TOWNSHIP OF RICHLAND
ORDINANCE NO. 522

AN ORDINANCE AMENDING RESOLUTION 69-3, AS AMENDED, WHICH PROVIDES FOR EMPLOYEE BENEFITS AND WORK RULES, TO MODIFY GENERAL EMPLOYEE BENEFITS AND WORK RULES, TO PROVIDE FOR RULES RELATED TO FLEXIBLE SCHEDULES, REMOTE WORK, OVERTIME AND COMPENSATORY TIME, AND TO INCORPORATE PROVISIONS RELATED TO MILEAGE REIMBURSEMENT, CONFERENCE EXPENSE REIMBURSEMENT, SEXUAL HARASSMENT, AND INTERNET CAPABLE TECHNOLOGY AND EQUIPMENT, ESTABLISHED BY RESOLUTIONS NO. 5 OF 2004, NO. 3 OF 2009, NO. 9 OF 2022 AND NO. 10 OF 2022, RESPECTIVELY, AND TO PROVIDE FOR A POLICY ON THE RESOLUTION OF DISPUTES

WHEREAS, the Township of Richland has adopted a Home Rule Charter; and

WHEREAS, § 501.I of the Home Rule Charter requires that Board actions to establish wages, hours or fringe benefits of Township employees be by ordinance; and

WHEREAS, the Board initially adopted provisions relating to general employee benefits by Resolution No. 69-3 on January 30, 1969, which has subsequently been amended numerous times, including most recently by Ordinance No. 476 on January 5, 2015; and

WHEREAS, the Board desires to update its provisions relating to general employee benefits and work rules.

IT IS HEREBY ORDAINED AND ENACTED by the Board of Supervisors of Richland Township as follows:

I. The general employee benefits and work rules contained in Resolution No. 69-3, as amended, are hereby revised to read, as follows:

§ 1-701. Employee Benefits, Generally. [Res. 69-3, 1/30/1969; as amended by Res. 77-9, 7/19/1977, § 1; by Res. 80-10, 9/28/1980; by Res. 83-15, 9/20/1983; by Ord. 278, 9/18/1991; by Ord. 431, 8/20/2008; and by Ord. 476, 1/5/2015]

1. "Full-time general employee" or "full-time employee" shall mean any employee who has been regularly appointed after serving a probationary period of 12 months, at the maximum full employment time of 40 hours per week (37.5 work hours per week, with 30-minute paid, unworked lunch periods each day), who is not represented by a collective bargaining unit. Employees must actually work for a period of 12 months in order to complete the probationary period. Completion of the probationary period does not alter the "at-will" nature of employment with the Township. When the words "employee" or "employees" are used henceforth, unless otherwise specified, they shall refer to such "full-time employees" and shall not refer to "regular part-time employees" or "casual employees." This definition of "full-time employee" excludes appointed persons, who serve without

pay, such as the Planning Commission, Municipal Authority and Zoning Hearing Board, who therefore are not subject to nor entitled to any benefits described in the following: sick leave, death benefits, vacations, holidays, jury duty, etc. This definition also excludes regular part-time employees and casual employees (though regular part-time employees and casual employees are also "at will"). Also excluded is any employee not actually serving employment due to said employee receiving workers compensation, unemployment compensation, extended vacation of more than five consecutive weeks, sick leave utilizing accumulated sick leave or vacation or a combination thereof of more than five consecutive weeks, or any absence continuing for a period of five weeks, whether covered by sick leave or vacation or combination thereof, unless otherwise required by applicable law. These excluded employees, unless otherwise specified, shall not be entitled to work flexible schedules, to work remotely, to receive any further credit for sick leave, vacation pay, holidays, jury duty pay, death benefits or health and accident insurance, except that employees on unemployment compensation, or employees otherwise required under applicable law, will have their health and accident insurance premium paid for three months from their notice of layoff.

2. "Full-time general employees" or "full-time employees" include both exempt and non-exempt employees pursuant to the Fair Labor Standards Act. Non-exempt employees are eligible for overtime pay for hours worked in excess of 40 per week. Exempt employees are paid on a salary-basis and are not eligible for overtime pay. Unless covered by a collective bargaining agreement or statutory civil service protection, both exempt and non-exempt employees are "at-will."

3. Any person who is not otherwise excluded from the definition of "full-time employee" pursuant to the provisions outlined above, and who is employed with the understanding that he or she is employed as a full-time employee, may be eligible for fringe benefits as identified herein. The beginning of the probationary period shall be used in computing eligibility for certain fringe benefits as provided herein. As noted previously, completion of the probationary period does not alter the "at-will" nature of employment with the Township.

4. In some instances, the Public Works Department has in effect specific rules and regulations governing Department operations; and in the event of any conflict with these general rules, the Department's labor agreements, rules and regulations shall prevail with respect to bargaining unit members.

5. The provisions of this Policy ("Employee Benefits Policy") reflect the Township's current benefit policies and are not intended to constitute a contract between Richland Township and any employee. Accordingly, while the provisions of this Employee Benefits Policy may sometimes refer to benefits to which certain employees may be "eligible" or "entitled," it is understood that nothing in this Employee Benefits Policy creates any contractual rights or obligations. The Township reserves the right to modify, amend, suspend, delete or abolish any part or parts of the benefits as described in this Policy without prior notice. The employee benefits and policies stated in this Policy, may be amended and superseded by action of the Board of Supervisors in the form of a resolution

passed at a publicly advertised meeting of the Board of Supervisors of Richland Township. To the extent that any such benefits are provided through a third-party provider pursuant to a benefit plan or contract, the more restrictive provisions of such benefit plan or contract shall be controlling and shall supersede any description of such benefits in this Policy.

6. All Township employees, including all full-time, regular part-time, and casual employees, who are not covered by a collective bargaining agreement or statutory civil service protection, are at-will employees who serve at the pleasure of the governing body. Nothing in the provisions of this Policy, and nothing in any of the Township's other personnel policies, handbooks or other similar employee manuals, should be construed to alter, in any way, the at-will status of any Township employee.

§ 1-702. Sick Leave. [Res. 69-3, 1/30/1969; as amended by Res. 80-10, 9/23/1980; by Res. 81-2, 2/17/1981; by Res. 83-15, 9/15/1983; and by Ord. 476, 1/5/2015]

1. This Section 1-702, unless otherwise explicitly specified, applies to full-time employees. Rules regarding sick leave for regular part-time employees are set forth in Section 1-715. Sick leave is earned at the rate of 20 hours for each quarter of the calendar year, beginning with January, April, July and October, while an employee is employed as a "full-time employee" as defined in § 1-701. Sick leave shall not be considered as a privilege which the employee may use at his/her discretion but shall be allowed only as necessary due to the actual sickness or disability of the employee. Sick leave abuse is a serious disciplinary offense which may subject the abuser to corrective action up to and including dismissal. A doctor's certificate or cogent medical explanation shall be presented by the employee to the Township and/or the applicable department head in the following instances:

   i) After four (4) consecutive days of sick leave.

   ii) After three (3) sick leaves in any month.

   iii) When an employee takes sick leave in conjunction with an "off-day" created by an employee's flexible schedule under § 1-716.

   iv) After an employee takes a sick leave in conjunction with other paid time off more than two (2) times in a calendar year.

   v) Whenever the Township has a reason to suspect sick leave abuse based on evidence that employee on sick leave engaged in activities inconsistent with the status or demonstrated other behavior indicative of sick leave abuse.

2. Employees must have sufficient accrued hours of sick leave to cover their absence depending on whether employees are working a normal schedule or a flexible schedule as set forth in § 1-716. For example, if an employee uses sick leave for the entirety of a day

in which he/she was scheduled to work 9.5 hours as part of a flexible schedule, that employee will need to have available at least 9.5 hours of sick leave to cover such an absence. Likewise, if an employee uses sick leave for the entirety of a day in which he/she was scheduled to work only 4.5 hours as part of a flexible schedule, that employee will need to have available at least 4.5 hours of sick leave to cover such an absence. Employees working normal schedules must have at least 7.5 hours of available sick leave to cover a full day's absence.

