

**AN ORDINANCE ESTABLISHING TOTAL COMPENSATION FOR  
THE TOWN OF WINAMAC, INDIANA**

Ordinance No. 15 of 2020

**WHEREAS** the Town of is desirous of amending a schedule of total compensation to include the salaries and benefits for its employees for the year 2021; and

**WHEREAS** the Town of Winamac Town Council has reviewed the financial condition of the Town for purposes of arriving at proposed total compensation to include salaries and benefits that are fiscally responsible, and which are fair, just, and equitable to its employees; and

**NOW THEREFORE BE IT ORDAINED** by the Town of Winamac Town Council, that the total compensation for its elected officials and employees for the year 2021:

**2021 BASE PAY RATE SCHEDULE**

| TITLE  | CLASSIFICATION      | BASE PAY RATES  | BUDGET LINES  |
|--|---------------------|---|---|
| Town Council President                               | Stipend             | Bi-annual payments (June and November) of \$1,750.00 for a total of \$3,500.00 per year.  | 50% General Fund<br>25% Electric Utility<br>12.5% Water Utility<br>12.5% Wastewater Utility |
| Town Council Member(s)                               | Stipend             | Bi-annual payments (June and November) of \$1,500.00 for a total of \$3,000.00 per year.  | 50% General Fund<br>25% Electric Utility<br>12.5% Water Utility<br>12.5% Wastewater Utility |
| Town Manager<br><i>Appointed by the Town Council</i> | Exempt Full-Time    | \$2,356.80 Bi-weekly  | 50% Electric Utility<br>25% Water Utility<br>25% Wastewater Utility                         |
| Clerk-Treasurer                                      | Exempt Full-Time    | \$1,919.20 Bi-weekly<br>See "Pay Considerations" for additional information.  | 50% Electric Utility<br>25% Water Utility<br>25% Wastewater Utility                         |
| Assistant to the Clerk-Treasurer                     | Nonexempt Part-Time | \$20.00 per hour  | 75% Electric Utility<br>12.5% Water Utility<br>12.5% Wastewater Utility                     |
| First Deputy Clerk                                   | Nonexempt Full-Time | First Year - \$16.69 per hour<br>Second Year - \$17.20 per hour<br>Third Year - \$17.68 per hour<br>Fourth Year - \$18.18 per hour<br>Fifth Year - \$18.68 per hour | 50% Electric Utility<br>25% Water Utility<br>25% Wastewater Utility                         |
| Second Deputy Clerk                                  | Nonexempt Full-Time | First Year - \$16.69 per hour<br>Second Year - \$17.20 per hour<br>Third Year - \$17.68 per hour<br>Fourth Year - \$18.18 per hour<br>Fifth Year - \$18.68 per hour | 50% Electric Utility<br>25% Water Utility<br>25% Wastewater Utility                         |

|   |                     |   |   |
|---|---------------------|---|---|
| Deputy Clerk  | Nonexempt Full-Time | First Year - \$16.19 per hour<br>Second Year - \$16.70 per hour<br>Third Year - \$17.18 per hour<br>Fourth Year - \$17.68 per hour<br>Fifth Year - \$18.18 per hour | 50% Electric Utility<br>25% Water Utility<br>25% Wastewater Utility |
| Town Marshal<br><i>Appointed by the Town Council</i>                    | Exempt Full-Time    | \$2,184.84 Bi-weekly  | 100% Police   |
| Interim Town Marshal  | Nonexempt Temporary | \$27.00 per hour  | 100% Police   |
| First Sergeant  | Nonexempt Full-Time | \$21.93 per hour  | 100% Police   |
| Deputy Marshal with Academy Training                                    | Nonexempt Full-Time | \$21.48 per hour  | 100% Police   |
| Deputy Marshal without Academy Training                                 | Nonexempt Full-Time | \$20.13 per hour  | 100% Police   |
| Part-Time Deputy Marshal  | Nonexempt Part-Time | \$18.25 per hour  | 100% Police   |
| School Crossing Guard   | Stipend Part-Time   | \$98.23 per week  | 100% General Fund   |
| Electric Superintendent<br><i>Appointed by the Town Council</i>         | Exempt Full-Time    | \$2,290.40 Bi-weekly  | 100% Electric Utility   |
| Lineman   | Nonexempt Full-Time | First Year - \$19.07 per hour<br>Second Year - \$20.35 per hour<br>Third Year - \$21.64 per hour<br>Fourth Year - \$22.91 per hour<br>Fifth Year - \$24.05 per hour | 100% Electric Utility   |
| Water and Street Superintendent<br><i>Appointed by the Town Council</i> | Exempt Full-Time    | \$2,166.40 Bi-weekly  | 100% Water Utility  |
| Water and Street Crew Member  | Nonexempt Full-Time | First Year - \$17.91 per hour<br>Second Year - \$18.77 per hour<br>Third Year - \$19.46 per hour<br>Fourth Year - \$19.79 per hour<br>Fifth Year - \$21.48 per hour | 100% Water Utility  |
| Wastewater Superintendent<br><i>Appointed by the Town Council</i>       | Exempt Full-Time    | \$2,166.40 Bi-weekly  | 100% Wastewater Utility   |
| Wastewater Crew Member  | Nonexempt Full-Time | First Year - \$17.91 per hour<br>Second Year - \$18.77 per hour<br>Third Year - \$19.46 per hour  | 100% Wastewater Utility   |

