CHARLES TOWN UTILITY BOARD
AGENDA

WEDNESDAY, FEBRUARY 9, 2022

Regular Meeting | **661 South George Street, Charles Town, WV 25414** | **4:00 PM**

CALL TO ORDER

1. **APPROVAL OF MINUTES**
   a. Approval of January 26, 2022 Regular Meeting Minutes
   UB Minutes 1.26.2022.pdf

2. **PUBLIC COMMENT**
   This portion of the agenda is designed for members of the general public to share thoughts on items of interest in the community. By law, Board members may ask clarifying questions or discuss procedural matters but are not permitted to discuss the policy merits of any issue unless it is scheduled for discussion.

   The public is invited to attend this meeting in person or via webcast (www.ctubwv.com- Board Meetings - Meeting Agendas and Minutes 2022) or by accessing the following zoom link:

   https://us06web.zoom.us/j/84334248818?pwd=Z0pEMjRISWViZG55Wit5OERwR2Jqdz09

   Meeting ID: 843 3424 8818
   Passcode: 514217
   +1 301 715 8592 US

3. **UNFINISHED BUSINESS**

4. **NEW BUSINESS**
   a. RK&K
   i. Request for Time Extension
   CTUB Task 19 - Time Extension.pdf
   ii. Scope of Work Change 1 - Task Order 19
   SWC-1 Task 19.pdf
   b. Proposed Employee Handbook Revisions
   Employee Handbook Revisions.pdf
   i. One-Time Annual Leave Payout
   One-Time Annual Leave Payout.pdf
   ii. West Virginia Retirement Plus (457 Plan)
   WV Retirement Plus (457 Plan).pdf

iii. Basic Life/Short Term Disability/Long Term Disability
Basic Life and Disability.pdf

c. Discussion on Personnel Matter- Possible Executive Session Under: WV State Code Section §6-9A-4(b)(2)(A) – Matters arising from the appointment, employment of an employee.

5. **MANAGER REPORTS**
   a. Utility Manager Report
   Final UM Report 2-9-22.pdf
   b. Chairman Report

6. **APPROVAL OF BILLS**
   a. February 9, 2022
   Board Report 2.09.2022.pdf

7. **ADJOURNMENT**

8. **INFORMATION ONLY**
   Next Meeting - February 23, 2022 at 4:00 PM

January 26, 2022

The Charles Town Utility Board held a regular meeting on January 26, 2022 at 4:00 P.M. Members of the Board present were Daryl Hennessy, Duke Pierson, Tommy Stocks, Jacquelyn Milliron and Jeff Whitten. Also present were Kristen Stolipher, April Shultz, Hoy Shingleton, and Ashley Stottlemyer. The Chairman called for changes or corrections to the January 12, 2022 regular meeting minutes. Jacquelyn suggested a change and with no objections, the Board approved the minutes as amended. The Board received no public comments.

Next, the Board took action on the Election of Officers. Tommy nominated Duke to serve as the Vice Chairman. Jacquelyn nominated Jeff to serve as the Vice Chairman. After a vote of 2-2, the Chairman voted for Duke to serve as the Vice Chairman to break the tie. Tommy agreed to continue his role as the Treasurer and with no other nominees or objections from the Board, Tommy will serve as Treasurer. Ashley agreed to continue her role as the Secretary and with no other nominees or objections from the Board, Ashley will serve as Secretary. Motion by Jeff, second by Tommy, the Board approved the new Vice Chairman, Duke, to have signature authority.

The Chairman next opened the floor for discussion on the Dewberry Water and Wastewater Capacity Improvement Fee Analysis, Task Amendment No. 1. Motion by Jacquelyn, second by Duke, the Board approved removing the item from the table. Kristen provided an evaluation on the time Dewberry has spent working on the sewer CIF analysis compared to the allotment of time listed in the contract. The original contract was $47,000.00 and the Amendment would increase the lump sum fee by $12,000.00 for additional work done with the sewer CIF and services being extended through April 2022 to allow added time for completion of the Water CIF and City Council approvals. Discussion was held by the Board. Jacquelyn amended the original motion to pay a $5,000.00 increase rather than the $12,000.00, but it failed due to a lack of a second. After much discussion by the Board, the original motion was approved by the Board. Jacquelyn opposed.

Next, the Board discussed the Liquid Engineering Water Tank Maintenance Contract. Motion by Duke, second by Tommy, the Board approved removing this item from the table. Kristen provided a schedule for the anticipated costs for the three tank groups based on the previous tank cleaning experiences. These costs would be included in the budgets over the next three years. Discussion was held by the Board. The original motion to approve the Liquid Engineering contract up to $73,000.00 over three years for tank cleaning services pursuant to the schedule outlined by Liquid Engineering was approved by the Board.

The Chairman next opened the floor for discussion on the Chemtrac Streaming Current Analyzer. Kristen mentioned this streaming current analyzer monitor helps staff monitor turbidity levels coming out of the water plant. Staff currently has a demo unit of this particular piece of equipment and would like to purchase and install one permanently at the plant. Kristen provided that she did reach out to several companies and Chemtrac was the only one to offer this equipment. Motion made by Jeff, second by Tommy, with discussion from the Board, the Board approved the purchase of the Chemtrac Streaming Current Analyzer for up to $10,700.00.

The Board next discussed the 120Water Lead and Copper Compliance. Kristen stated last year was the first year working with 120Water to assist with the lead and copper reporting requirements. She presented the renewal to the Board along with a partnership to assist staff implement the new EPA lead and copper rule by 2024, giving a total contract cost of $45,089.00. Discussion was held by the Board. Motion by Tommy, second by Duke, with further discussion from the Board, the Board approved moving forward with the contract with 120Water for Lead and copper compliance.

Next, the Board discussed the 6th Avenue Tank – T-Mobile 5th Lease Amendment. Kristen provided the 5th lease amendment for the 6th Avenue tank is to add additional equipment to the tank. Hoy reviewed the agreement finding no issues. Motion by Jeff, second by Tommy, the Board approved the T-Mobile Lease Amendment.

Next, the Board discussed the Sewer Vac Truck purchase. Kristen briefed the Board on the possible purchase of a larger sewer vac truck that has the ability to haul from the various locations. Staff recently looked at a used vac truck which ultimately wasn't what staff wanted, but Kristen wanted to get feedback from the Board to see if it was something they wished to pursue in the future. Currently staff has an outside consultant haul sludge, grease, etc. so pursing a purchase of a vac truck could result in a cost savings. It was added to the agenda as a potential executive session item to discuss bidding options however executive session was not necessary as staff is not ready at this time to proceed with a specific vehicle purchase. At a later date the possible purchase of this type of vehicle will be included in a Capital Plan. The Board held discussions.

The Utility Manager Report was next addressed. Kristen briefed the Board on this month's sewer and water efforts including the retirement of an employee, the completion of the financial statements, completion of the audit, and the award of a second source water protection grant. She also mentioned City Council approved the recommended CIF to the ordinance committee, a study by WVU on monitoring Covid in wastewater, and a piping issue at the water plant that resulted in water damage over the weekend. Kristen also provided an update on the sewer projects currently at the WV IJDC. The Board held discussions on the report. The Chairman had no updates for the Chairman report.

The Board next discussed the Approval of Bills. Motion by Tommy, second by Duke, with discussion from the Board, the Board approved the payment of bills. With no objections, the Board adjourned the meeting at 5:17 P.M. The February 9th regular meeting will be held beginning at 4:00 p.m.

_____ _____

Chairman Secretary

159 Plaza Drive | Keyser, WV 26726 | P 304.788.3370 | F 304.788.3577 | www.rkk.com

February 3, 2022

Kristen Stolipher, Utility General Manager
Charles Town Utility Board
661 S. George Street, Suite 101
Charles Town, WV 25414

Reference: **CTUB Task 19 – 2022 Collection System Project**

Subject: **45 Day Time Extension**

Dear Kristen:

RK&K appreciates the opportunity to provide services to the Utility Board associated with the 2022 Collection System Project; however, due to the complexity of the design and coordination between multiple entities, RK&K will need additional time to finalize the design. As a result, RK&K requests a time extension of 45-days from the Utility Board before submitting of final design phase documents for review and approval.

Reviewing the overall project schedule, this 45-day time extension will not negatively impact the proposed schedule of the project.

Should there be any questions or need for additional information on this request please feel free to contact Rhiannon Dodge or myself.

Very truly yours,

RUMMEL, KLEPPER & KAHL, LLP

John W. Cole, PE
Senior Manager, Municipal Engineering

cc: Rhiannon Dodge, RK&K
File

CHARLES TOWN UTILITY BOARD
WATER/SEWER SYSTEMS UPGRADE PROJECTS

RUMMEL, KLEPPER & KAHL, LLP

TASK NO. 19
SCOPE OF WORK CHANGE NO. 01

PROFESSIONAL ENGINEERING & SURVEYING SERVICES

2022 COLLECTION SYSTEM PROJECT
CONSTRUCTION PHASE SERVICES

January 18, 2022

Being a part of Agreement Between
Charles Town Utility Board and Rummel, Klepper & Kahl, LLP
dated November 13, 2019

This Scope of Work Change No. 01 to Task No. 19 dated January 18, 2022, to the Agreement between Charles Town Utility Board (CTUB) and Rummel, Klepper, and Kahl, LLP (RK&K) dated November 13, 2019, is to provide engineering construction phase services for the modifications for the project described in Task No. 19 dated August 20, 2021. Professional engineering services for the construction project will include permitting and bidding phase assistance, along with construction engineering, and inspection phase services throughout construction.

Scope of Services

The following summarizes RK&K's services as part of this Task:

Bidding Phase Assistance

1. RK&K will assist CTUB staff in advertising project for bid, conducting pre-bid meeting, preparing minutes of meeting, issuing addendums, attending bid opening, preparing bid tabulation, and recommending award of contract in accordance with Section 2.4 of the Agreement.
    a. For this Task Order, RK&K has assumed a single construction project.
2. RK&K will provide conformed drawing files (in dwg format) of the bidding plans to the Charles Town Utility Board for record purposes.

Construction Phase Assistance

1. RK&K will prepare notice of award for submission to Contractor, agreement, review of contract documents (bonds, insurance, etc.) and notice to proceed.
2. RK&K will provide construction phase services in accordance with Section 2.5 of the Agreement.
3. RK&K will provide RPR services in accordance with the Agreement Exhibit A.
4. RK&K will assist CTUB staff with pump station startups in accordance with Section 2.6 of the Agreement.

5. RK&K will provide record drawings of the contractor(s) as-builts in accordance with Section 3.1.2 of the Agreement.

Schedule

Subject to weather and CTUB review time, RK&K anticipates that the bidding phase will be four (4) months followed by an 18-month construction phase, 13-months of which is estimated to be actual construction requiring inspection and construction progress meetings. The extended construction schedule is a result of anticipated sequencing of system phases for demolition, construction and startup which cannot occur simultaneously. Impacts to the schedule may occur outside of RK&K's and CTUB's ability to control (i.e. regulatory, permitting approvals, material availability, etc.).

Estimated Person-Hours per Phase by Category, Engineer's Consultant Costs and Other Direct Costs

A fee derivation is attached as Page 4 which includes RK&K's estimated person-hours by category and other direct costs anticipated to complete the work for this project.

Materials and Resources Required of CTUB

- CTUB will be responsible for paying any permitting and regulatory agency fees.
- CTUB will be responsible for all construction related materials and equipment.

Estimated Not-To-Exceed Fee

RK&K will provide the scope of services described above at an amount equal to Engineer's Direct Labor Costs times a factor of 2.7 for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses.

The total estimated Not-to-Exceed fee to perform the work is $421,400.00 based on the following breakout of costs:

- Bidding Phase $ 8,300.00
- Construction Admin. $ 198,400.00
- Resident Project Rep. $ 214,700.00

Task Order Summary

Original Task No. 19 (Design Phase):	$ 112,500.00
Net Change for Prior Amendments:	$ 0.00
This Amendment Amount:	$ 421,400.00
Adjusted Not-to-Exceed Amount:	$ 533,900.00

Authorization

This Scope of Work Change No. 01 to Task No. 19, CTUB 2021 Collection System Project, dated January 18, 2022, and being a part of the Agreement between Charles Town Utility Board and Rummel, Klepper & Kahl, LLP for Engineering Services for Water/Sewer Systems Upgrade Projects dated November 13, 2019, is approved by the following duly authorized officials:

Engineer: RUMMEL, KLEPPER & KAHL, LLP

_____	01/18/2022
John W. Cole, PE Senior Manager, Municipal Engineering	Date

Owner: CHARLES TOWN UTILITY BOARD

_____	_____
Daryl Hennessy Chairman	Date

LABOR DERIVATION FOR RK&K - 01/18/2022

CTUB 2022 COLLECTION SYSTEM PROJECT - BIDDING AND CONSTRUCTION PHASE SERVICES

		RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2-man	CADD Operator / Technician	Construction Inspector	Totals
Bidding Phase	1	Pre-bid meeting	4		4	4							12
	2	Respond to questions - prepare addendum	2		16	4		4			4		30
	3	Review bids - letter of recommendation	4		16								20
		Subtotal - Labor Hours	**10**	**0**	**36**	**8**	**0**	**4**	**0**	**0**	**4**	**0**	**62**
												Subtotal RK&K Fee - Bidding Services	**$ 7,800.00**
			Direct Costs									**Total Non-Labor Direct Costs**	**$ 500.00**
												Total Fee - Bidding Phase	**$ 8,300.00**

		RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2-man	CADD Operator / Technician	Construction Inspector	Totals
Construction Administration Services	1	Kick off meeting and 13 progress meetings	16		106	84							206
	2	Construction coordination	70		560	160		40					830
	3	Shop drawing review	4		80	100		40					224
	4	RFI review and response	4		40	20		20					84
	5	Substantial completion walk-through and punch list			16	16		8					40
	6	As-builts / Record Drawings			16			1			80	10	107
	7	Equipment Startup			20	40		10					70
	8	Post-Construction assistance / Project Close Out	6		24								30
		Subtotal - Labor Hours	**100**	**0**	**862**	**420**	**0**	**119**	**0**	**0**	**80**	**10**	**1,591**
												Subtotal RK&K Fee - Construction Administration Phase	**$ 195,600.00**
			Direct Costs									**Total Non-Labor Direct Costs**	**$ 2,800.00**
												Total Fee - Construction Administration	**$ 198,400.00**

		RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2-man	CADD Operator / Technician	Construction Inspector	Totals
Construction Inspection Services	1	Field inspection (13 Months)										2,086	2,086
		Subtotal - Labor Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,086**	**2,086**
												Subtotal RK&K Fee - Inspection Services	**$ 174,600.00**
			Direct Costs									**Total Non-Labor Direct Costs**	**$ 40,100.00**
												Total Fee - Construction Inspection	**$ 214,700.00**

TOTAL ENGINEERING FEE	**$ 421,400.00**

CHARLES TOWN UTILITY BOARD
WATER/SEWER SYSTEMS UPGRADE PROJECTS

RUMMEL, KLEPPER & KAHL, LLP

TASK NO. 19

PROFESSIONAL ENGINEERING & SURVEYING SERVICES

2021 COLLECTION SYSTEM PROJECT

August 20, 2021

Being a part of Agreement Between
Charles Town Utility Board and Rummel, Klepper & Kahl, LLP
dated November 13, 2019

This Task No. 19 dated August 20, 2021, to the Agreement between Charles Town Utility Board (CTUB) and Rummel, Klepper, and Kahl, LLP (RK&K) dated November 13, 2019, is to provide professional engineering and surveying services for designing the modifications to the Flowing Springs Pump Station (FSPS) and Evitt's Run Interceptor, as detailed in the August 2021 Facility Plan. Task No. 19 also includes combining all the individual projects detailed in the Facility Plan into a single construction project. Professional engineering services for the construction project will include permitting and bidding phase assistance, along with construction engineering, and inspection phase services throughout construction.

Scope of Services

The following summarizes RK&K's services as part of this Task:

Design Phase Services

1. RK&K will perform the necessary field surveys to locate existing rights-of-way and property lines, utilities, topographic features, and other relevant information in accordance with Section 3.1.11 of the Agreement.
2. RK&K will prepare preliminary plans in accordance with Section 2.2 of the Agreement for the FSPS Upgrades as described in the Facility Plan.
    a. FSPS will be designed around the anticipated 20-year development stated in the 2021 CTUB Sewer Strategic Plan and the existing flows to the FSPS as summarized on the omnisite.
3. RK&K will prepare preliminary plans in accordance with Section 2.2 of the Agreement for the Evitt's Run Interceptor as described in the Facility Plan.
    a. Evitt's Run Interceptor capacity will be designed around the anticipated 20-year development stated in the 2021 CTUB Sewer Strategic Plan and the existing flows in the Evitt's Run Interceptor predicted by the RK&K Sewer Model.
4. RK&K will submit the preliminary design to the CTUB Staff for review, approval, and authorization to proceed to final design plans.
5. RK&K will prepare the plans, specifications, and contract document in accordance with Charles Town Utility Board standards.

6. RK&K will contact environmental review agencies and other stakeholders to obtain clearances for construction of project in accordance with Section 2.3 of the Agreement.

7. RK&K will perform courthouse research (online) along with preparing the necessary easement plat(s) and description(s) for the project.

    a. Easements for the Evitt's Run Interceptor are excluded as it is assumed the sewer line will be placed within existing easements.

8. With concurrence from CTUB Staff on the preliminary design, RK&K will proceed with preparing and submitting final design to the CTUB Staff for review and approval.

9. Upon receipt of CTUB Staff final design comments, RK&K will revise the final design, incorporating review comments, and prepare the necessary bidding related documents.

Bidding Phase Assistance

1. RK&K will assist CTUB staff in advertising project for bid, conducting pre-bid meeting, preparing minutes of meeting, issuing addendums, attending bid opening, preparing bid tabulation, and recommending award of contract in accordance with Section 2.4 of the Agreement.

    a. For this Task Order, RK&K has assumed a single construction project.

2. RK&K will provide conformed drawing files (in dwg format) of the bidding plans to the Charles Town Utility Board for record purposes.

Construction Phase Assistance

1. RK&K will prepare notice of award for submission to Contractor, agreement, review of contract documents (bonds, insurance, etc.) and notice to proceed.

