

**TOWNSHIP OF WASHINGTON  
FRANKLIN COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 758**

**OF THE BOARD OF SUPERVISORS OF THIS TOWNSHIP  
ESTABLISHING THE EMPLOYEE BENEFIT POLICY FOR THE  
TOWNSHIP.**

**WASHINGTON TOWNSHIP  
EMPLOYEE BENEFIT POLICY  
JANUARY 3, 2022**

**Section 1. Definitions**

**A. Employee classification**

1. **Salaried (exempt)**
  - a. Salaried exempt employees are paid on a salary basis and are not subject to premium pay for overtime.
  - b. Salaried (exempt) employees' function in an administrative, executive, and/or supervisory position with the Township.
2. **Salaried (non-exempt)** - Salaried non-exempt employees are paid on a salary basis for a base period and are subject to premium pay for all hours worked or benefit time over the base work period.
3. **Hourly** - Hourly employees are paid on an hourly rate and are subject to premium pay for all hours worked or benefit time over the base work week.
4. **Uniformed employee** - a full-time police officer employed by the Township.
5. **Non-uniformed employee** - a full-time employee of the Township except an officer in the Police Department.
6. **Full-time employee** - an employee of the Township that customarily works at least 40 hours in a week and 40 weeks in a year and has been hired as a full-time employee.
7. **Part-time permanent employee** - An employee of the Township that customarily works at least 40 weeks in a year and has a usual set number of hours each week that are worked.
8. **Part-time seasonal employee** - An employee of the Township that is

- hired on a seasonal basis for less than a 6-month period in a calendar year.
9. **Part-time employee** - An employee of the Township that is hired on an as needed basis regardless of the number of hours worked in any one week.
- B. **Benefit time** - Compensated time provided to employees in lieu of hours worked as a result of this benefit policy, e.g. holiday, vacation, sick, or personal.
  - C. **Salaried employee** - All salaried employees are employed on an "at will" basis and shall be employed for an indefinite term.
  - D. **Family Sick Leave** - Paid sick leave provided for an employee to assist a member of his/her immediate family (spouse, child, stepchild, adopted or foster child) or other close family member related by blood or marriage.

## **Section 2. Group Insurance Coverage's**

Each of the following group insurance coverages are provided to full-time employees.

- A. **Hospitalization & Health Insurance**
  1. Provided by Capital Blue Cross of PA.
  2. **Who is provided coverage** - Each full-time employee, spouse and dependent children.
  3. **Limits of Coverage** - Coverage shall be provided as per the Capital Blue Cross of PA information that is provided to each employee and the Township's agreement with Benecon.
  4. **Probation period** - There is no probation period for coverage under this policy. However, coverage is not provided to any employee until they are accepted into the group plan by Capital Blue Cross of PA. Coverage only begins at the beginning of a new month.
  5. **Retirees and displaced employees** may continue coverage in the plan after their employment with Township at their cost as per COBRA.
  6. **Non-full-time employee** - Non full-time employees may not elect to enroll in this plan.
  7. **Opt-Out Option** - Employees may elect to opt-out of health insurance coverage if coverage is provided by their spouse or other qualified

individuals. If an employee opts out of this benefit, they may not re-enroll in the Township's plan until the Township open enrollment period unless a change of life status occurs. Employees opting out of this benefit will be eligible to receive as compensation one third (1/3) of the Township's benefit cost that the Township would have paid for that benefit each month.

8. **Health Reimbursement Agreement** - All full-time employees eligible for this coverage shall be eligible for reimbursement of their out-of-pocket deductible costs up to a maximum of \$500.00 for single member participants and up to a maximum of \$1,000.00 for family member participants. This reimbursement shall be made through the Township's health insurance administrator Benecon. **Police Association members shall be governed by their contract.**
9. **Cost Sharing.** All new full-time employees hired after January 1, 2019, shall pay a portion of their health insurance costs. The costs will be deducted from each employee's bi-weekly paycheck based on the following:
  - a. **Police Officers** - As per the Police Contract.
  - b. **Non-Uniformed Employees - 2022** - 4.27% of their 40-hour gross amount. Maximum of \$90/paycheck.

