

**OSHTEMO CHARTER TOWNSHIP BOARD
7275 West Main Street
Kalamazoo, MI 49009**

September 13th, 2022

Refer to www.oshtemo.org home page for Virtual Meeting Information

**REGULAR MEETING
6:00 P.M.
AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Public Comment on Non-Regular Session Items

WORK SESSION ITEMS

4. Discussion with Sheriff Fuller
5. Discussion on Payroll Board Level Manager
6. Other Updates & Business

BREAK (Time Permitting) – 7:05 P.M.

REGULAR SESSION ITEMS – 7:15 P.M.

7. Consent Agenda
 - a. Approve Minutes – August 23rd, 2022
 - b. MERS, 401(a)/457(b), PTO Accrual Based Benefits Change
 - c. Budget Amendments
 - d. Committee Appointments
8. Consideration of Maintenance Director Department Head Appointment
9. Consideration of Fire Chief Department Head Appointment
10. Update on Upcoming Big Rock Dr Water Extension Project
11. Consideration of MSP Charitable Gaming Request
12. Discussion on Employee Handbook Reorganization
13. Public Comment
14. Board Member Comments
15. Discussion on 2023 Annual Budget (Ongoing)
16. Adjournment

**Policy for Public Comment
Township Board Regular Meetings, Planning Commission & ZBA Meetings**

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

- a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name, but it is not required.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which does not follow these guidelines.

(adopted 5/9/2000)
(revised 5/14/2013)
(revised 1/8/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday, 8:00 a.m. – 5:00 p.m., and on Friday, 8:00 a.m. – 1:00 p.m. Additionally, questions and concerns are accepted at all hours through the website contact form found at www.oshtemo.org, email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

Oshtemo Township Board of Trustees		
<u>Supervisor</u>		
Libby Heiny-Cogswell	216-5220	libbyhc@oshtemo.org
<u>Clerk</u>		
Dusty Farmer	216-5224	dfarmer@oshtemo.org
<u>Treasurer</u>		
Clare Buszka	216-5260	cbuszka@oshtemo.org
<u>Trustees</u>		
Cheri Bell	372-2275	cbell@oshtemo.org
Kristin Cole	375-4260	kcole@oshtemo.org
Zak Ford	271-5513	zford@oshtemo.org
Kizzy Bradford	375-4260	kbradford@oshtemo.org

Township Department Information			
<u>Assessor:</u>			
Kristine Biddle	216-5225		assessor@oshtemo.org
<u>Fire Chief:</u>			
Ron Farr (Interim)	375-0487		rfarr@oshtemo.org
<u>Ordinance Enforcement:</u>			
Rick Suwarsky	216-5227		rsuwarsky@oshtemo.org
<u>Parks Director:</u>			
Karen High	216-5233		khigh@oshtemo.org
Rental Info	216-5224		oshtemo@oshtemo.org
<u>Planning Director:</u>			
Iris Lubbert	216-5223		ilubbert@oshtemo.org
<u>Public Works Director:</u>			
Anna Horner	216-5228		ahorner@oshtemo.org

Zoom Instructions for Participants

Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 11-digit Meeting ID.

To join the videoconference:

1. At the start time of the meeting, click on this link to [join via computer](#). You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](#) on any browser and entering this **Meeting ID: 893 5418 0242**

If you are having trouble hearing the meeting or do not have the ability to join using a computer, tablet, or smartphone then you can join via conference call by following instructions below.

To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **893 5418 0242#**

Participant controls in the lower-left corner of the Zoom screen:



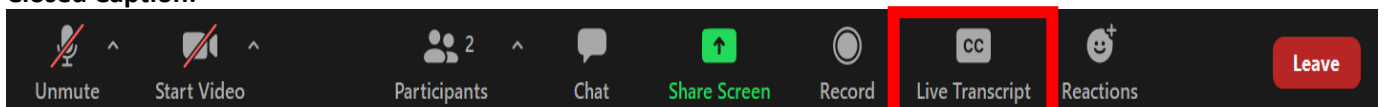
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- Participants – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand. **This will be used to indicate that you want to make a public comment.**
- Chat – opens pop-up screen that allows participants to post comments during the meeting.

If you are attending the meeting by phone, to use the “Raise Hand” feature **press *9 on your touchtone keypad.**

Public comments will be handled by the “Raise Hand” method as instructed above within Participant Controls.