2. RK&K will provide construction phase services in accordance with Section 2.5 of the Agreement.

3. RK&K will provide RPR services in accordance with the Agreement Exhibit A.

4. RK&K will assist CTUB staff with pump station startups in accordance with Section 2.6 of the Agreement.

5. RK&K will provide record drawings of the contractor(s) as-builts in accordance with Section 3.1.2 of the Agreement.

Schedule

Subject to weather and CTUB review time, RK&K anticipates six (6) months to perform the field survey, preparation of drawings, permitting, etc. from issuance of notice to proceed. RK&K anticipates that the bidding phase will be four (4) months followed by an 18-month construction phase, 15-months of which is estimated to be actual construction requiring inspection and construction progress meetings. The extended construction schedule is a result of anticipated sequencing of system phases for demolition, construction and startup which cannot occur simultaneously. Impacts to the schedule may occur outside of RK&K's and CTUB's ability to control (i.e. regulatory, permitting approvals, material availability, etc.).

Estimated Person-Hours per Phase by Category, Engineer's Consultant Costs and Other Direct Costs

A fee derivation is attached as Pages 4 and 5 which includes RK&K's estimated person-hours by category and other direct costs anticipated to complete the work for this project.

Materials and Resources Required of CTUB

- CTUB will be responsible for providing available mapping to facilitate RK&K's design.
- CTUB will be responsible for providing flow meter data for the FSPS.
- CTUB will be responsible for providing portable flow meter data at points throughout the system requested by RK&K.
- CTUB will be responsible for paying any permitting and regulatory agency fees.
- CTUB will be responsible for all construction related materials and equipment.

Estimated Not-To-Exceed Fee

RK&K will provide the scope of services described above at an amount equal to Engineer's Direct Labor Costs times a factor of 2.7 for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses.

The total estimated Not-to-Exceed fee to perform the work is $636,200.00 based on the following breakout of costs:

- Design Phase $112,500.00 — APPROVED THIS PHASE ONLY DPH
- Bidding Phase $ 8,300.00
- Construction Admin. $259,100.00
- Resident Project Rep. $256,300.00

Authorization

This Task No. 19, CTUB 2021 Collection System Project, dated August 20, 2021, and being a part of the Agreement between Charles Town Utility Board and Rummel, Klepper & Kahl, LLP for Engineering Services for Water/Sewer Systems Upgrade Projects dated November 13, 2019, is approved by the following duly authorized officials:

Engineer: RUMMEL, KLEPPER & KAHL, LLP

08/20/2021

John W. Cole, PE — Date
Senior Manager, Municipal Engineering

Owner: CHARLES TOWN UTILITY BOARD

8-25-21

Daryl Hennessy — Date
Chairman

FEE DERIVATION FOR RK&K - 08/20/2021

CTUB 2021 COLLECTION SYSTEM PROJECT - DESIGN, PERMITTING, BIDDING AND CONSTRUCTION PHASE SERVICES

		RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2-man	CADD Operator / Technician	Construction Inspector	Totals
Preliminary Design Phase	1	Kickoff meeting	4		4	4							12
	2	Site evaluation			16	16		8					40
	3	Survey		4	8				16	40			68
	4	Easements		4					16	24			44
	5	Permit Evaluation			4								4
	6	G Sheets			1						16		17
	7	Sequence	4		16	16					16		52
	8	Flowing Springs PS	4			80		80					164
	9	Evitt's Run (2 sheets)	1		16						24		41
	10	Compile with Jefferson Park, Burr East, Moose Lodge, Jett's Farm, Forrest Ave	1		4	4					16		25
	11	Erosion and Sediment Control	1		1						8		10
	12	Traffic Control	1		1						8		10
	13	Details			1						8		9
	14	Specifications	4		10	40		20					74
	15	Review Meeting	4		4	4							12
	16	Construction Cost Estimate			16	16							32
	17	Quality Control/Quality Assurance	4	4									8
		Subtotal - Labor Hours	28	12	102	180	0	108	32	64	96	0	622
												Subtotal Labor Costs	$ 68,200.00

		RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2-man	CADD Operator / Technician	Construction Inspector	Totals
Final Design Phase	1	G Sheets			1						8		9
	2	Sequence	4		8	8					8		28
	4	Flowing Springs PS	8			40		40					88
	5	Evitt's Run (2 sheets)	1		8		8				24		41
	6	Compile with Jefferson Park, Burr East, Moose Lodge, Jett's Farm, Forrest Ave	1		4	4					8		17
	7	Erosion and Sediment Control	1		1						8		10
	8	Traffic Control	1		1						8		10
	9	Details			1						8		9
	10	Specifications	8		10	20		20					58
	11	Permitting			16	8					20		44
	12	Construction Cost Estimate			16	16							32
	13	Bidding and Contract Documents	6		8								14
	14	Review Meeting	4		4	4							12
	15	Quality Control/Quality Assurance	4	4									8
		Subtotal - Labor Hours	38	4	78	100	8	60	0	0	92	0	380
												Subtotal Labor Costs	$ 43,300.00

	RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2-man	CADD Operator / Technician	Construction Inspector	Totals
Design Phase	Total Labor Hours - Design	66	16	180	280	8	168	32	64	188	0	1,002
											Total Labor Fee - Design	$ 111,500.00

	Non-Labor Task	Round Trip	No	Totals	
Direct Costs	Mileage	160	5	$ 500.00	
	Printing			$ 500.00	
				$ -	
				Total Non-Labor Direct Costs	$ 1,000.00
				Total Fee - Design Phase	$ 112,500.00

FEE DERIVATION FOR RK&K - 08/20/2021

CTUB 2021 COLLECTION SYSTEM PROJECT - DESIGN, PERMITTING, BIDDING AND CONSTRUCTION PHASE SERVICES

Bidding Phase

	RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2 man	CADD Operator / Technician	Construction Inspector	Totals
1	Pre-bid meeting	4		4	4							12
2	Respond to questions - prepare addendum	2		16	4		4			4		30
3	Review bids - letter of recommendation	4		16								20
	Subtotal - Labor Hours	10	0	36	8	0	4	0	0	4	0	62
											Subtotal RK&K Fee - Bidding Services	$ 7,800.00

	Non-Labor Task	Round Trip	No	Totals	
Direct Costs	Mileage	160	1	$ 100.00	
	Printing			$ 400.00	
				Total Non-Labor Direct Costs	$ 500.00
				Total Fee - Bidding Phase	$ 8,300.00

Construction Administration Services

	RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2 man	CADD Operator / Technician	Construction Inspector	Totals
1	Kick off meeting and 15 progress meetings	24		120	96							240
2	Construction coordination	80		960	240		40					1,320
3	Shop drawing review	4		80	100		40					224
4	RFI review and response	4		40	20		20					84
5	Substantial completion walk-through and punch list			16	16		8					40
6	As-builts / Record Drawings			20						80	10	110
7	Equipment Startup			20	60		10					90
8	Post-Construction assistance / Project Close Out	8		40	8							56
	Subtotal - Labor Hours	120	0	1,296	540	0	118	0	0	80	10	2,164
											Subtotal RK&K Fee - Construction Administration Phase	$ 256,300.00

	Non-Labor Task	Round Trip	No	Totals	
Direct Costs	Mileage	160	20	$ 1,800.00	
	Printing	120	10	$ 1,000.00	
				Total Non-Labor Direct Costs	$ 2,800.00
				Total Fee - Construction Administration	$ 259,100.00

Construction Inspection Services

	RK&K Labor Task	Manager	Project Engineer	Associate Engineer	Mechanical Engineer	Civil Engineer	Electrical Engineer	Survey Technician	Survey Crew 2 man	CADD Operator / Technician	Construction Inspector	Totals
1	Field inspection (15 Months)										2,431	2,431
	Subtotal - Labor Hours	0	0	0	0	0	0	0	0	0	2,431	2,431
											Subtotal RK&K Fee - Inspection Services	$ 210,040.00

	Non-Labor Task			Totals	
Direct Costs	Mileage (200 miles per week)	12000	$0.56/mile	$ 6,720.00	
	Lodging (4 nights per week)	240	$96/night	$ 23,040.00	
	Meals	300	$55/day	$ 16,500.00	
				Total Non-Labor Direct Costs	$ 46,260.00
				Total Fee - Construction Inspection	$ 256,300.00

TOTAL ENGINEERING FEE $ **636,200.00**

CITY OF CHARLES TOWN

DRAFT

EMPLOYEE HANDBOOK

Adopted: December 17, 2018

Effective: February 1, 2019

REVISED: February 10, 2022

Version 2022.01

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Chapter 1 - Welcome

1.01 Welcome

Welcome. You have just joined a dedicated team of employees and managers. We hope that your employment with the City of Charles Town (City) will be rewarding and challenging. We take pride in our employees as well as the services we provide. We consider ourselves a leader in municipal government focused on providing high quality services and outstanding customer service. We strive to make the City a great place to live, work, and play.

The policies outlined in this manual apply to all city employees including those working in the police, utilities, and parks departments. Please take the time to read this employee handbook carefully. Sign the acknowledgment at the end to show that you have read, understand, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The City reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

Please understand that no employee handbook can address every situation in the work place. If you ever have questions about your employment, you are encouraged to ask them of your direct supervisor. Likewise, if you have any suggestions for improving the City's policies or procedures, please let your direct supervisor or the City Manager know. We encourage our staff to always be searching for opportunities for continuous improvement.

We wish you success in your employment here at the City of Charles Town!

All the best,

Robert M. Trainor
Mayor

1.02 At-Will Employment

Your employment with the City is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the City at any time, with or without notice and with or without cause. Employment of city police officers is governed by the civil service code provisions for municipal corporations as set forth by West Virginia Code.

Nothing in the employee handbook or any other City document should be understood as creating guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment.

1.03 Services Knowledge

As an employee of City of Charles Town, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the City. We consider our employees to be the best reflection of our community brand and City success.

1.04 Citizen and Visitor Relations

We strive to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, please notify your supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, please inform your supervisor or a member of management. Lastly, please make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our City as a leader in its field.

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Chapter 2 - Introductory Language and Policies

2.01 About the City

The City of Charles Town boasts a rich history with prominent historical sites and cultural assets. The City is in Jefferson County, part of the Eastern Panhandle of West Virginia, and is near the Baltimore and Washington, DC metropolitan areas. Charles Town is an attractive, affordable, and vibrant community that attracts residents and visitors from all over the country.

2.02 Ethics Code

The City will conduct its business honestly and ethically. We strive to improve the quality of our services, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity.

We expect that all employees will not knowingly misrepresent the City and will not speak on behalf of the City unless specifically authorized to do so. The confidentiality of trade secrets, proprietary information, and similar confidential sensitive information about our City, citizens, or operations that is protected from public disclosure is to be managed responsibly.

Violation of these ethical standards can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether the violator cooperated in any subsequent investigation.

2.03 Vision Statement

The City of Charles Town is a community that offers an exceptional quality of life for all residents by: (1) promoting access to jobs and livelihoods; (2) providing well-planned, safe, and secure neighborhoods; (3) delivering quality public services; (4) preserving and promoting its unique history and cultural heritage for residents and visitors alike to enjoy; and (5) stimulating a business friendly culture that embraces innovation and encourages entrepreneurship, business development, and growth.

2.04 Revisions to Handbook

This employee handbook is the City's attempt to keep you informed of the terms and conditions of your employment, including its policies and procedures. The handbook is not a contract. The City reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies, procedures, or guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook and distributed electronically (email).

2.05 Definition of "Supervisor."

Employees of the City of Charles Town will work for one of three components of City government: City Hall, the City of Charles Town Police Department or the Charles Town Utility Board. The term "supervisor" is used throughout this handbook and is hereby identified as the following for each of these divisions:

City Hall – Your supervisor is the City Manager;

City of Charles Town Police Department– Your supervisor is the Chief of Police;

Charles Town Utility Board – Your supervisor is the Utility Manager.

2.06 Conflicting Provisions (Police Department Employees)

State and federal statutes and regulations covering civil service Police Department employees and rules issued by the respective Police Civil Service Commission shall take precedence over any conflicting provisions in this Employee Handbook.

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Chapter 3 - Hiring and Orientation Policies.

3.01 EEO Statement and Non-Harassment Policy

Equal Opportunity Statement

Our City is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations, including the City's Non-Discrimination Ordinance. Each employee will receive a copy of this Ordinance at the time of their initial hire. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex, familial status, pregnancy, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, blindness, sexual orientation, gender identity, or any other status protected by federal, state, or local laws. The City is dedicated to the fulfillment of this policy in all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The City will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the City's Equal Employment Opportunity Policy in a confidential manner. The City will take appropriate corrective action, if and where warranted. The City prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the City's Equal Employment Opportunity Policy.

We are all responsible for upholding the City's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of the City Manager or his/her designee.

Policy Against Workplace Harassment

The City as a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, national origin, ancestry, religion, sex, familial status, pregnancy, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, blindness, sexual orientation, gender identity, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

3.01.A Sexual Harassment

Sexual harassment is defined as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or

condition of an individual's employment, (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment: (a) unwelcomed requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcomed; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to the City or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

3.01.B Other Harassment

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, color, national origin, ancestry, religion, sex, familial status, pregnancy, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, blindness, sexual orientation, gender identity, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the City's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

3.01.C Reporting Discrimination and Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor or the City Manager. If the employee’s supervisor or the City Manager is involved in any way in the alleged harassment or other

discriminatory conduct, the matter should be immediately reported to a member of the City's Personnel Committee.

The City prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

The City Manager or his/her designee will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit and report the findings of the investigation to the City Council Personnel Committee (Committee). If any claim of harassment is levied against the City Manager, an independent person or organization acceptable to the Committee will investigate the matter and reports its findings back to the same. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and termination. If the City Manager, or the Committee as appropriate, determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the City Manager and Committee will monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the City Manager, or Committee if appropriate, will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

3.02 Disability Accommodation

The City complies with federal and state disability regulations, including the Americans with Disabilities Act (ADA). Qualified applicants or employees who inform the City of a physical or mental disability requiring accommodation for them to perform the essential functions of their jobs should inform their immediate supervisor or the City Manager of this so that we can together discuss what accommodations are available and appropriate.

Procedure for reasonable accommodation requests:

- employee advises their immediate supervisor or the City Manager of the need for accommodation. The employee completes a Request for Accommodation form and gives it to his or her supervisor;
- the accommodation request will be discussed with the employee and the employee's supervisor(s);
- the employee may be required to provide documentation supporting a disability, including medical certification;
- if a reasonable appropriate accommodation is readily available, the request will be approved and the accommodation implemented; and
- if an accommodation is not readily ascertainable, the matter will be pursued further with assistance from appropriate external resources.

The City will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the City will consider are cost, the effect that an accommodation will have

on current established policies, and the burden on operations, including other employees, when determining a reasonable accommodation.

3.03 Posting of Openings

The City desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the employee bulletin boards, as well as on the City's website.

3.04 Conflicts of Interest

The City is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, citizen relations, safety, security, and morale. Any actual or potential conflict of interest between an employee of the City and a person or organization seeking to do business or employment with the City, must be disclosed by the employee to their immediate supervisor or the City Manager. If an actual or potential conflict of interest is determined to exist, the City will take such steps as it deems necessary to reduce or eliminate this conflict.

3.05 Employment of Relatives and Friends

The City will not employ friends or relatives in circumstances where actual or potential conflicts may arise which could compromise supervision, safety, confidentiality, security, and morale at the City. It is your obligation to inform the City of any such potential conflict so the City can determine how best to respond to the situation. Employees must not be involved in decisions as to hiring, evaluation, compensation, promotion, demotion, or discipline of family members or members of their household.

3.06 Job Descriptions

The City attempts to maintain a job description for each position. If you do not have a copy of a current job description you should request one from your supervisor. Job descriptions prepared by the City serve as an outline only. Due to the business needs of the City, you may be required to perform job duties not within your written job description. Furthermore, the City may have to revise, add to, or delete from your job duties according to City needs. On occasion, the City may need to revise job descriptions with or without notice to the employee.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor, the City Manager or his/her designee.

3.07 New Employees and Introductory Periods

The first 90 days of your employment is considered an introductory period and vacation leave will be restricted (see Section 7.14). During this period, you will become familiar with the City and your job responsibilities. During this time, we

will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the City can be shortened or lengthened as deemed appropriate by your supervisor and the City Manager. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.08 Training Program

In most cases, and for most departments, employee training is done on an individual basis by the supervisor or his/her designee. Even if an employee has had previous experience in their specific functions, it is necessary for them to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, please consult your immediate supervisor.

3.09 Employment Authorization Verification

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform your supervisor.

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Chapter 4 - Wage and Hour Policies

4.01 Introduction

An employee's pay depends on a wide range of factors, including pay scale surveys, individual effort, budgetary considerations, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, please speak with your supervisor.

4.02 Pay Period

The standard pay period is bi-weekly. Pay dates are every other Friday with a total of 26 pays per year. Special provisions may be required from time to time if holidays fall on paycheck dates. Please inquire of your supervisor if this type of issue arises.

4.03 Paycheck Deductions

The City is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments. Civil service employees are not subject to Social Security withholdings. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, optional retirement plans, or other services. Your deductions will be reflected in your wage statement.

Contact your supervisor or the City Manager or his/her designee for any questions about your paycheck.

4.04 Direct Deposit

All employees are encouraged to enroll in direct deposit. If you would like to take advantage of direct deposit, ask your supervisor or the City Manager or his/her designee for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written pay stub will be provided.

4.05 Recording Time

Federal and state laws require us to keep accurate records of hours worked by nonexempt (hourly) employees. Every nonexempt employee of the City is required to enter his or her hours worked accurately, including all lunch periods and any breaks of more than 15 minutes. Employees are required to notify their

immediate supervisor of any pay discrepancies, unrecorded or inaccurate work hours, or any involuntary missed lunch periods.

Do not complete the time sheet of any other employee or request that they do so for you. For certain employees, time sheets are completed by supervisors. Please be sure to indicate your days off (i.e. vacation, sick, etc.). Any changes to your time card must be approved and initialed by your supervisor. Time sheets are to be turned in to your supervisor by the end of day on the Monday of each pay week.

Falsification of time records or recording time for another employee may result in discipline, up to and including termination of employment.