**B. Life Insurance (Group) - (Provided at no cost to the employee)**

1. **Provided by One America Insurance Company**
2. **Who is provided coverage** - full-time employees
3. **Limits of coverage:**
  - a. **Non-uniformed employees** - \$25,000.00.
  - b. **Uniformed employees** - \$112,000.00.
4. **Probation period** - Benefits shall begin with the first day of the next month following 3 months of continuous service from their date of employment.
5. **Employees 65 years of age or older** - Limits of coverage shall be provided as per One America Insurance Company policy.

**C. Accidental Life and Dismemberment Policy (Group) - (Provided at no cost to the employee)**

1. **Provided by One America Insurance Company**
2. **Who is provided coverage** - Full-time employees.

3. **Limits of coverage:**
  - a. **Non-uniformed employees** - \$25,000.00. Dismemberment payment shall be determined by One America dismemberment schedule.
  - b. **Uniformed employees** - \$112,000.00. Dismemberment payment shall be determined by One America dismemberment schedule.
4. **Probation period** - Benefits shall begin with the first day of the next month following 3 months of continuous service from their date of employment.
5. **Employees 65 years of age or older** - Limits of coverage shall be provided as per One America Insurance Company Policy.

**D. Weekly Indemnity Coverage:**  
(Provided at no cost to the employee)  
(Lost wages coverage as a result of sickness or accident off the job.)

1. Provided by **One America Insurance Company**
2. **Who is provided coverage** – Full-time employees.
3. **Limits of coverage** – Coverage is based on 66% of the employee's 40-hour base week pay with a maximum of \$700/week. Coverage is provided for a maximum of 26 weeks. Example: (\$10.00/hour x 66% x 40 hours/week = \$264.00/week payment from the insurance company.
4. **When is coverage provided** – beginning on the 8<sup>th</sup> day for a sickness and the 1<sup>st</sup> day of an accident.
5. One America Insurance Company rules and regulations shall apply to all payments provided under this coverage.
6. **Probation period** – Benefits shall begin with the first day of the next month following 3 months of continuous service from their date of employment
7. Employee may augment this coverage with sick leave up to 100% of their 40-hour work week total subject to the terms of One America Insurance Company policy.

**E. Group Dental and Eye Care Coverage - (Provided at no cost to the employee)**

1. **Provided by Washington Township.** The Township's reimbursable dental/eye care coverage is administered by the Township with no

outside insurance carriers involved.

2. **Who is provided coverage** - Each full-time employee, their spouse and dependent children.
3. **Limits of Coverage.**
  - a. **Annual Contribution** - The Township will provide \$1,250.00 for year 2022 for each eligible employee.
  - b. **Accumulation of funding** - Dental/eye care funding not used in any calendar year may be accumulated from year to year and there shall be no maximum accumulation.
4. **Eligible items covered.**
  - a. **Dental** - The Township will pay 100% of the cost for all dental services customarily completed in a dentist 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 Township will pay 100% of the cost for all eye care services and equipment that is customarily completed in an Ophthalmologist, Optometrist or Optical Company's office up to the maximum amount of funding in the employee's fund. Coverage is provided for eyeglasses, eye glass cases, eyeglass repairs, contact lens, other lens, examinations and testing.
5. **Administration** - The benefit is set up on a reimbursement basis. Each eligible participant must pay for the services rendered and receive a dated receipt marked paid. The receipt should then be submitted to the Township Secretary for reimbursement. A reimbursement check will be issued by the Township for the eligible amount of the bill within three weeks of receiving the receipt, depending upon the Supervisors meeting schedule.
6. **Termination of Benefits**
  - a. All unused funding in the terminated employee's fund shall be returned to the Township General Fund.
7. **Reinstatement of Benefits** - If an individual returns to employment with the Township within six (6) months of terminating employment with the Township, their prior balance will be reinstated to their account.
8. **New Employees**
  - a. **Probation period** - New employees' benefits will begin with the first day of the next month following 3 months of continuous

service from their date of employment.

