

RESOLUTION 17-07

A RESOLUTION OF WASHINGTON TOWNSHIP MUNICIPAL AUTHORITY,
WASHINGTON TOWNSHIP, FRANKLIN COUNTY, PENNSYLVANIA ESTABLISHING
POLICIES AND EMPLOYEE BENEFITS.

I. Insurance Coverages

Each of the following insurance coverages are provided to all full-time employees. Here, and throughout this Resolution, full time employment refers to an employee who is regularly scheduled for twenty (20) or more hours per week.

A. Hospitalization, Health Insurance & Major Medical Coverage

1. Coverage is provided to each full-time employee, spouse, and their children.
2. Coverage begins on the 1st day of the following month in which the employee was hired.
3. Coverage details are explained in materials from the insurance provider.
4. Coverage terminates on the last day of the month in which the employee's employment is terminated with the Authority.
5. Effective November 1, 2016, all employees will be required to pay seven and one-half percent (7.5%) of the annual premium of their health plan. All contributions shall be 'pre-tax' dollars and shall be made on a pro-rated basis, weekly.
6. Retirees or widowed spouses may continue coverage in the plan at their cost.
7. Employees may 'opt out' of insurance coverage, providing they have coverage through another provider. Employees must provide proof of insurance coverage and may elect to receive a payout of twenty-five percent (25%) of the annual premium the Authority would have paid. Payments shall be made on a pro-rated basis, weekly, and shall be considered taxable income.

B. Life Insurance and Accidental Death & Dismemberment Insurance

1. Coverage begins ninety (90) days after the date hired.
2. Coverage equals the employee's base salary or twenty thousand dollars (\$20,000) whichever is greater. Accidental Death & Dismemberment starts at this amount and decreases depending on the type of dismemberment.
3. Coverage details are explained in materials from the insurance provider.
4. Coverage terminates on the employee's termination date with the Authority.

C. Short Term Disability Insurance

1. Coverage begins ninety (90) days after the date hired.
2. Coverage is as per the carrier's benefits.
3. Coverage is established on the first day of the disability if due to an injury or the eighth day of continuous disability if due to sickness.
4. Coverage terminates on the employee's termination date with the Authority.

D. Dental, Eye Care, Medical & Prescription Drug Program

1. Provided as a self-insured plan administered by the Authority. No outside insurance carriers are involved.

2. Coverage is provided to each full-time employee, spouse, and their children.
3. Limits of Coverage
 - a. The Authority will provide an annual contribution of eight hundred dollars (\$800.00) for each fiscal year for each eligible employee. (Fiscal year is November 1 thru October 31.)
 - b. Funding not used in any fiscal year may be accumulated from year to year up to a maximum of three thousand six hundred dollars (\$3,600.00).
4. Eligible Items Covered
 - a. Dental - The Authority will reimburse the employee one hundred percent (100%) of the cost for all dental services customarily completed in a dentist's office up to the maximum amount of funding in the employee's fund. The dental services covered also include all of the following: oral surgery, prosthetics, crowns, inlays, and outlays for tooth restoration and replacements, periodontics, and orthodontics.
 - b. Eye Care - The Authority will reimburse the employee one hundred percent (100%) of the cost for all eye care services and equipment that is customarily provided in an ophthalmologist's, optometrist's, or optical company's office up to the maximum amount of funding in the employee's fund. Coverage is provided for eye glasses, eye glass cases, eye glass repairs, contact lenses, other lenses, surgical procedures, examinations, and testing.
 - c. Medical - The Authority will reimburse the employee one hundred percent (100%) of the cost for all office visits to a physician up to the maximum amount of funding in the employee's fund.
 - d. Prescription Drugs - The Authority will reimburse the employee one hundred percent (100%) of the cost for prescription drugs up to the maximum amount of funding in the employee's fund.
5. The Authority program is set up on a reimbursement basis.
 - a. Each eligible participant pays for the services rendered and obtains an invoice showing the date, services rendered and the amount paid by the employee.
 - b. This plan is secondary to all other insurance coverages and shall be used only for the portion of the expense(s) not covered by the primary insurance company. Consequently, if an employee or dependent is covered by another plan, all invoices shall first be submitted to the other insurance provider (Primary) for payment. Then, the remainder of the invoice will be paid by the Authority up to the maximum amount of funding in the employee's fund.
 - c. Each participant must submit the paid invoice along with any other pertinent documentation showing the invoice has been submitted to the primary insurance company (medical, prescription drugs, eye and dental) to the Authority for reimbursement. A reimbursement check will then be issued by the Authority up to the maximum amount of funding in the employee's fund.
 - d. Reimbursement shall be limited to current invoices only. Services provided before November 1 of each year shall be reimbursed from unexpended

funds available at that time and may not be submitted for reimbursement the following fiscal year (after November 1).