4.06 Travel Time Pay

Some nonexempt positions within the City require travel. The City pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is Monday – Friday 8:30-5:00 p.m. If you have any questions regarding how to account for travel time, please see your supervisor.

4.07 Overtime Authorization for Nonexempt Employees

If you are a non-exempt employee, you may qualify for overtime pay. All overtime must be approved in advance and in writing by your supervisor, unless otherwise authorized.

At certain times, the City may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including termination of employment.

Over time pay of one and one-half times an employee's regular rate of pay or average pay rate (if you perform work at different pay rates during the relevant week) is paid for any hours worked over 40 hours in a workweek. Time taken for bereavement leave, jury duty leave, voting leave, sick leave, as well as flex time and comp time and hours paid but not worked on a holiday, do not count as time worked for purposes of computing over time.

4.08 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable notice to your supervisor. Employees may be required to provide documentation of any medical or other excuse for being absent or late.

The City reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

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4.09 Job Abandonment

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three (3) consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from the City.

4.10 Inclement Weather Policy and Unforeseen Operations Interruption

It is the policy of the City of Charles Town to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, due to weather or other immediate unforeseen operations interruption, the City Manager reserves the right to close the city offices. Should this occur, the City Manager will contact all managers, including the Chief of Police and the Utility Manager, and advise them to alert their employees. Notice of closure of city offices will also be posted on Facebook and on the doors to City Hall. The City Manager will also notify the Mayor and all members of city council. When inclement weather conditions warrant and at the discretion of the City Manager, a liberal leave policy may be utilized allowing employees who are uncomfortable traveling in the adverse conditions to use any accrued leave or take time off without pay if the employee deems it necessary. Liberal leave is not available for police officers or maintenance crew members.

Closure of the city pool for inclement weather shall be determined by the Parks Manager in consultation with the Pool Manager.

City Offices Closed

If the city offices are announced to be closed on a given day, all staff will receive regular pay for the day of closure. All civil service and non-exempt employees that are required to work when city offices are closed will receive additional pay at one and one-half times their normal rate of pay for actual hours worked during the closure.

City Offices Open

If the city offices remain open on an adverse weather day, the employee may work remotely pursuant to Section 6.02 Telecommuting Policy of this handbook and with the approval of their supervisor. An employee with a job classification that does not lend itself to working remotely and who is eligible for liberal leave mayelect not to report to work and may elect to: 1) use any accrued vacation time for the missed day; or 2) the employee will not be paid for the day. Regardless of whether the city offices remain open on an inclement weather day, it is each employee's decision to determine if they can safely arrive at work under the conditions. If an employee elects not to work on such a day, the city requires the courtesy of a phone call to your manager or supervisor advising as to your status for the day, prior to the beginning of the workday.

Unforeseen Operations Interruption

During any period of time in which city operations are disrupted for a prolonged period of time, defined as more than one calendar week, City Council may, as defined and adopted by resolution, approve special emergency pay, which may or may not include compensation at one and one half times an employee's regular rate of pay, for personnel who are required to report to work during this period of time and who do not have the capability to productively telework.

Questions about this policy should be addressed to the department manager or the City Manager.

4.11 Travel Expenses

The purpose of this policy is to define employee travel rules and the authority for incurring and approving travel expenses.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved City business trips. City travel is limited to business activities for which other means of communication are inadequate and for which prior approval of the employee's supervisor has been received.

Personal Vehicles

All employees using their own vehicle for City business must maintain insurance coverage as required by law and a valid driver's license. Travel between the employee's home and primary office is not considered to be City business. Employees are not authorized to use personal vehicles for City business travel without written authorization from the City Manager. Employees will be reimbursed for personal vehicle use at the standard IRS mileage rate. The City Manager or his/her designee must authorize any deviation from this policy.

Travel Expenses

The City Council sets parameters on the expenditure of City funds to ensure that public funds are spent in an appropriate manner. Advance written approval from your supervisor is required before travel arrangements are made. The City pays a per diem rate for meals and incidental expenses and the actual amounts incurred for all other appropriate expenses when employees are on travel assignments. The per diem rate for meals and incidental expenses will be based on the current US General Services Administration (GSA) rate schedule for the destination at the time of travel. Any travel that requires lodging that is more costly than the pre-approved GSA rate must receive written approval from the City Manager or his/her designee before scheduling the lodging. The employee must demonstrate that lodging in the area is not available at or below the pre-approved GSA rate. Employees may receive an advance payment of the per diem for meals and incidentals with the approval of the supervisor at least one week prior to the date of travel. If any portion of the travel is cancelled or postponed after the employee has received an advance for per diem, the

proportional share of per diem resulting from the cancellation or postponement must be repaid to the City within two weeks of the original travel date.

If you have any questions about appropriate expenses covered by the City, please discuss with the City Manager or his/her designee. Examples of typical expenses include the following:

- Airline tickets.
- Meals and incidentals.
- Lodging.
- Car rental, bus, taxi, parking.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Family Members

The City will pay the travel expenses of spouses or other family members only when their presence is deemed necessary to the business purpose of the trip and when approved in advance in writing by the City Manager.

4.12 Business Expenses

The purpose of this policy is to define approved non-travel employee business expenses and the authority for incurring and approving such expenses.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes.

If you have any questions regarding approved expenses or the authority to incur such expenses, please discuss with the City Manager or his/her designee.

Technical and Training Seminars/Conferences

The City pays for expenses associated with attendance at work related classes and seminars that enhance job-related skills. Prior written approval must be obtained from the employee's supervisor. Please note that the City will not pay the employee the per diem meal rate for meals that are included as part of the conference, seminar, or training session.

Employee Reporting

Employees are to report their approved expenses on the standard Expense Report Form and must include a description of the expense, its business purpose, date, place, and the participants.

4.13 Use of City Credit and Purchase Cards

Every employee in the possession of a City credit or purchase card will adhere to the strictest guidelines of responsibility for the proper protection and use of that card. Employees must adhere to all relevant rules, regulations, and policies established for the use of such cards by the City and the WV State

Auditor’s office. City card purchases under $250 do not require prior approval. City card purchases over this amount must receive prior approval from your supervisor or the City Manager.

All sales receipts generated by use of the City's card must be turned in monthly to the accounting department using the appropriate P-Card accounting form. City cards are not to be used for personal reasons. Use of the City card is restricted to approved, business-related expenses.

Any unauthorized purchases made with a City card will be the cardholder's responsibility. Any such purchase will be reimbursed to the City by the employee within 30 days.

Lost or stolen City cards must be reported immediately to your supervisor. Failure to follow this policy may result in disciplinary action up to and including termination. Infractions are also subject to other discipline as outlined in the WV Auditor’s program rules.

4.14 Breaks and Meal Periods

The City strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding rest and meal periods. Please check with your supervisor regarding procedures and schedules for breaks and meal periods.

4.15 Accommodations for Nursing Mothers

The City will provide nursing mothers reasonable unpaid break time to express milk for their infant children for up to one year following the child's birth.

To ensure privacy, nursing mothers will be provided a private room, other than a restroom, to express their milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Nursing mothers will also be provided a refrigerator to store their breast milk. Employees are responsible for labeling their milk with their name and the date on which the milk was expressed.

Nursing mothers are encouraged to discuss the length and frequency of breastfeeding breaks with their supervisor.

Employees who have any questions or concerns regarding this policy should contact their supervisor.

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Chapter 5 - Performance, Discipline, Layoff, and Termination

5.01 Performance Evaluations

The City will make efforts to review your work performance. The performance evaluation process will take place on an annual basis, which may vary as business needs dictate. The City Manager will set a time for annual performance reviews. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance evaluation process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. City pay raises and promotions are based on numerous factors.

5.02 Promotions

To match you with the best job for you and to meet the business needs of the City, you may be transferred from your current job. It is the City's policy to promote from within the City only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job. Promotions for city police officers will be considered pursuant to the civil service code provisions for municipal corporations contained in West Virginia Code.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Employees and Introductory Periods section. Employees will continue to receive City benefits for which they are eligible.

5.03 Pay Raises

Depending on the City's budgetary considerations and other factors, efforts will be made to give pay raises consistent with City's fiscal health and the employee’s job performance. The City may also make individual pay raises based on merit or due to a change of job position. Pay increases for city police officers will be considered pursuant to the civil service code provisions for municipal corporations contained in West Virginia Code.

5.04 Transfer

The City may transfer your employment from one position to another with or without notice, as required by operation or service needs or upon request by an employee and management approval.

5.05 Workforce Reductions (Layoffs)

If necessary, based upon the needs of the City and its fiscal condition, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for individuals and the City will make its best effort to make sound business decisions while acknowledging the needs of its workforce. Employment decisions concerning for city police officers will be made pursuant to the civil service code provisions for municipal corporations contained in West Virginia Code.

5.06 Standards of Conduct

The City wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, citizens, and other stakeholders. Every employee has a shared responsibility toward improving the quality of our work environment. By deciding to work at the City, you agree to follow the City's rules. The conduct of city police officers is also governed by specific law enforcement policies.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the City's right to discipline or terminate employees for any reason permitted by law. In fact, while we value our employees, the City retains the right to terminate an employee on an "atwill" basis, except as otherwise specifically noted in this Employee Handbook.

Examples of inappropriate conduct include:

- violation of the policies and procedures set forth in this handbook;
- possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances;
- being under the influence of alcohol during working hours on City property (including City vehicles), or while conducting City business;
- inaccurate reporting of the hours worked by you or any other employee;
- providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of the City or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-City communication or expense records;
- taking or destroying the City's property;
- possession of potentially hazardous or dangerous property such as firearms, weapons, chemicals, etc., without prior authorization or as part of your job as a public safety officer except as otherwise set forth in this handbook;
- fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or citizen;
- sharing trade secrets, proprietary information, or similar confidential sensitive information about our City, citizens, or operations that is

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protected from public disclosure;refusal or failure to follow directions or to perform a requested or required job task;
- refusal or failure to follow safety rules and procedures;
- excessive tardiness or absences;
- smoking in non-designated areas;
- working unauthorized overtime;
- solicitation of fellow employees on the City property during working time (Refer to Non-solicitation/Non-distribution Policy);
- failure to dress according to City policy;
- use of obscene or harassing (as defined by our EEO policies) language in the workplace;
- outside employment, including self-employment, which interferes with your ability to perform your job at this organization;
- gambling on City property; and
- lending City authorized keys or keycards to unauthorized persons.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

5.07 Criminal Activity/Arrests

Involvement in criminal activity, whether on or off City property, during employment may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether the employee's action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled because of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.08 Disciplinary Process

Violation of the City's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The City encourages a system of progressive discipline depending on the type of prohibited conduct. However, the City is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to

respond to any disciplinary action taken. Understand that while the City is concerned with consistent enforcement of our policies, the City is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any warning or procedure.

For civil service employees, the grievance procedures outlined by the West Virginia Code and regulations will be followed.

5.09 Problem-Solving Procedure

We strive to provide a comfortable, productive, legal, and ethical work environment. To this end, the City wants you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, the City Manager. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the City's, management, its employees, vendors, or any other persons or entities related to the City, bring your concerns to the attention of your supervisor at a time and place that will allow the supervisor to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have discussed this matter with your supervisor before and do not believe you have received a sufficient response, or if you believe your supervisor is the source of the problem, we request you present your concerns to the City Manager. Please indicate what the problem is, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

If the source of the inappropriate conduct or activity is the City Manager and you have discussed this matter with him or her and do not believe you have received a sufficient response, we request you present your concerns to the Chair of the Personnel Committee. Please indicate what the problem is, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.10 Outside Employment

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at the City is prohibited. The City recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the employee's ability to effectively perform his or her duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination. Members of the City Police Department must follow the Department’s internal procedure concerning outside employment.

An employee desiring to engage in secondary employment must inform his or her supervisor and the City Manager. An employee who has an outside business activity or secondary employment that conflicts with working overtime (including Saturday and Sunday) should be aware that the City will not consider the outside business activity or secondary employment a suitable excuse for not reporting or staying for overtime work. Further, conducting outside business activities on work time is prohibited.

5.11 Exit Interview

You may be asked to participate in an exit interview when you leave the City's employment. The purpose of the exit interview is to provide management with greater insight into employee relations and to avoid unnecessary employee claims. Your cooperation in the exit interview process is appreciated. Your supervisor or his/her designee may conduct the interviews, which may be documented and signed by the exiting employee.

5.12 Post-Employment Reference Policy

The City's policy is to confirm dates of employment and job title only. With written authorization, the City may release additional information required for employment verification. A release will include a statement that holds the City and the prospective employer harmless from any claim related to any information provided in response to that reference. Please contact the City Manager or his/her designee for the release form. All verification of employment will be completed by the City Manager or his/her designee. Release of additional information may be subject to the requirements of the state's Freedom of Information Act.

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Chapter 6 - General Policies

6.01 Driving Record

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license and acceptable driving record. The City may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions, must be reported to your supervisor.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If an employee must use their personal vehicle to conduct City business, which must first be approved by the City Manager as noted earlier in this handbook, the employee must provide management with a current proof of insurance statement or card. A new proof of insurance is required every time your policy expires and renews.

6.02 Telecommuting Policy

Telecommuting is defined as an employee working a full or partial workday from home or some other alternate work site.

The City will make telecommuting available to employees when it benefits organizational and departmental needs and only after approval by the City Manager. This option may not be available in some job classifications due to business needs. Those telecommuting will be subject to the same performance standards as if they were working at their regular job site. Telecommuting may be a reasonable accommodation, and if you are requesting telecommuting as a reasonable accommodation you should consult with your supervisor as soon as possible.

6.03 Use of City Vehicles

City vehicles are to be used for City business only. Personal or outside business use must be discussed with and approved by your supervisor.

Drivers of City vehicles are to immediately report all infractions or violations while driving a City vehicle and all restrictions, suspensions, or revocations against their driver's license to their supervisor.

When a City vehicle cannot be operated, is unsafe for use, or has been damaged, notify your supervisor immediately. Members of the City Police Department must follow the Department’s internal procedure concerning Department vehicles.

The driver of a City vehicle is responsible for the vehicle while in his or her charge and must not permit unauthorized persons to drive it.

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The driver is responsible for the daily housekeeping of the vehicle. It is to remain clean and uncluttered.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment.

Moving violations that appear on the annual state department of motor vehicle check may result in suspension of rights to drive a City vehicle or drive a personal vehicle on City business Suspension of rights will continue until such time as the City Manager and the employee's supervisor have determined is appropriate. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, termination of employment is possible.

6.04 Personnel and Medical Records

The City maintains a personnel and medical file for every employee in a secure location. Medical records will be kept in a separate folder. The City Police Department maintains additional files as outlined in civil service regulations. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

If an employee wishes to review his or her personnel or medical file he or she may do so after giving the City Manager reasonable notice. Inspection must occur in the presence of a City official. All requests by an outside party for information contained in your personnel file will be directed to the City Manager, who is the only individual authorized to give out such information. Disclosure to third parties will be made only pursuant to the employee's written authorization or court order or subpoena.

6.05 Employee Privacy and Right to Inspect

City property, including but not limited to, lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the City and is subject to inspection at any time, without notice to the employee, and without the employee's presence. Employees have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, any employee property maintained on the City's premises including that kept in lockers and desks.

6.06 Voicemail, Email, and Internet Policy

This Voicemail/Email/Internet Policy is intended to provide each employee of the City with the guidelines associated with the use of the City's voicemail/email/Internet system (the system). This policy applies to all employees, contractors, vendors, and any others accessing and/or using the City's system through onsite or remote terminals.

General Provisions

The system, and all data transmitted or received through the system, are the exclusive property of the City. No individual should have any expectation of privacy in any communication over this system. Any individual permitted to have access to the City's system will be given a voicemail, email and/or Internet address and/or access code, and will have use of the system, consistent with this policy.

- The City reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the City will exercise this right periodically, without prior notice and without the prior consent of the employee.

- The City's interests in monitoring and intercepting data include but are not limited to: protection of City trade secrets, proprietary, and similar confidential sensitive information that is protected from public disclosure; managing the use of the City's computer system; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on the City's Voicemail/Email/Internet system.

Any employee who violates the policies in this handbook will be subject to corrective action, up to and including termination of employment. If necessary, the City will also advise law enforcement officials of any illegal conduct.

6.07 Social Media Policy

The City understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and others around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for the City.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. ***Social media*** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the City, as well as any other form of electronic communication.

The same principles and guidelines found in the City's policies and these basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any citizen, elected official, supervisor, or employee of the City. Before creating online content, you may want to consider some of the risks and rewards that are involved.

Know and Follow the Rules

Carefully read these guidelines, the City's Ethics Code, Standards of Conduct, and EEO Statement and Non-Harassment Policy, and ensure your postings are consistent with these policies. Postings that include unlawful discriminatory remarks, harassment (as defined by our EEO policy), and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

You Are Encouraged to Show Respect

The City cannot force or mandate respectful and courteous activity by employees on social media during non-working time. However, everyone should be aware of the negative impact comments of this nature can have on the workplace and relationships with others. In addition, please keep in mind that you may be more likely to resolve work-related disputes by speaking directly with your co-worker, your supervisor, or the City Manager than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment (as defined by our EEO policies). Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of age, race, color, national origin, ancestry, religion, sex, familial status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, blindness, sexual orientation, gender identity, or any other status protected by federal, state, or local laws or City policy.

Honesty and Accuracy

You should understand that honesty and accuracy are important when posting information or news, and that it is good practice to correct a mistake quickly. You may want to be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings often can be searched.

Posting Information

When posting information:

- maintain the confidentiality of information that is legally protected from public disclosure;

- do not create a link from your blog, website, or other social networking site to a City website that identifies you as speaking on behalf of the City;

- never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, do not represent yourself as speaking on the City's behalf; and

- respect copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Refrain from using social media while on your work time, unless it is work related as authorized by your supervisor and consistent with the City's equipment policy.

Retaliation Is Prohibited

The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

Employees should not speak to the media on the City's behalf without contacting the City Manager, Police Chief, or Utility Manager as appropriate. All media inquiries for official City responses should be directed to one of these individuals.

For More Information

If you have questions or need further guidance, please contact the City Manager.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. Employees have the right to engage in or refrain from such activities.