- b. **Benefit** - At the end of the probation period, new employees will be eligible for one twelfth (1/12) of the annual contribution for that calendar year, on a monthly basis until the following January 1. On January 1 of the following year, the annual contribution will be assigned to the new employee's account. However, the employee will continue to earn credit in the account at a rate of one twelfth (1/12) the annual calendar year contribution per month until the completion of one full year in the plan. If an employee terminates employment during this first year of employment and has been reimbursed funds greater than the amount earned, the employee shall repay the Township for the reimbursement in excess of the earned amount.

Each account shall be credited with one twelfth (1/12) of the annual calendar year contribution of earned reimbursement the first day of each month. No partial payments shall be earned.

After the first full year in the plan, the full annual calendar year contribution will be available without reimbursement to the Township if the employee terminates his employment.

9. **Plan use in combination with other insurance coverages.** This plan shall be secondary to all other insurance company coverages and shall be used only for the portion of the expense not covered by the primary insurance company. Consequently, if an employee or dependent is provided coverage 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 Township. This plan is a reimbursement plan and as such is not a traditional dental or eye insurance program.
10. **Death of Employee:** Upon the death of a member, the eligible spouse and dependent children of the deceased member shall continue to be covered by this plan for the remainder of that calendar year.

- F. **Workers' Compensation, Social Security, and Unemployment Compensation.** Each of these insurances are provided by the Township as prescribed by law.

### **Section 3. Time Off with Compensation.**

- A. **Holidays** - the following 10 days are provided to each full-time non-uniformed employee as paid holidays. Each holiday is paid for eight (8) hours.

**NEW YEARS DAY  
PRESIDENT'S DAY  
GOOD FRIDAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
VETERANS DAY OR DATE TO BE SUBSTITUTED  
FOR THE HOLIDAY (The day after THANKSGIVING)  
THANKSGIVING DAY  
CHRISTMAS DAY  
FLOATING HOLIDAY TO BE SET BY SUPERVISORS AT  
BEGINNING OF YEAR**

Holidays are not provided to part-time employees or for the first 3 months of employment for full-time employees.

- B. Vacation** - Each full-time employee shall accrue paid vacation according to the following schedule:
1. **Vacation Schedule**
    - a. **Before one year:** Zero days.
    - b. **On the 365th day of employment,** the employee shall receive credit for the first (1st) year's vacation time of ten (10) days.
    - c. **From the beginning of the second full year of employment through the end of the fifth full year of employment:** ten (10) days per year.
    - d. **From the beginning of the sixth full year of employment through the end of the fifteenth full year of employment:** fifteen (15) days per year.
  2. A vacation day shall be compensated at eight (8) hours.
  3. Vacation dates must be cleared with the Department head or Township Manager.
  4. After an employee's first year of employment, vacation time will be established on a calendar year basis, for the entire year, and assigned on January 1 of each calendar year. The employee will earn the vacation time on a pro-rated basis, based on the employees' date of employment and the schedule listed above. Any vacation time used, but not earned as a result of an employee's termination of employment with the Township, shall be reimbursed to the Township by the employee. Hourly employees shall use their vacation time in the year it is earned. Carry over to the next year shall be prohibited.

5. **Payment in lieu of time off** - Hourly 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.
6. **Salaried employee** - Salaried (exempt and non-exempt) employees may carry vacation over to the next calendar year. The maximum carry-over that an employee may carry over to the following year shall be equal to the amount of vacation that the employee is entitled to receive for the year that the vacation was earned. (Example: an employee who is qualified to receive 15 days per year may carry over a maximum of 15 days to the following year.) Vacation hours over the carryover limit shall be forfeited. Vacation hours over the carryover limit, for salary exempt only employees, shall be used by May 31<sup>st</sup> of the following year with prior approval of Township Manager.
7. **Part-time permanent employees** shall receive one (1) "average work week" paid vacation time during each calendar year. Average work week shall be the average number of hours the employee usually works each week. Vacation time must be taken in each calendar year.
8. **Extended Vacation** - Extended vacation (defined as vacation time in consecutive working days which exceeds the employee's annual entitled vacation for a year as per Section III, B1 of this policy) shall be permitted only upon receiving prior approval of the Township Manager. Request for extended vacation shall be in written form and presented to the Manager at least two weeks prior to the vacation date.
9. **Termination Pay.** When an employee terminates employment with the Township for any reason, the employee shall be entitled to a pro-rated share of vacation hours based on the following formula. Number of days entitled, multiplied by 8 hours/day, multiplied by the number of the day of the year of the last day worked, divided by 365, and then rounded to the nearest whole number. If a terminated employee used more time during the year than was earned, based on the above formula, the employee shall repay the Township for the time in excess of the earned amount.

