes that reasonable suspicion of alcohol and/or drug use exists. The belief that reasonable suspicion exists will be based on specific, contemporaneous, attributable observations concerning the conduct, appearance, speech, or body odors of the officer. Reasonable suspicion alcohol testing will only be conducted either just before or during an officer's performance of his or her duties, or just after the officer's performance of his or her duties.
 - b. If another member of the Department reports evidence of drug/alcohol abuse to a supervisor that constitutes reasonable suspicion, the following steps are to be taken:
 - i. The commanding officer shall obtain a written statement from the employee making the allegation.
 - ii. The commanding officer then shall prepare a report for an internal investigation.
 - iii. The commanding officer, with the Chief's permission, shall order the officer to undergo drug and/or alcohol testing.
3. Random Testing. Department officers must submit to random testing for alcohol and drug use. Random alcohol testing will only be conducted either just before an officer reports to work, during that officer's performance of his or her duties, or just after that officer's performance of his or her duties. Random selection shall be by a scientifically valid method and testing shall be conducted throughout the year and on all days and hours during which Department services are being conducted.

Random drug and alcohol test dates are unannounced, and Department officers are to proceed immediately to the test site after being notified of their having been scheduled for a random drug and/or alcohol test.
4. Post-Accident Testing. Department officers are required to submit a drug and alcohol test if they are involved or contributed to an on-duty accident or any accident involving a Township vehicle that seriously damages a vehicle, machinery, property or results in an injury to themselves or another employee. Seriously damages is defined as any accident involving human fatality, results in bodily injury with requiring immediate medical treatment, and/or any accident resulting in disabling damage to any motor vehicle requiring the vehicle to be towed away or resulting in the vehicle having to be taken out fo Township/police service for repairs

other than cosmetic repairs. The employee will provide urine specimens for drug testing as soon as possible after but, in no case later than thirty-two (32) hours after the accident. Officers must be tested for alcohol within two (2) hours after a motor vehicle accident. A covered employee may not consume alcohol until he/she has been tested. Officers must be readily available for testing even if:

- (a) they leave the site to obtain medical care.
- (b) they leave the site to obtain assistance as a result of an accident.

5. Return to Duty Testing. Following an officer's referral to treatment for problems associated with the use of alcohol and/or drugs, and prior to his or her return to duty and performance of police functions, he or she must submit to alcohol and drug testing. To be eligible to return to duty, the officer's alcohol test must result in a concentration of less than 0.02, and his or her drug test must result in negative result.
6. Follow-Up Testing. Following an officer's referral to treatment for problems associated with the use of alcohol and/or drugs, and successful completion of return to duty testing, he or she will be subject to unscheduled follow-up testing consisting of at least six tests during the first twelve months following the treatment. Follow-up testing may continue for up to forty-eight (48) months.

C. Alcohol Testing Process

1. All testing will be conducted at a Department-approved testing site.
2. Alcohol tests will be administered using a breath specimen obtained using an approved evidential breath testing device ("EBT"), except in cases of on-the-scene testing conducted by federal, state, or local officials.
3. Protections for Officer Being Tested: Detailed records documenting the proper functioning of the testing equipment and the testing procedure will be maintained to ensure the validity of the results and the accuracy of the identity of the officer being tested. The officer will be asked to participate in this process.
4. Collection of Specimen and Results: The officer will be required to provide a breath sample into the EBT. If the test results in a breath alcohol concentration of less than 0.02, the test is concluded, and the results will be recorded. If the test results in a breath alcohol concentration of 0.02 or greater, a confirmation test will be conducted.
5. The confirmation test will be conducted within 30 minutes of the completion of the screening test. The confirmation test results are the final results of the test.

D. Drug Testing Process

1. All testing will be conducted at a Department-approved testing site.
2. Urinalysis is the primary method of drug testing for the screening of drug/alcohol abuse in officers.
 - a. The officer must be positively identified by a photographic ID with an accompanying name and payroll number before the sample is obtained from the selected physician.
 - b. The officer's supervisor shall notify the officer that the drug screening through urinalysis will be required according to this policy.
 - c. Skilled, trained personnel shall supervise and conduct all tests.
 - d. Both applicants and officers shall be tested at a medical site pre-approved by the Department. Collection of specimens shall not embarrass, demean or cause physical discomfort to the person tested.
 - i. The testing facility shall be private, secure and clean.
 - ii. The officer shall remove any unnecessary outer garments such as jacket or coat. All personal belongings such as a briefcase or purse will not accompany the officer into the specimen collection room.
 - iii. The officer shall not run any water, flush the toilet or handle anything else in the room until the specimen has been collected and recorded by the testing agent.
 - iv. The specimen collector shall not accompany the officer into the private stall.
 - e. Before the test, the officer must list all medication currently being taken under medical supervision and all over-the-counter medication or dietary supplements being used.

3. Initial Screening Test

- a. The urine sample is first tested through EMIT (Enzyme Multiplied Immunoassay Technique) because of its low cost and relative accuracy. If a controlled-substance subject to federal DOT urine-testing regulations is found to be present at the initial-test cutoff concentration, the sample will be submitted for a confirmation test. The initial-test cutoff levels will be as follows:

Amphetamines			
(Amphetamine and Methamphetamine)	500	ng/mL	
Cannabinoids (marijuana metabolites)	50	ng/mL	
Cocaine metabolite	150	ng/mL	
Opiates (Morphine and Codeine)	2000	ng/mL	
Phencyclidine (PCP)	25	ng/mL	

- b. An initial positive report should be classified as "confirmation pending" and does not confirm substance abuse.
- c. Notification of positive test results to the Chief of Police will be withheld until confirmation results can be obtained.

4. Confirmation Tests

- a. The GC/MS (Gas Chromatography/Mass Spectrometry) test constitutes the confirmation step. The test distinguishes between closely related compounds and its results are conclusive. If a drug is determined to be present at the following confirmation cutoff concentration, the test will be reported as positive:

Amphetamines			
(Amphetamine and Methamphetamine)	250	ng/mL	
Cannabinoids (marijuana metabolites)	15	ng/mL	
Cocaine metabolite	100	ng/mL	
Opiates (Morphine and Codeine)	2000	ng/mL	
Phencyclidine (PCP)	25	ng/mL	

- b. In cases where the GC/MS test confirms the presence of drugs in the urine sample, the testing laboratory shall notify the Chief of Police. The sample shall then be retained for six months to allow for further testing in case of a dispute. The Chief of Police, or his designee, will provide a copy of the positive results to the medical examiner whom, upon consultation with the officer and upon reviewing the officer's medical history, will verify the confirmed test results.

- 5. DOT Concentration Levels. If at any time, during the term of this collective bargaining agreement, the DOT updates or adjusts the concentration levels, for either initial-test cutoff or confirmations concentrations, found in 49 CFR Part 40, Section 40.87, the updated concentration levels will immediately replace the outdated concentration levels in this agreement, and the Department will provide notice and a copy of the updated concentration levels to each officer in the Department.
- 6. Sample-Splitting. The testing laboratory will make provisions to properly preserve, store and secure a split sample of the original urine specimen to be preserved and made available for purposes of independent testing.

7. Chain of Custody. The testing laboratory will be subjected to appropriate external proficiency testing and internal quality assurance procedures for evaluating the performance of its testing process and procedures. These procedures must be in accordance with Pennsylvania law and contract specifications.

E. Drug Test Results

1. The lab shall notify the Chief of Police or his designee immediately upon completion of the analysis.
2. The lab shall report as positive only those samples which have been confirmed to be positive for the presence of drugs.

F. Consequences of Positive Test Results

1. For all positive drug test results and alcohol tests of 0.04 or greater:
 - Immediate removal of the employee from work without pay;
 - The employee must be evaluated, before returning to work, by a Substance Abuse Professional (SAP) to determine whether treatment is indicated. In all instances, the Township reserves the right to issue discipline, including termination, pursuant to Section G of the Policy;
 - If no treatment is prescribed, the employee must successfully complete a return to work test (alcohol less than 0.02 and negative for drugs) before being reinstated. In all instances, the Township reserves the right to issue discipline, including termination of employment;
 - If treatment is prescribed, the SAP will refer the employee to a treatment center for appropriate treatment. The employee must receive and successfully complete treatment prior to returning to work. If the treatment program requires an extended absence from work, the employee will remain eligible for any benefits provided in the Township's health insurance coverage, for the first occurrence. A second positive test will result in termination of employment. Failure to successfully complete prescribed treatment will also result in termination of employment;
 - Upon successfully completion of the prescribed treatment, the SAP must review the employee's rehabilitation process and certify the employee as fit to return to work duty, and the employee must successfully pass a return to duty alcohol or drug test. If the return to duty test is an alcohol test, the BAC must be under 0.02. In all instances, the Township reserves the right to issue discipline, up to termination;
 - The employee will be subject to follow-up testing pursuant to FMSCA regulations.
2. Covered employees who test positive will:
 - Be advised specifically what drug or what amount of alcohol was discovered;

- If the employee is advised by the MRO that the first (1st) urine sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine sample be forwarded by the first (1st) laboratory to another independent and unrelated approved laboratory. If the retest is negative, it will be paid for by the Township and no disciplinary action will be taken and;
- Be subject to any rehabilitative or disciplinary action described in Section G of this policy;
- In all instances, the Township reserves the right to issue discipline, including termination of employment without adherence to guidelines in Section G of this Policy.

G. Disciplinary Action

1. If a drug test of an applicant for employment who has been given a conditional offer of employment results in a Confirmed Positive Test Result, a finding that the specimen was adulterated or substituted, or an invalid test, the Department may reject the applicant's conditional offer of employment and/or bar the applicant from employment.

If an officer who is employed by the Department tests positive for illegal drugs, and the results are confirmed as stated above, such officer shall be terminated for violating this policy.

2. Refusing to submit to a drug or alcohol test is a serious offense and shall be treated in the same manner as a positive drug test. Refusal to submit to drug/alcohol testing in accordance with this Policy is grounds for discipline up to and including discharge, consistent with the terms of this Policy.
3. Procedure for Disciplinary Action: This procedure shall be utilized prior to any discharge or other discipline being imposed pursuant to this policy. In the case of a drug test that yields a Positive Test Result or an alcohol test that yields a 0.04 or higher, the officer shall be placed on leave-without-pay status subject to the following disciplinary procedure:
 - a. The Department shall notify the officer by certified mail of the results and schedule a hearing before the Chief of Police or his designee.
 - b. If the officer is a member of a bargaining unit, it is the responsibility of the officer to inform his bargaining representative of the test results and the date and time of the hearing.
 - c. At the hearing, the Chief or his designee shall review the incident or incidents which caused the Department to order the tests and the results of the tests. The officer will be given the opportunity to provide information to show that he/she did not violate the Department policy and may at that time offer the results of an

independent test, if one was conducted, on a sample of the same specimen or of the officer's split specimen.

- d. If the Chief determines that the officer has violated the Department's Policy for Drug Testing, the officer will be subject to discipline up to and including discharge consistent with this policy.
4. **An officer who voluntarily comes forward to seeks assistance for a drug or alcohol problem, prior to notification of selection for drug testing, shall be referred to the Employee Assistance Program ("EAP"). In such a case, the officer shall be placed on paid sick leave for a period not to exceed (160) hours. At the expiration of the paid sick leave period the officer will be placed on administrative leave without pay until he or she is cleared to work but may utilize his or her accrued leave. The officer's failure to comply with all terms of the EAP, including follow-up testing and return to work testing, shall result in the officer's immediate termination. Officers enrolled in the EAP shall be subject to all other requirements of this policy, including random and reasonable suspicion testing. Any subsequent violation of this policy shall result in the officer's immediate termination.**

H. Record Keeping

1. All of the records relating to the administration and results of the Township's alcohol and drug testing program for its covered employees will be maintained in accordance with DOT alcohol and controlled substance program record retention requirements.

**UPPER MORELAND TOWNSHIP
HEART AND LUNG POLICY AND PROCEDURE**

Heart and Lung Eligibility

A. A Police Officer who incurs a temporary, disabling injury suffered in the line of duty.

Report of Work Related Injury and Request for HLA Benefits

A. A Police Officer who is injured in the line of duty should promptly report all such injuries to their Command Officer / Supervisor in writing using the Employee Injury Report Form (Attachment A). The Employee Injury Report shall include a description of the time, place and circumstances of the event leading to the injury, the circumstances of the injury and the identity of any witnesses or other individuals with whom the officer spoke with at the scene.

B. A Police Officer who is reporting an injury in the line of duty will comply with the Workers' Compensation procedures.

C. All work related injuries should be reported verbally and in writing on Employee Injury Report Form with as much detail as possible to the Command Officer /Supervisor, by the end of the shift on which the injury is suffered or, if that is not possible, as soon as possible thereafter. If the Officer is unable to make a verbal report of the injury by the end of the shift, the officer shall notify his immediate supervisor to do so. The verbal and written report shall be made no later than five (5) calendar days after the injury occurs. The Command Officer /Supervisor is responsible for reporting the injury and providing the completed Employee Injury Report Form to the Chief of Police and to Human Resources within 24 hours of the time they are notified/receive the Employee Injury Report. If the Police Employee is unable to meet the prescribed deadlines the Command Officer/Supervisor shall complete the Injury Report Form on the Police Employee's behalf and submit to the Chief of Police and HR. The Command Officer/Supervisor shall provide the completed form to the Police Officer as soon as he/she is capable of reviewing and signing. The signed document shall be forwarded to the Chief of Police and HR.

D. Any Police Officer who believes they are entitled to receive disability benefits under the Heart & Lung Act (HLA) must request those benefits using the Heart and Lung Claim Form (Attachment B) within seven (7) calendar days after reporting their injury to Upper Moreland Township. The completed Heart and Lung Claim Form must be sent to the Upper Moreland Township Human Resources and to the Chief of Police within 24 hours of receipt.

E. The Chief of Police or his designee shall provide to Human Resources a detailed report within three (3) days from date of injury regarding the nature of the injury, providing all relevant facts related to how and where the injury occurred including obtaining witness statements (if applicable).

Medical Releases, Fitness for Duty Examinations and Termination of HLA Benefits

A. Within five (5) calendar days after receipt of the HLA Benefits Request Form, Upper Moreland Township will send a written acknowledgement to the Claimant enclosing a Medical Release and Authorization Form which the Claimant must complete and return by no later than seven (7) business days after the date of the Township's acknowledgement letter.

B. Upon receipt of the Medical Authorization and Release Form, the Township may ask that the Claimant be examined by a physician selected by the Township. The Township shall so notify the Claimant in writing if an Initial Medical Evaluation is required and make the necessary arrangements. The Claimant must attend such an examination. In rare cases, the Township may also require the Claimant to complete a more extensive HLA Claim form providing detailed information about the nature of the injury and the treatment received by the Claimant for that injury.

C. The Township shall have the right to require that an Officer receiving Heart and Lung Act benefits and/or performing Alternate Duties submit to periodic independent medical examinations to be paid for by the Township to assess whether the Officer continues to remain eligible for benefits under the Heart and Lung Act and/or is, or remains capable of, performing Alternate Duties. If an officer fails to appear for scheduled examination without being excused by the Township prior to the appointment, which excuse the Township shall not unreasonably withhold or deny, the Officer's benefits may be suspended by the Township. The officer's benefits under the HLA will be suspended from the date of the officer's unexcused absence from the appointment until the officer attends the rescheduled appointment.

D. If the Township receives medical information evidencing that the officer can no longer be considered temporarily disabled as required for receipt of HLA benefits, but instead has an injury of lasting or indefinite duration, then the Township shall notify the officer in writing. A determination shall be made in coordination with Workers' Compensation, if applicable, regarding whether the officer is permanently disabled and should be granted a service connected disability.

E. If the Township receives medical information evidencing that the officer can no longer be considered temporarily disabled as required for receipt of HLA benefits, but instead has sufficiently recovered from his or her injury to resume his or her normal police duties, then the Township shall notify the officer in writing and order that officer return to work. The officer's HLA benefits will be terminated upon the Officer return to work. The parties agree that if there is no dispute and no appeal as described below, no hearing is required before the officer returns to the alternate duty position and his or her Heart and Lung Act benefits are suspended.

Determination of HLA Benefit Requests by the Township

A. Upon review of the information about the HLA claim, including the results of any independent medical evaluation obtained, the Township will notify the Claimant in writing as to whether the Township has accepted or denied the Claimant's request for HLA benefits. For routine HLA claims, the Township will provide written notice of its determination to the Claimant within thirty (30) calendar days after receipt of the signed Medical Release and Authorization Form from the Claimant. In other cases where further investigation is required the Township will make its determination as soon as practicable under the circumstances.

Duties of Claimant Upon Acceptance of HLA Benefits Claim by the Township

A. Upon acceptance of the Claimant's request for HLA benefits, the Claimant is required to cooperate fully with the Township. This cooperation includes the provision of updated medical information and submission to any follow-up medical evaluations required by the Township.

Use of Paid Sick Leave

A. If the Claimant is unable to perform their duties as a result of their injury before the Township has determined whether to accept the Claimant's request for HLA benefits, the lost time from work shall

be recorded as sick leave. If the Claimant's request for HLA benefits is approved and accepted by the Township, then all applicable records will be changed to reflect Injured on Duty (IOD).

Payment of Salary

A. Until a decision has been made to accept or reject the Claimant's request for HLA benefits, the Claimant will be paid their regular benefits and salary, after deduction of all taxes normally withheld by Payroll.

B. Should the Claimant's request for HLA benefits be accepted by the Township the Officer will be placed on injured on duty status retroactively back to the Officer's date of incapacitation. The Township will pay the Officer one hundred percent (100%) of the Officer's pay tax free in a manner consistent with the Heart and Lung Act and other applicable law going forward from the determination date.

Should the Claimant's request for HLA benefits be accepted by the Township then if within in same calendar year Payroll will make the appropriate adjustment for the taxes previously withheld from the Claimant's wages before that determination was made. If the taxes were applied in previous calendar year the Claimant will receive a letter explaining the withholdings for tax filing. On or after the acceptance of the Claimant's request for HLA benefits the Claimant will receive his or her full rate of pay without applicable tax deductions.

HLA and Workers' Compensation

A. A Police Officer who incurs a temporary, service connected-disability and who receives benefits under the HLA shall remit to the Township any workers' compensation wage loss benefits received (net of attorney fees approved by a judge pursuant to the Workers' Compensation Act) which are coincident with the receipt of HLA.

B. All Police Officers claiming either a Workers' Compensation and/or Heart and Lung injury shall treat with the Township's posted list of treating physicians for ninety (90) days.

C. At any time after receiving the Officer's application for Heart and Lung benefits and pending its determination on such benefits, the Township may place the Officer on injury time if the Officer is approved for Workers' Compensation benefits or for other appropriate reasons solely at the Township's discretion. The Township's action in placing an Officer on injury time under such circumstances is not an acceptance of the injury under the Heart and Lung Act. Such Officer, however, will not be required to utilize sick leave during his or her absence while on injury time pending the Township's determination of his or her Heart and Lung claim.

Denial of HLA Benefits

A. If the Township denies the Claimant's request for HLA benefits, the Township shall so inform the Claimant in writing and provide the reasons for that denial and description of the HLA adjudication process.

B. If the Township does not render a determination on the Officer's claim for the HLA benefits within sixty (60) calendar days of the submission of the Officer's completed H&L request, then upon the sixtieth (60th) calendar day the application shall be deemed denied. However, following such a deemed denial the Township shall have the right to affirmatively reverse the denial prior to any pending arbitration hearing.

Dispute / Appeal of HLA Decision

- A. All Heart and Lung disputes shall be decided by the Township pursuant to a local agency hearing before the Township Board of Commissioners.
- B. If the Police Officer's initial claim for benefits under the HLA is denied, the officer shall have the right to file a written demand with the Township that a hearing be held pursuant to this Agreement. Within five (5) days of receipt of the order denying the Claimant's HLA claim and/or requiring the officer to return to duty, said officer may issue a written demand to the Township that a Heart and Lung Act hearing before the Township Board of Commissioners ("Heart and Lung Hearing Panel" be held in order to adjudicate the officer's claim for benefits under HLA.
- C. Similarly, at any time subsequent to an officer receiving HLA benefits, the Township may demand a Heart and Lung Act hearing be held in order to determine whether an officer continues to be entitled to HLA benefits. In such case, HLA benefits shall continue pending the decision of the Township Board of Commissioners.

HLA Hearing

- A. The Township shall establish a date for the Heart and Lung Hearing Panel hearing to be held within fifteen (15) days from the date of receipt of the Hearing demand.
- B. The Township shall require that the parties confer and submit a list of undisputed facts and any stipulation concerning the admissibility of evidence (including the deposition testimony of medical experts or simply the medical reports) prior to the date of the Hearing. The parties shall also exchange exhibits at least four (4) calendar days prior to the hearing.
- C. The parties may take depositions of any and all relevant witnesses.
- D. Any and all requests for continuances shall be submitted in writing to the Township; said request for continuances shall be granted by the Chairman of the Heart and Lung Hearing Panel only where good cause is shown, or where all parties agree to a continuance. The parties may only agree to extend the hearing date for a maximum of 21 business days (cumulative). All other requests need the approval of the Township and must be for good cause.
- E. The Heart and Lung Hearing Panel may issue subpoenas, although requests for said subpoena must be submitted no later than three (3) days prior to the date of the Hearing, with a copy of the subpoena request being served upon the opposing party. All Hearings shall be on the record and transcribed by a licensed court reporter within the Commonwealth of Pennsylvania.
- F. At the hearing before the Heart and Lung Hearing Panel, each party may be represented by counsel of its choosing. At such Hearing, both parties may offer an opening statement, present the direct examination of witnesses, cross examine opposing witnesses, offer evidence, and conclude with a closing statement.
- G. Each party shall submit to the Heart and Lung Hearing Panel proposed findings of fact and conclusions of law, with a brief in support thereof, within ten (10) business days after the receipt of notes in testimony.

H. The Heart and Lung Hearing Panel shall be required to render a decision, in writing, within ten (10) business days after the parties submit their proposed findings. Said decision must include the findings of the Heart and Lung Hearing Panel and/or the reasons for said decision.

I. Any party, the Township or the Association, aggrieved by the decision of the Heart and Lung Hearing Panel may file an appeal through the contractual grievance procedure. Should the arbitrator reverse or modify the decision of Heart and Lung Hearing Panel, the necessary adjustments shall be made to reflect the arbitrator's ruling (e.g. the police officer shall be charged with use of sick time, workers' compensation or use of other contractual time off if HLA benefits are denied in whole or in part as to the period of time in which the officer has been out of work; alternatively, if HLA benefits are granted, all sick time and other contractual time off utilized by the police officer during the period of disability shall be restored). The parties shall abide by the decision of the Local Agency Hearing Panel while any appeal is pending.

Accrual of Paid Leave Time

A. Police Officers shall not accrue any leave benefits while out of work on Heart and Lung leave. All leave benefits shall be pro-rated and shall only accrue once the police officer returns to work.

Alternate Duties

A. Any officer who is eligible for Heart and Lung Act benefits and on an approved work related injury leave may be assigned to Alternative Duties based on operational needs. The Alternate Duty assignments are temporary positions only and are not intended to create a permanent position.

Miscellaneous/ Administrative

A. All Heart and Lung medial bill payments shall be priced/paid according to the medical bill fee schedule of the Pennsylvania Workers' Compensation Act.

B. Any officer receiving workers' compensation benefits shall be required to complete the workers' compensation LIBC wage reporting form and shall have an affirmative duty to report any income the officer receives while receiving Heart and Lung Benefits.