6.08 **Employee Suggestions/Open Door Policy**

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, provide the services of our City, or meet the citizen’s needs. Discuss your ideas with your supervisor or the City Manager.

We also encourage you to offer any suggestions derived from seminars, conferences, or other outside sources of information you believe would add value to the City.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with City tools or property are the property of the City.

6.09 City Bulletin Boards

The City maintains official bulletin boards located in the lunchroom at the Municipal Annex (661 S. George St.) and the kitchenette on the lower level at City Hall (101 E. Washington St.) for providing employees with its official notices, including wage and hour laws, changes in policies, and other employment-related notices. At times, the City may also post information of general interest to the employees on the bulletin boards. Please keep informed about this material by periodically reviewing the bulletin boards. Only authorized personnel can add and remove notices from the bulletin boards.

6.10 Non-Solicitation/Non-Distribution Policy

To avoid disruption of City operations or disturbance of employees, visitors, and others, the City has implemented a Non-Solicitation Policy. For purposes of the Non-Solicitation Policy, "solicitation" includes selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-Solicitation Policy.

Employees are prohibited from soliciting other employees during their assigned working time. For this purpose, working time means time during which either the soliciting employees or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. Employees may conduct solicitations during their lunch period, breaks, or other authorized non-working time, so long as they do so when the other employees are also on non-working time.

To avoid inappropriate litter, clutter, and safety risks, employees may not distribute literature or other non-work-related items in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots.

6.11 Personal Appearance and Dress Code

Your personal appearance reflects on the reputation and integrity of the City. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, i.e. clean clothing, good grooming and personal hygiene, and appropriate social behavior.

Depending on the employee's classification, they may be required to wear the following safety equipment while on the job: steel-toed boots, safety glasses,

safety masks, etc. Members of the City Police Department must follow the Department's internal procedure concerning personal appearance and uniform requirements.

If you come to work inappropriately dressed for a professional work environment, you will be asked to go home and return to work dressed appropriately. If you have any questions regarding the dress code or dress code accommodations, please contact your supervisor. Recurring problems will result in discipline up to and including termination of employment.

6.12 Telephone Use

Our phones are principally for work-related communications. Unless there is an emergency, employees are required to limit telephone calls to City business only. Employees should limit personal use of the telephone to brief communications during break periods where possible. Casual telephone conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

6.13 City Cell Phone/Mobile Device Policy

The purpose of this policy is to provide guidance to employees regarding eligibility for cell phones and plans used to conduct city business, and the appropriate use of the phone and plan.

An employee must have a legitimate business need for a cell phone/mobile device and the issuance of a city-provided phone or device must be approved by the City Manager, Police Chief, or Utility Manager as appropriate. The typical legitimate reasons why an employee may need a cell phone/mobile device include frequent traveler needs or when the employee is a member of key personnel who must be immediately reachable in the event of an emergency.

When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the City, the individual is responsible for the cost of that usage, including all applicable taxes.

If a city-provided cell phone/mobile device has a flat rate airtime/data plan, the user is responsible for reimbursing the City when personal activities cause the plan threshold to be exceeded. The employee, with concurrence of an authorized signer on the account, should determine the amount of personal use that caused the usage to exceed the plan and reimburse the City for that amount plus all applicable taxes.

Employees who drive a vehicle during their employment may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and the "hands-free" device is in fact utilized by the employee. This option must be approved by the City Manager, Police Chief, or Utility Manager as appropriate.

Use of electronic communication devices by members of the City Police Department is governed by West Virginia Code §17C-14-15.

The City owns and remains entitled to all city-provided cell phone/mobile devices. At the time of employment termination, all such equipment and passwords must be returned to the City in operable condition.

6.14 Personal Cell Phone/Mobile Device Use

While the City permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, employees must not permit the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices, for purposes other than work, can be distracting and disruptive and cause a loss of employee productivity. As a result, employees should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, employees should use their device in a manner that is courteous to those around them. Outside of work-related purposes, the use of such devices should be kept at a minimum and limited to emergency use only. Employees with devices that have a camera and/or audio/video recording capability are restricted from using those functions on City property unless authorized in advance by their supervisor or the City Manager or used in a manner consistent with the rights of employees to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Employees are expected to comply with City policies regarding the protection of the employer's confidential and proprietary information when using personal devices.

While operating a vehicle on City time and for a purpose other than work, the City requires that the driver's personal cell phone/mobile device be turned off. An employee that needs to make or receive a phone call should pull off the road to a safe location unless he or she has the correct handsfree equipment for the device that follows applicable state laws.

Employees may not connect their personal devices to the City's network or to City's computers, printers, etc., unless doing so is for a work-related purpose.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

Violation of this policy will subject an employee to disciplinary action up to and including termination of employment.

6.15 Mail Use

Employees are required to limit usage of the City's mail service to business purposes only. You may not use the City address to receive personal mail. Do

not use the City postage meter for your personal mail. If you notice any suspicious packages or envelopes, please report this to your supervisor or the City Manager immediately.

6.16 Security

Every employee is responsible for helping to make this a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or other similar devices to your supervisor immediately. You should refrain from discussing with nonemployees specifics regarding the City's security systems, alarms, passwords, etc.

We also request that you immediately advise your supervisor or the City Manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the City. Safety and security is the responsibility of every employee and we rely on you to help us keep our premises secure.

6.17 Computer Security and Copying of Software

Software programs purchased and provided by the City are to be used only for creating, researching, and processing City-related materials. By using the City's hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable City policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the City or developed by City employees or contract personnel on behalf of the City is and shall be deemed City property. It is the policy of the City to respect all computer software rights and to adhere to the terms of all software licenses to which the City is a party. The City Manager and Operations Manager or equivalent position are responsible for enforcing these guidelines.

City users may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject users and/or the City to both civil and criminal penalties under the United States Copyright Act. To purchase software, users must obtain the approval of the City Manager or his or her designee. All software acquired by the City must be purchased through the Operations Manager or his/her designee.

Users may not duplicate, copy, or give software to any outsiders including clients, contractors, citizens, and others. City users may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered by the City.

6.18 Third Party Disclosures

From time to time, the City may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former

employees, newspapers, law enforcement agencies, and other outside persons may contact City employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the City and should refer any call requesting the City's position to the City Manager, Police Chief, or Utility Manager as appropriate. If you have any questions about this policy or are not certain what to do when such a contact is made, please contact the City Manager.

6.19 Personal Data Changes

It is your obligation to provide the City with all your current contact information, including current mailing address and telephone number. Please inform the City Manager or his/her designee of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

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Chapter 7 - Benefits

7.01 Regular Full-Time Employees

A regular full-time employee is an employee who is not classified as temporary or seasonal, who is employed for 12 months, and works at least 1,040 hours per year. Any employee who is not temporary and who works 20 or more hours per week is considered a full-time employee as defined in §162-5-2.3 of the Public Retirement System. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. Full-time employees working less than 40 hours per week will earn benefits on a proportional basis unless otherwise mandated by state and federal laws.

7.02 Regular Part-Time Employees

A part-time employee is one who works less than 20 hours per week or 1,040 hours per year. Part-time employees shall not be entitled to any benefits other than those mandated by state and federal laws.

7.03 Temporary or Seasonal Employees

Temporary or seasonal employees are hired for a specific period or specific work project, generally not to exceed 6 months in duration. The City reserves the right to extend the duration of temporary employment when necessary. Temporary and seasonal employees are not eligible for employee benefits unless specified otherwise in this handbook or in the benefit plan summaries.

7.04 Exempt Employees

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact the City Manager.

7.05 Health Insurance

The City provides its regular full-time employees beginning on the first full month following the employee's hire date with health care coverage through the Public Employees Insurance Agency (PEIA). Medical plan benefits, including terms of eligibility, for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the City, unless otherwise required by law. You may obtain a copy of the SPD by contacting the City Manager or his/her designee.

The City of Charles Town follows the federal Family and Medical Leave Act, as stated in Chapter 28 of the United States Code. Health benefits during leave taken under the Family Medical Leave Act (FMLA), if applicable, are maintained by the City on the same terms, with each paying their respective share, as if the

employee continued to work. For questions, please contact the City Manager or his/her designee.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The City or their designee will mail you information about your COBRA rights. Please also see section 7.28.

7.06 Disability Insurance

The City provides employees with disability income protection when employees miss work due to non-work-related disabilities. The terms and conditions, including eligibility, for the disability insurance program are outlined in the Summary of Plan Benefits. Please contact the City Manager or his/her designee for a copy of the plan provisions and for any information you need about the benefit. The Charles Town Utility Board does not provide disability insurance coverage to any of its employees.

7.07 Life Insurance

All regular full-time employees are provided with life insurance by the City beginning on the first full month following the employee's hire date. You will be required to notify the City Manager or his/her designee of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit, including eligibility.

7.08 Dental Insurance

All regular full-time employees are eligible for the dental plan beginning on the first full month following the employee's hire date. Dental plan benefits, including full terms of eligibility, are described in detail in the Summary Plan Description (SPD). The City provides coverage through Delta Dental and the Charles Town Utility Board provides coverage through Guardian.

7.09 Vision Care Insurance

All regular full-time employees are eligible for the vision care plan beginning on the first full month following the employee's hire date. Vision care plan benefits, including full terms of eligibility, are described in detail in the Summary Plan Description (SPD). The City provides coverage through Guardian/Davis Vision and the Charles Town Utility Board provides coverage through Guardian.

7.10 Pension

All regular full-time employees are eligible to participate in the City's retirement plan. The provisions of the retirement plan are governed by the West Virginia Consolidated Public Retirement Board.

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As with your insurance benefits, refer to the Summary Plan Description (SPD) provided by City Manager or his/her designee for specifics.

7.11 Continuing Education Policy and Tuition Assistance

We believe in the continuing education of our employees. If the City sends you to a class or training program during normal working hours related to your employment and you are a non-exempt employee, you will be paid at your regular rate of pay for that time. If the class is required for your position with the City, the City will also pay any fees or charges related to the class. Licenses that employees are required to maintain for their positions will also be paid for by the City.

If you are interested in attending an outside class and having the City pay for your attendance, you are required to provide advance written notice to your supervisor indicating a description of the class, including the subject matter, length, and cost. Depending on the type of training, the City may reimburse some or all the fees, including expenses for materials, meals, and transportation, if advance written approval is obtained from your supervisor.

Career development initiated by the employee and approved by the City Manager will result in a fifty (50%) reimbursement of tuition per satisfaction of each class. Satisfactory completion of a class requires a grade C or equivalent or better. Employees are expected to remain employed by the City for a period of one year after the reimbursement is provided or agree to repay the entire sum of tuition aid granted.

7.12 Holiday Pay

The City offers to all full time regular employees holidays as specified in the West Virginia State Code 2-2-1. This applies to both civil and non-civil service employees. In addition to regular compensation, any employee required to work on a holiday, will receive premium compensation at one and one-half times their normal rate of pay for the actual hours worked during the holiday. For all employees, the premium rate applies to the observed date of the holiday.

7.13 Vacation Leave

All regular, full-time employees shall be entitled to the following vacation leave with pay:

Years of Service (beginning)	Rate of Earning
Hire Date through year 1	40 hours granted and employees begin accrual of an additional 40 hours as described below.

2	80 hours accrued throughout the year as described below
3-6	96 hours accrued throughout the year as described below
7-10	120 hours accrued throughout the year as described below
11+	160 hours accrued throughout the year as described below.

Vacation time will be granted to an employee on their hire date and will accrue thereafter based on years of service as noted in the chart above. Vacation time is accrued on a per pay period basis. Employees are not eligible to take vacation leave within the first 90 days of employment unless approved by their supervisor.

City Council's Personnel Committee shall be allowed to negotiate vacation time for contract positions including, but not limited to, the City Manager and the Chief of Police.

The use of vacation leave must be pre-approved by a supervisor or the City Manager in writing by use of a Leave Request form. Any conflict in vacation requests will be decided based on employee seniority and City needs.

Maximum Accrual

Although you may carry over unused vacation time from year to year, there is a 240-hour cap on the amount of vacation time you can accrue. Once you reach your cap, you will not accrue any more vacation until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing vacation again. However, you will not receive retroactive credit for time worked while you were at the cap limit.

The amount of vacation accrued, used, and available will appear on your paycheck stub.

Minimum Increments of Leave

The minimum amount of leave time you can use at one time is 15 minutes.

Separation from Employment

Upon voluntary or involuntary separation from employment, you are entitled to payment for only accrued but unused vacation time, not to exceed 240 hours.

7.14 Sick Pay

All regular, full-time employees shall accrue 120 hours per year of sick leave credit. Accrual commences from the date of hire and is accrued evenly throughout the year on a pay period basis.

Sick leave may be used by employees when they are incapacitated for the performance of duties due to non-work-related illness, injury, or for medical/dental appointments. An employee may use sick leave to care for a member of the family. The amount of sick leave used by an employee must not exceed the amount of sick leave accrued. All foreseeable, extended sick leave shall require prior written approval from the employee's supervisor using a Leave Request form.

An employee on sick leave shall notify directly his or her supervisor, or designee, of the fact and the reason for the absence as soon as possible. Failure to directly contact the supervisor and receive an acknowledgement of the communications from the supervisor may be cause for denial of sick leave with pay for the period of the absence. Upon return to work, the employee shall complete a Leave Request form to document the absence.

A doctor's note may be required for all absences of three days or more due to illness or the illness of the family member receiving care from the employee. If the employee fails to provide medical certification as requested, the supervisor shall require the employee to take alternate leave or not be compensated for time taken over the three days.

Accrual

Sick leave can be accumulated to an unlimited amount. Upon retirement, it can be exchanged for extended health insurance benefits or additional service credit as governed by WV Consolidated Public Retirement Board rules and regulations.

Separation from Employment

Upon separation of employment, employees shall not be paid for accrued but unused sick leave. Please see above for treatment of unused sick leave by WV Consolidated Public Retirement Board.

Leave Donation

The City has a leave donation program. The sick leave donor program is a voluntary program and is optional for each employee to donate accrued sick leave to another City employee. Leave cannot be transferred between City employees and employees of the Charles Town Utility Board. Rules and

regulations that govern the program can be obtained from the City Manager, or his/her designee.

7.15 Comp Time and Holiday Flex

Comp time off is provided for civil service employees in lieu of monetary overtime compensation at the rate of one and one-half hours compensation for each hour of overtime worked. Such time off will be granted within a reasonable period after such a request when use of it does not unduly disrupt the operations of the City or the department within the City.

Holiday flex is provided for civil service employees in lieu of monetary compensation for employees who are not regularly scheduled to work a city observed holiday. Holiday flex is earned if the observed holiday falls on a civil service officer's regular, scheduled day off and is earned at equal time up to the number of hours of a regular shift.

The City reserves the right to compensate in cash, rather than providing comp time or holiday flex time off. The Police Chief, working closely with the finance and accounting department, will be responsible for keeping an accurate accounting of comp time and holiday flex time earned and taken.

Comp time and holiday flex time may be accumulated up to a total of 100 hours combined. Upon request and at the discretion of the Chief of Police, accumulated comp time and holiday flex time may be paid out to civil service employees up to 80 hours.

Comp time for non-civil service employees shall be approved by the City Manager or the Utility Manager as appropriate only in severe weather or catastrophic events under the same conditions listed for civil service employees. Accrued but unused comp time will be paid to non-civil service employees upon separation from employment.

7.16 Longevity Pay – Civil Service Employees Only

Civil service employees will begin receiving a longevity bonus of $50 per year for each year of employment after completing four (4) years of service with the Charles Town Police Department. The first bonus will be paid at the beginning of the officer's fifth (5) year of employment and will increase each year for twenty (20) years and be capped at a maximum of $1,000 per year.

7.17 Shift Differential Pay Policy – Civil Service Employees Only

Working closely with the city's finance and accounting department to determine if the budget permits, the Chief of Police may offer a shift differential premium for officers working a shift outside the normal 8 am to 5 pm schedule. This policy shall be documented by the Chief in writing and is determined on a year to year basis.

7.18 Call Back/Call Out Time

Any employee that is called back to work or out for duty outside of their normal work schedule shall be paid a minimum of two (2) hours.

7.19 Uniform Subsidy

On the first pay period of the fiscal year, any employee that is required to wear a uniform as part of their normal day shall receive a uniform allowance if the budget permits. The amount of the allowance shall be determined by the City Manager, Police Chief, and Utility Manager as appropriate. The allowance is used to purchase boots, gloves, thermal undergarments, etc.

7.20 Leaves of Absence and Family and Medical Leave Act (FMLA)

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other approved reasons. If an employee finds that he /she must be out of work for more than three days, he or she should contact the immediate supervisor and/or the City Manager to determine if a leave of absence may be necessary.

While on leave, an employee must contact the immediate supervisor on a schedule approved by the supervisor but in no circumstance longer than at least every 30 days. This provision does not apply to employees taking Family and Medical Leave Act (FMLA) leave. Employees taking FMLA leave should consult the documents they are provided for FMLA leave or should discuss such notification or certification issue with the City Manager or his/her designee. Failure to contact the City Manager or his/her designee upon request may result in voluntary termination of employment. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

7.20.A Required Documentation

All requests for a leave of absence must be made on a Leave of Absence Request Form for the particular leave (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to the City Manager or his/her designee. An employee must provide 30 days' advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his/her immediate supervisor as soon as possible. Medical certifications and/or other documentation supporting the need for the leave will be required.

7.20.B Job Benefits

For leaves other than approved FMLA leaves, the City will pay its portion of the cost of the employee's benefits including health, dental, life, and disability insurance benefits while an employee is on leave for the end of the monthly

billing cycle at which time a COBRA notification will be issued. Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work. For employees taking FMLA military care giver leave, up to 26 weeks of group health insurance continuation coverage is provided. The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions or by check which must be submitted to the City Manager or his/her designee each pay period unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated.

While on leave, employees are required to use any accrued vacation, sick time, or other type of accrued leave.

No benefits will be accrued while an employee is on leave. Except as otherwise provided by law, only time spent on a leave of absence for military reserve duty will be counted as time employed in determining an employee's eligibility for benefits that accrue based on length of employment.

7.20.C Return to Work

Upon return to work, the employee may be required to take a fitness for duty exam or otherwise provide medical clearance.