|  |                               |   |   |
|--|-------------------------------|---|---|
|  |                               | Fourth Year - \$19.79 per hour<br>Fifth Year - \$21.48 per hour   |   |
| Utility Swing Person   | Nonexempt Full-Time           | First Year - \$17.91 per hour<br>Second Year - \$18.77 per hour<br>Third Year - \$19.46 per hour<br>Fourth Year - \$19.79 per hour<br>Fifth Year - \$21.48 per hour | 50% Electric Utility<br>25% Water Utility<br>25% Wastewater Utility |
| Parks and Recreation Manager<br><i>Appointed by the Town Council</i> | Nonexempt Full-Time           | \$23.78 per hour  | 100% Park Fund  |
| Parks and Recreation Secretary                                       | Stipend                       | \$1,000.00 Annually   | 100% Park Fund  |
| Parks and Recreation Temporary/Part-Time Employees                   | Nonexempt Temporary/Part-Time | \$10.79 per hour  | 100% Park Fund  |
| Zoning Board Member(s)   | Stipend                       | \$25.00 per meeting   | 100% General Fund   |
| Zoning Inspector   | Stipend                       | \$1,500.00 Annually   | 100% General fund   |
| Zoning Secretary   | Stipend                       | \$500.00 Annually   | 100% General Fund   |

### PAY CONSIDERATIONS

All full-time and part-time employees shall be paid bi-weekly in 2021 with the first bi-weekly pay period designated as Monday, December 14, 2020, through Sunday, December 27, 2020, payable on Friday, January 1, 2021.

#### ***Work Schedules***

The Town of Winamac will establish the standard workday, workweek, and starting and ending times for each department, taking into account current and anticipated workloads, public service needs and other factors. No established schedule will be construed as a guarantee of work hours or as a restriction on the Town of Winamac's right to restructure the workday or workweek. Each department is responsible for communicating these work parameters to their employees.

At the discretion of the Town of Winamac, nonexempt employees may be authorized to take break periods during each shift. Such breaks will not interfere with the proper performance of the employee's work responsibilities and will be set by the Supervisors.

Refer to the Town of Winamac Employee Handbook for additional information on Work Schedules.

#### ***Overtime/Compensatory Time/Flex Time***

Overtime compensation will be paid to nonexempt employees at time and one-half of the employee's hourly pay rate for all hours over 40 in a standard workweek and in accordance with

federal and state wage and hour laws. An employee's time off while using vacation benefits, personal time off, and holidays will be considered hours worked for purposes of performing overtime calculations. Sick time off will not be considered hours worked for purposes of performing overtime calculations.

Due to budgetary constraints, the Town of Winamac encourages the use of compensatory time in lieu of overtime pay for nonexempt employees. Compensatory time is earned at the rate of one and one-half times the actual time worked. For example, a nonexempt employee who works one-hour of overtime will receive one and one-half hours of compensatory time.