Closed Caption:



Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

1. Click on the “Live Transcription” button.
2. Then select “Show Subtitle”.

Memorandum



Date: 09/13/22
To: Oshtemo Charter Township Board
From: Sara Feister, HR/Benefit Coordinator
Subject: Consideration of Accrual Based PTO, MERS, & Greenleaf Trust Programs

INTRODUCTION:

Requesting consideration to move MERS, Greenleaf Trust, & PTO programs to accrual based rather than lump sum based for non-CBA employees and Full Time Elected Officials. (2023 CBA under negotiation Fall 2022). Shifting to accrual basis for these three benefits provides more timely payments to employees and removes some systems in place when there was not sufficient staffing to manage an accrual based, more equitable system. It removes these factors from employee decisions on their end work date, when they would receive these individual benefits, which in practice feels like 'winners and losers' to employees. The accrual changes the benefits to a system where the three benefits are earned and belong to the employee. This change to an accrual-based system has been thoroughly discussed between HR, Legal, & 3 Full Time Elected Officials, and all are in support of this change. Secondly, requesting Board authorization of MERS amended agreement. Third, Township Board concurrence on amendments to the 401(a)/457(b) plan amendments. Lastly, the Township Board if it approves the first three items this evening, will consider for adoption on Sept 27th the Employee Handbook amendments that relate to this change of accruing benefits.

PROPOSED CHANGES AS RECOMMENDED BY HR & FULL TIME ELECTED OFFICIALS (with reference to current process):

1. MERS (Retiree Health Savings Account)
 - a. CURRENT SYSTEM: Lump sum payment of \$3,600 to eligible employees, paid annually on 12/31. (If someone leaves employment before 12/31 in the current system, they do not receive MERS for that year. The current system is 'back loaded').
 - b. NEW SYSTEM: Per pay period contribution of \$138.47 (\$3,600.22 per year). Employees receive MERS throughout their employment tenure in every paycheck.
2. Greenleaf Trust (401a/457b Retirement Plans – Employee Match Portion)
 - a. CURRENT SYSTEM: Lump sum payment up to 4% of employee's voluntary yearly contribution, paid annually on 12/31 (If someone leaves employment before 12/31 (or 11/20 for elected officials) in the current system, they do not receive match for that year. The current system is 'back loaded').
 - b. NEW SYSTEM: Per pay period contribution up to 4% match in every paycheck. The new system will match the current system of paying the flat 4% every pay period that the employees receive regardless if they contribute and receive the match.
3. PTO (Paid Time Off)
 - a. CURRENT SYSTEM: Lump payment of PTO allocation on 01/01. (Employees receive annual PTO allotment 01/01 each year. The current system is 'front loaded').
 - b. NEW SYSTEM: Accrual based, per pay period PTO adjustments. PTO is earned throughout the year.
 - c. ROLLOUT INFORMATION: Employees will rollover a maximum of 50% of their annual allotment (current system) and are front loaded 50% of their annual accrual on 01/01/23. Begin accruing according to below schedule 07/01/23.

	<i>Amount Accrued Per Pay Period</i>
0 – 6 months	40
6 months – 1 year	72
1 year – 5 years	6.46
5 years – 15 years	8.31
15 years +	9.85

****still front loaded in first year**
****still front loaded in first year**

d. **ADDITIONAL INFORMATION:**

- i. Rollover no longer capped after 2023. You can rollover all hours you have banked from year to year if you are not at the bank cap. PTO bank is capped at 150% of annual allotment. Will not accrue additional PTO if bank cap is reached until some PTO is used.
- ii. Currently cash out remaining PTO upon separation of employment at 50%. New practice will cash out 100% of remaining PTO hours upon severance of employment.

ATTACHMENTS:

1. MERS HCSP Participation Agreement (needs signature) & MERS Contribution Addendum
2. Greenleaf Trust 401(a) Service Agreement, amended to allow move to “per-pay period” contributions/shift away from employment requirement on the last day of the plan year for allocation requirement for the match, minor technical changes, and required Federal ERISA program upgrades, 08/2022

MERS Health Care Savings Program Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

I. PARTICIPATING EMPLOYER

Employer Name: _____
(Name of municipality or court)

Municipality Number: _____ **Division Number:** _____

II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:

(Date)

2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective: _____

(Date)

Note: You only need to mark *changes* to your plan throughout the remainder of this Agreement.

III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units, or personnel/employee classifications ("Covered Group") in the same Health Care Savings Program plan.

Contributions shall be made on the same basis within each Covered Group according to the associated [HCSP Contribution Addendum](#), remitted as directed by the Program Administrator.

This agreement encompasses the following group(s):

(Name/s of HCSP covered group/s)

Note: To maintain the tax-favored status of the employer's Health Care Savings Program and to comply with federal law, the Employer may not provide coverage or benefit levels to highly-compensated employees that are not provided to non highly-compensated employees.

IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement.

V. EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the employer, to be credited to the individual accounts of Eligible Employees according to the associated [Contribution Addendum](#).

