



# **Charter Township of West Bloomfield**

## **Employee Manual**

**Approved by Township Board of Trustees 10/06/14**

### **Article Updates:**

Article 8-7/20/2015

Article 8-05/16/2016

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### **Intro 2**

### **Required Policies**

The following policies are those required pertaining to Federal or State laws that apply to the Township. Such policies shall apply to all employees of the Township unless there are conflicting provisions in the employees' collective bargaining agreement. In case there is a dispute regarded Required and Special policies the appropriate federal, state, or local laws shall prevail.

- R-1 Family and Medical Leave Act (FMLA) (revised 6/20/05)**
- R-2 COBRA - Consolidated Omnibus Budget Reconciliation Act of 1985**
- R-3 Harassment**
- R-4 Violence in the Workplace**
- R-5 Equal Employment Opportunity**
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- S-1 Code of Employer - Employee Relations**
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- S-11 Travel and Education Policy**

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### **Intro 3**

#### **Introduction**

The philosophy of the Township is to provide gainful, fulfilling employment opportunities to its employees and applicants in a non-discriminatory, non-threatening, respectful, open manner. The Township will not tolerate any form of harassment. The Township will provide safe, reasonable working conditions and fair pay and benefits. It will offer employees opportunities for advancement, job related education, involvement in suggestions for procedures and policies improvements as well as effectively dealing with legitimate employee complaints. To these ends this manual has been assembled. Further information about the Township's philosophy is provided in Policy S-1 "Code of Employer-Employee Relations".

This handbook is designed to acquaint you with West Bloomfield Township and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of the responsibilities as an employee and outlines the programs developed by West Bloomfield Township to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. It is the policy of the Township of West Bloomfield to provide a safe, respectful and harassment free work environment for all of its employees. In that regard, the Township of West Bloomfield will not tolerate any form of harassment. This policy applies to harassment based on a person's race, color, creed, age, height, weight, marital status, sex, sexual preference, age, national origin, religion, handicap or disability.

No employee handbook can anticipate every circumstance or question about policy. As West Bloomfield continues to grow, the need may arise to change policies described in the handbook. West Bloomfield Township therefore reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole discretion. This supersedes any previous policies written or unwritten. No unwritten policies will be recognized. The employee will, of course, be notified of any policy changes as they occur.

In the event you have any questions with respect to this personnel policy manual, please feel free to contact the Personnel Department and/or Township Supervisor.

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## **Intro 4**

### **Article 1      General Provisions / Scope**

This Personnel Policy Manual has been prepared to document and clarify the policies of West Bloomfield Township concerning employee relation matters. It is not an employment contract nor is it expected or intended that the policies as written encompass sufficient details to provide answers to every specific question or case that arises. Modifications will be made in this Personnel Policy Manual from time to time in the future as conditions warrant. In the event you have any questions with respect to this Personnel Policy Manual, please feel free to contact your supervisor, Department Head or the Personnel Department. This Personnel Policy Manual is subject to the Township ordinances, Township Board Resolutions, and all applicable state and federal laws. The Township's authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, as well as those rights which ordinarily vest in and are exercised by employers, are reserved to and are vested in the Township.

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### **Article 2 - Definitions**

For the purposes of this manual, the following terms are defined as follows:

#### **2.A. Definitions**

- 2.A.1.** Board: Refers to the Charter Township of West Bloomfield Board of Trustees.
- 2.A.2.** Full-Time Employee: A full-time employee is one who normally works 37.5 hours a week or more.
- 2.A.3.** Part-Time Employee: A part-time employee is one who normally works less than 37.5 hours a week.
- 2.A.4.** Temporary Employee: An employee hired for a specific project shall only work up to 20 weeks. A temporary employee is not eligible for the benefits provided full-time employees and will not be paid for holidays during employment unless worked. Temporary employees may work a regular or reduced work week depending upon the needs of the Township.
- 2.A.5.** Personnel Committee: Three trustees of the Township Board appointed by the Board of Trustees to act as a committee to review recommendations dealing with Personnel matters.
- 2.A.6.** Township: Refers to the Charter Township of West Bloomfield, Michigan or the Board of Trustees of the Township.

#### **2.B. Scope**

For the purposes of this manual, the term "employee" refers to those persons covered by this policy manual. The Required and Special policies outlined in this manual apply to all employees of the Township, including Police and Fire Officers. Policies 1 through 12 (exclusive of 5) cover unionized general employee and water/ sewer employees. Policies 5 and 12 through 16 shall apply only to Officers, Department Heads, Deputies, and Confidential Personnel.

#### **2.C. Gender**

References to the male gender include the female gender. References to the female gender include the male gender. Other definitions appear elsewhere in the text of this manual.

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### Article 3 - Job Classifications

- 3.A.** The Board determines the minimum qualifications for each job classification. The Board also may from time to time establish and use written examinations and physical qualification standards it deems necessary for the hiring, promotion, or transfer into each job classification as well as the minimum acceptable level of performance on such examinations. The Board may make periodic revisions as conditions warrant.
- 3.B.** Job descriptions, outlining the basic job duties and responsibilities of such classification, will be adopted and revised from time to time as conditions warrant. Job descriptions shall be provisional when written by the Personnel Department, and official when adopted by the Township Board, after the recommendation of the Personnel Committee.
- 3.C.** The Township Supervisor or his designee may initiate a study of any classification, propose new or revised job descriptions, or recommend combining existing classification or propose new ones to the Personnel Committee for their recommendation to the Board.
- 3.D.** Any new classifications and any changes in the pay plan will be subject to approval of the Township Board.



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### **Article 4 - Rules and Regulations**

#### **4.A. Purpose:**

- 4.A.1.** Employees of the Township work for and provide critical and essential services to our community. Township employees are members of a team working together to provide the most efficient and highest level of service possible to the general public. Therefore, it is extremely important that Township employees conduct themselves, at all times, in a manner consistent with these duties and responsibilities, reflecting credit upon themselves and the Township and ensuring an orderly, efficient and productive work place and work force.
- 4.A.2.** These work rules are designed to assist Township management and employees in achieving these goals and objectives. These work rules identify conduct that is unacceptable and is not permitted and what discipline may be imposed if and when it is determined that an employee has violated one or more of these rules. Management and other employees should read this document carefully as these rules are intended to inform employees of what conduct will result in discipline and the procedures that will be followed in disciplinary actions. It is also the intent of these rules to ensure uniformity of application in the imposition of discipline and that all employees are treated fairly and equitably in disciplinary matters.
- 4.A.3.** These rules provide for a system of progressive discipline. Discipline ranges from a first written reprimand to discharge, with discipline becoming progressively more severe depending upon whether the offense in question is a first or subsequent offense and the seriousness of the offense. The list of offenses that follows is not intended to be a complete list of every offense or act for which disciplinary action may be imposed. Offenses have been divided into three (3) levels according to the seriousness of the offense and the penalty assessed. However, these rules are not intended to impose a rigid limitation upon management when dealing with disciplinary matters. A more or less severe penalty may be imposed than that prescribed by these rules if it is deemed necessary due to the seriousness and nature of the offense(s), the work record of the employee or other factors or extenuating circumstances. A note of any verbal warning will be put into and remain in an employee's personnel file for a period of one year unless further offenses of a similar nature occur within the year period.
- 4.A.4.** You should read this document carefully. If you have any questions, ask for clarification from your supervisor or the Personnel Department.

#### **4.B. Level 1 Penalties:**

4.B.1. The penalty for Level 1 offense(s) may be a first written reprimand for the first offense, a second written reprimand for the second offense, a one (1) day suspension for a third offense, a three (3) day suspension for a fourth similar offense and termination for any further offenses. Such penalties are not mandatory, and application (or non-application) of such penalties would be subject to the circumstances and the employee's work record.

#### **4.C.1 Level 2 Penalties:**

4.C.1. The penalty for Level 2 offense(s) may be:  
Step 1: a one (1) day suspension without pay for a first offense;  
Step 2: a three (3) day suspension without pay for a second offense;  
Step 3: and termination for a third offense.

- 4.C.2.** An employee who has already received a one (1) day suspension, shall be subject to the possibility of the next disciplinary step for a subsequent Level 1 or Level 2 offense. Such penalties are not mandatory, and application (or non-application) of such penalties would be subject to circumstances and employee's work record.

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### **4.D. Level 3 Penalties:**

4.D.1. The penalty for a Level 3 offense shall be termination. An employee who has received disciplinary action for a Level 3 offense other than termination, may be terminated for any subsequent violation of the Rules regardless of the level of the offense. Such penalties are not mandatory, and application (or non-application) of such penalties would be subject to circumstances and employee's work record.

### **4.E. Level 1 Offenses:**

#### **4.E.1. Attendance / Payroll / Breaks Rules Group**

- 1) Absent without supervisor's approval except for cause beyond the employee's control that prevents obtaining prior approval. Employees must notify their supervisor or designee before the start of their shift of the reasons for their absence and the expected time of return to work.
- 2) Failure to report for scheduled overtime without good cause.
- 3) Repeated tardiness in reporting for work (6 times within any six-month period) and / or excessive absenteeism including abuse of sick leave. Sick leave without pay is not permitted.
- 4) Reporting Personal Information: Employees are required to report name, address, phone number and marital status changes with regard to payroll and benefit status within 30 days of any changes.

#### **4.E.2. Conduct Rules Group**

- 1) Unsatisfactory work, uncompleted assignments and/or failure to maintain required standards of performance.
- 2) Solicitation for any cause or purpose, or distribution of literature, during working time or in work areas without West Bloomfield Township's permission. For purposes of this Rule, "work time" includes the working time of both the employee doing the solicitation or distribution and the employee to whom it is directed, but does not cover lunch periods or breaks.
- 3) Violation of the *Political Intimidation and Harassment Policy*.
- 4) Violation of *Smoking Policy*.
- 5) Violation of the *Dress Code Policy*. In addition to being subject to disciplinary action, employees who arrive at work or are found to be working while inappropriately dressed will not be permitted to begin or continue work, whichever is applicable, until such time as they are properly attired, nor will they be compensated for the time lost obtaining their uniform or proper attire.
- 6) Loafing, malingering, or loitering during working hours which adversely affects job performance or the job performance of others. Failure to commence work at the beginning of the duty period and leaving work prior to the end of the duty period. All employees are expected to be at work and productive, excluding authorized breaks, from the beginning to the end of the duty period.
- 7) Spreading malicious inaccurate information or false rumors regarding Township business matters or other Township employees.
- 8) Violation of Township Ordinances whether on or off duty.

#### **4.E.3. Safety Rules Group**

- 1) Failure to observe safety rules or disregard of common safety practices including safe driving practices and traffic laws.
- 2) Failure to wear the required, appropriate safety equipment/clothing.
- 3) Creating or contributing to unsanitary conditions, unsafe conditions or poor housekeeping.
- 4) Failure to report an accident immediately involving personal injury (including illness) or property damage, leaving the scene of an accident, failure to comply with CDL federal requirements or failure to report loss, suspension, revocation, cancellation or other change in appropriate licenses to operate West Bloomfield Township equipment or vehicles.

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### **4.E.4 Equipment/Property Rules Group**

- 1) Violation of rules for access to restricted areas.
- 2) Loss of West Bloomfield Township equipment.
- 3) Failure to adhere to equipment or work procedural rules. Driving or operating West Bloomfield Township equipment or vehicles in an unsafe or inappropriate manner. Equipment is to be inspected for proper operation, damage and safety prior to use.
- 4) Failure to completely, accurately, and properly fill out activity logs.
- 5) Misuse of the Township's communication equipment including using profane language, unnecessary keying or noise. Communication Equipment is for official information and to call in and out of service.
- 6) Misuse of Township equipment such as photocopier, telephone (abuse of long distance), fax and internet (see internet / computer policy).

### **4.F Level 2 Offenses:**

#### **4.F.1. Attendance Rules Group**

- 1) Failure to keep job-related medical, clinic or doctor appointments.

#### **4.F.2 Conduct Rules Group**

- 1) Use of abusive or threatening or intimidating language or action toward any parties, such as employees of the Township, management, Board Members, vendors, customers, or members of the public.
- 2) Failure to comply with written or verbal instructions of an immediate supervisor that the employee may reasonably be expected to perform, or receiving directions / instructions in a defiant or insolent manner.
- 3) Leaving premises or job assignment during working hours without permission from supervision.
- 4) Performing private work or business while on duty. Every employee is a professional and will exercise discretion in personal matters should they arise during the work day.
- 5) Refusal to give testimony during administrative investigations except when criminal charges against the individual testifying may result from such testimony.
- 6) Violation of Ethics (except more serious offenses cited in the policy), Gift, Entertainment, or Gratuity Policy.
- 7) Sleeping on the job during work hours.

#### **4.F.3 Safety Rules Group**

- 1) Deliberate violation of safety rules that causes injury to the employee, other employees, or the public.
- 2) Failure of a supervisor to inform an employee of a safety rule.

#### **4.F.4 Equipment/Property Rules Group**

- 1) Use of West Bloomfield Township vehicle or equipment for private work or unauthorized personal purposes.
- 2) Misuse or removal of West Bloomfield Township confidential records or information of any nature, or revealing such information without proper written permission of a Township Officer (see privacy policy). Disclosure of confidential or legally protected information to unauthorized sources or identity theft.
- 3) Negligent or deliberate actions or inaction that results in damages or loss of Township property.

### **4.G Level 3 Offenses:**

#### **4.G.1. Attendance Rules Group**

- 1) Unexcused absence for more than two consecutive regular scheduled work days without contacting the supervisor or having a reasonable excuse. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or worker's compensation.
- 2) Tampering with time clock or time cards, including ringing another employee's card in or out in an attempt to improperly pay another employee who is absent from the premises. This applies to all persons involved, the person ringing the card and the person whose card was rung.

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### **4.G.2. Conduct Rules Group**

- 1) Violation of the *Harassment Policy*.
- 2) Falsifying testimony, dishonesty or falsifying personnel, time or other records. Giving false information or withholding pertinent information called for in making application for employment or attempting to influence an official action of West Bloomfield Township.
- 3) Work slowdown or stoppage.
- 4) Fighting (even if the employee did not throw the first punch) while on duty or on West Bloomfield Township property.
- 5) Bribery or the acceptance of a gift, favor, or money for providing goods, services, or favor to an individual or business in contravention of West Bloomfield Township's interests.
- 6) Unauthorized carrying, possession, or use of firearms, explosives, or any lethal weapon while on duty or West Bloomfield Township premises. Failure to report such possession of firearms on West Bloomfield Township property. Applies to all Township employees including elected officials with the exception of law enforcement officers. No exceptions for CPL or "open carry" by any employee while on duty.
- 7) Insubordination by refusal to perform work assigned or refusal to comply with written or verbal instructions of an immediate supervisor that the employee may reasonably be expected to perform or receiving directions or instructions in a defiant or insolent manner. Any employee who feels the supervisor's directions are improper will be expected to comply with the directions unless the employee or others will be put in a situation of immediate danger to life or health. Illegal directives are not required to be followed. The compliant employee may then utilize the applicable grievance procedure.
- 8) Bookmaking while on duty or on West Bloomfield Township premises.
- 9) Conviction of any felony, or a misdemeanor involving moral turpitude.

### **4.G.3. Safety Rules Group**

- 1) The sale, use, or possession of alcohol or illegal drugs (including non-prescribed prescription drugs) while on duty or on West Bloomfield Township premises or in West Bloomfield Township vehicles or equipment. (or Violation of the *Drug Policy*)
- 2) Violations of the laws and regulations of the State of Michigan or the laws of the United States that result in a conviction of a felony.

### **4.G.4. Equipment/Property Rules Group**

- 1) Theft, misappropriating or concealing property belonging to the Township, other employees, or residents of the Township.
- 2) Non-accidental destruction of property belonging to the Township, residents or customers of the Township, vendors or employees of the Township.

### **4.H. Application of Rules and Due Process**

**4.H.1.** These rules are not intended to be and should not be construed as a limitation upon the right of West Bloomfield Township to treat each offense on its individual merit and without creating a precedent for the treatment of any future offense. West Bloomfield Township further retains the right to suspend the operation of any disciplinary action during good behavior for a specified term, in West Bloomfield Township's sole and exclusive discretion.

**4.H.2.** No list of work rules could cover all possible acts of improper behavior. Any employee who engages in any job related misconduct, even if the conduct is not specifically identified in these rules, may be disciplined or discharged. Therefore, each employee must exercise good judgment for proper and mature behavior.