7.21 Family and Medical Leave of Absence Policy

General

The City recognizes that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active

duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

7.21.A Key Policy Definitions

- ***Eligible employees*** under this policy are those who have been employed for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military callup will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin.

- ***Leave year*** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

- A ***spouse*** means a husband or wife as defined or recognized under state where the individual was married, including a common law marriage or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

- A ***son or daughter*** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental disability. The onset of a disability may occur at any age for purposes of the definition of adult “son or daughter” under the FMLA. A son or daughter for the purposes of military exigency or military care leave can be of any age.

- A ***parent*** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. This term does not include “parents in-law.”

- ***Next of kin*** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.

- A ***serious health condition*** is an illness, injury, impairment, or physical or mental condition that involves inpatient care, continuing treatment by a health care provider, or otherwise determined by a doctor. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you

have any questions about the types of conditions which may qualify, contact the City Manager or his/her designee.

- A ***health care provider*** is a medical doctor or doctor of osteopathy licensed to practice by the state in which the doctor practices, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker authorized to practice in the state and performing within the scope of his or her practice, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

- ***Qualifying exigencies*** for military exigency leave include:

    - Short-notice call-ups/deployments of seven calendar days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice); ○ Attending official ceremonies, programs, or military events;

    - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and non-routine child care situations, arranging for school transfers, or attending school or daycare meetings;

    - Making financial and legal arrangements to address a military member's absence;

    - Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability when the need for that counseling arises from the covered active duty or call to covered active duty status of the military member and the counseling is provided by someone other than a health care provider;

    - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);

    - Post-deployment activities such as arrival ceremonies, reintegration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;

    - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and

- Other exigencies that arise that are agreed to by both the City and employee.

- A ***serious injury/illness*** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

7.21.B Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork may result in the delay or denial of leave.***

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from his or her supervisor or his/her designee and return the completed form to the same. If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact the City Manager or his/her designee by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the callin procedures and standards established for giving notice of absence from work must be followed.

7.21.C Leave Increments

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis. The employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

7.21.D Paid Leave Utilization During FMLA Leave

Employees taking parental, family care, military exigency and/or military care leave must utilize available vacation, sick, and/or other types of accrued leave during this FMLA leave. Employees on personal medical leave must utilize available sick, vacation, and/or other types of accrued leave during this FMLA leave. Employees receiving short- or long-term disability or workers' compensation benefits during a personal medical leave will not be required to utilize these benefits. However, employees may elect to utilize accrued benefits to supplement these benefits up to an amount that does not exceed 100% of their normal pay. After exhaustion of accrued paid leave, any remaining FMLA leave will be unpaid.

7.21.E Certification and Fitness for Duty Requirements

Employees requesting family care, personal medical, or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the City's discretion, employees may also be required to obtain a second and third certification from another health care provider at the City's expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active duty orders and subsequent information concerning qualifying exigencies involved.

Employees requesting personal medical leave may also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

7.21.F Scheduling Leave and Temporary Transfers

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

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7.21.G Health Insurance

The City will maintain an employee's health insurance coverage during FMLA leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, the City will provide written notice the employee 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at the City's option, the City may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if an employee does not return to work at the end of leave, the City may require the employee to reimburse the City for the health insurance premiums paid during the leave.

7.21.H Return to Work

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave. The employee may be required to submit a medical release before returning to work.

7.21.I Spouse Aggregation

In the case where an employee and his or her spouse are both employed by the City, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by the City will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

7.21.J General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave may be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by the City Manager or his/her designee. Any employee on a leave of absence who is

found to be working elsewhere without permission may be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

7.22 Military Leave (USERRA)

The City complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to the City Manager. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify the City Manager or his/her designee of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact the City Manager or his/her designee.

7.23 Jury Duty Leave

If you are summoned for jury duty, please make scheduling arrangements with your supervisor as soon as you receive your summons or subpoena. It is the City's policy for all employees to receive the difference between the compensation for jury duty and the required service time, at their base rate of pay. Employees will not be required to use any other form of leave during the time they are required to be away from work for jury duty.

7.24 Voting Leave

If your work schedule prevents you from voting on Election Day, the City will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

7.25 Bereavement Leave

The City recognizes the importance of taking leave when a death in the family occurs. Employees are entitled to up to three (3) days off with pay for the funeral of an immediate relative (mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandparent, or grandchild). Pay is based on the regular rate for an employee’s regular work day or shift. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary and accounted for using another form of leave. Employees taking bereavement leave must notify their supervisor or the City Manager of their intention to do so. The City may request documentation to support absences for bereavement leave.

7.26 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and

expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You may be required to submit a medical release before you can return to work.

7.27 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by the City and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the City and by state law.

7.28 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the City health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Please contact the City Manager or his/her designee to learn more about your COBRA rights.

7.29 Parental Leave Policy

To assist and support new parent relationships and to assist with balancing work and family matters, the City of Charles Town provides Paid Parental Leave. Paid Parental Leave is intended to provide staff adequate time and financial support to adjust to the addition of a new family member during the important period immediately following the birth, adoption, or placement of a child. This policy provides eligible employees with a period of paid time off for activities related to the care and well-being of their new child.

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7.29.A Paid Parental Leave Benefit

Paid Parental Leave under this policy is a paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. Paid Parental Leave must be taken within the first twelve (12) weeks after the birth, adoption, or placement of a child. Leave must be taken in blocks of no less than 40 hours at a time. Paid Parental Leave is not charged against the employee's other paid leave accruals, and the total amount of paid hours an employee is eligible to receive is 160 hours for each occurrence. The paid leave hours are compensated at the following levels:

- Less than one full year of service with the city – 40% of the employee's base pay rate at the time the leave is initiated.
- After one full year of service with the city – 60% of the employee's base pay rate at the time the leave is initiated.
- After five full years of service with the city – 100% of the employee's base pay rate at the time the leave is initiated.

If both parents are employees, only one may access the paid benefits of this policy per occurrence. Both, however, continue to be entitled to all other City benefits as outlined in the handbook. The total bank of 160 hours may be used no more than once per rolling twelve-month period starting from the last day this class of leave was used by an employee. Regular Part-Time, Temporary, and Seasonal employees are not eligible for Paid Parental Leave under this policy.

7.29.B Continuation of Benefits

All employee elected benefits and paycheck deductions will continue to be provided during the Paid Parental Leave period under this policy at the same rates as in effect before the leave was taken regardless of length of service. Other employee benefits as outlined in the employee handbook will continue to accrue during the Paid Parental Leave period as if the employee were working their standard shifts.

7.29.C Requirements for Obtaining Paid Leave

The employee must provide, to the employee's direct supervisor, 30 days' notice of the requested leave (or as much notice as practicable if the leave is not foreseeable) using the standard leave request form.

After the four weeks of Paid Parental Leave have been exhausted, subsequent leave will be subject to the other leave policies as outlined in the employee handbook. The Family and Medical Leave Act (FMLA) allows eligible employees up to 12 workweeks of unpaid leave annually. Paid Parental Leave under this policy will run concurrently with FMLA leave. After Paid Parental Leave is exhausted, the employee may utilize any other accrued leave types, which will also run concurrently with FMLA leave.

Employees not eligible for FMLA leave should refer to the employee handbook after the four weeks of Paid Parental Leave and any other leave have been exhausted regarding continuation of insurance coverage for employees on unpaid leave of absence.

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7.30 Leave Without Pay

Leave Without Pay for up to one calendar year may be provided to employees who have extenuating circumstances at the discretion of the City Manager with input from the unit manager. Employees are only eligible for Leave Without Pay after all other accrued leave balances have been exhausted and the employee does not qualify for any other leave benefits including those provided under the Family Medical Leave Act. Conditions and terms of Leave Without Pay periods will be determined on a case-by-case basis by the City Manager.

7.31 Benefits Administration During Periods of Unpaid Leave

Employees who are using any category of leave that puts them in an unpaid status from the city, will not accrue city benefits during the unpaid leave time except as otherwise provided by law.

An employee on an approved unpaid leave status must continue to pay his or her respective proportionate shares of the cost of all employee-elected benefits monthly. Failure to pay may result in termination of coverage. Please note that the city will pay its share only for a period of one year, after which the employee will be required to pay the full cost of coverage. Additionally, the employee may be required to submit, to the employer, a physician's statement each month certifying that the employee is unable to return to work.

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Chapter 8 - Safety and Loss Prevention

8.01 General Safety Policy

It is the responsibility of every employee of the City to maintain a healthy and safe work environment. Please report all safety hazards and occupational illnesses or injuries to your supervisor immediately and complete an occupational illness or injury form as needed. Failure to follow the City's health and safety rules can result in disciplinary action, up to and including termination of employment.

8.02 Non-Tobacco Policy

The City of Charles Town is concerned about the effect that tobacco consumption and exposure can have on its employees and citizens. Tobacco use, smoking, and/or vaping in city-owned facilities, restrooms, and in city owned vehicles is prohibited.

8.03 Policy Against Violence

The safety and security of our employees, residents, tenants, vendors, contractors, and the public is of essential importance. Threats or acts of violence made by an employee against another person's life, health, well-being, family, or property will not be tolerated. Any act of intimidation, threat of violence, or act of violence committed against any person on City property is prohibited. The following definitions apply:

- Intimidation: A physical or verbal act toward another person, the result of which causes that person to reasonably fear for his or her safety or the safety of others.

- Threat of violence: A physical or verbal act which threatens bodily harm to another person or damage to the property of another.

- Act of violence: A physical act, whether it causes actual bodily harm to another person or damage to the property of another.

No person shall possess or have control of any firearm, deadly weapon, or prohibited knife, as legally defined, while on City property, except as required in the lawful course of business or as authorized by state law.

The following are prohibited:

- Any act or threat of violence made by an employee against another person's life, health, well-being, family, or property.

- Any act or threat of violence, which endangers the safety of employees, residents, tenants, vendors, contractors, or the public.

- Any act or threat of violence made directly or indirectly by words, gestures, symbols, social media, or email.

- Use or possession of a weapon on any premises managed by the City as permitted by state law.

Exception: A firearm that the employee lawfully possesses may be stored in the employee's vehicle so long as:

a) the employee is lawfully present on the premises;

b) the firearm is locked inside of the vehicle (or is locked in the vehicle's trunk, glove box, or other interior compartment; locked in a container securely fixed to the vehicle; or secured and locked to the vehicle by the use of attachment and lock);

c) the vehicle is in a parking lot;

d) the firearm is out of view; and

e) the firearm is kept for lawful purposes.

Please note, however, that pursuant to law (West Virginia Code Section 61-714), The City of Charles Town has no duty of care related to an employee's possession of a firearm as described in this exception and will not be liable in a civil action based on any actions or inactions taken in compliance with this exception. Apart from this limited exception, employees may not possess weapons on the City of Charles Town's premises, including but not limited to carrying or using the firearm; or removing the firearm from its locked position.

It is a requirement that employees report to their supervisor or the City Manager, in accordance with this policy, any behavior that compromises the City's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know.

Employees who violate this policy may be subject to criminal charges as well as discipline up to and including immediate termination of employment.

8.04 Drug and Alcohol Policy

City of Charles Town recognizes that the health and future of the City is dependent upon the health of its employees, and the City is committed to providing a safe and substance-abuse free environment for employees and visitors. Accordingly, it is the City's right, obligation, and intent to maintain a safe and productive working environment for all its employees and to protect City property, equipment, and operations. Impaired performance or judgment because of the use of drugs or alcohol poses serious safety and health risks not only to the user, but also to the employees who work with the user.

Employees who are experiencing problems with alcohol or other drugs are urged to voluntarily seek assistance through a mental health or substance abuse program to resolve such problems before they interfere with their work. An employee who is determined to be impaired or under the influence of, or in possession of, unauthorized drugs or other substances while on duty, while carrying out the business of the organization, or during work hours is in violation of the City's commitment to safety.

Pursuant to its commitment to a drug-free workplace, the City of Charles Town may test employees for illegal drugs and/or alcohol as a condition of continued employment. The term "unauthorized drugs or other substances" refers to the use of alcohol and to both illegal drugs and legally prescribed drugs when such drugs are used in a manner inconsistent with how they were prescribed. City of Charles Town treats medical marijuana the same as any other illegal drug. Misuse of prescribed drugs while engaged in City business will be considered a violation of the substance abuse policy. The City may conduct drug and/or alcohol testing for, among other legitimate drug abuse prevention and/or treatment purposes, the following:

- deterrence and/or detection of possible illicit drug use, possession, sale, conveyance, or distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner, on or off the job, or the abuse of alcohol or prescription drugs;
- investigation of possible individual employee impairment;
- investigation of accidents in the workplace or incidents of workplace theft or other employee misconduct;
- maintenance of safety for employees, customers, clients or the public at large; or
- maintenance of productivity, quality of products or services, or security of property or information.

If City of Charles Town receives a confirmed drug and/or alcohol test result indicating a violation of its policies, or if an employee refuses to take the test, the City may discipline the employee, up to and including termination. If a drug or alcohol is found to be present in the employee's system, the employee may be terminated and forfeits his or her eligibility for unemployment compensation benefits and, if injured at the time of the intoxication, indemnity benefits under the workers' compensation laws of the State of West Virginia.

Testing of current employees will be conducted during, or immediately before or after, a regular work period, and will be considered time worked for purposes of compensation. City of Charles Town will pay the costs of all drug and/or alcohol

tests it requires of employees and prospective employees. Note: confirmatory retests of a split sample, if requested, are usually at the employee's cost.

Any individual whose drug test is confirmed positive will be offered the opportunity to provide, in confidence, information that may explain the positive result, such as recently used prescription or nonprescription drugs, or other relevant medical information. If the individual provides information demonstrating that the test result may be explained by a lawful medical reason the test provider will report the test as negative to the City. If you need an accommodation to participate in the testing process, please notify the City Manager, his/her designee, or the test administrator as soon as possible.

Testing Procedures
All drug and alcohol testing under this policy will be in accordance with the following procedures:

1. Any drug and alcohol test will occur during, or immediately before or after, the employee's regular work period;

2. Any drug and alcohol testing required by Employer will be counted as worked time for the purposes of compensation and benefits for current employees;

3. Employer will provide transportation or pay reasonable transportation costs to employees if the required tests are conducted at a location other than the employee's normal work site;

4. Employer will pay for the full cost of any drug or alcohol test under this policy;

5. The collection of samples will be performed under reasonable and sanitary conditions;

6. Samples will be collected using a "split sample" method, meaning that a part of the sample that is sent to the first laboratory will be retained unopened for transport to a second laboratory in the event that the employee or prospective employee requests that it be tested following a verified positive test result of the primary specimen.

7. Any observer of the collection of urine samples will be of the same sex as the employee or prospective employee;

8. Sample collections will be documented, and these documentation procedures will include:
    A. Labeling of samples so as to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided and handling of samples in accordance with reasonable chain-of-custody and confidentiality procedures;

B. An opportunity for the employee or prospective employee to voluntarily provide notification of any information which may be considered relevant to the test, including but not limited to, identification of currently or recently used prescriptions or non-prescription drugs, or other relevant medical information. This may be accomplished by providing for review by a qualified medical professional to verify a laboratory sample which tests positive in a confirmatory test;

9. Sample collection, storage, and transportation to the place of testing will be performed so as to reasonably preclude the possibility of sample contamination, adulteration, or misidentification;

10. Confirmatory drug testing will be conducted at a laboratory that is: A. Certified by the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration; B. Approved by the U.S. Department of Health and Human Services under the Clinical Laboratory Improvements Act; or C. Approved by the College of American Pathologists.

11. Drug and alcohol testing shall include confirmation of any positive test results. For drug testing, confirmation will be by use of a different chemical process than was used in the initial drug screen. The second confirmatory drug test shall be a chromatographic technique such as gas chromatography/mass spectrometry, or another comparably reliable analytical method.

12. Employer will take adverse employment action, including termination of the employment of a current employee or job denial to a prospective employee, based only on a confirmed positive drug or alcohol test.

Confidentiality

All records relating to an employee or prospective employee's drug and alcohol test results will be kept confidential and maintained separately from the individual's personnel file. The results of any test under this policy shall be disclosed only to Employer, its authorized employees, agents or representatives of Employer, the tested employee or prospective employee, or the authorized agent or representative of the employee or prospective employee.

Challenge of Test Results

In the event that an employee or prospective employee tests positive and desires to challenge the results of his or her initial sample test result, he or she may request that the split sample be transported to a second laboratory for separate testing. All costs associated with testing of the split sample shall be the responsibility of the employee or prospective employee challenging the initial sample test results.

Administration of this Policy
Employer expressly reserves the right to change, modify, or delete the provisions of this Drug-Free Workplace Program without notice.

If you have any questions regarding this policy or if you have questions about drug testing in the workplace that are not addressed in this policy, please contact your supervisor.

DRAFT

Chapter 9 - Trade Secrets and Inventions

9.01 Employee Inventions

Any employee invention created, in whole or in part, during an employee's work hours, or from the use of the City's equipment or facilities, is a "work for hire" and the property of the City.

Any employee who intends to develop and maintain property rights in any invention, which relates in any way to the City's products or services, is required to obtain a written waiver of this policy, signed by both the employee and the City Manager.

9.02 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, City employees are required to protect the confidentiality of trade secrets, proprietary information, and similar confidential information about our City, citizens, or operations that is restricted from release by public law. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit. All other requests for information from the public should be released using a Freedom of Information Act process adopted by the City that includes the approval of the City Manager, or his/her designee.

Violation of this policy may result in the discipline or termination of any employee, as well as subject the employee to civil liability.

DRAFT

Chapter 10 - Closing Statement

10.01 Closing Statement

Thank you for reading our employee handbook. We hope it has provided you with an understanding of the City's values, history, and structure as well as our current personnel policies and guidelines. We look forward to working with you to create a successful city and a safe, productive, and pleasant workplace.

Robert M. Trainor
Mayor

DRAFT

Chapter 11 - Acknowledgment of Receipt and Review

11.01 Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Employee Handbook and understand that it is my responsibility to read the Employee Handbook in its entirety. I have been advised on where an electronic version of the Employee Handbook has been stored and how to access it. I agree to comply with the rules, policies, and procedures set forth herein, as well as any revisions made to the Employee Handbook in the future. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment.