MERS Health Care Savings Program Participation Agreement

Vesting Cycle For Basic Employer Contributions Only. The employer contributions identified in this Participation Agreement are subject to the following vesting cycle (where vesting is different, separate participation agreement must be completed).

- Immediate Vesting upon Participation
- Cliff Vesting: The participant is 100% vested upon _____ year(s).
(Stated years)
- Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service:

Years of Service	Percent Vested
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	100%

FORFEITURE PROVISION. Upon separation from service with the Employer prior to meeting the required vesting schedule set out above or in the event a Participant dies without Dependent(s) and/or a named Beneficiary, a Participant’s account assets shall (where forfeiture is different, separate participation agreement must be completed):

Check only one:

- Remain in the HCSP sub-trust to be reallocated among all Plan participants equally
- Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- Be transferred to the Retiree Health Funding Vehicle (“RHFV”)

VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

VII. APPOINTING MERS AS THE PROGRAM ADMINISTRATOR

The Employer hereby agrees to the provisions of the MERS Health Care Savings Program Plan Document (“Plan Document”) and Trust Agreement and appoints MERS as the Program Administrator pursuant to the terms and conditions of the Plan Document and Trust Agreement. The Employer also agrees that in the event of any conflict between the Plan Document or the Trust Agreement and this Participation Agreement, the Plan Document and Trust Agreement control.

VIII. FEES AND EXPENSES

Employer acknowledges that investment selection and associated participant fees and operating expenses are established and charged by MERS as set forth in the Investment Fund and Fee Summary sheets available at www.mersofmich.com and may be amended by MERS.

MERS Health Care Savings Program Participation Agreement

IX. STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

X. TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

XI. EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on

the _____ day of _____, 20____ at the official meeting held

by _____.

(Name of approving employer)

Authorized Signature: _____

Name: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____

(Authorized MERS signatory)

Contribution Addendum for MERS Health Care Savings Program (HCSP)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Participation Agreement completed by _____
Name of Participating Employer
for _____ of _____
Covered Employee Group Division Code

The Addendum modifies the *MERS Health Care Savings Program Participation Agreement*. Please complete this addendum for each contribution structure associated with the covered employee group.

Check one or more (A or B, C and/or D):

A. Employer Contributions for Retirees / Former Employees. Employer contributions may be made according to any frequency. Identify below the contribution formula or amount that will apply to all in this covered group. *Note: If this contribution is selected, Sections B, C, and D do not apply.*

Contribution structure (specify \$ or %): _____

For active employees, please check one or more below (B, C, and/or D).

B. Basic Employer (Before-Tax) Contributions. Before-tax employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this addendum.

Contribution structure (specify \$ or % and, if a %, include the basis for that contribution. For example: Employer will contribute 3% of base wages):

C. Mandatory Salary Reduction (Before-Tax) Contributions. Before-tax Employer Contributions shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (specify \$ or % and, if a %, include the basis for that contribution. For example: Employees will contribute 3% of base wages):

Contribution Addendum for MERS Health Care Savings Program (HCSP)

D. Mandatory Leave Conversion (Before-Tax) Contributions. Before-tax Employer Contributions shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

Check here if the covered employee group has the option to direct any/all of the leave conversion lump sum to an existing 457 program.

Check one or more:

- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

Post-Tax Employee Contributions. Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

**CHARTER TOWNSHIP OF OSHTEMO GOVERNMENTAL NON-ERISA
RETIREMENT PLAN**

**ADOPTED USING ADOPTION AGREEMENT NO. 001
WITH THE PRE-APPROVED DEFINED CONTRIBUTION GOVERNMENTAL 401(A) PLAN
BASIC PLAN DOCUMENT NO. 17**

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CHARTER TOWNSHIP OF OSHTEMO GOVERNMENTAL NON-ERISA RETIREMENT PLAN
ADOPTED USING ADOPTION AGREEMENT NO. 001
WITH THE PRE-APPROVED DEFINED CONTRIBUTION GOVERNMENTAL 401(A) PLAN
BASIC PLAN DOCUMENT NO. 17

SECTION 1. SERVICE PROVIDER INFORMATION

1.1 SERVICE PROVIDER'S NAME AND ADDRESS

Name: Miller, Canfield, Paddock, & Stone P.L.C.
Address: 277 South Rose Street, Suite 5000
Kalamazoo, MI 49007

SECTION 2. EMPLOYER INFORMATION

2.1 EMPLOYER NAME, ADDRESS, PHONE NUMBER, AND EMPLOYER IDENTIFICATION NUMBER (EIN)

Name: Charter Township of Oshtemo
Address: 7275 West Main Street
Kalamazoo, MI 49009-9334
Phone: (269) 375-4260
EIN: 38-1796500