**TEAMSTERS LOCAL 107 – BLUE COLLAR
CONTRACT**

BY AND BETWEEN
UPPER MORELAND TOWNSHIP BOARD
OF
COMMISSIONERS
AND THE
TEAMSTERS LOCAL 107 UNION

EFFECTIVE: January 1, 2027 through December 31, 2028

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	RECOGNITION.....	3
II.	COMMITTEES.....	3
III.	BULLETIN BOARDS.....	3
IV.	UNION ACTIVITIES.....	4
V.	DISCRIMINATION.....	4
VI.	STRIKES AND LOCKOUTS.....	4
VII.	GRIEVANCES.....	4
VIII.	HOURS OF EMPLOYMENT AND OVERTIME RATE.....	6
IX.	HOLIDAYS.....	7
X.	VACATIONS.....	8
XI.	EXCUSED ABSENCES.....	9
XII.	WAGES AND CLASSIFICATIONS.....	14
XIII.	SENIORITY.....	17
XIV.	LONG AND FAITHFUL SERVICE.....	18
XV.	SEPARATION FROM SERVICE.....	18
XVI.	SAFETY.....	18
XVII.	STABILITY OF AGREEMENT.....	20
XVII.	HEALTH, WELFARE AND MEDICAL BENEFITS.....	20
XIX.	PENSION.....	23
XX.	MISCELLANEOUS.....	23
XXI.	NEGLECT-OF-DUTY REPRIMAND SYSTEM.....	24
XXII.	TERM OF AGREEMENT.....	26

ATTACHMENTS:

- Vehicle Classification List 2027-2028
- Blue Collar Essential Position List 2027-2028
- Teamsters Local 107 Blue and White Collar Substance Abuse Handbook 2027-2028
- Teamsters Local 107 Blue and White Collar FMLA Policy 2027-2028

THIS AGREEMENT entered into this, _____ day of _____ 2026 by and between the TOWNSHIP OF UPPER MORELAND, hereinafter referred to as the "Employer", and the Teamsters Local 107 - Blue Collar, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the parties to this Agreement desire to establish and maintain a state of mutual understanding and cooperation, create harmonious relations between the Employer and the Employees and abide by this Agreement in the settlement of any and all disputes that may arise between them concerning the subject matter of this Agreement, and to set forth herein the basic Agreement covering rates of pay, hours of work, classification of jobs and other conditions of employment to be observed between the parties in the employment of persons in the Township Public Works Department, including Highway Division, Sanitation Division, Equipment Division, Equipment Maintenance Division, and Parks and Recreation Department.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties hereto mutually covenant and agree as follows:

ARTICLE I. RECOGNITION

Section 1. The Employer recognizes the Union as the sole collective bargaining representative with respect to the rates of pay, wages, hours of employment or other conditions of employment for all hourly-rated employees in the Public Works Department, Highway Division, Sanitation Division, Equipment Maintenance Division, and Parks and Recreation Department excepting executive, salaried, elected officials, Department Heads and temporary, or seasonal employees, and agrees not to recognize, deal with or negotiate with any other labor union, organization or committee in connection with the terms or conditions of employment herein defined.

ARTICLE II. COMMITTEES

Section 1. The Employer recognizes and will deal with all the accredited members of the Committees and the Union officers in all matters relating to grievances, interpretation of the Agreement or in any other matters, which affect, or may affect, the relationship between the Employer and the Union.

Section 2. A written list of the Committee members and Union officers shall be forwarded to the Employer immediately after designation, and the Union shall notify the Employer of any change in the membership of the Committee or Union officers.

ARTICLE III. BULLETIN BOARDS

Section 1. The Employer does hereby agree that the Union may erect and maintain bulletin boards, the size, appearance and location of which shall be satisfactory to the Employer and Union for the sole purpose of posting notices of Union meetings, Union elections, and results thereof, appointments to Union Offices, changes in Union by-laws and social and recreational affairs. The employer shall be furnished in advance with a copy of the notice to be posted.

ARTICLE IV. UNION ACTIVITIES

Section 1. It is mutually agreed that Union meetings as scheduled may take place on the Employer's property after working hours, as agreed upon by both sides. Other activities provided for under this Agreement may take place on Employer's property during working hours.

ARTICLE V. DISCRIMINATION

Section 1. The Employer agrees that there shall be no discrimination against any officer, committeeman or member of the Union, for his/her Union activity, nor will it discourage or attempt to discourage membership in the Union.

Section 2. No person in the service of the Public Works department or the Parks and Recreation department of the Township, or seeking admission thereto, shall be favored or discriminated against in any way because of his/her race, sex, national origin or political or religious opinions or affiliations or other legally protected status under state, federal or local statute. No person shall willfully or corruptly make or cause to be made any false statement, certificate, promotion, demotion, removal or appointment held or made under the provisions of the Upper Moreland Township Code, Title 2 Administration, Chapter 4 Township Manager or in any manner commit or attempt to commit any fraud preventing the impartial execution of the Code provisions. No person shall, either directly or indirectly, solicit, pay, render, receive or give any money, service or other valuable thing to any person for, or on account of, or in connection with any test, appointment, promotion, demotion, layoff or dismissal.

ARTICLE VI. STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no lockouts on the part of the Employer and no strikes, slow- downs or stoppages of work on the part of the employees, and the Union agrees that neither it nor any of its Officers or representatives will call, instigate, authorize or ratify any strike, slow-down or stoppage of work.

ARTICLE VII. GRIEVANCES

Section 1. For the purpose of this Agreement, the word "grievance" means any dispute or complaint between the Employer and the Union with regard to work within classification, wages, hours or other conditions of employment, or between any individual employees or group of employees and the Employer concerning the effect, interpretation, application, claim or breach or violation of this Agreement or any other dispute among the parties.

Section 2. Employees will undertake to carry out properly any work assignment given to them. In the event any grievance arises over the propriety of the assignment of the work, or from any other cause, the work will be performed by the employee without interruption, and the employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein.

Section 3. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court or other legal or administrative action against the other until the dispute, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstance giving rise to such dispute, claim, grievance or complaint.

Section 4. Teamster Local 107 Shop Stewards, will notify his/her supervisor to request permission to investigate complaints or grievances before absenting themselves from work. Permission to investigate complaints or grievances shall not be unreasonably withheld. Shop Stewards shall be permitted to investigate complaints and grievances during work hours but time spent investigating during workday shall not exceed an hour. Supervisors shall be promptly notified upon return to work.

Section 5. Employees participating in the settlement of grievances or in conducting of safety inspections or resolving issues of employee safety during normal scheduled hours shall be paid at their normal rate of pay by the Employer.

Section 6. Grievance Procedure

A. The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible and as quickly as possible to insure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amicable solution.

B. Any such grievance shall be settled in accordance with the following procedure:

(1) Any employee who believes himself to be aggrieved and the Shop Steward of such employee shall take up the grievance with the employee's immediate supervisor within five (5) working days of the occurrence of the matter giving rise to the grievance, or, within five (5) working days of his or her reasonable notice hereof. In the event that the employee, Shop Steward, and supervisor cannot arrive at a mutually satisfactory adjustment of the grievance, the supervisor shall inform the employee and Shop Steward within five (5) working days after the submission of the grievance and the employee may elect to proceed to Step (2) of this procedure.

(2) The employee shall complete and sign the Report of Grievance Form stating the nature of the grievance; the employee shall submit the Report of Grievance Form to the Shop Steward for signature and the completed Report of Grievance Form shall be submitted to the employee's department head within five (5) working days from the advice to proceed to step (2) by the employee's supervisor. Within five (5) working days of the receipt of the written grievance, the Department Head shall meet with the employee and his/her representative and attempt to resolve grievance. In the event that no satisfactory settlement can be arrived at, the Teamsters Local 107 may proceed to step (3) of this procedure.

(3) The Union President or designee shall submit the grievance in writing to the Human Resources Manager and the Township Manager within five (5) working days from the date of the advice to proceed to this Step (3) by the employee's Department Head. Within five (5) working days of the receipt of the written grievance, the Human Resources Manager, shall call a meeting for the purpose of considering the grievance, which meeting shall include the Township Manager, Human Resources, the Department Head, the employee, the Union representative and any other person or persons involved in the grievance. The Human Resources Manager shall render a written report of the findings and decision on such grievance within (5) working days, unless a greater period of time shall be agreed to by the parties in writing, and deliver copies of such decision to the Department Head, the employee and the Union representative. In the event that such decision is not satisfactory to the Union, it may proceed to demand final and binding arbitration under Step (4) of this procedure.

(4) The Union representative shall have the right to submit the grievance to an impartial arbitrator for final and binding arbitration within twenty (20) working days of the Township's Step (3) answer. Within five (5) working days of the receipt of the written demand for arbitration, the Township Manager or a representative appointed by the Township Manager, shall meet with a representative of the Union to select a mutually-agreed upon Arbitrator. In the event the parties are unable to agree then they shall

select an arbitrator in accordance with the voluntary Labor Arbitration rules of American Arbitration Association.

(5) The Arbitrator shall not have the authority to amend or modify this agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all the benefits of this Agreement which would have accrued to him/her, had there been no grievance.

(6) Both the Township and the Union agree to accept the decision of the Arbitrator as final and binding subject to the provisions of the Uniform Arbitration Act of the Commonwealth of Pennsylvania.

(7) The fees and expenses of the Arbitrator will be shared equally by the Township and the Union, including any clerical or stenographic expenses that both agree to. All other expenses shall be borne by the party incurring them.

ARTICLE VIII. HOURS OF EMPLOYMENT AND OVERTIME RATE

Section 1. It is mutually understood and agreed that the normal maximum work day for full time employees shall be eight (8) hours, as follows:

A. The Public Works Department and the Parks and Recreation Department's normal workday shall be eight (8) hours commencing work at 6:30 A.M., except the Equipment Maintenance Division in which with one half the workforce in this division shall start at 6:00 A.M. and the other one half shall work the normally scheduled workday.

B. The normal workweek shall be five (5) consecutive days, Monday through Friday inclusive.

C. Each employee is entitled to one fifteen (15) minute coffee break.

Section 2. It is mutually understood and agreed that time and one-half will be paid for all hours worked in excess of an employee's normally scheduled workday in any one day.

Section 3. It is mutually understood and agreed that time and one-half will be paid for any and all hours worked on Saturday, except when Saturday is considered part of the normal work schedule. It is mutually understood and agreed that double time will be paid for any and all hours worked on Sunday.

Section 4. The Union shall provide manpower for all snow and ice control operations and for overtime work for leaf collection and the day after Thanksgiving.

Section 5. The Employer will make every reasonable effort to distribute overtime equally by seniority within job classifications, among qualified full time employees. Employees shall be notified twelve (12) hours in advance of prearranged overtime.

Section 6. In the event, the union does not provide required staffing for weather related emergencies, leaf collection, and trash and recycling collection the day after Thanksgiving; employees who do not report to work will be subject to Article XXI Neglect of Duty Reprimand System Section 2. A, which shall carry a 12 month reckoning period. This provision does not apply to employees on authorized/approved leave.

Section 7. All work performed before the regular starting time of the scheduled shift, shall be paid for at the rate of time and one-half unless as previously agreed upon between the Employer and the Union.

Section 8. Any change in the shift hours specified in this Agreement unless agreed upon by the Employer and the Union may be taken up as a grievance at any time within one week after such change becomes effective.

Section 9. Call-in time for those emergencies that occur outside the normal work schedule shall be paid on the following basis:

A. Full time employees called in to work during the emergency shall be paid from punch-in time back to the nearest quarter-hour interval plus one-half hour travel. On punching out, the employees shall be paid ahead to the nearest quarter-hour interval.

B. Full time employees called in to work during emergency shall receive a minimum of three hours pay which shall include travel time and one and one-half times their regular rate of pay.

Section 10. Overtime weekend assignment for dog kennels shall be posted and rotated among full time employees interested. One key to site shall be provided by employee's supervisor to the employee receiving the assignment on Friday afternoon and will be returned by the employee to that supervisor on the following Monday morning.

Section 11. On Saturdays, during the leaf season only, full time employees shall receive double time if a full eight (8) hour shift is worked.

ARTICLE IX. HOLIDAYS

Section 1. The Employer hereby agrees that all full time employees shall be granted eight (8) hours' pay at their normal rate for the following holidays regardless of the day of the week on which they fall:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve - 1/2 Day
Independence Day	Christmas Day
Juneteenth	New Year's Eve 1/2 Day

and any other days which the Township Manager may hereafter designate as full paid holidays for other municipal employees.

Section 2. When a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 3. When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 4. Holiday Pay - Christmas Day and New Year's Day. For each hour worked during the twenty-four (24) hour period of the aforementioned holidays, full time employees shall receive double time in addition to the normal day's pay. Full time employees required to be on Stand-by Call shall receive \$50.00 for the day. Said Stand-by Call Pay shall be paid to the affected employees whether or not the said employees are assigned to work the aforementioned holidays. Stand-by Call shall be recommended by the Department Head and approved by the Township Manager. Anyone called to work on the aforementioned holidays shall receive a minimum of four (4) hours pay at the appropriate

rate, no matter how long the said full time employee is on duty. The stand-by list shall be based upon seniority, within the classification required.

Section 5. If a full time employee is required to work on another scheduled holiday, he shall be paid double time for any and all hours worked, plus his normal day's pay, except for the "Day after Thanksgiving". If an employee is required to work the "Day After Thanksgiving" he shall be paid time and a half for any and all hours worked on that day, plus his normal day's pay for the holiday.

Section 6. Personal Days In addition to the holidays set forth above, full time employees shall be entitled to take five (5) personal days off, with pay based upon an eight (8) hour day, in each year. In the first calendar year of employment an employee hired before April 1st, is eligible for (5) personal days; an employee hired between April 1st and September 30th is eligible for (3) personal days; and an employee hired after October 1st is not eligible for any personal days in the first calendar year of employment. One personal day may be carried over to a succeeding year, provided that it is used in the first six (6) months of such year. Except in the case of an emergency, requests for a personal day must be made a minimum of five (5) working days in advance of the day requested, in the event of requests for the same day by different employees which cannot be granted to each employee without impairing the operations of the Township, the request received on the earliest date shall be honored and in the event of requests received on the same date, the request of the employee with greater seniority shall be granted.

Section 7. Work on Christmas Eve and New Years Eve Employees are required to complete their work assignments prior to leaving for the day on Christmas Eve and New Years Eve unless he/she obtains prior approval from the Department Head.

ARTICLE X. VACATIONS

Section 1. Annual Leave

A. Effective January 1, 2009, the annual leave schedule for full time employees shall be based upon the following schedule with years of service being calculated on a calendar year. A full time employee's first calendar year of employment will count as (1) year of service; and a full time employee's 2nd calendar year of employment will be considered entering into his/her second year of service in accordance with the annual leave schedule provided below. The annual leave schedule for full time employees hired before January 1, 2002 shall be based upon the following schedule.

From 1-4 years of service:	10 days per year
Entering 5 th year of service:	11 days per year
Entering 6 th year of service:	12 days per year
Entering 7 th year of service:	13 days per year
Entering 8 th year of service:	14 days per year
Entering 9 th year of service:	15 days per year
Entering 10 th year of service:	16 days per year
Entering 11 th year of service:	17 days per year
Entering 12 th year of service:	18 days per year
Entering 13 th year of service:	19 days per year
Entering 14 th year of service:	20 days per year
Entering 15 th year of service:	21 days per year
Entering 16 th year of service:	22 days per year
Entering 17 th year of service:	23 days per year
Entering 18 th year of service:	24 days per year
Entering 19 th year of service:	25 days per year

All full time Employees having a date of hire after January 1, 2002, shall be entitled to a maximum of twenty (20) vacation days per year.

B. Beginning the 2009 calendar year the maximum amount of vacation allowed to be carried over into the following calendar year is (37.5) vacation days equal to (300) vacation hours. Effective December 31, 2012 the maximum amount of vacation hours that can be carried over into the following calendar year is equal to (270) hours.

C. No employee may be permitted to take more than three (3) consecutive weeks of annual leave at one time. Request for additional consecutive leave can be forwarded to the Township Manager, who has the right to approve such request for exceptions to the three consecutive-week rule at his sole discretion. Such approval shall not be unreasonably withheld. All vacation requests must be received a minimum of five (5) working days prior to the time requested, except in the case of an emergency, which may be granted at the discretion of the Department Head.

D. An employee absent from work due to a non-work related illness must report to work at least one full day in the month in order to be eligible to receive the vacation accrual for said month. If the employee is absent from work for the entire month due to a non-work related illness the employee is not eligible for his/her vacation accrual for the said month.

ARTICLE XI. EXCUSED ABSENCES

Section 1. Jury Duty Full time employees of the Public Works Department and Parks and Recreation Department covered by this Agreement, who are required to serve as Jurors, shall be entitled to a leave of absence with pay provided the employee submits the original subpoena to schedule off from work on the designated jury day and upon return to work the employee submits the official jury note certifying the jury duty was served. Provided that the compensation of jury duty does not exceed the amount due the Township employee, said employee shall be entitled to his compensation for jury duty in addition to the compensation due him from the Township for the time he served.

Section 2. Military Leave An employee who is a member of the reserve component of one of the Armed Forces of the United States (which shall mean the Army Reserve, the Marine Corps Reserve, the Air Force Reserve, the Navy Reserve, the Coast Guard Reserve, the Army National Guard, and the Air National Guard) shall be granted leave as follows:

A. An employee who is a member of one of the reserve components of the Armed Forces of the United States shall be granted, except as provided in Section B below, an unpaid leave of absence for active duty, active duty for training or inactive duty training and shall be afforded all rights to re-employment and other benefits in accordance with the applicable provisions of Federal law or the laws of the Commonwealth. Said employee may utilize accrued paid leave, at his/her discretion, during the leave of absence.

B. In the event of any leave for required training for a member of one of the reserve components of one of the Armed Forces of the United States for a period not to exceed fifteen calendar days in any calendar year, such employee shall be entitled to paid leave for such period, without loss of accrued vacation time or any other benefits for such time period.

Section 3. Funeral Leave

A. In case of death of spouse, father, mother, father-in-law, mother-in-law, step-mother, step-father or children, a full time Employee is entitled to up to five (5) consecutive work days off without

loss of pay.

B. In case of death of a member of the immediate family, a full time employee is entitled to up to three (3) calendar days off without loss of pay. Immediate family shall include, brother, sister, grandmother, grandfather, step-son, step-daughter, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, spouse's grandmother, grandfather, step-brother, and stepsister.

C. Employees entitled to time off on account of death of relatives will be in attendance at the funeral or engaged in activities in connection with same.

D. Employees may request extended time off for funeral leave purposes. Such requests will be granted at the sole discretion of the Township Manager. Approval of such request shall not be unreasonably withheld.

E. A delegation of up to five (5) members of the Union, officers or their designees, shall be granted time off with pay to attend the funeral service of an Union member who has passed away while in the service of the Township or who has retired from the Township.

Section 4. Sick Leave

A. Full time employees whose date of hire is prior to January 1, 2002, are entitled to sick leave at the rate of one (1) day per month, for a total of twelve (12) days per year and the accumulation of such sick leave shall be unlimited. Full time employees whose date of hire is after January 1, 2002 are entitled to sick leave at the rate of three quarter (.75) day per month, for a total of nine (9) days per year and the accumulation of such sick leave shall be unlimited.

B. Upon the completion of three (3) years of service, full time employees whose date of hire is prior to January 1, 2002, are entitled to sick leave at the rate of one and one quarter (1 1/4) days per month for a total of fifteen (15) days per year and the accumulation of such sick leave shall be unlimited. Upon completion of three (3) years of service, full time employees whose date of hire is after January 1, 2002 are entitled to sick leave at the rate of one (1) day per month for a total of twelve (12) days per year and the accumulation of such sick leave shall be unlimited.

C. An employee absent from work due to a non-work related illness must report to work at least one full day in the month in order to be eligible to receive the sick accrual for said month. If the employee is absent from work for the entire month due to a non-work related illness the employee is not eligible for his/her sick accrual for the said month.

D. In January of each year, full time employees who have not utilized the sick leave days earned in the previous calendar year under subsections A and B above may elect to have the Township purchase such unused sick leave days from the preceding year at a rate of 66.66% of such employee's wages at the rate applicable at the time of the accrual of the sick leave days for each sick leave day, in which event such days as are purchased shall not be accumulated. Employees electing to retire and who are eligible for full retirement benefits under the PMRS Pension plan can elect to cash out up to ten (10) sick days from their bank of sick time at the rate of (66.66%) at the hourly rate in effect at the time of retirement.

E. Any full time employee who is on sick leave reprimand as set forth in subsection I below shall not accrue any incentive days during the time they are under said sick leave reprimand.

F. In order to discourage the indiscriminate use of sick leave an incentive equal to one (1) day's

wages shall be paid to that full time employee who uses no sick leave and who is not absent for a work related injury classified under workers' compensation equal to the employee's normally scheduled work day or a workers' compensation absence which is greater than one day. Eligibility for this sick incentive will be reviewed during the one-fourth (1/4) of the calendar year. Said period shall commence on January 1, April 1, July 1, and October 1. The incentive payment shall be made payable during the payroll covering the beginning of the next incentive period. In lieu of one (1) day's wages, and full time employees may elect to take one (1) day off with pay within a reasonable length of time after the end of the incentive period involved, provided that the day requested does not adversely affect the work schedule of the Department of Public Works or the Parks and Recreation Department. Full time employees who have elected to take an incentive day(s) off may carry over such incentive days(s) off through the next calendar year provided such day(s) off is taken within the first six-month period of the said calendar year. If the said incentive day(s) off is not taken in the manner prescribed above, the employees shall be compensated one (1) day's wages at the rate of pay that was in effect during the time in which the incentive day(s) was earned by the affected employee.

G. Any employee who wishes to be placed on sick leave must notify the Director of Public Works or his designee, or the Director of Parks and Recreation or his designee prior to the scheduled starting time of the day in question. If absent for three (3) or more consecutive days, medical certification certifying the illness on the Township prescribed form from the treating physician shall be required at the onset of the absence and to certify the employee's ability to return to work. If the employee reports to work and then leaves early due to illness the partial day sick absence does not count towards the (3) days sick absence requiring a written note.

H. Any employee who must visit a physician or a pharmacy must notify his supervisors that he will be away from his home, and shall present evidence that such visit or visits were made upon employee's return to work.

I. If an employee is absent from work either the day prior to or the day after a holiday, medical certification certifying the illness on the Township prescribed form from the treating physician shall be required to be presented upon return to work. If certification is not presented, the employee will not receive pay for either the sick day or holiday day. In addition, the employee will receive a verbal reprimand for first occurrence and may be subject to further discipline for future occurrences.

J. In order to prevent the potential abuse of sick leave, the following policies will be in effect:

After a potential pattern of sick leave utilization has been noted in any twelve-month period, an immediate evaluation of the affected employee's sick leave history shall be undertaken in order to determine if any abuse has taken place. If the results of the said investigation indicate that the employee in question is abusing sick leave privilege, a reprimand shall be issued to the subject employee. If said employee shall incur any illnesses from the effective date of the reprimand during the next ninety (90) working days, a doctor's excuse will be required in order for the employee to receive his sick pay. If, under the conditions outlined above, an employee receives a second reprimand, a doctor's excuse will again be required in order for the employee to receive his sick pay for any illness incurred in the six-month period following the issuance of the reprimand. Should an employee receive three such reprimands within an eighteen-month period of time, the employee may be subject to termination.

