

To protect the health, safety and welfare of the public, Township Commissioners and Township employees during the COVID-19 pandemic, this meeting will take place entirely via Zoom. Participation is enabled via telephone, smartphone, tablet or personal computer.

Please mute yourself for the duration of the meeting unless you are called upon to comment. Cheltenham Township, believing that public input is appropriate on any items coming before the Commissioners, will recognize any citizen wishing to address a specific item prior to the vote on that issue. There are several ways to comment on an item: 1) raise your hand (to your camera or using the hand raise button); 2) type your comment in the Zoom Comments Box; or 3) dial *9 from your phone, and wait until you are called on.

If you would like to send your comment in advance of the meeting, you may email it to alupino@cheltenham-township.org no later than 24 hours prior to the meeting.

This meeting will be available to 100 participants. If you are unable to participate in the live meeting, the meeting will be recorded and the recording will be posted on the Township's [website](#), [YouTube](#) and [Facebook](#) pages.



BOARD OF COMMISSIONERS' SPECIAL MEETING

Wednesday, September 7, 2022

7:30 p.m. | Via Zoom Web Conference

To Join Zoom Video Meeting:

[Click Here](#)

Dial by your location:

+1 301 715 8592 US (Washington DC)

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Meeting ID: 830 4787 6783, Password: 712723

AGENDA

1. Pledge of Allegiance
2. Sunshine Act Announcement
3. Roll Call
4. Public Comment – Agenda Items
5. Consideration of the Salaried Association Union Contract effective January 1, 2022 to December 31, 2026 (see attached).
6. Old Business
7. New Business
 - a. Approval from the Board authorizing the Township Manager to execute a revised Settlement Agreement with PennDOT, which was just approved at the August 17, 2022 Board of Commissioner Meeting, in order for the Township to receive payment in the amount of \$88,584.00 for the 2021-2022 Winter Services Season (see attached).
8. Citizens' Forum
9. Adjournment

Robert Zienkowski
Township Manager

**CONTRACT AGREEMENT
BETWEEN THE
CHELTENHAM TOWNSHIP
SALARIED EMPLOYEES ASSOCIATION
AND
CHELTENHAM TOWNSHIP**

Issued December 1975

Revised: Jan 1977, Dec 1977

“ Dec 1978, Jan 1980

“ January 1982

“ January 1983

“ January 1984

“ January 1985

“ January 1986

“ March 1987

“ November 1989

“ November 1992

“ September 1996

“ March 1999

“ January 2008

“ June 2009

“ June 2015

“ June 2017

“ August 2022

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Probationary Period

The first twelve (12) months of active employment is on a trial basis. During the twelve-month period, you will have an opportunity to learn firsthand about your job, and your supervisor will be able to judge your ability and efficiency in performing the type of work to which you have been assigned. For all existing employees changing positions there will be a six (6) month probationary period. All newly hired employees are eligible for health, hospitalization, disability and life insurance benefits the first of the month after their hire date. .

Upon successfully completing this probationary period, you are eligible to all the rights and privileges of a regular employee with seniority dating from the day you started work.

All new employees are required to take a loyalty oath in accordance with the laws of the Commonwealth of Pennsylvania.

Payment of Salary

Payday is every other Friday. Your biweekly base pay is determined by dividing your annual base salary by the number of pay periods for that year.

Wage Adjustments

Salary adjustments will be made for salaried employees across the board, as follows, effective January 1, 2023.

January 1, 2023	2%
July 1, 2023	2%
January 1, 2024	2.5%
July 1, 2024	2%
January 1, 2025	2%
July 1, 2025	2%
January 1, 2026	2%
July 1, 2026	2%

For 2022, salary adjustments will be the greater of either the new contract rate, as determined by the pay scale of this contract, or a 2% of the employee’s 2021 salary, effective January 1, 2022 and an additional 2% increase July 1, 2022.

Pay Scale

The salary for each position is based on 37.5 hours per week, which may be made up of worked time or benefit time. Pay for each position will be based on the grade level, which is based on service years of employment at Cheltenham Township and the job category of the position. All positions are non-exempt.

Grade Level	Administrative Level / PSS	Professional Level / EMS	Senior Level
Level 1 (0-3 years - Full Time At Cheltenham)	\$50,000 minimum	\$60,000 Minimum	\$70,000 Minimum
Level 2 (4-6 years - Full time at Cheltenham)	\$55,000 Minimum	\$65,000 Minimum	\$75,000 Minimum
Level 3 (7+ years - Full Time at Cheltenham)	\$60,000 Minimum	\$70,000 Minimum	\$80,000 Minimum

The salary range between the minimum and maximum represents the flexibility that is available for granting individual merit increases within the grade of that job, whether for a market adjustment in pay, expanding the job role, or for recognition of meritorious performance. Recommendations for merit increases are made by the Department Head to the Township Manager, evaluated by Human Resources and ultimately depend on the approval of the Board of Commissioners.