6. Termination of Benefits

- a. Benefits will terminate on the date employment terminates with the Authority.
- b. All unused funding in the terminated employee's fund shall be returned to the Authority's General Fund.

7. Reinstatement of Benefits

If an individual returns to employment with the Authority within six (6) months of terminating employment with the Authority, their prior balance of benefits will be reinstated to their account.

8. New Employees

- a. Coverage will begin on the first day of the next month following a period of ninety (90) days of continuous service from their date of employment.
- b. At the end of the ninety (90) day period, new employees will be eligible for one twelfth (1/12) of the annual contribution for that fiscal year on the first day of each month until the following November 1. On November 1 of the following year, the annual contribution will be assigned to the new employee's account.
- c. If an employee terminates employment during the first year and has been reimbursed funds greater than the amount earned, the employee shall repay the Authority for all reimbursement in excess of the earned amount.

E. Workers' Compensation, Social Security, & Unemployment Compensation

- 1. Provided by the Authority as prescribed by law.

II. Time Off

A. Holidays

- 1. The following 10 days are provided to each full-time employee as paid holidays.

New Years Day	Labor Day
Presidents Day	Thanksgiving Day & Friday After
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

Holiday pay shall occur on the actual day of the holiday except on Memorial Day and Labor Day, which shall be on the day designated as a National holiday. In the event any of the specified holidays falls on a Saturday, then the holiday will be celebrated on Friday. A holiday that falls on Sunday will be celebrated on Monday.

- 2. Holiday pay is paid at the employee's regularly scheduled number of daily hours. In order to qualify for holiday pay, employees must work a full scheduled day before the holiday and a full scheduled day following the holiday unless the employee is on vacation or an approved leave. In case of illness the

employee shall furnish the Authority with acceptable medical evidence of illness.

B. Vacation

Each full-time employee shall accrue paid vacation according to the following schedule. All vacation days shall be based on the employee's regularly scheduled number of daily hours.

1. Vacation Schedule

- a. Before one (1) full year of service, zero (0) days.
 - b. On the 365th day of employment, the employee shall receive the first year's vacation time of ten (10) days.
 - c. From the beginning of the employee's second full year of employment through the end of the fifth full year of employment: ten (10) days per year. The time shall be pro-rated and awarded on a weekly on an accrual basis, as it is earned.
 - d. From the beginning of the employee's sixth full year of employment: fifteen (15) days per year. The time shall be pro-rated and awarded weekly on an accrual basis, as it is earned.
 - e. From the beginning of the employee's sixteenth full year of employment: twenty (20) days per year. The time shall be pro-rated and awarded weekly on an accrual basis, as it is earned.
2. For part-time employees, vacation days shall accrue, and be compensated at, the employee's regularly scheduled daily number of hours.
 3. Vacation dates must be requested in advance on the Authority's written form and must be approved by their department head or the Authority's Manager. Requests shall be approved on a first-come, first-served basis. Vacation time shall be allowed in one half or full day increments to accommodate employees, based on the employee's regularly scheduled number of daily hours. Personal hours are provided for time increments less than four (4) hours.
 4. Employees may elect to receive compensation in lieu of time off for vacation. Compensation, as a result of this option, shall be at straight time and shall not exceed 80 hours in any calendar year. Payments shall be made the payday immediately prior to Christmas each year.
 5. Employees may carry vacation time over to the next year of service. A maximum of thirty (30) vacation days may be carried over in any one (1) year period.
 6. Termination Pay - When an employee's employment is terminated for any reason, including but not limited to retirement, or is discharged by the Authority for any reason, he/she must be paid in full for all wages owed to them by the Authority, including earned vacation pay, any and all accrued vacation time, and any other entitlements due him/her within ten (10) days of the termination or discharge. Employees shall first turn in all Authority owned equipment, cellular phone, keys, identification badge, and uniforms.
 7. The Authority shall offer an employee payment for earned and/or accrued vacation pay at the time any employee is laid off.