Section 5. Leave of Absence Without Pay

A full time employee may be granted leave of absence without pay provided it shall be requested in writing to the employee's Department Head, setting forth the circumstances which warrant such leave, and the Department Head shall recommend in writing such leave to the Township Manager, who shall approve all such leave before such leave is taken. Employees on leave without pay shall not be entitled to accrue annual or sick leave for any month during which he is absent on such leave, but the employee shall be considered continuously in service for seniority and other benefits, provided he shall have complied with requirements otherwise prescribed. Leave of absence without pay may be authorized for periods of thirty (30) days or less per year and the total authorized leave may not exceed twelve (12) months for an employee during his tenure of employment.

Section 6. Compensation Due to Injury While Working

When a full time employee is injured while in the performance of his duties as an employee, he shall have the following options:

OPTION 1: To elect to continue to receive his normal forty (40) hours pay less workers' compensation during his absence from work until his doctor reports him ready to return to work.

OR OPTION 2: To elect to waive receipt of his normal forty (40) hours pay less workers' compensation during his absence and receive the Workers' Compensation payment directly. If the employee chooses to elect this option the employee is responsible for the payment of any voluntary deductions to the Township and/or any outside parties and the employee understands that Workers' Compensation payments received directly will not be included as compensation for the purpose of pension contributions.

It is the Employee's responsibility to notify the Township HR department in writing if electing Option 2; otherwise Option 1 will be applicable for the length of the work related injury covered under workers' compensation for up to six months.

After six (6) months on Workers' Compensation the employee will receive the Workers' Compensation payment directly and a physician appointed by the Township shall examine the employee and a determination shall be made as to when the employee shall be able to return to work and what his job capabilities will be upon his return.

Any employee who must visit a physician or a pharmacy must notify his supervisors that he will be away from his home before leaving his home, and shall present evidence that such visit or visits were made upon return to work.

An employee who is absent due to a work related injury and requests to take a scheduled vacation leave must request approval in writing from the department head. Subject to WC medical approval the department head will authorize vacation leave which will be deducted from the employee's vacation balance.

Section 7. Education and Training Courses

A. Any employee who successfully completes an educational or vocational training course which is work related, and approved in advance by the Department Head and the Township Manager, shall be reimbursed in full for the costs involved, provided they obtain a certificate of completion. Any employee who attends a training course that is graded on a pass/fail system shall be reimbursed in full for the costs involved provided employee provides Employer with the passing grade certificate. An employee who completes educational courses for credit shall be reimbursed for the costs of books involved, and shall be reimbursed for tuition costs in accordance with the following schedule:

Course Grade of "A" or equivalent - 100% reimbursement
Course Grade of "B" or equivalent - 75% reimbursement
Course Grade of "C" or equivalent - 50% reimbursement
Course Grade of "D" or equivalent - No reimbursement

B. Employer shall provide to the employees within the Bargaining Unit four (4) training sessions per year for the purpose of instructing Bargaining Unit members with regard to appropriate procedures to be applied in connection with the performance of the work of the Bargaining Unit. The Employer and the Executive Board shall meet quarterly for the purpose of determining and scheduling such training sessions.

C. An employee attending educational or vocational training courses as directed by the Township, after normal working hours will be paid at the rate of time and one-half, or with compensatory time. The decision as to which form of compensation will be made by the Township Manager before commencement of the activity, and the employee shall have the right to refuse attending the activity without prejudice. If said educational or vocational training courses are to be conducted at a location that is 100 miles or further from Upper Moreland Township, the Employee shall be entitled to lodging and meals for an overnight visit for a one-night course, and shall be eligible for meals and lodging for all days involved in a course that is longer than one day. If the school session is completed at a time later than 6:00 p.m., the employee shall also be entitled to overnight accommodations for that evening.

D. Training sessions shall be scheduled as follows, and for the following purposes:

August	Leaf Collection
October	Snow Removal
May	Paving
	Safety Training Courses

Section 8. Additional Long Term Illness and/or Disability Benefit

Additional paid leave for sickness and/or disability for permanent, full time employees may be provided, subject to approval, within the following schedule once an employee has used up his/her entire sick leave entitlement including future accrual which will be advanced for the said calendar year. Should an employee separate from employment for reasons other than retirement he/she will have to pay back such sick time used but not yet earned in the calendar year:

One (1) year to less than five (5) years:	Four (4) weeks at full rate of pay
Five (5) years or more:	Eight (8) weeks at full rate of pay

In all cases, certification on Township prescribed form from the treating physician is required and the employee shall be entitled to this benefit upon the recommendation of the Department Head and the concurrence of the Township Manager. Length of service, employee performance, and sick leave record shall determine the availability of this benefit to any full time employee. The discretionary recommendation of this benefit and the schedule for entitlement is provided per calendar year.

Section 9. Family and Medical Leave Act Policy

The Township shall provide benefits as required under the Family Medical Leave Act in accordance with the Township's FMLA Policy.

ARTICLE XII. WAGES AND CLASSIFICATION

Section 1. Wage Schedule

A. It is mutually understood and agreed that the following classifications and wage rates shall be effective and incorporated into this Agreement for full time employees. Each job classification shall have pay grades as set forth below:

POSITION	TEAMSTERS LOCAL 107 BLUE COLLAR				
	2027 STEP 1	2027 STEP 2	2027 STEP 3	2027 STEP 4	2027 STEP 5
FOREMAN (ALL)	\$41.17	\$43.59	\$45.11	\$46.61	\$48.08
SIGN SHOP COORD	\$38.50	\$40.80	\$41.90	\$43.26	\$44.56
ADMIN. CLERK	\$35.22	\$37.20	\$38.50	\$39.80	\$40.99
SR. EQUIP OPERATOR	\$40.19	\$42.65	\$43.77	\$45.60	\$46.48
CREW LEADER/P.WORKS & CREW LEADER/ P.R.	\$40.19	\$42.65	\$43.77	\$45.60	\$46.48
EQUIP. OPERATOR	\$38.93	\$41.26	\$42.35	\$43.70	\$45.00
WELDER-FABRICATOR	\$37.91	\$40.24	\$40.80	\$42.81	\$44.19
*MECHANIC A	\$38.55	\$40.75	\$42.13	\$43.17	\$44.56
MECHANIC B	\$37.74	\$39.90	\$41.26	\$42.34	\$43.71
JR EQUIP OPERATOR	\$37.74	\$39.90	\$41.26	\$42.34	\$43.71
SWEEPER OPERATOR	\$36.96	\$39.09	\$40.19	\$41.42	\$42.67
HEAVY TRUCK DRIVER	\$36.96	\$39.09	\$40.19	\$41.42	\$42.67
MEDIUM TRUCK DRIVER	\$35.20	\$37.80	\$38.58	\$39.72	\$41.09
LIGHT TRUCK DRIVER	\$33.44	\$35.46	\$36.86	\$37.84	\$39.33
MAINTENANCE WORKER	\$33.44	\$35.46	\$36.86	\$37.84	\$39.33
SIGN SHOP WORKER	\$34.39	\$36.34	\$37.82	\$38.80	\$40.32
PARK ATTENDANT	\$30.48	\$32.23	\$33.92	\$35.27	\$37.05
LABORER	\$30.16	\$31.81	\$33.39	\$35.05	\$36.55
CRAFTSMAN	\$37.44	\$39.65	\$41.07	\$42.59	\$43.78
CUSTODIAN MECH. ASS'T	\$34.50	\$36.52	\$37.80	\$39.09	\$40.19

*Must have PennDot Certification.

B. Effective January 1, 2027, an increase in wages shall be provided equal to (3.8%).

C. Effective January 1, 2028, an increase in wages shall be provided equal to (3.3%).

D. Any new full time employee should be placed in Step 1 of their specific classification. Any full time employee who is promoted shall be placed in Step 1 of the new classification or that Step which first represents an increase of at least Ten Cents (\$.10) per hour in compensation over his Step in his previous classification.

E. A merit system is in effect for all full time employees covered by this agreement on the following basis:

1. All step increases for employees within each classification shall be based upon a satisfactory or better performance rating. Each employee shall be eligible for a step increase under the merit system when he has completed the following time in grade, and has obtained an acceptable performance rating. Once an employee has reached Step 5 in his classification, he shall have his performance reviewed on a yearly basis thereafter on his anniversary date for that specific classification:

Step 1 -	Entry Level
Step 2 -	Nine (9) Months Later
Step 3 -	Nine (9) Months Later
Step 4 -	Nine (9) Months Later
Step 5 -	Nine (9) Months Later

2. If a full time employee shall receive an unsatisfactory performance rating at any time, he shall be reviewed again ninety (90) days later. Said employee shall be counseled as to what performance is expected of him and of any employee shall receive three (3) unsatisfactory performance reviews in succession, he shall be automatically terminated from the services of the Township.

F. Payment for Work in Higher Classification

1. When a full time employee is assigned to perform work on a job classification higher than the affected employee's job classification, such employee shall be paid at the first step of the salary scale for the position in which he is acting provided that the increase shall be no less than Ten Cents (\$.10) per hour, and provided also that should the affected employee's salary in his present classification be the same or higher than any step in his acting position, the said employee shall be paid the next higher step in the salary scale of the said position in which he is acting.
2. In any case in which a full time employee has been temporarily transferred to work in more than one job classification higher than their job classification, all hours worked in the higher classification shall be cumulatively applied towards the lowest of the higher classifications involved. When these hours total 696 hours in any calendar year, unless Section 1 above applies, the employee so affected shall assume the job classification and wage classification involved on a permanent basis, assuming the job classification seniority date as of the first date of such assignment.

3. Full time employees assigned to work in a job classification that pays less than their regular job classifications shall receive the rate of pay for their regular job classification.

G. Public Works Department Job Assignment: Job Assignments in the Public Works

Department will be made based on seniority. It is mutually understood and agreed that employees with the highest seniority will be assigned to perform the jobs in order of equipment/classification listed below. The equipment and the number of each piece of equipment used on a daily basis will be determined by Management. If a piece(s) of equipment is not utilized than the job assignment will move to the next equipment/classification in list below:

Sanitation Truck
Paving Equipment requiring a HTD classification
Recycling Truck/ Heavy
Recycling Truck / Medium
Medium Truck
Light Truck
Laborer

Note: The above does not apply to employees who hold a position/assignment not listed above (i.e. Equip Operator, Mechanic, Sweeper Operator, etc.) unless that employee is needed to perform one of the above job assignments; then that employee will be placed based on his/her seniority. In addition, job assignment based on an employee's seniority will not apply if the employee does not have the experience/skills to perform the duties of the job. (i.e. operating the paving roller, skid loader, dump truck, etc.)

Section 2. Longevity Payments

- A. The longevity plan for full time employees hired after January 1, 1978 shall be based upon the following schedule:

<u>2027-2028</u>	
5-9 years of service	\$1350
10-14 years of service	\$1600
15-19-years of service	\$1850
20 or more years service	\$ 2100

- B. Longevity payments will be made to all full-time employees of the Public Works Department and Parks and Recreation Department covered by this Agreement to be calculated from their first day of service as full-time employees, whether permanent, probationary or temporary. Eligible employees will be entitled to these longevity payments annually on the anniversary of their date of employment as a full-time employee.

- C. Any individuals hired after January 1, 2000, shall not receive longevity payments.

Section 3.

- A. For those employees who are late in reporting to work, a deduction from their pay will be made according to the following schedule, from punch-in time ahead to the nearest quarter hour, as follows:

Late	Deduct
1-15 minutes	15 minutes
16-30 minutes	30 minutes
31-45 minutes	45 minutes

45-60 minutes 1 hour
Thereafter to the nearest quarter hour upward.

B. If an employee comes in to work more than one-half (1/2) hour past the normal starting time without notifying the department Head or his designee, he shall be sent home without pay for the day. If an employee comes back from lunch one (1) or more minutes late, he shall be deducted according to the schedule above.

ARTICLE XIII. SENIORITY

Section 1. Seniority is the right of preference with reference to layoff and re-hiring, measured by length of service.

Section 2. No right or status shall be attained or acquired by any new full time employees until they have completed a probationary period of three (3) months. If such new employees work beyond a probationary period of three (3) months, their length of service shall be counted from the date they began work.

Section 3. Whenever a vacancy exists or when the Employer wishes to add to the number of employees in any classification covered by this Agreement, a suitable notice will be posted until such position is filled.

A. The Bargaining Unit employees wishing to bid for the position shall submit their bids in accordance with the applicable procedures. Selections of employee shall be based on, necessary experience, ability and qualifications to fulfill the duties of the job involved. When skill and ability are equal seniority prevails.

B. Only after exhausting the list of eligible competing applicants shall the Employer hire from the outside.

Section 4. Should the Employer determine that the number of Employees within the job classification covered by the contract must be reduced or eliminated, the Employee shall be laid off in the following manner:

A. No Employee shall be required to transfer to a job classification in a lower labor grade without his consent.

B. A Bargaining Unit member affected may elect to exercise his seniority rights within forty-eight (48) hours of being notified by the township of his pending lay-off. An employee may bump into a position in another classification which is held by another bargaining Unit member with less Township seniority. However, the Employee who wishes to go into the lower classification must be able to hold the job satisfactorily at the time of the transfer and without having to be trained for the job.

Section 5. Employees on seniority lists after lay-off shall be re-hired by order of seniority, with the Employee having the most seniority within the classification being recalled to active employment first.

Section 6. Seniority shall cease upon:

- A. Justifiable Discharge
- B. Voluntary Quit
- C. Lay-Off continuing for more than thirty (30) consecutive months

If an employee whose position is covered under this agreement is rehired within ninety (90) days

by the Township in the same or new position covered under this Agreement the employee's seniority shall be reinstated to the original date of hire. The rehired employee shall be eligible to the benefits/provisions defined under the Agreement based on his/her original date of hire.

Section 7. An employee who, during the term of this agreement, leaves the Township to enter the Armed Forces of the United States for a regular tour of duty shall, upon separation from the service, be entitled to re-employment in accordance with and subject to any applicable Federal Law in effect at that time.

ARTICLE XIV. LONG AND FAITHFUL SERVICE

An employee who becomes unable to handle heavy work to advantage shall be given every consideration for light work as may be available and such employee shall receive a rate of pay commensurate with services performed.

ARTICLE XV. SEPARATION FROM SERVICE

Section 1. All discharges, demotions, transfers and/or suspensions will be for just cause only and will be subject to the grievance procedure as outlined in Article VII of this agreement.

Section 2. All bargaining unit employees hired on or before January 1, 1993 shall not be subject to lay-off during the term of this contract.

Section 3. All Employees who wish to terminate their service to the Township shall give written notice of their resignation two weeks prior to the actual date. They shall return all uniforms and equipment assigned to them. Only then shall they receive any accrued unused vacation time and longevity, which shall be prorated for a partial year of service. Personal and sick days will not be paid out at termination.

ARTICLE XVI. SAFETY

Section 1 A Safety Committee of three members shall be recognized. The membership of such committee shall include the Highway Superintendent, the Shop Foreman, and one member designated by the Union. The Shop Foreman shall have final authority on all issues of vehicle safety. The Highway Foreman will investigate charges of unsafe working conditions and recommend procedures to the Highway Superintendent and the Township Manager for action. In addition, the Township Safety Officer shall investigate all accidents involving Union members. The Safety Committee shall have the right to bring all hazardous conditions to the attention of the Employer in writing, and the Employer shall promptly remedy any hazards. The decision of this Committee regarding any and all conditions concerning vehicle safety shall be final.

Section 2. The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the Maintenance department has adjusted the complaint.

Section 3. Under no circumstances will any employee be requested or assigned to engage in any activity involving dangerous conditions of work or danger to person or property, or in violation of any applicable statute or court order or in violation of OSHA standards or any government regulation

relating to safety of persons or equipment. When such an order is given, an employee shall immediately report the hazard to his immediate supervisor so that steps can be taken by the Employer to correct the defect, or protect against the hazardous condition.

Section 4.

A. The Employer shall furnish at no cost to the employee safety vests, gloves goggles, protective clothing, rain gear, safety helmets and five (5) sets of work uniforms, consisting of long and short sleeved shirts and trousers, per week. Equipment Maintenance Division shall receive eight (8) sets of work uniforms as defined above, plus four (4) sets of coveralls. For the Welder-Fabricator, the Township shall pay for replacement of his safety glasses if they are damaged due to welding and/or cutting sparks. These glasses shall be paid for upon recommendation of the Department Head, and with the concurrence of the Township Manager. The Employer shall provide and maintain a first aid kit in every truck.

B. The Township shall reimburse each full time employee an amount not to exceed two hundred dollars (\$200.00) per year to purchase two pairs of steel-toed shoes. Those Employees who provide medical certification that they are unable to wear steel-toed safety shoes shall be eligible for their allotment for the purchase of work shoes without steel toes. Any portion of the yearly allocation which is not extended for work shoes may be applied toward the purchase of a Township jacket or winter-hooded sweatshirt. Receipts for all purchases provided herein shall be forwarded to the Department Head for verification and approval. All receipts for purchases must be received by the end of the first week in December in order to receive reimbursement for the calendar year. The Department Head will forward all receipts to the Finance Department for processing before any money shall be issued to the employee. All receipts received after the first week in December will be reimbursed and applied towards the next calendar year. No money will be advanced without appropriate receipts.

C. If any employee shall ruin or destroy any item of personal clothing during the performance of his duties and said loss shall not be because of his own willful misconduct or carelessness, the Township shall replace said item with one of comparable quality. Each incident shall be reviewed on its own merits and all payments under this provision shall be made upon the recommendation of the Department Head and with the concurrence of the Township manager.

Section 5. The Township shall provide training to assist current full time employees in passing the commercial driver's license examination. Such training shall be provided at Township expense only to those employees: (1) who have not previously received training; and (2) whose current job classification requires a commercial driver's license. The duration and content of the training shall be determined by the Township. The primary responsibility for obtaining a commercial drivers' license lies with the employee whose job requires such a license. As of the date of this contract all current employees classified as a Crew Leader, Foreman, Sr. Equipment Operator, Equipment Operator, Mechanic, Jr. Equip Operator, and Heavy, Medium and/or Light Truck Driver are required to obtain and/or possess a valid commercial driver license with the necessary classifications and endorsements as required for the vehicle(s)/equipment operated and if in a Foreman or Crew Leader position at a minimum the same classification as the employees under their supervision. Employees who meet the above criteria and do not possess a CDL license will be given 90 days from the date this contract is signed to obtain the CDL license. If an employee fails the commercial drivers' license examination he/she may retake the examination a second time within 90 days of the last exam at their own expense. The Township is not required to pay for the retraining of any employee who must retake the examination. In the event, the employee fails the examination a second time, the Township shall make reasonable efforts to place the employee into a vacant bargaining unit position for which the employee is qualified. If no such vacancy exists the Township shall be under no obligation to either create a position or transfer or bump

employees to create a vacancy and the employee may be terminated.

ARTICLE XVII. STABILITY OF AGREEMENT

Section 1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees within the Township and in no case shall it be binding upon the parties hereto, unless such agreement, alteration, understanding, variation, waiver or modification is made and executed in writing between the parties hereto.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 3. In the interpretation of this Agreement, the Employer has and shall continue to retain, whether exercised or not, all of the rights, powers and authority had by it, and, except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provision of this agreement, it shall have the sole responsibility and prerogative of management of the affairs of the Township and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Township.
- B. To establish or continue policies, practices and procedures for the conduct of Township business and its relationship with its employees.
- C. To select and to determine the number and types of employees required to perform the Township's operations.
- D. To employ, transfer, promote or demote employees or to lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
- E. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members.
- F. The above rights, responsibilities and prerogatives are inherent in the Board of Commissioners and the Township Manager by virtue of the First Class Township Code and are not subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.

ARTICLE XVIII. HEALTH, WELFARE AND MEDICAL BENEFITS

The Township shall provide the following employee group insurance at the Township's expense:

- A. Workers Compensation Insurance.

- B. Life Insurance

(a) A group life insurance policy, with accidental death and dismemberment (AD&D) benefit, in the principal sum of Twenty Five Thousand Dollars (\$25,000) shall be provided to all full time employees covered by this agreement. In the event of accidental death of the employee, the life insurance policy shall provide for a principal sum of Fifty thousand Dollars (\$50,000) to all employees

covered by this agreement. All full time employees who meet the requirements for normal retirement benefit shall also be entitled to a Twenty-Five Hundred- Dollar (\$2,500) death benefit.

C. The Township will offer full time employees the option to select one of the Health Care plans listed below providing coverage for the employee and their dependents. The Health Care Plans listed will include medical, prescription and vision coverage.

1. HMO Plan
2. Point of Service (POS) Plan

The co-payment for primary care and specialist doctor visits in the selected plan (HMO or POS) shall be \$20.

HMO Plan – Employee contribution is as follows:

2027: 6.0% of the HMO Premium Cost with a cap of \$80.00 per pay

2028: 6.0% of the HMO Premium Cost with a cap of \$80.00 per pay

NOTE: The above Employee Contribution Schedule shall be followed except, if the Township receives no increases in medical premium costs in any given year. If there is no increase in the medical premium the Employees will not see an increase from the previous year's Employee Contribution Rate. For example: if in 2022 there is no medical premium increase; the 2022 Employee Contribution Rate shall be suspended and the Employee Contribution will remain at the 2021 rate; in 2023 if there is an increase in medical premium the 2022 Employee Contribution Rate shall be followed.

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).

D. Employees and their dependents shall be covered by a prescription drug plan. The employee shall be required to pay \$15.00 co-pay for a prescription generic drug and \$20.00 co-pay for a prescription brand name drug.

E. Full time employees and their dependents shall be covered by a vision care plan.

F. Dental Plan

(a) Full time employees covered by this Agreement shall have a dental plan. The Township shall pay 100% of the cost of the premium for Employees.

(b) Dependents of Full time employees covered by this Agreement shall be eligible to become members of the dental plan provided to the Employees. The premium cost for dependent coverage shall be paid by the Employee through payroll deduction.

(c) The dental plan shall provide coverage for dental services as follows:

<u>Dental Service Provided</u>	<u>% of Cost Paid by Plan</u>	<u>% of Cost Paid by Patient</u>
Diagnostic	100%	0%
Preventive	100%	0%

Basic Restoration	80%	20%
Major Restorative	50%	50%
Oral Surgery	80%	20%
Endodontic	80%	20%
Periodontic	80%	20%
Prosthodontic	50%	50%

The maximum annual benefit will be Two Thousand and No/100 (\$2,000.00) Dollars per person per contract year.

G. 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 above in (D) will remain the same through the life of the contract. The term comparable does not mean equivalent in this context. Disputes over the level of benefits will be subject to the grievance procedure up to and including arbitration.

H. Any Employee covered by this collective bargaining agreement whose spouse is also employed by the Township whether in this collective bargaining unit or not, will be covered by the Family Insurance Plan for the health and/or dental coverage selected and may not select separate individual coverage or separate family coverage. The Employee and spouse may designate either party as the head of household for purposes of dental and health insurance coverage.

I. An full time employee hired prior to January 1, 2005 shall be entitled to receive as an annual bonus in an amount equal to fifty percent (50%) of the 2004 premium cost of the health care coverage and dental care coverage under this Article, for each twelve (12) month period, or portion thereof, that such employee is not covered under the Township's plan; provided that such employee furnishes proof of comparable health care coverage or dental care coverage derived from a source other than the Township. The bonus will be paid during the first payroll period in January and will be based on the cost of the coverage dropped for the preceding twelve (12) month (January 1 - December 31) period. A full time employee hired after January 1, 2005 will receive an annual bonus of \$1500 for each twelvemonth period or portion thereof that such employee is not covered under the Township's health care plan.