**C. Sick Leave**

1. Each full-time employee shall be granted paid 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 duties. Twelve (12) days of sick leave shall be provided to each employee each year. Sick leave not used in any calendar year may



be accumulated from year to year. There shall be no maximum accumulation.

2. A sick day shall be compensated at eight (8) hours.
3. Employees who are sick must report the illness in some manner to the Township to be eligible for sick pay. In the event of illness in excess of three (3) days duration, an employee must present a doctor's excuse or statement to be entitled to sick leave pay.
4. **Termination of employment.** All unused sick days shall be forfeited.
5. **Family Sick Leave.** An employee may use up to 16 hours of his/her annual allotment of sick leave for family sick leave.
6. **Sick Time Buy Back.**  
A full time non-police officer employee of the Township shall be eligible to receive sick time buy back at full retirement after 35 years of service to the Township and reaching the age of 62 or older.

Sick Time Buy Back will be determined by using the following formula:

Total accumulated sick time, multiplied by 25%, multiplied by the employee's hourly rate at the time of retirement, equals the amount the employee will be paid at retirement.

- D. **Personal Hours** - Each full-time salaried exempt and hourly employee shall be provided 16 hours of personal time during a calendar year. If the personal hours are not utilized by the hourly employee, the Township will pay the employee for those hours at the end of the calendar year. Salaried exempted employees must use their personal time or forfeit the time. New employees shall be eligible for a pro-rated share of personal hours based on their date of employment subject to the three (3) month probation period where no time will accumulate. Eight (8) personal hours shall be credited on January 1, and the remaining eight (8) personal hours on July 1.
- E. **Bereavement Leave** - Each full-time employee shall be granted bereavement leave, with pay, according to the following terms and schedule:

**Immediate Family:** An employee shall be entitled to take up to four (4) days off

following the date of death of a member of his immediate family, or next of kin who resides in his household, for the purposes of attending the funeral and other related necessities of such occurrence. The employee must attend the funeral. Immediate family is defined as: spouse, child, parent, brother, sister, stepparent, adopted and/or foster child.

**Next of Kin:** An employee shall be entitled to take up to three (3) days off following the date of death of next of kin, for the purpose of attending the funeral or any other related necessities of such occurrences. The employee must attend the funeral. Next of kin is defined as: grandparent, grandchild, parent-in-law, brother/sister-in-law, or grandparent-in-law.

- F. **Local Blood Donation** - The Township will provide up to 2 hours of time off with compensation to any employee who provides blood to a local blood bank. Prior approval of the Township shall be required.
- G. **Jury Duty** - Any full-time employee who is summoned to serve on jury duty shall receive their normal salary or straight time hourly compensation for the time they serve on jury duty. Advance notice of the date(s) for jury duty shall be provided to the Township for the employee to receive compensation.
- H. **Payment in Lieu of Time Off.** Under certain special conditions, the Board of Supervisors may pay an employee straight time compensation in lieu of earned time off or carry-over, in the same calendar year the time was earned, if conditions warrant such payment. The employee shall submit a written request, approved by the Department Head with justification to the Township Manager, for submittal to the Board of Supervisors. The Supervisors will review request with the specific line item of the budget as a guideline.

