



# **PERSONNEL MANUAL**

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

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## SCOPE, PURPOSE, AND INTENT

This personnel manual is applicable to non-union personnel employed by Superior Charter Township. It is not applicable to any employee or group of employees whose employment is governed by a collective bargaining agreement. This manual does not apply to elected officials or their appointed deputies. Should an employee have legitimate issues or concerns regarding an elected official related to whistle blowing, it may be brought to the attention of an individual Board member or the Board to be investigated.

It is the purpose and intent of this manual to act as an outline of benefits, procedures and policies that Superior Charter Township intends to extend to some of its employees. This manual should not be construed as creating a contract between the Employer and any of the applicable employees. The interpretation and administration of the benefits noted herein are within the sole discretion of the Superior Charter Township Board. Benefits outlined in this document may be added to, expanded, reduced, deleted, or otherwise modified by the Superior Charter Township Board and any such modifications in the manual shall be solely within the discretion of the Township Board. It is the responsibility of the Township Board to provide reasonable prior notice of changes or modifications, if any, to the affected employees. The Employer reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged by the terms of this manual.

No person or representative of the Employer, other than the Township Board, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the provisions contained herein. The employees covered under this manual are employees at will.

Their employment and compensation can be terminated with or without cause, and with or without notice, at any time. The Township Supervisor, Treasurer and Clerk may terminate the employment of their deputies as noted above. The Township Board may terminate the employment of any employee, except the deputies of the Supervisor, Treasurer and Clerk, as noted above. The Township Supervisor, or in his/her absence, the Treasurer or Clerk, may suspend, without pay, an employee pending a final decision by the Township Board.

Individual employee compensation rates are specified in separate agreements between the employee and the Employer.

This manual replaces all previous manuals and associated resolutions that may not adhere to this manual. Any concerns not covered by this manual should be brought to the attention of the Township Personnel Manager.

Please read it thoroughly and retain it for future reference. Your conduct during your employment will be governed by the guidelines described herein.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the policy of the Superior Charter Township Board to provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, sexual and gender orientation, age, religion, national origin, marital status, height, weight, or disability as required by law.

The Township affirms its policy to treat all employees and job applicants equally, based on individual qualifications, abilities, and experience.

The Township affirms its policy to treat all aspects of employment, including hire, compensation, benefits, promotions, transfers, layoffs, and recall, without discrimination based on race, creed, color, sex, sexual and gender orientation, age, religion, national origin, marital status, height, weight, or disability.

As part of the Township's Policy of Equal Opportunity Employment, this Township strictly prohibits engaging in ethnic, racist, sexist, homophobic, or other derogatory comments, slurs, statements, jokes, or other objectionable conduct in violation of this policy. The Township believes that all employees are entitled to a workplace free of harassment and expects that all employees will treat each other and our customers with courtesy, dignity, and respect.

The Township Supervisor is responsible to oversee civil rights compliance, subject to review by the Board.

## SECTION 1.0 GENERAL INFORMATION

### 1.1 Work Status/Job Definition

#### A. Employees may be hired as:

- 1) Temporary Employees (Either part or full-time)
- 2) Seasonal Employees (Either part or full-time)
- 3) Permanent Employees (Either part or full-time)

**B. Appointed Deputies.** The Clerk (MCL 41.69) and the Treasurer (MCL 41.77) **must** each appoint a deputy. The Supervisor **may** appoint a deputy. (MCL 41.61) Deputies are different from other township employees. A deputy position is an appointment to a public office. A deputy serves at the “pleasure of the official,” which means that the deputy’s appointment depends on the official holding the office. Thus, for the purposes of the personnel manual they are not to be considered **regular employees**. (sec 3.1 A)(Pg 17)

**C.** All employees, except those governed by a collective bargaining agreement, shall be considered at-will employees.

**D.** Employees shall be given a written job description at the time they are offered a position at Superior Charter Township. However, the Township reserves the right to revise an employee’s job description as it deems necessary, and the right to direct an employee to temporarily perform work that may be of a different nature or in a different department from that which the employee is normally engaged. Other duties as assigned are only prescribed by the employee’s direct supervisor. Job Descriptions shall be kept updated to reflect the employee’s duties and responsibilities. Descriptions will be maintained by the Personnel Manager. The Township may award parity pay increases for expanded responsibilities. Recommendations for parity pay increases due to expanded responsibilities, are submitted to the Township Administrative Staff (Supervisor, Clerk & Treasurer) by the Department Head. If the Administrative Staff are in support of the pay increase, they submit it to the Township Board for approval.

**E.** The Township may, with Board approval, transfer employees from one position and/or department to another or share employees among departments to meet the needs of the Township.

### 1.2 Work Week, Working Hours, Pay Periods

**A. Work Week.** The work week shall be thirty-seven and one-half (**37.5**) hours, consisting of five (**7.5**) hour days for full-time employees (unless otherwise designated) with the exception of full-time utility workers, whose normal work week shall be forty (40) hours, consisting of five (8) hour days (unless otherwise designated). However, nothing contained herein shall constitute a guarantee of thirty-seven and one-half (**37-1/2**) hours a week.

**B. Working Hours.** Normal Township work hours are from **8:00** a.m. to **4:00** p.m. daily for full-time employees, unless otherwise authorized by the employee’s Department Head in writing. Utility Department employees work **8:00** a.m. to **4:30** p.m.

**C. Pay Periods.** Pay periods are two weeks long beginning Saturday and ending on Friday for all departments. Paychecks are issued every two weeks on Thursday mornings and cover all days worked through the preceding Friday. The Township reserves the right to move a payday back or forward up to two days to accommodate holidays.

### **1.3 Time Sheets**

All employees, with the exception of salaried, shall keep a weekly time sheet showing the daily time in and time out and any benefit time used. The employee shall sign the time sheet and turn it in to his/her Department Head by Monday at 9:00 a.m. following the week covered by the time sheet. The Department Head must approve the time sheet by his/her signature. All time sheets, after departmental approval, must be turned over to payroll administrator no later than Monday at 9:30 a.m. of the same week in which it was received by the Department Head.

### **1.4 Overtime**

**A.** Superior Charter Township generally attempts to discourage overtime. Overtime is paid to hourly employees only and is defined as a work week over 37 1/2 hours (or a work week over 40 hours for Utility Department employees). The Township will normally compensate eligible employees at one and one-half (1- 1/2) times their regular rate of pay. The Township reserves the right to pay straight-time rather than overtime if an employee uses benefit time during the week constituting a work week over 37 1/2 hours (or 40 hours Utility Department) and has thus not physically worked more than 37 1/2 hours (40 hours Utility Department).

**B.** All hourly employees who are required to work on days designated as official holidays of the Township shall be paid double-time for hours worked plus their normal holiday pay.

**C.** All overtime must be approved in advance unless blanket approval is given to an employee or group of employees to work overtime for specific duties. There is mandatory "on call" duty for Utility Department employees.

**D.** If the employee and employer agree, the employee can choose to receive compensatory time in lieu of overtime pay. If this option is chosen, 1.5 hours of comp time shall be deposited in the employee's benefit bank for every hour of overtime worked. An employee who works overtime shall fill out an overtime reporting form on which he/she will describe the overtime work and request either compensatory time or overtime pay for the time worked. This form shall be submitted to their Department Head who shall approve the overtime work and approve either pay or comp time.

**E.** The maximum compensatory time an employee may have in his/her benefit bank shall be 37 1/2 hours (40 hours Utility Department). If an employee's comp time bank is at 37 1/2 hours (40 hours Utility Department) he/she will automatically be paid for the overtime. Employees shall be given a report of their Comp Hour Bank total with each paycheck.

**F.** Utility employees shall receive a minimum of three (3) hours pay or comp time for all emergency after-hours "call outs". An emergency after-hours call-out is defined as being called back to work. Hours worked immediately preceding or following the normal work schedule shall not qualify as an emergency after-hours call-out; these hours shall be dealt with as normal overtime.