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- 4.H.3.** Before an employee receives a disciplinary suspension from his supervisor / Department Head or is discharged for violation of these rules or as a result of any other misconduct, the employee will be given a written notice of the basis for the proposed disciplinary action and an opportunity to present his/her position. During any investigation or hearing for disciplinary matters, an employee may request and be afforded an opportunity to have a witness or advocate present. However, the obtaining of such assistance shall not unduly delay the disciplinary investigation or hearing.
- 4.H.4.** The Township may place an employee on an immediate or investigatory suspension pending a final determination of the facts and circumstances of any alleged offense. This action is not a disciplinary action unless it is subsequently identified and stated as such. If the investigation establishes the employee did not commit the offense in question, he or she will be returned to work and paid for all lost time.
- 4.H.5.** All prior West Bloomfield Township Work Rules are rescinded and replaced by these rules. West Bloomfield Township has and reserves the right to implement other rules and regulations or to amend or revise these rules after all employees and their representatives are given an opportunity to review and respond to any proposed amendment or revision.
- 4.H.6.** Depending upon the severity of an offense, the employee's work record and any extenuating circumstances, West Bloomfield Township reserves the right to repeat or suspend discipline. Records of disciplinary action shall be maintained in each employee's personnel file located in the Personnel Department. Use of prior infractions in considering discipline shall be subject to language of the collective bargaining agreements. In the case on non-bargaining unit personnel, written reprimands shall be considered in further discipline for a period of two years.
- 4.H.7.** An employee who has already received a one (1) day suspension, shall be subject to the possibility of the next disciplinary step for a subsequent Level 1 or Level 2 offense. Such penalties are not mandatory, and application (or non-application) of such penalties would be subject to circumstances and employee's work record.

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### Article 5 - Hours of Work/Overtime and Attendance

#### 5.A. Hours of Work

- 5.A.1. Employees are expected to report to work on time and to observe working hours that have been established.
- 5.A.2. Employees who are absent must notify their *Supervisor*, Department Head or designee. In his/her absence, they will notify the Personnel Department within one-half (1/2) hour after their workday begins or present an excuse acceptable to the Township. Employees who fail to do so will be considered to be absent without pay.
- 5.A.3. Employees who report 1/10 hour or more late for work shall have the time deducted from their pay, unless an agreement was made between the employee and their supervisor for make-up time.
- 5.A.4. The Township may schedule the work hours of employees according to the needs of the Township operations. The normal work week for full-time employees consists of thirty-seven and one-half (37-1/2) hours, the normal work day consists of seven and one-half (7-1/2) hours. The normal work week for the W&S Director, Police Chief and Fire Chief is forty hours and normal work day is eight (8) hours. This Section shall in no way be construed as a guarantee by the Township of any amount of work in any period of time or as a limitation on the Township's right to schedule work in excess of the normal work day or the normal work week. The Township reserves the right to determine and modify work schedules. The Township may schedule the work hours of part time, seasonal and temporary employees according to the needs of the Township operations.
- 5.A.5. Unless otherwise scheduled by the Township, the regular work day of all full-time employees shall commence at 8:00 a.m. and end at 4:30 p.m. daily with a lunch period of one (1) hour. The work day for part-time, seasonal and temporary employees shall be scheduled according to the needs of the Township operations.
- 5.A.6. Employees may work out arrangements with his/her supervisor's approval that allow the starting or ending time for work to vary by one-hour (either earlier or later) than the regular starting time established in this manual.
- 5.A.7. The Township reserves the right to establish and change work schedules as business conditions and available work require. The Township reserves the right to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day.

#### 5.B. Overtime

- 5.B.1. Overtime will be permitted for employees considered non-exempt from the provisions of the Fair Labor Standards Act and **ONLY** when authorized by a supervisor. The Township reserves the right to require employees to work overtime.

#### 5.C. Miscellaneous

- 5.C.1. Accurately recording time worked is the responsibility of every employee. Time worked is all the time actually spent on the job performing assigned duties. Employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any departure from work for personal reasons. Altering, falsifying, tampering with time reports may result in disciplinary action, up to and including termination of employment. It is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. The Supervisor will review and then initial the time record before submitting it for payroll processing.

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- 5.C.2.** All employees are paid biweekly on every other Friday. Each pay check will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled pay day falls on a day off (e.g., a holiday), employees will receive pay on the last day of work before the regularly scheduled pay day. Employees may have their paychecks directly deposited into any bank or credit union accounts up to a maximum of two if they provide advance written authorization to the Township. Employees will receive an itemized statement of wages when the Township makes direct deposits.
- 5.C.3.** The Township takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of his/her supervisor so that a correction can be made as quickly as possible. Once under-payments are identified, they will be corrected in the next regular paycheck. Overpayments will also be corrected in the next regular paycheck unless this presents a severe burden to the employee (where there is a substantial amount owed). In that case, the Township will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.
- 5.C.4.** The law requires that the Township make certain deductions from every employee's compensation. Among these are social security, Medicare and applicable federal and state income taxes. The Township offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs. If you have any questions concerning why deductions were made from your pay check or how they were calculated, the Payroll Department can assist in having your questions answered.

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### **Article 6 - Evaluations**

- 6.A.** At least annually, the Township will conduct a formal written evaluation of each employee in a format and procedure specified by the Township. The evaluation shall be reviewed with the employee pointing out both strengths and weaknesses of the employee and ways to improve performance. The evaluation will become part of the employee's personnel file. If an employee disagrees with any of the comments within the evaluation, he/she may provide a written response that will be put in the employee's personnel file. Evaluations may be used as a reference for consideration of pay adjustments or promotions.



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### **Article 7 - Health and Safety**

- 7.A.1.** Each employee involved in any accident involving bodily injury or property damage in the course of his work shall promptly and completely report the details thereof to his/her immediate supervisor. When required by his/her Department Head, the employee, with his immediate supervisor, shall immediately make out an accident report which shall include accurate and complete information fully describing the accident, the persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the Township. All injuries sustained by any employee in the course of his work will, when the Township so designates, be subject to treatment by or under the supervision of a Township-appointed physician, provided that the Township will pay the cost of such examination or treatment.
- 7.A.2.** The Township shall have a safety practices committee that will meet at least quarterly to review accidents, identify and recommend actions to correct unsafe practices or conditions, and promote safety and emergency preparedness.

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### Article 8 – Township Vehicle Policy

#### **8A. General Policy Provisions**

8. A.1 **Purpose:** The purpose of this Article is to set forth guidelines and standards of use, operation, and reporting for Township owned Vehicles and the authorized use of an employee's personal vehicle for Township Business.

8. A.2 **Scope:** This policy shall apply to all Township Employees who are required to drive a Vehicle as part of carrying out their duties or have been approved for the use of a personal vehicle as outlined in this Article.

8. A.3 **Requirements:** All Employees who are subject to the provisions of this policy are required to have a valid State of Michigan Driver's License. Employees subject to the provisions of this policy are required to provide their driver's license number to the Human Resources Department. Those employees whose job classification requires a Commercial Driver's License (CDL) must obtain and maintain their license within six months from the date of hire or within the first thirty days if transferring into such a position.

8. A.4 **Safe Driving Standards:** Every employee or Public Official is expected to demonstrate safe driving habits at all times when operating a vehicle in accordance with their position with the Township. In order to ensure that Employees are practicing safe driving habits and remaining compliant with the provisions of this policy the Human Resources Department will, not less than annually, review employee driving records and any reported or suspected vehicle accidents. Employees must use seatbelts or other safety restraints provided whenever they are operating or riding in a vehicle. Township employees are prohibited from texting while driving and using a mobile telephone, unless using a hands free device.

8. A.5 **Driving Records:** The Driving Record Subscription Service provided by the State of Michigan will be one method utilized to identify employees who develop unacceptable driving records. An unacceptable driving standard could include, but is not limited to; excessive moving violations, a charge of reckless driving or a conviction of Operating While Under the Influence/Operating While Impaired. The Township reserves the right to consider an individual employees driving record to determine if they are in compliance with the provisions of this Article. Employees who fail to possess a valid driver's license will be prohibited from driving municipal vehicles. This action could prevent the employee from performing his/her assigned job responsibilities.

8. A.6 **Driver Condition:** An employee of the Township shall never operate a municipal vehicle or personal vehicle while engaged in municipal business when their driving ability has been impaired for any reason including, but not limited to, the ingestion of drugs, medication or alcoholic beverages, physical impairment or restrictions, or other situations/conditions within the individual's control. Any illegal use of controlled substances is strictly prohibited. Township employees are prohibited from consuming alcohol or using illegal drugs before or while operating a Township vehicle or engaging in the use of a personal vehicle for Township business.

8. A.7 **Accidents:** All accidents shall be reported as outlined in Section E of this policy. Vehicle accidents will be reviewed for driver error. Specifically, each accident will be considered for incidents in which the driver/operator failed to take reasonable action to prevent the crash.

8.A.8 **Corrective Action:** Any employee who violates the provisions of this policy shall be subject to disciplinary action as outlined in the Charter Township of West Bloomfield Employee Manual and or/ the parties' Collective Bargaining Agreement.

8. A.9 **Limitation:** This Policy establishes the parameters of the West Bloomfield Township Vehicle Policy and is not intended to amend, expand or reduce, the current rights of the Employer as currently established unless specifically modified herein.

# Charter Township of West Bloomfield

## Employee Manual

### **8B. Assigned use of a General Township Vehicle**

8. B.1 **Vehicle Use:** Township vehicles are provided for and are intended for the exclusive use of Township business. Unauthorized use of Township vehicles is strictly prohibited. All employees assigned the use of a Township vehicle shall be recorded with the Finance-Department.

8. B.2 **Incidental Use:** During off-duty periods these vehicles may be used for personal business, by the employees listed in 8B.4, within 50 miles of the Township border. They are not authorized to be used in excess of that distance unless it is for official business. Only the employee may operate the vehicle. not friends or members of his/her family.

8. B.3 **Overnight Use:** Township vehicles covered under this policy shall not be taken home overnight.

8.B.4 **Overnight exemption:** The following employees are authorized to take home Township vehicles: Fire Chief, Assistant Fire Chief, Fire Marshall, Police Chief, Deputy Police Chief , Water and Sewer Director, South Oakland Narcotics Intelligence Consortium Officers, Oakland County Narcotics Enforcement Team officer, an on-call Detective, an officer to the Southeast Michigan Financial Crimes Task Force, an officer assigned to the Joint Terrorism Task Force and an officer assigned to the Drug Enforcement Agency.

8. B.5 **Vehicle Use:** Non Township personnel are strictly prohibited from operating a Township Vehicle.

8. B.6 **Maintenance:** If the vehicle is regularly assigned to the employee, he/she shall assure that the vehicle is made available for all required maintenance on the vehicle. Also, the Employee shall be responsible for ensuring compliance with any maintenance notification received by the Township's fleet management system.

### **8C. Employee or Elected Official Use of Personal Vehicle for Township Business**

8.C.1 **Travel Expense:** Public officials or Township employees who are required to travel to an off- site location in excess of the distance for a regular commute for Township business shall be provided reimbursement for mileage after obtaining approval from their department head.

8. C.2 **Prior Authorization:** The appropriate department head shall submit to the Human-Resources Department, in writing, a request for a travel expense, which includes identifying the anticipated costs of the proposed trip.

8.C.3 **Reimbursement Request:** Immediately upon return from a trip, all public officials or Township employees shall prepare a detailed travel expense report which includes the total miles traveled and submit it to the Finance Department for approval prior to entry in the regular expense voucher system.

8. C.4 **Reimbursement Rate:** Employees or Elected Officials who are approved for mileage reimbursement shall be provided payment at the IRS authorized mileage reimbursement rate.

8. C.5 **Insurance Requirements:** Employees who utilize their own vehicle and are paid mileage by the Township are obligated to maintain insurance on their vehicles in accordance with State of Michigan Law.

### **8D. Intermittent Use of Township Pool Fleet Vehicles**

8. D.1 **Scope:** It is the general policy of West Bloomfield Township that Employees who are not assigned a Township vehicle should use their personal vehicle subject to the reimbursement provisions of Section C above. However, there are occasions when an employee or public official is required to use a Township pool vehicle.

# Charter Township of West Bloomfield

## Employee Manual

8. D. 2 **Pool Vehicles:** the Township shall maintain a fleet of pool vehicles, that are available through the Township Clerk's Office, which can be used by Township employees. The vehicles will be parked in assigned spots at Town Hall.

8. D.3 **Prior Authorization:** Use of a Township pool vehicle shall require the employee to complete a request with their department head.

### **8E. Accident Reporting Procedure**

8. E.1 **Medical Treatment:** An employee involved in an accident shall obtain appropriate medical treatment, if needed.

8. E.2 **Post Accident:** Immediately following an accident an employee shall call for a police officer. The employee shall also request all parties remain at the scene of the accident, if possible, until a law enforcement officer has released them. If possible the employee is to get the names and addresses of the owner(s) and or driver(s) involved, license and vehicle registration numbers and registration, insurance information as well as the name and address of any passenger(s) connected with the accident should they need to leave the scene prior to the arrival of law enforcement. Also, following any accident that results in damage to the Township Vehicle or public property, the damage should be reported to the employee's department head immediately or no later than the next scheduled working day following the accident.

8. E.3 **Post Accident Conduct:** Employees shall refrain from engaging in conversations with any parties involved in the accident or witnesses on scene pertaining to the cause of the accident. Employees shall limit statements to factual observations and express no opinion as to who was at fault.

8. E.4 **Reporting Requirements:** The Township Clerk must receive a copy of all police reports and any accompanying statements within forty-eight (48) hours. The Clerk will report such accidents to the insurance carrier. If the accident involves an injury, the employee and his/her Department Head will file the appropriate injury reports with the Human Resource Department. The employee shall fill out a Vehicle Accident/Incident Report within 48 hours and submit to his/her Department Head and the Human Resource Department for inclusion in the employee's personnel file. The Clerk shall also receive a copy of the report.

8. E.5 **Vehicle Recovery:** If towing is required, the employee should contact the Police Department's Non-Emergency Number, (248) 975 9200.

# Charter Township of West Bloomfield

## Employee Manual

### **Article 9- Dress Code**

#### **9.A. Purpose:**

**9.A.1.** West Bloomfield Township is proud of the service attitude that its employees exhibit toward its citizens. When people see our employees or come to Township facilities they expect that they will be assisted by approachable, responsible, caring workers. Cleanliness is also important so as to not offend others. Employee appearance is a vital part of the total impression made on the public. Employees shall report to work wearing professional business attire.

#### **9.B. Uniforms and Field Assignments:**

**9.B.1.** Those employees who are provided uniforms and have elected to participate in the program are expected to wear them at all times. Field Personnel or those assigned to the field that day shall dress in appropriate business attire while they are in the building. Alternate dress and/or boots may be worn in the field (only) as long as it is professional in appearance.

#### **9.C. Office Dress Code:**

**9.C.1.** Office employees may dress in casual business wear. Casual business wear means clothing that is comfortable, yet professional, such as khaki skirts and trousers, dress pants or slacks, blouses, dresses, business shirts, sweaters and blazers. Open collar shirts are acceptable except on days when the employee is required to attend public meetings or formal business meetings (then a shirt and tie are required for men and dress or suits/blouse/slacks for women). Shoes must look professional or business casual. Appropriate shoes provide a minimum of 50% foot coverage.

#### **9.D. Prohibited Attire:**

**9.D.1.** Casual wear does not include blue jeans, jogging suits, tennis shoes or sandals (without hosiery), sweats, shorts, beachwear, slippers or clothing of a provocative nature. Shirts with messages or rude advertisements are not acceptable. (Blue jeans may be acceptable in cases where the employee will be required to work in a dirty, dusty, greasy environment on a given day.) Tank tops and tube tops are not acceptable. On any day in which the projected high temperature by the US Weather Service for the Detroit area is expected to be less than 0 degrees Fahrenheit or after any twenty-four period in which six inches or more of snow fall, these regulations shall be suspended in recognition of the problems persons may have in getting to work in high snow and cold temperatures. Prohibited shoes include flip flops (no in between the toes) and backless shoes.

#### **9.E. Casual Days:**

**9.E.1.** Each Friday is considered informal dress day. Clerical and Professional employees may wear sneakers, casual or blue jeans (no rips or tears) and open collared shirts or T-shirts. It is expected participation in Casual days will be part of "Casual with a Cause" for a charity. Employees working in the field on casual days may not be able to participate in Casual Day depending on the requirements for their attire in the field. Those employees who leave the building on business must wear office attire.

#### **9.F. Non-Compliance:**

**9.F.1.** Employees may be subject to disciplinary action. Local conditions may allow a supervisor to suspend any of these policies on a given day. Other longer term circumstances may require a longer suspension of these policies. However, Department Heads will need to check with the Personnel Department to discuss such circumstances.

# Charter Township of West Bloomfield

## Employee Manual

### **Article 10 - Inclement Weather / Emergency Conditions Policy**

- 10.A.1.** The Township Offices shall remain open and available for business at all hours of scheduled times.
- 10.A.2.** In inclement weather employees will be expected to show up for duty.
- 10.A.3.** Employees who are unable or unwilling to attend work in circumstances of hazardous driving may, at their discretion, and without concern for any disciplinary action for non-attendance, charge their absence to sick, vacation, or personal time.
- 10.A.4.** Work for non-emergency / non-vital workers will be cancelled only in the case that the Governor, Michigan State Police, or the West Bloomfield Police Department officially declares an emergency that bars (not just recommends) all non-essential vehicles from the roads.
- 10.A.5.** The decision made by the Supervisor to close the Township prior to the start of a workday due to inclement weather should be decided prior to 5AM and made available for all employees to receive information by 6AM.