Job Categories

The job categories for each administrative level, professional level, and senior level are as outlined below. For any new positions that may be added that are not defined in this contract, the manager of the position with work with Human Resources to finalize a job description for the position. The stewards will work in conjunction with the Township Manager and the Human Resources Director to evaluate the duties of the approved job description and place the position in an appropriate category.

Administrative	Professional	Senior
Maintenance Assistant	Tax Clerk	Building Inspector
Maintenance	Deputy Emergency Management Coordinator	Assistant Fire Marshal / Codes Enforcement
Code Enforcement Admin Asst	Planner 1	
Permit Clerk	Police Chief's Administrative Assistant	
Public Works Admin Asst	Cody Administrator	
Community Service Officer	Rental Inspector	
Building and Zoning Administrative Assistant	Accounting Clerk II	
Police Records Clerk	Maintenance Specialist	
Police Support Staff	Paramedic	
Parks and Rec Secretary/Assistant		
Accounting Clerk I/Cashier		

Shift Differentials

Police Support Staff will also receive a 6.25% night shift differential as follows for shifts actually worked between 7:00 PM to 7:30 A.M. (dayshift employees who start at 7:00AM are not subject to the differential from 7:00 AM to 7:30AM).

EMS employees to receive 6.25% shift differential for hours actually worked between 6:00 pm to 6:30am (dayshift employees who start at 6:00AM are not subject to the differential from 6:00 AM to 6:30AM).

Annual Performance Reviews

Performance will be judged by the employee's supervisor. The first performance appraisal will be conducted upon completion of the initial twelve (12) months of employment and once a year thereafter at budget time and is due no later than March 1st of that year. It is the standard that every employee receives an Annual Performance Appraisal, which should be the standard across all of the departments with a clear grading system.

To provide for proper annual evaluation of performance on the job:

- (1) Employee's supervisor fills out an *Employee Evaluation Form*;
- (2) The form is reviewed with the next higher level supervisor;
- (3) The supervisor discusses the content with the employee being rated;
- (4) At the Department Head's discretion, the employee may be asked to sign the form; the employee's signature is optional;
- (5) The employee may retain a copy of the Evaluation Form upon request.

Employees who have an overall score of above average and excellent on their Annual Performance Review will be eligible for a monetary incentive to be added to their base salary, as follows:

Above Average (71% - 90%)	\$250
Excellent (91% - 100%)	\$500

Employees who have an overall score of average or less are not eligible for the monetary incentive.

If any employee is not satisfied with his/her evaluation, after discussing it with his/her Department Head and the Human Resources Director, he/she may appeal to the Township Manager.

Promotions and Vacant Positions

It is the policy of the Township to encourage promotions from within whenever qualified employees are available for vacancies that occur. The merit rating and performance reviews are guides in determining eligibility for these promotion opportunities. Readiness for promotion is within your control. Promotions may be made on the merit of your work and on the skills and abilities you have displayed. When two employees are being considered for advancement and everything is equal, the person with the greater seniority will get the promotion.

An employee may seek or be considered for a promotion to another position provided he/she meets at least the minimum requirements. This does not prevent the Township from considering a more qualified employee from the outside.

Present employees are encouraged to acquire additional training to enhance their skills in their assigned duties so as to be qualified for better opportunities when they occur. If these additional skills are not required in the employee's present position, they will not necessarily reflect in salary adjustments.

All salaried job openings shall be posted on bulletin boards in the Township Administration Building, the Police Administration Building, the Public Works Building, and on the Township website.

Longevity

A Longevity Increment shall be added to your salary in the amount of \$400 upon completion of the first five (5) years of continuous service and per the following schedule thereafter:

- Annual increments will be \$120 after five (5) years of service.
- For the 20th year of service, base increment to be \$700
- For the 25th year of service, base increment to be \$800

Work Hours, Overtime and Compensatory Time

The following schedule of normal working hours will apply:

- Staff that work in the Township Administration building:
 - Standard work hours are 8:00 A.M. to 4:30 P.M
 - One (1) hour for lunch, which is unpaid
 - Five (5) days per week – Monday through Friday
 - The workweek starts at 12:01 A.M. on Monday and ends at midnight on Sunday.
- EMS Paramedics/EMTs
 - Work a rotating schedule, which consists of 12.5 hours of either day shift or night shift
 - The work week will start at 6:00 AM on Monday and end at 6:30 AM the following Monday
- Certain employees, such as Police Support Personnel, Community Service Officer, some Parks and Recreation Department personnel, etc., may be required to work shift work or irregular hours in order to follow the work schedule of hourly employees in those departments to which they are assigned.