J. Post-Retirement Health and Dental Care Coverage – A full time employee, with at least twenty (20) 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 Health and Dental Care Coverage Plans for a period of four (4) years from the date of retirement, provided that such retired Employee reimburse the Township for fifty per cent (50%) of the cost of such Coverage; and further provided that such retired Employee or his or her spouse and/or dependent children are not eligible to receive comparable Coverage from another source without premium cost. The Employee's spouse and dependent children must be covered under the Employee on the Township's insurance plans at the time of the employee's retirement in order to be eligible for this benefit. At the expiration of the four (4) year period, the retired Employee may elect for himself or herself and for his or her spouse and dependent children to remain covered by the Township's Health & Dental Care Plans, however the Employee would be responsible for 100% of the premium cost of healthcare coverage, and 50% of the Cadillac tax, plus 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.

New Hires hired after January 1, 2021 will not be eligible for the Post-Retirement Health and Dental Coverage.

K. In the event that a federal or state excise tax obligation as a result of the Affordable Care Act, otherwise referred to as the "Cadillac Tax", is imposed prior to January 1, 2022, the parties agree to reopen this agreement for the sole purpose of negotiating changes to the health care plan specified in this section that will lessen or avoid the imposition and payment of any such federal and/or state excise tax obligation.

In the event that the provisions of the Affordable Care Act related to the "Cadillac Tax" that would impose a federal or state excise tax obligation on the health care plan specified in this section are repealed during the term of this agreement, and are replaced with substantially similar federal or state legislation that would impose a new federal or state excise tax or fee on the plan, the parties agree to reopen this agreement for the sole purpose of negotiating changes to the health care plan that will lessen or avoid the imposition and payment of the above described federal or state excise tax obligation or fee prior to January 1, 2022.

ARTICLE XIX. PENSION

All employees covered by this Agreement shall be eligible to receive a pension in accordance with Township Code, Title 2 Administration, Article 4 Municipal Retirement System, which is attached hereto and made a part hereof. Effective, January 1, 2000, the rate of employee contribution shall be three and one-half percent (.035) of wages. The final pension benefit shall be based on the employee's average salary during the three (3) highest years of compensation.

Section 1. The maximum basic benefit shall be 60% of the employee's average salary during the three (3) highest years of compensation.

Section 2. The vesting service requirement will be reduced to eight (8) years of service.

Section 3. In the event that ratification is not achieved, the parties agree to meet and resume negotiations for pension improvements.

ARTICLE XX. MISCELLANEOUS

Section 1. This agreement shall encompass every known aspect of the relationship between the parties and no other agreement, either written or oral, that modifies or varies any of the terms of this agreement, shall be considered by either party.

Section 2. Any employee in the classifications of garage mechanic and shop foreman shall be entitled to a \$200.00 per year personal tool replenishment payment. Said employees shall be reimbursed by the Township upon presentation of a paid receipt, and those old tools being replaced shall become the property of the Township.

Section 3. If any Article or Section of this Agreement or if any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or, if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or Riders which have been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained as above set forth, the Township and Union shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 4. At no time shall an employee's paycheck be given to anyone (including employee's spouse) unless a signed release is presented to the Finance Department of the Township.

Section 5. The Township agrees to deduct the Union monthly dues and initiation fee from the pay of employees who authorize the Township in writing, to do so, and remit same to the Union on a monthly basis. The Union shall indemnify and save the Township harmless against all claims, demands or suits that arise out of the compliance with this Article. Any member of the Union may withdraw his or her Union membership, at any time, by written notice to both the Union and the Township.

Section 6. The Township will purchase only air-conditioned trash trucks.

Section 7. Full time employees not involved in a preventable motor vehicle accident during each six (6) month period in a calendar year shall receive a bonus in the amount of one hundred and fifty dollars (\$150.00) (subject to normal deductions) paid at the next regular pay after the conclusion of each such six (6) month period that these conditions are met.

Section 8. Full time employees who work a minimum of four (4) hours during an emergency will be reimbursed for reasonable meal expenses or meal(s) will be provided by the Department Head.

Section 9. Employees covered under this agreement will be subject to the provisions defined in the Township Substance Abuse Handbook for Teamster Local 107 Blue and White Collar Employees.

Section 10. Employees are required to notify his/her Department Head if he/she is taking prescription and/or over the counter medication that may affect his/her ability to perform safety sensitive duties, operate equipment and/or drive.

Section 11. Labor Management Meetings – The parties agree to meet on a monthly basis. The meeting will be held to discuss any safety issues or any other issues that either party may want to discuss.

ARTICLE XXI. NEGLECT-OF-DUTY REPRIMAND SYSTEM

Section 1. The Neglect-of-Duty Reprimand System set forth in this Article shall carry a 90-day actual working-day reckoning period after each violation. The system shall consist of a range of penalties which may be imposed upon an Employee for infractions of the following sections. Prior to the imposition of any penalty, the following factors, among others, shall be considered.

1. Length of Service
2. Prior Disciplinary Record
3. Service Evaluations
4. Commendations Received
5. Conditions Surrounding Offense

Section 2. Violations and Range of Penalties

A. Failure to properly complete assignments; unauthorized absence from assignment; failure to respond to radio calls; failure to report in and out at assigned job locations; idle conversation and loafing.

First Offense: Letter of Warning

Second Offense: 1-4 Days Suspension (No Pay)

Third Offense: 5 Days Suspension (No Pay) Up To And Including Automatic Dismissal

(1) Absence from work during the work day without first notifying the Department Head or Township Manager or Township manager within the normal eight hour shift:

First Offense: Up to 3 Days Suspension (No Pay)

Second Offense: Up to 5 Days Suspension (No Pay)

Third Offense: Immediate Dismissal

(2) An incident of violence in the workplace and/or a violation of the Township's Anti-Harassment Policy may be subject to disciplinary action up to and including termination of employment. The course of action noted above shall commence with the first offense and continue for a twelve- month period from the date of the first offense. Second and third offenses within twelve months of the date of the first offense shall subject the employee to the penalties indicated.

B. Failure to remove keys from Township-owned vehicles, except by posted Department Policy, when unattended:

First Offense: Letter of Warning

Second Offense: 1-4 Days Suspension (No Pay)

Third Offense: 5 Days Suspension (No Pay) Up To And Including Automatic Dismissal

IF VEHICLE IS STOLEN DUE TO THE ABOVE, AUTOMATIC DISMISSAL.

C. Failure to properly care for assigned vehicles and/or equipment, damaging same due to neglect or carelessness:

First Offense: Letter of Warning to 2 Days Suspension (No Pay)

Second Offense: 3-6 Days Suspension (No Pay)

Third Offense: 7 Days Suspension (No Pay) Up To And Including Automatic Dismissal

D. Damages to or loss of Township-owned property resulting from negligent action or failure to properly care for same:

First Offense: Letter of Warning to 2 Days Suspension (No Pay)

Second Offense: 3-6 Days Suspension (No Pay)

Third Offense: 7 Days Suspension (No Pay) Up To And Including Automatic Dismissal

E. Failure to take appropriate precautions concerning the safety of employees and/or general public:

First Offense: Letter of Warning to 1 Day Suspension (No Pay)

Second Offense: 3-5 Days Suspension (No Pay)

Third Offense: 6 Days Suspension (No Pay) Up To And Including Automatic Dismissal

F. Failure to respond or disobedience to an order from a supervisor or a person of designated authority:

First Offense: Letter of Warning to 1 Day Suspension (No Pay)

Second Offense: 3-6 Days Suspension (No Pay)

Third Offense: 7 Days Suspension (No Pay) Up To And Including Automatic Dismissal

G. Excessive lateness, including mornings and lunch times:

Sixth Offense: Letter of Warning
Seventh Offense : 3 Days Suspension (No Pay)
Eighth Offense: 4 Days Suspension (No Pay) Up To And Including Automatic Dismissal

H. Conviction of any crime, misdemeanor or felony, arising out of or relating to employees' employment and/or service for Township:

Letter of Warning To Suspension With No Pay to Dismissal.

I. Damage to real or personal property, other than Township property, due to negligence and/or carelessness of employee:

First Offense: Letter of Warning
Second Offense: 1-4 Days Suspension (No Pay)
Third Offense: 5 Days Suspension (No Pay) Up To And Including Automatic Dismissal

Section 3. Multiple Violations

An incident or occurrence constituting an obvious violation of more than one of the foregoing sections shall be considered a multiple violation. The penalty that may be imposed for a multiple violation may range up to that which the Employee could receive for a third offense of that section violated carrying the most severe penalty.

Section 4.

Employees on reprimand system who work on Saturday, Sunday or holiday, shall have time worked on those days deducted from their reprimand time. Employees on reprimand system who are absent from work due to illness, injury defined under workers' compensation or personal reasons shall have the time absent from work added to their reprimand time.

ARTICLE XXII. TERM OF AGREEMENT

Section 1. This Agreement shall become effective on January 1, 2027, and shall remain in effect until December 31, 2028. If the terms of a subsequent collective bargaining agreement have not been reached prior to this expiration date, the provisions of this agreement shall remain in effect until a new agreement is signed. Provisions of a newly negotiated contract shall be automatically retroactive to January 1, of the year in question if agreement is reached within ninety (90) days after expiration of the contract. If agreement is not reached within ninety (90) days, retroactivity shall be negotiated.

TEAMSTERS LOCAL 107
UNION EXECUTIVE COMMITTEE

Signature: Henry S. Stiles

Print Name: Edward J. Stiles

Signature: William J. Hamilton

Print Name: William Hamilton

Signature: _____

Print Name: _____

UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS

By: _____
Kip McFatridge, President

By: _____
Susan Worth-LaManna, Vice President

ATTACHMENT A:**TEAMSTERS LOCAL 107 BLUE COLLAR****2028 HOURLY RATE WAGE SCHEDULE - 3.3% WAGE INCREASE**

POSITION	2028 STEP 1	2028 STEP 2	2028 STEP 3	2028 STEP 4	2028 STEP 5
FOREMAN (ALL)	\$42.53	\$45.03	\$46.60	\$48.15	\$49.67
SIGN SHOP COORD	\$39.77	\$42.15	\$43.28	\$44.69	\$46.03
ADMIN. CLERK	\$36.38	\$38.43	\$39.77	\$41.11	\$42.34
SR. EQUIP OPERATOR	\$41.52	\$44.06	\$45.21	\$47.10	\$48.01
CREW LEADER/P.WORKS & CREW LEADER/ P.R.	\$41.52	\$44.06	\$45.21	\$47.10	\$48.01
EQUIP. OPERATOR	\$40.21	\$42.62	\$43.75	\$45.14	\$46.49
WELDER-FABRICATOR	\$39.16	\$41.57	\$42.15	\$44.22	\$45.65
*MECHANIC A	\$39.82	\$42.09	\$43.52	\$44.59	\$46.03
MECHANIC B	\$38.99	\$41.22	\$42.62	\$43.74	\$45.15
JR EQUIP OPERATOR	\$38.99	\$41.22	\$42.62	\$43.74	\$45.15
SWEEPER OPERATOR	\$38.18	\$40.38	\$41.52	\$42.79	\$44.08
HEAVY TRUCK DRIVER	\$38.18	\$40.38	\$41.52	\$42.79	\$44.08
MEDIUM TRUCK DRIVER	\$36.36	\$39.05	\$39.85	\$41.03	\$42.45
LIGHT TRUCK DRIVER	\$34.54	\$36.63	\$38.08	\$39.09	\$40.63
MAINTENANCE WORKER	\$34.54	\$36.63	\$38.08	\$39.09	\$40.63
SIGN SHOP WORKER	\$35.52	\$37.54	\$39.07	\$40.08	\$41.65
PARK ATTENDANT	\$31.49	\$33.29	\$35.04	\$36.43	\$38.27
LABORER	\$31.16	\$32.86	\$34.49	\$36.21	\$37.76
CRAFTSMAN	\$38.68	\$40.96	\$42.43	\$44.00	\$45.22
CUSTODIAN MECH. ASS'T	\$35.64	\$37.73	\$39.05	\$40.38	\$41.52

UPPER MORELAND TOWNSHIP
SUBSTANCE ABUSE HANDBOOK
for
Teamster Local 107 Blue and White Collar Employees

I. Introduction

- A. The Township of Upper Moreland (hereinafter referred to as the "Township") recognizes that the use and abuse of drugs in today's society is a very serious problem which has also found its way into the workplace. The Township also recognizes the significant threat that a drug-impaired "DOT employee" as defined in the title 49 Code of Federal Regulations (CFR) Part 40, working in the transportation industry and a "Non-DOT employee" can pose to the safety of his/her co-workers and the general public. In order to address the safety threat presented by the problem of substance abuse, the Township has adopted a Substance Abuse (hereafter referred to as the "Plan") to specify the circumstances under which drug and alcohol testing may be required, the procedures for conducting such testing and the methods and procedures for complying with the requirements of the regulations pertaining to DOT employees and non-DOT employees. The parties have agreed that the Plan will be modified in the event that further federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements for DOT employees.
- B. This Plan applies to all Teamster Local 107 Blue and White Collar DOT employees and Non-DOT employees.
- C. The Plan has been developed to ensure accurate and reliable test results. The Plan also contains procedures designed to recognize and respect the dignity and privacy of all of our employees.

II. Substance Abuse Program Definitions:

The following definitions apply to this substance abuse handbook.

"Accident" – an incident which involves a motor vehicle where: (1) a citation is issued to the employee; (2) vehicular damage in which one of the vehicles is towed; or (3) personal injury requiring medical attention occurs. Any incident involving the death of a human being is an accident for purposes of this policy regardless of whether a citation is issued.

"Adulterated Specimen" – specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

"Air Blank" – a reading of ambient air containing no alcohol. (In evidential breath testing devices (EBT's) using gas chromatography technology, a reading of the device's internal standard.)

"Alcohol" – the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol Concentration" – the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

"Alcohol Use" – the drinking or swallowing of any beverage, liquid mixture, or preparation, including any medication, containing alcohol.

“Breath alcohol technician (BAT)” – an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

“Commercial Motor Vehicle” – a motor vehicle or combination of vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; (2) has a gross vehicle weight rating of 26,001 or more pounds; (3) is designed to transport 16 or more passengers, including the driver; (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

“Confirmatory Test” – for alcohol testing means a second test, following a screening test with a result of 0.02 % BAC or higher for CDL employees and a result of .04 % BAC or higher for non-CDL employees. For controlled substances, testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical profile from that of the initial test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry [GC/MS] is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine).

“Consortium/Third Party Administrator” – (C/TPA) a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers’ drug and alcohol testing program. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not “employers” for purposes of this policy.

“Dilute Specimen” – a specimen with creatinine and specific gravity values that are lower than expected for human urine.

“DOT Agency” – an agency of the United States Department of Transportation administering regulations requiring compliance with this part, including, but not limited to the United States Coast Guard (USCG), the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the Research and Special Programs Administration (RSPA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

“DOT employee” – is an individual designated in a DOT agency regulation as subject to urine drug testing and alcohol testing and the donor of a specimen under 49CFR Part 40

“Driver” – any person who operates a commercial motor vehicle or a vehicle owned by the Township.

“Employees” – shall mean all persons employed by the Township in a position covered under the Teamsters Local 107 Blue Collar and White Collar collective bargaining agreements.

“Employer” – means any person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with this part. This term includes officers, management personnel, supervisory employees and representatives of the employer.

“Evidential breath testing device (EBT)” – a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA’s Conforming Products Lists (CPL) for “Evidential Breath Measurement Devices” (GPL) and identified on the CPL as conforming with the model specifications available from NHTSA’s Traffic Safety Program.

“Initial Drug Test” – the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

“Initial Validity Test” – the first test used to determine if a specimen is adulterated, diluted or substituted.

“Invalid Drug Test” – the result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug result.

“Laboratory” – any U.S. laboratory certified by DHHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

“Medical Review Officer (MRO)” – a licensed physician) responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.

“Non-DOT employee” shall mean all other persons employed by the Township covered under the Teamsters Local 107 Blue and White Collar collective bargaining agreements.

“Performing (a safety-sensitive function)” – any period in which the driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

“Refusal to submit (to an alcohol or controlled substance test)” – an employee: (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; (2) fails to provide adequate urine for controlled substances testing without valid medical explanation after he/she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

“Safety-sensitive function” – all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include those functions set forth in the Federal Motor Carrier Safety Administration (FMCSA) Regulations 382.107 paragraphs (1) through (6) as listed below:

1. All time at an employer or shipper plant, terminal, facility, or any other public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
2. All time inspecting equipment as required by the emergency equipment, equipment, inspection and use regulations (§392.7 and §392.8 of the Federal Motor Carrier Safety Regulations [FMSCA] or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
3. All time spent at the driving controls of a commercial motor vehicle in operation.
4. All time, other than driving time, in or upon any commercial motor vehicle except for time spent resting in the sleeper berth (a berth conforming to the requirements of §393.76 of the FMCSA regulations).

5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

“Screening test (aka initial test)” – in alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen. A test to eliminate “negative” urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.

“Substance Abuse Professional (SAP)” – a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders who evaluates an employee who has violated a DOT drug and alcohol regulation and makes recommendations regarding education, treatment, follow-up testing and aftercare.

“Substituted Specimen” – A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

“Township Premises” – all property owned, rented or controlled by the Township, including all facilities, land, buildings, structures, and other real estate, and all automobiles, trucks and other vehicles.

“Township Time” – from the beginning to end of one’s scheduled workday (excluding lunchtime) and those times when an employee is representing the Township at a function on or off Township premises. This also includes any scheduled on-call time. This definition is to be used only as it relates to this controlled substance and alcohol policy.

“Verified Test” – A controlled substance test result or validity testing result from a DHHS-certified laboratory that has undergone review and final determination by the MRO.

III. Types of Drug and Alcohol Testing

A. Pre-employment/Pre-Use Testing

- i. A pre-employment/pre-use drug and alcohol test is mandatory for all applicants which will be conducted when either an individual is first employed or when a current employee is transferred from a non-covered to a covered position, unless the individual is currently subject to a DOT anti-drug and alcohol program. Also, an employee who is separated from a DOT anti-drug and alcohol program will be pre-employment tested prior to returning to a covered function. An applicant who is offered a covered position must be tested prior to being employed.
- ii. At the beginning of the application process, all applicants for a position subject to testing will be notified that a drug and alcohol test will be required if they are offered a covered position.

B. Non-Suspicion-Based Post-Accident Drug and Alcohol Testing

1. Non-Suspicion-Based Post-Accident Drug Testing:

Employees subject to non-suspicion-based post-accident testing will be required to submit to urine drug testing after accidents, as herein defined. Employees are required to remain readily available for testing for thirty-two (32) hours following the accident or until tested. The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible to notify the employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action. If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he/she shall not be required to submit to post-accident urine drug testing.

2. Non-Suspicion-Based Post-Accident Alcohol Testing

Employees subject to non-suspicion-based post-accident alcohol testing are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident. It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

C. Reasonable Suspicion Testing

1. In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have reasonable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a union shop steward, if possible) to undergo a urine specimen collection and a breath alcohol analysis. The supervisor(s) must have received training in the signs of drug intoxication in the prescribed training program which is endorsed by the Employer. Reasonable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not reasonable and is not a basis for testing if it is based solely on third (3rd) party observation and reports. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "reasonable suspicion" and "reasonable cause" shall be synonymous.
2. The following collection procedures shall apply to all types of testing:
A refusal to provide a urine specimen or undertake a breath analysis will constitute a presumption of intoxication and the employee will be subject to discharge without receipt of a prior warning letter. If the employee is unable to produce 45mL of urine, he/she shall be offered up to forty ounces of fluid to drink and shall remain at the collection site under observation until able to produce a 45mL specimen, for a period of up to three (3) hours from the first unsuccessful attempt to provide the urine specimen. If the employee is still unable to produce a 45mL specimen, the Employer shall direct the employee to undergo an evaluation which shall occur within five business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and MRO conclude that there is not medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test. If an employee is unable to provide sufficient breath sample for analysis, the procedures outlined in the DOT regulations shall be followed for all employees.

Such employee shall be evaluated by a licensed physician, acceptable to the Employer, who has the expertise in the medical issues concerning the employee's failure to provide an adequate amount of breath. Absent a medical condition, as determined by the licensed physician, said employee will be regarded as having refused to take the test. The employer will adhere to DOT regulations for employees who are unable to provide a urine or breath specimen due to a permanent or long-term medical condition.

3. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication".
4. In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

D. Random Drug and Alcohol Testing

1. It is agreed by the parties that random urine drug testing and random alcohol testing will be implemented only in accordance with the DOT rules under 49 CFR Part 382, Subpart C. The method of selection will be neutral so that all employees subject to testing will have an equal chance to be randomly selected. The term "employees subject to testing" under this agreement is meant to include DOT employees and Non-DOT employees.
2. Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

E. Refusal to Test

1. As a condition of employment, the Township requires compliance with the terms and procedures contained in this Substance Abuse Policy and Handbook. Any employee who refuses to take a drug or alcohol test authorized by the terms of this Policy and Handbook, shall be subject to immediate discharge. Any instance in which the MRO reports a verified adulterated or substituted test result will be considered a refusal to test and subject to disciplinary action up to and including immediate discharge. Any applicant who refuses to take a pre-employment drug test or who has a verified positive drug test result shall be disqualified from further consideration for employment. Any employee who has a verified positive drug and/or alcohol test result shall be subject to the following provisions as outlined in Section IV.
2. Any employee who is unable to provide the urine specimen necessary to complete testing procedures is to remain at the collection site for a period not to exceed three (3) hours, will be provided with up to forty (40) ounces of fluid, and will be provided with additional opportunities to provide the necessary specimen in that time. If after this period the employee is still unable to provide an adequate specimen, the Employer shall direct the employee to undergo an evaluation which shall occur within five business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and MRO conclude that there is not a medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test.
3. The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample. If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) days, an evaluation from a licensed

physician selected by the Employer who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

IV. Disciplinary Action Based on Positive Adulterated, or Substituted Drug Test Results.

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

1. If the MRO reports that a urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge except as provided in Part VI.
2. The following actions shall apply in reasonable suspicion testing.
 - a. If the urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge.
 - b. If the breath alcohol test results show a blood alcohol concentration equal to or above the level for alcohol intoxication, the employee shall be subject to discipline or discharge pursuant to section V.
 - c. If the breath alcohol test is negative and the urine drug test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

V. Disciplinary Action Based on Positive Alcohol Test Results

Thresholds	Action	Discipline
0.02% BAC – 0.039% BAC	DOT Employee may not drive or perform duties for 24 hours and a DOT employee must have a BAC less than .02 before driving a CMV.	Positive Test Result for DOT Employee: 1 st – Out of service for 24 hours without pay 2 nd – 5 day unpaid suspension 3 rd – 15 day unpaid suspension 4 th – 20 day unpaid suspension 5 th – Discharge Positive Test Result for Non-DOT Employee: Out of service for day positive result is obtained
0.04% BAC – 0.79% BAC	DOT and Non-DOT Employee must be evaluated by Substance Abuse Professional (SAP) and complete any prescribed treatment prior to returning to work.	Positive Test Result for DOT and Non-DOT Employee: 1 st – Out of service without pay for the length of time determined by the SAP with a minimum of 24 hours. 2 nd – Unpaid Treatment / Counseling with a minimum 20 day unpaid suspension 3 rd – Unpaid Treatment / Counseling with a minimum 30 day unpaid suspension 4 th – Discharge
.08% BAC or greater		Positive Test Result for DOT and Non-DOT Employee: 1 st – Discharge

An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

Thresholds	Action	Discipline
0.02% BAC – 0.039% BAC	A DOT employee must have a BAC less than .02 before driving a CMV.	Positive Test Result for DOT Employee: 1 st – 30 day unpaid suspension 2 nd – Discharge Positive Test Result for Non-DOT Employee: Out of service for day positive result is obtained
0.04% BAC – 0.79% BAC		Positive Test Result for DOT Employee: 1 st – Discharge Positive Test Result for Non-DOT Employee: 1 st – Unpaid Treatment / Counseling with a minimum 30 day unpaid suspension 2 nd – Discharge
.08% BAC or greater		Positive Test Result for DOT or Non-DOT Employee: 1 st – Discharge

An employee's refusal to submit to any alcohol test will subject the employee to discharge.