Charter Township of West Bloomfield  
Employee Manual

**This section applies only to Directors,  
Deputies, Confidential Employees,  
and all other Non-Union  
Employees (excluding Cadets).**

**ARTICLES COVERED IN THIS SECTION**

**Article 11 – Leaves**

**Article 12 – Employee Insurance**

**Article 13 – Pensions**

**Article 14 – Longevity**

**Article 15 – Wages and Benefits**

**Article 16 – Grievance Procedure**

# Charter Township of West Bloomfield

## Employee Manual

### **11.A. Sick Leave**

- 11.A.1.** Sick leave with pay will be earned by all regular full-time employees in accordance with the following provisions.
- 11.A.2.** Regular full-time employees will earn and be credited with one (1) workday of sick leave credit for each complete calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.
- 11.A.3.** An employee shall be entitled to absence without loss of pay for sickness or other good cause. Paid sick leave shall be available for use by employees or when the Township determines that the employee has been exposed to a contagious disease which would constitute a danger to the health of others.
- 11.A.4.** For purposes of computing sick leave pay, a workday shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight time rate. Sick leave shall be taken in increments of at least one (1) scheduled hour of work, unless otherwise agreed to by the employee's immediate supervisor.
- 11.A.5.** In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor, department head or designee within one-half (1/2) hour after the time set for beginning his/her daily duties or present an excuse for the delay acceptable to the Township. In the absence of the above mentioned persons, the employee must notify the Personnel Office.
- 11.A.6.** The Township requires that employees provide a letter from the employee's doctor whenever sick leave of three (3) consecutive workdays or more is taken. Falsification of such evidence will be cause for dismissal. The Township may require that employees submit to physical and mental tests and examinations by a Board appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the Township will pay the cost of such tests and examinations.
- 11.A.7.** No sick leave may be taken until earned; however, the Township Supervisor or his/her designee may grant an exception to this requirement when he/she believes it is warranted by the circumstances.
- 11.A.8.** Employees on leave of absence without pay or on a health leave of absence without pay shall not accumulate sick leave while on such leave.
- 11.A.9.** The Township reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.
- 11.A.10.** Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.
- 11.A.11.** Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.
- 11.A.12.** Unused sick leave shall accrue and may be accumulated up to a maximum of sixty (60) days. Effective 01/01/14 sick leave may be accumulated up to a maximum of eighty (80) days. In the second pay in January of each year eligible employees will be paid for one-half (1/2) of accumulated unused sick leave in excess of eighty (80) days. Sick leave may be transferred to another employee by charging the donating employee 2 days for any 1 day transferred to any other employee.
- 11.A.13.** Effective 04/19/10, the end of year sick time payout is eliminated.



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## Employee Manual

- 11.A.14.** Payment for accumulated sick leave upon termination will be made for one-half (1/2) of the employee's accumulated unused sick leave time, if employment is terminated by any of the following:
1. Voluntary resignation: if the employee provides the Township with at least two (2) weeks advance written notice of the resignation. Effective 6/23/14 this payout is eliminated.
  2. Discharge: the employee's remaining accumulated sick time shall revert to the Township and shall not be used by, or paid to, any other employee.
  3. Retirement: under the provisions of the West Bloomfield Township Employee Retirement System. Effective 04/19/10, the sick time payout at retirement is reduced to thirty (30) days.
  4. This provision applies to normal retirement.

### **11.B. Holiday Pay**

- 11.B.1** Providing they meet all of the eligibility rules set forth in this Article, regular full-time employees shall be paid their regular straight time rate for their normal daily hours for the following holidays:

New Year's Day	Veteran's Day
Martin Luther King Jr. Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year's Day
Labor Day	One floating Holiday to be determined by the Township Officials by January 1st of each year.

- 11.B.2.** Subject to applicable State and Federal laws, when any of the above-enumerated holidays falls on a Saturday, the preceding Friday will be observed as the holiday. When any of the above-enumerated holidays falls on a Sunday, the following Monday will be observed as the holiday.

- 11.B.3.** The following rules shall govern the payment of holiday pay:
- a. Employees must be on paid work status for the full scheduled workday prior to and the full scheduled workday following a holiday in order to be eligible for such holiday pay.
  - b. The employees would otherwise have been scheduled to work on such day if it had not been observed as holiday.

- 11.B.4.** An employee who is scheduled to work on any holiday set forth above and does not work said day shall not receive holiday pay for such day.

### **11.C. Vacation Leave**

- 11.C.1.** Each regular full-time employee will earn annual vacation leave with pay in accordance with the following provisions.

- 11.C.2.** Effective 10/06/2014, employees hired on or after 01/01/2014, who are hired with prior governmental or private sector service, in the same or equivalent position, may receive credit for up to five (5) years of prior service for vacation purposes, to be used in their first year of employment. The Township's decision on granting this credit will be final.

- 11.C.3.** New hires not covered by section 11.C.2. above will be provided two (2) weeks' vacation in their first year of employment with the Township after six (6) month of service.

# Charter Township of West Bloomfield

## Employee Manual

- 11.C.4.** Annual vacation leave with pay is earned and credited on the following basis:  
The employee's anniversary year is measured from the employee's anniversary date (i.e.-last date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this schedule will be credited on the employee's anniversary date in accordance with the following schedule:

<u>Service Time</u>	<u>Days Earned</u>
<b>From 1 to 5 years</b>	<b>15 days per year</b>
<b>After 5 years to 10 years</b>	<b>18 days per year</b>
<b>After 10 years to 14 years</b>	<b>20 days per year</b>
<b>After 14 years to 16 years</b>	<b>21 days per year</b>
<b>After 16 years to 18 years</b>	<b>23 days per year</b>
<b>After 18 years</b>	<b>24 days per year</b>

- 11.C.5.** Vacation leave with pay may not be taken until earned and credited; however, the Supervising Officer may grant an exception to this requirement when he believes it is warranted by special circumstances.
- 11.C.6.** Vacations shall be taken during the employee's anniversary year. Payment for excess time shall not be included in FAC calculations for the defined benefit pension. Effective 04/19/10, any future vacation time accumulated will not be eligible for pay out.
- 11.C.7.** The Township may, when it is necessary for the efficient operation of the department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period. If scheduling a vacation would drastically interfere with the operations of the Department or other good reason, the Supervisor or his designee may defer a vacation for up to three months and such time shall not be forfeited for a period of three months in which the employee will be afforded an opportunity to take such vacation leave.
- 11.C.8.** Vacations will be scheduled by the employee's Department Head. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to the Department Head during the month of January of each year and in no event later than thirty (30) days prior to the requested vacation period. If more requests for a vacation on a particular date are received than can be granted, then seniority will prevail. All employees will be afforded an opportunity to select two vacation periods before any other vacation periods are selected on a first come first served basis. On February 1<sup>st</sup>, each Department Head shall issue the approved vacations calendar that takes into account the above selection procedure and the needs of the Department. For the remainder of the year, vacations will be granted on a first come - first served basis. When authorized by the employee's Department Head, the employee may change his requested vacation period, provided it does not interfere with previously approved vacations of other employees.
- 11.C.9.** Unless otherwise authorized by the Township, vacation leave with pay may be taken in periods of no less than one (1) hour increments with department head approval. Vacation leave with pay will be paid at the employee's regular base straight time rate of pay.
- 11.C.10.** If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his accumulated sick leave. Paid holidays falling within a scheduled vacation period will not be charged against the earned vacation time.
- 11.C.11.** Upon termination, for any reason, an employee will be paid for all earned, but unused, vacation leave. Such payment will not be included in any calculation for pension.

# Charter Township of West Bloomfield

## Employee Manual

### **11.D. Compensatory Time**

Employees may accumulate compensatory time once a forty-five (45) hour work week is exceeded, with a limit up to ten (10) days, to be used within the first year of accumulation. Effective 6/23/14 compensatory time accumulation is eliminated. Prior compensatory time bank may be utilized until exhausted. Unused compensatory time at separation from the Township is not paid.

Part-time employees hired for elections are not covered by this section.

### **11.E. Short-Term Disability (Up to twenty-six (26) weeks)**

**11.E.1.** In the event an employee is ill or disabled and unable to perform his/her assigned duties, as a result of an illness, disability or injury which is not compensable under the Worker's Compensation Act, the employee will receive short-term disability benefits after a 14 day waiting period, for the period of such absence up to, but not to exceed twenty-six (26) weeks from the date of such illness, disability or injury. The employee shall be provided 60% of their base pay, capped at \$650 per week. The employee may also use a pro-rata amount of his/her earned sick leave and/or vacation leave, if any, to equal 100% of his/her normal base salary. The insurance benefit and sick leave, and/or vacation, if any, may not exceed 100% of the employee's normal base salary. Payments made by the Township in excess of the 60% shall be deducted from the employee's accumulated sick and/or vacation leave.

### **11F. Long Term Disability (in excess of twenty-six (26) weeks)**

**11.F.1.** In the event an employee is unable to report to work within the twenty-six (26) week period described in paragraph 12.D.1 above due to either a non-compensable or compensable illness, disability or injury the employee will receive long-term disability benefits. Effective 4/1/05, the employee shall be provided 60% of his/her base pay, capped at \$2600 per month. The employee may also use a pro-rata amount of his/her earned sick leave and/or vacation leave, if any, to equal 100% of his/her normal base salary. The insurance benefit and sick leave, and/or vacation, if any, may not exceed 100% of the employee's normal base salary. Payments made by the Township in excess of the 60% shall be deducted from the employee's accumulated sick and/or vacation leave on a pro-rata basis. Such payments shall continue until the employee returns to work or the employee reaches normal retirement age from the first date of injury or illness. The monthly amount received will be reduced by any primary re-numeration received, or for which the employee is eligible, during the benefit period from the employer, West Bloomfield Township Employee's Retirement Fund, the Federal Social Security Act (both primary and dependent), Worker's Compensation, Veteran's benefits or other such pensions. Prior to 4/1/05, Short-Term Disability Plan in effect on date of adoption shall remain in place.

**11.F.2.** Instances of the recurrence of disability from the same illness or injury shall be counted against these limitations unless the employee has returned to work for one full year from the time the employee was returned from the previous disability. Any payments paid under the long-term disability provisions may be reduced by sources identified in the reductions provision of the policy.

**11.F.3.** Insurance Continuation - In the event a regular, full-time employee suffers a non-compensable illness, disability or injury as set forth in this Article, compensable illness, disability or injury as set forth in this Article, the Township will continue the hospitalization, prescription drugs and life insurance for one (1) year from the date of such illness, disability or injury.

# Charter Township of West Bloomfield

## Employee Manual

### **11.G. Worker's Compensation**

- 11.G.1.** In the event an employee is ill or disabled and unable to perform his/her assigned duties as a result of a duty connected personal injury, disability or illness arising out of and in the course of his/her employment, and in fact, is paid Workers' Compensation Benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work at the rate of 100% of his regular straight time pay. Such payment will consist of the Workers' Compensation Benefit payments as supplemented by the applicable payments to eligible employees under any other disability insurance plan provided by the Township.
- 11.G.2.** The Township's responsibility pursuant to this Section is to pay the difference, if any, between such one-hundred (100%) of the regular straight time pay and the compensation set forth above. The payments set forth in this Section will be made for the period of such absence but will not to exceed twenty-six (26) weeks from the date of such illness, disability or injury. A duty-connected illness or injury shall be such an illness or injury which is compensable under the provisions of the Michigan Workers' Compensation Law. The Township may, at its option, require a confirming statement from a medical doctor relative to the nature of the injury or illness and the duration of such absence.

### **11.H. Paid Personal Leave**

- 11.H.1.** On January 1 of each year, all regular full-time employees will be granted three (3) days of non-accruing (no excuse required) paid leave for use during that fiscal year for personal reasons which require the employee's absence during normal working hours. All full-time, regular employees, who have sick leave with pay may use up to three (3) sick leave days with pay each fiscal year (January 1 through December 31) for urgent, necessary, legal business, household or family matters of compelling necessity which require the employee's absence during normal working hours upon receiving permission from their immediate supervisor. The day so used will be deducted from the employee's earned sick leave credit.
- 11.H.2.** Application for non-accruing (no excuse required) leave must be made in writing by the employee to his Department Head or designee, at least one (1) day before taking such leave (except in the case of emergencies). The number of employees allowed to take leave pursuant to this Article at any one time is within the discretion of the Township.

### **11.I. Jury Duty and Court Appearances**

- 11.I.1.** Any employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working during straight time hours on that day and the daily jury fee paid by the courts (not including travel expenses or reimbursement of other expenses). This policy shall apply for each scheduled work day that the employee reports for, or performs, jury duty. The provisions of this section are not applicable to any employees who, without being summoned, volunteer for jury duty.
- 11.I.2.** An employee who is requested or authorized to appear in court for jury duty or due to a work-related matter in the scope of his/her duties, shall continue to receive his regular salary while away at court. However, that employee must surrender to the Township any witness fees, etc., received.
- 11.I.3.** In order to receive payment under this provision, an employee must pay over to the Township all witness fees paid to him except for the mileage fee or reimbursement of other expense fees and give the Township prior notice that he has been subpoenaed, must show proof of the subpoena, and furnish satisfactory evidence that the appearance was performed on the days for which payment is claimed.

# Charter Township of West Bloomfield

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**11.I.4.** An employee who appears in a court of law in a non-work related matter shall request the appropriate personal, business leave, or vacation time.

### **11.J. Funeral Leave with Pay**

Any regular, full-time employee subject to this manual who, while on the active payroll, shall suffer death in his immediate family may be granted a funeral leave of absence with normal daily basic straight time pay for up to three (3) regularly scheduled workdays. Immediate family is defined for purposes of this Article as any of the following relatives of eligible employees: Mother, Father, Sister, Brother, Wife, Husband, Son, Daughter, Grandchild, Mother-in-law, Father-in-law, Grandparents of the employee and spouse or any relative residing in the employee's household at the time of death. An eligible employee who suffers death of an Aunt, Uncle, Niece or Nephew, Brother-in-law or Sister-in-law of blood relation may be granted a funeral leave of absence with normal daily basic straight time pay for one (1) regularly scheduled workday. Step relationships of the above list shall apply. The Township may require written application for such leave, as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article. Sick or personal leave may be used to attend a funeral for anyone with a relationship not listed in this section. Any Township Officer or his/her designee may make an exception to these requirements when he/she deems it appropriate in cases of extenuating circumstances.

### **11.K. Leaves of Absence**

**11.K.1.** Personal Reasons (without pay) - The Township may grant a temporary written unpaid personal leave of absence to employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Department Head. The Township Supervisor or his designated representative must approve the request in writing prior to the start of the leave. Such leave may be extended upon written approval by the Township Supervisor or his designee up to a period of six months. Service time shall not accumulate during such leave. No benefits will accrue to an employee during a leave of absence. Leave requests in excess of six months shall be submitted to the Township Board for their approval.

#### **11.K.2. Military Leave without Pay**

Any regular employee who is required to be activated to the military service of the United States shall be granted leave of absence without pay and reinstatement to employment as required by applicable provisions of Act 263, P.A. of Michigan of 1951 and any other applicable statutes then effective. Voluntary call up for military service is not eligible for Military Leave.

- a. Any employee granted a leave of absence for "military duty" as defined in Act 263 of the Public Acts of Michigan of 1951, shall be reinstated to his position when he/she has been discharged or separated from service, providing; (1) he/she makes application for reinstatement within ninety (90) days after he/she is relieved from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year; (2) he/she is discharged under honorable conditions and he/she establishes this fact to the satisfaction of the Township; and (3) he is physically and mentally qualified to perform the duties of such position if it still exists and is not held by a person with greater length of service to the Township.
- b. If any employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he/she shall be placed in such other position, the duties of which he/she is qualified to perform, as will provide him/her with like status and pay, or the nearest approximation thereof, consistent with the circumstances of his/her case.
- c. Any regular full-time employee covered by this manual who is a reservist and who must attend "annual active duty for training" shall be compensated by the Township for any difference between his regular pay and his military pay. Such payment shall not exceed a period of time equal to two (2) normally scheduled work weeks per year. Such leave shall be granted only upon advance notice of at least two (2) weeks to the Township Supervisor.