3. Unused sick leave may be accumulated up to a total of 800 hours. Fifty percent of this accumulated sick leave, if not used for illness, will be paid out to the employee in his/her final paycheck at his/her retirement.

4. Employees who have in excess of 800 hours of accumulated sick leave at the end of the calendar year shall be permitted to sell back such excess hours to the Township at the rate of 65% of the employee's straight-time hourly rate for the year in which the days were accrued. Payment for such sick leave sold back shall be paid on the next regularly scheduled pay date in January following such election.

5. In case of resignation or dismissal, accumulated sick leave time will be forfeited. Where a full-time employee's status changes to a part-time employee, it shall not constitute a resignation or dismissal for purposes of this Paragraph.

6. Compensation while absent on sick leave will be paid at the employee's normal hourly rate. In no event shall employees be permitted to work remotely while using sick leave.

7. An employee receiving sick leave with pay who simultaneously receives accident and sickness disability benefits from the Township's hospital and group insurance policy or workers' compensation shall receive only the difference in such compensation to equal his/her regular pay. Such additional payments shall not be made if injury or illness results from negligence on the part of the employee.

8. An employee receiving sick leave with pay and at the same time receiving workers' compensation shall receive for the duration of such disability, not exceeding six months, the total which, together with such compensation, shall equal his/her regular pay. Such additional payment shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within 24 hours any injury sustained by him, it shall be presumed that such injury resulted from his/her own negligence.

9. Any of the above cases which, upon occurrence, may dispute said provisions previously stated shall be reviewed by the Board and the Township Solicitor upon a written request to them through the Township Manager and their decision shall be final. Any employee injured on any other gainful employment outside of his/her regular Township employment shall not be eligible for paid sick leave. Any employee found abusing the sick leave privileges may be subject to dismissal.

§ 1-703. Vacations. [Res. 69-3, 1/30/1969; as amended by Res. 72-8, 9/26/1972; by Res. 77-14, § 1; by Res. 80-10, 9/23/1980; by Res. 83-15, 9/20/1983; by Ord. 278, 9/18/1991; and by Ord. 476, 1/5/2015]

1. This Section 1-703, unless otherwise explicitly specified, applies to full-time employees. Rules regarding vacation entitlement for regular part-time employees are set forth in Section 1-715. Each full-time employee shall receive a vacation with pay during the period from January 1 through December 31 (vacation year) for vacations earned during the preceding calendar year (credit year) in accordance with the following:

Length Service Completed (years)	Amount of Vacation Time (days)
1	10 (80 hours)
2	12 (96 hours)
3	15 (120 hours)
15	20 (160 hours)

Vacation of full-time employees hired before January 1, 2015, shall amount to 200 hours upon their completion of 25 years of service.

Notwithstanding the foregoing, the Manager shall have the discretion to authorize vacation time for newly hired full-time employees, including the amount of vacation time that may be taken and the calendar year in which it may be taken.

2. A week's vacation shall consist of five working days' or 40 hours' pay at the employee's straight-time hourly rate. Subject to the exception for newly hired full-time employees set forth in Paragraph 1 above, an employee shall be eligible to take his/her initial five days of vacation only after he/she has completed his/her first full year of employment.

3. Subject to the exception for newly hired full-time employees set forth in Paragraph 1 above, all vacation leave shall be earned in advance and must be taken during the calendar year and may not be accumulated from year to year. All eligible employees shall submit their vacation requests to the Manager or his or her designee for scheduling no later than April 1 of the same vacation year. Vacation requests will be accommodated, to the extent possible. The time at which an employee shall take his/her vacation shall be determined by the Township Manager or his/her designee with due regard for the wishes of the employee and particular regard for the needs of the department. Should any employee leave the service of the Township before completing the required one year of service, he or she will receive no vacation pay. An employee who has served over 12 months shall be paid for any unused vacation due him when he leaves the Township service, provided he meets all the above provisions. Any vacation time not taken by an employee during the calendar year will be lost, and wages will not be paid in lieu of vacation time. In the year of retirement, each employee shall be entitled to the number of vacation days as he or she shall have earned represented by the number of months during the year of retirement he or she was a full-time employee. That fraction of the year of full-time service shall be

multiplied by the number of days said employee would have been entitled to receive as vacation leave should he or she have worked the entire year to determine the actual days of vacation leave due. In the instance where more days of vacation leave have been taken by said terminated or retiring employee than he or she is entitled to, the Township shall have the right to charge said account of the employee for reimbursement to the Township.

§ 1-704. Personal Days

Regular full-time Township employees shall also be entitled to two paid personal days per calendar year. Should an employee begin their employment between January 1 and April 30 of any given year, he or she shall receive two paid personal days during the balance of the year. Should an employee begin their between May 1 and August 31 of any given year, then he or she shall receive one paid personal day during that year. Employees beginning their employment on September 1 or later will not receive a paid personal day that year. Any paid personal days not taken during the calendar year shall be lost and wages will not be paid in lieu of personal days. Regular part-time employees will not be entitled to any paid personal days.

§ 1-705. Holidays. [Res. 69-3, 1/30/1969; as amended by Res. 72-8, 9/26/1972; by Res. 80-20, 9/23/1980; by Res. 83-15, 9/20/1983; by Ord. 278, 9/18/1991; and by Ord. 476, 1/5/2015]

1. This Section 1-705, unless otherwise explicitly specified, applies exclusively to full-time employees. Rules regarding holiday pay for regular part-time employees are set forth in Section 1-715. All regular full-time general Township employees and probationary personnel, who have completed 30 days of employment, shall be entitled to the following holidays with pay: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day and the employee's birthday. To be eligible for holiday pay, an employee must work on his/her scheduled workday prior to the holiday and his/her next scheduled workday after such holiday, unless the employee is absent for a reason acceptable to the Township. Holiday pay shall consist of an employee's regular, straight-time hourly rate multiplied by eight.

2. Subject to the approval of the Township Manager or his/her designee, full-time employees may request to work on holidays and to "swap" such worked holidays with another day. For example, a full-time employee may request to work on the Fourth of July, and to then take a day off on another day, such as July 6th. In such a situation, the full-time employee will receive holiday pay for the Fourth of July holiday and will be permitted to take a paid day off on July 6th. All requests for such "holiday swaps" must be submitted in advance as part of the flexible scheduling request submitted pursuant to Section 1-716 of this Policy, and may be granted in the sole discretion of the Township Manager or his/her designee. This provision shall not apply to the employee's birthday, which may not be "swapped" in this manner. Additionally, regular part-time employees will not be entitled to request, and will not be granted, such "holiday swaps."

4. When a holiday falls on a Saturday, the preceding Friday shall be considered the legal holiday. Should the holiday fall on Sunday, the following Monday shall be considered the legal holiday. Holidays occurring during vacation or sick leave shall not be charged against such leave.

§ 1-706. Jury Duty. [Res. 69-3, 1/30/1969; as amended by Ord. 476, 1/5/2015]

This Section 1-706 applies exclusively to full-time employees. Should an employee be subpoenaed to serve on any jury, he/she shall be paid at his/her regular base rate, less any monies received for such jury service.

§ 1-707. Bereavement Leave. [Res. 69-3, 1/30/1969; as amended by Res. 73-13, 8/28/1978; by Ord. 278, 9/18/1991; and by Ord. 476, 1/5/2015]

1. This Section 1-707 applies exclusively to full-time employees and regular part-time employees who work regular schedules of at least thirty (30) hours per week. When a full-time, non-bargaining maximum of three days' earnings at his straight-time hourly rate. Such three days must be consecutive and include the day of the funeral or other service. No payment will be made for any of the three days which is a day which the employee would not ordinarily be scheduled to work or occurs during the employee's vacation. A member of the immediate family shall be considered as the employee's mother, father, wife, husband, children, brother, sister, mother-in-law or father-in-law, and the employee's foster parents, foster children, step-parents or step-children if such individuals had been living in a family relationship with the employee.