C. Sick Leave

1. Each full-time employee shall be granted sick leave upon presentation of satisfactory evidence of illness or off-duty injury of such nature and severity as to make such employee unable to satisfactorily perform his/her duties. Nine (9) days of sick leave shall be provided to each employee per year,. Sick leave not used in any calendar year may be accumulated from year to year. There shall be no maximum accumulation of sick leave.
2. Sick leave shall accrue, and be compensated at, the employee's regularly scheduled number of daily hours.
3. Sick leave may be taken in smaller increments, but not less than 15 minutes, with the employee's Superintendent or the Manager's approval.
4. Employees who are sick must report the illness in some manner to the Authority to be eligible for sick pay. In the event of illness of three (3) or more days' duration, an employee must present a doctor's excuse or statement to be entitled to sick leave pay.
5. Sick leave shall be accumulated annually each January 1st at the rate of nine (9) days per year
6. New employees shall accumulate sick leave at the rate of nine (9) days per year after completion of sixty (60) days of service, until the next January 1st when they shall accumulate sick leave annually as per Article C.5. above.
7. Any sick leave time used but not earned as a result of an employee's termination of employment with the Authority shall be reimbursed to the Authority by the employee. All unused sick leave shall be deemed to be forfeited by the employee after termination.

D. Personal Time

1. Each full-time employee shall be provided three (3) days worth of personal time per calendar year, credited on January 1st each year. Personal time may be taken in small increments, but not less than six (6) minutes.
2. The total number of hours of personal time shall be based on the employee's regularly scheduled number of daily hours.
3. Newly hired employees are entitled to pro-rated personal time from the end of thirty (30) days of employment to January 1st of the succeeding year.
4. Employees must either use their personal time by December 31st of a given year or forfeit it. There is no carryover of personal time from one year to the next permitted. All unused personal time shall be deemed to be forfeited by the employee after termination.

E. Bereavement Leave

1. Each full-time employee shall be granted bereavement leave with pay following the death of family members as listed below. Valid proof of death and relationship is required for all bereavement leave requested.
 - a. A maximum of three (3) work days following the occurrence of a death in an employee's immediate family: husband, wife, child, mother, father, sibling, grandparent, mother-in-law, father-in-law, stepchild, stepparent,

stepbrother, or stepsister provided leave of absence is taken within thirty (30) days of the date of death.

- b. One (1) day to attend funeral services for a brother-in-law, sister-in-law, and grandchild only if the service occurs on a day that the employee would normally work.

F. Military Leave

The Authority and the employee shall comply with applicable federal and state requirements. Pay shall be limited to ten (10) days in any year and shall be limited to the employee's base pay less any compensation received for military service.

G. Jury Duty

Any employee called for jury duty or any employee subpoenaed as a witness in a case related to his/her employment with the Authority shall be granted leave with base pay less any compensation received for serving on jury duty or for being a witness in a case related to his/her employment with the Authority.

III. Pension Plan

A. Authority Contributions

1. The contribution rate for each eligible employee shall be calculated at seven and one half percent (7.5%) of the employee's base salary for hours worked, not including overtime.
2. Contributions will be paid to the plan in monthly increments.
3. Each eligible employee is entitled to receive up to one percent (1%) in matching pension funds. The matching pension funds require that each employee provide documentation of up to one percent (1%) of their base salary deposited into an Individual Retirement Account (IRA) by the end of the fiscal year, currently October 31st. The Authority will issue a check to the employee in which the gross amount is equal to the amount deposited (up to the one percent limit). This check will be considered 'pay' and/or 'compensation' within the meaning of the Internal Revenue Code for purposes of reporting and shall be subject to and susceptible to any and all appropriate State, Federal and Local taxes and withholdings, but shall not be considered pay for the purposes of salary increases. New employees shall be eligible for a prorated share based upon their date of enrollment in the plan and actual hours worked for that fiscal year.
4. The Authority will pay the fee charged by the custodian selected for the SEP plan, currently Capital Bank and Trust Company, to set up an American Funds Traditional IRA within the SEP Plan for each eligible employee, or, in the event a change in custodian is required or is chosen, then it will pay any setup fee required by the custodian subsequently selected to maintain the SEP accounts of the eligible employees.

B. Simplified Employee Pension (SEP)

1. The Authority has adopted a Simplified Employee Pension (SEP) as governed by Section 408K of the Internal Revenue Service Code.
2. The Authority is the Plan Administrator for the SEP plan.
3. American Funds shall be the investment provider for all employees with SEP plan accounts.
4. Ferrara Kampstra shall serve as the Third-Party Administrator for the SEP plan and will be available as an Investment Advisor for all eligible employees..
5. Eligibility Requirements
 - a. The employee must be twenty one (21) years old.
 - b. Temporary employees are not eligible for this plan except as may be required by law. Temporary employees are defined as persons hired for a stated term of employment.
 - c. Employees shall be eligible to participate on the first day following the completion of ninety (90) days service.
6. Refer to Resolution 13-7, Enclosure #1, for details of the Simplified Employee Pension (SEP) plan – Individual Retirement Accounts Contribution Agreement.