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- 11.K.3.** The Employer shall provide maternity leaves of absence, according to all applicable State and Federal laws, this Article, Short-Term Disability, and Health Insurance provisions. Time on maternity leave shall be counted toward the limits in FMLA.
- 11.K.4.** An employee with at least one (1) year of service at the time the leave is to commence who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave available may, at the written recommendation of a physician (stating the specific illness or disability and the expected length of the absence) be granted a health leave of absence without pay or fringe benefits for the duration of the said illness or disability, up to six (6) months. A written request for such a leave must be submitted to the Personnel Department as soon as possible after the illness or disability becomes known and, in any event, prior to the start of the leave. An extension of up to thirty (30) days may be granted upon the submission of a written application to the Personnel Department together with a physician's statement certifying the employee's inability to perform his/her assigned duties at least fourteen (14) days prior to the expiration of the leave. Within fourteen (14) days prior to the expiration of the leave, the employee shall notify the Township in writing of his/her intent to return to work accompanied by a written statement from his/her physician certifying the fitness of the employee to fulfill his duties. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article 12-J.
- 11.K.5.** Employees, who are eligible for short or long-term disability insurance, need not exhaust all sick leave prior to the commencement of the leave of absence; however, the other regulations set forth in this Article shall apply.
- 11.K.6.** The Township in its discretion, and by its opinion, may demote, suspend or transfer an employee and/or require an employee to take an involuntary sick or health leave of absence, under its Leaves of Absence Policy, if the employee suffers from a disability, mental or physical, which prevents the employee from satisfactorily performing his/her assigned duties. The employment of the employee will be terminated at the expiration of the voluntary or involuntary health leave of absence, if the employee is not able to return to work pursuant to this Section.
- 11.K.7.** Termination of Employment Due to Disability -An employee unable to return to work within two (2) years of the date of the illness or injury or when social security disability benefits begin, shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the Township Board. A written notice of termination, and date of termination, shall be signed by the Township Supervisor and delivered to the employee. Unused sick and vacation time shall be paid to the employee at termination in accordance with the provisions of those sections of the Employee Manual.

# Charter Township of West Bloomfield

## Employee Manual

### **Article 12 - Employee Insurance**

#### **12.A. Life Insurance**

**12.A.1.** A forty-thousand dollar (\$40,000) term life insurance and accident death and dismemberment policy shall be provided to all employees. Coverage will begin for any employee on the first of the month following thirty (30) days of continuous employment.

**12.A.2.** Employees who retire will be provided a \$20,000 term life insurance policy beginning the first of the month following the month of their retirement. All Accidental Death and Dismemberment coverage shall terminate upon retirement. On June 1<sup>st</sup> of each succeeding year the coverage will be reduced by \$2,000 until coverage is reduced to \$10,000.

**12.A.3.** The benefits provided, terms and conditions, are subject to such provisions provided in the Insurance Company's Group Life Insurance Plan Booklet and the contract between the Township and the Life Insurance Provider.

#### **12.B. Health Insurance**

The Township will provide Group Health Insurance for regular full-time employees who enroll in the program during the appropriate enrollment period:

Effective 01/01/12, the health insurance benefit for seniority employees shall be Community Blue PPO Plan 12 with annual deductible of \$1,000 single and \$2,000 family annual deductible, \$5/\$25/\$50 per prescription drug card copays, 0% copay thereafter, \$30 office visit copay, and \$250 emergency room copay. Mammograms are covered 100%.

The Township will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111<sup>th</sup> Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties and taxes.

#### **12.C. Dental Insurance**

**12.C.1.** The Township shall pay the full premium for group dental insurance family coverage for regular full-time employees covering benefits described as Dental Class 1,2,3, (\$1,000 per year per person), Class 4 (\$2,000 lifetime per person).

#### **12.D. Vision Insurance / Coverage**

**12.D.1.** The Township shall pay the cost of premiums for vision coverage for regular full-time employees.

#### **12.E. Opt Out Program / Enrollment / Termination & COBRA**

**12.E.1.** The Township will provide a program to eliminate overlapping health, dental, and optical care coverage. Each employee who chooses to waive Township provided health insurance and whose spouse or parent has coverage provided by another employer, shall be paid a cash incentive each year for every year that the employee waives Township provided coverage.

Effective 03/22/10, the cash incentive shall be a flat rate of \$750.00 for medical and \$50 for dental/vision, paid twice per year.

**12.E.2.** Payments shall be made semi-annually to each employee who has not taken any Township provided health insurance for the previous six (6) months. The cash payment made in lieu of benefits is considered taxable income by the IRS.

# Charter Township of West Bloomfield

## Employee Manual

- 12.E.3.** Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff, termination, death, divorce, legal separation or loss of eligibility under spouse's parent's contract, shall be allowed to enroll in the Township provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a Township sponsored plan at the beginning of the next billing period. Employees who elect to waive their coverage may not re-enroll in the Township provided health insurance plan for any other reason until the Township's re-enrollment period effective each November. In the event that an employee re-enrolls, his payment shall be pro-rated according to the number of months he waived coverage in the six (6) month period. Election of waiver in the Township sponsored plan shall be limited to the April and November billing period. The Township shall have no responsibility to counsel employees regarding the advisability of election or waiver of coverage.
- 12.E.4.** Enrollment and COBRA- Coverage Begins: Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits contained in the contracts between the Township and the carrier. Coverage for new employees shall begin on the first date of any billing period after thirty days of continuous employment. Any rebates or refunds on premiums paid by the Township accrue to the Township. The Township may select the carrier and from time to time change carriers, or become self-insured.

### **12.F. Retiree Medical Coverage**

- 12.F.1.** For all full time regular employees who were hired prior to 10/10/2003, the Township will provide premium payment for health insurance coverage for regular service retirees in good standing and their spouses under the Township retirement system who meet the following minimum age and service requirements: (a) Age 60 with a minimum of 10 years of service; (b) Age 55 with a minimum of 15 years of service. The coverage provided will be the same coverage that is in effect on the employee's last day of employment subject to the paragraph below.

The Township will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111<sup>th</sup> Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties and taxes.

- 12.F.2.** The retiree hired prior to 10/10/03 and/or spouse must apply for Medicare Parts A and B (or any other governmental sponsored program) when eligible. The Township will then provide complementary coverage, "Spouse", for purposes of this Section is defined as the retiree's lawful husband or wife.
- 12.F.3.** In the event the employee elects one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receives the survivorship pension benefits.
- 12.F.4.** To avoid duplicate coverage, the eligible retiree must sign a disclaimer on the form provided before any premiums are paid by the Township. The retiree or spouse shall cease to be eligible for the benefits of this Section during such periods of time that the retiree or spouse elects to be covered under another health insurance program. In the event that the spouse shall have comparable or better insurance available, the Township has no obligation to continue coverage. In the event the spouse loses the comparable coverage, the spouse will then become eligible for coverage from the Township.



# Charter Township of West Bloomfield

## Employee Manual

- 12.F.5.** For employees hired after 10/10/03, and before 03/22/10, when retired who meet the following minimum age and service requirements: (a) Age 60 with a minimum of 10 years of service; (b) Age 55 with a minimum of 15 years of service, they shall be provided \$25.00 per month for each full year of Township service to use toward their retiree and spouse medical insurance program provided by the Township. Each November, the monthly amount to be provided by the Township shall be adjusted by the rate of increase/decrease on a percentage basis for the Township's lowest cost medical program. The retiree is required to pay the difference between the actual premium and the amount provided by the Township.
- 12.F.6.** For all employees hired after 03/22/10, all retiree health care and insurance is eliminated. The Township will contribute \$40 dollars per month, to the MERS Health Care Savings Program (HCSP), with a six (6) year vesting requirement.

# Charter Township of West Bloomfield

## Employee Manual

### **Article 13 - Pensions**

#### **13.A. Defined Benefit**

**13.A.1.** Employees who work more than 20 hours per week for a period of more than five months, and who were hired prior to 10/10/03 shall earn benefits under the West Bloomfield Township Employee Retirement System under the following provisions:

- a. Vesting - An employee must have six (6) years credit as an active employee to qualify for a pension.
- b. Final Average Compensation is defined as highest four consecutive years in the last ten (10) years of employment. All taxable income exclusive of reimbursements, allowances, and lump-sum termination payments for sick or vacation time shall be included in FAC (final average compensation) formula. Additional detailed information is covered in the Pension Plan Document.
- c. Multiplier factor for determining the annual pension payment shall be 2% of Final Average Compensation times years of service.
- d. Full regular retirement eligibility shall be available for anyone who meets the age (60) and service requirements (6 years).
- e. Early reduced retirement benefits are available at age 55, however, medical coverage for the retiree and spouse is not available till retiree's age 60 unless the employee has 10 years of credited service.
- f. The plan document provides details concerning calculations and procedures for the pension benefit. See the Plan Document for specific language and procedures concerning your pension.
- g. Effective 01/01/11, eligible employees shall contribute one percent (1%) of gross pay to the Defined Benefit plan.

#### **13.B. Defined Contribution**

**13.B.1.** All eligible employees hired after 10/10/03 who work more than 20 hours per week for a period of more than five months shall be eligible to earn benefits under the West Bloomfield Township Employee Retirement System under the following provisions:

- a. Vesting - An employee must have six (6) years credit as an active employee to qualify for the Defined Contribution Pension.
- b. Control - Prior to vesting, the contributions deposited by the Township on behalf of the Employee shall be deposited in any account permitted by the Township Pension Plan. The Employee may manage such funds as he/she determines within the choices provided by the "Advisor Plus" family of funds and investment vehicles.
- c. Amount - The Township shall deposit each month in the employee's account 12% of the employee's gross wages exclusive of reimbursements and allowances.
- d. Effective 04/19/10, for employees hired after 10/10/03, the Township will reduce the contribution from twelve percent (12%) to ten percent (10%).

**13.B.2.** All eligible employees hired prior 10/10/03 shall be eligible to earn benefits under the West Bloomfield Township Employee Retirement System under the following provisions:

- a. Vesting - An employee must have six years credit as an active employee to qualify for the Defined Contribution Pension.
- b. Control - Prior to vesting, the contributions deposited by the Township on behalf of the Employee shall be deposited in any account permitted by the Township Pension Plan. The Employee may manage such funds as he/she determines within the choices provided by the "Advisor Plus" family of funds and investment vehicles.
- c. Amount - The Township shall deposit each month in the employee's account 5% all gross wages exclusive of reimbursements and allowances.
- d. Effective 04/19/10, for employees hired prior to 10/10/03, the Township will reduce the contribution from five percent (5%) to zero percent (0%).

**13.B.3.** Eligible (non-probationary) employees can vote and be members of the Employee's Pension Board.

# Charter Township of West Bloomfield

## Employee Manual

### Article 14- Longevity

#### 14.B. Longevity Pay

**14.B.1.** Employees hired prior to 10/10/03 shall receive, with the next pay after the anniversary date of hire, a sum equal to the percentage of his annual base rate of pay then in effect based upon his length of service. The payment will be based upon the employee's date of hire and the amount of time actually worked in the preceding calendar year (i.e., anniversary date to anniversary date).

<u>Length of Service</u>	<u>Percentage of Annual Pay</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

**14.B.2.** Effective 01/01/11, longevity payments shall be frozen at the 2010 Length of Service level with the provision that, if and when reinstated, employees will be credited for years in time only.

**14.B.3.** Effective 01/01/11, longevity payments will be decreased by two percent (2%), one percent (1%) for those at 2%.

**14.B.4.** Longevity pay is earned in the calendar year (anniversary date to anniversary date, inclusive) prior to the date on which the payment is made. Longevity pay credit is earned according to the Schedule set forth above and the employee's service time on his/her anniversary.

**14.B.3.** The foregoing longevity payments are based on a full twelve (12) months of service. An eligible employee must be paid for eighty (80%) percent of the scheduled work time within a given calendar month to earn longevity payment credit under the above schedule. If an employee retires under the provisions of the West Bloomfield Township Employee Retirement System or voluntarily resigns with at least two (2) weeks advance written notice to the Township, the employee will receive a pro-rated longevity payment based on the number of months of service in that anniversary year.

# Charter Township of West Bloomfield

## Employee Manual

### **Article 15.A – Wages and Benefits**

- 15.A.1. The benefits outlined in Articles 11-15 of this manual will automatically be modified to match those of the bargaining unit of TPOAM – 2 effective January 1, 2015. The pay scales and steps for all pay levels stated in Article 15.A1 will be modified to reflect any across the board raises in the TPOAM – 2 wage scale and steps. Excluded from this Article is any provision pertaining to overtime because employees covered by Articles 11-16 are FLSA exempt.

Additionally, the provisions in this manual regarding pension and vacation as set forth in this manual will supersede where applicable, the provisions in the TPOAM – 2 Contract.

See attachment A for pay scales and steps for all pay levels.

# Charter Township of West Bloomfield

## Employee Manual

### **Article 16 - Grievance Procedure** (Applies only to non-bargaining unit personnel)

#### **16.A. PURPOSE**

The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. An employee who believes he has been dealt with unjustly or unfairly may discuss his complaint with his immediate supervisor. The employer recognizes and endorses the importance of bringing to light and addressing grievances promptly. The initiation of a grievance in good faith by an employee will not cause any reflection on the employee's standing or loyalty or desirability to the organization. The parties shall discuss the complaint in a respectful and professional manner and shall make every effort to reach a satisfactory settlement. The employer shall make arrangements for the employee to be off of the job for a reasonable period of time in order to discuss the complaint. It should be noted that because of individual employee positions, it may be most appropriate to initiate some grievances at a step of this grievance procedure other than Step 1. In those cases the aggrieved employee is to initiate his grievance at the most appropriate step of the procedure.

#### **16.B. PRESENTATION OF A GRIEVANCE:**

##### **STEP 1: Personnel Director or Township Supervisor**

If the grievance is not satisfactorily resolved at Step 1, the grievance may be presented to the Personnel Director, in writing, within six (6) working days of the department head's answer. The Personnel Director will conduct a hearing with the employee and department head within six (6) working days of the employee's request for a hearing. The Personnel Director will issue his written decision within six (6) working days following the appeal by the aggrieved employee. If the issue is one in which the Personnel Director made the original policy or disciplinary position, then the Township Supervisor will conduct a hearing with the employee and Department Head or Personnel Director within six (6) working days of the employee's request for a hearing. The Township Supervisor will issue his written decision to the grievant and the Department Head within six (6) working days following the hearing. A copy of the decision will be given to the Township Supervisor.

##### **STEP 2: Personnel Committee**

In the event the Personnel Director's or Township Supervisor's decision does not satisfactorily resolve the grievance the employee may refer the matter to the Personnel Committee for review. The request for review must be filed with the Personnel Office within six (6) work days after the Township decision in Step 2. The request for review by the Personnel Committee must contain the reasons for believing that the Step 2 answer is not satisfactory. The involved Department Head and/or Personnel Director may submit a written response to the request for review for consideration by the Personnel Committee. The Personnel Committee will (1) review the grievance file, (2) the request for review, (3) the response thereto and (4) any evidence previously submitted. The Personnel Committee may decide to hold a hearing to gather further evidence. A decision will be rendered by the Personnel Committee within thirty (30) work days after the date on which the grievance is considered. Unless the grievance concerns a termination, the decision of the Personnel Committee is final.

##### **STEP 3: Board Review (Termination appeals ONLY)**

In the event the Personnel Committee's decision does not satisfactorily resolve the grievance the employee may refer the matter to the Township Board for review. The request for review must be filed with the Personnel Office within six (6) working days after the Personnel Committee's decision in Step 3. The request for review by the Township Board must contain the reasons for believing that the Step 3 answer is not satisfactory. The Township Board will (1) review the grievance file, (2) the request for review and (3) the response thereto and (4) any evidence previously submitted. A decision will be rendered on the written record by the Township Board within six (6) working days after the date on which the grievance is considered and their decision is final.

# Charter Township of West Bloomfield

## Employee Manual

### **16.C. MISCELLANEOUS**

#### **16.C.1. TIME LIMITS FOR APPEALS**

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within a specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, an employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the employee and the employer representative involved in each step. The term "working days" as used in this Section shall mean the days Monday through Friday inclusive (excluding holidays). Except for termination, if a good cause is shown by the employee, an extension of time may be requested by the employee and approved by the Township Supervisor.

#### **16.C.2. AT-WILL EMPLOYMENT OF DEPARTMENT HEADS, DEPUTIES AND CONFIDENTIAL EMPLOYEES, AND STATEMENT OF PROCEDURES**

Employees who are classified as Department Heads or Deputies or Confidential Employees are "at-will" employees and the Township may terminate the at-will employment relationship at any time, with or without notice and with or without cause. The term "Department Head" refers to those persons employed in the position of: Police Chief, Fire Chief, Township Assessor, Budget and Pension Manager, Community Development Director, Development Services Director, Finance Director, Human Resources Director, Information Technology Director, Planning Director, and Water and Sewer Director. The Township may also designate new or altered positions as Department Head or Deputy Department Head positions at its sole discretion.

#### **16.C.3 PROCEDURE WITH RESPECT TO DEPARTMENT HEADS**

The termination of employment of a Department Head rests solely with the Township Board. The Township Board's decision is final and may not be submitted to the grievance procedure.

#### **16.C.4 PROCEDURE WITH RESPECT TO DEPUTIES**

Deputies may be disciplined in lieu of termination, but the Supervising Officer is under no obligation to use progressive discipline procedures in place of a decision to terminate a Deputy. No appeal of a termination decision by a Supervising Officer is subject to the Grievance Procedure.