#### **Section 4. Pension**

- A. **Police Pension** - Each full-time uniformed officer of the Township shall be provided a pension as per Act 600 requirements and as per Chapter 56.1 of the Code of the Township of Washington.
- B. **Employee Pension** - Each non-uniformed full-time employee of the Township shall be provided a pension as per Chapter 56.2 of the Code of the Township of Washington.
- C. **Employee Voluntary Pension** - Township employees, through payroll deductions, may join the Township employee voluntary pension or 457 pension plans. If an employee is interested in the program, please see the Township Secretary for details.
- D. **Employee Benefits** - Only full-time employees are eligible for pension benefits.

**Section 5. Additional Provisions**

- A. **Overtime Compensation (premium pay)**
1. Salary exempt employees shall not receive any premium pay compensation. Salary exempt employees shall include the Township Manager, Township Secretary/Treasurer, Assistant Township Secretary/Treasurer, Township Planner, and Chief of Police.
  2. Hourly employees shall receive premium pay compensation at one and one half (1 1/2) times their hourly rate of compensation. The base pay period for all employees shall be 40 hours in any 7-day pay period.
  3. The following exception shall apply to all employees. Benefit time (holiday, vacation, sick, or personal time) in which payment is made directly to the individual as a lump sum yearly or termination settlement in lieu of time off, shall be paid at straight time and shall have no effect on total hours in that pay period for determination of premium pay compensation.
- B. **Payroll Period** - The Township's pay period shall begin on Sunday and run through the end of Saturday.
- C. **Overtime**
1. Salary exempt employees shall not receive any overtime pay.
  2. Hourly employees shall receive overtime pay for all hours worked over 40 in a payroll period.
- D. **Payday** - Each employee shall be paid on a bi-weekly basis. Paychecks shall be issued on Fridays, unless Friday is a holiday, in which case it shall be issued on the preceding weekday that is not a holiday.
- E. **Suspension or leaves without pay.** Any salaried employee suspended without pay or taking leave without utilizing any benefit time, shall not receive any compensation from the Township for the period of time the employee is absent from work. The employee's salary for the period involved shall be adjusted based on the salary divided by 260 days for a daily rate or by 2080 hours for an hourly rate.
- F. **Use of personal vehicle for Township Business.** The Township will reimburse an employee of the Township an amount per mile set by the Board of Supervisors at the township's annual reorganization meeting for the use of their personal vehicle for Township business. Use of the personal vehicle must be

approved by the department head prior to the use of the vehicle.

- G. **Direct Deposit of Employee Paychecks** - Direct deposit of employees' paychecks is mandatory. Please notify the Township in writing of the bank account he/she wishes to use and must provide accurate account information to the Township.
- H. **Use of Township equipment or facilities for personal use** - The use of the Township equipment or facilities not available to the general public for personal use is prohibited.
- I. **Compensation Time** - Compensation time shall be permitted in lieu of compensation for time worked. Compensation time shall be provided and used on an hour for hour basis. The use of compensation time in lieu of compensation shall be approved by the department head. Compensation time records shall be maintained by the payroll department. Compensation time shall be used in the same year that it is earned or lost.
- J. Use of sick time in combination with worker's compensation and disability insurance payments shall be prohibited unless permitted by the insurance companies' policies, rules and regulations.
- K. **Travel Expenses and Allowances** - Expenses incurred while on Township business while away from Waynesboro shall be paid by the Township. Prior approval of the department head is required before any travel arrangements are made. Receipts shall be required for reimbursement. Expenses totaling less than \$40.00 may be paid out of petty cash. Expenses over \$40.00 shall be submitted to the Township Secretary for payment by the Board of Supervisors at their next scheduled meeting.
- L. **Recycling** - The law requires all Township employees to recycle the following items: cans, glass, cardboard boxes, newspaper and office paper. It is our policy to recycle all of these items and any other items that may be recycled as an example to the public. Your complete cooperation is required.
- M. **Nondiscrimination, Sexual Harassment and Grievance Policies** - Refer to Resolution # 201.
- N. **Drug-Free Workplace Policy Statement** - Refer to Resolution # 207.
- O. **Police Association members benefits** shall be governed by their contract and shall not be affected by any inconsistent provision of this resolution. Likewise this resolution shall not be affected by any inconsistent provisions of the Police Association contract.
- P. **Telephone Policy**
  - 1. Land Line - Calls may be made on Township phone as needed.