In a certain situation it may be possible for an employee, with the permission of their Supervisor, to work an adjusted or flexible work schedule. The schedule must not cause a reduction in the ability of that employee's department to properly perform their duties and responsibilities. Further, the establishment of a flexible schedule may not result in the need to hire other employees, or the use of overtime to cover those "traditional" hours not worked by the employee working a flexible schedule. A flexible schedule may allow for nonexempt employees to work more than eight-hours in a day, but must not exceed 40-hours in one workweek. Nonexempt employees will be eligible for overtime pay for all hours worked in excess of 40-hours in one workweek.

Upon termination of employment, employees shall be paid for all accrued, but unused compensatory time in accordance with the standards set forth in the Fair Labor Standards Act (FLSA).

Refer to the Town of Winamac Employee Handbook for additional information on overtime/compensatory time/flex time.

### ***Overtime/Compensatory Time - Police Department***

All full-time Deputy Marshals of the Police Department who are engaged in law enforcement activities will be compensated in accordance with the Section 7(k) partial overtime pay exemption of the Fair Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Winamac further adopts the use of a 28-day "work period" for the purposes of determining compensation for overtime hours worked. Based upon the forgoing, the annual salary for full-time employees of the Police Department as set forth in the Town of Winamac's annual salary ordinance constitutes straight-time compensation for all regularly scheduled hours of employment during each "work period." All full-time Deputy Marshals of the Police Department will be paid straight time compensation for up to 171-hours of regular employment during each "work period." Overtime pay or compensatory time will be accrued for all time worked in excess of 171-hours during a "work period." Overtime earned during a "work period" will be paid in the first regularly scheduled paycheck issued subsequent to the "work period" in which the extra compensation was earned.

Employees of the Police Department who are engaged in law enforcement activities as defined by the Fair Labor Standards Act (FLSA), may bank up to a total of 88-hours of compensatory time per calendar year. Eligible employees of the Police Department will be permitted to use

compensatory time off as long as the use of the time does not “unduly disrupt” the operations of the department. Absent extraordinary circumstances, and subject to the approval of the Town Marshal, all compensatory time banked during the calendar year must be used prior to December 31. Compensatory time will not accrue from one calendar year to the next. Any unused compensatory time accrued by employees up to 40-hours will be paid for on or before December 31. Upon termination of employment, employees will be paid for all accrued, but unused compensatory time in accordance with the standards set forth in the Fair Labor Standards Act (FLSA).

Refer to the Town of Winamac Employee Handbook for additional information on overtime/compensatory time for Police Department employees.

### ***Standby Pay***

All exempt Town employees if on standby shall receive \$100.00 per week when rendering standby service of seven-days a week for utility problems and required testing.

In addition to regular base rates as herein fixed, nonexempt employees shall receive standby compensation for any overtime accumulated when rendering standby service. Nonexempt employees shall receive a rate of all hours worked in a two-week period, multiplied by their hourly rate, add \$100.00, divided by hours worked, and multiplied by time and one-half. If sick time off has been used, no standby pay will be paid until the employee has physically worked 40-hours that workweek.

### ***Call-Out Pay***

When nonexempt employees are called-out after their normal work hours they are automatically paid for one-hour regardless of their minutes on the job, up to the first hour. Any time after one-hour the employee is paid per minute. Example: If the employee is out for 40-minutes they will receive pay for one-hour of work.

## **ADDITIONAL PAY CONSIDERATIONS**

### ***Clerk-Treasurer***

In addition to the fixed based bi-weekly pay of the Clerk-Treasurer, an additional component will be set forth to be added to and paid along with the fixed bi-weekly pay on the employee’s anniversary date of employment:

- Experience of two-years, an additional \$40.00 per pay;
- Experience of three-years, an additional \$80.00 per pay;
- Experience of four-years, an additional \$120.00 per pay;
- Experience of five-years, an additional \$160.00 per pay;
- Experience of six-years, an additional \$200.00 per pay;
- Experience of seven-years, an additional \$240.00 per pay; and
- Experience of eight-years, an additional \$280.00 per pay.