Charter Township of West Bloomfield  
Employee Manual

**Required and Special Policies**

# Charter Township of West Bloomfield

## Employee Manual

### **Policy R1 – FMLA**

- A. In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave addressed in the Personnel Policy Manual is a FMLA leave if the leave is for one or more of the following;
  - 1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
  - 2. Because of the placement of son or daughter with the employee for adoption or foster care;
  - 3. To care for the employee’s spouse, son, or daughter, or parent who has a “serious health condition”;
  - 4. The employee is “unable to perform” the essential job function because of a “serious health condition”.
- B. FMLA leaves are only available to employees who have been employed by the Township for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.
- C. FMLA leaves are counted against an employee’s annual FMLA leave entitlement. Under FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the requested leave is to begin. Such leave begins when the employee is off due to the circumstances which gave rise to the leave of absence after any accrued vacation time is used. Sick, vacation, or personal leave must be used prior to unpaid leave under FMLA. Sick time use is applied to the total calculation of the twelve (12) work week leave allowed under FMLA.
- D. Personal leave to care for an employee’s spouse, child, or his/her parent must be supported by medical certification from a health care provider stating the date the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and that the employee is needed to care for the person. The Township reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the Township concerning any information within the medical certification.
- E. Any leave granted under this section shall require the approval of the Department Head and the Personnel Department following procedures as outlined in Article 11. It is the responsibility of the Personnel Department to meet with the employee to review his/her benefit.
- F. During any approved Family and Medical Leave (FMLA) taken under this policy, the employee’s medical, drug, dental, life, and disability (when the leave is taken for the employee’s own disability) insurance shall be maintained.



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## Employee Manual

### **Policy R2 - COBRA**

Employee health insurance coverage shall be discontinued on the tenth (10<sup>th</sup>) day of the month following termination of employment. Under the terms of COBRA, full-time employees retain the right to continue their group health and dental coverage for a specified period of time by making timely payments to the Township. Divorce, reduction of hours, and loss of dependent status also are qualifying events for COBRA health insurance continuation benefits. Timely payments are defined as making payment for benefits during the month in which the insurance benefits begin. Any employee on an approved leave of absence without pay may continue their group health, dental, disability and life insurance coverage by paying the cost of the insurance premium. Notice of the one-time option to continue benefits shall be provided by the Township Personnel Office within 14 days of receiving notice of the qualifying event for his/her right to COBRA and benefit continuations. It is understood that the foregoing privilege is subject to the approval of the insurance carrier.

# Charter Township of West Bloomfield

## Employee Manual

### **Policy R3 - Harassment**

It is the policy of the Township of West Bloomfield to provide a safe, respectful and harassment free work environment for all of its employees, In that regard, the Township of West Bloomfield will not tolerate any form of harassment. This policy applies to harassment based on a person's race, color, sex, age, height, weight, sexual orientation, national origin, religion, handicap or disability.

#### A. Definition:

Harassment is verbal or physical conduct of an offensive or derogatory nature as it is related to race, color, age, national origin, religion, sexual preference, handicap or disability. This type of conduct may substantially interfere with an employee's work performance or creates an intimidating, hostile or offensive work environment. Offensive harassing conduct, whether made by posters, jokes, graffiti or drawings, by way of example, is therefore among the types of conduct prohibited. Sexual harassment, includes, but is not limited to, unwelcome sexual advances; Requests for sexual favors; Or verbal or physical conduct of a sexual nature when:

- \* Quid Pro Quo occurs when an employer or its agents or supervisory employee (any member of management) who requires another employee to succumb to unwelcome sexual comments or conduct as a condition of employment or receipt of concrete employment benefits.
- \* Hostile Work Environment: A fellow employee, supervisory employee (any member of management) or a third party (contractor or vendor, etc.) whose individual actions have the effect or purpose of unreasonably interfering with an individual's performance at work or creates a work environment that is intimidating, hostile or offensive. Sexual harassment involving a hostile environment could constitute any one of the following:
  - \* Nonverbal: Suggestive or insulting sounds, Leering, Whistling, Obscene or crude gestures.
  - \* Verbal or Visual: Off-color jokes, Language, Graffiti, Cartoons, Pictures, Suggestive Comments, Insults, Sexual propositions, Innuendo or repeated and unwanted sexual invitation.
  - \* Physical: Touching, pinching, brushing the body, physical closeness, or violating personal boundaries of the employee.
  - \* Preferential/Detrimental: An employee's submission or rejection to such conduct is considered in making an employment decision such as hiring, firing or promotion. An employee's submission to such conduct either explicitly or implicitly is made a term or condition of employment. (QUID PRO QUO)

#### B. Incident Reporting:

To protect the confidentiality of the employee who feels he or she has been harassed, the employee must report the incident as soon as possible to the Personnel Director or in his or her absence the Township Supervisor. If an employee feels more comfortable going to his or her supervisor or department head to report the incident, he or she may do so. However, it needs to be clearly understood that the supervisor or department head will make every effort to protect the confidentiality of the employee and must immediately report the incident to the Personnel Director or in his or her absence, the Township Supervisor. An immediate investigation of the complaint will begin and the employee will be kept informed throughout the investigation.

#### C. Protection Against Retaliation:

The Township will not tolerate adverse treatment of any employee who files a claim of harassment with a member of management, an agency or court. The Township will take immediate disciplinary action up to and including termination of any employee taking retaliation against an employee who claims he or she was harassed.

#### D. Disciplinary Action:

Illegal Harassment may be grounds for immediate suspension pending investigation for termination. In all cases, the suspension will be limited to the time frame of the investigation which is being conducted prior to the disciplinary hearing. The hearing will be held to determine if termination is warranted.

# Charter Township of West Bloomfield

## Employee Manual

### Policy R4 - Violence in the Workplace

#### A. Policy Statement

1. The intent of the Township is to provide a workplace environment which is safe, respectful and bully-free. The Township maintains a zero tolerance policy toward workplace violence, or the threat of violence by any of its employees, customers, the general public, and/or anyone who conducts business with the Township. It is the intent of the Township to provide a workplace which is free from intimidation, threats, or violent acts.

2. Violence in the workplace, or threats of it, is a growing phenomenon in America. News media coverage of assorted incidents may have made it appear commonplace and acceptable. Violence and threats of violence are detrimental to the livelihood and well-being of the recipient, co-workers, and the work environment generally. It is a crime under State and Local law, not to be countenanced in any setting and should be considered seriously. Therefore, the Township strictly forbids the use or the threat of violence against any other employee either in the workplace or outside the workplace in connection with work-related matters.

#### B. General Statement About Dispute Resolution

The Township believes that threats of violence inappropriate, unprofessional and disruptive to the workplace, but are unnecessary where other suitable dispute resolution mechanisms exist. The employees of the Township not only have the grievance ability through their union, but the Township Supervisor and Personnel Director will also make themselves available to the employee. The Township also belongs to the Employee Assistance Program (EAP) and encourages any employee or family member having difficulties to contact the EAP.

#### C. Definition of Workplace Violence

Workplace violence includes, but is not limited to, harassment, threats, physical attack, invasion of personal space, or property damage. A threat is the expression of intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional, or future. Workplace violence includes, but is not limited to, assaultive language which threatens the physical well-being of another, explicitly or implicitly, as well as physical assaults upon the person of another, by instruments, weapons, or by hand, such as hitting, fighting, pushing, shoving, or throwing objects. Examples of prohibited conduct include direct as well as veiled threats of physical harm to the recipient, others, or property of the recipient or Township (including referencing other incidents of workplace violence such as "I will make this look like another Post Office.>"). Property damage is intentional damage to property which includes property owned by the Township, employees, or others.

#### D. Prevention of Workplace Violence

The Township subscribes to the concept of a safe work environment and supports the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, developing emergency procedures for dealing with some types of workplace violence, communicating the sanctions imposed for violating this policy, and providing a reporting hierarchy within which to report incidents of violence without reprisal.

#### E. Reporting Threats or Incidents

1. The Township requires that all employees who become aware of such statements or conduct of another employee to report such information to their Supervisor, Department Head, the Personnel Department or Police Department immediately. It is the employee's responsibility to report instances of workplace violence for the maintenance of workplace safety. Employees who fail to report such violence or refuse to provide information about such incidents will be disciplined. The Employer will take appropriate steps to immediately begin an investigation of the threat to lessen the possibility of violent behavior. Unless and/or until an employee is formally charged with a violation of the work rules, the Township will make every attempt to shield someone reporting threats or incidents. When the possibility of violent behavior is no longer likely, the events concerning this matter will be investigated by the appropriate Department Head and the Director of Personnel.

# Charter Township of West Bloomfield

## Employee Manual

Depending on the circumstances and facts surrounding the alleged threats or violence, the appropriate disciplinary action in accordance with The Township work rules or referral to other authorities will be taken.

2. In the case of a critical incident in which serious threat or injury occurs, emergency responders such as Police, Fire, and/or Ambulance personnel must be immediately notified. As necessitated by the seriousness of the incident, the Personnel Department may assemble a Threat Management Team that may consist of staff from the Personnel Department, Supervisor's Office, Township Attorney, Employee Assistance Program, Emergency Response, Police Department, and others as deemed necessary. The Threat Management Team is responsible for establishing the protocol in the event of a threat or violent incident that may include, but is not limited to:

- evaluating potential violence problems,
- assessing an employee's fitness for duty (through mental health professionals),
- selecting intervention techniques,
- establishing a plan for the protection of co-workers and other potential targets,
- coordinating with affected parties such as victims, families, employees, media, or law enforcement personnel,
- referring victims to appropriate assistance and community service programs,
- assuring that immediate (within 24 hours) and on-going counseling is available to traumatized employees.

3. Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type resulting from a report of violence must be reported to the appropriate management staff for investigation and decision regarding proper action.

### E. Prohibited Actions and Sanctions

It is a violation of this policy and the Work Rules to engage in any act of workplace violence. In accordance with the Work Rules, any employee who has been determined to be in violation will be subject to disciplinary action up to and including termination and, depending upon the violent act, may be subject to criminal sanctions.

### F. Department Security Audit

On an annual basis or whenever the physical layout of the work space is significantly altered, the Department Head will examine the escape routes of the work area and communicate any changes to all department employees. On an as needed basis, the Police and Fire Departments may act as security consultants and may perform a security audit to determine whether any security measures, such as panic alarms, are necessary and effective. All employees should openly communicate with each other to be aware of any unusual activity that may identify the potential for or actual occurrence of a violent incident.

### G. Employee Training

The Department Head, or his/her designee, will orient all new employees to departmental procedures regarding these matters, to include, among others, reporting incidents of violence, what to do if the employee is threatened and/or if an incident of violence actually takes place, and dealing with the after effects of an act of violence.

### H. Employee Assistance Program (EAP)

Should an employee become the victim of an incident of workplace violence, the Department Head may offer the services of the EAP to assist in coping with any effects of the incident. Should an employee commit an act of violence and it is determined in the investigation that the employee did, in fact, commit the violent act, he/she may be referred to the EAP by the Department Head. In these cases, failure by the employee to keep any appointments with the EAP may result in disciplinary action up to and including termination.

# Charter Township of West Bloomfield

## Employee Manual

### **Policy R5 - Equal Employment Opportunity**

#### **A. Statement**

The Charter Township of West Bloomfield is an equal opportunity employer. No one shall be denied an opportunity for employment, promotion, transfer, nor shall he/she be discharged, denied a term or condition of employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin, creed, political affiliation, age, height, weight, marital status, military status, handicap or disability or other protected classification under Federal or State law hereinafter known as the Township Protected Classes (TPC).

#### **B. Policy Details**

##### 1 Policy Application:

This policy applies to all terms, conditions, and privileges of employment including, but not limited to:

- \* hiring
- \* training
- \* promotions
- \* compensations
- \* benefits
- \* educational assistance
- \* layoff and recall
- \* employee facilities
- \* termination and retirement

##### 2 Policy Purpose:

The Township establishes a plan to achieve appropriate (of our labor market of southeast Michigan) utilization of minorities, individuals with disabilities, veterans, and women in our labor force. The progress of the Township in meeting its goal of a diverse work force representative of the service population will be reviewed annually to assess the progress toward achieving its stated objectives.

##### 3 Personnel Director's Responsibilities in this plan:

The Personnel Director, who reports to the Supervisor of the Township, is responsible for formulating, implementing, coordinating and monitoring all efforts in the area of equal employment opportunity. The Personnel Director's duties in this matter may include, but are not necessarily limited to:

- a. Organizing, collecting, and analyzing employment data.
- b. Developing policy statements, identifying impediments to protected-class employment, formulation and implementation of strategies to achieve the objectives of this policy.
- c. Complying with various statutory record keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
- d. Preparing an annual review of the Township's Equal Employment Opportunity Plan.
- e. Assisting supervisory personnel in arriving at solutions to specific personnel problems.
- f. Making recommendations to the Township Supervisor and Board to eliminate practices or policies that tend to reduce employment opportunities for protected classes.
- h. Keeping management informed of the latest developments in the equal employment opportunity field.
- i. Acting as Equal Employment Opportunity Officer.

##### 4. Communications:

Any communication from an applicant for employment, an employee, a governmental agency, or an attorney concerning any equal employment opportunity matter is to be referred to the Personnel Director.

# Charter Township of West Bloomfield

## Employee Manual

5. Complaints:

While overall authority for implementing this policy is assigned to the Personnel Director, an effective equal employment program cannot be achieved without the support of supervisory personnel and employees at all levels. Employees who believe that they are the victims of discrimination have a responsibility to report this matter to their supervisor or the Personnel Department. The Township Supervisor, through his/her designee, the Personnel Director, accepts full authority and responsibility for the administration of this plan throughout the organization. Any willful or deliberate violation by an employee of this policy, or any procedure devised and implemented to give that policy force and effect, will be cause for appropriate disciplinary action. This policy shall be based on applicable local, state, and federal statutes and regulations.

6 Equal Employment Opportunity Officer:

The Equal Employment Opportunity Officer (EEOO) shall have full authority:

- a. To receive and attempt to resolve equal opportunity complaints on an informal basis.
- b. To provide aggrieved persons with information and advice on equal opportunity procedures including local, state and federal redress procedures including notification of the filing deadlines for the Federal Equal Employment Opportunity Commission (EEOC), and the Michigan Civil Rights Commission.
- c. To take any other steps which may assist in the resolution of the problem prior to filing a formal complaint.

7 Equal Employment Opportunity Objectives:

An "Equal Employment Opportunity" program has been designed to meet the following objectives:

- a. Reaffirm the Township's commitment to Equal Opportunity.
- b. Affirmative recruitment of underrepresented minorities and women for the Township's work force.
- c. Remove barriers and impediments to protected classes identified above in hiring and promotional opportunities.
- d. Establish a system of record keeping that will serve as an information and audit center and fulfill all Federal requirements. Development of records indicating the status of minorities and females by work functions, job classifications, and rates of pay.
- e. The Township commits itself toward achieving the objective of these procedures and efforts toward equal employment opportunity for persons under the jurisdiction of the Township:
- f. An analysis of hiring practices which will include recruitment sources and applicant response.
- g. Development of a central file containing copies of all correspondence, documents, reports and memoranda relating to activities undertaken and implementation of the Township's employment policies.
- h. A report containing the following information will be prepared at the end of each annual period to include:
  1. Information indicating the Township effort to recruit minority and female employees.
  2. Information concerning fair employment practice complaint activity.
  3. Identification of policies and procedures that would tend to improve the opportunities for employment of minorities and women.
- i. Regular review of promotional procedures relative to advancements to supervisory jobs to assure uniformity in practice. No preferential treatment shall be extended to any individual or to any group because of Township Protected Classes.
- j. Postings, advertisements, or other solicitations for employees will continue to state that "All qualified applicants will receive consideration without regard to race, religion, sex or national origin." Postings shall occur in the Township's public notices, local cable TV, metro Sunday News, Oakland Press or West Bloomfield Eccentric.
- k. Enforcement of sexual and racial harassment policies.

# Charter Township of West Bloomfield

## Employee Manual

8. Complaint Procedure:
  - a. Anyone who believes that discrimination has been encountered with respect to any of the protected classes cited above shall have the right to discuss the matter informally with the EEOO.
  - b. The EEOO shall provide a complaint report form to a complainant with proper instructions:
    1. the date of the complaint.
    2. the names and addresses of all complainants.
    3. the name of the person or persons whose actions caused the complaint.
    4. the date and time of the actions causing the complaint.
    5. a detailed narrative of the action(s) which caused the complaint.
    6. specification of the nature of the discriminatory practice.
  - c. The EEOO shall attempt to resolve the problem through an informal investigation and discussion of the complaint with the various parties, individually.
  - d. Regardless of whether the complaint is resolved or not, the EEOO shall complete the complaint report by adding the following additional information:
    1. A summary of the EEOO's informal investigation including the name and position of all persons contacted; a summary of their response to the complaint inquiry and the date they were contacted.
    2. A summary statement of the disposition of the complaint.
    3. A statement indicating the EEOO's recommendation for corrective action, if necessary, to insure elimination of the causes of the complaint.
9. Non-Exclusionary Provision  
Nothing contained herein shall be construed to deny any complainant the right to make a direct complaint to EEOC or Michigan Civil Rights Commission (MCRC).