**G.** Utility employees who are scheduled to receive after-hours phone calls shall be compensated on a per incident basis. In district phone calls shall be paid at 3 hours of overtime per incident. Out of district phone calls shall be paid at 2 hours of overtime per incident.

**H.** Utility employees who are scheduled to receive emergency after-hour call outs shall be compensated for the time required to be available. Compensation will be given at a flat rate of \$225.00 per week (7 days) for being on call. The flat rate amount will be reviewed on an annual basis by the Board of Trustees.

**I.** An employee may cash out hours in his/her Comp Bank for pay by submitting a request form to the Payroll Administrator, signed by his/her department head.

### **1.5 Managerial Time**

All managerial and professional employees of the Township are exempt from overtime pay, but (as a courtesy) shall be permitted to earn up to five Managerial Comp Days per calendar year. Managerial employees are eligible for management time credit if their workweek exceeds 37 1/2 hours (or 40 hours Utility Department.) Managerial hours are awarded on a one hour for each hour work basis. The Township reserves the right to deny management time credit if (a) the need to work additional hours outside of 8:00 a.m. - 4:00 p.m. (8:00 a.m. - 4:30 p.m. Utility Department) is not warranted for the workload assigned, or (b) the need to work extra hours is caused by the use of benefit time during the workweek and the employee has been exhibiting excessive absenteeism as determined by the Department Head or Township Supervisor. Management Time credit must be approved by the Department Head and the Township Supervisor. A managerial employee may keep no more than 37 1/2 hours (40 hours Utility Department) in his/her Managerial Comp Bank. Managerial Comp days may not be converted to cash, except upon termination of employment. Employees shall be given a report of their managerial comp hour bank total with each paycheck.

### **1.6 Lunch/Rest Breaks**

**A. Lunch Break.** Each employee shall be allowed a thirty (30) minute unpaid lunch break. The specific lunch break will be scheduled by the respective Department Head. Abuse of lunch break time limits may result in disciplinary action.

**B. Rest Breaks.** Rest breaks are generally allowed twice a day, with one in the first four (4) hours of the workday and one in the last four (4) hours of the workday. Each rest break period is not to exceed fifteen (15) minutes and will be scheduled by the Department Head.

**C.** Lunch and rest break times may be combined with permission from the Department Head and are not to exceed 45 minutes (equivalent to one fifteen-minute break plus lunch).

**1.7 Smoking/Tobacco Use.** All Township buildings are non-smoking buildings and tobacco free. Please see the Township's Non- Smoking Policy.

### **1.8 Personal Information Updates**

Employees are required to report changes in their personal status for tax withholding and insurance purposes, such as name, address, telephone number, marital status, beneficiaries for insurance purposes, number of dependents, number of exemptions, emergency contact to the Township Manager's Office within five (5) days after such change has occurred. Employees are also required to provide their current telephone number to their immediate supervisor and to immediately inform him/her of any changes. The Township shall be entitled to rely upon the staff member's name, address, phone number, marital status and number of dependents shown on his/her records for all purposes involving his/her employment.

## **1.10 Michigan Workers' Compensation**

- A.** Township employees are covered by Michigan's Workers Compensation laws. Any employee involved in a work-related accident or injury shall report that accident or injury to his/her Department Head and the benefits representative or to his/her designee as soon as possible after the mishap and fill out the proper reporting forms. In the event a regular full-time employee who has been employed for one (1) year or more is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the Employer will continue the employee's insurances provided hereunder for a maximum of 365 days from the date of the injury. Thereafter the employee is eligible to continue insurance coverage at his/her expense under COBRA which allows employee purchased continued coverage for 18 months.
- B.** If the employee is in the John Hancock Pension Plan, his participation in the pension plan will be suspended while on workers compensation; this is dictated by John Hancock. If the employee is in the MERS Pension Plan his wages will not be reported and no employee deduction or employer contribution will be paid. However, employees will receive service credit for the time they are on disability in conformity with a MERS policy.
- C.** The employee shall not continue to accrue vacation, sick and personal time while on workers compensation disability.
- D.** The employee shall have the option, but not be required, to cash in sick, vacation, and personal time to make up the difference between his/her normal pay and the compensation he/she receives while on workers compensation.

## **1.9 Harassment**

Employees have the right to a work environment free from intimidation and harassment for any reason, including harassment because of their sex, gender orientation, race, creed, color, age, religion, ethnic origin, national origin, marital status, height, weight, or disability. The Township prohibits all physical, verbal, or graphic harassment of this nature. Employees should report harassment complaints to their immediate supervisors or designated Township official.

## **SECTION 2.0 BENEFITS**

### **2.1 Funeral Leave**

In the event of a death of any of the following members of an employee's family: (mother, father, sister, brother, wife, husband, children, stepchildren, legal foster child, legal guardianship, stepparents, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law) the employee will be granted time off with pay for a maximum of three (3) days. Each case shall be handled on an individual basis. Sick, personal or vacation time may be used for longer periods of bereavement with prior approval of the Department Head. Documentation from the funeral home in the form of a note or letter showing the employee attended the funeral/memorial service must be provided for all funeral leaves. An employee who suffers a death in their immediate family during a vacation period must notify their Department Head upon receiving notice of the death and should have up to four days of their remaining vacation rescheduled for a later date providing the employee attends the funeral.



## **2.2 Jury Duty**

A. Employees summoned by the Court to serve as jurors will be given time off for the period of their jury duty. For each day that an employee serves as a juror, on which the employee would otherwise have worked, the employee shall receive his/her regular straight time rate of pay provided that the employee turns over to the Township his/her jury fee (not mileage). In order to receive jury duty pay from the Township, an employee must:

- 1) Give reasonable advance notice that he/she has been summoned for jury duty.
- 2) Give satisfactory evidence that he/she served as a juror at the summons of the Court on the day that the employee claims entitlement to jury duty pay.
- 3) Have been scheduled to work.
- 4) Return to work if excused with three (3) or more hours left in normal schedule.

## **2.3 Travel Reimbursement**

Employees engaged in Township Business shall be reimbursed for mileage at the current IRS rate. Mileage Reimbursement Forms shall be filled out with odometer readings, and a description of the trip and signed by both the Department Head and the Township Supervisor. The Township shall only authorize mileage reimbursement expenses for employees who have a valid Michigan driver's license. A copy of a valid Michigan driver's license shall be provided to, or be on file with, the Township Clerk prior to submitting a request for mileage reimbursement.

## **2.4 Meals/Lodging Reimbursement**

Employees shall be reimbursed for meals or lodging while attending Training Seminars, or when out-of-town engaging in official Township business. Off-site work and seminar attendance must be approved by the Township Supervisor ahead of time. The maximum amount for food reimbursement costs is \$64 per day. No alcohol is included in reimbursements. Lodging expenses must be reasonable and cannot include unnecessary amenities. Original receipts must be submitted with the request for reimbursement.

## **2.5 Training Seminars (Non-College)**

Employees may be required to attend training seminars in connection with their jobs. If the training is mandatory, employees will be paid their regular hourly rate for the time spent attending training sessions, including travel time. They will be paid overtime for hours required after their normal work schedule. They will also be reimbursed for mileage. Employees may also submit a request to voluntarily attend training seminars related to their job, either during or after regular work hours, to their department head, who will discuss the matter with the Township Supervisor. The Supervisor and Department Head shall either (a) approve payment of tuition and materials and pay for the employee for his/her hours of attendance (but not overtime), or (b) approve payment of tuition and materials only, or (c) deny the request.

## **2.6 College Training**

Employees may submit a Request for Educational Allowance to cover tuition, books, and student fees up to \$1000.00 a year. (Non-college training seminars are not included. They are considered separate and are not part of this \$1000.00 annual college training allowance.) The college class(s) must be directly related to the employee's job.