EMS Paramedics/EMTs will be provided a fixed schedule by December 1st for the entire following year. If the schedule must be changed due to staffing issues, management will give staff 90 days' notice.

Certain conditions may require extra hours from time to time. These circumstances must be approved by their department head in advance of the employee working the additional hours. The employee will earn compensatory time for any hours during the work week beyond their 37.5th hour worked up to their 40th hour worked. For any hours over 40 that are worked during the work week, the employee will earn overtime at the rate of 1.5 times their hourly rate, which is determined by dividing their annual salary by 1,950, which is the number of hours worked per year. However, the employee may elect to earn compensatory time in lieu of overtime at a rate of 1.5 hours per hour worked.

An employee may have a max of fifty (50) compensatory hours.

No more than fifty (50) hours of compensatory time may be accumulated without the prior approval of the Township Manager.

No more than four (4) days of compensatory time may be authorized or granted at any one time without the prior approval of the Township Manager.

In the event an employee separates from employment for any reason and has accrued compensatory time off, compensatory time will be paid to the employee at the time of employment separation at regular rate of pay.

An employee who is so requested by a Department Head, and approved by the Township Manager, to take meeting minutes for a Department other than the one he or she is assigned to, shall be guaranteed a minimum of two (2) hours compensatory time off, or one and one half (1 ½) times the actual hours worked, whichever is greater.

Time and one half will be paid for "Special Assignments" as designated, assigned and approved by the Township Manager that do not fall within the normal scope of the employee's position.

Since it is only fair for every employee to expect a full day's pay for a day's work, it is also fair for the Township to expect employees to begin work when the day begins and to continue work until the workday is ended.

Holidays

All full-time salaried employees are paid 7.5 hours of pay for the following holidays:

New Years Day	Labor Day
Martin Luther King's Birthday	Indigenous People's Day
President's Day	Veterans Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day	Christmas Day

Paid holidays falling on Saturday shall be observed on the preceding Friday and paid holidays falling on Sunday shall be observed on the following Monday.

All holidays for EMS to run concurrent with the holiday, midnight to midnight.

For staff that are required to work on the actual calendar holiday, as opposed to the day the Township observes the holiday, they will be paid at 1.5 times their hourly rate for any hours worked from 12:00 AM until 11:59PM on the actual holiday, with the exception of Thanksgiving and Christmas, which will be paid at two times their hourly rate. Staff that are required to work the holiday will still earn their 7.5 hours of holiday pay in addition to their premium worked pay.

Emergency Personal Days

Up to three (3) Emergency Personal Days, at 7.5 hours per day, may be granted per year, with no accumulation year to year.

Vacations

All full-time employees are entitled to 75 hours of vacation time accrual on the 1st of January each year.

On the 1st of January following an employee's 5th year of service, they will accrue a total of 112.5 hours of vacation time. For each year of service thereafter, they will accrue an additional 7.5 hours of vacation up to a max of 225 hours.

New hires vacation time will be available to use after 30 days of employment, and will be accrued as follows:

Start Date	Vacation Hours
January, February, March	75
April, May, June	52.5
July, August, September	37.5
October	15
November	7.5
December	0

New hires will receive the full 75 hours of vacation on January 1st, following their hire date.

Employees may take a maximum of five (5) single days, unless otherwise approved by their department head. Employees entitled to more than two weeks vacation are expected to arrange their vacation in such a manner as not to deprive the community of their services for periods exceeding two weeks at a time, unless special arrangements are made in advance.

All requests for vacation time shall be filed in writing with the employee's supervisor and must be cleared by the Department Head. Vacations are to be taken within the calendar year and may not be carried over from year to year, except as stated in the following paragraph for EMS &

PSS employees. Supervisors must be given sufficient notice of vacation requests to allow for orderly operation of the department. The Department Head reserves the right to reject a vacation request depending on manpower levels.

Emergency Medical Services (EMS) and Police Support Personnel (PSS) working 12 or 12.5 hours may carry over a maximum of 10 Hours of Holiday to the subsequent calendar year. The carried over hours are to be used by March 31st of the subsequent year.

Perfect Attendance

An employee will be awarded one (1) day (7.5 hours) off for every six (6) consecutive months of perfect attendance in which an employee does not utilize a sick day, workers compensation, FMLA or Short Term Disability. During each six (6) month period, one (1) Emergency Personal Day can be utilized without affecting perfect attendance. Use of vacation and bereavement days are separate from this calculation.

A Perfect Attendance Day must be taken within six (6) months of the date earned, with the day off to be approved by the Department Head. Perfect Attendance Day(s) cannot be banked with accrued sick time.

Police Support Staff working 12-hour shifts will receive 12 hours off for every six (6) consecutive months of perfect attendance in which the employee does not utilize a sick day.