2. In the event of the death of an employee's grandparent, aunt, or uncle, an employee will be granted the day of the funeral or other service off with pay is such is the employee's regular scheduled workday and the employee attends the funeral.

3. The intent of these provisions shall be to protect an employee against a loss in earnings. For example, the maximum of three consecutive days in the event of death in the family is not a guarantee of three days.

§ 1-708. Leaves of Absence. [Res. 69-3, 1/30/1969; as amended by Ord. 476, 1/5/2015]

Any leaves of absence, with or without compensation, shall be requested in writing by the employee and will not be granted without approval of the Township Manager or his/her designee. A leave of absence may not extend beyond a total of twelve (12) weeks, taken consecutively or intermittently, over a twelve (12) month period. Written conditions of such leave shall be on file with the Township Manager. Leaves of absence without permission shall be without pay and subject to disciplinary action.

§ 1-709. Medical, Dental, Vision, Life, Short-Term Disability and Long-Term Disability Insurance. [Added by Ord. 476, 1/5/2015]

1. This Section 1-709, unless otherwise explicitly specified, applies to full-time employees. Any employee who is hired to serve the required probationary period of 12 months shall, on the first day of the calendar month following his/her first day of work, or as soon as available thereafter under the plan, be entitled to the benefits of the Township's medical and hospital insurance plan then in effect, including dental, vision, life and short-term disability coverage. Upon completion of one year's service, full-time employees and those part-time employees identified in Section 1-715, Paragraphs 2 and 3 below, shall be eligible for long-term disability insurance.

2. Any non-bargaining-unit full-time employee receiving medical insurance benefits shall be required to contribute 5% of the premium cost, which shall be deducted from the employee's wages pre-tax. Required contributions by part-time employees receiving medical insurance benefits are set forth in Section 1-715, Paragraphs 2.f and 3.f below. Full-time employees hired prior to January 1, 2015, who are eligible for such benefits but decline to be covered shall be paid $640 per month, and full-time employees hired after January 1, 2015, who decline coverage shall be paid $234 per month, or such other amount as may be approved by the Board of Supervisors from time to time. Those part-time employees identified in Section 1-715, Paragraphs 2 and 3 below who are eligible for medical insurance benefits but decline to be covered shall be paid $175 per month.

3. Notification Regarding Change of Status. In the event an employee's family status changes in a manner that would affect the cost Richland Township pays for health insurance benefits, the employee will immediately notify Richland Township. In the event such notification is not made, the employee will be personally responsible for the resultant cost differential, which will be withheld from his/her pay over a suitable period of time as determined by Richland Township.

4. Coordination of Benefits. As of January 1, 2015, if a newly hired full-time employee's spouse is eligible for any other form of medical coverage and the spouse elects not to participate in said coverage, the employee shall pay a spousal surcharge to have the spouse added to Richland Township's medical plan. Prior to the commencement of health care benefits, all new employees shall be required to complete and submit the attached Spousal Surcharge Information Form and, if applicable, the Payroll Pretax Contribution Form.

§ 1-710. Death Benefits. [Res. 69-3, 1/30/1969; as amended by Res. 77-9, 7/19/1977, § 2; by Res. 80-10, 9/23/1980; and by Ord. 476, 1/5/2015]

This Section 1-710 applies exclusively to full-time employees. In case of a death of any non-bargaining unit, general full-time Township employee having at least one year of continuous service, the deceased employee's designated beneficiary shall be given one full month's pay from the date of the death occurrence, plus compensation for any vacation time due or remaining in the fiscal year. All full-time regular employees shall file, in writing to the Township Manager, the names of the beneficiary or beneficiaries. This benefit is in addition to the group life insurance carried by the Township. The deceased employee's beneficiary shall also be paid for 50% of the deceased employee's total unused and accumulated sick leave up to a maximum of 400 hours of pay.

§ 1-711. Pension

All full-time Township employees, following the completion of six (6) consecutive months of employment with the Township, shall be entitled to participation in the Township's General Employee Pension Plan. Pension benefits available to regular part-time employees hired to regularly work schedules of thirty-five (35) hours per week, including a full-time employee whose status changes to a part-time employee, are set forth in Paragraph 2 of Section 1-715 below.

Regular part-time employees hired to regularly work schedules of less than thirty-five (35) hours per week and casual employees will not be entitled to pension benefits.

§ 1-712. Mileage Reimbursement.

Township Resolution No. 5 of 2004 sets forth the requirements for employee mileage reimbursement associated with the use of personal motor vehicles in the conduct or performance of Township business. Township full-time, regular part-time and casual employees who use their personal motor vehicles in the conduct or performance of Township business in compliance with Township Resolution No. 5 of 2004 shall be reimbursed at the standard business mileage established periodically by the Internal Revenue Service.

§ 1-713. Conference Expense Reimbursement.

Township Resolution No. 3 of 2009 sets forth a policy on employee reimbursement for certain conference expenses. Township full-time and regular part-time employees shall be reimbursed for expenses incurred in connection with an approved conference, as provided for in Resolution No. 3 of 2009.

§ 1-714. Regular Part-Time Employees and Casual Employees.

1. The Township may hire "regular part-time employees" and set the agreed-upon hours of work for such employees at the time of their hire or appointment to the part-time position. The Township may hire regular part-time employees to regularly work schedules from thirty (30) through thirty-five (35) hours per week. While such regular part-time employees may occasionally work more or less than the agreed-upon hours per week, depending on the needs of the Township and determined in the sole discretion of the Township Manager or his/her designee, it is expected that such employees will regularly work the agreed upon scheduled hours.

2. The Township may also hire "regular part-time employees" to work less than thirty (30) hours per week, and the Township will determine the number of hours such an employee will be regularly scheduled to work at the time of hire or appointment to the part-time position. The number of hours that such a regular part-time employee will be expected to work may vary from individual to individual. For example, the Township may hire a

regular part-time employee to regularly work a schedule of twenty-four (24) hours per week, and may also hire another regular part-time employee to regularly work a schedule of twenty (20) hours per week. While regular part-time employees may occasionally work more or less hours per week, depending on the needs of the Township and determined in the sole discretion of the Township Manager or his/her designee, it is expected that such employees will regularly work schedules that reflect the hours-per-week established at the time of their hire or appointment to the part-time position.

3. The Township may also hire "casual employees" on a temporary/seasonal basis. A casual employee is defined to mean an employee who is hired to perform a special task or to work for a specified but finite period of time—for example, an employee who is hired on a seasonal basis and whose employment will cease at the end of such seasonal or other temporary, defined period. Casual employees are not entitled to any benefits, rights, or entitlements pursuant to this Policy, except that casual employees will be paid any overtime compensation to which they may be entitled to under the Fair Labor Standards Act.

§ 1-715. Regular Part-Time Employees—Benefits.

1. Regular part-time employees shall not be entitled to any benefits, rights, or entitlements pursuant to this Policy except as are made expressly applicable to "regular part-time employees" in this Section 1-715. Other provisions elsewhere in this Policy may refer explicitly to "regular part-time employees" and may either reiterate or expand further on the benefit entitlements and the conditions placed on such benefit entitlements for "regular part-time employees," but any other reference to "regular part-time employees" elsewhere in this Policy shall not be construed to grant any greater or additional benefits beyond what are specifically described in this Section 1-715. The lunch period for regular part-time employees is unpaid.