# Charter Township of West Bloomfield

## Employee Manual

### **R6- Americans With Disability Act**

#### A. Overview:

It is the policy of the Charter Township of West Bloomfield not to discriminate in employment on the basis of disability or perceived disability.

#### B. Accommodations:

When an employment qualifying test is given to applicants, they will be afforded the opportunity to have any reasonable necessary accommodation, including readers or signers, in order to take the test.

#### C. Inquiries:

During the recruitment and selection process, no person who is involved in the selection process on behalf of the Township may inquire about any applicant's disability.

#### D. Essential Functions:

The essential functions of each classification and physical requirements are shown in each Job Description. With any reasonable necessary accommodations, an employee is required to perform those functions.

#### E. Notice:

Applicants and Employees who believe they have a disability are encouraged to discuss with the Personnel Director whether any accommodation would assist them in performing their job.

#### F. Violations:

Under Michigan law, a handicapped/disabled employee may not allege a violation of the Michigan Handicappers' Civil Rights Act if the handicapped/disabled employee does not notify his or her employer, in writing, within 182 days after the date the handicapped/disabled employee knew or reasonably should have known that an accommodation was needed.



# Charter Township of West Bloomfield

## Employee Manual

### Policy R7 – HIPAA/Personnel Files/Privacy Policy

#### Part 1 – General HIPAA Health Information Privacy Policy

The Township sponsors a group healthcare plan that is subject to the Health Insurance Portability and Accountability Act (HIPAA). On the basis of that law, privacy regulations now apply to certain protected health information. The Township, as plan sponsor, has adopted the following policy to comply with these regulations. The Township's medical privacy policy will continue to apply to medical information, and the Township will comply with all other federal and state laws concerning medical privacy.

- A. The Township generally only performs enrollment, changes in enrollment, and payroll deductions and to the extent it obtains HIPAA-protected health information (PHI), and it will maintain that information in confidence. Specifically, the Township will not use or disclose such information for employment-related actions and decisions or in connection with other benefit plans.
- B. PHI refers to individually identifiable health information received by the Township's group health plan and created or received by a healthcare provider, health plan, or healthcare clearinghouse that relates to the past, present, or future health of an individual; the provision of health care to an individual; or the past present, or future payment for the provision of health care. Such health information includes health status, medical condition, claims experience, receipt of health care, medical history, genetic information, and evidence of insurability and disability.
- C. PHI does not refer to health information received apart from a group health plan, such as workers' compensation, short-term disability, long-term disability, medical information received based upon the Family and Medical Leave Act (FMLA), or pre-employment physicals. However, the Township's medical privacy policy will apply to such information.
- D. The Township and its insurers will only disclose summary health information to the plan sponsor for the purpose of obtaining premium bids / pricing or for the purposes of modifying, amending, or terminating the healthcare plan or certain provisions. Summary health information means claims history, claims expenses, or type of claims experienced from which the following information has been deleted:
  - \* Names
  - \* Street address, city, zip code (except that geographic information may be aggregated by 5-digit zip code)
  - \* All elements of dates (except year)
  - \* Telephone numbers, fax numbers, electronic mail addresses
  - \* Social Security numbers
  - \* Health plan beneficiary numbers
  - \* Account numbers
  - \* Certificate/license numbers
  - \* Vehicle identifiers and serial numbers, including license plate numbers
  - \* Web Universal Resource Locators (URL), Internet Protocol (IP) address numbers
  - \* Biometric identifiers, including fingerprints and voiceprints
  - \* Full-face photographic images and any comparable images
  - \* Any other unique identifying number, characteristic, or code
- E. Before assisting employees with understanding the group health plan, filing claims, or disputing claims, the Personnel Department will obtain an individual's authorization to access that person's protected health information.

# Charter Township of West Bloomfield

## Employee Manual

- F. The Township, as plan administrator and plan sponsor, will provide plan participants with a summary plan description. A notice of the privacy practices will be provided by the health insurer.
- G. The Township will discipline (up to and including discharge) employees for improper access, use or disclosure of protected information or other confidential information.
- H. The Township will not take any retaliatory action against any person for filing a complaint, assisting in an investigation, or otherwise opposing any act under the HIPAA privacy regulations.
- I. Any protected health information will be secured against unauthorized access.
- J. When protected health information is used for payment of benefits and plan operations, only the minimum necessary information will be released.

### **Part 2 – Plan Sponsor Certification**

The plan sponsor of the group health plan certifies that it will:

- Not use or disclose the information other than permitted by the plan document or required by law.
- Ensure that any of its agents, including subcontractors, to whom it provides protected health information agree to the same restrictions that apply to the plan sponsor with respect to such information.
- Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor.
- Report to the group health plan and use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for, when it becomes aware.
- Provide an individual with access to inspect or to obtain a copy of the protected health information that the plan has about the individual upon request.
- Make available protected information for amendment and incorporate any required amendments to protected health information.
- Make available the information required to provide an accounting of disclosures of protected health information about an individual.
- Make its internal practices, books, and records relating to the use and disclosure of protected health information received from the group health plan available to the Secretary for purposes of determining compliance by the group health plan with the subpart.
- If feasible, return or destroy all protected health information received from the group health plan that the sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- Ensure that adequate separation between the plan and plan sponsor is established.

# Charter Township of West Bloomfield

## Employee Manual

### **Part 3 – Privacy:**

- A. The Personnel Department and Payroll Division shall safeguard employee personnel information. Such information obtained by those Departments shall be used only for administration of employee benefits or those personnel uses permitted by law. Medical information shall not be disclosed to anyone except those with a bona-fide business reason to administer employee benefits. The Township will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. The Personnel, Payroll, and Medical records shall be maintained in a secure location and secured after hours to prevent unauthorized access. Personnel and payroll information may only be disclosed to an employee's supervisor or those who request such information within the limits of the "Freedom of Information" Act. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.
- B. The Township will only disclose personal information for the purposes of enrolling, administering, terminating persons in payroll, pension, worker's compensation, and other employee welfare benefit plans. Personal information would include Names, street address, telephone numbers, social security numbers, dependent beneficiaries, certifications, plan/account numbers. Social Security Account numbers are used ONLY for the following reasons:
- (1) Tax reporting
  - (2) Employment reporting to government agencies
  - (3) Employee benefit and welfare programs
  - (4) When disclosure is mandatory in accordance with the law.
- D. Social Security numbers are not to be taken on applications, nor requested until the Township requires it from the applicant for background checking or hire.
- E. The Township will discipline (up to and including discharge) employees for improper access, use or disclosure of protected information or other confidential information.
- F. The Township will not take any retaliatory action against any person for filing a complaint, assisting in an investigation, or otherwise opposing any act under the Federal Privacy Act of 1974.
- G. Any protected health information will be secured against unauthorized access. When protected health information is used for payment of benefits and plan operations, only the minimum necessary information will be released. HIPAA policies are under separate cover approved by the Township Board.
- H. A notice concerning our privacy policies will be provided to all employees once each three years and to all new employees.

### **Part 4 - Personnel Files:**

- a. An employee may review his/her Personnel File twice a year.
- b. The review must take place at the Personnel Department during regular business hours.
- c. The employee, at his cost, may receive copies of anything in his/her Personnel File.
- d. If an employee disagrees with the information contained within the Personnel File, he may request its removal or correction. If mutually agreed to by the Personnel Director, it may be removed or corrected. If no agreement can be reached, the employee may submit a written statement, of up to five pages explaining his/her position on that document. It must be included whenever the disputed document is divulged to a third party.

# Charter Township of West Bloomfield

## Employee Manual

- e. A Personnel File contents are defined as:
  - 1. Original application / resume, information to determine an employee's qualifications for employment, transfers, promotions or additional compensation.
  - 2. Training and education records.
  - 3. Disciplinary information
  - 4. Evaluations
  - 5. Status changes
- f. Any employee record that is not to be part of the Personnel file:
  - a. Medical records.
  - b. References.
  - c. Personal information that if disclosed would be an invasion of privacy.
  - d. Supervisor's notes if over six months old about an employee not seen by others.
  - e. Information about criminal investigations.
  - f. Records of employee's associations, publications, or political activities.
- g. The employee must be notified when information is supplied to a third party except a labor organization representing the employee, or disclosure is ordered in a legal action, or when information is requested by a governmental agency because of a claim or complaint by an employee. Disciplinary reports older than four years cannot be released except in a legal action.
- h. When information is gathered concerning a criminal investigation of the employee, the employer must inform the employee at the completion of the investigation or within two years, whichever is first. If no disciplinary action is taken, the separate file must be destroyed.
- i. West Bloomfield Township is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with West Bloomfield Township within the past three (3) years, or if their previous I-9 is no longer retained or valid.

### **Part 5 – Social Security Number Privacy Policy**

#### 1. Policy

Pursuant to Michigan state law, it is the policy of the Charter Township of West Bloomfield (the "Township") to protect the confidentiality of social security numbers. No person shall knowingly acquire, disclose, transfer, or unlawfully use the social security number of any employee or other individual unless in accordance with applicable state and federal law and the procedures and rules established by this policy.

#### 2. Administrative Procedures/Rules

##### A. Social Security Number Defined

As used in this policy, the term "social security number" includes both the entire nine digit number and more than 4 sequential digits of the number.

##### B. Public Display

Social security numbers shall not be placed on identification cards or badges, membership cards, permits, licenses, time cards, employees rosters, bulletin boards, or any other materials or documents that are publicly displayed. Documents, materials, or computer screens that display social security numbers or other sensitive information shall be kept out of public view at all times.

##### C. Access to Social Security Numbers

Only persons authorized by the responsible department or other administrative unit head shall have access to information or documents that contain social security numbers.

# Charter Township of West Bloomfield

## Employee Manual

### D. Mailed or Transmitted Documents

Documents containing social security numbers shall only be mailed or transmitted in the following circumstances:

- (i) State of federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a social security number appear in the document.
- (ii) The document is sent as part of an application or enrollment process initiated by the individual whose social security number is contained in the document.
- (iii) The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.
- (iv) The document or information is a copy of a public record filed or recorded with the county clerk or register of deeds office and is mailed by that office to a person entitled to receive that record.
- (v) The document or information is a copy of a vital record recorded as provided by law and is mailed to a person entitled to receive that record.
- (vi) The document or information is mailed by or at the request of an individual whose social security number appears in the document or information or his or her parent or legal guardian.

Documents containing social security numbers that are mailed or otherwise sent to an individual shall not reveal the number through the envelope window, nor shall the number be otherwise visible from outside the envelope or package. Social Security numbers shall not be sent over the internet or a computer system or network (e.g. through email) unless the connection is secure or the transmission is encrypted. No individual shall be required to use or transmit his or her social security number over the internet or a computer system, or to gain access to an internet website, computer system, or network (e.g. through e-mail) unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification number or other authentication device is also required to gain access to the internet website or computer system or network.

### E. Storage and Disposal

1. All documents or files that containing social security numbers shall be stored in a physically secure manner.
2. Social security numbers shall not be stored on computers or other electronic devices that are not secured against unauthorized access.
3. Documents or other materials containing social security numbers shall not be thrown away in the trash; they shall be discarded or destroyed only in a manner that protects their confidentially, such as shredding.

### F. Information Collected

Social security numbers should only be collected where required by federal and state law or as otherwise permitted under the Michigan Social Security Number Privacy Act. If a unique identifier is needed, a substitute for the social security number shall be used.

# Charter Township of West Bloomfield

## Employee Manual

### G. Exceptions

The limitations contained in this policy do not prohibit the use of all or more than 4 sequential digits of the social security number in the following circumstances:

- (i) Any use that is authorized or required by state or federal statute, rule, or regulation, by court order or rule, or pursuant to legal discovery or process.
  
- (ii) Use by a law enforcement agency, court, or prosecutor as part of a criminal investigation or prosecution, or to provide to a law enforcement agency, court, or prosecutor as part of a criminal investigation or prosecution.

### H. Freedom of Information Act

All or more than 4 sequential digits of a social security number contained in a public record are exempt from disclosure under the Freedom of Information Act and should be separated or obscured from nonexempt material prior to disclosure.

### I. Policy Guidance

If any questions regarding social security number privacy and security should arise, please contact the Personnel Department for policy clarification and guidance.

### J. Accountability

Any person who fails to comply with this policy shall be subject to discipline up to and including discharge. Knowing violations of the policy set forth above may result in criminal charges and/or civil damages as provided by state law.

# Charter Township of West Bloomfield

## Employee Manual

### **Policy S1 - Code of Employer - Employee Relations**

It is the policy of the Township to implement fair and effective personnel policies. It is the intent of the Township's leadership to provide a productive, supportive environment free from harassment and discrimination.

A. The Township commits to:

- \* provide equal employment opportunity and treatment regardless of township protected classes.
- \* provide compensation and benefits commensurate with the work performed and that of the relevant labor market.
- \* establish reasonable hours of work based on the Township's production and service requirements.
- \* monitor and comply with applicable federal, state, and local laws and regulations concerning employee safety.
- \* offer training opportunities for those whose needs and capabilities warrant such training.
- \* promote employee development so that current employees may be considered for promotional opportunities within the organization.
- \* be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies.
- \* support employee involvement and employee empowerment in determining procedures, practices, and processes for better quality services and continuous improvement.
- \* establish appropriate means for employees to discuss matters of interest or concern with their immediate supervisor or department head.
- \* investigate and discipline when appropriate according to due process procedures.

B. Township expects all employees to:

- \* deal with all customers, co-workers, and suppliers in a professional manner.
- \* perform assigned tasks as directed in a good-faith, efficient manner.
- \* be punctual.
- \* demonstrate a considerate, friendly, and constructive attitude toward fellow employees and customers.
- \* adhere to the policies and rules adopted by the Board and Administration.

C. The Township shall retain the sole discretion to exercise all managerial functions not in conflict with the collective bargaining agreement, including the rights:

- \* to dismiss, assign, supervise, and discipline employees.
- \* to determine and change shifts.
- \* to transfer employees within departments up to any limit as outlined in the collective bargaining unit agreement or this employee manual.
- \* to determine and change the size and qualifications of the work force.
- \* to determine and change the nature, location, services rendered, quality, and continued operation thereof.
- \* to assign duties to employees in accordance with the Township's needs and requirements and to carry out all ordinary administrative and managerial functions.

D. The Employee has the right to:

- \* be treated with respect and dignity.
- \* be assisted by a fellow employee or union representative any time the employee is being subjected to discipline or can reasonably ascertain that they may be as a result of a meeting with their supervisor.
- \* be paid on a timely basis an amount consistent with the employee's rate of pay and hours worked.
- \* ask questions about and be informed on wages, benefits, and working conditions at reasonable times.
- \* work in a safe and sanitary environment or receive adequate protection from health risks associated with the assigned tasks.
- \* coverage by applicable laws of the State or Federal government including workers' compensation, fair labor standards, minimum wage, equal opportunity laws, whistleblower's protection act, and the family medical leave act.
- \* be given reasonable supervision (including safety instructions) and materials to accomplish assigned tasks.
- \* be given a copy (or access) to all rules and procedures pertaining to the employment relationship between the Employee and the Township.

# Charter Township of West Bloomfield

## Employee Manual

- E. Nothing in this policy or handbook should be considered as altering the employee contract. This policy / handbook does not create an expressed or implied contract or promises concerning the policies or practices that The Township has implemented or will implement in the future. Accordingly, the Township retains the right at its sole discretion to establish, change, and abolish its policies, practices, rules, and regulations not in conflict with employee contracts.



# Charter Township of West Bloomfield

## Employee Manual

### Policy S2 - Acceptable Use of Computers

#### **A. Objective**

The Township has the obligation to ensure that its computer resources are used properly and within the guidelines established by the Township. In pursuit of that goal, the Township reserves the right to monitor the system for signs of illegal or unauthorized activity, which may include periodic review of the computer system and the policies that govern its use. The Township recognizes that information is an asset, and shall establish security measures and assign responsibility to protect it from loss, theft, and unauthorized modification or disclosure. All security measures will conform to Township policies and applicable Federal and State laws.

#### **B. Scope**

The Information Systems Policy applies to users and all Township-owned equipment, programs, and information. For the purpose of this policy 'User' shall be defined as a full-time, part-time, temporary, volunteer or contract employee with access rights to the computer network and computer equipment.

#### **C. Responsibility**

All users are responsible for safeguarding information and the physical assets that store this information. Users are responsible for using computing resources in an effective and lawful manner, consistent with the provisions of this policy. All users understand that there is no right to privacy associated with the Township's computer equipment, the Internet, electronic mail, or any other communication devices. In this regard, the Township has the right to monitor all communications, retain records of all communications, and use all communications, as permitted by law.

#### **D. Computer Access**

The Data Processing Department will be notified of all changes in a user's access, usage rights, and group membership at the earliest practical time by each Department Head.

#### **E. Compliance**

Users shall comply with all sections of this policy. Violations of this policy may result in disciplinary action up to and including discharge. Violations may result in termination of system access and/or prosecution as deemed appropriate by the Township.