### ***Longevity Pay – Exempt and Nonexempt Employees***

Exempt employees will receive an additional \$520.00 for every five-years of successfully completed employment with the Town of Winamac, commencing on the actual anniversary date of employment in their sixth, 11<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 26<sup>th</sup>, 31<sup>st</sup>, and 36<sup>th</sup> year of employment. The Clerk-Treasurer is not eligible for longevity pay.

Nonexempt employees of the Town of Winamac shall receive an additional \$0.25 per hour for every five-years of successfully completed employment with the Town of Winamac, commencing on the actual anniversary date of employment in their sixth, 11<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 26<sup>th</sup>, 31<sup>st</sup>, and 36<sup>th</sup> year of employment. As used in this ordinance, anniversary date for an employee shall be the actual calendar anniversary of the date of employment. For nonexempt employees, longevity pay will be included in the calculation of overtime.

### ***Longevity Pay – Town Marshal, First Sergeant and Deputy Marshals***

In addition to the basic annual rates specified above, the Town Marshal, First Sergeant, and each Deputy Marshal of the Winamac Police Department shall receive an additional \$550.00 per year increase for every five-years of successfully completed employment with the Town, commencing on the actual anniversary date of employment in the sixth, 11<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 26<sup>th</sup>, 31<sup>st</sup>, and 36<sup>th</sup> year of employment. As used in this ordinance, anniversary date for an employee shall be the actual calendar anniversary of the date of employment. For nonexempt employees, longevity pay will be included in the calculation of overtime.

### ***Holiday Bonus***

The Clerk-Treasurer and all full-time exempt and nonexempt employees may receive a holiday bonus in the form of a single payment of \$500.00 per year, less mandated deductions and withholdings, payable with the first pay in December. The holiday bonus is not a guaranteed bonus. The bonuses will be prorated for those eligible employees whose employment began during 2021. Town Council members are not eligible for the holiday bonus.

## **BENEFITS SCHEDULE**

### ***Vacation Benefits***

The amount of paid vacation benefits an eligible regular full-time employee receives each year increases with the length of their employment as shown in the following schedule:

- After the employee's one-year anniversary date, the employee is entitled to five-days or 40-hours of vacation each year.
- After two-years through eight-years of eligible service the employee is entitled to ten-days or 80-hours of vacation each year.
- After nine-years of eligible service the employee is entitled to 15-days or 120-hours of vacation each year.

Paid vacation benefits may be used in minimum increments of one-half day for exempt (ex.

salaried) employees and one-hour for nonexempt (ex. hourly) employees.

In the event that available vacation is not used by the end of the anniversary year employees may carry over up to ten vacation days into the following year. Upon termination of employment, employees will be paid for all accrued and unused vacation benefits.

Vacation benefits will be calculated based on the employee's current pay rate at the time of the absence multiplied by the number of hours that the employee would have worked on the day of the absence. Vacation benefits will be used in overtime calculations. It does not include any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Refer to the Town of Winamac Employee Handbook for additional information on vacation benefits.

### ***Sick/Personal Time off Benefits***

Eligible full-time employees with less than one-year of service will be eligible for five sick days and two personal days at the rate of one-half day per month commencing with the month following the first full month of employment. After the employee has one-year of service, the employee will continue to receive five sick days and two personal days at the rate of one-half day until January 1st of the next calendar year at which time, the employee will receive five sick days and two personal days each calendar year.

Up to a maximum of ten-days of sick time off may be carried over to the next year. No personal time off may be carried over to the next year. Unused sick/personal time off will not be paid to employees while they are employed or upon termination of employment.

Sick/personal time off will be calculated based on the employee's current pay rate at the time of absence calculated by the total number of hours that the employee would have worked on the day of the absence and will not include overtime, or any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Refer to the Town of Winamac Employee Handbook for additional information on sick/personal time off benefits.