2. A regular part-time employee who is hired to regularly work schedules of thirty-five (35) hours per week pursuant to Paragraph 1 of Section 1-714, including a full-time employee whose status changes to a part-time employee, will be entitled to the following benefits:

    a. Participation in the Township's General Employee Pension Plan, following the completion of six (6) consecutive months working at least thirty-five (35) hours per week;
    b. Holidays-with-pay;
    c. Vacation;
    d. Sick leave;
    e. Compensatory time for time worked at special meetings or special events;
    f. Those medical insurance benefits provided to full-time employees as set forth in Section 1-709 above, with the following exceptions:
        i. Medical insurance will be provided for the part-time employee only and not for any spouse or dependent, and
        ii. The part-time employee shall be required to contribute 10% of the premium cost, which shall be deducted from the employee's wages pre-tax; and

g. Those dental, vision, life, short-term and long-term disability insurance benefits provided to full-time employees as set forth in Section 1-709 above, with the following exception:
    i. If full-time employees are required to pay a portion of the premium for dental, vision, life, short-term and/or long-term disability insurance benefits, then part-time employees shall be required to contribute a portion of the premium equal to the ratio of hours worked compared to full-time employees.

3. A regular part-time employee who is hired to regularly work schedules of at least thirty (30) hours but less than thirty-five (35) hours per week pursuant to Paragraph 1 of Section 1-714, including a full-time employee whose status changes to a part-time employee, will be entitled to the following benefits:

    a. Upon completion of five (5) years of service, the employee shall be eligible to elect to defer a portion of his/her compensation through payroll deductions to the Township's 457 Deferred Compensation Plan, subject to the annual deferral limits. If, following said completion of five (5) years of service, the employee elects to participate in the Township's 457 Deferred Compensation Plan through the deferral of a portion of his/her compensation, the Township shall also make a non-elective employer contribution equivalent to seven percent (7%) of the employee's hourly rate, up to thirty (30) hours of work per week, to the Township's 457 Deferred Compensation Plan. The amount deferred by the employee combined with the Township's non-elective employer contribution shall not exceed annual deferral limits established by the Internal Revenue Service, with respect to governmental 457(b) plans;
    b. Holidays-with-pay;
    c. Vacation;
    d. Sick leave;
    e. Compensatory time for time worked at special meetings or special events;
    f. Those medical insurance benefits provided to full-time employees as set forth in Section 1-709 above, with the following exceptions:
        i. Medical insurance will be provided for the part-time employee only and not for any spouse or dependent, and
        ii. The part-time employee shall be required to contribute 25% of the premium cost, which shall be deducted from the employee's wages pre-tax; and
    g. Those dental, vision, life, short-term and long-term disability insurance benefits provided to full-time employees as set forth in Section 1-709 above, with the following exception:
        i. If full-time employees are required to pay a portion of the premium for dental, vision, life, short-term and/or long-term disability insurance benefits, then part-time employees shall be required to contribute a portion of the premium equal to the ratio of hours worked compared to full-time employees.

4. All other regular part-time employees who are hired with the understanding that they will regularly work schedules of less than thirty (30) hours per week, including a full-time employee whose status changes to a part-time employee, will not be entitled to any benefits under this Policy.

5. Regular part-time employees, regardless of the weekly number of hours they are hired to work, and casual employees are not entitled to work remotely or to work flexible schedules unless specifically approved by the Township Manager or his/her designee. Regular part-time employees and casual employees will not submit flexible scheduling/remote work requests pursuant to Section 1-716 and Section 1-717 of this Policy, and will be permitted to work flexible schedules and/or work remotely only in limited circumstances as specifically approved by the Township Manager or his/her designee.

6. The benefits available to regular part-time employees and the conditions associated with these benefits are as follows:

   a). Regular part-time employees who are hired to regularly work schedules of at least thirty (30) hours per week are entitled to holidays-with-pay, provided that he/she is scheduled to work at least thirty (30) hours for the week in which the holiday falls, and provided that he/she has worked his/her scheduled workday immediately prior to the holiday, and provided that he/she works his/her next scheduled workday immediately after the holiday. Pay for holidays will be provided for the following holidays: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day and the employee's birthday.

   Holiday pay will consist of a regular part-time employee's regular straight time hourly rate multiplied by the pro-rated number of the most recently agreed upon weekly hours worked by regular part-time employees as compared to a full-time employee's normal workweek (37.5 hours per week). For example, a regular part-time employee who was hired to work thirty (30) hours per week and whose most recently agreed upon and scheduled work week consisted of thirty (30) hours of work will receive six (6) hours of pay for the holiday. On the other hand, a regular part-time employee who was hired to work thirty (30) hours per week but whose most recently agreed upon work schedule consisted of twenty-five (25) hours of work in a week will receive five (5) hours of pay for the holiday. Regular part-time employees will not earn compensatory time for any work performed on such holidays.

   b). Upon completion of one full year of service, regular part-time employees who are hired to regularly work schedules of at least thirty (30) hours per week will be entitled to accrue vacation. Vacation for regular part-time employees will accrue in accordance with the following schedule:

Length Service Completed (years)	Amount of Vacation Time (hours)
1	60 hours
2	72 hours
3	90 hours

15	120 hours

With respect to a full-time employee whose status changes during the calendar year to a part-time employee who regularly works a schedule of at least thirty (30) hours per week, such employee shall be entitled to the number of vacation days earned while employed as a full-time employee. Beginning with the date on which the employee becomes a part-time employee, the above-provision of Paragraph 5(b) will apply to determine the accrual of such employee's vacation days.

Alternatively, regular part-time employees may elect to be paid for the hours of vacation accrued in the previous year instead of taking these hours as vacation. For example, if a regular part-time employee, based on his/her years of service, earned 32 hours of vacation based upon the actual hours worked by that regular part-time employee in the preceding year, he/she may elect to be paid at his/her current pay rate for 32 hours, or may elect to receive 32 hours of paid vacation leave.

Upon separation from employment for any reason other than termination, regular part-time employees will receive a payout of their accrued but unused/unpaid vacation time, at his/her present rate of pay at the time of his/her separation from employment.

c). Sick leave for regular part-time employees who are hired to regularly work schedules of at least thirty (30) hours per week will be calculated at the rate of twenty (20) hours per quarter up to a total of eighty (80) hours, but will be reduced to reflect the actual hours worked by part-time employees as a ratio to the actual hours worked by full-time employees. For example, if the hours worked by a regular part-time employee in a quarter are equal to 80% of the hours worked by full-time employees, that regular part-time employee will have accrued sixteen (16) hours of sick leave for that quarter. Unused sick leave may be accrued and carried over year-to-year up to a maximum of 600 hours but may not be sold back to the Township, including unused sick leave accrued and/or carried over by a full-time employee whose status changes to a part-time employee. Regular part-time employees are not entitled to a payout of any accrued but unused sick leave upon separation from employment.

d). If regular part-time employees are directed to attend special meetings or work special events outside of their normal, scheduled work hours, regular part-time employees may elect to be paid at the appropriate pay rate (normal pay for up to 40 hours worked in a workweek, or 1.5 times the normal pay rate for hours worked in excess of 40 within a workweek) or elect to earn compensatory time (at a one-to-one ratio for hours up to 40 in a workweek, or 1.5 times the number of hours worked in excess of 40) for time spent at such special meetings or special events occurring outside of their normal, scheduled work hours.

e). Regular part-time employees who are hired to work less than thirty (30) hours per week and who occasionally work thirty (30) or more hours per week shall not be entitled to any benefits under this policy.

7. Regular part-time employees, to the extent they are entitled to benefits under this Policy, are subject to the same restrictions attendant to such benefits as are applied to full-time employees. For example, regular part-time employees must produce a doctor's certificate or cogent medical explanation in cases of potential sick leave abuse in accordance with Section 1-702 of this Policy. Likewise, vacation for regular part-time employees will not accumulate from year-to-year. The foregoing examples are illustrative and are not exhaustive of the restrictions that apply to full-time employees and which are also applicable to regular part-time employees. In cases of doubt or ambiguity, in no event shall a regular part-time employee be entitled to greater benefits or be subject to less stringent restrictions than a full-time employee is entitled to or to which a full-time employee is subject.