EMS employees working 12.5-hour shifts will receive 12.5 hours off, as referenced above.

Leaves of Absence

Sick Leave

All full-time employees are entitled to (105) hours equivalent to (14) days sick leave, at 7.5 hours per day, after the first full year of employment and an additional 14 days each January 1st thereafter. Any unused sick leave may be accumulated to a maximum of 222 days. Employees may use sick leave in hours, as opposed to full days, when appropriate. Employees may not be paid sick leave if they are earning pay another way, such as working at another job.

New hires sick leave will be available to use after 30 days of employment, and will be accrued as follows:

Start Date	Sick Hours
January, February, March	105
April, May, June	75
July, August, September	52.5
October	30
November	15
December	0

New hires will receive the full 105 hours of sick leave on January 1st, following their hire date.

FMLA

The Township agrees not to force an employee to use any of their vacation days when they are out on an approved leave of absence for FMLA. FMLA will run concurrent with Worker's Compensation and Short Term Disability.

In addition, any employee who retires under the Salaried Pension Plan (normal or early) or becomes permanently disabled by Social Security standards will receive paid compensation equal to 25% of his/her accumulated sick leave earned to the date of his/her retirement or disability. This is not to exceed 25% of the maximum allowable accumulation (1,665 hours) at the then current base salary rate per day at the time of the employee's retirement or disability.

Upon presentation of satisfactory evidence of illness or off-duty injury of such nature or severity as to make an employee unable to perform his/her duties, paid time off for earned sick days will be granted at his/her regular rate of pay. The Township may require a suitable statement from a qualified physician if absence is considered to be abused.

Employees unable to report for work at their regular time shall report such fact to their superior in advance, if possible, and promptly in any case. Failure to do so may be cause for losing sick leave benefits for the period of illness.

Short-Term Disability

All full time regular salaried employees actively at work at least 37.5 hours each week; are eligible for STD on the first of the month following 90 days of employment.

The plan pays 66-2/3% of weekly base pay, subject to overall maximum benefit of \$1,100 per week for a maximum period of twenty-six (26) weeks.

For Disabilities caused by a non-work related accidental injury there is no elimination period; benefits will be effective immediately.

For Disabilities caused by physical disease, pregnancy or mental disorder there is a seven day elimination period; benefits will be effective on the eighth day. Employees may use sick time during this period. This plan also runs concurrently with the Family Medical Leave Act.

You and your physician must complete an insurance form provided by the Human Resources Office.

Voluntary Long-Term Disability Plan

The Township created this program in recognition of the fact that should an employee become disabled and exhaust all his/her short term disability, he/she would be forced to separate from the Township without any supporting income.

This program, through voluntary payroll deductions, allows an employee to purchase long-term disability coverage through the Township at a reasonable group rate. Employees interested in participating in this program are asked to confer with the Human Resources Coordinator who will provide information about the plan as well as the required enrollment forms. Said coverage takes effect after the 26 weeks of STD is exhausted.

Bereavement Leave

Employees will be paid bereavement leave as follows:

- Five (5) days for the death of a spouse or child
- Three (3) days for the death of a sibling, parent, grandparent, mother in law, father in law, sibling in law, or grandchild
- One (1) day for the death of a cousin, aunt, uncle, close friend or co-worker.

The Township may request proof of the death and/or funeral attendance in order to be paid bereavement pay. The employee's department head may approve bereavement days being split in

order to accommodate a special circumstance following a death. This is subject to the department head's approval.

Jury Duty

Employees called for jury duty will continue to receive their normal pay when serving. The employee must endorse the court payment over to the Township.

For those employees scheduled to work at night, the jury duty should take the place of the night shift (drop back for the jury duty).

Subpoenas

The Township shall have no responsibility to pay Association members for off duty subpoenas.

Military Leave

Employees participating in the reserve forces of the Armed Services will be granted up to fifteen (15) days of annual leave with pay for any scheduled work days that they are on mandatory military orders and are unable to report to their regularly scheduled work. The employee must submit a copy of his/her orders.

Insurance Benefits

(Basic highlights of each plan only. Consult the Human Resources Office for additional information or to review the Master Plans).

General Medical Insurance

All full-time employees are eligible to participate in the Township medical insurance program, effective the 1st of the month following their start date. As of January 1, 2022 all new hires may only choose the EPO (Exclusive Provider Organization) Plan, which includes the following coverage at a cost of 2.5% of the employee's base pay:

- \$15 Primary co-pay
- \$25 Specialty co-pays
- \$10 Generic / \$25 Brand / \$40 non-formulary Prescription Retail co-pay
(up to a 34 day supply)
- \$20 Generic / \$50 Brand / \$80 non-formulary Prescription Mail Order co-pay
(up to a 100 day supply)
- SEE APPENDIX "A" FOR "Benefits at a Glance"

Some employees may be grandfathered into the PPO (Preferred Provider Organization) plan. Current employees who are not enrolled in this plan and new hires are not eligible to enroll in this plan at any time. The PPO plan includes the following coverage at a cost of 4.0% of the employee's base pay.