#### **F. Security**

##### **F.1. Physical Security**

Department Heads shall be responsible for all hardware assigned to or physically located in their department. The Information Technology Department shall protect all hardware not assigned to a particular department. All data media shall be stored in a secured and/or locked environment. Department Heads shall require employees to log out when their computer is not in use. Data may not be removed from Township premises without permission of a Department Head.

##### **F.2. Network Security**

The Information Technology Department shall assess risks to information from network, remote and Internet connections and shall implement effective measures to protect the Township's information. All users shall be granted their own user account on West Bloomfield's network. Users must select a secure password and shall not divulge that password to anyone, except upon order of the Township Supervisor.

# Charter Township of West Bloomfield

## Employee Manual

### **F.3. Software Security**

Commercial software will be used in accordance with licensing agreements and copyright law. Noncommercial and personal commercial software will not be installed on the Township's computer unless previously approved in writing by the Information Technology Director. Users shall not download software or files from the Internet without the permission of the Information Technology Department. All non-commercial software, commercial software not received in a secured package, and any software from the Internet other than that from a major software vendor's own site, must be virus checked by the recipient using a current version of a commercial virus-checking product approved by the Information Technology Department unless the virus checking was performed by the Township Firewall system. The Information Technology Department reserves the right to remove data and programs, not specific to the user's job functions.

### **F.4. Security Committee**

The Township shall establish a security committee to develop security procedures and policies for the Township. The committee will review supplemental department policy on a regular basis.

### **F.5. Security Awareness**

Department Heads shall ensure that all users in their department are aware of and comply with the security measures. The Information Technology Department shall provide security-awareness training for all employees. In the event that an employee violates any security measures, the Information Technology Department Head or designee should notify one of the three officials and may restrict the employee's use of computing services.

## **G. Disaster Contingency Plan**

It is essential that the Township data and software be secured against natural forces, deliberate and accidental corruption, loss, physical damage, or inaccessibility. To that end, all users must keep all Township information on an Information Technology Department supported server unless otherwise approved by the Supervisor, in which case the user shall be solely responsible to perform those procedures required to secure the data to the same degree resident on said Township server.

## **H. Personal Use of Equipment**

Information, equipment and resources shall be used for business purposes only. It being understood that the Township's computers, computer network, and computer resources may not be used for personal purposes without the permission of the Department Head. The Information Technology Department reserves the right to remove data and programs not specific to the user job functions.

Policy Notes:

- \* Computers are to be used for work related purposes only.
- \* Loading and removing software programs must be done by authorized personnel only.
- \* E-mail system prohibited use policies (see below) applies.

## **I. Prohibited**

It is not possible to list all behaviors that are prohibited or considered to be unacceptable. This list is representative of some of the activities which may result in corrective action, up to and including dismissal, and is not intended to be comprehensive.

- I.1. Use of a computer account or the Township's network in a manner which violates Federal, State or local laws or Township policy.
- I.2. Transfer or use of copyrighted materials through the Township's computer resources, without the consent of the owner.
- I.3. Harassment of another user via computer and/or network facilities.
- I.4. Taking or altering another user's password or logon as another user.
- I.5. Attempting to gain another user's password or logon as another user.

# Charter Township of West Bloomfield

## Employee Manual

- I.6 Permitting use of an assigned account by another person.
- I.7 Use of an account for commercial purposes.
- I.8 Physical abuse of the Township's computer equipment.

### **J Regulations on the Use of Information Systems**

- J.1. All electronic communications and data maintained by the Information Technology Department personnel are protected by security requiring passwords. A different password is chosen by each individual who accesses the Township's computer system. Any misuse or disclosure of a person's password is a breach of the security of the Township's computer system, and subjects the employee to disciplinary action up to and including termination. Additionally, any attempt to defeat the password system is an act of misconduct.
- J.2 Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, whether on the Township's premises or elsewhere, or develop or retain programs for that purpose, without the authorization of the Information Technology Department. Responsible file copying (e.g. in backups) and password changes are permitted among the routine tasks of the Information Technology personnel.
- J.3 Users shall not represent themselves electronically as others, either on West Bloomfield Township premises or elsewhere, unless explicitly authorized to do so. Such authorization of one user by another must not circumvent established, system-specific policies defining eligibility for resources access, and must be approved by a Department Head.
- J.4 Users shall not intentionally develop or retain programs that harass other users, either on West Bloomfield Township premises or elsewhere.
- J.5 Users shall not obstruct or disrupt the use of any computing system or network by another person or entity, either on the Township's premises or elsewhere.
- J.6 Users must respect the integrity of computing systems and networks, both on the Township's premises and at all sites reachable by the Township's external network connections.
- J.7 Users shall not attempt to alter without proper authorization from the Information Technology Department personnel, or damage, either the hardware or the software components of a computing system or network, either on West Bloomfield's premises or elsewhere.
- J.8. Where possible, users shall be provided systematic means (e.g. through the Information Technology Department or the Administrators) to advance suggestions and criticisms concerning the priorities and their implementation. Appropriate avenues for complaints concerning services provided by Information Technology will also be provided, (e.g. Department Head, Information Technology Department and/or one of the three officials).
- J.9 The Information Technology Department personnel reserves the right to inspect any and all files stored in private areas of the network to assure compliance with the policy.
- J.10 Users are responsible to inquire about the permissibility of external network uses, prior to execution. Such questions should be directed to the Director of Information Technology.

# Charter Township of West Bloomfield

## Employee Manual

### **K. Electronic Mail (E-mail)**

1. E-mail is provided by the Township of West Bloomfield for employees for the sole purpose of conducting Township business. All employees are to use E-mail as they would any other type of official Township communications tool. This means that when any E-mail is transmitted, both the reader and sender should consider if the communication falls within the established guidelines. These guidelines include, but are not limited to, ensuring that the communication is not perceived to be inappropriate or offensive. Users shall assume that any E-mail could be made available to the public. Usage of E-mail to distribute system-wide messages will be reviewed in advance by the Department Head.
2. E-mail may be reviewed without the permission of the user. However, any internal disclosure without the consent of the employee who sent the message should be limited to those employees who have need for access to the information.
3. The Township will disclose any electronic mail message to law enforcement officials if legally required. The Township will give notice of such disclosure to users who have sent or received such messages unless the Township believes that it may have been a victim of a crime or has a legal obligation not to do so.
4. Electronic Mail may be monitored.
5. When under legal obligation, the Director of Information Technology and/or Supervisor shall provide access to the contents of electronic mail without the consent of a sender/recipient.

### **L. Prohibited use of Electronic Mail (E-mail)**

It is not possible to list all the behaviors that are prohibited or considered to be unacceptable. This list is representative of the types of activities which may result in corrective action, and is not intended to be comprehensive.

1. Use of the electronic mail system to send chain letters.
2. Use of the electronic mail system to send copies of documents in violation of copyright laws.
3. Use of the electronic mail that would compromise the integrity of the Township and its business in any way.
4. Use of the electronic mail system for "moonlighting", job searches, or the advertisement of personal business.
5. Use of the electronic mail system to send messages containing offensive, abusive, threatening, harassing or other languages in appropriate for the organization.
6. Use of the electronic mail system and/or computer systems for purposes of obtaining access to the files or communications of others without a legitimate reason, and without authorization. All files on the network are the property of the Charter Township of West Bloomfield.
7. Using E-mail for any purpose which violates State and Federal laws.
8. Using E-mail in a way that violates copyright laws.
9. Using E-mail to circumvent the Open Meeting Act.
10. Sending or receiving confidential communications related to litigations, negotiations or investigations unless encrypted with generally accepted encryption hardware or software.
11. Misrepresenting one's identity to compose or intercept messages.
12. Revealing your E-mail access code or password to another employee.
13. Using E-mail for commercial purposes other than the business of the Township.
14. Using E-mail for purposes of lobbying.
15. Creating offensive or malicious messages. These would include, but not be limited to messages which contain profanity, sexually explicit content, race, natural origin or gender specific comments, threats or harassment.
16. Using E-mail for religious or political purposes.
17. Using the E-mail system for gambling, betting pools or investment clubs.
18. Engaging in any E-mail activity that would create liability for the Township of West Bloomfield.

# Charter Township of West Bloomfield

## Employee Manual

### M. **Retention of Electronic Messages**

The Data Processing Department will determine retention policies from time to time. Employees may retain their mail indefinitely by saving it as a file in their personal directory if they wish.

### N. **Internet Access**

The Township will provide Internet access to eligible employees to enhance their ability to research materials, increase productivity and provide opportunities for professional growth. An Internet Use Regulation and Acknowledgment must be completed prior to access being granted.

1. All references to the Internet include by definition the World Wide Web.
2. Access to the Internet through the Charter Township of West Bloomfield is subject to the following regulations:
  - a. The use of the Internet is a privilege granted to enhance the ability of the user, to research materials, increase productivity and provide opportunities for professional growth. All computers and information on computers belong to the Township of West Bloomfield. Improper use of Internet access could result in the cancellation of Internet privileges. Notwithstanding any statement herein, or in any other policy or in any verbal statements, the Township has the sole discretion to grant, transfer, extend, suspend, or cancel Internet access at any time.
  - b. Only persons who may access the Internet through the Charter Township of West Bloomfield's equipment are the Township employees and such other persons as the Township may specifically authorize. The Township reserves the right to access and disclose, for any purpose any location contacted on the Internet and the contents of any Internet messages sent to and from the Township's computer equipment including electronic mail. All users, including Township employees, using the Internet waive any right to privacy in such messages, and consent to being accused and disclosed to Township administrators.
  - c. Internet Users will treat the Internet as a formal communications tool just as the telephone, video and written communications. The Internet may only be used for Township business.
3. Browsing sites, chat rooms, or publishing unrelated work is prohibited.
4. All file downloads from the World Wide Web, ftp and telnet sites must be pre-approved and virus scanned.
5. Using the Internet for personal purchases or personal sale of goods or services is prohibited.
6. Using the Internet to gamble is prohibited.
7. Using the Internet to display or submit inappropriate materials is prohibited (see E-mail prohibited uses).
8. Electronic mail messages and other transfers of information via the Internet are presently not secure. Do not use the Internet to send someone confidential information unless encrypted.
9. Employers may use the Internet as necessary to perform their job.
10. Users will not share their password with anyone. Only the employee should have his/her own password.
11. Users will learn the etiquette and protocol of the Internet on electronic mail and bulletin board services.
12. Users shall not engage in illegal copying of copyright protected works, or making available copies of such works. Users are responsible for complying with copyright and licensing agreements that may apply to files, documents and software they wish to download. Users must obtain approval from the Information Technology Department before downloading any programs.
13. Users who place any information on the Internet are, in effect, publishing such information on the Township's behalf. Consequently, only personnel authorization by one of the 3 officials and the Department Head may engage in any such publishing activity and may only do so under the strict supervision of the Department Head. Computers connected to the Township Network cannot be used for inbound access from the Internet unless they have been evaluated for security by the Information Technology Department and approved as Secured Servers.
14. Users must remember that all activities from a Township account will be perceived as activities authorized by the Township. Users may not send, post, or access information that is abusive, illegal or obscene. Users shall not use the Internet in any way that would congest the network or interfere with the work of others, including the sending and posting of messages that are intended or likely to result in the loss of the recipient's work or system.

# Charter Township of West Bloomfield

## Employee Manual

15. The Township makes no warranties of any kind, whether express or implied, for the Internet services provided. The Township denies any responsibility for the accuracy or quality of information obtained through electronic communications, and will not be responsible for any damage suffered by any user.
16. Security on any networked computer system has an extremely high priority, especially when the system involves a variety of users. If you feel that you can identify a security problem that is in any way associated with Employer's connection to the Internet, you should notify either Data Processing Personnel or a Department Head immediately. In addition, do not demonstrate the problem to any other users. You shall not use another individual's account without specific written notice from that individual. Any unauthorized attempt to log on to the Internet as a system administrator will result in immediate cancellation of all user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to Employer's connection to the Internet.
17. Vandalism will result in the cancellation of ALL system privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, software, or data on this system on the Internet as a whole, or at any of the agencies or other computer networks that are affiliated with or connected to the Internet backbone. This includes, but is not limited to, the uploading and/or creation of computer viruses.
18. Violations of any provisions of this policy by an employee may result in disciplinary action up to and including termination. Where appropriate and necessary, the Department Head will advise the Supervisor, Clerk or Treasurer of any illegal activity discovered during the monitoring of the use of the Internet and the Employer's network by employees.

# Charter Township of West Bloomfield Employee Manual

## USER AGREEMENT FOR INTERNET SERVICES

I have been authorized access to Internet Services. This access is provided through municipal-owned equipment and facilities.

I have read, understand, and agree to abide by the Information System Acceptable Use Policy and the following additional terms and conditions that govern my use of these activities.

- Access has been granted to me by the Charter Township of West Bloomfield as a privilege for me to perform authorized duties and responsibilities for my job.
- I will not use or knowingly permit the use of any access control mechanism (e.g. log-in ID, password, terminal ID, or user ID's) for any purpose other than that required to perform authorized duties.
- I will not disclose any access control mechanism, unless authorized to do so, in writing, by the Supervisor, Clerk, or Treasurer.
- I will not use any access control mechanism which has not been expressly assigned to me by the Information Technology Department.
- I understand the ethical and legal use of copyrighted materials and software, recognize that the unauthorized use of copying of materials and software is illegal, and agree to refrain from all illegal and unethical actions involving software and other copyrighted materials. I agree to abide by all Township and State policies, procedures, standards, guidelines and other regulations.
- If I observe or know of any violations of the terms of this agreement, by others, I accept responsibility for reporting such violations to my immediate Department Head and the Township Supervisor, Clerk and Treasurer.
- By signing this agreement, I certify that I understand the terms and conditions of this agreement and that I accept responsibility for adhering to the agreement. I also acknowledge my understanding that any infractions on my part will result in disciplinary action, including but not limited to termination of my access privileges.

Employee or Consultant Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

# Charter Township of West Bloomfield

## Employee Manual

### **Policy S3 - Anti-Nepotism**

The following relatives of any Employee or Elected Officials of the Township are disqualified from holding employment with the Township of West Bloomfield: Spouse, Child, Grandchild, Parent, Grandparent, Brother, Sister, Half-Brother or Half-Sister, and in-law or step relationships of the above relationships (example - Step-child, step-parent, step-brother) as well as all relationships shall include those arising from adopting.

This provision will not apply in the event the relationship arises after both persons are employees or been elected to office in the Township; provided that, the Township may transfer one or both employees to a different department and/or classification than the one held at the time the relationship arose. This policy does not apply to temporary/part-time employees who are employed less than 20 consecutive weeks by the Township.



# Charter Township of West Bloomfield

## Employee Manual

### Policy S4 – Ethics Policies

#### A. Summary of the Policy

The Township's Ethics Policy is captured in one sentence, "integrity is never compromised." This Policy focuses on integrity and provides the framework for our interactions with others including contractors, vendors, dealers and residents. Employees and Board Members must be guided by high standards of personal conduct and integrity in those relationships with residents, vendors and contractors. Not only should employees avoid favoritism, preferential treatment, and unethical business practices, they also should avoid conduct that might be misinterpreted by others or might provide any basis for question as to its propriety. All Township employees and Board Members are expected to honor the "spirit" as well as the "letter" of the Township's policies and standards of conduct. If you have any questions, please discuss them with your Supervisor or the Personnel Director. A public official or employee holds the public trust while performing his/her duties. That trust includes the expectation that all work performed will be done honestly, efficiently and economically. It also expects that those performing public duties will do so while; (1) recognizing their actions impact a diversity of groups within the community; (2) and that all decisions and actions must, therefore, be made with the highest degree of fairness, sincerity, even-handedness; and (3) loyalty to moral principles, rather than persons, party or governmental department. All public officials and employees must avoid conflicts between their private interests and those of the general public whom they serve. Any such conflict or potential conflict must be fully disclosed at the earliest opportunity to do so. It is hereby declared to be the policy of West Bloomfield Township to publicly recite the following guidelines as an acceptable standard of conduct for its officials and employees to ensure the highest degree of integrity in the performance of public duties.

#### B. Definitions

Public official/employee means a person elected, appointed, or otherwise serving in any capacity with the Township which involves the exercise of public power, trust or duty, whether recompensed or not, including consultants and persons serving on advisory boards and commissions. Substantial means anything of significant worth and importance, or of considerable value as distinguished from something with little value, social tokenism or merely nominal. Integrity is defined as doing the right thing for the Township in an honestly and professionally according to the standards below.

#### C. Standards

1. A public official or employee shall use personnel resources, property, and funds under the official's or employee's care and control judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit.
2. A public official or employee shall not solicit or accept a gift or loan of money, goods, services, or other thing of substantial value for the benefit of a person or organization, other than West Bloomfield Township, which tends to influence the manner in which the public official or employee or another public official or employee performs official duties.
3. A public official or employee shall not engage in a business transaction in which the public official or employee may profit from his or her official position or authority or benefit financially from confidential information which the public official or employee has obtained or may obtain by reason of that position or authority.
4. A public official or employee shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible with or in conflict with the discharge of the official's or employee's official duties or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties.