§ 1-716. Hours of Work—Flexible Schedules.

1. This Section 1-716, unless otherwise explicitly specified, applies exclusively to full-time employees. The Township recognizes the benefits that a flexible scheduling policy can have on employee morale, retention, and productivity. As such, full-time employees who have completed the 12-month probationary period may be eligible to participate in the Township's flexible scheduling system, subject to the conditions and procedures described in this section. It is recognized that not every employee and/or position may be suitable to work alternative/flexible schedules at all times and that not all job functions may be conducive to flexible scheduling, and as such the Township, through the Township Manager or his/her designee, reserves the discretion to implement this policy in accordance with its operational needs. Moreover, flexible scheduling must not negatively affect the workload and/or productivity of employees by shifting burdens, creating delays, or interfering with normal workflow. Employees are responsible for maintaining performance standards while working a flexible schedule. The Township Manager or his/her designee may revoke an employee's eligibility to participate in this flexible scheduling system if performance standards are not met.

2. The normal workweek for full-time employees shall be from Sunday, 12:00 a.m. to Saturday, 11:59 p.m., and the "normal business hours" of the Township are 8:30 a.m. through 4:30 p.m., Monday through Friday, with 30-minute paid (un-worked) lunch periods for employees on each day (40 paid hours per week—37.5 work hours per week/7.5 work hours per day). The workweek for employees working flexible schedules shall likewise consist of 40 paid hours per week (37.5 work hours per week, with a paid, unworked lunch period of no more than 30 minutes each day). However, employees working flexible schedules may work these 37.5 work hours per workweek on a schedule that differs from the "normal business hours" of the Township. However, whether working a normal or flexible schedule, full-time employees are expected to work no more or less than 37.5 work hours per workweek, or 75 hours over a two-week period.

3. Pursuant to this Policy, and provided that the Township Manager or his/her designee determines, in his/her discretion, that individual employees and/or positions are

suitable for participation, employees may work these hours on a schedule that differs from the normal business hours of the Township, subject to the conditions and procedures described in this section. However, in no event shall an employee be permitted to work over 37.5 work hours in a single workweek or over 75 work hours in a two-week period as part of either a normal schedule or a flexible schedule, unless explicit approval is granted by the Township Manager or his/her designee. All flexible-scheduling requests are subject to the approval of the Township Manager or his/her designee, and the Township Manager or his/her designee reserves the right to reject any flexible scheduling request, to alter work schedules, and to require employees to work during the Township's normal business hours if/when operational needs, in the Township Manager or his/her designee's discretion, require such actions. Additionally, the Township Manager or his/her designee reserves the right to suspend this flexible scheduling policy at any time if services become impaired or performance is deemed unsatisfactory.

4. A flexible schedule under this policy means a schedule where a full-time employee is permitted to work more or fewer hours on working days, and may, for example, arrive to work later than ordinarily scheduled or leave work earlier than ordinarily scheduled, or a schedule where a full-time employee works on weekends, so long as the total hours worked by such full-time employees total no more than 37.5 work hours in a single week or 75 hours over a two-week period. As such, a full-time employee may not work a flexible schedule whereby, for example, he/she works 42 hours in the first week of the flexible schedule period and 33 hours in the second week. Full-time employees may, however, as part of an approved flexible schedule, structure their flexible schedules in such a manner as to increase the length of normal workday(s) and to thus permit no more than 1 day during the Township's standard workweek to be an "off" day, provided that a total of 37.5 work hours is still worked by that employee during the applicable workweek. For example, a full-time employee may structure his/her flexible schedule, subject to the Township's approval, such that he/she works 9 hours Monday through Wednesday and 10.5 hours on Thursday, and performs no work on Friday in a given workweek. An employee who calls off on a day that he/she is scheduled to work extra hours will be charged with the number of hours he/she was scheduled to work and must either make up the extra hours within the same pay period or have the extra hours charged to sick leave or vacation leave, as applicable and appropriate.

5. Examples of potentially permissible flexible schedules are as follows:

Schedule "A"
Monday—7:30 a.m. to 5:30 p.m. (w/30 minute paid lunch period, 9.5 hours of work)
Tuesday—7:30 a.m. to 5:30 p.m. (w/30 minute paid lunch period, 9.5 hours of work)
Wednesday—7:00 a.m. to 12:30 p.m. (w/30 minute paid lunch period, 5 hours of work)
Thursday—7:30 a.m. to 5:30 p.m. (w/30 minute paid lunch period, 9.5 hours of work)
Friday—7:30 a.m. to 12:00 p.m. (w/30 minute paid lunch period, 4 hours of work)

Schedule "B"
Monday—7:30 a.m. to 5:30 p.m. (w/30 minute paid lunch period, 9.5 hours of work)
Tuesday—7:30 a.m. to 5:30 p.m. (w/30 minute paid lunch period, 9.5 hours of work)
Wednesday—7:30 a.m. to 5:30 p.m. (w/30 minute paid lunch period, 9.5 hours of work)
Thursday—7:00 a.m. to 4:30 p.m. (w/30 minute paid lunch period, 9 hours of work)
Friday—Off

Schedule "C"
Monday—8:30 a.m. to 4:30 p.m. (w/30 minute paid lunch period, 7.5 hours of work)
Tuesday—8:30 a.m. to 4:30 p.m. (w/30 minute paid lunch period, 7.5 hours of work)
Wednesday—7:30 a.m. to 12:00 p.m. (w/30 minute paid lunch period, 4 hours of work)
Thursday—8:30 a.m. to 4:30 p.m. (w/30 minute paid lunch period, 7.5 hours of work)
Friday—8:30 a.m. to 4:30 p.m. (w/30 minute paid lunch period, 7.5 hours of work)
Saturday—9:00 a.m. to 12:30 p.m. (worked remotely pursuant to § 1-717, 3.5 hours of work)

6. Full-time employees wishing to work a flexible schedule must submit requests for flexible schedules at the beginning of a pay period. Any request must cover a 2-week period and must account for 75 hours of work over each 2-week period (no more than 37.5 work hours per week). Any flexible scheduling request must provide for the same schedule in both weeks, however, the Township Manager or his/her designee reserves the right to alter an employee's flexible schedule for only 1 week if it is determined that such alteration is necessary. Flexible scheduling requests may be granted on the basis of seniority—as such, the full-time employee with the most seniority may have highest priority in the selection of his/her schedule, followed by the next most senior full-time employee, etc. Subsequent flexible scheduling requests by less senior full-time employees may be limited to the extent that the flexible scheduling requests by more senior full-time employees have been approved so as to ensure continued coverage, intra-departmental functioning, and adequate provision of services. While employees may coordinate with one another in crafting flexible scheduling requests, in no event shall a flexible schedule result in the need for overtime for any full-time employee. Moreover, there is no guarantee that a flexible scheduling request will be approved, and flexible scheduling may not be uniformly available to all employees/positions in all departments at all times. The Township Manager or his/her designee reserves the right to reject or modify any flexible scheduling request, to alter any flexible scheduling arrangement to ensure that operational needs are met and to prevent the necessity for overtime, to direct the working out of alternatives to unfeasible requests, or to otherwise comply with applicable law.

7. The Township Manager or his/her designee shall keep a record of the hours worked daily by full-time employees. Any work performed outside of, or in addition to, the pre-scheduled hours of a flexible schedule, or performed outside of, or in addition to, a full-time employee's normal working hours if not working a flexible schedule, must be pre-approved by the Township Manager or his/her designee. Employees are not permitted to perform work outside of or in addition to 37.5 work hours in a workweek or 75 work hours over a two-week period without approval from the Township

Manager or his/her designee. This includes working through the paid, unworked lunch period that is part of an employee's daily schedule, and employees may not work through this lunch period without approval from the Township Manager or his/her designee. Work must be performed in all cases during the hours scheduled as work hours. Employees violating this directive shall be subject to discipline.