- \$15 Primary co-pay

\$25 Specialty co-pays
\$10 Generic / \$25 Brand / \$40 non-formulary Prescription Retail co-pay
(up to a 34 day supply)
\$20 Generic / \$50 Brand / \$80 non-formulary Prescription Mail Order co-pay
(up to a 100 day supply)
SEE APPENDIX “B” for “Benefits at a Glance”

In addition to these choices, all full time employees also qualify for dental, vision, and prescription drug coverage.

Spouses and dependents of eligible full-time employees, as defined by the various master plans, are eligible for these same medical benefits. The Township retains the right to change the carrier of its various insurance plans provided the coverage under substitute plans remains unchanged.

When there is a married couple that are both employees of the Township, the Township will provide health insurance benefits for both employees and any eligible dependents under the coverage of one employee only. The determination of which employee will be at the discretion of the employees. Upon removal of the subscribing employee from the Township’s health insurance rolls, the employee covered as a dependent will be eligible to elect coverage without being subject to any pre-existing condition exclusion.

The Township and Union mutually agree to maintain the status quo in effect as of January 1, 2022 for health insurance plans and cost sharing through December 31, 2023 and further agree to re-open this Collective Bargaining Agreement as of January 1, 2023 for the sole purpose of negotiating a change in health insurance cost sharing to become effective on January 1, 2024, subject to mutual agreement by the Township and the Union.

Opting Out

Any employee opting out of the Township’s Health Insurance Plan will be paid \$6,000 annually subject to taxes, to be paid at year’s end. The employee must show proof of other coverage. Exception, if the employee is covered by his/her spouse who is also a township employee, there will be no annual reimbursement for opting out.

Dental Insurance

All employees and eligible dependents are eligible for dental coverage. The maximum benefit per person per calendar year is \$1,500.

The coinsurance factors under the Township’s dental program are as follows:

Class A Expenses:	100%
Class B Expenses:	50%

Vision Insurance

All employees and eligible dependents are eligible for vision coverage. The plan provides maximum benefits of \$75 per year per covered person for vision examination expenses and a maximum benefit of \$125 every two (2) years for one pair of glasses, permanent contact lenses or prescription sunglasses. Employees may purchase more than one disposable lens up to a maximum benefit of \$250 per every two (2) years.

Line of Duty Death/Survivor Benefits

In the case that an employee, who is covered by this agreement, dies while performing in any capacity of their paid work with the Township, the employee's surviving spouse and dependents who were covered by the Township's health insurance at the time of the employee's death benefits will continue to be fully covered by the health benefits. The coverage for the spouse will continue until as a lifetime benefit and the coverage for any dependents will continue until those dependents reach the age of 26. The costs of those benefits will be covered by the Township.

The surviving spouse or estate will receive the monies for all of the employee's accumulated sick leave, vacation, and compensatory time at the employee's hourly rate at the time of death.

Retiree Insurance

All employees who retire under the Salaried Pension Plan (normal, early or disability) subsequent to January 1, 1987, who were hired prior to December 31, 2014 and have a minimum of ten (10) years of service with the Township, will automatically be enrolled in the current HMO plan at the time of retirement, at the Township's cost. Said plan to include general medical, dental, vision and prescription drug coverage. Coverage will include employee, existing spouse at time of retirement and eligible dependents.

Employees hired after December 31, 2014 will have no post-retirement healthcare.

-New hires and all employees with less than 5 years of service as of 12/31/2008 will contribute 7% if the premium annually.

As of January 1, 2023 any salaried employee who qualified for post-retirement benefits (hired prior to December 31, 2013 and meets age and service retirement requirements) shall only be entitled to post-retirement benefits up to when the employee qualifies for Medicare, after which the employee will be only entitled to prescription coverage.

As of January 1, 2023 any salaried employee hired prior to December 31, 2013 who retires and meets the requirements for post-retirement healthcare benefits shall receive the same contracted healthcare benefits provided to the current salaried employees throughout their retirement years. Whenever and whatever changes are made to the active salaried healthcare plans through future contract negotiations those same changes will apply to all plan design and benefit changes, deductibles, co-pays and contributions, up to the time which the retiree qualifies for Medicare.

In the event the retired employee obtains other employment where similar benefits are provided, the Township coverage shall cease.