A class does not necessarily need to qualify as credit towards a college degree to qualify for Allowance coverage. The request must be submitted prior to attending the class and approved by the Department Head and Township Supervisor. The allowance shall be paid retroactively and only if the employee provides proof that he/she received a "B" grade or higher in the class. Employee attendance of college classes must not interfere with their regular work schedule at Superior Charter Township or with mandatory overtime requirements. The Township's allowance shall be reduced by the amount of duplicate financial assistance the employee receives from any other sources. Reimbursement for classes the Township requires an employee to attend shall not decrease this \$1000.00 annual allowance for elective college training.

## **2.7 Uniform Allowances**

Some Departments pay annual uniform allowances. Please see your Department Head for information.

## **2.8 Holidays**

Superior Charter Township observes certain holidays as designated by the Township Board each year. All Township offices will close except those required by the Township Board to remain open. Regular full-time employees shall only receive holiday pay if they work the day before and the day after the holiday, unless excused by their department head. Regular part-time employees shall be paid for the holiday if it falls on a day they are normally scheduled to work. Any non-managerial employees who are required to work on an official Township holiday shall be paid as described in Article 1.4 Section B, on page 5.

## **2.9 Sick Days**

Earned sick leave may be used for an employee's illness, accident, or his/her doctor and/or dentist appointments. Each regular full-time employee shall earn sick leave at the rate of one-half (1/2) day per month for the first year of employment and one (1) day per month after one year of employment. There is no limit on how much sick time may be banked. (See section 2.21, page 17, for part-time benefits.) Employees shall be given a report of their Sick Time Bank total with each paycheck.

- 1) When an employee must miss work for doctor/dentist appointments, the employee must give the Department Head two (2) days advance notice unless emergency conditions exist.
- 2) An employee who finds it necessary to use sick time for an accident or illness must notify his/her Department Head at the start of the workday or as soon as possible via phone call. If the employee is unable to make the call him/herself, he/she should have a designated person make the call. Failure to call in shall result in disciplinary action, possible dismissal, and the employee will not be permitted to use benefit time for the missed hours.
- 3) If an employee needs to be off from work due to illness or injury and does not have enough sick time in his/her bank to cover the time off, he/she may use vacation or personal

time if a doctor's excuse is presented.

- 4) If an employee needs to be off from work due to illness or injury and he/she has no sick, personal, or vacation time to cover his/her absence, the Township may grant the employee permission to take unpaid time off.
- 5) Sick days will not be granted for absences due to weather conditions, transportation problems or any other reasons except for those specified herein.
- 6) Employees returning to work from an injury or illness or use of sick leave or leave of absence may be required by his/her Department Head to submit a statement from his/her physician qualifying his/her ability to work or to verify that the employee was ill (the nature of the illness does not need to be disclosed).
- 7) Employees taking sick leave on their last scheduled day of work before a holiday or vacation, and/or their first scheduled day after a holiday or vacation may be required to submit a statement from their physician verifying the illness. It shall be the employee's responsibility to check with his/her department head when calling in to determine if the statement is necessary.
- 8) When there is a dispute regarding an employee's physical or mental ability to perform his/her job or to return to work after a leave of absence of any kind, the employer may require a report from a medical doctor of the employer's choosing (at the employer's expense if not covered by the employee's insurance). If the dispute still exists, the employer's doctor and the employee's doctor shall agree on a third doctor to submit a report to the employer and the employee. Any expense of the third doctor shall be borne equally by the employer and the employee, if not covered by the employee's health insurance. The decision of the third doctor shall be binding.
- 9) Falsification of information to secure sick leave or other leaves of absence shall result in disciplinary action and shall be possible grounds for dismissal.
- 10) Department heads and the administrative staff shall monitor the use of sick time. The abuse of sick time can result in the disruption of staffing levels, extra work, and responsibilities for other employees, and create negative effects on workplace morale. Abuse of sick time includes, but is not limited to:
  - a) Establishing a pattern, such as using sick time in conjunction with weekends, vacations, or holidays.
  - b) Excessive use of sick time. This may be defined as maintaining fewer than thirty (30) hours of sick time in the employee's Sick Time Bank after the first year of full-time service. The requirements for part-time employees shall be proportionally adjusted.

If it is determined that an employee has abused sick time, the employee may be subject to corrective action which includes documented counseling, requiring the employee to provide a doctor's excuse for future sick time use; disciplinary action up to and including dismissal.

## **2.10 Vacation Days**

**A.** Full-time employees receive one (1) week of vacation time on the six-month anniversary of their date of hire. Beginning the thirteenth (13th) month of service, full-time employees shall receive vacation days at the rate of 6.25 hours per month. Beginning the fifth (5th) year of service, employees shall receive vacation days at the rate of 9.375 hours per month. Beginning the tenth (10<sup>th</sup>) year of service employees shall receive vacation days at the rate of 12.5 hours per month. Utility Department employees shall receive vacation days at the rate of 6.66 hours per month beginning the thirteenth month of service. Beginning the fifth (5th) year of service Utility Department employees shall receive vacation days at the rate of 10 hours per month. Beginning the tenth (10<sup>th</sup>) year of service Utility Department employees shall receive vacation days at the rate of 13.333 hours per month. (See Section 2.21, page 17, for part-time benefits). Employees shall be given a report of their Vacation Time Bank total with each paycheck.

**B.** Regular Part-time Employees receive one (1) week of vacation time on the six-month anniversary of their date of hire based on their average work week. Beginning the thirteenth (13th) month of service, Regular part-time employees shall receive vacation based on the formula: [# of hours worked every two weeks / 12] each month. Beginning the fifth (5th) year of service regular part-time employees shall receive vacation using the following formula: [# of hours worked every three weeks /12] each month. Beginning the tenth (10th) year of service regular part-time employees shall receive vacation days using the following formula: [# of hours worked every three weeks /12] each month. Employees shall be given a report of their Vacation Time Bank total with each paycheck.

**C.** Employees may only bank one and one-half (1-1/2) times their yearly vacation accrual. Employees who have reached this limit may receive cash in lieu of their monthly vacation accrual a maximum of five times their monthly allotment. After receiving cash payment in lieu of monthly vacation accrual for the maximum hours allowed, the employee must maintain his/her vacation bank at or below the limit by scheduling time off or forfeit any hours which put his/her vacation bank over the limit. Employees may, in extenuating circumstances, be granted an exception by the department head and Township Supervisor to temporarily exceed the vacation bank limit.

**D.** All vacations should, if possible, be requested two weeks in advance. However, requests with less than two weeks' notice may be approved if this does not cause problems for the department. Each request is decided on a case-by-case basis by each department at the time the request is made. Given the fact that each department has different needs and operating modes, and different levels of staff coverage, it is quite possible that similar requests approved in one department may be declined in another department or vice versa. Likewise, some departments may allow these requests during certain parts of the year but not others depending on the seasonal workload of the department.

**E.** If an employer-recognized holiday falls during the employee's scheduled vacation, that day shall be considered a holiday and not a vacation day.

**F.** Department Heads may permit employees to use vacation hours for unexpected personal business if this does not create a problem for the functioning of the department.

**G.** Beyond the first year of employment, the Township does not normally allow unpaid time off for vacation or personal business. Since full-time employees are being given pension and health insurance benefits based on the fact, they are full-time employees, it is expected that they will be working full-time. However, employees may, upon occasion, request to take unpaid vacation days if they have exhausted their vacation bank and desire additional time off. Each request is decided on a case-by-case basis at the

time the request is made. Requests must be approved by the department head and the Township Supervisor. Given the fact that each department has different needs and operating modes, and different levels of staff coverage, it is quite possible that similar requests approved in one department may be declined in another department or vice versa. Likewise, some departments may allow these requests during certain parts of the year but not others depending on the seasonal workload.

## **2.11 Personal Days**

**A.** Each regular full-time employee shall earn personal days at the rate of two (2) days per year. They shall accrue on the first day of employment and subsequently on January 1st of each year. Unused Personal Days

may carry over from one calendar year to the next.