8. The Township Manager or his/her designee may reassign any employee working a flexible schedule to normal hours at any time and shall ensure coverage during core hours, and some departments may be unable to offer flexible scheduling for some positions and/or during certain times of the year. The Township Manager or his/her designee may elect to continue or discontinue flexible scheduling entirely at any time.

§ 1-717. Hours of Work—Remote Work.

1. This Section 1-717, unless otherwise explicitly specified, applies exclusively to full-time employees. Remote work arrangements allow employees to work from home or from a satellite location during at least part of their workweek. The Township recognizes that the ability to work remotely can be a desirable option for employees, and that remote work can be a viable option where both the position and the employee are suited to the arrangement. However, because the services provided by the Township are necessarily public in nature, and because the Township and its employees must be available to the citizens they serve, remote work is not appropriate in all situations and is not appropriate for all types of work. Thus, remote work remains a limited exception to the general principle that Township employees must be able to interface with co-workers, supervisors, and the public, and such in-person interaction at Township offices remains an essential function for a majority of positions. Moreover, the Township Manager or his/her designee may determine that for various positions it is critical to be in the office daily to support normal business operations. Additionally, the Township Manager or his/her designee may require in-office work at any time, and as such, employees, whether scheduled to work remotely or not, should be prepared and able to arrive to the office each morning.

2. Remote work, to the extent it is permitted, is not an entitlement and in no way changes the duties and responsibilities of Township employees or the terms and conditions of employment with the Township. Employees working remotely must comply with all Township rules, policies, and regulations. Violations of this policy may subject the employee to the immediate discontinuance of the ability to work remotely and/or disciplinary action.

3. To be eligible for remote work, full-time employees must have completed their probationary period and must have a satisfactory performance record. Before being permitted to work remotely, the employee and the Township Manager or his/her designee will evaluate the suitability of remote work by reviewing the following areas: job responsibilities, employee suitability, equipment needs, and availability of suitable remote workspaces. If it is determined that an employee is eligible and suitable for remote work and that his/her position is suitable for remote work, the employee will be required to complete a three (3) month evaluation period, during which the employee will, while

working remotely, be expected to maintain regular interaction by phone and e-mail with his/her supervisor, manager, or department head, and complete weekly face-to-face meetings to discuss work progress and problems. At the end of the evaluation period, the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. In any event, performance standards and accountability for quantity and quality of work will not change due to participation in remote work. Evaluation of remote work performance beyond the evaluation period will be consistent with that received by employees working at the office in both content and frequency and will focus on work output and completion of objectives. The Township Manager or his/her designee reserves the right to revoke an employee's eligibility for remote work on a temporary or permanent basis if the Township determines that performance standards are not being met.

4. For eligible employees, remote work schedules will be submitted at the beginning of a pay period. If an employee submits a flexible scheduling request discussed in § 1-716, an employee's remote work schedule must be included with such request. As such, employees may designate a portion (no more than 22.5 hours per week, unless more hours are specifically approved by the Township Manager or his/her designee) of their requested schedule to be done remotely. Unless specifically approved by the Township Manager or his/her designee, employees may not mix remote work with in-office work on an individual day, and instead must select to either work remotely or in the office on a day-by-day basis. The Township Manager or his/her designee may in limited circumstances approve the mixture of remote work with in-office work on an individual day, provided that operations will not be adversely affected. In any event, the Township Manager or his/her designee reserves the right to reject, alter, or modify an employee's remote work schedule if, in the Township Manager's discretion, operational needs require such rejection, alteration, or modification or if the duties that an employee must perform during the requested period cannot be done remotely, or for any other reason. Likewise, the Township Manager or his/her designee may approve an employee's flexible scheduling request on the basis of the hours requested but may reject all or a portion of the remote work aspect of the request. For example, an employee may, as part of a flexible scheduling request, designate 9.5 hours of work to be performed on Monday and Tuesday from 7:30 a.m. to 5:30 p.m., with all work performed on Tuesday to be done remotely. The Township Manager or his/her designee may approve the schedule in so far as it concerns the hours of work and the starting/quitting times, but may reject the request to work remotely on Tuesday. Moreover, the approval of a remote work schedule will be contingent on the Township's ability to ensure normal office coverage, including telephone coverage, during normal business hours.

5. The Township Manager or his/her designee reserves the right to require in-person work at any time, and as such, employees should be prepared and able to arrive at the office each morning. Requests for unscheduled remote work (such as a request to work remotely made on or before a day on which an employee was scheduled to work in the office as part of his/her pre-approved schedule) will be evaluated on a case-by-case basis and may in limited circumstances be approved, subject to the discretion of the Township Manager or his/her designee, provided that such unscheduled remote work will not adversely affect operations.

6. Employees will be expected to ensure the protection of proprietary Township and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. The employee is expected to follow all Township policies and rules pertaining to security and confidentiality of information, including computer data and file security. The employee will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office. Passwords may not be stored on employee-owned equipment and security measures must be initiated whenever the computer is left unattended. Employees shall conduct work using Township-provided devices.

7. Employees must establish an appropriate work environment within their alternate location for work purposes. Employees must ensure that their physical remote workspaces are conducive to remote work. Employee should not work in an inappropriate location that is not conducive to uninterrupted, safe, and secure work completion, and the employee shall not perform work in public spaces such as restaurants, coffee shops, etc. unless doing so is necessary to performing a particular work-related job function, doing so can be done in a safe and secure manner, and pre-approval is obtained. Employees are strictly prohibited from conducting remote work in any bar or other establishment primarily serving alcohol, and employees are strictly prohibited from consuming alcohol during the employee's scheduled work hours. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by an employee in a home office location and in conjunction with his or her regular work duties are normally covered by workers' compensation. As such, employees are responsible for notifying the Township of such injuries as soon as practicable. The Township assumes no liability for injuries to a remote-working employee that occur outside of the home-work area, that are not in conjunction with their regular work duties, or that occur outside of their scheduled working hours. The employee is liable for any injuries sustained by visitors to his or her home worksite at all times. If employees engaged in remote work need to meet in person with other employees, contractors, consultants or other third parties for work-related purposes, all such in person meetings should be conducted on-site in Township offices.

8. On a case-by-case basis, the Township Manager or his/her designee will determine, with information supplied by the employee and the applicable department head, the appropriate equipment needs (including hardware, software, modems, and other office equipment) for remote work. Any equipment supplied by the Township shall be maintained by the Township. Equipment supplied by the employee, if deemed appropriate by the Township Manager or his/her designee, shall be maintained by the employee. The Township accepts no responsibility for damage or repairs to employee-owned equipment. The Township Manager or his/her designee reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Township is to be used for business purposes only. An employee receiving Township-supplied equipment must sign an inventory of all Township-property received and agree to take appropriate action to protect such property from damage or theft. Upon termination of employment, all Township property must be returned. The Township will supply employees with

appropriate office supplies (pens, paper, etc.) as deemed necessary. Employees are responsible for establishing an appropriate work environment within their home for work purposes, and the Township will not be responsible for costs associated with the setup of an employee's home office, such as remodeling, furniture or lighting.

9. Remote work is not designed to be a replacement for appropriate family care arrangements. There should be a designated person present to provide primary care during employee work hours if dependents requiring care are in the household premises. Although an individual employee's schedule may be modified to accommodate family care needs (at the sole discretion of the Township Manager or his/her designee), the Township expects that the employee will make appropriate family care arrangements as needed and that such obligations will not interfere with work obligations.