Workers' Compensation

All Township employees are covered from their first day of employment by Workers' Compensation. This plan is distinct from the Township's other medical insurance programs and covers those employees who sustain job-related injury while on Township duty. Workers' Compensation provides for hospital and medical services. Benefits that injured workers receive vary according to the type of injury, whether it is a partial or total disability and whether it develops into a permanent disability or is only temporary.

The Township has instituted a panel of physicians. Employees must immediately report any job-related injury or illness to their Department Supervisor, or no later than within twenty-four (24) hours of the occurrence. The supervisor will take all necessary action to assure that the

employee receives emergency medical attention. The supervisor will also fill out the proper insurance forms. The employee must submit to all examinations requested by either the insurance carrier or the Township.

Workers' Compensation also provides for burial expenses not to exceed \$3,000 and for limited payments to widows and children.

If the injury or illness requires medical attention, the first ninety (90) days of treatment must be from a care provider chosen from the Township's panel of certified workers' compensation practitioners. Should medical treatment be necessary after the first thirty (90) calendar days following the injury, an employee may opt to do one of the following:

- (1) Continue treatment with the physician chose from the Township panel;
- (2) Ask to be treated by a network physician;
- (3) Elect to be treated with the physician of his/her choice.

If option (3) is chosen, the Human Resources Office must be notified within five (5) days of the employee's first visit.

For any employees who are incapacitated from work due to a work sustained injury or illness, as deemed by the Worker's Compensation carrier, their base salary will be continued until they are either able to return to work or there is a determination that the employee cannot return to full duty.

Life Insurance

Life insurance coverage for each employee shall be equal to 1.5 times the gross base salary rounded off to the nearest thousand dollars with additional accidental death and dismemberment provisions which, in the event of the accidental loss of life, would double the amount of life insurance received. This insurance reduces to one-half (1/2) of the gross yearly salary rounded off to the nearest thousand dollars at age 70. At the time of retirement, and if you are in the Township Pension Plan, death benefit reduces to \$1,000 for life.

The Township also offers a voluntary contributory life insurance program. This program is voluntary in that the employee pays for these additional premiums through weekly payroll deductions. The amount of the deduction depends on the employee's current age and the amount of additional insurance he/she selects. The employee also has the option of purchasing additional whole life insurance for his/her spouse and dependents. Any interested employee is asked to confer with the Human Resources coordinator who will provide additional information about the programs as well as the required enrollment form.

Pension Plan **Non-Uniformed Salaried Personnel**

All new employees are required to join the pension plan on their date of employment, provided they are hired prior to age 65. Listed below are some of the major components of the pension plan.

- 100% pension vesting after five (5) years of credited service.

- Employees will contribute 5% of their gross annual wages earned towards their pension as of January 1, 2015.
- Employee pension contributions will be made with pre-tax wage dollars.
- The normal retirement date shall be the first day of the month coinciding with or following the 65th birthday.
- For employees hired before December 31, 2016, the pension calculation shall be based strictly on the last 36 months of earned wages plus longevity. For employees hired after December 31, 2016 the calculation shall be based strictly on the last 36 months of earned wages.
- Benefits shall be two percent (2%) of the average earnings times years of service for employees hired prior to December 31, 2014. Benefits shall be one and a half percent (1.5%) of the average earnings times years of service for employees hired after December 31, 2014.
- Normal retirement: Age of 65 shall be reduced one (1) year of service in excess of 20 years, to no lower than age 55 for employees hired prior to December 31, 2014. Age of 65 shall be reduced one (1) year of service in excess of 20 years, to no lower than age 60 for employees hired after December 31, 2014.
- Employee contributions will be waived only when state monies provide the necessary funding to actuarially maintain the pension plan.
- Social security payments to which an employee is entitled will be in addition to his/her retirement income.
- The maximum pension payout benefit shall be capped at 100% of salary.

DROP Program

DROP Program for EMS full-time Paramedics, 3 year program upon retirement eligibility. To be worded the same as the police contract.

Individual Retirement Account

If you are currently a participant in this plan, you have been grandfathered in. This plan is not accepting any new enrollments.

Deferred Compensation Plan

For employees who find it advantageous, a Deferred Compensation Plan is available. The utilization of such a plan should be done so with the advice of any attorney and/or accountant. Full information as to the Township's plan is available in the Department of Fiscal Affairs.

Tax Withholding

The Township will withhold employment taxes from employees pay in accordance with local, state, and federal laws.

Employee Records – Notice of Change

Cooperation with the Human Resources Office is necessary if records are to be accurately maintained and up-to-date.

- Name
- Address
- Telephone number
- Person to notify in case of an emergency
- Marital status
- Number of dependents
- Beneficiary of Group Life Insurance
- Beneficiary of Pension Plan

Communications

The following are the informal and formal procedures for handling personnel concerns:

Informal Procedure:

Should any difference arise between the employee and the Township, the employee has the option of first meeting informally with the Human Resource Director in an earnest and informal effort to settle such concern, dispute, disagreement or misunderstanding.