VI. Return to Employment After a Positive Urine Drug Test

1. Any employee, with the exception Community Service Representatives in the Police Department, with a positive, adulterated, or substituted urine drug test result (other than under reasonable suspicion testing), thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) – time lifetime basis if the employee successfully completes a course of education and/or treatment program as recommended by the Substance Abuse Professional (SAP). The SAP will recommend a course of education and/or treatment with which the employee must demonstrate successful compliance prior to returning to DOT safety-sensitive duty. The SAP will refer him/her to a treatment program which has been approved by the applicable Health and Welfare Fund, where such is the practice. Any cost of evaluation, education and/or treatment over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee.
2. Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Company within ten (10) days of being notified by the Company of a positive, adulterated, or substituted urine drug test. The evaluation process and education and/or treatment program must take a minimum of ten (10) days. The employee must begin the evaluation process and education and/or treatment program within fifteen (15) days after notifying the company. The employee must request reinstatement promptly after successful completion of the education and/or treatment program. After the minimum ten (10) day period and re-evaluation by the SAP, the employee may request reinstatement, but must first provide a negative return to duty urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Company within ten (10) days of the date of the decision, of the desire to enter the evaluation process and education and/or treatment program.
2. While undergoing treatment, the employee shall not receive any of the benefits provided by the Agreement

except the continued accrual of seniority.

3. Before reinstatement after the minimum ten (10) day period, the employee must be re-evaluated by the Substance Abuse Professional to determine successful compliance with any recommended education and/or treatment program. The employee must then submit to the Employer's return-to-duty urine drug test (and alcohol test if so prescribed by the SAP) with a negative result. The employee will be subject to at least six (6) unannounced follow-up urine drug tests in the first year, as determined by the SAP. If, at any time, the employee tests positive, provides an adulterated or substituted specimen, or refuses to submit to a test, the employee shall be subject to discharge.
 - (a) Return-to-duty drug test is a urine drug test which an employee must complete with a negative result, after having been reevaluated by a SAP to determine successful compliance with recommended education and/or treatment.
 - (b) Follow-up drug testing shall be those unannounced urine drug test required (minimum of six (6) in a twelve (12) month period) when an employee tests positive, provides an adulterated or substituted specimen, or refused to be tested and has been evaluated by the SAP, completed education and/or treatment, been re-evaluated by SAP and returned to work. The requirements of follow-up testing follow the DOT-employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the DOT- employee to subsequent employers. The SAP has the authority to order any number of follow-up urine drug and/or alcohol test and to extend the twelve (12) month period up to sixty (60) months.

VII. Return to Duty After a Positive (Greater than .04 to the State Limit) Alcohol Test

1. Any employee, must be evaluated by a SAP, comply with any education and/or treatment recommended by the SAP, be re-evaluated by the SAP to determine compliance with recommended education and/or treatment, and take a return-to-duty alcohol test, showing a result of less than 0.02% BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP. The requirements of follow-up testing follow the DOT-employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the DOT-employee to subsequent employers. The SAP has the authority to order any number of follow-up alcohol and/or urine drug test and to extend the twelve (12) month period up to sixty (60) months.

VIII. Paid-for Time

1. Training - Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.
2. Testing - Employees subject to testing and selected by the random selection process for urine drug and/or alcohol testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

a. Random Drug and/or Alcohol Tests

- (1) for all time at the collection site.
- (2) (a) for travel time one way if the collection site is reasonably en route between the employee's home and the workplace, and the employee is going to or from work; or
- (b) for travel time both ways between the workplace and the collection site, only if the collection site

is not reasonably en route between the employee's home and the workplace.

- (3) When an employee is on the clock and a random drug and/or alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.
- (4) The Employer will not require the employee to go for urine drug and/or alcohol testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.
- (5) During an employee's shift, an employee will not be required to use his/her personal vehicle from the workplace to and from the collection site to take a random drug test.

b. Non-Suspicion-Based Post-Accident Testing

- (1) In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty-two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.
- (2) When the Employer takes a road driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the road driver to return to his/her home or workplace.

IX. Prescription Drugs

It is the responsibility of employees to notify the Township if he/she is taking medications which will affect the employee's performance, i.e. operating machinery, driving, flagging, etc. If the medication will impair one's ability, then if the department is able to accommodate the work status of the employee job responsibilities may be altered for a temporary period of time.

**UPPER MORELAND TOWNSHIP
FAMILY AND MEDICAL LEAVE POLICY
For Teamsters Local 107 Blue and White Collar Employees**

This policy outlines the Township's expectations and the employees' obligations under the law.

A. ELIGIBLE EMPLOYEES.

All employees who have been employed for at least twelve (12) months by the Township and have worked at least 1,250 hours for the Township over the Twelve (12) month period prior to the leave request are eligible for leave.

"Covered Service Member" is a spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, who is unable to perform the duties of his/her office, grade, rank or rating and is (1) undergoing medical treatment, recuperation or therapy; (2) is otherwise in outpatient status; or (3) is on the temporary disability retired list for a serious injury or illness.

B. WHEN LEAVE IS AVAILABLE.

All eligible employees will be entitled to a twelve (12) work week unpaid leave of absence during a twelve (12) month period (as defined below) for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition (as defined below);
4. Because of a serious health condition (as defined below) that makes the employee unable to perform the essential functions of his/her position, either work-related or non-work-related.
5. To care for a covered service member of the Armed Forces with a serious injury or illness incurred in the line of duty if the employee is the spouse, son, daughter, parent, or next of kin of the service member.
6. For any qualifying exigency arising out of the fact that the employee's spouse, child, or parent, who is a retired or active member of the Reserves or a retired member of the Regular Armed Forces is or has been called to active duty in the Armed Forces in support of a contingency operation.

A serious health condition means an illness, injury, impairment or physical or mental condition that involves:

- a. Inpatient care in a hospital, hospice or residential medical care facility; or
- b. Continuing treatment by a health care provider resulting in incapacity of three days or more.
- c. Other qualifying chronic conditions or periods of incapacity.

Son or daughter is defined as a child under 18 and those over 18 who are incapable of self-care because of a physical or mental disability.

A Qualifying Exigency shall include the following events when due to the covered military service member's deployment: (1) Short-notice deployment (fewer than 7 calendar days); (2) military events and related activities; (3) arranging for alternative childcare; (4) making or updating financial or legal arrangements; (5) counseling (non-medical); (6) short-term, temporary rest and recuperation leave (five days for each instance of rest and recuperation); (7) post-deployment activities; and (8) certain additional activities to address other events which arise out of the covered military member's active duty or call to active duty status so long as the employee has obtained advance approval.

Note: Leave under Sections B(1) and B(2) above must commence within the twelve (12) month period beginning at the date of birth or placement of the child.

C. PROCEDURE FOR REQUESTING LEAVE.

1. In General

- a. At least 30 days advance notice of leave is required for all leaves of absence granted under Sections B(1) and B(2). At least 15 days advance notice of the need for leave is required for all leaves of absence granted under Sections B(3) and B(4). Failure to provide the required advance notice will result in denial of the leave until expiration of the required notice period. Provided however, that if such advance notice is not practicable, an employee must provide as much notice as is practicable under the circumstances.

- b. The period used to calculate leave entitlement is calculated on a rolling basis by counting backwards from the date of the employee's leave request.

2. Planned Medical Treatment Of Serious Health Conditions. An employee must make an effort to schedule medical treatment so as not to unduly disrupt the operations of the Township.

D. CERTIFICATION.

The Township will require an initial certification by the treating health care provider of the serious health condition which necessitates an employee's leave of absence. No leave will be approved until the initial medical certification is submitted. The Township will also require recertification of the need for leave every 30 days or upon expiration of the period of incapacity as indicated in any prior certification form. The Township may also require recertification upon receipt of a request for additional leave or upon a change in circumstances. Failure to submit the proper certification within 15 calendar days will revoke an employee's entitlement to continued leave.

Certification forms which will be provided by the Township will require the following information:

1. The date the serious health condition began;
2. The probable duration of the condition;
3. Medical facts regarding the condition;
4. If the employee is requesting leave to care for a parent, spouse, child, the employee is required to produce a written certification from the family member's health care provider certifying that the employee is needed to care for the family member and an estimate of the time the employee is needed to provide such care.
5. If the employee is requesting a leave for his/her own serious health condition, the employee must provide a written certification from his/her health care provider that the employee is unable to perform the functions of his/her job.
6. If an employee is unable to return to work at the conclusion of his/her leave entitlement due to the continuance, recurrence or onset of a serious health condition, he/she must provide medical certification of that condition.
7. The Township reserves the right to require a medical certification from a second health care provider. If the second opinion differs from the original certification, the Township reserves the right to require a third certification from a health care provider approved jointly by the Township and the employee. The third medical certification will be deemed final and binding on the Township and the employee.

E. INTERMITTENT OR REDUCED LEAVE.

1. Intermittent or reduced leave is not available under Sections B(1) and B(2) without express written approval from the Township.
2. Leave under B(3) and B(4) may be taken intermittently or on a reduced leave schedule (a decrease in the number of hours per work week or hours per work day of an employee) only when medically necessary. If an employee exercises intermittent or reduced leave for planned medical treatment, the Township reserves the right to transfer that employee temporarily to an alternative position with equivalent pay and benefits that better accommodates the recurring periods of leave than does that employee's regular position.

F. PERIODIC REPORTS.

The Township requires an employee on any type of leave to report on a periodic basis his/her status and intention of returning to work.

G. SUBSTITUTION OF PAID LEAVE.

The Township requires all employees to use any accrued paid vacation or other accrued and unused paid time for any part of the 12 week leave for:

1. the birth of a child and in order to care for the child, or
2. because of the placement of a child with the employee for adoption or foster care, or
3. to care for a spouse, child or parent with a serious health condition.

The Township requires all employees to use all accrued paid vacation, sick days or other accrued and unused paid time for any part of the 12 week leave because of the serious health condition of the employee as defined in B(4) above.

Leave taken for a serious health condition pursuant to the state disability laws or workers' compensation will be counted against an employee's FMLA leave entitlement. Accrued paid leave may not be substituted while such benefits are being received.

Unless written authorization is given, accrued sick leave may only be used for care of the employee's own serious health condition.

The employee has the option to reserve and will not be required to use up to a maximum of two (2) weeks or ten (10) days of accrued unused vacation as part of the substitution for paid leave under this policy. The employee must notify the Township that he/she is electing the option to reserve specified number accrued unused vacation days/hours at the onset of the FMLA leave.

H. SPOUSES EMPLOYED AT THE TOWNSHIP.

If husband and wife are employed by the Township, their leave entitlements shall be calculated as allowed by law.

I. BENEFITS AVAILABLE DURING LEAVE.

There is no accrual of any employment benefits, with the exception of seniority, during an employee's leave, including but not limited to life insurance, disability insurance, sick leave, annual or vacation leave, pensions or educational benefits. With respect to pension and other retirement plans, however, any period of leave will be treated as continuing service for the purposes of vesting and eligibility. The Township will continue to pay its normal portion of premiums for health care coverage for an employee on Family and Medical Leave at the same level and conditions as if the employee was actively employed. Employees who normally make co-payments for health coverage must continue to do so during the leave period. If any co-payment is more than 30 days past due, an employee's health insurance will be terminated after 15 days' notice for the duration of the leave period.

J. RETURN FROM LEAVE.

Upon timely return from leave, the employee will be returned to his/her position or an equivalent position with equivalent benefits, pay and other terms and conditions of employment subject to the conditions below:

1. An employee who has taken leave for his/her own serious health condition is required to submit a certification from his/her health care provider certifying that the employee is able to resume his/her position before returning to work.
2. The Township is not obligated to reinstate to employment any employee whose job position is eliminated for any reason during his/her leave of absence.
3. Certain employees may be denied restoration to employment if:
 - a. The employee is a "Key" employee, as defined by law, and
 - b. The denial is necessary to prevent substantial and grievous economic injury to the operations of the Township.

K. FAILURE TO RETURN FROM LEAVE.

If an employee's leave entitlement expires and the employee does not return to work, the Township has no obligation to continue paying health insurance premiums on behalf of the employee, and has no obligation to restore him/her to employment.

The Township reserves the right to recover the health insurance premiums that it paid on an employee's behalf during the leave period if the employee fails to return from leave for any reason except:

1. where the Township grants the employee an additional leave and the employee subsequently returns to work, or
2. where the employee is unable to return to work for reasons beyond his/her control such as the continuation, recurrence or onset of a serious health condition.

L. ADDITIONAL EMPLOYEE RESPONSIBILITY.

It is the employee's sole responsibility to ensure that all requests for leave, certification and required forms are submitted to the appropriate person in a timely manner. Failure to do so can result in disciplinary action, up to and including discharge. Falsification of any request, certification, or other form or document will be punishable by termination.

**List of Teamster Local 107 Positions Considered to be Essential Positions
in Case of Emergency and Inclement Weather
as directed by the Applicable Department Head**

Teamster Blue Collar positions:

Highway Foreman
Garage/Shop Foreman
Sanitation Foreman
Parks & Recreation Foreman
Sign Shop Coordinator
Sr. Equip Operator
Crew Leader PW
Crew Leader P&R
Equip Operator
Mechanic
Jr. Equip Operator
HTD
MTD
LTD
P&R Maintenance Worker
Sign Shop Worker
PW Laborer
Custodian Mech Assistant

Teamsters White Collar positions:

Secretary – in Public Works Dept.
Desk Clerks – Police Department *the employees employed in this position are employed to provide coverage for 24 hr – 7 days week on rotating schedule as needed.

NOTE: The Department Head has the authority to designate the positions and number of employees needed based on the specific department's operational needs to appropriately respond in the event of an emergency or inclement weather, in accordance with the CBA.

VEHICLE CLASSIFICATION FOR CONTRACT RATES

<u>Truck Number</u>	<u>Classification</u>
201 Sanitation Foreman	Light
220 H/D Trash Truck	Heavy
221 H/D Trash Truck	Heavy
222 H/D Trash Truck	Heavy
223 H/D Trash Truck	Heavy
224 H/D Trash Truck	Heavy
232 Bulk Hauler	Medium
*235 Glass/Can Recycling	Medium
236 Glass/Can Recycling	Heavy
*238 Glass/Can Recycling	Medium
301 LT Pickup Truck	Light
306 Shop/Service/Tires	Light
307 Shop/Service	Light
308 Shop/Service/Parts	Light
309 Shop/Service/Fuel/Air	Medium
321 Signal Service	Light
322 Signal Service	Light
323 Signal Service/Street Lights	Light
341 Sign Service/Installation.	Light
342 Sign Service/Bucket	Light
401 Highway Foreman	Light
403 Highway Crew Leader	Light
409 Case Backhoe	EO
410 H/D Articulated Wheel Loader	EO
411 H/D Articulated Wheel Loader	EO
412 Case Skid Loader	Heavy
413 Case 4WD Backhoe	EO
415 Roller	Heavy
416 HD Roller	Heavy
417 Asphalt Paver	EO
418 Light Duty Roller	Light
419 H/D Roller	Heavy
421 L/D Dump Truck	Light
422 L/D Dump Truck	Light
431 L/D Dump Truck	Light
433 Dump Truck	Medium
434 Dump Truck	Medium
435 Dump Truck	Medium
437 Dump Truck	Medium
440 Dump Truck	Medium
441 H/D Dump Truck	Heavy
442 H/D Dump Truck	Heavy
443 H/D Salt Spreader	Heavy
444 H/D Salt Spreader	Heavy
446 H/D Dump w/ Salt Spreader	Heavy
447 H/D Dump Truck	Heavy
450 Tractor	Heavy
491 Wildcat Windrower	EQ

493 Tub Grinder

EQ

601 Parks & Rec Foreman	Light
602 Parks/Rec	Light
612 L/D Dump Truck/4WD	Light
614 Cargo Van	Light
615 L/D Dump Truck/4WD	Light
631 Parks & Rec Front End Loader	Heavy
635 John Deere Backhoe/4WD	EO

Any truck pulling a leaf vac will pay Heavy Truck Rate.

*Without a Class B CDL license will be paid Light Truck rate.

Updated: 6/22/11

**TEAMSTERS LOCAL 107 - WHITE COLLAR
CONTRACT**

BY AND BETWEEN

**UPPER MORELAND TOWNSHIP BOARD OF
COMMISSIONERS**

AND THE

TEAMSTERS LOCAL 107 UNION

EFFECTIVE: January 1, 2027 through December 31, 2028

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	RECOGNITION.....	3
II.	UNION SECURITY	3
III.	DUES DEDUCTIONS.....	4
IV.	COMMITTEES.....	4
V.	BULLETIN BOARDS.....	4
VI.	UNION ACTIVITIES.....	4
VII.	DISCRIMINATION.....	5
VIII.	STRIKES AND LOCKOUTS.....	5
IX.	GRIEVANCES.....	5
X.	HOURS OF EMPLOYMENT.....	8
XI.	OVERTIME.....	9
XII.	DISTRIBUTION.....	10
XIII.	REST PERIODS.....	10
XIV.	MEAL PERIODS.....	11
XV.	HOLIDAYS.....	11
XVI.	EXCUSED ABSENCES.....	12
XVII.	VACATIONS.....	18
XVIII	WAGES AND CLASSIFICATIONS.....	20
XIX.	SENIORITY.....	22
XX.	CALL IN TIME.....	22
XXI.	DISCIPLINE AND DISCHARGE.....	23
XXII.	HEALTH AND WELFARE.....	24
XXIII	PENSION.....	27
XXIV	INJURY ON DUTY.....	28
XXV	UNIFORMS AND PROTECTIVE CLOTHING.....	28
XXVI	GENERAL PROVISIONS.....	28
XXVII	WORK FORCE CHANGES.....	29
XXVIII	SAVING CLAUSE.....	31
XXIX	EFFECTIVE DATES.....	31

ATTACHMENT A – 2027-2028 WHITE COLLAR WAGE SCHEDULE

OTHER ATTACHMENTS:

- White Collar Essential Position List 2027-2028
- Teamsters Local 107 Blue and White Collar Substance Abuse Handbook 2027-2028
- Teamsters Local 107 Blue and White Collar FMLA Policy 2027-2028

THIS AGREEMENT is made and entered into as of 2nd, February, 2026 (Day, Month, Year) by and between the UPPER MORELAND TOWNSHIP, (sometimes hereafter referred to as "the Township" or "the Employer"), and the TEAMSTERS LOCAL 107 UNION, (sometimes hereinafter referred to as the "UNION"), solely for the clerical Employees and other Employees in the unit certified by the Pennsylvania Labor Relations Board at Case No. PERA-R-26-206-E:

ARTICLE I

RECOGNITION

1.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes under Act 195 of 1970 (the "Act") of all Employees in the unit certified by the Pennsylvania Labor Relations Board at Case No. PERA-R-26-206-E, which provides "Included: All full-time secretaries, clerical Employees and desk clerks employed by the Township. Excluded: All other Township Employees including-supervisory and management Employees as defined in the Act".

ARTICLE II

UNION SECURITY

2.1. Each Employee who, on the effective date of the Agreement, is a member of the Union, and each Employee who becomes a member after that date shall maintain membership in the Union, provided that such Employee may resign from the Union, in accordance with the following procedure:

2.1.1. The Employee shall send a certified letter, return receipt requested, of resignation to the Union office.

2.1.2. The letter shall be postmarked during the 15-day period prior to the expiration date of this Agreement and shall state that the Employee is resigning membership in the Union and where applicable is revoking check-off authorization.

ARTICLE III

DUES DEDUCTION

3.1. The Township agrees to deduct the Union monthly dues and initiation fee from the pay of employees who authorize the Township in writing, to do so, and remit same to the Union on a monthly basis. The Union shall indemnify and save the Township harmless against all claims, demands or suits that arise out of the compliance with this Article. Any member of the Union may withdraw his or her Union membership, at any time, by written notice to both the Union and the Township.

ARTICLE IV

COMMITTEES

4.1. The Employer recognizes and will deal with all the accredited members of the Committees and the Union Officers in all matters relating to grievances, interpretation of the Agreement or in any other matters, which affect, or may affect, the relationship between the Employer and the Union.

4.2. A written list of the Committee Members and Union Officers shall be forwarded to the Employer immediately after designation, and the Union shall notify the Employer of any change in the membership of the Committee or Union Officers

ARTICLE V

BULLETIN BOARDS

5.1 The Employer does hereby agree that the Union may make use of existing bulletin boards, for the sole purpose of posting notices of Union Meetings, Union Elections, and results thereof, appointments to Union Offices, changes in Union by-laws and social and recreational affairs. The employer shall be furnished in advance with a copy of the notice to be posted.

ARTICLE VI

UNION ACTIVITIES

6.1 It is mutually agreed that Union meetings as scheduled may take place on the Employer's property after working hours, as agreed upon by both sides. Other activities provided for under this Agreement may take place on Employer's property during working hours.

ARTICLE VII

DISCRIMINATION

7.1 The Employer agrees that there shall be no discrimination against any officer, committeemen or member of the Union for his/her Union activity, nor will it discourage or attempt to discourage membership in the Union.

7.2 No person in the service of the Township subject to this agreement, or seeking admission thereto, shall be favored or discriminated against in any way because of his/her race, sex, sexual preference, disability, national origin, or political or religious opinions or affiliations or other protected status under federal, state or local statute. No person shall willfully or corruptly make or cause to be made any false statement, certificate, promotion, demotion, removal or appointment held or made under the provisions of the Upper Moreland Township Code, Title 2 Administration, Chapter 4 Township Manager, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the Code Provisions. No person shall, either directly or indirectly, solicit, pay, render, receive or give any money, service or other valuable thing to any person for, or on account of, or in connection with any test, appointment, promotion, demotion, lay-off or dismissal.

ARTICLE VIII

STRIKES AND LOCKOUTS

8.1 During the term of this Agreement, there shall be no lockouts on the part of the Employer and no strikes, slow-downs or stoppages of work on the part of the Employees, and the Union agrees that neither it nor any Officers or representatives will call, instigate, authorize or ratify any strike, slow-down or stoppage of work.

ARTICLE IX

GRIEVANCES

9.1 For the purpose of this Agreement, the word "grievance" means any dispute or complaint between the Employer and the Union with regard to work within classification, wages, hours or other conditions of employment, or between any individual Employees or group of Employees and the Employer concerning the effect, interpretation, application, claim or breach or violation of this Agreement or any other dispute among the parties.

9.2 Employees will undertake to carry out properly any work assignment given to them. In the event any grievance arises over the propriety of the assignment of the work, or from any other cause, the work will be performed by the Employee without interruption, and the Employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein.

9.3 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court or other legal or administrative action against the other until the dispute, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstance giving rise to such dispute, claim, grievance or complaint.