I understand that the Employee Handbook contains information about the employment policies and practices of the City. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing organization will require changes from time to time. I understand that the City retains the right to make decisions involving employment as needed to conduct its work in a manner that is beneficial to the employees and the City. I understand that this Employee Handbook supersedes and replaces all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The City reserves the right to revise, delete, and add to the provisions of this Employee Handbook at any time without further notice. I understand that no oral statements or representations can change the provisions of this Employee Handbook. I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific period of time. I understand nothing in this handbook is created to infringe on any available legal rights.

I understand that this Employee Handbook refers to current benefit plans maintained by the City and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

If I have questions about the content or interpretation of the Employee Handbook, I will ask my supervisor or the City Manager.

_____

Signature of Employee

_____

Print Name

_____

Date

DRAFT

Charles Town Utility Board
Proposed 40 & 80 Hour Vacation Leave Payout
FY 2022 (Current Year)
February 9, 2022

CTUB Estimated Total Cost of Proposed Vacation Leave Payout

40 hr pay out	80 hr pay out
$ 1,586.80	$ 3,173.60
$ 998.80	$ 1,997.60
$ 1,148.80	$ 2,297.60
$ 991.20	$ 1,982.40
$ 2,220.00	$ 4,440.00
$ 1,586.80	$ 3,173.60
$ 1,502.00	$ 3,004.00
$ 957.20	$ 1,914.40
$ 1,996.40	$ 3,992.80
$ 1,149.20	$ 2,298.40
$ 1,402.40	$ 2,804.80
$ 13,952.80	**$ 27,905.60**
Total cost for 40 and 80 vacation hour payouts for employees with 200 hours of vacation leave	

Notes:
(1) Pending board approval
(2) CTUB employees have the option not to receive payout
(3) CTUB employees have the option of the 40 hour payout
(4) CTUB employees have the option of the 80 hour payout
(4) One-time payout
(4) Only for employees that have 200 hours vacation leave

CTUB Proposed FY 2022 Water Budget Revision

40 hr pay out	80 hr pay out
$ 1,148.80	$ 2,297.60
$ 2,220.00	$ 4,440.00
$ 1,586.80	$ 3,173.60
$ 751.00	$ 1,502.00
$ 957.20	$ 1,914.40
$ 998.20	$ 1,996.40
$ 1,149.20	$ 2,298.40
$ 701.20	$ 1,402.40
$ 9,512.40	**$ 19,024.80**
Total cost for 40 and 80 vacation hour payouts for all water dept employees	

CTUB Proposed FY 2022 Sewer Budget Revision

40 hr pay out	80 hr pay out
$ 1,586.80	$ 3,173.60
$ 998.80	$ 1,997.60
$ 991.20	$ 1,982.40
$ 751.00	$ 1,502.00
$ 998.20	$ 1,996.40
$ 701.20	$ 1,402.40
$ 6,027.20	**$ 12,054.40**
Total cost for 40 and 80 vacation hour payouts for all sewer dept employees	

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 01/18/22 07:00 PM
Department: City Council
Category: Personnel
Initiator: Daryl Hennessy

SCHEDULED

AGENDA ITEM (ID # 5322)

Employee Handbook - Annual Leave Payout - One Time

Attached is a proposed resolution that summarizes the Personnel Committee's recommendation for a one-time only employee benefit affecting accrued vacation leave. Also attached is a currently table showing the number of City employees (does not include CTUB employees) that could benefit from this action and the cost for providing this benefit.

Proposed Motion. Move approval of the proposed resolution to allow for a one-time only payout of accrued vacation leave for eligible employees.

ATTACHMENTS:

- Annual Leave Payout (One-Time) (DOCX)
- Vacation Leave Payout - Eligible Employees (January 2022) (PDF)

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

RESOLUTION

Resolution to Authorize a One-Time Only Payout for Accrued Vacation Leave for Eligible Employees

WHEREAS, the current City policy limits the amount of total vacation leave that may be accrued by any employee at 240 hours; and

WHEREAS, a number of tenured City employees are consistently bumping up against the maximum accrued amount due to time earned and work responsibilities that sometimes prevent the ability to routinely take vacation leave; and

WHEREAS, this situation often leaves an employee caught between the choice of losing some of their employee benefits, taking leave and shifting work to other employees, delaying the timely completion of work and adversely affecting business operations and customer service, and/or forcing the City to incur overtime costs to cover shifts for essential workers.

NOW, THEREFORE BE IT RESOLVED, the Personnel Committee recommends, and City Council approves a one-time payout of up to 80 hours of accrued vacation leave for any employee with more than 200 hours of accumulated vacation leave; and

NOW, THEREFORE BE IT FURTHER RESOLVED, Council directs the Finance Committee to determine the employees eligible for a payout and how to fund such a payout, which may include a budget revision in FY2022 or a planned payout as part of the FY2023 budget; and

NOW, THEREFORE BE IT FURTHER RESOLVED, Council encourages employees to work with their supervisors to routinely take earned vacation leave as a best practice for maintaining employee health and to avoid job burnout which may ultimately result in higher levels of employee turnover.

Adopted the 18th day of January 2022.

_____
Robert M. Trainor
Mayor

_____
Daryl Hennessy
City Manager/Clerk

Attachment: Annual Leave Payout (One-Time) (5322 : Employee Handbook - Annual Leave Payout - One Time)

Charles Town Utility Board
Proposed 457 Employer Contribution
FY 2023 Budget Consideration
February 9, 2022

CTUB Estimated Total Cost of 457 Employer Contribution

Employer 1% of Gross Contribution Per Year	Employer 3% of Gross Contribution Per Year
$18,524.81	**$55,574.43**
Proposed Employer Contribution of 1% of pay regardless if the employee participates in the plan	Proposed Employer Contribution of up to 3% of Salary but only offered to employees that contribute to the plan and over 1%

CTUB Estimated Water FY 2023 Budget Increase

Employer 1% of Gross Contribution Per Year	Employer 3% of Gross Contribution Per Year
$9,801.65	**$29,404.94**

CTUB Estimated Sewer FY 2023 Budget Increase

Employer 1% of Gross Contribution Per Year	Employer 3% of Gross Contribution Per Year
$8,723.16	**$26,169.49**

Notes:
(1) Pending City Council Final Approval (regarding employer match)
(2) Pending CTUB Board Approval
(3) 3% Match is worse case scenario if all CTUB contribute and more than 1% (Unlikely)

Charles Town Utility Board
Proposed Basic/Short/Long Term Disability
Budget Consideration
February 9, 2022

CTUB Estimated Total Costs from Assured Partners		
Option 1	**Option 2 - Metlife**	**Option 3- Guardian**
$24,479.65	**$17,284.83**	**$19,735.97**

CTUB Estimated Water Budget Increase		
Option 1 - Principal	**Option 2 - Metlife**	**Option 3 - Guardian**
$12,974.21	**$9,160.96**	**$10,460.06**

CTUB Estimated Sewer Budget Increase		
Option 1 - Principal	**Option 2 - Metlife**	**Option 3 - Guardian**
$11,505.44	**$8,123.87**	**$9,275.91**

AssuredPartners



POWER *through Partnership*

Presentation For: Charles Town Utility Board
Presentation By: Geoff Christian
January 1, 2022

Markets Approached

The following markets were considered in developing a recommendation:

Carrier Approached	Description	AM Best Rating	Response
Principal	Carrier	A+	Provided Quote
MetLife	Carrier	A+	Provided Quote
Guardian	Carrier	A+	Provided Quote

Please refer to the AM Best Ratings definitions in the Disclaimer section of the proposal.
AssuredPartners advises clients to select companies with an AM Best rating of A- or higher.


Ancillary Plan Comparisons

Basic Life Comparison

Charles Town Utility Board
Effective Date: 1/1/2022

AssuredPartners

	Option 1	Option 2	Option 3
Carrier	**Principal**	**MetLife**	**Guardian**
Employee Life/AD&D Benefit	$15,000	$15,000	$15,000
Guarantee Issue Amount	$15,000	$15,000	$15,000
Accelerated Death Benefit	75% up to $250,000	Not Included	Pending Confirmation
Waiver of Premium [Life Only]	Employee must be totally disabled for 12 months before premiums will be waived.	Disabled prior to age 60, waiting period 9 months, coverage continues to age 65	Disabled prior to age 60, waiting period 9 months, coverage continues to age 65
Age Reduction Schedule			
Age 64 or Younger 65-69 70-74 75-79 80-84 Age 85 and Older	Reduces by 35% Reduced by additional 15%	Reduces by 35% Reduced by additional 25% Reduced by additional 15%	Reduces by 35% Reduced by additional 25% Reduced by additional 15%
Rates	**Alternate**	**Alternate**	**Alternate**
Rate Guarantee	**2 Years**	**2 Years**	**2 Years**
Total Monthly Volume	$465,000.00	$465,000.00	$465,000.00
Basic Life	$0.257	$0.186	$0.360
Basic AD&D	$0.042	$0.041	$0.020
Monthly Life and AD&D Total	**$139.04**	**$105.56**	**$176.70**
Annual Life and AD&D Total	**$1,668.42**	**$1,266.66**	**$2,120.40**

Employer Paid Short Term Disability Comparison

Charles Town Utility Board

Effective Date: 1/1/2022

AssuredPartners

	Principal	MetLife	Guardian
Benefit Percentage	60%	60%	60%
Maximum Weekly Benefit	$900	$900	$900
Accident Elimination Period	1st Day	1st Day	1st Day
Sickness Elimination Period	8th Day	8th Day	8th Day
Maximum Benefit Duration	26 Weeks	26 Weeks	26 Weeks
Rates	**Principal**	**MetLife**	**Guardian**
Rate Guarantee	2 Years	2 Years	2 Years
Total Monthly Volume	$19,377	$19,377	$19,377
Rate per $10	$0.490	$0.349	$0.420
Monthly STD Total	**$949.47**	**$676.26**	**$813.83**
Annual STD Total	**$11,393.68**	**$8,115.09**	**$9,766.01**

Employer Paid Long Term Disability Comparison

Charles Town Utility Board

Effective Date: 1/1/2022

AssuredPartners

	Principal	MetLife	Guardian
Benefit Percentage	60%	60%	60%
Maximum Monthly Benefit	$6,000	$6,000	$6,000
Elimination Period	180 Days	180 Days	180 Days
Maximum Period of Payment	Own Occupation Period of 24 Months	Own Occupation Period of 24 Months	Own Occupation Period of 24 Months
Pre-Existing Condition	3/12	3/12	3/12
Survivor Benefit	Included	Included	Included
Self Reported Illness	24 Months	Included	Included
Mental Illness /Substance Abuse	24 Months	Included	24 Months
Rates	**Principal**	**MetLife**	**Guardian**
Rate Guarantee	2 Years	2 Years	2 Years
Total Monthly Volume	$148,666	$148,666	$148,666
Rate per $100	$0.640	$0.443	$0.440
Monthly LTD Total	**$951.46**	**$658.59**	**$654.13**
Annual LTD Total	**$11,417.55**	**$7,903.08**	**$7,849.56**


POWER
through Partnership
Disclosures / Disclaimers

A.M. Best Ratings

	A.M. Best Rating	Description	A.M. Best Opinion
Secure	A++, A+	Superior	Superior ability to meet their ongoing insurance obligations
	A, A-	Excellent	Excellent ability to meet their ongoing insurance obligations
	B++ , B+	Good	Good ability to meet their ongoing insurance obligations
Vulnerable	B, B-	Fair	Fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Weak ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
Not Rated	NR	Not Rates	NR-1 - Insufficient Data; NR-2 - Insufficient Size and/or Operating Experience; NR-3 - Rating Procedure Inapplicable; NR-4 - Company Request; NR-5 -Not Formally Followed

Financial Size Category (FSC) - Assigned by A.M Best, the FSC is based on adjusted policyholders' surplus (PHS) and is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want t consider buying insurance from companies that they believe have sufficient financial capacity to provide the necessary policy limit to insure their risk. Although companies utilize reinsurance to reduce their retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

AM Best FSC	Adjusted PHS (5 millions)	AM Best FSC	Adjusted PHS (5 millions)	AM Best FSC	Adjusted PHS (5 millions)
FSC I	Less than 1	FSC VI	25 to 50	FSC XI	750 to 1,000
FSC II	1 to 2	FSC VII	50 to 100	FSC XII	1,000 to 1,250
FSC III	1 to 5	FSC VIII	100 to 200	FSC XIII	1,250 to 1,500
FSC IV	5 to 10	FSC IX	250 to 500	FSC XIV	1,500 to 2,000
FSC V	10 to 25	FSC X	500 to 750	FSC XV	2,000 or greater

A.M Best Rating Below Standard

As part of our proposal, we have included a quotation for coverage through a carrier who does not meet our carrier financial standard (A.M Best rating of A- or higher)

Either this was the only company we could find willing to provide a quotation, or we may have provided you with an alternative quote (at a higher premium)

We have provided you with A.M. Best rating definitions so you can make informed decisions when placing your insurance coverage . Your choice of carrier should be made by weighing the pluses and minuses of pricing, service, and carrier financial condition.

We will provide any additional available information you may request to assist you in this decision. Please let us know if you have questions.

Non-Rated Carrier

This carrier is not rated by the A.M. Best Company because it does not meet Best's minimum standard for rating, or has chosen not to participate in the A.M. Best rating process.

Accordingly, you should be aware that we are unable to adequately evaluate this insurance company under our carrier financial standard (A.M. Best A. or higher).

An alternate quotation through an A.M. Best rated carrier may have been provided. Your choice of carrier should be made by weighing the positive and negative of pricing, service, and carrier financial condition.

We will provide any additional available information you may request to assist you in this decision. Please let us know if you have questions.

Disclaimers

1. This is intended to be a brief summary. Please refer to the proposal/contract for additional details. Every effort has been made to complete this summary as accurately as possible; contract provisions shall prevail.

2. Final rates are subject to plan election, actual enrollment, effective date of coverage, and the results of the underwriting process.

3. The data, analysis, descriptions, exhibits, and charts in this proposal are to support the conclusions and suggestions stated here. AssuredPartners is available to explain any item presented. It is assumed the recipients of this proposal will seek an explanation of anything that is not understood.

4. The information contained in this proposal may contain confidential information intended only for the individual or entity named. Any dissemination, distribution or copying of this summary is strictly prohibited.

5. DO NOT, under any condition, cancel your current insurance coverage without receiving written approval from the proposed carrier's home office.

6. Out of network providers are not contractually obligated to accept the usual, customary and reasonable (UCR) allowable amount as determined by the insurance carrier. The patient is responsible for any balance above the UCR amount in addition to co-pays, deductibles and co-insurance. The amount above UCR does not accumulate toward the out of pocket maximums.

7. AssuredPartners agencies are licensed as insurance producers by the various States where we are transacting insurance, which includes the sale, solicitation, and servicing of insurance business, as well as advising on the relative benefits of certain insurance policies and risk management programs. Our agencies typically receive compensation from insurers in the form of commissions paid as a percentage of the premiums due the applicable insurance companies. Commissions can vary by insurance company, by volume of business placed with that company or the profitability thereof, and other factors. In other cases, and depending on various State laws and the capacity in which our agency is acting, our agencies may receive other forms of compensation from insurers, insurance intermediaries, premium finance companies and other vendors; such as contingents, overrides, profit-sharing, premium finance fees, expense reimbursements, producer subsidies, award trips, meetings and other incentives. We also earn interest on premiums we hold until it is time to pay the applicable insurance companies.

8. Our overriding desire is to provide great customer service, having you, the customer, believe we have earned our compensation. We believe in full disclosure of our compensation. Accordingly, if you have any questions about the compensation we receive from your policies (including policies we propose to you), please just ask your account representative, who will gladly provide you a summary of our compensation arising from your policies (some estimation may be necessary, for example where contingents are involved).

9. The actual/final rates for the group are determined by the carrier, only after submission of all completed applications. The information provided is intended only as a summary; benefits may contain limitations and exclusions. Actual rates and benefits are based on actual enrollment, insurer-specific underwriting guidelines, utilization, and must be approved by the insurer. Rates and benefits cannot be guaranteed in advance and are subject to change by the insurer without notice. This is not a contract and does not replace the master contract or any other insurer documentation. Always refer to insurer publications to verify benefits and plan availability. Coverage will not be issued until final underwriting approval. Underwriting requires all applications are complete prior to final underwriting approval. If you do not have final rates and approval do not cancel your current carrier coverage. This may result in two carrier's coverage for the first month as retroactive termination is not allowed.

Charles Town
Utility Board
661 S. George Street, Suite 101 Charles Town, WV 25414
Phone: (304) 725-2316 ♦ Fax: (304) 725-7150 ♦ Web: www.ctubwv.com

MEMORANDUM TO THE BOARD OF DIRECTORS

FROM: Kristen Stolipher, Utility General Manager
SUBJECT: Utility General Manager's Report
DATE: February 9, 2022

ADMINISTRATIVE

- Customer Counts
  - Sewer 8,244 (2,042 billed by JUI)
  - Water 6,387

WATER

- EPA Lead and Copper Rule
  - 120Water Program kick-off
  - ASDWA Lead Service Line Inventory Symposium

- Water Facility Plan update
  - GDF and Dewberry DRAFT reports to be presented to the Board in March.