From time to time, as necessary, the Human Resources Director will meet with representative of the Salaried Association to discuss any concerns or differences a member may have. The meeting's purpose will be to afford the members an opportunity to present or discuss any problems or concerns in lieu of the Grievance Procedure.

Formal Grievance Procedure:

Should the employee opt to follow the formal grievance procedure, he/she must adhere to the following steps:

- 1) **Immediate Supervisor:** The employee shall orally explain his/her grievance to his/her immediate supervisor in an attempt to resolve the matter informally.
- 2) **Department Head:** If the grievance is not resolved in the first step, the employee shall send a written statement of his/her grievance to his/her Department Head. The Department head receiving the written grievance shall meet with the employee and other appropriate persons in a good faith effort to resolve the matter. The Department Head shall give the employee a written decision within five (5) days following the meeting.
- 3) **Township Manager:** In the event that no satisfactory solution is reached at the second step, the employee may appeal his/her grievance to the Township Manager. Such appeal must be made within seven (7) days after the rendering of the decision as a result of the second stop or after the decision at the second step

should have been made. The employee shall make a written statement of his/her grievance and why the pending decisions are not acceptable to the employee. The Department Head will also submit a written statement of the problem and why the preceding decisions were made. The Township Manager will then study the problem and return a decision to the Department Head and employee within ten (10) days of its presentation.

- 4) Civil Service Commission: In the event that no satisfactory solution is reached in the third step, the employee may appeal his/her grievance to the Civil Service Commission. Said appeal must be made within ten (10) days after the rendering of the decision as a result of the third step. The hearing before the Civil Service Commission shall be in accordance with Chapter 44 of the Code of the Township of Cheltenham.

The provision for an appeal to the Civil Service Commission shall not be applied to those employees who have been provided the right to an equivalent hearing under a collective bargaining agreement, in which case the provisions of the collective bargaining agreement shall prevail.

- 5) AAA Arbitration: In the event that no satisfactory solution is reached in the fourth step, either party may appeal any grievance decision of the Civil Service Commission to AAA Arbitration. The parties shall split the cost of any arbitration fees. Discipline up to and including discharge shall be for just cause and subject to all steps of the grievance procedure.

Discipline

Employee' rights regarding appeal procedures from discipline and their right of hearing before the Civil Service Commission shall be in accordance with Chapter 44 of the Code of the Township of Cheltenham.

Township Rules and Regulations

Termination of Services

An employee's service with the Township may be terminated for any of the following reasons:

- a) Voluntary resignation
- b) Normal retirement or permanent disability
- c) Discharged*
- d) Unauthorized absence for a period of three or more working days*
- e) Laid off for a continuous period in excess of six months*
- f) Failure to return to work at the expiration of an unauthorized leave of absence*

*=Under items C, D, E and F, there will be no discharge effected without discussion between the employee and Department Head.

Unauthorized Absences

An employee who is absent for any reason is required to notify his/her supervisor or the Human Resources Office prior to 9 A.M. Any absences for three (3) days or more will require a doctor's note.

Lateness

All employees are expected to report to work on time. Frequent lateness will not be excused but will not result in suspension or termination without one (1) advance warning. Suspension shall be designated in hours or days.

Residency Requirement

There are no residency requirements.

CSO & EMS Uniforms

The Township will provide the Community Service Officer (CSO) an annual clothing allowance of \$300 to include purchase of short sleeve shirts, long sleeve shirts, pants, jacket & boots.

The Township will provide EMS Paramedics/EMTs with appropriate uniforms as deemed necessary. In addition, they will be entitled to an allowance of \$150 for uniform boots.

Emergency Medical Services (EMS) Training

The Township will pay for the hours necessary for mandatory recertification programs for Emergency Medical Technicians and Paramedics as approved by the EMS Director. EMS Director can approve or deny requests for additional training that is deemed job related but not mandatory.

Additional Policies and Procedures

The Township agrees to create policies for the following within 1 year of the execution of this contract:

- Drug and Alcohol Policy
- Computer Usage and Privacy Policy
- Usage of Township Vehicle Policy

* * * * *

If you have any questions concerning any specific item, interpretation, etc., please feel free to contact your supervisor or the Human Resources Office.

EFFECTIVE DATE: _____
(PennDOT will insert)

AGREEMENT NO.: 3900039894
FEDERAL I.D. NO: 236004587
SAP VENDOR NO.:139206

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Cheltenham Township, with its principal office located at 8230 Old York Road, Elkins Park, Cheltenham Township, Montgomery County, Pennsylvania (“Vendor”) and the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Transportation, with its principal office located at 400 North Street, Harrisburg, Pennsylvania, (“Agency”).