### ***Holidays***

The Town of Winamac's 2021 holiday schedule is as follows:

- New Year's Day (January 1)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving (fourth Thursday in November)

- Day After Thanksgiving (fourth Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31)

Holiday benefits will be calculated based on the employee's current pay rate at the time of the holiday multiplied by the number of hours that the employee would have worked on the holiday. If eligible full-time nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at the time and a half rate, for the hours worked on the holiday. Paid time off for holidays will be counted as hours worked for the purposes of determining overtime. It does not include any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Employees of the Winamac Police Department are not eligible for holidays. Holidays have no monetary value. Employees of the Winamac Police Department working a fixed 12-hour shift during a holiday shall be permitted a bonus day off at a later date to be taken with the approval of the Town Marshal. All members, working a 12-hour shift, whose regular shift falls on a holiday, are considered to be working and, therefore, automatically eligible for a bonus day. Employees, working a fixed 12-hour shift, whose regular day off falls on a holiday will be granted a bonus day off after said holiday has occurred. Bonus days shall be taken within 365-days of the holiday and shall be taken on scheduled work days. A bonus day has a monetary value of regular time worked but cannot be used to calculate overtime. Upon termination of employment, employees will be paid for all accrued and unused bonus days.

Refer to the Town of Winamac Employee Handbook for additional information on holidays.

### ***Bereavement Leave***

Up to three consecutive days of paid bereavement leave may be provided to eligible employees in the event of a death of their spouse, child, stepchild, father, mother, stepfather, stepmother, mother-in-law, father-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, step-grandchild, brother, sister, brother-in-law, or sister-in-law. In the case of married employees, these members of the spouse's family are also included.

Bereavement leave will be calculated based on the employee's current pay rate at the time of absence calculated by the total number of hours that the employee would have worked on the day of the absence and will not include overtime, or any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Refer to the Town of Winamac Employee Handbook for additional information on bereavement leave.

### ***Jury Duty***

Jury duty pay will be calculated on the employee's current pay rate times the number of hours the employee would otherwise have worked on the day of absence.



Refer to the Town of Winamac Employee Handbook for additional information on jury duty.

***Witness Duty***

If employees have been subpoenaed or otherwise requested to testify as witnesses by the Town of Winamac, they will receive paid time for the entire period of witness duty. Any employee who is called to testify in court by the Town of Winamac will be paid his or her current rate of pay for the time expended.

Refer to the Town of Winamac Employee Handbook for additional information on witness duty.

***Time Off to Vote***

If nonexempt employees are unable to vote in an election during their nonworking hours, the Town of Winamac may grant unpaid time off to vote.

Refer to the Town of Winamac Employee Handbook for additional information on time off to vote.

***Medical Insurance (High Deductible Health Plan), Dental and Vision***

Medical, dental and vision insurance is offered to eligible regular full-time employees and the Assistant to the Clerk-Treasurer upon their date of hire. The Town of Winamac requires the employee to contribute \$1.00 per year towards the total premium contribution for the employee only coverage. The Town of Winamac contributes the remainder of the annual premium. The Town of Winamac requires the employee to pay a portion of the medical insurance premiums beyond employee only coverage (refer to the chart below) to include:

- Employee/Spouse
- Employee/Children
- Family

The medical insurance premium contributions that are paid by the Town of Winamac are as follows: IPEP BAHSA E2 (Rates as of November 1, 2020):

| Medical – Plan | Employer Contribution | Employee Contribution |
|----------------|-----------------------|-----------------------|
| Employee Only  | \$458.00 per month    | \$1.00 per year       |

The medical premium contributions that are paid both by the Town of Winamac and the employee are as follows: IPEP BAHSA E2 (Rates as of November 1, 2020):

| Medical – Plan  | Employer Contribution | Employee Contribution                               |
|-----------------|-----------------------|---|
| Employee/Spouse | \$458.00 per month    | \$537.00 per month<br>\$268.50 per pay – 24<br>pays |

|                   |                    |   |
|-------------------|--------------------|---|
| Employee/Children | \$458.00 per month | \$398.00 per month<br>\$199.00 per pay – 24<br>pays |
| Family            | \$458.00 per month | \$911.00 per month<br>\$455.50 per pay – 24<br>pays |

The dental premium contributions that are paid by the Town of Winamac are as follows (IPEP Association Dental without Orthodontics):

| Dental - Plan | Employer Contribution | Employee Contribution |
|---------------|-----------------------|-----------------------|
| Employee Only | \$27.25 per month     | \$0.00 per year       |