IV. Additional Provisions

A. Overtime Compensation

1. Hourly employees shall receive overtime pay at one and a half (1.5) times their hourly rate for all hours worked in excess of forty (40) hours each week and eight (8) hours per day. Overtime shall be paid on the payday of the week following the week that the overtime was worked.
2. Salaried employees shall be paid straight time for all overtime worked except for on designated holidays which shall be paid at one and a half (1.5) times their hourly rate.
3. Scheduled and non-scheduled work occurring on holidays shall be at one and a half (1.5) times the hourly rate, in addition to holiday pay.
 - a. Holiday pay shall occur on the actual day of the holiday except on Memorial Day and Labor Day, which shall be on the day designated as a National holiday. In the event any of the specified holidays falls on a Saturday, then the holiday will be celebrated on Friday. A holiday that falls on Sunday will be celebrated on Monday.

B. Certification

1. Permanent employment with the Authority requires that a Water or Wastewater Department employee obtain the appropriate Operator certification from DEP.
 - a. Class B and E Operator water certification is required to operate the Authority's Water System, along with subclasses 7,8, and 11.
 - b. Class B and E Operator wastewater certification is required to operate the Authority's Wastewater System, along with subclasses 1 and 4.
2. Employees required to have Operator certification must take the exam within two (2) years of eligibility. Failure to obtain Operator certification within three (3) years after eligibility may result in the termination of employment.

3. The Authority will pay for the successful completion of the Operator certification exams necessary to operate the Authority's systems.

C. Uniforms

1. All field employees are required to wear the uniforms provided by the Authority as a condition of employment.
2. Exceptions are allowed for emergency call-ins.
3. Uniforms are not intended for use outside the work place.
4. Employees are expected to carry their Authority identification badge with them at all times while on duty. Employees will reimburse the Authority for the actual cost of a replacement badge

D. Personal Car Use

1. The Authority will reimburse an employee at the current Internal Revenue Service allowed rate for mileage for the use of their personal vehicle for Authority business.
2. Use of personal vehicles is discouraged; however, in the event it becomes necessary, it must be approved by the manager prior to the use of the vehicle.
3. Mileage shall be calculated from the employee's residence or Authority office (whichever is less) when no Authority vehicle is provided.

E. Payroll

1. The Authority's pay period shall be one week long, beginning on a Saturday and ending on a Friday.
2. Each employee shall be paid on a weekly basis. Pay shall be made by direct deposit, and shall be deposited on the Friday following the Friday which ends the pay period, unless Friday is a bank holiday, in which case, they shall be deposited on the preceding weekday which is not a holiday.

F. Weekend Plant Checks and On-call Duty

1. Work scheduled shall be posted thirty 30 days in advance when possible.
2. Scheduling shall be on a rotating basis for weekend duty.
3. Work schedules for weekend work may be traded between employees upon mutual agreement of the employees involved and the approval of their supervisor.
4. Employees scheduled to work Saturdays and Sundays for weekend checks shall work two (2) hours each on Saturday and Sunday, for which hourly employees shall be paid time and a half (1.5) and salaried employees straight time. If problems occur requiring more than two (2) hours, the employee shall log the problem and report it to his supervisor on Monday morning.
5. One (1) employee from the Water Department and one (1) employee from the Wastewater Department shall be on-call at all times.
 - a. The on-call responsibility shall rotate with weekend duty for a seven (7) day duration, except that on-call duties shall begin on Friday at 3:30 PM and continue to 3:30 PM on the following Friday.
 - b. The on-call employee is required to carry his Department's designated on-call cellular telephone at all times.

- c. Employees required to respond to an emergency call shall be paid a minimum of four (4) hours; hourly employees at a rate of one (1.5) and a half times their regular rate of pay and salaried employees at straight time.
6. For any week when said employee is "on-call", he/she shall be paid four (4) hours of pay per week at his/her regular hourly rate of pay regardless of whether he/she is actually called in.