Personal call time should be kept to a minimum.

2. Cell Phones - The Township will no longer provide cell phones to employees. All Employees are required to have working cell phones at their expense for safety and communication reasons.

**Q. Medical Marijuana Policy**

1. The Township will not discharge, threaten, refuse to hire or otherwise discriminate or retaliate against an Employee regarding an Employee's compensation, terms, conditions, location or privileges of employment solely on the basis of such Employee's status as an individual who is certified to use medical marijuana.
2. An employee's lawful possession or use of medical marijuana while off-duty and off the Township's premises, in and of itself, shall not be deemed a violation of this Policy.
3. Notwithstanding the above, nothing in this policy nor the Medical Marijuana Act (35 P.S. § 10231.101, et seq.) shall require the Township to make any accommodation for the employee's use of medical marijuana while "on the clock," on the Township's property, or at the place of employment of any Township employee. This policy shall in no way limit the Township's ability to discipline an employee for being under the influence of medical marijuana in the workplace or for working while under the influence of medical marijuana when the employee's conduct falls below the standard of care normally accepted for that position.
4. Employees who use medical marijuana shall not be eligible for employment in certain Township positions that require the carrying of a firearm, Pennsylvania Act 120 certification, the performance of any employment duties at heights or in confined spaces, the performance of any task which the Township deems life-threatening to either the employee or any of the employees of the Township, the performance of any employment duties which could result in a public health or safety risk, or other restrictions contained in the Medical Marijuana Act while under the influence of medical marijuana.
5. The following positions are hereby designated as "safety-sensitive", and employees are therefore ineligible to perform the duties of the positions if they are actively taking medical marijuana: Police Officers and Fire Police. The job responsibilities of these positions are hereby determined to be incompatible with the use of medical marijuana. Candidates for these positions who use medical marijuana will be excluded from potential hire where medical marijuana use poses an unacceptable and significant safety risk to the Township and/or its constituents. The Township will engage in an interactive process to determine if a reasonable accommodation can be offered to candidates for these positions or current employees in these

positions. The availability of any such reasonable accommodation will be determined on a case-by-case basis.

6. Additionally, employees may be prohibited from performing certain job duties if they are actively taking medical marijuana. The Township considers it a public health or safety risk to operate Township equipment, including, but not limited to tractors, riding mowers, forklifts, backhoes, commercial motor vehicles, grading/excavation equipment, and vehicles while under the influence of medical marijuana.
7. Marijuana use, including the use of medical marijuana, remains illegal under federal law. As a result, Township employees whose positions are funded, in whole or in part, by federal funds and who are subject to mandatory drug-free workplace requirements are prohibited from using medical marijuana at any time.
8. Employees should be aware that the use or consumption of certain CBD products may cause an employee to fail a drug test. Employees are encouraged to exercise caution when selecting and using CBD products. Any claimed use of CBD products will not necessarily excuse an employee from the consequences of a failed drug test.

### **Section 6. Rescinding of Previous Resolution**

The previous employee benefits policy as established by Resolution No. 737 is hereby rescinded by this resolution.

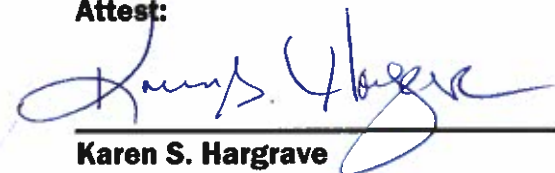
### **Section 7. Effective Dates**


This Resolution shall take effect immediately.

**DULY ADOPTED**, this 3<sup>rd</sup> day of January 2022, by the Board of Supervisors of Washington Township, Franklin County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF WASHINGTON  
COUNTY OF FRANKLIN  
PENNSYLVANIA**

**Attest:**

  
\_\_\_\_\_  
**Karen S. Hargrave**  
Secretary

  
\_\_\_\_\_  
**Charles L. Strausbaugh**  
Chairman, Board of Supervisors