# Charter Township of West Bloomfield

## Employee Manual

5. A public official shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to a business entity in which the public official has a financial or personal interest. No employee may contract with the Township for any amount exceeding \$5,000 in a calendar year.
6. No public official or employee shall be a party, directly or indirectly, to any contract between himself and the public entity of which he is an official or employee if it is incompatible with or in conflict with the terms of his/her employment.
7. No public official or employee shall directly or indirectly solicit any contract between the public entity of which he or she is an official or employees, and
  - (a) Himself/herself;
  - (b) Any firm (meaning a co-partnership or other unincorporated association) of which he or she is a partner, member, or employee;
  - (c) Any private corporation in which he or she is a stockholder owning more than 1% of the total outstanding stock of any class where such stock is not listed on a stock exchange or stock with a present total market value in excess of \$25,000.00 where such stock is listed on a stock exchange or of which he is a director, officer or employee;
  - (d) Any trust of which he or she is a beneficiary or trustee; nor shall he or she take any part in the negotiations for such a contract or the renegotiation thereof or amendment thereto or in the approval thereof; nor shall he or she represent either party in the transaction; except as provided by State law.
8. No public official or employee shall use, or attempt to use, his or her official position to unreasonably secure, request or grant any privilege, exemptions, advantages, contracts or preferential treatment.
9. No public official or employee who acquires information in the course of his or her official duties, which information by law or policy is not available at the time to the general public, shall use such information to further the private economic interests of themselves or anyone else.
10. No public official or employee shall participate as an agent or representative of West Bloomfield Township in approving, disapproving, voting, abstaining from voting, recommending or otherwise acting upon any matter in which he or she has a direct or indirect financial interest without disclosing the full nature and extent of their interest. Such a disclosure must be made before the time to perform his or her duty or concurrently with that performance. If the public official or employee doing business with the Township (either directly or indirectly) is a member of a decision-making or advising body, he or she must make disclosure to the chairperson and other members of the body on the official record.
11. No public official or employee shall suppress any public report, document or other information available to the general public because it might tend to affect unfavorably his or her private financial or political interest.
12. No public official or employee shall, directly or indirectly, make use of or permit others to make use of Township property of any kind for purely personal gain. Public officials or employees should protect and conserve all Township property including equipment and supplies entrusted or issued to them. No public official or employee may use Township facilities or equipment for political campaign activity.
13. Township employee(s), vendor(s) or contractor(s) can be hired by an elected/appointed official to do personal work on their behalf. Disclosure of hiring and work performed must be reported in writing to the Personnel Director within 7 days of hiring.

# Charter Township of West Bloomfield

## Employee Manual

14. The Township places great importance on employees' relationships with contractors, vendors, dealers and residents. Certain gifts or favors may be accepted if they enhance the Township's business purposes. The item must be (1) Freely offered and/or (2) Represent normal sales promotions. Social amenities must be appropriate and limited, and must never give the appearance of impropriety.

A. The following examples are acceptable, when they are business related:

1. Two vendor/contractor-escorted entertainment or recreational event per year, per vendor. Entertainment events may include sporting, theater, or cultural events. Recreational events may include golfing, etc. Events requiring extensive travel (100+ miles one-way) or overnight stays are prohibited.
2. Township employees or elected officials may not use Township facilities or equipment for personal use. Use of a Township computer is appropriate as long as such use is of a short, intermittent, nature. Conduct of private business during working hours is prohibited.
3. Gifts of nominal value (limited to less than \$50) with the contractor's logo (for example, a T-shirt, cap or coffee mug).
4. Vendor transportation provided in the vendor's plane or vehicle for an authorized Township business trip (less than 100 miles one-way).
5. Refreshments provided by a vendor before or after a business meeting.

B. There are obvious examples of the types of behaviors that are clearly prohibited such as lying, cheating and stealing. All interactions with our contractors, vendor's, dealers, and residents must be conducted in locations or establishments that are generally recognized as appropriate for the conduct of business. Certainly, no gift, favor (including loans), donation, meal, or anything of value, should ever be solicited from a contractor or vendor, or anyone who may seek to do business with the Township. The following are examples of items that are NOT acceptable:

1. Gifts which are not of nominal value nor part of a normal sales promotion, such as alcohol, electronic devices, money or gift certificates.
2. Attendance at adult entertainment clubs, or other non-appropriate locations either on Township business with a vendor or paid for by a vendor.
3. Transportation or travel expenses for a trip that is not Township related (exclusive of above mentioned entertainment)
4. Money or loans.
5. Discounts which are not available to all Township employees, or to the general public.
6. Use of equipment or property belonging to or in possession of the Township, a vendor or developer, is prohibited (except as discussed above).
7. Township employees, contractors and vendors may be allowed to purchase Township equipment at Township auctions or bids from any public auction conducted with a prior public notice.
8. Disclosure of confidential or legally protected information to unauthorized sources.

Employees should never ask for any gift or favor from any individual or organization that does -- or seeks to do -- business with the Township. This is a blanket prohibition. Even asking a vendor for tickets to a sporting event is prohibited. Gifts that are prohibited should not be accepted, if possible. If received, they should be returned to the vendor. If not possible, gifts should be submitted to the Township Supervisor's office. They will be donated to a charitable organization.

# Charter Township of West Bloomfield

## Employee Manual

### D. Reporting

Any suspected violation of these standards shall, in the case of an employee, be referred to a Township Officer for any required action. A follow-up report must be made to the Township Board by the Officer within two weeks for any appropriate action. To avoid potential conflict of interest, and situations that might be misinterpreted as conflicts, the Township requires all employees to request approval, and file disclosures and reports on certain types of activities. It is not the Township's intention to interfere with employee's rights to engage in private outside financial and other activities, but only to assure that high standards of integrity and conduct are maintained, and to avoid potential misinterpretation of such activities.

### E. Penalties

The Township's standards of conduct are important, and they will be enforced. Collective Bargaining agreements may determine penalties for certain infractions.

# Charter Township of West Bloomfield

## Employee Manual

### **Policy S5 - Political Harassment**

- A. An Employee or Elected Official may engage in lawful political activities in connection with partisan or non-partisan elections on his or her own time. These activities, however, shall not be actively engaged in by an employee during those hours when the employee is being compensated for the performance of duties as a Township employee nor with equipment of the Township, i.e., phones, stamps, paper, etc.
- B. A Township Employee or Elected Official may not personally, or through an agent, coerce, attempt to coerce, or command another Township employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for the benefit of a person seeking or holding elected office, or for the purpose of furthering or defeating a proposed law, ballot question, or other measure that may be submitted to a vote of the electors.
- C. Violation of this section shall be considered grounds for discipline by the Township, up to and including discharge.

# Charter Township of West Bloomfield

## Employee Manual

### **Policy S6 - Restricted Duty Guidelines**

Section 1: Light duty opportunities may be made available to employees for both on the job and off the job injuries. Light duty assignments shall mean any duty in which the employee has been restricted from the essential functions of his job by competent medical advice. Examples of such duties are clerical work, courier service, computer data entry, inventory, new employee orientation, instruction, instruction writing, purchasing, fire pre-planning, inspecting (non-climbing/non-strenuous), minor repairs, or cleaning. Any and all of these duties must be within the restrictions of the employee's doctor. It is understood that such work must be useful and productive within the opinion of the Department Head. This is not a "make-work" program. When such work is available, the Department Head, within one week, may provide an opportunity for the injured employee to be assigned such work. The total number of employees on light duty is at the full discretion of the Department Head and Personnel Director.

Section 2: Any employee who is off work due to an off-the-job injury and has a physician's certificate that the employee can perform the light duty work described above may apply for light duty. Such light duty assignments shall not exceed 30 calendar days. The assignment of light duty shall not create an unsafe situation for co-workers nor increase the likelihood of further injury or aggravation of the employee's current condition.

Section 3: Any employee who is injured on the job may be assigned to light duty at either the employee's request or the Department Head's request. Such light duty assignments shall not exceed six months. The right of assignment of light duty in accordance with the provisions of the State of Michigan Worker's Compensation law is retained by the Township.

# Charter Township of West Bloomfield

## Employee Manual

### Policy S7 -Anti-Smoking

#### A. Purpose and Intent:

The purposes of this policy are:

- (1) to protect the public health and welfare by regulating smoking in the workplace;
- (2) to minimize the toxic effects of smoking in a workplace and accommodate, insofar as possible, the preferences of non-smokers and smokers; and comply with PA 368 of 1978.

This policy is not intended to create any right to smoke or to impair or alter an employer's prerogative to prohibit smoking in the workplace. Rather, it allows employees to smoke in the workplace provided that smoking is in a designated smoking area properly ventilated.

#### B. Definitions:

As used in this policy, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

1. Enclosed Area: The term "enclosed area" shall mean all space between a floor and ceiling which is served by a common heating, ventilating and air conditioning system, and is enclosed on all sides by solid walls or windows (exclusive of door or passageways) which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures.
2. Person: Any individual person, firm, partnership, association, organization or legal entity of any kind.
3. Smoking: The term "smoking" means lighting, inhaling, exhaling or burning any pipe, cigar, cigarette, weed, or plant, or carrying any lighted pipe, lighted cigar, lighted cigarette, lighted weed, lighted plant, or other ignited combustible substance in any manner or in any form.
4. Shared Workplace: A workplace or part of a workplace which is regularly used by more than one employee.
5. Workplace: Any enclosed area or any part of an enclosed area used in the performance of employment or related activities.

#### C. Policy:

1. Smoking is not allowed in any Township shared workplace, building or vehicle.

# Charter Township of West Bloomfield

## Employee Manual

### **Policy S8 - Employee Assistance Program (EAP)**

Section 1: The EAP is available to all Township Officers, Employees and members of their families. The primary purpose of EAP is to counsel and offer alternatives to troubled employees and their families to help them resolve their problems. Personal problems often result in lower productivity, increased conflict, increased frequency of accidents, and greater absenteeism. The goal of this program shall be to help those individuals with personal problems that may result in deteriorating job performance by providing avenues of assistance. This policy, and any related procedures, does not and will not alter or supersede the normal employment rules, policies, regulations, disciplinary procedures, performance evaluation guidelines, and /or provisions of collective bargaining agreements. An employee's job security will not be jeopardized through participation in the EAP, and any such participation will be governed by all applicable laws governing confidentiality. Supervisory training will provide management staff with tools to handle employee problems. Supervisors may recommend an employee use the EAP when they believe they are seeing a problem with the employee that is affecting their performance, but no employee is required to utilize the EAP. When the matter is referred to EAP, the information is kept confidentially by the EAP. An employee's job security will not be jeopardized through participation in the EAP. Such participation will be governed by all applicable laws. The basic components of the Township's EAP program are:

- \* Assessment and Referral
- \* Grief Counseling
- \* Supervisory Training
- \* Employee Awareness of Services
- \* Case Management
- \* Consultation
- \* 24-hour access to assistance

Section 2: The Township will pay the cost of the first EAP visit for an employee or family member either through the employee's medical insurance or through charges to the Township. The current provider is Counseling Associates, 33045 Hamilton Court, Suite w300, Farmington Hills, MI, 48334. Employees may call Counseling Associates at phone 248-353-5030.



# Charter Township of West Bloomfield

## Employee Manual

### **S-9 Drug Free Workplace**

It is the Township's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

SECTION 1: While on the Township's premises and while conducting business-related activities off the Township premises, no employees may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

SECTION 2: The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

SECTION 3: Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of disciplinary action, may request approval to take unpaid time off or paid sick and vacation days to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all of the Township policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause the Township any undue hardship.

SECTION 4: The Township is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, job applicants and employees (if the Township determines that reasonable suspicion of usage exists) may be asked to provide body substance samples (e.g., blood, hair samples, urine) to determine the illicit use of drugs. The Township will attempt to protect the confidentiality of all drug test results.

SECTION 5: Desks, lockers, and other storage devices provided for the convenience of employees but remain the sole property of West Bloomfield Township may be subject to search at any time, either with or without prior notice.

SECTION 6: Employees who hold a Commercial Drivers' License as a requirement for their job are subject to random drug tests and other requirements as outlined in the "Commercial Driver's License" policy as adopted by the Township.

# Charter Township of West Bloomfield

## Employee Manual

### **Policy S10 – Complaint Policy**

- A. If an employee disagrees with a department's policy or the administration of those policies, he/she is required to raise those concerns first with the Department Head or immediate supervisor. The initial complaint / inquiry may be discussed verbally with their supervisor or department head. If still not satisfied, the employee shall put their complaint in writing to the Department Head.
- B. The Department Head must answer the complaint, in writing, within five working days or specify to the employee why he/she is not able to do so within that period. Failure to do so by the Department Head or if the employee is unsatisfied with the answer, will entitle the employee to file a complaint with the Supervisor or Personnel Officer if done so within 30 calendar days. The complaint must include a copy of the written complaint and the Department Head response (if any).
- C. If an employee is unsatisfied with the response of the Supervisor and/or the Personnel Officer, they may file a complaint with the Township Board of Trustees or any other Officer of the Township.
- D. In the case an employee reasonably believes that a violation of a criminal law or violation of the Township's Ethics Policy or Sexual/Other Protected Classes Harassment has occurred, the employee may take those concerns directly to the Supervisor or the Personnel Department. The State / Federal Whistleblowers Acts or the Ethics Reporting Policy (S-4.D) may then apply in that case.
- E. The primary purpose of the policy is to assure an orderly, amicable way to resolve disagreements and concerns about department operations.

# Charter Township of West Bloomfield

## Employee Manual

### **Policy S-11- Travel and Education**

It is the policy of West Bloomfield Township to have a competent and educated work force that is able to take advantage of the latest knowledge and trends in the technical and managerial fields to assist in the delivery of cost effective service to our customers.

Prior authorization is required by the Township Supervisor to attend conferences, seminars and training. The HR Director will review and evaluate such requests before forwarding them to the Supervisor for approval. Food will be reimbursed up to \$40 per day with submitted original receipts. This policy will be followed except to the extent that a Collective Bargaining Agreement provides otherwise.

### **11.A. Travel Request Procedure**

11.A.1. Requests for approval or check advances for travel or education benefits will be made by the employee to their Supervisor. All travel or education expenses require pre-approval. The Township Officers are not required to receive such specific approval for travel or education of any other Township Officer.

11.A.2. Use either the travel or education request form in order to request Township payment of travel or educational expenses.

11.A.3. The travel request must include the following information:

- Name of the traveler
- Event, seminar, or conference title
- Location of the event
- Dates on travel status
- Name of hotel, number of nights, and daily rate. (standard accommodations)
- Registration fees
- Mode of transportation to get to / from the conference
- Cost of travel (mileage when lower cost transportation not available)
- Other incidental costs expected
- Advance checks required – to who, amount, reason for
- Copy of promotional brochure for seminar, conference, etc.

11.A.4. Approved travel is subject to the availability of budgeted funds. Travel for less than \$1000 per individual for the trip is subject to the sole discretion of the Department Head, and the Township Supervisor. Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues. Abuse of this Business Travel Policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

### **11.B. Education Request Procedure:**

11.B.1. The educational request must include the following information

- a. Name of the participant.
- b. Class title put on by what educational institution.
- a. Location of the class.
- b. Amount of Credits.
- c. Reason for the class. Cite benefits or Degree/Certificate program.
- d. Dates (or semester) of class.
- e. Additional fees, items, and costs.
- f. Tuition Amount.

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11.B.2. The request form for education will require approval by the Supervising Department Head and the Township Supervisor (or designee), countersigned by one other officer for those employees in approved degree programs or for classes directly related to the employee's current job. If the course is not directly related to the employee's work, the Township may only pay one-half of the tuition fee. Approval of educational expenses will be subject to availability of funds and classes.

11.B.3. Money provided to employees for employer required education will not be reported to the IRS as taxable income.

### **11.C. Documentation of Expenses**

11.C.1. Each expense will be documented with a proper invoice. Examples are registration form and hotel bill. Food will be reimbursed up to \$40 per day with submitted original receipts. No reimbursement for alcoholic beverages is permissible. Mileage rate is the current rate approved by the IRS for expense deductions. Reimbursement of charges for telephone calls, fax, and similar services required for business purposes only. Failure to provide documentation of expense within 21 days will invalidate any claim for reimbursement and prevent any future advances being provided to the requesting employee. Persons on travel status will not be paid overtime for travel to and from class or seminar.

11.C.2. Reimbursement of expenses for educational expenses will be based on successful completion of the class with a grade of C or better.

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### **CERTIFICATE OF RECEIPT:**

This is to certify that I have received a copy of the updated Charter Township of West Bloomfield Employee Manual as issued in September 2014, including all revisions to the present date.

I understand and acknowledge that the policies herein are subject to change at the discretion of the Township when not in conflict with any bargaining unit labor agreement, and that actual plan documents will govern benefit offerings.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Township Officer

\_\_\_\_\_  
Date