The dental premium contributions that are paid both by the Town of Winamac and the employee are as follows (IPEP Association Dental without Orthodontics):

| Dental - Plan     | Employer Contribution | Employee Contribution                          |
|-------------------|-----------------------|--|
| Employee/Spouse   | \$27.25 per month     | \$28.35 per month<br>\$14.17 per pay – 24 pays |
| Employee/Children | \$27.25 per month     | \$37.85 per month<br>\$18.90 per pay – 24 pays |
| Family            | \$27.25 per month     | \$71.61 per month<br>\$35.80 per pay – 24 pays |

The vision premium contributions that are paid by the Town of Winamac are as follows (IPEP Association Vision High Plan):

| Vision High Plan | Employer Contribution | Employee Contribution |
|------------------|-----------------------|-----------------------|
| Employee Only    | \$6.50 per month      | \$0.00 per year       |

The vision premium contributions that are paid both by the Town of Winamac and the employee are as follows (IPEP Association Vision High Plan):

| Vision High Plan  | Employer Contribution | Employee Contribution                         |
|-------------------|-----------------------|---|
| Employee/Spouse   | \$6.50 per month      | \$4.87 per month<br>\$2.43 per pay – 24 pays  |
| Employee/Children | \$6.50 per month      | \$5.84 per month<br>\$2.92 per pay – 24 pays  |
| Family            | \$6.50 per month      | \$12.34 per month<br>\$6.17 per pay – 24 pays |

Refer to the Summary of Benefits and Coverage (SBC) documents for additional information on medical, dental and vision insurance offered by the Town of Winamac.

***Health Savings Account (HSA)***

The Town of Winamac contributes \$194.75 per month into an employee's HSA who is a participant in the Town's high deductible health plan.

***Group Life and AD&D Insurance***

Group life and AD&D insurance is offered to eligible regular full-time employees and the Assistant to the Clerk-Treasurer upon their date of hire. The Town of Winamac pays 100% of all premiums for group life and AD&D insurance as follows:

| Group Life and AD&D              | Maximum Benefit | Rate    | Total Premium per Benefit      |
|----------------------------------|-----------------|---------|--------------------------------|
| Life Rate per \$1,000 of Benefit | \$60,000        | \$0.260 | \$0.26 x 60 = \$15.60          |
| AD&D Rate per \$1,000 of Benefit | \$60,000        | \$0.030 | \$0.030 x 60 = \$1.80          |
| Monthly Premium per Employee     |                 |         | \$17.40 per employee per month |

Refer to the Summary Plan Description (SPD) for additional information on the group life and AD&D insurance plan.

***Catastrophic Illness/Injury Benefits***

Catastrophic illness/injury benefits are offered to eligible employees as outlined in the ordinance dated November 14, 2005, by the Town of Winamac.

Catastrophic illness/injury benefits are offered to the Town Manager, Clerk-Treasurer, Town Marshal, Utility Superintendents (Electric, Water and Street, and Wastewater), and the Parks and Recreation Manager upon their date of hire.

In the event of a catastrophic illness/injury, there will be a two-week exclusion period before the policy will start. During this period, employees may use any unused vacation benefits and or sick/personal time off benefits to cover the time away from work. Also, the Town of Winamac reserves the right to send employees to a doctor of its choice at the Town's expense for a second opinion at any time this policy is utilized.

After the two-week exclusion period, the employee's salary will be paid at the following rates:

- During the first eight-weeks, the employee will receive 100% of their bi-weekly salary. Two extra days for each year of employment with the Town of Winamac will be added to this benefit period.
- During the six-weeks following the above period, the employee will receive 75% of their

bi-weekly salary. Two extra days for each year of employment with the Town of Winamac will be added to this benefit period.

- During the four-weeks following the above period, the employee will receive 60% of their bi-weekly salary. Two extra days for each year of employment with the Town of Winamac will be added to this benefit period.
- At the end of this third period, benefits shall cease.

Days that an employee works part-time will be used to extend the benefit period. The Town of Winamac will pay the employee for the time actually worked, while the policy will pay the employee at the appropriate rate for time not worked. The maximum benefit under this program will be dependent on years of service, part-time work will be credited to extend the period.