9.4 Teamster Local 107 Shop Stewards, will notify his/her supervisor to request permission to investigate complaints or grievances before absenting themselves from work. Permission to investigate complaints or grievances shall not be unreasonably withheld. Shop Stewards shall be permitted to investigate complaints and grievances during work hours but time spent investigating during workday shall not exceed an hour. Supervisors shall be promptly notified upon return to work.

9.5 Employees participating in the settlement of grievances or resolving issues of Employee safety during normal scheduled hours shall be paid at their normal rate of pay by the Employer.

9.6. Grievance Procedure

9.6.1. The purpose of the grievance procedure shall be to settle Employee grievances on as low a level as possible and as quickly as possible to insure efficiency and Employee morale. It shall be the responsibility of all parties to come to a quick and amicable solution.

9.6.2. Any such grievance shall be settled in accordance with the following procedure:

(1) Any Employee who believes himself or herself to be aggrieved and the representative of such Employee shall take up the grievance with the Employee's immediate supervisor within five (5) working days of the occurrence of the matter giving rise to the grievance, or, within five (5) working days of his or her reasonable notice hereof. In the event that the Employee, representative, and supervisor cannot arrive at a mutually satisfactory adjustment of the grievance, the supervisor shall inform the Employee and representative within five (5) working days after the submission of the grievance and the Employee may elect to proceed to Step (2) of this procedure.

(2) The Employee shall state the grievance in writing and submit it to the Employee's Department Head within five (5) working days from the advice to proceed to this step (2) by the

Employee's supervisor. In the event that no satisfactory settlement can be arrived at, the Union may proceed to step (3) of this procedure.

(3) The Union President or the President's designee shall submit the grievance in writing to the to the Human Resources Manager and the Township Manager within five (5) working days from the date of the advice to proceed to this Step (3) by the Employee's Department Head. Within five (5) working days of the receipt of the written grievance, the Human Resources Manager, shall call a meeting for the purpose of considering the grievance, which meeting shall include the Township Manager, the Human Resources Manager, the Department Head, the Employee, the Union representative and any other person or persons involved in the grievance. The Human Resources Manager shall render a written report of the findings and decision on such grievance within (5) working days, unless a greater period of time shall be agreed to by the parties in writing, and deliver copies of such decision to the Department Head, the Employee and the Union representative. In the event that such decision is not satisfactory to the Union, it may proceed as follows:

(4) The Union shall within ten (10) working days submit the grievance in writing to the Township Board of Commissioners. Within ten (10) working days of receipt of the written grievance unless a greater period of time shall be agreed to by the parties in writing, the Board shall render a written decision on such grievance. In the event that such decision is not satisfactory to the Union, it may proceed as follows:

(5) The Union may within ten (10) days, by written notice to the Township request mediation to the Pennsylvania Bureau of Mediation. Both parties must mutually agree to proceed to mediation. The mediator shall arrange for a meeting between the parties, within (10) working days. The mediator's report shall be requested within (15) working days of the mediation hearing and shall be non-binding on both parties.

(6) If the matter is still unresolved, the Union Shop Steward shall have the right to submit the grievance to an impartial arbitrator for final and binding arbitration within twenty (20) working days of the Township's Step (3) answer. Within five (5) working days of the receipt of the written demand for arbitration the Township Manager or a representative appointed by the Township Manager shall meet with the representative of the Union to select a mutually-agreed upon Arbitrator. In the event that the parties are unable to agree, then they shall select an Arbitrator in accordance with the voluntary Labor Arbitration Rules of American Arbitration Association.

(7) The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of

arbitrability. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all the benefits of this Agreement which would have accrued to him/her, had there been no grievance.

(8) Both the Township and the Union agree to accept the decision of the Arbitrator as final and binding, subject to the provisions of the Uniform Arbitration Act of the Commonwealth of Pennsylvania.

(9) The fees and expenses of the Arbitrator will be shared equally by the Township and the Union, including any clerical or stenographic expenses that both agree to. All other expenses shall be borne by the party incurring them.

ARTICLE X

HOURS OF EMPLOYMENT

10.1. The current workweek of five consecutive work days in a pre-established work schedule providing for thirty-seven and one half (37 ½) paid hours shall continue for all full time administrative employees. A pre-established bi-weekly work schedule, with the right to modify the starting and ending times of each shift, providing for eighty (80) paid hours shall continue for Desk Clerks.

10.2. The workday shall be from 8:30 am to 4:30 pm with one-half (1/2) hour unpaid lunch for full time administrative employees, with the exception of the Public Works department full time administrative employees. The workday for the Public Works department full time administrative employees shall coincide with the hours of operation for the Public Works department with one-half (1/2) hour unpaid lunch. The workday for the police chief's secretary shall be from 8:00 am to 4:00 pm with one-half (1/2) hour unpaid lunch.

The Code Enforcement department full time secretaries normal workday will be equal to (7.5) hours a day with a half hour unpaid meal break providing flexibility for the department to provide staffing to cover the office from 7:30 am – 4:30 pm.

10.3 Work Schedule

(a) Work schedules showing the Employees' shifts, workdays, and hours shall be given to the Union, upon request.

(b) Except for emergency situations, (in which the Township has the discretion to temporarily adjust work schedules); the Township reserves the right to change/adjust work schedules of employees on a permanent basis to meet the operational needs of the Township / Department provided it notifies the union not less than (60) days in advance.

10.5 Lateness Penalty

For excessive lateness either at the start of the work day or at the conclusion of rest or meal periods, the following penalty system shall apply:

- 5th offense: letter of reprimand
- 6th offense: 3 days suspension without pay
- 7th offense: 4 days suspension without pay

ARTICLE XI

OVERTIME

11.1. Rate of Pay

All full time non-MPO certified employees shall be paid time and one half for all hours worked beyond than their regularly scheduled work shift and/or work week.

11.2. Sunday Work

11.2.1 Double time shall be paid to full time administrative employees for all work on Sunday except if Sunday is part of the employee's regularly scheduled work shift and/or work week. For the purpose of calculating overtime the workweek for employees is defined as Sunday through Saturday. This section does not apply to the Desk Clerk position.

11.3 Compensatory Time Off

11.3.1 All overtime payment shall be in cash payments. Employees may exchange overtime hours worked for compensatory time off up to a maximum of (125) compensatory hours per calendar year.

11.3.2 If compensatory time off is used as the method of paying Employees for overtime work, the overtime rate of pay shall be one and one-half hours compensatory time off for each hour of overtime work, or two hours compensatory time off for each hour worked, whichever is applicable. Compensatory time may be carried over into following calendar year but must be used by the end of January or the time will be paid out in January at the rate it was earned.

ARTICLE XII

DISTRIBUTION

12.1 Overtime work shall be distributed equally to full time Employees working within the same department. The distribution of overtime shall be equalized over each six month period beginning on the first day of the calendar month following the effective date of this agreement, or on the first day of any calendar month this agreement becomes effective.

12.2 On each occasion, the opportunity to work overtime shall be offered to the full time Employee within the department who has the least number of overtime hours to his credit at that time. If this Employee does not accept the assignment, the Employee with the next fewest number of overtime hours to his credit shall be offered the assignment. The procedure shall be followed until the required Employees have been selected for the overtime work.

12.3 A list seeking overtime volunteers shall be posted and used in the selection of personnel for overtime work.

12.4 A record of the overtime hours worked by each Employee shall be forwarded to the Union upon request.

12.5 **Work at Employee's Option** Overtime work shall be voluntary except in cases of declared emergency and inclement weather. In the event of emergencies, which include inclement weather, employees designated as essential personnel in the Public Works, Emergency Services and Police Department will be required to report to work as directed. Hours worked during normal work hours will be paid at regular rate and hours worked beyond normal work schedule will be paid at time and a half unless otherwise noted under Article XI Overtime.

ARTICLE XIII

REST PERIODS

13.1 All full time Employees' work schedules shall provide for a fifteen-minute rest period. The rest period shall be scheduled at the mutual agreement of the Employee and supervisor.

13.2 Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen-minute rest period before they start to work on such next shift provided that they receive at least an additional four-hour assignment. In addition, should the Employee continue working beyond the four hour period, he shall be granted the regular rest periods that occur during a regular shift.

ARTICLE XIV

MEAL PERIODS

14.1 All full time administrative Employees shall be granted a one half-hour (1/2 hour) unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

14.2 All Desk Clerks shall be granted a half hour paid meal period during each work shift.

ARTICLE XV

HOLIDAYS

15.1 (a) The Employer hereby agrees that annually all full time Employees shall be granted seven and a half (7.5) or eight (8) hours' pay dependent upon his/her normal scheduled hours for the day at their normal rate for the following holidays regardless of the day of the week on which such holidays fall:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve - 1/2 Day
Juneteenth	Christmas Day
Independence Day	New Year's Eve 1/2 Day

together with five (5) other paid personal leave days to be taken at the discretion of the Employee, except in the case of any emergency, such personal leave days shall be taken so as to not unduly disrupt normal Township business or operations, but approval of a personal leave day shall not be unreasonably withheld. Due to their fluctuating work schedule, a personal leave day for a Desk Clerk will be equal to (8) hours. Personal leave time used will be equal to the employee's normally scheduled hours for the day or the exact hours taken for which he/she has taken off.

In the first calendar year of employment a full time employee hired before April 1, is eligible for four (4) personal days; and a full time employee hired between April 1 and September 30 is eligible for

two (2) personal days; and a fulltime employee hired after October 1 is not eligible for any personal days in the first calendar year of employment.

15.1 (b) Full time Desk Clerks will earn 13 paid floating holidays per calendar year equal to 8 hrs for each holiday. Floating holiday hours for Desk Clerks will be earned as of the date on which the holiday falls as listed under section 15.1 (a). Holiday hours used by a Desk Clerks will be equal to the employee's normally scheduled hours for the day or the exact hours taken for which he/she has off and will be charged to the employee's earned holiday hours. Desk Clerks must use any earned holiday hours or they will be paid out in January at rate earned.

15.2 When a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday.

15.3 When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

15.4 If a full time Employee is required to work on any holiday, he shall be paid double time for any and all hours worked, plus his normal day's pay. This section does not apply to the Desk Clerk position.

15.6 Festive Holidays - Festive holidays are recognized for the purpose of this section as Thanksgiving Day, December 24, and December 25. A full time Desk Clerk who works on the scheduled festive holiday will be paid time and a half for hours worked in a normally scheduled workday, in addition to the earned floating holiday stated in Section 15.1 (b) above. The hours worked on the festive holiday must be paid and cannot be exchanged for compensatory time.

15.7 If an employee is absent from work due to illness on the day before or the day following a holiday, a Medical Work Status Note must be presented upon his/her return to work. If such note is not presented the employee will not receive pay for either the sick day or the holiday. In addition, the employee will receive a verbal reprimand for first occurrence and may be subject to further discipline for future occurrences.

ARTICLE XVI

EXCUSED ABSENCES

16.1 Jury Duty

Employees covered by this Agreement, who are required to serve as jurors, shall be entitled to a leave of absence with pay during the time of service as a juror. Such Employee shall be entitled to retain the compensation for jury duty in addition to the pay due from the Township for the time served as a juror.

16.2 Military Leave

An Employee who is a member of the reserve component of one of the Armed Forces of the United States (which shall mean the Army Reserve, the Marine Corps Reserve, the Air Force Reserve, the Navy Reserve, the Coast Guard Reserve, the Army National Guard, and the Air National Guard) shall be granted leave as follows:

16.2.2 An Employee who is a member of one of the reserve components of the Armed Forces of the United States shall be granted, except as provided in Subsection 16.2.3 below, an unpaid leave of absence for active duty, active duty for training or inactive duty training and shall be afforded all rights to re-employment and other benefits in accordance with the applicable provisions of Federal Law or the laws of the Commonwealth. Said employee may utilize accrued paid leave at his/her discretion, during the leave of absence.

16.2.3 In the event of any leave for required training for a member of one of the reserve components of one of the Armed Forces of the United States for a period not to exceed fifteen calendar days in any calendar year, such Employee shall be entitled to paid leave for such period, without loss of accrued vacation time or any other benefits for such time period.

16.3 Funeral Leave

16.3.1 In case of death of spouse, father, mother, father-in-law, mother-in-law, step-mother, step-father or children, a full time Employee is entitled to up to five (5) consecutive days off without loss of pay.

16.3.2 In case of death of a member of the immediate family, a full time Employee is entitled to up to three (3) consecutive days off without loss of pay. Immediate family shall include, brother, sister, grandmother, grandfather, step-son, step-daughter, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, spouse's grandmother, grandfather, step-brother, and step-sister.

16.3.3 Full time Employees may request extended time off for funeral leave purposes. Such requests will be granted at the sole discretion of the Township Manager. Approval of such request shall not be unreasonably withheld.

16.3.4 A delegation of up to five (5) members of the Union, officers or their designees, shall be granted time off with pay to attend the funeral service of an Union member who has passed away while in the service of the Township or who has retired from the Township.

16.4 Sick Leave

16.4.1 Full-time permanent Employees, whose date of hire is prior to January 1, 2000 are entitled to sick leave at the rate of one (1) day per month equal to their normally scheduled workday, for a total of twelve (12) days per year and the accumulation of such sick leave shall be unlimited. Full-time permanent Employees whose date of hire is after January 1, 2000, are entitled to sick leave at the rate of three quarter (.75) day per month equal to their normally scheduled workday, for a total of nine (9) days per year and the accumulation of such sick leave shall be unlimited.

16.4.2 Upon the completion of three (3) years of service, full-time permanent Employees, whose date of hire is prior to January 1, 2000 are entitled to sick leave at the rate of one and one quarter (1 .25) days per month equal to their normally scheduled workday for a total of fifteen (15) days per year and the accumulation of such sick leave shall be unlimited. Upon the completion of three (3) years of service, full-time permanent Employees, whose date of hire is after January 1, 2000, are entitled to sick leave at the rate of one (1) day per month equal to their normally scheduled workday, for a total of twelve (12) days per year and the accumulation of such sick leave shall be unlimited.

16.4.2 A. An earned sick day for a Desk Clerk will be equal to eight (8) hours. Section 16.4.1 and Section 16.4.2 will be used to define the rate at which Desk Clerks earn a sick day. Sick leave hours used will be equal to the employee's normally scheduled hours for the day or the exact hours taken for which he/she has off and will be charged to the employee's earned sick leave hours.

16.4.3 In January of each year, full-time permanent Employees who have not utilized the sick leave days to which they are entitled under subsections 16.4.1 or 16.4.2 above may elect to have the Township purchase such unused sick leave days from the preceding year at a rate of 66.66% of such Employee's wages at the rate applicable at the time of the accrual of the sick leave days for each sick leave day, in which event such days as are purchased shall not be accumulated. Employees electing to retire and who are eligible for full retirement benefits under the PMRS Pension plan can elect to cash out up to ten (10) sick days from their bank of sick time at the rate of (66.66%) at the hourly rate in effect at the time of retirement.

16.4.4 Any Employee who is on sick leave reprimand as set forth in Subsection 16.4.8 below shall not accrue any incentive days during the time they are under said sick leave reprimand.

16.4.5 In order to discourage the indiscriminate use of sick leave an incentive equal to one (1) day's wages or for Desk Clerks is equal to eight (8) hours shall be paid to that full time employee who uses no sick leave during the one-fourth (1/4) of the calendar year. An employee absent for a non-work related injury or illness is not eligible for said incentive day. An Employee absent for a work related injury or illness classified under workers' compensation is not eligible for said incentive day, if the

employee's workers' comp absence is equal to the employee's normally scheduled work day (full day) or if the workers' comp absence is more than one day. Said period shall commence on January 1, April 1, July 1, and October 1. The incentive payment shall be made payable during the payroll covering the beginning of the next incentive period. In lieu of one (1) day's wages, an Employee may elect to take one (1) day off with pay within a reasonable length of time after the end of the incentive period involved, provided that the day requested does not adversely affect the work schedule of the Employee's Department. Employees who have elected to take an incentive day(s) off may carry over such incentive days(s) off through the next calendar year provided such day(s) off is taken within the first six-month period of the said calendar year. If the said incentive day(s) off is not taken in the manner prescribed above, the Employees shall be compensated one (1) day's wages at the rate of pay that was in effect during the time in which the incentive day(s) was earned by the affected Employee.

16.4.6 Any employee who wishes to be placed on sick leave must notify the Department Head or his designee prior to the scheduled starting time of the day in question. If absent for three (3) or more consecutive days, a written note on the Township prescribed form from the treating physician shall be required to certify the illness at the onset and certify the employee's ability to return to work. If the employee reports to work and then leaves early due to illness the partial day sick absence does not count towards the (3) days sick absence requiring a written note..

16.4.7 Any Employee who must visit a physician or a pharmacy must notify his supervisors that he will be away from his home, and shall present evidence that such visit or visits were made upon Employee's return to work.

16.4.8 In order to prevent the potential abuse of sick leave, the following policies will be in effect: After a potential pattern of abusive sick leave utilization has been noted in any twelve-month period, an immediate evaluation of the affected Employee's sick leave history shall be undertaken in order to determine if any abuse has taken place. If the results of the said investigation indicate that the Employee in question is abusing his/her sick leave privilege, a reprimand shall be issued to the subject Employee. If said employee shall incur any illnesses from the effective date of the reprimand during the next ninety (90) days, a doctor's excuse will be required in order for the Employee to receive his/her sick pay. If, under the conditions outlined above, an Employee receives a second reprimand, a doctor's excuse will again be required in order for the Employee to receive his/her sick pay for any illness incurred in the six-month period following the issuance of the reprimand. Should an Employee receive three such reprimands within an eighteen-month period of time, the Employee may be subject to termination.

16.5 Leave Of Absence Without Pay

16.5.1 An Employee may be granted leave of absence without pay provided it shall be requested in writing to the Employee's Department Head, setting forth the circumstances which warrant such leave, and the Department Head shall recommend in writing such leave to the Township Manager, who shall approve all such leave before such leave is taken. Employees on leave without pay shall not be entitled to accrue annual sick leave for any month during which he is absent on such leave, but the Employee shall be considered continuously in service for seniority and other benefits, provided he/she shall have complied with requirements otherwise prescribed. Leave of absence without pay may be authorized for periods of thirty (30) days or less per year and the total authorized leave may not exceed twelve (12) months for an Employee during his/her tenure of employment.

16.6 Compensation Due To Injury While Working

16.6.1 When an Employee is injured while in the performance of his/her duties as an Employee, the Employee shall continue to receive pay for the normal thirty-seven and one half (37-1/2) hours less Worker's Compensation during his/her absence from work until his/her doctor reports him/her ready to return to work. After six (6) months on Worker's Compensation, a physician appointed by the Township shall examine the Employee and a determination shall be made as to when the Employee shall be able to return to work and what the Employee's job capabilities will be upon his return.

16.7 Educational And Training Courses

16.7.1 Any Employee who successfully completes an educational or vocational training course which is work related, and approved in advance by the Department Head and the Township Manager, shall be reimbursed in full for the costs involved, provided they obtain a certificate of completion. Any Employee who attends a training course that is graded on a pass/fail system shall be reimbursed in full for the costs involved provided Employee provides Employer with the passing grade certificate. An Employee who completes educational courses for credit shall be reimbursed for the cost of books involved, and shall be reimbursed for tuition costs in accordance with the following schedule:

Course Grade of "A" or equivalent - 100% reimbursement

Course Grade of "B" or equivalent - 75% reimbursement

Course Grade of "C" or equivalent - 50% reimbursement

Course Grade of "D" or equivalent - No reimbursement

16.7.2 Employer shall provide to the Employees within the Bargaining Unit four (4) training sessions per year for the purpose of instructing Bargaining Unit members with regard to appropriate procedures to be applied as needed in connection with the performance of the work of the Bargaining

Unit. The Employer and the Executive Board shall meet quarterly for the purpose of determining and scheduling such training sessions.

16.7.3 An Employee attending educational or vocational training courses after normal working hours will be paid at the rate of time and one-half, or with compensatory time. The decision as to which form of compensation will be made by the Township Manager before commencement of the activity, and the Employee shall have the right to refuse attending the activity without prejudice. If said educational or vocational training courses are to be conducted at a location that is 100 miles or further from Upper Moreland Township, the Employee shall be entitled to lodging and meals for an overnight visit for a one-night course, and shall be eligible for meals and lodging for all days involved in a course that is longer than one day. If the school session is completed at a time later than 6:00 p.m., the Employee shall also be entitled to overnight accommodations for that evening.

16.8 ADDITIONAL LONG TERM ILLNESS AND /OR DISABILITY BENEFIT

16.8.1 Additional paid leave for sickness and/or disability for permanent, full time employees may be provided ,subject to approval, within the following schedule once an employee has used up his/her entire sick leave entitlement including future accrual which will be advanced for the said calendar year. Should an employee separate from employment for reasons other than retirement he/she will have to pay back such sick time used but not yet earned in the calendar year.

<u>Length of Service</u>	<u>Max Number of Weeks at Full Rate of Pay</u>
Less than one (1) year	Two (2) weeks at full rate of pay <i>(The benefit for less than one year of service is only available to employees hired BEFORE January 1, 2002. Employees hired AFTER January 1, 2002 are not eligible for this benefit.)</i>
One (1) year to less than five (5) years	Four (4) weeks at full rate of pay
Five (5) years or more	Eight (8) weeks at full rate of pay

16.8.2 In all cases, certification by an attending physician is required on the Township prescribed form and the employee shall be entitled to this benefit upon the recommendation of the Department Head and the concurrence of the Township Manager. Length of service, Employee performance, and sick leave record shall determine the availability of this benefit to any Employee. The discretionary recommendation of this benefit and the schedule for entitlement is per calendar year.

16.9 Family And Medical Leave Act Policy

The Township shall provide benefits as required under the Family Medical Leave Act in accordance with the Township's FMLA Policy for Teamsters Local 107 Blue and White Collar Employees.

ARTICLE XVII

VACATIONS

17.1 Annual Leave

17.1.1 The annual leave schedule for a full-time permanent Employee shall be based upon the following schedule of years of service with year of service being calculated from the original anniversary date of employment. Effective January 1, 2008 the year of service which the employee is entering (following the vacation schedule below) will be calculated based on a calendar year and the employee will earn the vacation accrual for the year of service he/she is entering effective January 1 of each calendar year.

An earned vacation day is equal to the employee's normally scheduled workday. An earned vacation day for Desk Clerk is equal to (8) hours. Vacation leave hours used will be equal to the employee's normally scheduled hours for the day or the exact hours taken for which he/she has off and will be charged to the employee's earned vacation leave hours.

From 1-4 years of service:	10 days per year
Entering 5 th year of service:	11 days per year
Entering 6 th year of service:	12 days per year
Entering 7 th year of service:	13 days per year
Entering 8 th year of service:	14 days per year
Entering 9 th year of service:	15 days per year
Entering 10 th year of service:	16 days per year
Entering 11 th year of service:	17 days per year
Entering 12 th year of service:	18 days per year
Entering 13 th year of service:	19 days per year
Entering 14 th year of service:	20 days per year
Entering 15 th year of service:	21 days per year
Entering 16 th year of service:	22 days per year
Entering 17 th year of service:	23 days per year
Entering 18 th year of service:	24 days per year
Entering 19 th year of service:	25 days per year

Provided, that for all Employees having a date of hire BEFORE January 1, 2000, the maximum amount of vacation days shall be 25 days per year.

For all full time Employees having a date of hire AFTER January 1, 2000, the maximum amount of vacation shall be (20) days per year.

17.1.2 Up to one-half (1/2) of an Employee's yearly annual leave entitlement may be carried forward into the following annual leave year, provided that this accrued time is utilized within the first six (6) months of the following year.