**B.** If possible, 48-hour notice shall be given to use personal time hours. However, if an employee must miss work due to family or personal emergencies, or unforeseen circumstances, he/she may use personal hours without advance notice. Employees using personal hours unexpectedly must call in to their immediate supervisor (or have a designated person if they are unable to call). This call should happen by the start of the workday or earlier via voicemail, text message (voice mail or answering service is on 24 hours/day and weekends). Failure to call in when taking time off for personal reasons shall result in disciplinary action, possible dismissal and the employee may not be allowed to use benefit time for the missed hours.

**C.** Employees may use personal hours without advance notice for non-emergencies purposes, if taking the time off does not create a problem for the functioning of the department as determined by the department head or immediate supervisor.

**D.** Employees may only bank up to five personal days at any one time. If the accrual of personal days on January 1<sup>st</sup> would put an employee's personal day bank over the 5-day limit, the employee shall forfeit all hours over the five-day limit. Employees shall be given a report of their Personal Day Bank total with each paycheck.

## **2.12 Requests for Paid Time Off**

**A.** Prearranged requests for time off:

- 1) Requests for day(s) off shall first be turned in to the employee's Department Head.
- 2) The Department Head will determine if there are other requests for the same day(s) in his/her own department which may cause staffing problems. If there are conflicting requests, the Department Head shall make a determination as to whose request shall be given priority based on the date the request was submitted, seniority, and ability to change plans.
- 3) If the Department Head doesn't see any conflicts, he or she will turn in the request form to the Township Supervisor (excluding requests by Park and Utility Dept. employees) who will then determine if the request conflicts with other time-off requests from other departments. The Township Supervisor shall determine whose request shall be given priority based on the date requests were submitted, seniority, and ability to change plans. The Township Supervisor will determine if duties from one department can be covered by staff from other departments so that

more than one person can have the same day(s) off. After making a determination, the Township Supervisor will return the approved or denied request to the Department Head. If approved, the Department Head will return the request form to the employee. If denied, the Department Head will discuss the problem with the employee and the employee may have to select a different day(s).

- 4) Time off Requests for Department Heads in the General, Utility and Building Departments shall be turned in directly to the Township Supervisor for approval. The Parks Administrator shall turn in his/her requests to the appointed Parks Commissioner. Utility and Parks Department Heads shall inform the Township Supervisor of all approved employee vacations of their employees.

**B. Unexpected days off:**

- 1) If an employee unexpectedly needs to use personal or sick time, he/she must fill out a Time Off Request Form immediately upon returning to work. All Department Heads turn in their forms directly to the Township Supervisor for signature. Employees turn their forms in to their Department Heads who sign them and then turn them in to the Township Supervisor.
- 2) The Township Supervisor signs the Time Off Request Form and returns it to the employee who then attaches it to his/her time sheet.

### **2.13 Medical, Dental, Vision and Life Insurance**

Each of these benefits is provided to eligible full-time employees and their families, but not to part-time employees. An employee becomes eligible for health insurance enrollment the first day of the month following the month of hire. The Township reserves the right to increase employee premiums for insurance if costs become prohibitive. (See the Personnel Manager for details of the various plans.) Whenever health insurance plan coverage changes, a new summary of benefits will be distributed to employees. The Township offers COBRA insurance coverage, as required by law, to employees and family members.

#### **Option for Cash Payment in Lieu of Medical Insurance**

**A.** A regular full-time employee of the Township is eligible for the Township's medical insurance for him/herself, spouse, and dependent children. An employee may opt out of coverage for him/herself and his/her entire family, or just for his/her spouse, or just for his/her children, if the employee or his/her children and or spouse are covered under another group health insurance plan i.e., through retirement benefits from a previous job, the spouse's employment, a divorce decree, department of health services etc. To qualify for opting out the employee must provide proof of coverage under another group health insurance plan. The employee shall be compensated at the rate of 40% of whatever portion of the Township insurance he/she opts out of. For example, if the employee elects only single coverage insurance when he/she is entitled to couple's coverage under another insurance plan, the employee will receive 40% of the difference between single and couple's coverage under the Township plan. If the employee opts out of family coverage completely, he /she will receive 40% of the cost of family coverage under the Township plan.

This amount shall be paid in (26) equal payments, each of which will be paid on consecutive pay periods as a taxable benefit. Employees choosing to opt out of the plan must state so in a signed writing. Employees who opt out may rejoin the health insurance plan at a future date in the following situations:

divorce, loss of employment by spouse resulting in loss of coverage, and during open enrollment period each year.

**B. EXCEPTION:** If an employee is covered through Superior Charter Township medical insurances by another Township employee, i.e., a spouse or parent, no opt out is allowed.

## **2.14 Pension Benefit**

**A.** The Township provides pension programs for permanent full-time employees and permanent part-time employees working at least twenty (20) hours/week.

**B.** Permanent part-time employees are eligible (the plan is optional) to participate in the John Hancock Defined Contribution Pension Plan beginning the first (1<sup>st</sup>) day of the month following the month of hire. However, if a part-time employee chooses to opt out, that is irrevocable, and they cannot later choose to join the plan. The employee must sign an IRREVOCABLE WAIVER OF PARTICIPATION if they choose to opt out. For the John Hancock Plan, employee contribution is 5% and the Township Contribution is 10%. An employee becomes vested after twenty (20) months of participation in the plan.

**C.** Permanent full-time employees are required to participate in the MERS Defined Benefit Pension Plan beginning the 1<sup>st</sup> day of employment. Employee contribution is 5%. The MERS plan allows for retirement at age 55 with a minimum of fifteen (15) years of service, retirement at any age with thirty (30) years of service, or retirement at age sixty (60) with six years of service. The benefit multiplier is B-3 (see the MERS booklet for further explanation). Employees become vested in MERS after six years.

**D.** Full-time employees hired before 1/1/04 were given a one-time option to remain in the John Hancock Plan or convert to the MERS Pension Plan. All full-time employees hired after 1/1/04 must participate in the MERS Pension Plan.

**E.** Pension is deducted from regular pay overtime and longevity and education/certification incentives; likewise, the employer match is paid on these forms of pay also. Refer to Section 3.3, page 19, for an explanation of how pension is dealt with when switching from part-time to full-time status. See the Human Resources Administrator for further information on either of these pension plans.

## **2.15 Retirement Health Benefits**

### **A. MERS HEALTH CARE SAVINGS PLAN**

**(1)** All full-time employees hired after 11/1/13 shall be enrolled in MERS Health Care Savings Plan Division (HCSP) # 300800 the first day of the month following month of hire. Employees placed in this division shall have a mandatory pre-tax deduction of 3% of the employee's gross regular pay deducted from each paycheck. All employees enrolled in this division of the HCSP program will be required to fill out, and file with the Human Resources Department, a *Benefit Time Pay-off Election* form.

Between November 1<sup>st</sup> and November 15<sup>th</sup> each year, the employees in this division (which will include all non-union full-time employees hired after 11/1/11) shall discuss among themselves what they would like their mandatory contribution to the HCSP Program to be for the upcoming fiscal year [it must be at least 3% of regular pay], including the % of salary reduction, and whether the deduction shall be made from Regular Pay only, or Regular and

Overtime Pay. The group shall then inform the Township Board, in writing, of their decision.

If there is dissenting opinion among the group members, this shall be included in the letter. The Township Board will take into consideration the requests of the employee group, and then make a final determination as to the mandatory salary reduction percentage, and types of pay the reduction shall be applied to.

**(2) Employees Hired before 11-1-11.** All employees already enrolled in the MERS Health Care Savings Plan as of 11-1-11, are in their own individual division and shall have Mandatory Pre-tax deductions from their bi-monthly paychecks as outlined in their individual MERS HCSP Participation Agreements which can be amended once per year between November 1<sup>st</sup> - November 15<sup>th</sup> in that employees may choose between Option #1, Option #2, and Option #3 as outlined on the MERS Health Care Savings Plan Option Form for Non-Union Employees which is included in Appendix B of the MERS manual. Employees who choose Option #3 must fill out a Benefit Time Elections Form and file it with the Human Resources Department.