SEWER

- 2022 Collection System Project/Renewal and Replacement Project updates
  - IJDC Council deemed 2022 Collection System Project technically feasible and financing mechanism was approved on 2/2/2022. Once plans and permitting is complete, a binding commitment will be obtained.
  - Customer Notice re-sent for delivery week of January 24th through 28th
  - Public Hearing on February 7, 2022

INFORMATION

- **Capacity Improvement Fee collection: See attached.**
- **120Water Program Kick-off**

Customer Name	Location	Lot Number	CIF Date Paid	Number of Sewer EDUs	Sewer CIF Amount Paid	Number of Water EDU's	Water CIF Amount Paid
Wormald	Beallair	134	1/11/2022	1	$ 3,207.00		
Gordon	Burr West - TeMa	20-21	1/11/2022	1.5	$ 4,810.50		
Leonard, Dave	10th Avenue	A-C	1/13/2022	2	$ 2,254.00	2	$ 5,152.00
Lennar	Norborne Glebe	304-317	1/20/2022	14	$ 44,898.00	14	$ 36,064.00
Dan Ryan	Tate Manor	30-40	1/24/2022	11	$ 12,397.00	11	$ 28,336.00
Wormald	Beallair	136	1/25/2022	1	$ 3,207.00		
Sheetz	Burr Park	13-14	1/25/2022	0.03	$ 962.10		
			Total	**30.53**	$ 71,735.60	**27**	$ 69,552.00

Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Sewer

Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-22	**1.5**	29.03	30.53	$ 71,735.60		$ 71,735.60
Feb-22			0			$ -
Mar-22			0			$ -
Apr-22			0			$ -
May-22			0			$ -
Jun-22			0			$ -
Jul-22			0			$ -
Aug-22			0			$ -
Sep-22			0			$ -
Oct-22			0			$ -
Nov-22			0			$ -
Dec-22			0			$ -
Total 2022	**1.5**	**29.03**	**30.53**	**$ 71,735.60**	**$ -**	**$ 71,735.60**

Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Water

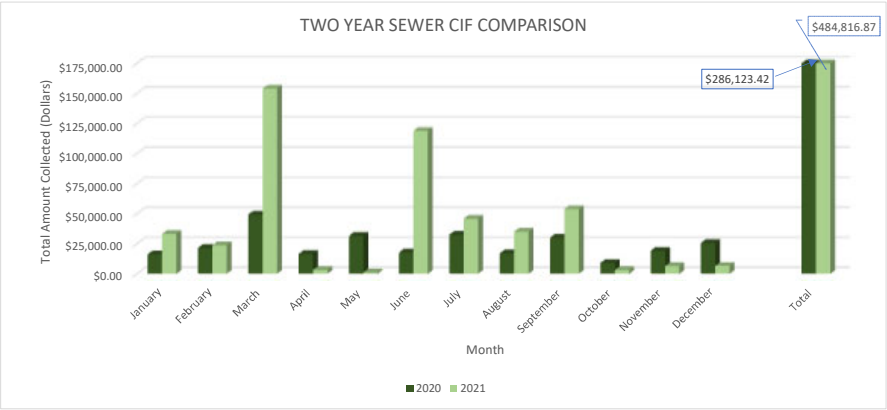
Month	Commercial	Residential	Total Number of EDU's	Total Water CIF
Jan-22		27	27	$ 69,552.00
Feb-22			0	
Mar-22			0	
Apr-22			0	
May-22			0	
Jun-22			0	
Jul-22			0	
Aug-22			0	
Sep-22			0	
Oct-22			0	
Nov-22			0	
Dec-22			0	
Total 2021	**0**	**27**	**27**	**$ 69,552.00**

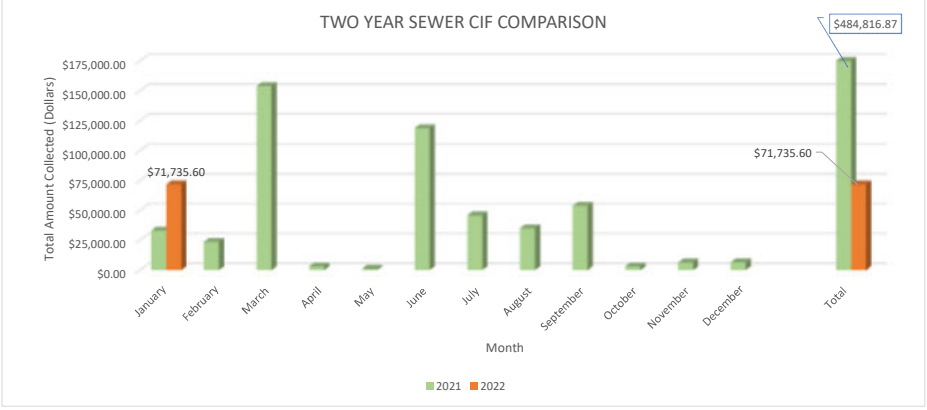
Charles Town Utility Board
2021 Capacity Improvement Fee Collections/EDU for Sewer

Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-21		22	22	$ 33,114.00		$ 33,114.00
Feb-21		21	21	$ 33,417.00	$ 9,750.00	$ 23,667.00
Mar-21		32	136.7	$ 154,023.33		$ 154,023.33
Apr-21		1	1	$ 3,207.00		$ 3,207.00
May-21		1	1	$ 1,127.00		$ 1,127.00
Jun-21	36	3	39	$ 118,833.00		$ 118,833.00
Jul-21		37	37	$ 45,859.00		$ 45,859.00
Aug-21	9.22	3	12.22	$ 35,029.54		$ 35,029.54
Sep-21		44	44	$ 53,748.00		$ 53,748.00
Oct-21		1	1	$ 3,207.00		$ 3,207.00
Nov-21		2	2	$ 6,414.00		$ 6,414.00
Dec-21		4	4	$ 6,588.00		$ 6,588.00
Total 2021	**45.22**	**124**	**320.92**	**$494,566.87**	**$9,750.00**	**$484,816.87**

Charles Town Utility Board
2022 Capacity Improvement Fee Collections/EDU for Sewer

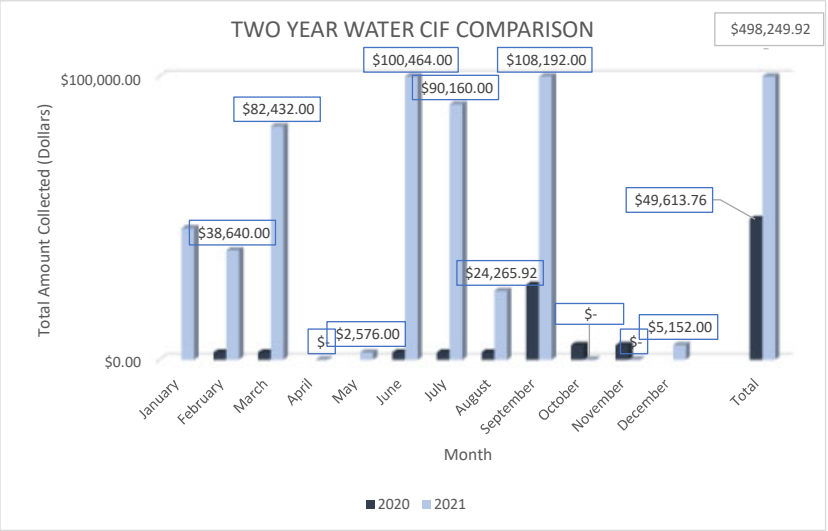
Month	Commercial	Residential	Total Number of EDU's	Total Sewer CIF Collected	CIF Paid to Ranson	Total
Jan-22	**1.5**	29.03	30.53	$ 71,735.60		$ 71,735.60
Feb-22						
Mar-22						
Apr-22						
May-22						
Jun-22						
Jul-22						
Aug-22						
Sep-22						
Oct-22						
Nov-22						
Dec-22						
Total 2022	**1.5**	**29**	**30.53**	**$71,735.60**	**$0.00**	**$71,735.60**

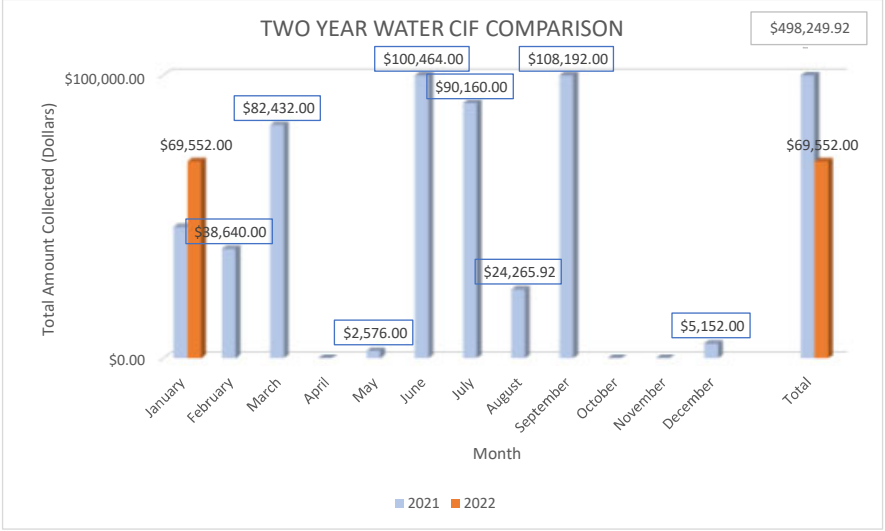




Charles Town Utility Board 2021 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-21		18	18	$ 46,368.00
Feb-21		15	15	$ 38,640.00
Mar-21		32	32	$ 82,432.00
Apr-21				$ -
May-21		1	1	$ 2,576.00
Jun-21	36	3	39	$ 100,464.00
Jul-21		35	35	$ 90,160.00
Aug-21	7.42	2	9.42	$ 24,265.92
Sep-21		42	42	$ 108,192.00
Oct-21				$ -
Nov-21				$ -
Dec-21		2	2	$ 5,152.00
Total 2021	**43.42**	**108**	**193.42**	**$ 498,249.92**

Charles Town Utility Board 2022 Capacity Improvement Fee Collections/EDU for Water				
Month	**Commercial**	**Residential**	**Total Number of EDU's**	**Total Water CIF**
Jan-21		27	27	$ 69,552.00
Feb-21				
Mar-21				
Apr-21				
May-21				
Jun-21				
Jul-21				
Aug-21				
Sep-21				
Oct-21				
Nov-21				
Dec-21				
Total 2022	**0**	**27**	**27**	**$ 69,552.00**





120Water™

Charles Town Program Kick-off

02/01/2022

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Agenda

30-min Zoom Call

Meeting Goals:

√ Introduce 120Water Team & Roles
√ Introduce Charles Town team & align on Roles
√ Review how we'll work together
√ Align on Expected Goals
√ Align on LSLI program timeline
√ Align on LSLI Next Steps

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120Water Team & Roles



Account Manager
Marcus Hagberg

Account Management
Ensures 120Water programs meet success metrics, and continue to be aligned with client's overall priorities

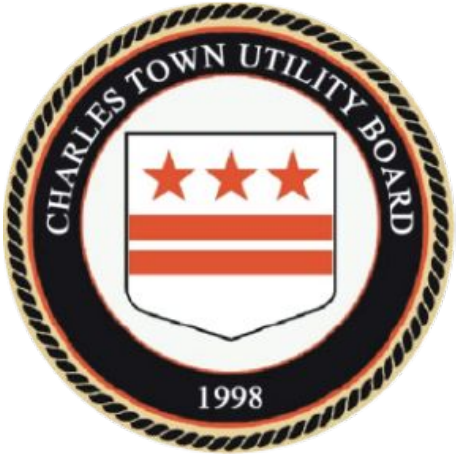


Senior Program Consultant
Jill Terhune

Program Consulting
Primary lead on inventory data analysis and consultation; leads program implementation; strategic consulting on resource prioritization; day-to-day support for software operations and functionality; leads platform training.

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Charles Town Team & Role Alignment



Program Sponsor
Executive decision maker; liaises with Account Manager on program success metrics and program scope questions

Project Manager
Liaises with Program Consultant on program particulars; main recipient of communications

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How we work together

Software Platform - Pro Edition

Lead Service Line Inventory (LSLI) Program

LSL Inventory & Data Management

- √ Manage Locations
- √ Manage LSL Profiles
- √ Manage Documents
- √ Contact Management
- √ Activity Management
- √ Custom Fields

Communicate & Report

- √ Real-Time Reporting
- √ Mail Merge to Letter PDFs
- √ Easily Export Data for Compliance
- √ Auto Letter Delivery (150 sends)
- √ Configurable Templates
- √ Letter Tracking & Reporting

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How we work together

Services - Implementation & Program Consulting

Software Implementation

√ Full program stand-up in 120Water software
√ Guidance on Import & Data Management
√ Guidance on Program Management
√ Live Training through the 120Water Software

Program Consulting

√ Serve as the primary lead for LSLI program
√ Coordinate data aggregation from various sources
√ Consultive review of Service Line Inventory data
√ Share best practices on approaches to lead service line inventory prioritization and action
√ Communications strategies

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Aligning on Expected Goals - Program Consulting



1. Review Data

- GIS and other records
- Historical projects
- Staff knowledge
- Discuss with regulatory agency

2. Preliminary Inventory

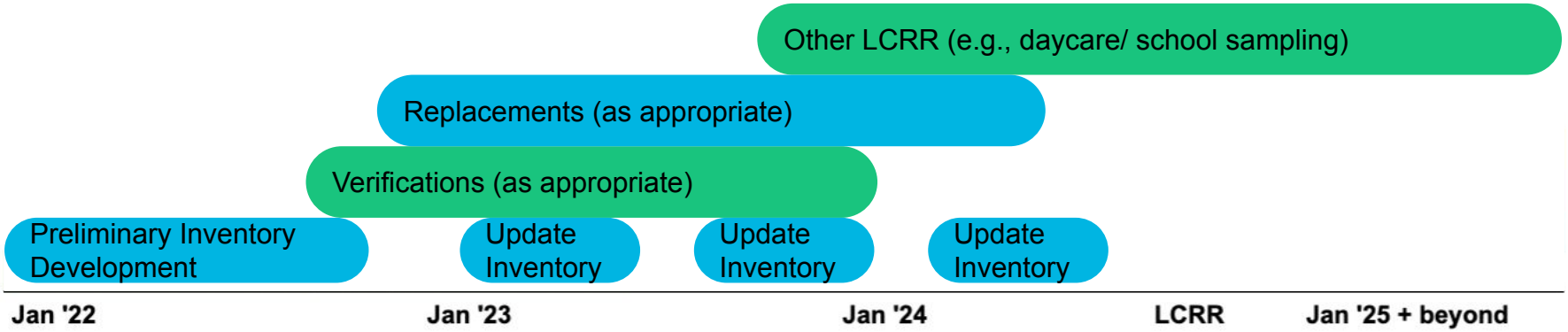
- Document methods for compliance
- Compile & clean
- Digitize in platform
- Platform training

3. Get the Most out of it

- Expand Tier Site List
- Identify gaps & strategy for finalizing
- Launch additional campaigns

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LSLI Program Timeline



√ Preliminary Inventory Development takes approximately 4-6 months following Data Review
√ Verifications (if needed) should prioritize areas with known, suspected lead, unknown, or galvanizing requiring replacement

> "All water systems with one or more lead, galvanized requiring replacement, or lead status unknown service lines in their distribution system must, by October 16, 2024, submit a lead service line replacement plan to the State" (LCRR, Federal Register)

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Next Steps

Charles Town & 120W:

√ 120W to organize stakeholder meeting(s) to facilitate data review

- GIS records point person
- Customer billing data point person
- Work order system point person
- Engineering/Transmission & Distribution point person with knowledge of historical/recent capital projects in the distribution system
- Water Quality/compliance point person (whoever usually oversees Lead & Copper Rule events for example)

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120Water™

Thank you!

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Charles Town Water Department
Revenue & Expense Summary
12/31/2021

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,740,000	Metered Sales - Residential	1,370,000	1,328,359	(41,641)
1,210,000	Metered Sales - Commercial	605,000	682,281	77,281
105,000	Metered Sales - Glen Haven/Cavaland	52,500	52,580	80
15,000	Sale for Resale - Bulk Water	7,500	11,026	3,526
80,000	Forfieted Discounts	40,000	34,877	(5,123)
25,000	Misc. Service Rev - Reconnection / Tap Fees	12,500	10,300	(2,200)
515,000	Tank Lot Rental Income	257,500	262,881	5,381
8,000	Interest Income	4,000	2,510	(1,490)
2,000	Sinking Fund Income	1,000	32	(968)
75,000	Miscellaneous Income	37,500	37,986	486
0	Grant Revenue - OEHS SWAP EWM	-	46,765	46,765
0	CIF & CAC Revenue	-	227,770	227,770
0	Checking Acct @ 6/30/21	-	551,603	551,603
4,775,000	**TOTAL REVENUES**	2,387,500	3,248,971	861,471
	EXPENSES			
82,000	Operation Labor - SOS Pumping	41,000	36,469	(4,531)
20,000	Supplies & Expense	10,000	165	(9,835)
20,000	Maint of Water Source	10,000	-	(10,000)
246,000	Operation Labor - WTP	123,000	129,385	6,385
125,000	Power & Fuel - WTP	62,500	47,836	(14,664)
6,000	Power & Fuel - WTP GH/CAV	3,000	1,698	(1,302)
20,000	Supplies & Expense - WTP	10,000	6,044	(3,956)
10,000	Supplies & Expense - GH/CAV	5,000	1,515	(3,485)
120,000	Chemicals	60,000	65,140	5,140
45,000	Testing	22,500	9,921	(12,579)
90,000	Maint Water Treatment Plant	45,000	27,299	(17,701)
10,000	Maint of Water Plant - GH/CAV	5,000	-	(5,000)
440,000	Maintenance Labor	220,000	216,586	(3,414)
20,000	Supplies & Expense - Maint	10,000	6,816	(3,184)
75,000	Maint Dist Reservior & Standpipes	37,500	49,571	12,071
150,000	Maint of Mains	75,000	10,904	(64,096)
200,000	Maint of Services	100,000	65,997	(34,003)
175,000	Maint of Meters	87,500	47,842	(39,658)
25,000	Maint of Hydrants	12,500	3,489	(9,011)
170,000	Accounting & Collecting Labor	85,000	77,448	(7,552)
30,000	Supplies & Expense - Acct & Collect	15,000	7,951	(7,049)
30,000	Bad Debt Expense	15,000	4,667	(10,333)
115,000	Admin & General Salaries	57,500	61,027	3,527
156,000	Employee Insurance & Benefits	78,000	73,771	(4,229)
106,000	Employee Pension Expense	53,000	50,187	(2,813)
81,000	Payroll Taxes - FICA Tax Expense	40,500	40,172	(328)
30,000	OPEB (other post empl benefits)	15,000	10,516	(4,484)