BACKGROUND

The Commonwealth and Vendor have a Winter Traffic Services 5 – Year Agreement, Number 3900038914, that was executed on December 4, 2019. According to the Agreement with the Vendor, The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for services contracted for in this Agreement, the total sum of the rate established for each particular season, as set forth on Exhibit ‘A,’ payable **on or before November 15th**, for each successive Winter Season through the termination of the Agreement.” (Emphasis added.) Contract Exhibit “A” Revised July 1, 2021 states that the total cost is \$88,584.00. November 15, 2021 passed, and the 2021-2022 season remains unpaid.

The Agency desires to resolve these issues with the Vendor.

The parties, intending to be legally bound, agree as follows:

1. Payment. Upon full execution of this Agreement, the Agency shall pay to the Vendor the sum of **\$88,584.00**, in full settlement and satisfaction of all claims that the Vendor had, now has, or will have arising out of the **services** the Vendor provided to the Agency for the 2021-2022 winter season and the expenses related to the **services**, as reflected on the invoice, attached hereto as Exhibit A.
2. Release. In consideration of the payment referenced above, the Vendor fully releases the Agency, its agents, representatives, employees, successors, and assigns from all rights, claims, suits, demands, and actions that the Vendor and its successors have or may have arising from the **services** referenced in Exhibit A.
3. Indemnification Provision. **The Vendor shall indemnify the Commonwealth against any and all claims, demands, and actions based**

upon or arising out of the performance by the Vendor or by any person or entity acting on its behalf of any of the services performed by the Vendor as described in Exhibit A. The Vendor shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

4. Offset. The Commonwealth may set off the amount of any state tax liability or other obligation of the Vendor or its subsidiaries to the Commonwealth against the payment due to the Vendor under this Agreement.
5. Audit. This Agreement is subject to audit by Commonwealth agencies, their designated representatives, or both. The Vendor shall maintain records that support the charges claimed and paid to it pursuant to this Agreement. The Vendor shall preserve books, documents, and records sufficient to justify the charges billed to the Agency for a period of three years after the date of this Agreement. The Vendor shall give full and free access to such records to the Commonwealth or its designees at mutually agreed upon times and locations.
6. Automated Clearing House Provision. PennDOT will make payment to the Vendor through the Automated Clearing House (“ACH”) Network. Within 10 days of the execution of this Agreement, the Vendor must submit or must have already submitted its ACH information to the Commonwealth’s Master Database. The Vendor will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>. It is the responsibility of the Vendor to ensure that the ACH information contained in the Commonwealth’s Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payment.
7. Representations and Warranties. The parties represent and warrant that the execution and delivery of this Agreement will not result in any breach or constitute a default or require consent under any agreement or instrument to which either is a party or by which either’s property is bound and that this Agreement, when duly executed and delivered, will constitute the legally binding obligation of each such party, enforceable against such party, its heirs, representatives, successors and assigns in accordance with its respective terms, subject to all applicable provisions of law.
8. Ongoing Responsibility. The Vendor acknowledges its ongoing responsibility to be knowledgeable of the Commonwealth Procurement Code, 62 Pa. C. S §§ 101—4604, which requires a fully executed and approved contract between a contractor and the Commonwealth before a

contractor can be paid for services supplied. The Vendor expressly waives payment for future work performed for the Agency without a fully executed and approved contract.

9. **Independent Contractor. No employment, agency, or partnership relationship existed between the parties during the dates in which the services were provided.**
10. Voluntary Execution. The Vendor has voluntarily executed this Agreement and had the opportunity to consult with counsel.
11. Applicable Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws provisions and the decisions of the Pennsylvania courts. The Vendor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal court in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Any such court shall have in personam jurisdiction over the Vendor, and the Vendor consents to service of process in any manner authorized by Pennsylvania or federal law.
12. Effective Date. This Agreement shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature (“Effective Date”). This Agreement is not binding in any way on the Commonwealth or the Agency until it has been fully executed, as prescribed in the preceding sentence, and sent to the Vendor.
13. No Admission. Nothing contained in this Agreement shall be construed as an admission of liability by either party.
14. Integration. When fully executed by the parties and delivered to the Vendor, this Agreement shall be the final, complete, and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement, unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement, except as expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS.]

The parties, through their authorized representative, have signed this Agreement below.

Cheltenham Township

**Commonwealth of Pennsylvania
Department of Transportation**

Attest:

Signature

Signature

Name Date

Name Date

Title

Title

SAP Vendor No. _____

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel Date

Deputy General Counsel Date

Deputy Attorney General Date

Comptroller Date

Funds Commitment Number: _____

18-016

EXHIBIT A