**(3)** All employees who are in division #300800 and employees who have chosen Option #3 for their individual HCSP participation agreements, shall have all the vacation, sick and personal time that they have specified in their *Benefit Time Pay-Off Election* form that they want to be paid for in cash (that is eligible for pay-off as defined in the Superior Charter Township Employee Manual), cashed out the day before termination of employment with Superior Charter Township. Upon the workday following termination of employment, any sick, vacation or personal time in employees' vacation, sick or personal day banks that is eligible for pay-off as defined in the Superior Charter Township Employee Manual shall be deposited in employees' Health Care Savings Plan Account.

**B.** All employee deductions are placed in the employee's MERS Health Care Savings Plan account. The employee contributions to HCSP accounts are pre-tax and are also not taxed when they are withdrawn. This account becomes accessible to the employee for IRS approved health care expenses for him/herself, spouse, and IRS dependents upon separation from service from Superior Charter Township. It is also available during a medical leave of absence but only for the employee (not family members). There is no age requirement to use this money.

**C.** There is also a monthly employer contribution to employees' Health Care Savings accounts. See the HR Administrator for the amount for the current fiscal year. The employee contributions to HCSP accounts are pre-tax and are also not taxed when they are withdrawn. This employer money is placed in employee's accounts on a monthly basis but is subject to a vesting schedule. The vesting schedule is as follows: 25% after six years of employment, 50% after nine years of employment, 75% after 12 years of employment, and 100% after fifteen years of employment. The employer's contribution can be reduced or increased by a decision of the Township Board of Trustees. It is reviewed annually and set at budgeting time for the upcoming fiscal year, by board resolution.

## **2.16 Benefit Time Payoffs**

**A.** An employee who resigns or retires with at least 14 calendar days' notice to the Township, who has at least six (6) years of full-time service will be paid:

Twenty-five percent (25%) of unused Personal Time.



- Twenty-five (25%) of unused Sick Time.
- Fifty percent (50%) of unused Sick Time for 9 years of full-time service.
- Seventy five percent (75%) of unused Sick Time for 12 years of full-time service.
- One Hundred percent (100%) of unused Sick Time for 15 years of full-time service.
- One Hundred percent (100%) of unused Compensatory or Management Time.
- One Hundred percent (100%) of unused Vacation Time.

Benefit time will be cashed out as designated in the employee’s *Benefit Time Pay-Off Election* form on the day before termination of employment. In the event an employee’s employment is terminated due to sudden death or mental/physical incapacitation, whatever amount is designated on his/ her *Benefit Time Pay-Off Election* form on record with the Human Resources Department shall be used to cash out unused benefit time before any benefit time is deposited in to the employee’s MERS Health Care Savings Plan account. Employees may amend their *Benefit Time Pay-Off Election* form, at any time up until 3:30 p.m. the day before termination of employment. Amended forms are to be turned in to the Personnel Manager, in his/her absence the Township Clerk, in his/her absence the Township Supervisor.

**2.17 Exceptions Regarding Benefit Day Payoffs**

The Township may pay benefit days for employees leaving employment with less than six years of service as part of a case-by-case severance package, at its discretion.

**2.18 Longevity Pay**

The Township gives full and part-time employees longevity pay on the anniversary hire date as follows:

Year 2-3	1 % of base pay
Year 4-5	2% of base pay
Year 6-7	3% of base pay
Year 8-9	4% of base pay
Year 10-19	5% of base pay
Over 20 years	6% of base pay

If the due date for an employee’s longevity pays falls during the time, he/she is on unpaid leave, the longevity pay shall be prorated based on actual time worked plus paid service hours? Service hours are defined as days for which the employee used paid benefit time.

**2.19 Cost of Living Increase.**

Annual Cost of Living Increases, if awarded, take effect the first pay period of the fiscal year which begins January 1<sup>st</sup>. The amount is decided by the Township Board.

**2.20 Education/Certification Incentives**

The Township will pay an annual education incentive for full-time employees with a bachelor’s degree from an accredited university. An official transcript must be provided to the Human Resources Administrator. The amount is 3% of base pay, paid on the anniversary date of hire. Various departments have separate pay incentives for certifications. If the due date for an employee’s longevity/education pay falls during the time he/she is on unpaid leave, the longevity /education pay shall be prorated based on actual time worked plus benefit time used.

## **2.21 Benefits for Regular Part-Time Employees**

**A.** Regular part-time employees receive prorated sick, vacation, and personal days based on their average workweek. They receive holiday pay if they are normally scheduled to work on the day the holiday falls. Part-time employees do not receive health or life insurance.

**B.** If an employee moves from part-time status to full-time status, his/her vacation, personal, and sick time accrual, if applicable, shall be figured at the part-time accrual rate for the months of part-time employment and full-time rate for the months of full-time employment.

## **SECTION 3.0 EMPLOYMENT**

### **3.1 Employment Status:**

**A. Regular Employees.** Regular status employees are hired to fill job positions that are classified in accordance with assigned job duties and authorized by the Township Board. Funds for regular positions are budgeted specifically to support the positions. Either full-time or part-time staff may be assigned such employee status. Full-time staff are regularly scheduled to work a thirty-seven and one-half (37-1/2) hour work week or more except full-time utility workers, whose normal work week shall consist of forty (40) hours. Regular part-time staff are scheduled to work an average (20) hours/week but less than thirty-seven and one-half (37-1/2) hours per work week (40 hours/week Utility Department).

**B. Temporary Employees.** The Supervisor, Clerk or Treasurer are authorized to hire temporary employees within the Board-approved budget. Temporary employees may be full-time or part-time and are employed in a position not to exceed twelve (12) months. These employees are hired for the purpose of assisting regular staff members as a result of absences due to illness, vacation, or other leave of absence, or for augmenting the regular staff to meet requirements that may be occasioned by periodic workloads. Temporary employees will generally be paid at an hourly rate based on the starting salary for the position they hold; and any exceptions must be authorized in advance in writing by the Township Board. Temporary employees shall not receive any fringe benefits, such as, but not limited to, health insurance, vacation, sick leave, pension, and holiday pay.

### **3.2 Hire Dates**

**A.** The date on which an individual begins employment with Superior Charter Township shall serve as his/her "initial hire date". Subsequent initial hire dates shall be assigned if an employee changes status from part-time to full-time or from temporary to regular. If an employee changes status and is assigned a new hire date, the new date shall be used for calculating benefits such as vacation and sick time, education incentives and longevity pay, and for determining vesting schedule for retirement health care benefits and determining years of service for pension benefits.

**B.** Hire dates and benefit day accruals for all employees who convert from part-time to full-time shall be treated as follows: When an employee converts from permanent part-time status to permanent full-time status, all sick and vacation benefits he/she has accrued to the day of conversion shall be prorated and added to his/her benefit bank. He/she shall then be given a new full-time hire date which shall be used to calculate all future benefits. Employees who converted from part-time to full-time or temporary to permanent status before 4/1/05 shall continue to use their initial hire date for accruing all benefits except MERS Pension and MERS Health Care Savings Plan which shall use the employee's full-time hire date.

### **3.3 Conversion from Permanent Part-Time to Permanent Full-Time Status**

- A.** As described in the paragraph above, an employee who converts from part-time to full-time status after 4/1/05 shall be given a new full-time hire date. All part-time benefits shall be prorated and deposited in the employee's benefit bank, and all future benefits shall accrue based on the new full-time hire date.
- B.** The employee's John Hancock pension account (if applicable) shall be changed to inactive status after the last contribution is made to John Hancock. Both the employee and employer portion of the employee's account shall remain in John Hancock. Upon termination of employment from the Township, or upon reaching the age of 55, the employee shall become eligible to withdraw his/her money from his/her John Hancock Pension account. At that time, John Hancock shall make a determination as to whether or not the employee is vested. If the employee was enrolled in a pension plan for at least twenty (20) months (adding together his/her time in John Hancock and MERS), he/she shall be classified as vested, and the employee shall take ownership of the employer's portion of his/her account. If the employee has less than twenty (20) months participation under the Township's two plans, he/she shall be classified as unvested, and the employer portion of his/her account shall be withdrawn and returned to the Township. The employee shall retain the right to change his/her investments in compliance with John Hancock guidelines, while on inactive status.
- C.** The employee shall be enrolled in the MERS pension plan effective his/her first day of work as a full-time employee. This date shall be the employee's full-time hire date for MERS. The time worked as a part-time employee shall not be counted towards years of service with MERS.