10. Remote-working employees who are not exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") will be required to accurately record all hours worked using the Township's time-keeping system. Any hours worked, whether remotely or in-office, in excess of those scheduled per day and per workweek require the advance approval of the Township Manager or his/her designee. Violations of this directive will result in disciplinary action.

11. The Township reserves the right to amend, suspend or discontinue this policy at any time, in the sole discretion of the Township Manager or his/her designee. In the event of such amendment, suspension or discontinuance, the Township will provide employees with as much advance notice as feasible. In the event of an emergency situation, including but not limited to a future pandemic, public health emergency order, natural disaster, etc., the Township Manager or his/her designee may immediately terminate this policy and issue emergency directives to all affected employees.

12. The Township's "Internet Use Policy" is incorporated herein by reference.

§ 1-718. Hours of Work—Overtime and Compensatory Time

1. This Section 1-718 shall apply to non-exempt, regular part-time employees, casual employees, and full-time employees, as specified. Overtime, where approved by the Township, shall be paid in the event any employee (whether regular part-time, casual, or full-time) works over 40 hours in a workweek. Such employee will be paid at the rate of 1 and ½ hours for every hour of overtime worked. Alternatively, full-time employees may elect to earn compensatory time in lieu of overtime payment for hours worked in excess of 40 in a workweek. Compensatory time, if elected, shall be provided at the rate of 1 and ½ hours for every hour of overtime worked. "Compensatory time" is defined as paid time off earned as a result of working overtime and selected by the employee in lieu of overtime compensation.

2. Regular part-time employees and casual employees will be paid overtime compensation for hours worked over 40 in a workweek and may not elect to receive compensatory time in lieu of such overtime payment for hours worked in excess of 40 in a workweek.

However, as set forth in Section 1-715, if regular part-time employees are directed to attend special meetings or work special events outside of their normal, scheduled work hours, regular part-time employees may elect to be paid at the appropriate pay rate (normal pay for up to 40 hours worked in a workweek, or 1.5 times the normal pay rate for hours worked in excess of 40 within a workweek) or elect to earn compensatory time (at a one-to-one ratio for hours up to 40 in a workweek, or 1.5 times the number of hours worked in excess of 40) for time spent at such special meetings or special events occurring outside of their normal, scheduled work hours. Regular part-time employees are not otherwise entitled to earn compensatory time, but will, of course, be paid overtime for any hours worked in excess of 40 in a workweek.

3. The Township shall not grant more compensatory time than it can realistically and in good faith expect to be able to grant. Regular part-time employees and full-time employees will be permitted to use their compensatory time within a reasonable period of a request to use it, provided that such use is not unduly disruptive to Township operations. For both regular part-time employees and full-time employees, all compilation of compensatory time must be utilized before December 1st in a calendar year, and neither regular part-time employees nor full-time employees will be permitted to use or accrue compensatory time during the month of December in any calendar year. Any regular part-time employee or full-time employee who works in excess of 40 hours in a workweek during the month of December in any calendar year will be paid overtime, but will not have the option to elect compensatory time for hours worked in excess of 40 during a workweek in the month of December in any calendar year. Any accumulated, unused compensatory time held by a regular part-time employee or full-time employee as of December 1st in a calendar year shall be converted to paid overtime and paid to such employee in the second pay of December. Full-time employees who work on Christmas Day will be paid at 1.5 times their normal rate for all hours worked on Christmas Day, but will not be permitted to elect compensatory time for such hours worked, as provided in Paragraph 3 of Section 1-705.

4. At separation from employment or retirement, all compensatory time compiled by any regular part-time employee or full-time employee in the year of their separation from employment or their retirement shall be paid to him or her, at his or her then present rate of pay, and shall not otherwise be used to extend his or her period of active service or employment.

5. Full-time employees may occasionally be required to attend special night meetings or to work at special events occurring outside of their normally scheduled work hours. Regardless of the actual amount of time spent at such special night meetings/special events, full-time employees will be paid a minimum of three (3) hours' pay, or may elect to receive three (3) hours of compensatory time, for time spent at such special night meetings/special events. The first 2.5 hours will be paid or earned as compensatory time at a full-time employee's normal rate, and the last .5 hours will be paid or earned as compensatory time at 1.5 times the full-time employee's normal rate. Any time spent at special night meetings/special events in excess of three (3) hours will be paid or earned as compensatory time at 1.5 times a full-time employee's normal rate. Additionally, any time worked at a special night meeting/special event that is in excess of 40 hours in a workweek will be

compensated or earned as compensatory time at 1.5 times the full-time employee's normal rate. If all time spent at a special night meeting/special event is in excess of 40 hours in a workweek, all time spent at such a special night meeting will be paid at 1.5 times the full-time employee's normal rate, in accordance with normal overtime rules. In such circumstances, full-time employees will still be paid a minimum of three (3) hours or receive a minimum of three (3) hours as compensatory time, regardless of the actual amount of time spent at such special night meetings, and these three (3) hours (or the total time spent at such special night meetings, if in excess of 3 hours) will be paid or earned as compensatory time at 1.5 times a full-time employee's normal rate. The foregoing provisions in this Paragraph (5) of this Section 1-718 apply only to full-time employees, and rules concerning compensatory time for attendance at special night meetings/special events for regular part-time employees are set forth in Section 1-715.

6. Compensatory time off at the rate of 1 and ½ times the number of hours worked shall be provided for work done on holidays (with the exception of Christmas Day, pursuant to Paragraph 3 above, for which full-time employees will be paid 1.5 times their normal rate for all hours worked but will not be permitted to earn compensatory time for hours worked on Christmas Day) in addition to an employee's normal hourly wage; however, if an employee, by virtue of working on any of these holidays, works over 40 hours in the applicable workweek, such employee, *only* with respect to the hours worked over 40, may elect to be paid at time and one-half for all hours worked in excess of 40 for the applicable workweek or (with the exception of Christmas Day, pursuant to Paragraph 3 above) may elect to receive compensatory time off at the rate of 1 and ½ times the number of hours worked in excess of 40 for the applicable workweek. Employees will not be entitled to compensatory time (or premium pay for hours worked on Christmas Day if the employee has requested to work on Christmas Day pursuant to Paragraph 2 of Section 1-705) for hours worked on a holiday if they have requested to work on a holiday pursuant to Paragraph 2 of Section 1-705, unless the hours worked on such a holiday are in excess of 40 for the applicable workweek, in which case the employee may elect to be paid at time and one-half for all hours worked in excess of 40 for the applicable workweek or (with the exception of Christmas Day, pursuant to Paragraph 3 above) may elect to receive compensatory time off at the rate of 1 and ½ times the number of hours worked in excess of 40 for the applicable workweek.

7. Notwithstanding the foregoing provisions in this Section 1-718 if any employee, whether regular part-time, casual, or full-time, works more than 37.5 hours in a week without pre-approval from the Township Manager or his/her designee, he/she shall be subject to discipline.

§ 1-719. General Behavior. [Res. 69-3, 1/30/1969; as amended by Ord. 476, 1/5/2015]

Any employee, including regular part-time employees, casual employees, and full-time employees, shall fulfill to the best of his/her ability the duties of his/her office or position. He/she should, by his/her behavior, endeavor to prove himself or herself worthy of the esteem due his/her position. In his/her official capacity, the employee or officer shall pursue the common good, be impartial, and, so that his/her impartiality be not impaired,

shall not engage in any activity or enterprise inconsistent, incompatible or in conflict with his/her duties as a Township employee. Township employees are expected to be ambassadors of the Township and not spreaders of negativity, untruths or derogatory remarks concerning their employers, superiors and fellow employees.

§ 1-720. Standard Work Rules. [Res. 16-88, 10/19/1988; as amended by Ord. 476, 1/5/2015]

1. The following Standard Work Rules in this Section 1-720 apply to all Township employees, including regular part-time employees, casual employees, and full-time employees. Any violation of the following rules may result in immediate termination:

   A. Stealing of Township property or property of others.

   B. Theft of services by use of the Township's time and/or property for personal gain.

   C. Sleeping on duty.

   D. Insubordinate acts resulting in;

      (1) Willful damage to or destruction of Township property, or the property of others.
      (2) Disobeying a supervisor's oral or written directive.