17.1.3 Every full time Employee shall be eligible for paid vacation time after 150 days of service with the Employer. Employees shall start to earn vacation allowances as of their date of hire. An employee absent from work due to a non-work related illness must report to work at least one full day in the month in order to be eligible to receive the vacation accrual for said month. If the employee is absent from work for the entire month due to a non-work related illness the employee is not eligible for his/her vacation accrual for the said month.

17.1.4 Vacations may be utilized in half- day increments.

17.1.5 The rate of vacation pay shall be the Employee's regular straight time rate of pay in effect for the Employee's regular job on the pay day immediately preceding the Employee's vacation.

17.1.6 Employees shall receive their vacation pay on the pay day immediately preceding the start of their vacation period, with at least two weeks prior notice required for pre-pay.

17.2 Vacation Time Selection

17.2.1 Vacation selection shall be January 1st through March 31st of each year. Employees eligible for vacation shall make their request for vacation leave during this selection period. The number of persons on vacation leave at any one time shall be determined by the Department Head in accordance with the departments work schedule. In the event more than one Employee desires the same time period for vacation leave, the Employee with the greatest seniority in the department shall be given his choice first. However, in no event shall one Employee monopolize a vacation block with more than two (2) consecutive weeks of vacation leave if another Employee (s) wishes to choose the same time period.

17.2.2 Vacation selection after March 31st shall be granted on a first come, first served basis.

17.3 Work During Vacation Period

17.3.1 Any Employee who is called in for an emergency during his/her vacation period shall be paid for regular hours at a rate of time and one half (1-1/2) of his regular rate. In addition, the Employee's vacation (with pay) shall be rescheduled to any future period the Employee may request.

17.4 Vacation Rights – Layoff Or Separation Any Employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

ARTICLE XVIII

WAGES AND CLASSIFICATION

18.1 It is mutually understood and agreed that the following classifications and wage rates for 2025 -- 2026 shall be as set forth in Exhibit "A" attached hereto and incorporated into this Agreement.

Effective January 1, 2027, there shall be an across the board wage increase of (3.8%) over the wages in effect for 2026.

Effective January 1, 2028, there shall be an across the board wage increase of (3.3%) over the wages in effect for 2027

18.2 STEP SYSTEM

18.2.1 Any new Employee should be placed in Step One of their specific classification. Any Employee who is promoted shall be placed in Step One of the new classification or that Step which first represents an increase of at least ten cents (\$.10) per hour in compensation over his Step in his previous classification.

18.2.2 For Employees in the Step System, hired after January 1, 2000, at the six (6) month stage of the Step in which the Employee is, an evaluation of the Employee shall occur. In the event that the Employee is graded as having job performance of outstanding, the Employee shall advance to the next step at the expiration of (9) months from entry into that Step. If the Employee's evaluation is that performance was satisfactory, but not outstanding, the Employee shall be counseled as to areas of job performance in need of improvement and then reevaluated at the nine month point to determine if there was improvement in performance. The Township Manager and the Employee's supervisor shall have the right to determine if the Employee shall advance to the next Step at that time. In the event that the six (6) month evaluation showed that performance was unsatisfactory, the Employee shall be counseled as to job performance and reevaluated at the nine (9) month point to determine if there was improvement in performance, if the Employee achieved a satisfactory evaluation the Employee would advance to the next Step at twelve (12) months since entry into the particular Step. In the event that the six (6) month evaluation showed that performance was unsatisfactory, following counseling as previously stated and upon reevaluation, if the Employee still had an unsatisfactory evaluation, the Employee would not

advance to the next step at the twelve (12) month point, but would be reevaluated at the twelve month point and if performance was still unsatisfactory the Employee is subject to termination.

This system is in addition to and does not replace current probationary period.

18.3 Pay Period The salaries and wages of Employees shall be paid bi-weekly on Thursday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

18.4 Shift Differential A shift differential of fifty cents (\$.50) per hour shall be provided to Desk Clerk's who are assigned to work the 7:00 P.M. to 7:00 A.M shift.

18.5 Longevity

18.5.1 The longevity plan for Employees hired prior to January 1, 1978 shall be based upon the following schedule:

8% of such employee's 2004 base salary after twenty years of service.

However, should an Employee under the pre-1978 longevity system receive less than would be provided by the post-1978 system, that Employee's longevity payment shall be based upon the post-1978 system outlined below.

18.5.2 The longevity plan for Employees hired after January 1, 1978 and before January 1, 2000 shall be based on the following schedule:

2027-2028	5-9 years of service	\$1350
	10-14 years of service	\$1600
	15-19 years of service	\$1850
	20+ years service	\$2100

18.5.3 Longevity payments to eligible Employees will be calculated from their first day of service as full-time Employees, whether permanent, probationary or temporary. Eligible Employees will be entitled to these longevity payments annually on the anniversary of their date of employment as a full-time Employee.

18.5.4 Any individuals hired after January 1, 2000, shall not receive longevity payments.

ARTICLE XIX

SENIORITY

19.1 Definition "Seniority" means an Employee's length of full-time, or part-time pro-rata, continuous service with the employer since the Employee's last date of hire.

19.2 Probation Period New Employees shall be added to the seniority list one hundred and fifty (150) days after their date of hire. Their seniority shall be retroactive to their initial date of hire. Employees disciplined or discharged shall not be protected under article XVI and Article XVII during their probation period.

19.3 Seniority Lists A copy of the seniority list showing the seniority of Employees shall be furnished annually to the Union if requested.

19.4 Breaks In Continuous Service

19.4.1 An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an Employee returns to work in any capacity within one year, the break in continuous service shall be removed from his record, provided it is mutually agreed upon by the Union and the Employer.

1.1.2. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

19.5 Recall

19.5.1 Employees shall be recalled from layoff according to their seniority within their job classification.

19.5.2 No new Employees, within their job classification, shall be hired until all Employees on layoff status desiring to return to work have been recalled.

ARTICLE XX

CALL IN TIME

20.1 Call in time for those emergencies that occur outside the normal work schedule, if these hours do not immediately precede or follow the regular work shift, shall be paid on the following basis:

20.2 Employees called in to work during the emergency shall be paid from the time they arrive at work back to the nearest quarter hour interval plus one-half hour travel. On leaving work, the Employee shall be paid ahead to the nearest quarter hour interval.

20.3 Employees called in to work during the emergency shall receive a minimum of three (3) hours pay, which shall include travel time.

ARTICLE XXI

DISCIPLINE AND DISCHARGE

21.1 Discipline

21.1.1 Disciplinary action or measures shall include only the following:

Oral reprimand, written reprimand, suspension without pay (notice to be given in writing), discharge.

21.1.2 Disciplinary action may be imposed upon an Employee for failing to fulfill his/her responsibilities as an Employee. Any disciplinary action or measure imposed upon an Employee may be processed as grievance through the regular grievance procedure.

21.1.3 If the employer has reason to reprimand an Employee, it should be done in private and in a manner that will not embarrass the Employee before other Employees or the public.

21.2 Discharge

21.2.1 The employer shall not discharge any Employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the Employee involved will be suspended (without pay) for five days. The Employee and his steward will be notified in writing that the Employee has been suspended and is subject to discharge.

21.2.2 The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

21.2.3 Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

21.3 Probationary Period The provisions of this Article shall not be applicable to Employees during their probationary period.

ARTICLE XXII

HEALTH AND WELFARE

22.1 The Township shall provide the following full-time permanent Employee group insurance at the Township's expense:

A. Workers Compensation Insurance.

B. Group life insurance policy, in the principal sum of (\$25,000) shall be provided to all full time Employees covered by this agreement. In the event of accidental death of the Employee, the life insurance policy shall provide for a principal sum of (\$50,000) to all Employees covered by this agreement. All full time Employees who meet the requirements for normal retirement benefit shall also be entitled to a (\$2,500) death benefit.

C. The Township will offer full time employees the option to select one of the Health Care plans providing coverage for the employee and their dependents with an employee premium contribution as defined below. The Health Care Plans listed will include medical, prescription and vision coverage.

1. HMO Plan - Employee Contribution:

2027: 6.00% of the HMO Premium Cost with a cap of \$80.00 per pay

2028: 6.00% of the HMO Premium Cost with a cap of \$80.00 per pay

The above Employee Contribution Schedule shall be followed except, if the Township receives no increases in medical premium costs in any given year. If there is no increase in the medical premium the Employees will not see an increase from the previous year's rate. In the year following, if there is an increase in the medical premium; the Employee Contribution schedule will be reinstated using the suspended year's Employee Contribution Rate. For example: if in 2022 there is no medical premium increase; the 2022 Employee Contribution rate shall be suspended and Employee Contribution will remain at the 2021 rate; in 2023 if there is an increase in medical premium the 2022 Employee Contribution Rate shall be followed.

2. Point of Service (POS) Plan- Employee Contribution

Employees electing the POS plan will be responsible for the percentage of the HMO Premium Cost listed above; 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 copayment for primary care and specialist doctor visits in the selected plan (HMO or POS) shall be \$20.00.

D. Full time Employees and their dependents shall be provided a vision plan through his/her healthcare plan.

E. Full time Employees and their dependents shall be covered by a prescription drug plan. The employee shall be required to pay \$15.00 co-pay for a prescription generic drug and \$20.00 co-pay for a prescription brand name drug.

F. Dental Plan

(a) Full time Employees covered by this Agreement shall have a dental plan equal to or better than the existing dental plan provided by Delta Dental Plan under Group #1481. The Township shall pay 100% of the cost of the premium for full time Employees.

(b) Dependents of full time Employees covered by this Agreement shall be eligible to become members of the dental plan provided to the Employees. The premium cost for dependent coverage shall be paid by the Employee through payroll deduction.

(c) The dental plan shall provide coverage for dental services as follows:

<u>Dental Service Provided</u>	<u>% of Cost Paid by Plan</u>	<u>% of Cost Paid by Patient</u>
Diagnostic	100%	0%
Preventive	100%	0%
Basic Restoration	80%	20%
Major Restorative	50%	50%
Oral Surgery	80%	20%
Endodontic	80%	20%
Periodontic	80%	20%
Prosthodontic	50%	50%

The annual benefit provided each Employee under this plan shall not exceed Two Thousand (\$2000.00) Dollars per person per contract year.

G. 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 through the above plans. The co-pays listed above in Section (E) will remain the same through the life of the contract. The term comparable does not mean equivalent in this context. Disputes over the level of benefits will be subject to the grievance procedure up to and including arbitration.

H. A fulltime Employee hired prior to January 1, 2005 shall be entitled to receive as an annual bonus in an amount equal to fifty percent (50%) of the 2004 cost of the health care coverage, prescription coverage and dental care coverage under this Article, for each twelve (12) month period, or portion thereof, that such Employee is not covered under the Township's plan; provided that such Employee furnishes proof of comparable health care coverage or dental care coverage derived from a source other than the Township. The bonus will be paid during the first payroll period in January and will be based on the cost of the coverage dropped for the proceeding twelve (12) month (January 1 - December 31) period. A full time employee hired after January 1, 2005 will receive an annual bonus of \$1500 for each twelve-month period or portion thereof that such employee is not covered under the Township's health care plan. Employees waiving dental coverage for the calendar year will receive an annual bonus of \$100 for each twelve-month period or portion thereof that such employee is not covered under the Township's dental plan.

I. Effective January 1, 2003, any Employee covered by this collective bargaining agreement whose spouse is also employed by the Township whether in this collective bargaining unit or not, will be covered by the Family Insurance Plan for the health and/or dental coverage selected and may not select separate individual coverage or separate family coverage. The Employee and spouse may designate either party as the head of household for purposes of dental and health insurance coverage.

J. Cadillac Tax - In the event that a federal or state excise tax obligation as a result of the Affordable Care Act, otherwise referred to as the "Cadillac Tax", is imposed prior to January 1, 2022, the parties agree to reopen this agreement for the sole purpose of negotiating changes to the health care plan specified in this section that will lessen or avoid the imposition and payment of any such federal and/or state excise tax obligation.

In the event that the provisions of the Affordable Care Act related to the "Cadillac Tax" that would impose a federal or state excise tax obligation on the health care plan specified in this section are repealed during the term of this agreement, and are replaced with substantially similar federal or state legislation that would impose a new federal or state excise tax or fee on the plan, the parties agree to reopen this agreement for the sole purpose of negotiating changes to the health care plan that will lessen or avoid the imposition and payment of the above described federal or state excise tax obligation or fee prior to January 1, 2022.

K. Post-Retirement Health and Dental Care Coverage - A full time employee, with at least twenty (20) 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 Health and Dental Care Coverage Plans for a

period of four (4) years from the date of retirement, provided that such retired Employee reimburse the Township for fifty per cent (50%) of the cost of such Coverage; and further provided that such retired Employee or his or her spouse and/or dependent children are not eligible to receive comparable Coverage from another source without premium cost. The Employee's spouse and dependent children must be covered under the Employee on the Township's insurance plans at the time of the employee's retirement in order to be eligible for this benefit. At the expiration of the four (4) year period, the retired Employee may elect for himself or herself and for his or her spouse and dependent children to remain covered by the Township's Health & Dental Care Plans, however the Employee would be responsible for 100% of the premium cost of healthcare coverage and 50% 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.

New hires hired after January 1, 2021 will not be eligible for the Post-Retirement Health and Dental Coverage.

ARTICLE XXIII

PENSION

23.1 All Employees covered by this Agreement shall be eligible for and receive pensions in accordance with Township Code, Title 2 Administration, Article 4, Municipal Retirement System, which attached hereto and made a part hereof. Effective, January 1, 2000, the rate of Employee contribution shall be three and one-half percent (.035) of wages. The final pension benefit shall be based on the Employee's average salary during the three (3) highest years of compensation.

23.1.1 The maximum basis benefit as a percentage of final salary shall be (60%) percent.

23.1.2 The vesting service requirement shall be eight (8) years of service.

23.1.3 The Township agrees to assume all liability for any deficits created or which may be created due to the benefit structure outlined in this Agreement.

ARTICLE XXIV

INJURY ON DUTY

24.1. An Employee who sustains a work related injury as a result of which such Employee is unavailable for work, is entitled to receive Workers' Compensation benefits. The Township shall provide an additional sum, which will make the Employee's compensation equal to such Employee's net pay during the period of his/her disability.

24.2. An Employee shall not be required to utilize his/her accrued leave time during a work related injury unless the Employee requests to take a scheduled vacation leave. The Employee requesting a scheduled vacation leave must request approval in writing from the department head. Subject to WC medical approval the department head will authorize vacation leave which will be deducted from the Employee's vacation balance.

24.3 An Employee who must visit a physician or a pharmacy must notify his/her supervisor that he/she will be away from his home before leaving home and shall present evidence that such visit or visits were made upon return to work. After six (6) months on Workers' Compensation a physician appointed by the Township shall examine the Employee and a determination shall be made as to when the employee shall be able to return to work and what his/her job capabilities will be upon his/her return.

ARTICLE XXV

UNIFORMS AND PROTECTIVE CLOTHING

25.1 If an Employee is required to wear uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the Employee by the Employer. The cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer, for Employees whose daily activities have an unusual amount of exposure to dirt, grease, rips and tears.

ARTICLE XXVI

GENERAL PROVISIONS

26.1 Pledge Against Discrimination and Coercion

26.1.1 The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation or other legally protected status under federal, state or local statute.

26.1.2 All references to Employees in the Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female Employees.

26.1.3 The Employer agrees not to interfere with the rights of Employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any Employee because of union membership or because of any Employee activity in an official capacity on behalf of the Union, or for any other cause.

26.1.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint or coercion.

26.2 Locker facility A permanent and secure locker facility shall be installed within the secured police area for the safekeeping of personal effects belonging to police department personnel.

26.3 Past practices and benefits

All past practices and benefits currently enjoyed by the Employees and are not specifically covered in this Agreement are to be continued throughout the life of this Agreement.

26.4 Drug and Alcohol Testing Employees covered under this agreement will be subject to the provisions defined in the Township Substance Abuse Handbook for Teamster Local 107 Blue and White Collar Employees.

26.5 Labor Management Meetings – The parties agree to meet on a monthly basis. The meeting will be held to discuss any safety issues or any other issues that either party may want to discuss.

ARTICLE XXVII

WORK FORCE CHANGES

27.1 Promotions / Transfers

27.1.1 The term promotion, as used in this provision, means the permanent advancement of an Employee to a higher paying position.

27.1.2 Whenever a job opening occurs, other than a temporary opening as provided below, in any job classification covered by this Agreement, or the development or establishment of new job classifications covered by collective bargaining, a notice of such opening shall be posted on all bulletin boards for five (5) working days.

27.1.3 During this five (5) day period, Employees who wish to apply for the open position or job, including Employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Employee's immediate supervisor. Employees must be employed in their position for a period of one year from the date he/she was hired into the position in order to be eligible to post for another position. Exceptions to this requirement can be made by the employee's department head.

27.2 Consolidation or Elimination of Jobs

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Township provided they have the necessary experience, past work record, ability and qualifications to fulfill the duties of the job involved.

27.3 Transfers

27.3.1 Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. Approval of the transfer must be by the Department Head.

27.3.2 Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority.

27.3.3 Employees requesting transfers because of the elimination of their jobs shall be transferred to another position of an equal classification on the basis of seniority.

27.4 Temporary Job Opening

Employees assigned to temporary job opening shall be paid the wage established for the job or their own wage rate, whichever is higher.

27.5 Demotions

27.5.1 The word "demotion" as used in this provision, means the reassignment, not requested by the Employee, of an Employee from a position in one job classification to a lower paying position in the same job classification.

27.5.2 A demotion shall be made only for just and proper cause.

27.6 Layoff

In the event it becomes necessary to lay off Employees for any reason, Employees shall be laid off in the inverse order of their seniority within their job classification.

ARTICLE XXVIII

SAVING CLAUSE

28.1 In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE XXIX

EFFECTIVE DATES

29.1 This agreement shall be effective as of the first day of January 2027 and shall remain in effect until December 31, 2028. If the terms of a subsequent collective bargaining agreement have not been reached prior to this expiration date, the provisions of this Agreement shall remain in effect until a new agreement is signed.

This agreement entered into this 2nd February, 2024 (Day, Month, Year) by and between the Township of Upper Moreland and the Teamsters Local 107 – White Collar Union.

UPPER MORELAND TOWNSHIP
TEAMSTERS LOCAL 107 UNION
EXECUTIVE COMMITTEE

Signature: Edward J. Sater

Print Name: Edward J. Sater

Signature: William Hamilton

Print Name: William Hamilton

Signature: _____

Print Name: _____

UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS

By: _____

Kip McFatridge, President

By: _____

Susan Worth-Lamanna, Vice President

EXHIBIT A

TEAMSTERS LOCAL 107 WHITE COLLAR WAGE 2027-2028 SCHEDULES

TEAMSTERS LOCAL 107 (WHITE COLLAR)

2027 WAGE SCHEDULE - 3.8% WAGE INCREASE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
POSITION	Scheduled Hrs Per Week	2027 Hrly Rate				
Secretary	37.5	\$29.87	\$30.80	\$31.68	\$32.63	\$33.57
Receptionist	37.5	\$28.91	\$29.87	\$30.80	\$31.75	\$32.62
Desk Clerk	40	\$30.81	\$31.75	\$32.58	\$33.54	\$34.53

TEAMSTERS LOCAL 107 (WHITE COLLAR)

2028 WAGE SCHEDULE - 3.3% WAGE INCREASE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
POSITION	Scheduled Hrs Per Week	2028 Hrly Rate				
Secretary	37.5	\$30.86	\$31.82	\$32.73	\$33.71	\$34.68
Receptionist	37.5	\$29.86	\$30.86	\$31.82	\$32.80	\$33.70
Desk Clerk	40	\$31.83	\$32.80	\$33.66	\$34.65	\$35.67

UPPER MORELAND TOWNSHIP
SUBSTANCE ABUSE HANDBOOK
for
Teamster Local 107 Blue and White Collar Employees

I. Introduction

- A. The Township of Upper Moreland (hereinafter referred to as the "Township") recognizes that the use and abuse of drugs in today's society is a very serious problem which has also found its way into the workplace. The Township also recognizes the significant threat that a drug-impaired "DOT employee" as defined in the title 49 Code of Federal Regulations (CFR) Part 40, working in the transportation industry and a "Non-DOT employee" can pose to the safety of his/her co-workers and the general public. In order to address the safety threat presented by the problem of substance abuse, the Township has adopted a Substance Abuse (hereafter referred to as the "Plan") to specify the circumstances under which drug and alcohol testing may be required, the procedures for conducting such testing and the methods and procedures for complying with the requirements of the regulations pertaining to DOT employees and non-DOT employees. The parties have agreed that the Plan will be modified in the event that further federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements for DOT employees.
- B. This Plan applies to all Teamster Local 107 Blue and White Collar DOT employees and Non-DOT employees.
- C. The Plan has been developed to ensure accurate and reliable test results. The Plan also contains procedures designed to recognize and respect the dignity and privacy of all of our employees.

II. Substance Abuse Program Definitions:

The following definitions apply to this substance abuse handbook.

"Accident" – an incident which involves a motor vehicle where: (1) a citation is issued to the employee; (2) vehicular damage in which one of the vehicles is towed; or (3) personal injury requiring medical attention occurs. Any incident involving the death of a human being is an accident for purposes of this policy regardless of whether a citation is issued.

"Adulterated Specimen" – specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

"Air Blank" – a reading of ambient air containing no alcohol. (In evidential breath testing devices (EBT's) using gas chromatography technology, a reading of the device's internal standard.)

"Alcohol" – the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol Concentration" – the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

"Alcohol Use" – the drinking or swallowing of any beverage, liquid mixture, or preparation, including any medication, containing alcohol.

“Breath alcohol technician (BAT)” – an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

“Commercial Motor Vehicle” – a motor vehicle or combination of vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; (2) has a gross vehicle weight rating of 26,001 or more pounds; (3) is designed to transport 16 or more passengers, including the driver; (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

“Confirmatory Test” – for alcohol testing means a second test, following a screening test with a result of 0.02 % BAC or higher for CDL employees and a result of .04 % BAC or higher for non-CDL employees. For controlled substances, testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical profile from that of the initial test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry [GC/MS] is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine).

“Consortium/Third Party Administrator” – (C/TPA) a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers’ drug and alcohol testing program. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not “employers” for purposes of this policy.

“Dilute Specimen” – a specimen with creatinine and specific gravity values that are lower than expected for human urine.

“DOT Agency” – an agency of the United States Department of Transportation administering regulations requiring compliance with this part, including, but not limited to the United States Coast Guard (USCG), the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the Research and Special Programs Administration (RSPA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

“DOT employee” – is an individual designated in a DOT agency regulation as subject to urine drug testing and alcohol testing and the donor of a specimen under 49CFR Part 40

“Driver” – any person who operates a commercial motor vehicle or a vehicle owned by the Township.

“Employees” – shall mean all persons employed by the Township in a position covered under the Teamsters Local 107 Blue Collar and White Collar collective bargaining agreements.

“Employer” – means any person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with this part. This term includes officers, management personnel, supervisory employees and representatives of the employer.

“Evidential breath testing device (EBT)” – a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA’s Conforming Products Lists (CPL) for “Evidential Breath Measurement Devices” (GPL) and identified on the CPL as conforming with the model specifications available from NHTSA’s Traffic Safety Program.

“Initial Drug Test” – the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

“Initial Validity Test” – the first test used to determine if a specimen is adulterated, diluted or substituted.

“Invalid Drug Test” – the result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug result.