### **3.4 Conversion from Temporary to Permanent Status**

- A.** A part-time or full-time temporary employee may be moved from temporary status to permanent status by approval of the Board of Trustees for positions of twenty hours/week or more.
- B.** Part-time employees shall be awarded (2) personal days (based on average workday) on the day he/she converts to permanent part-time status. Previous months of service shall be counted towards meeting the first year of employment requirement necessary to accrue vacation on a monthly basis, and for accruing a full sick day/month (based on average workday) rather than a half day as new hires do. However, he/she shall not receive benefit days retroactively. He/she shall become eligible to participate in the John Hancock Plan the 1<sup>st</sup> day he/she works after converting to permanent status.
- C. Permanent part-time employees shall be given a new hire date; the date he/she converts to permanent status.**

**{The foregoing title relates only to "permanent part-time employees" and thus does not relate to employees covered by the following 3 paragraphs.}**

Full-time employees shall be awarded (2) personal days on the day he/she converts to permanent status. Previous months of service shall be counted towards meeting the first year of employment requirement necessary to accrue vacation on a monthly basis, and for accruing a full sick day/month rather than a half day as new hires do. However, he/she shall not receive benefit days retroactively. An employee's health and life insurance benefits shall commence the 1<sup>st</sup> day of the month following the month of conversion to permanent part-time status.

1. The employee shall be given a new hire date; the date he/she converts to permanent status.
2. The employee shall enroll in the MERS pension plan effective the date he/she converts to permanent status.

### **3.5 Employment of Relatives**

The hiring of regular full or part-time employees who are immediate family members of existing employees or Township Board members is discouraged. Immediate family members are defined as mother, father, sister, brother, wife, husband, children, stepchildren, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Hiring of qualified temporary employees who are immediate family members of existing employees or Township Board members may be allowed. Employees who marry while employed will not be permitted to work in the same department. The above policy shall not pertain to part-time on-call firefighters, except that no spouse or immediate family member, part-time or full-time, shall be in a supervisory position over his or her spouse or immediate family member.

### **3.6 Outside Employment**

While outside or supplemental employment is discouraged, employees of Superior Charter Township may engage in outside or supplemental employment as long as the outside or supplemental employment does not conflict with or impair an employee's responsibilities to the Township. Any employee desiring to participate in outside or supplemental employment must obtain permission of his/her Department Head in writing prior to engaging in outside or supplemental employment. In the case of outside or supplemental employment by a Department Head, the Department Head must receive written permission to engage in outside or supplemental employment in advance from the Township Supervisor. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment. Employees engaged in outside or supplemental employment shall:

- 1) Not use Township facilities as a source of referral of private customers or clients.
- 2) Not engage in outside activities during the employee's regularly scheduled working hours.
- 3) Not use the name of the Township or any Township agency as a reference or credential in advertising or soliciting customers or clients.
- 4) Not use Township supplies, facilities, staff, or equipment in conjunction with any outside or supplemental employment.
- 5) Maintain a clear separation of outside or supplemental employment from activities performed for the Township.
- 6) Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.
- 7) The Township shall not be liable, either directly or indirectly, for any activities performed by an employee during outside or supplemental employment.

### **3.7 Work Performance Evaluations**

**A.** New Employees shall be given a written 45 Day Evaluation. However, the Township shall have the right to require an evaluation prior to 45 days if deemed necessary by the employee's immediate supervisor or the Township Supervisor. Since Superior Charter Township is an "at will" employer (with the exception of employee's covered by union contracts), the Township may, at its discretion, terminate an employee at any time, with or without cause and without notice.

**B.** Subsequently, employees shall be given a written yearly evaluation. On an annual basis in September, employees shall be evaluated on and given raises based on punctuality, attendance, attitude, work pace, and various performance factors such as workplace conduct, task prioritizing, initiative, problem solving, meeting deadlines, overall quality of work, etc. The evaluations are performed by the employee's direct supervisor who has hereby been given authority to authorize up to a 5% increase by the Township Board. Performance increases will not be given across the board. Certain positions may also require the passing of certification tests to receive a satisfactory evaluation. Performance goals shall be given to the employee for the forthcoming year based on the evaluation.

### **3.8 Dealing with Work Performance Problems Between Annual Evaluations**

**A.** Superior Charter Township may, at its discretion, terminate an employee at any time, for any or no reason, with or without notice.

**B.** However, the Township may elect to provide verbal or written warnings to employees who exhibit unsatisfactory work performance. For recurring or serious work performance problems, the Township may elect to give the employee a Notice of Work Performance Problems. The specific problem behaviors shall be clearly stated in the notice. A timeline may be set forth in the notice to determine whether the problem behaviors have been corrected to the satisfaction of the immediate supervisor and/or the Township Supervisor. The notice shall be signed by the immediate supervisor, the employee, and the Township Supervisor. Problems that are not corrected to the satisfaction of the immediate supervisor and the Township Supervisor within the timeline specified, constitute grounds for immediate dismissal. Nothing in this section is intended to alter or modify in any way the employee's at-will employment status. Deputies are provided the above by their supervisors only.

### **3.9 Personal Leaves**

**A.** A regular full-time employee after completing six (6) months of service may request an unpaid personal leave of absence for a period not to exceed sixty (60) calendar days within a period of twelve months. An employee requesting leave shall fill out a Personal Leave Request Form which requires the employee to state the reason for the leave and the expected duration of the leave. If the leave is approved by the employee's Department Head, it shall be submitted to the Township Administrative Staff for approval. The Department Head shall submit an explanation of how the employee's work will be covered in his/her absence and attach a copy of the explanation to the employee's Leave Request Form.

**B.** If the leave is denied by the Administrative Staff, the employee shall have the right to appeal the denial to the Township Board of Trustees. The employee may request an executive session for the appeal if he/she so chooses.

C. If leave is requested and approved for less than the maximum allowable (60 days) and the employee later desires to extend the leave up to any point not to exceed the maximum of 60 days; approval for the extension shall not be automatic, but rather subject to approval by the Department Head and Township Supervisor. A letter from the employee (or his/her representative) requesting an extension of the leave shall be sent to the Department Head at least (1) week in advance, circumstances permitting. The Department Head or Township Supervisor shall respond to the written request for extension in writing stating approval or denial. All personal leaves of absence shall be without pay and fringe benefits, including insurances, except as otherwise mandated by law. Employees may, however, continue insurance coverage at their own expense during a personal leave of absence, by paying the premiums if permitted by the insurance carrier. An employee shall not accumulate sick leave or vacation time, nor be paid for holidays which fall during the leave period.

### **3.10 Leaves Equivalent to FMLA Leaves of Absence.**

A. Superior Charter Township currently does not have enough full-time employees (not including elected officials or appointees) for Family and Medical Leave Act employee coverage. However, employees may submit a request for a leave, assuming the reasons for the leave comply with FMLA guidelines and offer the same protections as a FMLA leave, such as restoration upon return from leave of the employee's original job or an equivalent job with equivalent pay, benefits, and certain other terms and conditions of employment, and continuation during the leave of all group health benefits. Such leave will be defined as FMLA Equivalent Leave. The Superior Charter Township Board of Trustees has discretion to approve or deny employee requests for an Equivalent Leave on a case-by-case basis. If an employee's request is denied he/she may apply for personal leave as explained in Section 3.9 above. All employees who violate this policy will be subjected to disciplinary action up to and including discharge.