Catastrophic illness/injury benefits are offered to the employees in the following positions upon their date of hire: Deputy Marshals (to include the First Sergeant), Deputy Clerks (to include the First and Second Deputy, Utility Laborers (Lineman, Wastewater Foreman, Wastewater Crew Member, and Utility Swing Person), and Street Department Laborers (Water and Street Crew Members).

In the event of a catastrophic illness/injury, there will be a two-week exclusion period before the policy will start. During this period, employees may use any unused vacation benefits and sick/personal time off benefits to cover the time away from work. Also, the Town of Winamac reserves the right to send employees to a doctor of its choice at the Town's expense for a second opinion at any time this policy is utilized.

After the two-week exclusion period, the employee's wage will be paid at the following rates:

- During the first eight-weeks, the employee will receive 100% of their wage based on a forty-hour work week. Two extra days for each year of employment with the Town of Winamac will be added to this benefit period.
- During the six-weeks following the above period, the employee will receive 75% of their wage based on a forty-hour work week. Two extra days for each year of employment with the Town of Winamac will be added to this benefit period.
- During the four-weeks following the above period, the employee will receive 60% of their wage based on a forty-hour work week. Two extra days for each year of employment with the Town of Winamac will be added to this benefit period.
- At the end of this third period, benefits shall cease.

Days that an employee works part-time will be used to extend the benefit period. The Town of Winamac will pay the employee for the time actually worked, while the policy will pay the employee at the appropriate rate for time not worked. The maximum benefit under this program will be dependent on years of service, part-time work will be credited to extend the period.

This program will run from illness/injury to illness/injury, with the exception of cancer. All forms of cancer will be considered as one illness until the employee has been "cancer free" for five-years. After being "cancer free" for five-years, a subsequent cancer diagnosis would start at the beginning of the benefit period.

Example: An employee with 15-years of service has a heart attack and is off work. The first eight-weeks plus another 30-days would be paid at the 100% level of the benefit. While the employee is still off of work, the 75% benefit level would begin paying. After four more weeks, the employee returns to work. If another heart condition would require the employee to be off work, the employee would start the program with two weeks plus another 30-days at the 60% level of the benefit, after another two-week exclusion period. If after returning to work full-time, the employee should be diagnosed with a different illness or suffer an injury, they would start at the beginning of the program for this illness/injury.

Refer to the Town of Winamac ordinance dated November 14, 2005, for additional information on Catastrophic Illness/Injury Benefits.

### ***Indiana Public Retirement System (INPRS)***

Elected officials, the Assistant to the Clerk-Treasurer, and eligible full-time employees may participate in the Indiana Public Retirement System (INPRS). The Town of Winamac will contribute 11.2% of the employees' base wage to the fund when the employee contributes a minimum of 3%. The benefits, costs, and administration are determined by current INPRS directives.

### ***Licensing and Certifications***

Employees are encouraged to seek certification in their relative field. An employee may apply for and receive an additional \$0.25 per hour for any certification he or she may hold, providing that the certification relates directly to their department or area of employment. If an employee desires to attend a course and receive certification, he or she may apply to the Town Council for permission to attend said course. A certification approval form must be completed and submitted to the Winamac Town Council for their consideration before the start of the training. Upon approval of the Town Council, the Town of Winamac will pay all course fees and upon completion and certification the employee will receive an additional \$0.25 per hour. Should an employee leave the employment of the Town within three-years of the course completion, the employee will reimburse the Town all course fees and travel expenses paid by the Town prorated at 1/3 per year, payable on the last day of employment.

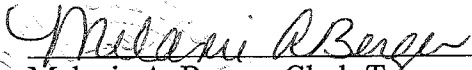
Refer to the Town of Winamac Employee Handbook for additional information on licensing and certifications.

### ***Business Travel Expenses***

Eligible employees of the Town of Winamac may receive reimbursement for mileage, meals, lodging, parking, and similar expenses for travel outside of the Town and while engaged in conducting Town-sanctioned business. The maximum reimbursement for travel expenditures to include mileage is as follows:

- Airfare or train fare for travel in coach or economy class or the lowest available fare. Car rental fees, only for compact or mid-sized cars.

ATTEST:

  
Melanie A. Berger, Clerk-Treasurer