“Laboratory” – any U.S. laboratory certified by DHHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

“Medical Review Officer (MRO)” – a licensed physician) responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.

“Non-DOT employee” shall mean all other persons employed by the Township covered under the Teamsters Local 107 Blue and White Collar collective bargaining agreements.

“Performing (a safety-sensitive function)” – any period in which the driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

“Refusal to submit (to an alcohol or controlled substance test)” – an employee: (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; (2) fails to provide adequate urine for controlled substances testing without valid medical explanation after he/she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

“Safety-sensitive function” – all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include those functions set forth in the Federal Motor Carrier Safety Administration (FMCSA) Regulations 382.107 paragraphs (1) through (6) as listed below:

1. All time at an employer or shipper plant, terminal, facility, or any other public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
2. All time inspecting equipment as required by the emergency equipment, equipment, inspection and use regulations (§392.7 and §392.8 of the Federal Motor Carrier Safety Regulations [FMSCA] or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
3. All time spent at the driving controls of a commercial motor vehicle in operation.
4. All time, other than driving time, in or upon any commercial motor vehicle except for time spent resting in the sleeper berth (a berth conforming to the requirements of §393.76 of the FMCSA regulations).

5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

“Screening test (aka initial test)” – in alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen. A test to eliminate “negative” urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.

“Substance Abuse Professional (SAP)” – a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders who evaluates an employee who has violated a DOT drug and alcohol regulation and makes recommendations regarding education, treatment, follow-up testing and aftercare.

“Substituted Specimen” – A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

“Township Premises” – all property owned, rented or controlled by the Township, including all facilities, land, buildings, structures, and other real estate, and all automobiles, trucks and other vehicles.

“Township Time” – from the beginning to end of one’s scheduled workday (excluding lunchtime) and those times when an employee is representing the Township at a function on or off Township premises. This also includes any scheduled on-call time. This definition is to be used only as it relates to this controlled substance and alcohol policy.

“Verified Test” – A controlled substance test result or validity testing result from a DHHS-certified laboratory that has undergone review and final determination by the MRO.

III. Types of Drug and Alcohol Testing

A. Pre-employment/Pre-Use Testing

- i. A pre-employment/pre-use drug and alcohol test is mandatory for all applicants which will be conducted when either an individual is first employed or when a current employee is transferred from a non-covered to a covered position, unless the individual is currently subject to a DOT anti-drug and alcohol program. Also, an employee who is separated from a DOT anti-drug and alcohol program will be pre-employment tested prior to returning to a covered function. An applicant who is offered a covered position must be tested prior to being employed.
- ii. At the beginning of the application process, all applicants for a position subject to testing will be notified that a drug and alcohol test will be required if they are offered a covered position.

B. Non-Suspicion-Based Post-Accident Drug and Alcohol Testing

1. Non-Suspicion-Based Post-Accident Drug Testing:

Employees subject to non-suspicion-based post-accident testing will be required to submit to urine drug testing after accidents, as herein defined. Employees are required to remain readily available for testing for thirty-two (32) hours following the accident or until tested. The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible to notify the employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action. If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he/she shall not be required to submit to post-accident urine drug testing.

2. Non-Suspicion-Based Post-Accident Alcohol Testing

Employees subject to non-suspicion-based post-accident alcohol testing are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident. It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

C. Reasonable Suspicion Testing

1. In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have reasonable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a union shop steward, if possible) to undergo a urine specimen collection and a breath alcohol analysis. The supervisor(s) must have received training in the signs of drug intoxication in the prescribed training program which is endorsed by the Employer. Reasonable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not reasonable and is not a basis for testing if it is based solely on third (3rd) party observation and reports. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "reasonable suspicion" and "reasonable cause" shall be synonymous.
2. The following collection procedures shall apply to all types of testing:
A refusal to provide a urine specimen or undertake a breath analysis will constitute a presumption of intoxication and the employee will be subject to discharge without receipt of a prior warning letter. If the employee is unable to produce 45mL of urine, he/she shall be offered up to forty ounces of fluid to drink and shall remain at the collection site under observation until able to produce a 45mL specimen, for a period of up to three (3) hours from the first unsuccessful attempt to provide the urine specimen. If the employee is still unable to produce a 45mL specimen, the Employer shall direct the employee to undergo an evaluation which shall occur within five business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and MRO conclude that there is not medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test. If an employee is unable to provide sufficient breath sample for analysis, the procedures outlined in the DOT regulations shall be followed for all employees.

Such employee shall be evaluated by a licensed physician, acceptable to the Employer, who has the expertise in the medical issues concerning the employee's failure to provide an adequate amount of breath. Absent a medical condition, as determined by the licensed physician, said employee will be regarded as having refused to take the test. The employer will adhere to DOT regulations for employees who are unable to provide a urine or breath specimen due to a permanent or long-term medical condition.

3. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication".
4. In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

D. Random Drug and Alcohol Testing

1. It is agreed by the parties that random urine drug testing and random alcohol testing will be implemented only in accordance with the DOT rules under 49 CFR Part 382, Subpart C. The method of selection will be neutral so that all employees subject to testing will have an equal chance to be randomly selected. The term "employees subject to testing" under this agreement is meant to include DOT employees and Non-DOT employees.
2. Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

E. Refusal to Test

1. As a condition of employment, the Township requires compliance with the terms and procedures contained in this Substance Abuse Policy and Handbook. Any employee who refuses to take a drug or alcohol test authorized by the terms of this Policy and Handbook, shall be subject to immediate discharge. Any instance in which the MRO reports a verified adulterated or substituted test result will be considered a refusal to test and subject to disciplinary action up to and including immediate discharge. Any applicant who refuses to take a pre-employment drug test or who has a verified positive drug test result shall be disqualified from further consideration for employment. Any employee who has a verified positive drug and/or alcohol test result shall be subject to the following provisions as outlined in Section IV.
2. Any employee who is unable to provide the urine specimen necessary to complete testing procedures is to remain at the collection site for a period not to exceed three (3) hours, will be provided with up to forty (40) ounces of fluid, and will be provided with additional opportunities to provide the necessary specimen in that time. If after this period the employee is still unable to provide an adequate specimen, the Employer shall direct the employee to undergo an evaluation which shall occur within five business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and MRO conclude that there is not a medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test.
3. The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample. If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) days, an evaluation from a licensed

physician selected by the Employer who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

IV. Disciplinary Action Based on Positive Adulterated, or Substituted Drug Test Results.

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

1. If the MRO reports that a urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge except as provided in Part VI.
2. The following actions shall apply in reasonable suspicion testing.
 - a. If the urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge.
 - b. If the breath alcohol test results show a blood alcohol concentration equal to or above the level for alcohol intoxication, the employee shall be subject to discipline or discharge pursuant to section V.
 - c. If the breath alcohol test is negative and the urine drug test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

V. Disciplinary Action Based on Positive Alcohol Test Results

Thresholds	Action	Discipline
0.02% BAC – 0.039% BAC	DOT Employee may not drive or perform duties for 24 hours and a DOT employee must have a BAC less than .02 before driving a CMV.	Positive Test Result for DOT Employee: 1 st – Out of service for 24 hours without pay 2 nd – 5 day unpaid suspension 3 rd – 15 day unpaid suspension 4 th – 20 day unpaid suspension 5 th – Discharge Positive Test Result for Non-DOT Employee: Out of service for day positive result is obtained
0.04% BAC – 0.79% BAC	DOT and Non-DOT Employee must be evaluated by Substance Abuse Professional (SAP) and complete any prescribed treatment prior to returning to work.	Positive Test Result for DOT and Non-DOT Employee: 1 st – Out of service without pay for the length of time determined by the SAP with a minimum of 24 hours. 2 nd – Unpaid Treatment / Counseling with a minimum 20 day unpaid suspension 3 rd – Unpaid Treatment / Counseling with a minimum 30 day unpaid suspension 4 th – Discharge
.08% BAC or greater		Positive Test Result for DOT and Non-DOT Employee: 1 st – Discharge

An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

Thresholds	Action	Discipline
0.02% BAC – 0.039% BAC	A DOT employee must have a BAC less than .02 before driving a CMV.	Positive Test Result for DOT Employee: 1 st – 30 day unpaid suspension 2 nd – Discharge Positive Test Result for Non-DOT Employee: Out of service for day positive result is obtained
0.04% BAC – 0.79% BAC		Positive Test Result for DOT Employee: 1 st – Discharge Positive Test Result for Non-DOT Employee: 1 st – Unpaid Treatment / Counseling with a minimum 30 day unpaid suspension 2 nd – Discharge
.08% BAC or greater		Positive Test Result for DOT or Non-DOT Employee: 1 st – Discharge

An employee's refusal to submit to any alcohol test will subject the employee to discharge.

VI. Return to Employment After a Positive Urine Drug Test

1. Any employee, with the exception Community Service Representatives in the Police Department, with a positive, adulterated, or substituted urine drug test result (other than under reasonable suspicion testing), thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) – time lifetime basis if the employee successfully completes a course of education and/or treatment program as recommended by the Substance Abuse Professional (SAP). The SAP will recommend a course of education and/or treatment with which the employee must demonstrate successful compliance prior to returning to DOT safety-sensitive duty. The SAP will refer him/her to a treatment program which has been approved by the applicable Health and Welfare Fund, where such is the practice. Any cost of evaluation, education and/or treatment over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee.
2. Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Company within ten (10) days of being notified by the Company of a positive, adulterated, or substituted urine drug test. The evaluation process and education and/or treatment program must take a minimum of ten (10) days. The employee must begin the evaluation process and education and/or treatment program within fifteen (15) days after notifying the company. The employee must request reinstatement promptly after successful completion of the education and/or treatment program. After the minimum ten (10) day period and re-evaluation by the SAP, the employee may request reinstatement, but must first provide a negative return to duty urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Company within ten (10) days of the date of the decision, of the desire to enter the evaluation process and education and/or treatment program.
2. While undergoing treatment, the employee shall not receive any of the benefits provided by the Agreement

except the continued accrual of seniority.

3. Before reinstatement after the minimum ten (10) day period, the employee must be re-evaluated by the Substance Abuse Professional to determine successful compliance with any recommended education and/or treatment program. The employee must then submit to the Employer's return-to-duty urine drug test (and alcohol test if so prescribed by the SAP) with a negative result. The employee will be subject to at least six (6) unannounced follow-up urine drug tests in the first year, as determined by the SAP. If, at any time, the employee tests positive, provides an adulterated or substituted specimen, or refuses to submit to a test, the employee shall be subject to discharge.
 - (a) Return-to-duty drug test is a urine drug test which an employee must complete with a negative result, after having been reevaluated by a SAP to determine successful compliance with recommended education and/or treatment.
 - (b) Follow-up drug testing shall be those unannounced urine drug test required (minimum of six (6) in a twelve (12) month period) when an employee tests positive, provides an adulterated or substituted specimen, or refused to be tested and has been evaluated by the SAP, completed education and/or treatment, been re-evaluated by SAP and returned to work. The requirements of follow-up testing follow the DOT-employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the DOT- employee to subsequent employers. The SAP has the authority to order any number of follow-up urine drug and/or alcohol test and to extend the twelve (12) month period up to sixty (60) months.

VII. Return to Duty After a Positive (Greater than .04 to the State Limit) Alcohol Test

1. Any employee, must be evaluated by a SAP, comply with any education and/or treatment recommended by the SAP, be re-evaluated by the SAP to determine compliance with recommended education and/or treatment, and take a return-to-duty alcohol test, showing a result of less than 0.02% BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP. The requirements of follow-up testing follow the DOT-employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the DOT-employee to subsequent employers. The SAP has the authority to order any number of follow-up alcohol and/or urine drug test and to extend the twelve (12) month period up to sixty (60) months.

VIII. Paid-for Time

1. Training - Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.
2. Testing - Employees subject to testing and selected by the random selection process for urine drug and/or alcohol testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

a. Random Drug and/or Alcohol Tests

- (1) for all time at the collection site.
- (2) (a) for travel time one way if the collection site is reasonably en route between the employee's home and the workplace, and the employee is going to or from work; or
- (b) for travel time both ways between the workplace and the collection site, only if the collection site

is not reasonably en route between the employee's home and the workplace.

- (3) When an employee is on the clock and a random drug and/or alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.
- (4) The Employer will not require the employee to go for urine drug and/or alcohol testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.
- (5) During an employee's shift, an employee will not be required to use his/her personal vehicle from the workplace to and from the collection site to take a random drug test.

b. Non-Suspicion-Based Post-Accident Testing

- (1) In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty-two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.
- (2) When the Employer takes a road driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the road driver to return to his/her home or workplace.

IX. Prescription Drugs

It is the responsibility of employees to notify the Township if he/she is taking medications which will affect the employee's performance, i.e. operating machinery, driving, flagging, etc. If the medication will impair one's ability, then if the department is able to accommodate the work status of the employee job responsibilities may be altered for a temporary period of time.

**UPPER MORELAND TOWNSHIP
FAMILY AND MEDICAL LEAVE POLICY
For Teamsters Local 107 Blue and White Collar Employees**

This policy outlines the Township's expectations and the employees' obligations under the law.

A. ELIGIBLE EMPLOYEES.

All employees who have been employed for at least twelve (12) months by the Township and have worked at least 1,250 hours for the Township over the Twelve (12) month period prior to the leave request are eligible for leave.

"Covered Service Member" is a spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, who is unable to perform the duties of his/her office, grade, rank or rating and is (1) undergoing medical treatment, recuperation or therapy; (2) is otherwise in outpatient status; or (3) is on the temporary disability retired list for a serious injury or illness.

B. WHEN LEAVE IS AVAILABLE.

All eligible employees will be entitled to a twelve (12) work week unpaid leave of absence during a twelve (12) month period (as defined below) for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition (as defined below);
4. Because of a serious health condition (as defined below) that makes the employee unable to perform the essential functions of his/her position, either work-related or non-work-related.
5. To care for a covered service member of the Armed Forces with a serious injury or illness incurred in the line of duty if the employee is the spouse, son, daughter, parent, or next of kin of the service member.
6. For any qualifying exigency arising out of the fact that the employee's spouse, child, or parent, who is a retired or active member of the Reserves or a retired member of the Regular Armed Forces is or has been called to active duty in the Armed Forces in support of a contingency operation.

A serious health condition means an illness, injury, impairment or physical or mental condition that involves:

- a. Inpatient care in a hospital, hospice or residential medical care facility; or
- b. Continuing treatment by a health care provider resulting in incapacity of three days or more.
- c. Other qualifying chronic conditions or periods of incapacity.

Son or daughter is defined as a child under 18 and those over 18 who are incapable of self-care because of a physical or mental disability.

A Qualifying Exigency shall include the following events when due to the covered military service member's deployment: (1) Short-notice deployment (fewer than 7 calendar days); (2) military events and related activities; (3) arranging for alternative childcare; (4) making or updating financial or legal arrangements; (5) counseling (non-medical); (6) short-term, temporary rest and recuperation leave (five days for each instance of rest and recuperation); (7) post-deployment activities; and (8) certain additional activities to address other events which arise out of the covered military member's active duty or call to active duty status so long as the employee has obtained advance approval.

Note: Leave under Sections B(1) and B(2) above must commence within the twelve (12) month period beginning at the date of birth or placement of the child.

C. PROCEDURE FOR REQUESTING LEAVE.

1. In General

- a. At least 30 days advance notice of leave is required for all leaves of absence granted under Sections B(1) and B(2). At least 15 days advance notice of the need for leave is required for all leaves of absence granted under Sections B(3) and B(4). Failure to provide the required advance notice will result in denial of the leave until expiration of the required notice period. Provided however, that if such advance notice is not practicable, an employee must provide as much notice as is practicable under the circumstances.
- b. The period used to calculate leave entitlement is calculated on a rolling basis by counting backwards from the date of the employee's leave request.

2. Planned Medical Treatment Of Serious Health Conditions. An employee must make an effort to schedule medical treatment so as not to unduly disrupt the operations of the Township.

D. CERTIFICATION.

The Township will require an initial certification by the treating health care provider of the serious health condition which necessitates an employee's leave of absence. No leave will be approved until the initial medical certification is submitted. The Township will also require recertification of the need for leave every 30 days or upon expiration of the period of incapacity as indicated in any prior certification form. The Township may also require recertification upon receipt of a request for additional leave or upon a change in circumstances. Failure to submit the proper certification within 15 calendar days will revoke an employee's entitlement to continued leave.

Certification forms which will be provided by the Township will require the following information:

1. The date the serious health condition began;
2. The probable duration of the condition;
3. Medical facts regarding the condition;
4. If the employee is requesting leave to care for a parent, spouse, child, the employee is required to produce a written certification from the family member's health care provider certifying that the employee is needed to care for the family member and an estimate of the time the employee is needed to provide such care.
5. If the employee is requesting a leave for his/her own serious health condition, the employee must provide a written certification from his/her health care provider that the employee is unable to perform the functions of his/her job.
6. If an employee is unable to return to work at the conclusion of his/her leave entitlement due to the continuance, recurrence or onset of a serious health condition, he/she must provide medical certification of that condition.
7. The Township reserves the right to require a medical certification from a second health care provider. If the second opinion differs from the original certification, the Township reserves the right to require a third certification from a health care provider approved jointly by the Township and the employee. The third medical certification will be deemed final and binding on the Township and the employee.

E. INTERMITTENT OR REDUCED LEAVE.

1. Intermittent or reduced leave is not available under Sections B(1) and B(2) without express written approval from the Township.
2. Leave under B(3) and B(4) may be taken intermittently or on a reduced leave schedule (a decrease in the number of hours per work week or hours per work day of an employee) only when medically necessary. If an employee exercises intermittent or reduced leave for planned medical treatment, the Township reserves the right to transfer that employee temporarily to an alternative position with equivalent pay and benefits that better accommodates the recurring periods of leave than does that employee's regular position.

F. PERIODIC REPORTS.

The Township requires an employee on any type of leave to report on a periodic basis his/her status and intention of returning to work.

G. SUBSTITUTION OF PAID LEAVE.

The Township requires all employees to use any accrued paid vacation or other accrued and unused paid time for any part of the 12 week leave for:

1. the birth of a child and in order to care for the child, or
2. because of the placement of a child with the employee for adoption or foster care, or
3. to care for a spouse, child or parent with a serious health condition.

The Township requires all employees to use all accrued paid vacation, sick days or other accrued and unused paid time for any part of the 12 week leave because of the serious health condition of the employee as defined in B(4) above.

Leave taken for a serious health condition pursuant to the state disability laws or workers' compensation will be counted against an employee's FMLA leave entitlement. Accrued paid leave may not be substituted while such benefits are being received.

Unless written authorization is given, accrued sick leave may only be used for care of the employee's own serious health condition.

The employee has the option to reserve and will not be required to use up to a maximum of two (2) weeks or ten (10) days of accrued unused vacation as part of the substitution for paid leave under this policy. The employee must notify the Township that he/she is electing the option to reserve specified number accrued unused vacation days/hours at the onset of the FMLA leave.

H. SPOUSES EMPLOYED AT THE TOWNSHIP.

If husband and wife are employed by the Township, their leave entitlements shall be calculated as allowed by law.

I. BENEFITS AVAILABLE DURING LEAVE.

There is no accrual of any employment benefits, with the exception of seniority, during an employee's leave, including but not limited to life insurance, disability insurance, sick leave, annual or vacation leave, pensions or educational benefits. With respect to pension and other retirement plans, however, any period of leave will be treated as continuing service for the purposes of vesting and eligibility. The Township will continue to pay its normal portion of premiums for health care coverage for an employee on Family and Medical Leave at the same level and conditions as if the employee was actively employed. Employees who normally make co-payments for health coverage must continue to do so during the leave period. If any co-payment is more than 30 days past due, an employee's health insurance will be terminated after 15 days' notice for the duration of the leave period.

J. RETURN FROM LEAVE.

Upon timely return from leave, the employee will be returned to his/her position or an equivalent position with equivalent benefits, pay and other terms and conditions of employment subject to the conditions below:

1. An employee who has taken leave for his/her own serious health condition is required to submit a certification from his/her health care provider certifying that the employee is able to resume his/her position before returning to work.
2. The Township is not obligated to reinstate to employment any employee whose job position is eliminated for any reason during his/her leave of absence.
3. Certain employees may be denied restoration to employment if:
 - a. The employee is a "Key" employee, as defined by law, and
 - b. The denial is necessary to prevent substantial and grievous economic injury to the operations of the Township.

K. FAILURE TO RETURN FROM LEAVE.

If an employee's leave entitlement expires and the employee does not return to work, the Township has no obligation to continue paying health insurance premiums on behalf of the employee, and has no obligation to restore him/her to employment.

The Township reserves the right to recover the health insurance premiums that it paid on an employee's behalf during the leave period if the employee fails to return from leave for any reason except:

1. where the Township grants the employee an additional leave and the employee subsequently returns to work, or
2. where the employee is unable to return to work for reasons beyond his/her control such as the continuation, recurrence or onset of a serious health condition.

L. ADDITIONAL EMPLOYEE RESPONSIBILITY.

It is the employee's sole responsibility to ensure that all requests for leave, certification and required forms are submitted to the appropriate person in a timely manner. Failure to do so can result in disciplinary action, up to and including discharge. Falsification of any request, certification, or other form or document will be punishable by termination.

**List of Teamster Local 107 Positions Considered to be Essential Positions
in Case of Emergency and Inclement Weather
as directed by the Applicable Department Head**

Teamster Blue Collar positions:

Highway Foreman
Garage/Shop Foreman
Sanitation Foreman
Parks & Recreation Foreman
Sign Shop Coordinator
Sr. Equip Operator
Crew Leader PW
Crew Leader P&R
Equip Operator
Mechanic
Jr. Equip Operator
HTD
MTD
LTD
P&R Maintenance Worker
Sign Shop Worker
PW Laborer
Custodian Mech Assistant

Teamsters White Collar positions:

Secretary – in Public Works Dept.
Desk Clerks – Police Department *the employees employed in this position are employed to provide coverage for 24 hr – 7 days week on rotating schedule as needed.

NOTE: The Department Head has the authority to designate the positions and number of employees needed based on the specific department's operational needs to appropriately respond in the event of an emergency or inclement weather, in accordance with the CBA.

TOWNSHIP OF UPPER MORELAND

Montgomery County, Pennsylvania

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Township Solicitor

Agenda Summary Board of Commissioners Regular Meeting – February 2, 2026

Agenda Item: **Update: Woodlawn Park Authorization to go to bid**

Prepared by: Katie Kollar, Director of Parks and Recreation

Attachments: None

Background/Analysis: This is an update to the previously approved Woodlawn Park Master Plan and bid process. Simone Collins L.A. developed the Master Plan, which include vast public input opportunities, and have been leading the charge with design elements. Gilmore and Associates have planned the site preparation documents, and obtained required permits. We are in the final stages of preparing bid documents for Phase 1 development, as outlined in the master plan.

We are expected to complete the bid documents by Jan 30, 2026. Advertise the project mid-February, 2026. Receive the bids in March, 2026, have a recommendation for contractor in April, and construction in the spring through fall 2026.

Fiscal Impact/Source: The entire project, Woodlawn Park Redevelopment, is estimated to be a base cost of \$3,865,870. This estimate includes professional services, construction, and a 10% contingency. Desired alternative items would require an estimated additional \$790,200. Secured funding for this project totals \$3,896,613.

Alternatives: Do not complete the project

Recommended Action: Recommend the Board of Commissioners authorize advertising a Notice to Bidders at the February, 2, 2026 Regular Meeting.