B. A request for a FMLA Equivalent Leave will only be considered for approval if it meets the following guidelines:

1. The requesting person must be a regular, full-time employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months. If granted the leave will be unpaid for a period not to exceed twelve (12) weeks in any one calendar year for any of the other reasons outlined below.

2. A personal leave of absence may be granted in the following cases:

a. A serious health condition that makes the employee unable to perform the functions of his/her position.

b. In order to care for the employee's spouse, child, or parent if the person being cared for has a serious health condition.

c. Resulting from the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter.

d. Resulting from the birth of a son or daughter of the employee and in order care for such son or daughter.

C. An employee requesting a leave pursuant to paragraphs a or b above shall fill out and submit to his/her Department Head a Family/Medical Leave Equivalent Form which requires the employee to state

the reason for the leave and the expected duration of the leave.

**D.** If the leave is approved by the employee's Department Head, the Department Head shall submit and attach to the request form an explanation of how the employee's work responsibilities will be covered in his/her absence, The employee must then submit the Leave Request to the Township Administrative Staff for approval.

**E.** If the leave is denied by the Administrative Staff, the employee shall have the right to appeal the denial to the Township Board of Trustees. The employee may request that the appeal be considered in an executive session.

**F.** If the leave is requested and approved for less than the maximum allowable (twelve weeks) and the employee later wishes to extend the leave up, but not to exceed the maximum of twelve weeks, approval for the extension shall not be automatic, but rather subject to approval by the Department Head and Township Supervisor. A letter from the employee (or his/her representative) requesting an extension of the leave shall be sent to the Department Head at least (1) week in advance, circumstances permitting. The Department Head or Township Supervisor shall respond to the written request for extension in writing stating approval or denial.

**G.** An employee must exhaust all accrued sick leave prior to starting an unpaid leave of absence.

**H. Certification for Medical Leaves**

1. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by a health care provider of the eligible employee or of the child, spouse, or parent of the employee, as appropriate. This certification shall be sufficient if it states:

- a. The date on which the serious health condition commenced,
- b. The probable duration of the condition,
- c. The appropriate medical facts within the knowledge of the health care provider regarding the condition,
- d. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care,
- e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee's job.

2, In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment.

3. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave

or leave on a reduced schedule and the expected duration and schedule of the intermittent leave.

4. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

5. Prior Notice

a. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days' notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

b. When the employee's leave is due to care of a spouse, child, or parent, or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

- i. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and
- ii. Shall provide the Employer with not less than thirty (30) days' notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

c. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

d. When a husband and wife employed by the employer are both entitled to a leave of absence due to the birth or placement of a child or to care for a sick parent the aggregate number of work weeks of leave to which both may be entitled will be limited to twelve (12) work weeks during any twelve (12) month period.

6. Employees must exhaust all accrued paid leave prior to an unpaid leave of absence.

7. Subject to notification and certification requirements described herein leave to care for a spouse, child, or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.



## I. Continuation of Benefits

The Employer will continue to pay health, dental, vision, and life insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (twelve [12] months), for up to twelve (12) weeks while the employee is on approved leave of absence for reasons hereinbefore stated. If the employee opts out of health insurance at the time of the leave of absence, he/she shall not receive the opt-out payment during the leave. The twelve (12) week period shall include any time during which the employee was absent from work on a paid leave of absence, sick time, vacation time, or approved personal leaves of absence under this Section. The Employer shall have no obligation to pay health insurance premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverage at their own expense during an unpaid personal leave of absence after the Employer's obligation expires. An employee will not accumulate sick leave or vacation time, nor receive pay for holidays which fall during a leave period. If the due date for an employee's longevity/education pay falls during the time he/she is on unpaid leave, the longevity /education pay shall be prorated based on actual time worked plus benefit time used.

### 3.11 Medical Leaves Beyond 12 Weeks

If the Employer grants a request for a leave of absence for reasons specified in Section 3.10, page 22, for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated to his/her former position or to the same grade and step level at the time the employee is ready to return to work. The decision to grant such a leave will be at the discretion of the Employer.

## Section 4.0 Work Rules

All Township employees are expected to adhere to the following rules of conduct. The list of rules is not intended to be an all-inclusive list of rules of conduct. The Employer has the discretion to add to, modify or delete from the list.

**4.1** The following are some of the Employer's rules of workplace conduct, violation of **which will result in disciplinary action, up to and including possible discharge.** Notwithstanding the Employer's rules of conduct all employees are at-will and serve at the discretion of the Employer, meaning they may be terminated at any time with or without cause and with or without prior notice.

1. Excessive tardiness.
2. Excessive or **unauthorized** absence.
2. **Dress and Grooming and Personal Hygiene.** Township employees are expected to maintain good personal hygiene habits that include a neat, well groomed, and professional appearance in accordance with their position and working conditions.
3. **Public Decorum.** All Township employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.
4. **Acceptance of Gifts.** Employees shall not accept any gifts or gratuity from any individual or agency that may or may influence or have the appearance of influencing a decision of the

**Employer or a Township employee.**

5. **Personal Mail.** Personal mail should not be addressed to the Township address.
6. **Employees shall not use Township postage or other property for personal business.**
7. **Visitors.** Friends, relatives, and children of employees are not allowed in the working areas without the approval of the employee's Department Head.
8. **Theft.** Theft, attempted theft, misuse, or neglect of Township property is prohibited.
9. **Neglect.** The neglect of Township visitors is prohibited.
10. **Unauthorized Use.** Unauthorized use of Township property, equipment or facilities including telephones, duplicating equipment, Internet, computers and computer network, charge accounts, etc. is prohibited.
11. **Falsification.** Falsification or unauthorized altering of employment applications, information records (including payroll or program records), or other Township records is prohibited and may be grounds for immediate dismissal.
12. **Insubordination.** Refusal to obey or willful failure to carry out the orders or instructions of a Department Head, including failure to perform the assigned duties of the job, is prohibited and may be grounds for dismissal. Willful disrespect of a supervisor in the workplace constitutes the offense of insubordination which may also be grounds for dismissal.
13. **Violation of departmental rules on confidentiality is prohibited.**
14. Inefficiency, incompetence, neglect of duty, carelessness, or negligence in performing job duties are grounds for disciplinary action up to and including dismissal.
15. Carelessness, neglect of duty or negligence that results in an injury to another employee, client, or visitor, is considered a serious offence and may be grounds for discipline, including immediate dismissal.
16. Reporting to work or working in an intoxicated condition; consumption or possession of alcohol or illegal drugs or substances (such as marijuana) on Township premises or property while on or off duty is grounds for dismissal.
17. Unauthorized possession of firearms, dangerous weapons or personal protection devices is grounds for immediate dismissal and will be reported to the police.
18. Verbally abusing or physically attacking customers, clients, visitors, or Township personnel, conduct disruptive to the work of other employees, or use of obscene language in public office areas is grounds for immediate dismissal.
19. Illegal activity on Township premises (misdemeanor or felony) during work or non-work hours will be grounds for immediate dismissal and reported to the police.

20. Instigating, aiding, or participating in any illegal strike or work stoppage is prohibited and will be grounds for dismissal.
21. Texting and cell phone use should only be conducted during scheduled breaks unless there is an emergency.
22. Text messaging and cell phone use shall be prohibited during operation of vehicles while performing Township duties. Vehicles must be stopped in a safe location before such use is authorized.

## **Section 5.0 EMPLOYEE GRIEVANCE PROCEDURE**

### **5.1 Grievance Procedure**

An active employee having a complaint regarding the content or administering of the policies set forth in this personnel manual, or other job-related concerns, shall present his/her complaint according to the following grievance procedure:

**Step 1.** The complaint shall be set forth in writing and signed by the employee and presented to his/her Department Head within five (5) working days of the alleged incident.