Charles Town Water Department
Revenue & Expense Summary
12/31/2021

114,000	Office Supplies & Other Expense	57,000	52,305	(4,695)
15,000	Maintenance of General Property	7,500	3,442	(4,058)
10,000	Contractual Services - Engineering	5,000	33,525	28,525
20,000	Contractual Services - Accounting	10,000	3,425	(6,575)
15,000	Contractual Services - Legal	7,500	2,101	(5,399)
60,000	Contractual Services - Other	30,000	16,679	(13,321)
40,000	Transportation Expense	20,000	18,206	(1,794)
75,000	Property Insurance	37,500	50,214	12,714
45,000	Injuries & Damages	22,500	14,025	(8,475)
20,000	Regulatory Commission Expense	10,000	1,605	(8,395)
6,000	Bond Administration Fees	3,000	2,769	(231)
10,000	Misc General Expense	5,000	1,724	(3,276)
1,180,000	Depreciation Expense	590,000	590,000	-
480,000	Interest on Long Term debt	240,000	235,610	(4,390)
78,000	Amortization - Bond Discount	39,000	39,000	-
4,765,000	**TOTAL EXPENSES**	2,382,500	2,117,048	(265,452)

10,000	Excess (Deficit)	5,000	1,131,923	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/21		551,603	
	Disbursements To Date		(2,501,613)	
	Expenses		2,117,048	
	Deposits To Date		2,803,591	
	Revenues		(3,248,971)	
	CASH BALANCE @ 12/31/2021		853,581	
			853,581	Water Operating
			(0)	
	Water Capacity Improvement Fees		1,959,337	
	Water Renewal & Replacement		747,378	
	Water Working Capital Fund		366,888	

Charles Town Sewer Department
Revenue & Expense Summary
12/31/2021

Annual Budget		Y-T-D Budget	Y-T-D Actual	Difference
	REVENUES			
2,310,000	CTUB Service Revenue	1,155,000	1,202,069	47,069
1,330,000	Sewer Service Revenue - Ranson	665,000	727,625	62,625
2,376,000	Sewer Service Revenue - JCPSD	1,188,000	1,272,369	84,369
40,000	Customer Forfieted Discounts	20,000	19,557	(443)
27,000	Customer Forfieted Discounts- RA	13,500	11,764	(1,736)
50,000	Customer Forfieted Discounts- PSD	25,000	20,585	(4,415)
42,000	Misc. Sewer Revenues	21,000	9,220	(11,780)
0	CIF & CAC Revenues	-	157,434	157,434
8,000	Interest Income	4,000	3,581	(419)
3,000	Sinking Fund Income	1,500	27	(1,473)
0	Checking Acct @ 6/30/21	-	2,046,245	2,046,245
6,186,000	**TOTAL REVENUES**	3,093,000	5,470,475	2,377,475
	EXPENSES			
20,000	Supplies & Expense	10,000	7,438	(2,563)
18,000	Maint of Service Connections	9,000	35,551	26,551
300,000	Maint of Collecting & Trans. Mains	150,000	84,975	(65,025)
336,000	Operation Labor	168,000	159,785	(8,215)
120,000	Power & Fuel	60,000	53,746	(6,254)
25,000	Supplies & Expense	12,500	8,889	(3,611)
250,000	Maint of Pump Stations	125,000	107,446	(17,554)
230,000	Operation Labor	115,000	115,009	9
130,000	Power - CT Plant	65,000	57,126	(7,874)
75,000	Power - TUI	37,500	36,515	(985)
10,000	Power - Deerfield	5,000	1,682	(3,318)
150,000	Chemical Expense - CT	75,000	77,526	2,526
20,000	Chemical Expense - TUI	10,000	4,990	(5,010)
30,000	Laboratory Supplies & Expense - CT	15,000	19,459	4,459
5,000	Laboratory Supplies & Expense - TUI	2,500	3,274	774
95,000	Supplies & Expense	47,500	49,216	1,716
120,000	Maint. Burns Farm	60,000	31,504	(28,496)
240,000	Maint. Treatment Plant - CT	120,000	36,907	(83,093)
80,000	Maint. Treatment Plant - TUI	40,000	30,878	(9,122)
15,000	Maint. Treatment Plant - Deerfield	7,500	6,894	(606)
212,000	Billing, Collecting & Accounting Labor	106,000	99,633	(6,367)
85,000	Billing Fees Expense	42,500	43,949	1,449
35,000	Bad Debt Expense	17,500	10,837	(6,663)
180,000	Admin. & General Salaries	90,000	79,077	(10,923)
130,000	Employee Insurance & Benefits	65,000	69,420	4,420
98,000	Employee Pension Expense	49,000	45,391	(3,609)
75,000	Payroll Taxes - FICA Tax Expense	37,500	35,584	(1,916)
26,000	OPEB (other post empl. benefits)	13,000	9,784	(3,216)
135,000	Office Supplies & Expense	67,500	57,009	(10,491)
35,000	Maint. of General Property	17,500	8,588	(8,912)

Charles Town Sewer Department
Revenue & Expense Summary
12/31/2021

60,000	Contractual Services - Engineering	30,000	29,488	(512)
32,000	Contractual Services - Accounting	16,000	10,300	(5,700)
130,000	Contractual Services - Legal	65,000	68,859	3,859
78,000	Contractual Services - Other	39,000	27,112	(11,888)
55,000	Transportation Expense	27,500	28,586	1,086
100,000	Insurance	50,000	52,099	2,099
36,000	Worker's Comp	18,000	11,020	(6,980)
30,000	Regulatory Commission Expense	15,000	2,337	(12,663)
71,000	Bond Administration Fees	35,500	25,498	(10,002)
10,000	Misc. General Expense	5,000	2,384	(2,616)
1,800,000	Depreciation Expense	900,000	900,000	-
345,000	Interest on Long Term Debt	172,500	163,367	(9,133)
57,000	Amort. Of Debt Discount & Expense	28,500	28,500	-
6,084,000	**TOTAL EXPENSES**	3,042,000	2,737,630	(304,370)
102,000	**Excess (Deficit)**	51,000	2,732,845	
	Reconciliation to Cash:			
	Cash Balance @ 6/30/21		2,046,245	
	Disbursements To Date		(2,988,460)	
	Expenses		2,737,630	
	Deposits To Date		3,276,919	
	Revenues		(5,470,475)	
	CASH BALANCE 12/31/2021		2,334,703	
			2,334,703	Sewer Operating
			0	
	Sewer Capacity Improvement Fees		2,490,062	
	Sewer Renewal & Replacement		627,096	
	Sewer Working Capital Fund		704,810	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
GERALD TAYLOR CO., INC.	PUMP / TRANSPORT	WATER FUND	WATER		892.35
	VAC / TRANSPORT	WATER FUND	WATER		602.56
	VAC / TRANSPORT	WATER FUND	WATER		544.29
				TOTAL:	2,039.20
THE CI THORNBURG CO, INC.	6" OMNI	WATER FUND	WATER		2,991.19
	3/4"AYM74701-22CCXPJCTSCOR	WATER FUND	WATER		771.14
	3/4"AYM76100-22PJCTSXPJCTS	WATER FUND	WATER		4,049.82
				TOTAL:	7,812.15
USA BLUEBOOK	UV LAMP FOR DEERFIELD	SEWER FUND	SEWER		1,535.34
	TRANSMITTER FOR CTWWTP	SEWER FUND	SEWER		725.89
				TOTAL:	2,261.23
WIRELESS NETWORKS GROUP, INC.	MISC SVCS, JAN	WATER FUND	WATER		1,350.00
				TOTAL:	1,350.00
XYLEM DEWATERING SOLUTIONS, INC	8" GODWIN QD O-RING	WATER FUND	WATER		130.85
	BLOCK HEATER WTP	WATER FUND	WATER		123.91
	2 PULLBEHIND GODWINS	SEWER FUND	SEWER		1,645.66
				TOTAL:	1,900.42
XYLEM WATER SOLUTIONS U.S.A., INC.	REPAIR ON GODWIN @ TUSC	SEWER FUND	SEWER		1,775.85
				TOTAL:	1,775.85

FUND TOTALS	
50 WATER FUND	94,467.53
60 SEWER FUND	71,568.34
GRAND TOTAL:	166,035.87

TOTAL PAGES: 4

APPROVED BY: _____

APPROVED BY: _____

This Packet: $ 166,035.87
Security Deposit refunds: 1,304.58

Total: $ 167,340.45

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	73.74
JEFFERSON RENTALS	GRAPPLE ROOT RATE BUCKET	WATER FUND	WATER	304.70
			TOTAL:	304.70
THOMAS NALLS	JAN TANK LOT RENT	WATER FUND	NON-DEPARTMENTAL	3,518.48
			TOTAL:	3,518.48
LOGICAL CONCEPTS, INC	FLWNGSPRGS,GRNFLDSTH 4-5,B	SEWER FUND	SEWER	393.00
			TOTAL:	393.00
PACE ANALYTICAL SERVICES, LLC	TESTING: ROCKWOOL MNTHLY	SEWER FUND	SEWER	199.00
	TESTING: CT WKLY	SEWER FUND	SEWER	186.00
	TESTING: ROCKWOOL MNTHLY	SEWER FUND	SEWER	28.00
	TESTING: CT WKLY	SEWER FUND	SEWER	186.00
	TESTING: CT WKLY	SEWER FUND	SEWER	18.00
	TESTING: CT WKLY	SEWER FUND	SEWER	28.28
			TOTAL:	645.28
PETTY CASH @ 661 S GEORGE ST	PETTY CASH- MISC RECEIPTS	WATER FUND	WATER	57.75
	PETTY CASH- MISC RECEIPTS	WATER FUND	WATER	10.30
	PETTY CASH- MISC RECEIPTS	SEWER FUND	SEWER	57.75
	PETTY CASH- MISC RECEIPTS	SEWER FUND	SEWER	119.85
			TOTAL:	245.65
RL BENTLEY MACHINERY REPAIR & SERVICE,	PARTS FOR COMPRESSOR	SEWER FUND	SEWER	1,161.01
			TOTAL:	1,161.01
CORPORATION OF RANSON	DEC UT COLLECTIONS	WATER FUND	NON-DEPARTMENTAL	2,975.27
			TOTAL:	2,975.27
SHENANDOAH SALES & SERVICE, INC.	REPAIR WATER	WATER FUND	WATER	144.48
	REPAIR WATER	WATER FUND	WATER	314.84
	REPAIR WATER	WATER FUND	WATER	498.74
	REPAIR WATER	WATER FUND	WATER	148.50
	REPAIR SEWER	SEWER FUND	SEWER	890.18
	REPAIR SEWER	SEWER FUND	SEWER	247.48
			TOTAL:	2,244.22
LAW OFFICES OF HOY SHINGLETON, L.C.	BOND REFUNDING 1/6 - 1/25/	WATER FUND	WATER	646.00
	GENERAL 1/7 - 1/31/22	SEWER FUND	SEWER	1,598.00
	CAVERD UTILITIES 1/3 & 1/1	SEWER FUND	SEWER	612.00
	BOND REFUNDING 1/6 - 1/25/	SEWER FUND	SEWER	646.00
	2021 PRJCTS 1/3 & 1/6/22	SEWER FUND	SEWER	714.00
	SHENJCT 1//12/22	SEWER FUND	SEWER	170.00
			TOTAL:	4,386.00
SPRINT	MONTHLY CELL SERVICE	WATER FUND	WATER	89.14
	MONTHLY CELL SERVICE	SEWER FUND	SEWER	157.76
			TOTAL:	246.90
MICHAEL CRAIG STARLIPER	TUSCAWILLA	SEWER FUND	SEWER	5,118.00
			TOTAL:	5,118.00
STEPTOE & JOHNSON PLLC	GENERAL ENVIRONMENTAL	SEWER FUND	SEWER	10,515.00
			TOTAL:	10,515.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
	CES PACL 2000	SEWER FUND	SEWER		13,641.36
	ZETAG 8868 FS	SEWER FUND	SEWER		8,483.36
				TOTAL:	26,880.04
CRYSTAL SPRINGS	MONTHLY SVC@ 661 S GEORGE	WATER FUND	WATER		55.72
	MONTHLY SVC@ 661 S GEORGE	SEWER FUND	SEWER		55.72
				TOTAL:	111.44
WV DEPT OF HEALTH & HUMAN SERVICES	FLOURIDE TEST	WATER FUND	WATER		15.00
	BACTERIOLOGICAL TEST	WATER FUND	WATER		120.00
				TOTAL:	135.00
ENCOVA INSURANCE	INSTALLMENT	WATER FUND	WATER		2,943.36
	INSTALLMENT	SEWER FUND	SEWER		2,312.64
				TOTAL:	5,256.00
FASTENAL	CTWWTP	SEWER FUND	SEWER		862.99
				TOTAL:	862.99
FIFTH THIRD BANK	PCARD 4726	WATER FUND	WATER		1,271.58
	PCARD 4726	WATER FUND	WATER		1,309.68
	PCARD 4726	WATER FUND	WATER		604.05
	PCARD 4726	WATER FUND	WATER		105.78
	PCARD 4726	WATER FUND	WATER		5,193.00
	PCARD 4726	WATER FUND	WATER		359.99
	PCARD 4726	WATER FUND	WATER		7.59
	PCARD 4726	SEWER FUND	SEWER		1,290.82
	PCARD 4726	SEWER FUND	SEWER		793.27
	PCARD 4726	SEWER FUND	SEWER		1,492.58
	PCARD 4726	SEWER FUND	SEWER		24.60
	PCARD 4726	SEWER FUND	SEWER		219.38
	PCARD 4726	SEWER FUND	SEWER		176.84
	PCARD 4726	SEWER FUND	SEWER		50.00
	PCARD 4726	SEWER FUND	SEWER		60.00
				TOTAL:	12,959.16
FLUID SOLUTIONS INC	11TH AVE PS: START KIT FOR	SEWER FUND	SEWER		178.88
				TOTAL:	178.88
GUTTMAN ENERGY	W/E 1/23/22	WATER FUND	WATER		493.89
	W/E 1/30/22	WATER FUND	WATER		1,100.18
	W/E 1/23/22	SEWER FUND	SEWER		523.10
	W/E 1/30/22	SEWER FUND	SEWER		1,372.52
				TOTAL:	3,489.69
HACH COMPANY	aa REAGENT SET, CHLORINE F	WATER FUND	WATER		308.44
				TOTAL:	308.44
PROTOUCH COMMUNICATIONS, LLC	JAN SVCS: AFTER-HRS EMERGE	WATER FUND	WATER		201.47
				TOTAL:	201.47
IRON MOUNTAIN, INC	SHREDDING, STORAGE	WATER FUND	WATER		261.34
	SHREDDING, STORAGE	SEWER FUND	SEWER		261.33
				TOTAL:	522.67
JEFFERSON PUBLISHING COMPANY	1/19 NOTICE: SWRSYST IMPRV	SEWER FUND	SEWER		73.74

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALLY	AGREEMENT NO 024001730176	WATER FUND	NON-DEPARTMENTAL	12,739.85
	AGREEMENT NO 024001730176	WATER FUND	WATER	591.45
			TOTAL:	13,331.30
APPARATAUS REPAIR & ENGINEERING, INC	SVC CLL: MOTORS SLUDGE ROO	WATER FUND	WATER	3,099.34
	DISASSEMBLE, INSPECT, CLEA	WATER FUND	WATER	468.26
	DISASSEMBLE, INSPECT, CLEA	WATER FUND	WATER	419.36
	DISASSEMBLE, INSPECT, CLEA	WATER FUND	WATER	468.62
	DISASSEMBLE, INSPECT, CLEA	WATER FUND	WATER	390.72
	DISASSEMBLE, INSPECT, CLEA	WATER FUND	WATER	282.27
			TOTAL:	5,128.57
BIEDLER'S ELECTRIC MOTOR REPAIR, INC.	PISTAGRIT RPR CTWWTP	SEWER FUND	SEWER	643.67
			TOTAL:	643.67
JP & RF BURNS PARTNERSHIP	JAN LOADS -- 30	SEWER FUND	SEWER	5,370.00
			TOTAL:	5,370.00
CHARLES TOWN UTILITY BOARD	JANUARY FUNDING	WATER FUND	NON-DEPARTMENTAL	11,779.55
			TOTAL:	11,779.55
CITY ELECTRIC SUPPLY CO	TWWTP AIR COMPRESSOR	SEWER FUND	SEWER	193.75
			TOTAL:	193.75
CITY NATIONAL BANK	LOCKBOX SVCS: JAN	WATER FUND	WATER	1,621.22
	LOCKBOX SVCS: JAN	WATER FUND	WATER	704.44
	LOCKBOX SVCS: JAN	SEWER FUND	SEWER	1,621.21
	LOCKBOX SVCS: JAN	SEWER FUND	SEWER	704.44
			TOTAL:	4,651.31
CITY OF CHARLES TOWN	UB COLLECTIONS DEC	WATER FUND	NON-DEPARTMENTAL	15,688.26
	DEC UTLITIES@ 661 S GEORGE	WATER FUND	WATER	514.35
	FEB RENT@ 661 S GEORGE ST	WATER FUND	WATER	1,275.00
	DEC UTLITIES@ 661 S GEORGE	SEWER FUND	SEWER	514.35
	FEB RENT@ 661 S GEORGE ST	SEWER FUND	SEWER	1,275.00
			TOTAL:	19,266.96
CLIFFS CLEANING SERVICE	JAN CLEANING	WATER FUND	WATER	125.00
	JAN CLEANING	WATER FUND	WATER	365.00
	JAN CLEANING	SEWER FUND	SEWER	100.00
	JAN CLEANING	SEWER FUND	SEWER	365.00
			TOTAL:	955.00
COMCAST BUSINESS	8299 31 008 0138502	WATER FUND	WATER	179.75
	8299 31 008 0138502	SEWER FUND	SEWER	179.74
			TOTAL:	359.49
CORE & MAIN	FOR WATER REPAIR	WATER FUND	WATER	1,510.24
	PTM-1NL 3/4 BRS INSRT MIPX	WATER FUND	WATER	256.80
	WATER REPAIR CLAMPS	WATER FUND	WATER	415.90
	WTP	WATER FUND	WATER	1,005.39
	RML-1-T ONE HOLE 20" MONIT	WATER FUND	WATER	427.50
	BALLCRB FIPT, BALLCRB PJ,	WATER FUND	WATER	868.56
			TOTAL:	4,484.39
COYNE CHEMICAL	AMMONIUM SULFATE 40%, CP-8	WATER FUND	WATER	4,755.32