   E. Violation of safety rules or taking part in any activity, including fighting, which could create a safety hazard to oneself or others.

   F. Possession/use of intoxicating beverages, nonprescribed drugs or related illegal controlled substances, or violation of Township rules concerning medical marijuana, as set forth in sub-paragraph (4) below:

      (1) Consumption of intoxicating beverages, nonprescribed drugs, or related illegal controlled substances on Township property or in Township-owned vehicles is strictly prohibited.

      (2) Reporting for duty under the influence of intoxicating beverages, nonprescribed drugs or related illegal controlled substances is strictly prohibited.

      (3) Possession of intoxicating beverages, nonprescribed drugs, or related illegal controlled substances on Township property or in Township-owned vehicles is strictly prohibited.

      (4) The Township does not discriminate against employees on the basis that they are prescribed medical marijuana as authorized by the PA Medical Marijuana Act, and employees may use medical marijuana as prescribed during off-hours and/or away from Township property. However, reporting to work under the influence of marijuana, or using marijuana or marijuana-derived products during work hours or on Township property or in Township-owned vehicles, or

possessing medical marijuana or marijuana-derived products on Township property or in Township owned vehicles, is strictly prohibited, even if an employee is prescribed medical marijuana under the PA Medical Marijuana Act. Employees may not use medical marijuana or any marijuana derived product, regardless of whether they are prescribed to use medical marijuana and/or marijuana derived products, during work hours—including hours spent working in-office and hours spent working remotely.

G. Possession of firearms or other deadly weapons on Township property, except for fully authorized employees.

H. Providing entrance or access to Township facilities or property to unauthorized persons.

I. Release of information to unauthorized persons without proper approval or correspondence.

J. Falsifying Township records, reports, or documents.

K. Providing false information to a supervisor or member of management.

L. Failure to report for duty for three consecutive days (abandonment of position).

M. Failure to report to duty in a declared state of emergency situation without a compelling reason for absence. A state of emergency may be declared by the Chairman of the Board of Supervisors or his/her designate.

N. Violation of the Township's sexual harassment policy set forth in Township Resolution No. 9 of 2022, which is incorporated herein by reference.

O. Solicitation or acceptance of any gift, gratuity or other form of compensation of any value whatsoever by an employee which results from the performance of any duties/responsibilities associated with employment by the Township.

P. Violation of the Township's policy on the use of Internet-capable technology and equipment set forth in Township Resolution No. 10 of 2022, which is incorporated herein by reference.

2. Any violation of the following rules or combination of rules may result discipline or discharge:

A. Leaving an assigned work area without authorization or a valid reason.

B. A demonstrated pattern of inefficiency in the performance of the job assignments.

C. Any act of negligence which results in a failure to complete assigned tasks or responsibilities in a timely and/or satisfactory manner.

D. Insubordination of any nature or type other than specified Subsection 1D of this § 1-720, including harassment, or use of profane, obscene, or insulting words or gestures toward the public or any Township employee.

E. Discourteous conduct toward the public.

F. Horseplay or disorderly conduct.

G. Repeated tardiness or absenteeism without a valid reason.

H. Failure to report for duty except for illness, illness in family, or emergency, without providing notice at least ½ hour prior to scheduled reporting time, except for extenuating circumstances. Call-off times as stated in this § 1-719 may be adjusted at each facility in order to comply with each location's functional requirements. Notifications of such adjustments shall be clearly provided to all affected employees by the facility's supervisor.

I. Failure to submit, at the Township's request, a doctor's certificate or cogent medical explanation as described in § 1-702.

J. Failure to report for scheduled overtime on a weekend or prior to or after a holiday when posted at least 36 hours in advance.

K. Failure to submit a current telephone number whereby an employee can be reached, provided an employee has a phone.

L. Failure to exhibit ordinary personal hygiene, where failure reasonably threatens the employee's relations with the public or other employees by creating an unhealthy or offensive working environment. Potential hygiene-related discipline shall be handled on a case-by-case basis and in accordance with applicable law.

3. When an employee is formally charged with criminal conduct which is job-related and/or affects the public's trust and confidence in the employee and/or Township government, the Township may determine to terminate the employee. If the Township does not elect immediate termination, the following procedure may be followed. Specifically, the department head will immediately render a preliminary determination to either:

A. Allow the employee to continue to perform duties pending the outcome of the departmental investigation and final administrative determination.

B. Reassign the employee to other, less-sensitive duties pending the outcome of the departmental investigation and final administrative determination.

C. Suspend the employee without pay pending the outcome of the departmental investigation and final administrative determination.

D. In making the preliminary determination, the following factors will be considered:

(1) The nature, weight, basis and source of the criminal charges against him or her.

(2) The employee's explanation, if available.

(3) The extent to which the criminal charges and alleged conduct and surrounding circumstance may affect the public's trust and confidence in the employee and in the Township.

E. Following the preliminary determination, the department head will conduct a comprehensive investigation to determine what, if any, disciplinary action is appropriate. This investigation will be more thorough than the preliminary determination. The ultimate disciplinary decision remains in the sole discretion of the Township.

4. These specified work rules as stated in this § 1-720 are established to set forth the most obvious and the most standard of personnel work-related violations; however, work habits or an act that is not consistent with management's expectations will be addressed by management's inherent right to operate an efficient operation through discipline up to and including termination of employment. Furthermore, the foregoing provisions of this § 1-720 regarding disciplinary decision-making procedures followed by department heads, supervisors, or other Township management officials represent non-binding guidelines only, and nothing in this § 1-720 should be construed to alter or interfere with the fundamentally "at-will" nature of employment with the Township. The discipline and/or discharge of any Township employee not covered by a collective bargaining agreement or statutory civil service protection is matter reserved to the sole discretion of the Township's governing body.

§ 1-721. Resolution of Disputes.

Transparency and cooperation are important values for the Township. As such, the Township strives to maintain an open, fair, and communicative work environment for all of its employees. Employees are encouraged to address any disputes, conflicts, questions, or confusion of any kind related to their employment with their supervisors, department heads, or with the Township Manager. All concerns raised by employees shall be addressed with impartiality, understanding and fairness, and will be kept confidential. The Township will, where possible and in accordance with Township rules, policies, and regulations, work to resolve concerns raised by employees to the mutual satisfaction of the employee and the Township. Additionally, the provisions of the Township's Sexual Harassment Policy are incorporated herein by reference.

§ 1-722. Resignation. [Res. 69-3, 1/30/1969; as amended by Ord. 431, 8/20/2008; and by Ord. 476, 1/5/2015]

Any regular part-time employee, casual employee, or full-time employee desiring to resign must present his/her resignation to the department head, who will forward same to the Township Manager. The resignation must be submitted in sufficient time to allow the department head and/or the Township Manager or his/her designee to make proper replacement. Any employee failing to give such proper notice shall forfeit all benefits accrued under these rules. Sufficient notice shall be construed to be not less than two weeks.

II. Any Ordinance or Resolution or part thereof conflicting with the provisions of this Ordinance be and the same are hereby repealed to the extent of such conflict.

III. Should any part or section of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part held to be invalid.

IV. This Ordinance shall be effective immediately upon adoption.

This Ordinance adopted by the Board of Supervisors of Richland Township at a duly assembled public meeting held on the 20th day of September, 2023.

ATTEST:

Secretary

TOWNSHIP OF RICHLAND

By: _____
Raymond P. Kendrick, Chairman
Board of Supervisors

Recording Certification: This Ordinance recorded in the Township Ordinance book on September 21, 2023 by the undersigned.

Township Manager