The Department Head will meet with the employee to discuss the complaint within five (5) working days of receipt of the complaint and shall respond to it within five (5) working days after the meeting. The employee shall suffer no loss of pay for the time spent with the Department Head to discuss the complaint.

**Step 2.** If the response provided by the Department Head received in Step 1 is not satisfactory to the employee, the employee shall, within five (5) working days of receiving the response, submit the complaint in writing to the Township Supervisor or proceed to Step 3 if the response was from the Supervisor. The Supervisor may arrange for a meeting with the affected employee, Department Head, and other necessary parties to discuss the complaint. The Supervisor shall submit a response in writing within ten (10) working days after receipt of the complaint or of the meeting, whichever is appropriate.

**Step 3.** If the response of the Supervisor is not satisfactory to the employee, the employee may submit to the Township Board a notice of appeal of the response within five (5) working days after receipt of the Supervisor's response. The notice of appeal must be filed with the Township Clerk.

**Step 4.** The Township Board shall hear the complaint at one of its regularly scheduled meetings as determined by the Township Supervisor. The employee may elect to have a closed session to discuss his/her complaint with the Board. The Township Supervisor may, at his/her discretion, set up a special meeting of the Board to hear the controversy. In addition, the Supervisor may require transcripts of the hearing be prepared by a certified court stenographer and placed on file. The employee may appear before the Board to present his/her complaint. The employee may present witnesses and evidence and be represented by an attorney or other person of his/her choosing. A majority vote of the members serving on the Township Board is required to render a decision. The decision of the Board shall be final and binding on all parties excepting, however, the Township Board has no authority to reverse a decision of the Treasurer or Clerk in disciplinary matters involving those elected

officials' deputies.

**5.2** The time limits stated in this Grievance Procedure may be extended by the written and signed mutual agreement of the parties.

**5.3** The failure of a Department Head or Supervisor to communicate his/her decision to the employee within the specified time limits shall be considered a denial of the complaint and permit the employee to proceed to the next step of the Grievance Procedure. Any decision in one of the steps of the Grievance Procedure which is not appealed by the Grievant within the prescribed time limit shall be considered final and not subject to further appeal unless the appeal time limit is extended by mutual written agreement.

**5.4** All dispositions of written complaints shall be made in writing and one copy filed with the Township Clerk.

**5.5** A "day" as used in this Grievance Procedure, shall mean a working day ending at 4:30 p.m. and shall not include Saturdays, Sundays, or holidays nor the day on which the grievance is presented or appealed by the employee, or is denied by the Township.

**5.6 False Complaints.** Any employee who files a complaint which is knowingly false when made will be subject to immediate discipline up to and including dismissal.

**WARNING:** Harassment, including sexual harassment or other forms of prohibited conduct, may lead to personal liability. Any person engaged in such conduct may be compelled by a court to pay money damages to victims of harassment.

## **SECTION 6.0 SEXUAL HARASSMENT POLICY**

**6.1** It is the policy of the Employer that employees have the right to expect a working environment free of unwelcome sexual advances, requests for sexual favors, communication of a sexual nature, and other unwanted verbal or physical conduct of a sexual nature.

This policy shall be followed at all times including, but not limited to situations where:

- 1) Submission to such conduct or such communication is made an expressed or implied condition of obtaining employment.
- 2) Submission to, or rejection of, such conduct is used as a basis of or factor in decisions affecting the employment of any personnel.
- 3) Such conduct or communication has the purpose or effect of interfering with an employee's duty, assignment, or work performance, or creating an intimidating, hostile or offensive environment.

**6.2** This Policy is for internal use only and is not intended to enlarge the Employer's liability in any way. Noncompliance with this policy constitutes a violation of employment duty only, except cases in which noncompliance is also a violation of laws of the state of Michigan and/or Federal laws. Violation of this Policy shall be a basis for disciplinary action.

**6.3** All employees must conduct themselves in a manner conducive to a work environment free of coercion, intimidation, harassment, retaliation, or discrimination and in compliance with the State and Federal laws to promote a work environment of respect for others.

**6.4** All supervisory personnel shall be responsible for immediately reporting to higher management any violations of the foregoing policies which they witness or of which they become aware. The Employer is committed to take appropriate action to prevent such unwanted conduct from occurring and to deal with such conduct in a fair, impartial, and speedy manner.

**6.5** Complaints of sexual harassment shall be investigated in the following manner:

a. An employee who believes he/she has been subjected to sexual harassment or unwanted conduct shall report the incident within ten (10) days after the alleged occurrence, to either his/her immediate supervisor, or to the Township Supervisor or his/her designee. If the complaint is against the Township Supervisor, the complaint should be taken to the Board, a trusted Member of the Board, and/or the Personnel Manager.

b. A meeting shall be held between the person making the complaint and the Township Supervisor or his/her designee, as soon as possible, but no later than ten (10) days following the report of the alleged occurrence(s). Following this meeting, the employee(s) against whom the complaint has been made shall be given a full opportunity to respond to the allegations. The investigation by the Township Supervisor/designee shall also include interviews, where appropriate, with witnesses to the alleged occurrence(s) of sexual harassment or unwanted conduct.

c. Following completion of the investigation, if it is determined by the Township Supervisor/designee that sexual harassment or unwanted conduct did in fact take place, immediate action, including discipline, if deemed warranted, will be taken to remedy the situation and prevent its reoccurrence. All employees who violate this policy will be subjected to disciplinary action up to and including dismissal. Retaliatory action of any kind taken by any employee against an employee who has sought redress under this policy is strictly prohibited and shall be regarded as a separate and distinct violation of the Employer's Policies and Procedures. An employee who takes retaliatory action against another employee or a supervisor is subject to discharge.

## **Section 7.0 DRUG-FREE WORKPLACE POLICY**

**7.1** Illegal drugs in the workplace impair safety and health, promote crime, lower productivity, and work quality, and undermine public confidence. Superior Charter Township does not tolerate the illegal use of drugs. Township employees are required to abide by the following policies and guidelines regarding use of illegal drugs in the workplace. These policies are consistent with the Federal Drug-Free Workplace Act of 1988.

**7.2** Superior Charter Township premises, including work sites and Township vehicles are declared to be drug-free workplaces.

**7.3** Employees are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, using, or being under the influence of illegal drugs or controlled substances in the workplace.

**7.4** Employees found to be in violation of this policy will be subject to appropriate

personnel/disciplinary action, up to and including dismissal for the first offense, and/or to other remedial measures as the individual circumstances warrant as indicated in work rules 4.1.

**7.5** Employees have the right to know the dangers of drug abuse in the workplace, the Township’s policies regarding use of illegal drugs and what help is available to them to combat drug problems. The Township will offer an awareness program for all employees on the dangers of drug use and abuse in the workplace. To assist employees in overcoming drug abuse problems, the Township may offer an Employee Assistance Program. The Human Resources Administrator should be contacted for information regarding the program.

**7.6** Any employee charged with violating a criminal drug statute must promptly inform the Township of the charge and must keep it updated on the resulting proceedings, including arraignment and outcome of the charges, convictions, or pleas of guilty and nolo contendere within five days of any such occurrence. Failure to so inform the Township will subject the employee to disciplinary action, up to and including dismissal for a first offense.

**7.7** The Township reserves the right to offer employees convicted of violating a criminal drug statute in the workplace an opportunity to participate in an authorized rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the employee, the employee must satisfactorily participate in and complete the program as a condition of continued employment.

**7.8** Because the Township supports the purpose and goals of the Drug-Free Workplace Act it will comply with the Act and make continuing “good faith” efforts to provide a drug-free workplace. Employees are expected to cooperate with the Township in this endeavor and give full support to this policy.

**EMPLOYEE ACKNOWLEDGMENT**

I, \_\_\_\_\_, have received a copy of the Charter Township of Superior Employee Personnel Manual. I have read the manual, understand its contents, and agree to keep my manual for future reference.

X \_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Printed Name

X \_\_\_\_\_  
Signature of Witness