G. Work Schedule

1. Work hours for the operational employees shall be from 7:00 AM to 3:30 PM with a thirty (30) minute break for lunch, Monday through Friday. The regular work week shall be forty (40) hours per week.
 - a. Weekend checks are for a period of two (2) hours and shall start between 6AM and 8AM on Saturday, Sunday and holidays unless prior approval is obtained from the Department Superintendent.
2. The Authority's office hours and those of its Administrative employees, including any administrative or clerical employees, shall be from 8:00 AM to 4:30 PM, Monday thru Friday (unless otherwise negotiated). Employees shall receive a thirty (30) minute break for lunch.

H. Time Cards

1. The Authority is required by law to record actual time worked. For this reason, employees must "punch in" when reporting to work and "punch out" at the conclusion of their shift. If the employee leaves between the start and finish of their shift, they must "punch out and in" if they return within that shift.
2. Tardiness will result in a reduction of pay. If the employee is tardy, they are subject to a reduction in pay of one tenth (1/10) of an hour for each six (6) minutes or fraction thereof.
3. Time cards are considered part of an employee's personnel record and are not to be reviewed by anyone except the employee, management, or the union business representative

I. Rules & Regulations (Refer to WTMA Rules and Regulations, Enclosure #2)

1. The Authority maintains rules and regulations designed to insure the rights and safety of its employees and the customers the Authority represents.

J. Drug and Alcohol Personnel Policy (Refer to Resolution 95-10, Enclosure #3)

K. Outside Employment

1. Employees of the Authority must consider the Authority their primary place of employment. The Authority shall have first call for all scheduling and in the event of an emergency.
2. Employees shall not work outside of the Authority for any employer if that employment is determined by the Authority to be a conflict of interest.
3. In the event of a disagreement or the appeal of a conflict of interest decision, the Authority's Board of Directors shall make the final decision.

L. Commercial Drivers License (CDL)

1. A CDL is required by regulatory agencies to operate some Authority wastewater equipment. The Authority encourages its Wastewater Department employees to obtain a CDL.
2. Wastewater Department employees shall receive a \$0.50 per hour pay increase for obtaining a CDL.
3. The Authority shall reimburse Wastewater Department employees for the cost of obtaining and maintaining a CDL less any cost normally paid for a basic driver's license.

M. Educational Reimbursement

1. The Authority shall pay for all home study courses directly related to administrative, water, or wastewater operations if that course applies to the employee's job duties. Only one (1) course may be purchased per employee at a time and that course must be successfully completed before ordering another course.
2. The Authority will provide fifty percent (50%) reimbursement for educational training which is of benefit to the WTMA. The reimbursement includes books, registration, as well as fees and shall not exceed two thousand (\$2,000.00) per year.
3. Reimbursement approval must be received from the Board of Directors before registration.
4. Payment for the course will only occur if the following grades are achieved:
 - a. For a Pass-Fail course, a passing grade
 - b. For a Graded course, a B- or higher
5. Payment for the course will occur after the employee provides confirmation of successful completion of the courses and copies of all payment receipts.

N. Training

The Authority will pay for the full cost of successful training where mandatory to obtain or maintain Operator certification.

1. Employees shall be compensated at the appropriate hourly rate for all travel time to and from the training, and the instruction time to obtain or maintain Operator certification.
2. Employees shall be reimbursed in full for the reasonable cost of meals during training and while traveling to and from training.
3. Mileage shall be reimbursed at the IRS mileage rate in effect at the time of the training if no Authority vehicle is provided. Mileage shall be calculated from the employee's residence or the Authority office, whichever is less.

The policies and employee benefits contained in this resolution do not constitute a contract of employment, expressed or implied. The WTMA Board of Directors retains the right to

change, alter, or eliminate policies, benefits, and rules and regulations.

If any section, part, or portion of this Resolution, for any reason, is held invalid or unconstitutional by a court of competent jurisdiction, such portion(s) shall be deemed a separate, distinct, and independent provision and such holding(s) shall not affect the validity of the remaining portions hereof.

Resolutions 00-11 and 06-03, 11-3, 13-6 (with any amendments), or parts of Resolutions inconsistent herewith are expressly repealed.

Washington Township Municipal Authority shall provide the Union with notice in writing within ten (10) business days of any proposed successor Resolution to Resolution 17-7 and/or any modification or amendment to the Authority's Resolution 17-7, which may be considered for adoption after the effective date of the Agreement between the WTMA and the Union.

This resolution shall take effect November 1, 2016.

ENACTED AND RESOLVED THIS 15TH DAY OF AUGUST, 2017, IN DUE AND LAWFUL SESSION.

WASHINGTON TOWNSHIP MUNICIPAL AUTHORITY



Fred Eisenhart, Chairman

ATTEST:



Dave McCarney, Secretary / Treasurer