2.2 EMPLOYER'S FISCAL YEAR means the 12-consecutive month period:

- a. Beginning on January 1st (*month day, e.g., January 1st*).
b. Other: _____ (*must be the period used for IRS reporting purposes*)

2.3 TYPE OF ENTITY

- a. Rural cooperative
b. Indian tribal government, subdivision of an Indian tribal government, agency or instrumentality of an Indian tribal government, or subdivision of an agency or instrumentality of an Indian tribal government
c. Other governmental entity (*state, political subdivision of state, or an agency or instrumentality of a state or political subdivision of a state*)

SECTION 3. GENERAL PLAN INFORMATION

3.1 PLAN TYPE (*Select only one*)

- a. Profit-sharing plan
b. Money purchase pension plan
c. 401(k) plan

(Note: A governmental plan other than a rural cooperative plan or a plan maintained by a qualifying Indian tribal employer described in 2.3b above may only provide for 401(k) Contributions if it is a grandfathered 401(k) plan. For a further description, see the Note following 7.1b below.)

3.2 PLAN NAME: Charter Township of Oshtemo Governmental Non-ERISA Retirement Plan

3.3 PLAN NUMBER: 001

3.4 PLAN EFFECTIVE DATES

- a. This is a new Plan effective _____ (month/day/year)
(May not be earlier than the first day of the Plan Year in which the Plan is adopted)
- b. This is an amendment and restatement of a plan originally effective April 1, 1967 (month/day/year). The effective date of this amendment and restatement is January 1, 2022 (month/day/year). Except as otherwise specifically indicated in Section 3.5 or ADDENDUM A, the restated Plan applies only to Covered Employees who retire, die, or otherwise terminate their employment on or after the restatement effective date. (The restatement effective date shall be no earlier than the first day of the current Plan Year.)
 - i. The Plan name was changed upon restatement. Prior plan name: _____

3.5 VARYING EFFECTIVE DATES

- a. Special effective dates apply to Plan provisions that cannot be specified elsewhere in this Adoption Agreement (e.g., certain provisions are effective after the plan/restatement effective date). Other specified Plan provisions and their effective dates are:

3.6 FROZEN PLAN

- a. The Plan is frozen effective: _____ (month/day/year)
(Regardless of any other Plan provisions, no further contributions shall be made by or on behalf of a Participant after the freeze effective date. If the Plan is freezing part way through a Plan Year, the Adoption Agreement will reflect the contribution provisions that were in effect prior to the freeze date.)

3.7 PLAN YEAR means:

- a. The 12-consecutive-month period beginning each January 1st (month day, e.g., January 1st).
 - i. There is a short initial Plan Year beginning on _____ (Plan's original effective date: month/day/year) and ending on _____ (month/day/year)
- b. Other period due to change in Plan Year
 - i. Original Plan Year is the 12-consecutive-month period beginning each _____ (month day, e.g., January 1st).
 - A. There is a short initial Plan Year beginning on _____ (Plan's original effective date: month/day/year) and ending on _____ (month/day/year)
 - ii. Short Plan Year due to change beginning on _____ (month/day/year) and ending on _____ (month/day/year)
 - iii. After the change, the Plan Year is the 12-consecutive-month period beginning each _____ (month day, e.g., January 1st).

3.8 LIMITATION YEAR means:

- a. Plan Year
- b. Employer's fiscal year
- c. Calendar year
- d. Other specified 12-consecutive month period: _____

SECTION 4. PLAN ADMINISTRATOR AND INVESTMENT FIDUCIARY INFORMATION

4.1 PLAN ADMINISTRATOR NAME, ADDRESS, AND TELEPHONE NUMBER

- a. Employer (use Employer's address and telephone number)
- b. Use name, address and telephone number below:

Name: _____

Address: _____

Phone: _____

4.2 INVESTMENT FIDUCIARY NAME, ADDRESS, AND TELEPHONE NUMBER

- a. Employer (use Employer's address and telephone number)
- b. Plan Administrator (use Plan Administrator's address and telephone number)
- c. Use name, address and telephone number below:

Name: _____

Address: _____

Phone: _____

SECTION 5. MERGERS AND SPIN-OFFS

5.1 SPIN-OFF PLAN

- a. The Plan is a spin-off from: _____ (name of other plan)

5.2 MERGER DOCUMENTATION

- a. Other plan(s) merged into the existing Plan (provisions are found in ADDENDUM B).

SECTION 6. GRANDFATHERED PROVISIONS

(Government plans are not subject to the requirements of Code Section 411(d)(6), protecting accrued benefits, retirement subsidies, forms of payment, etc. However, many government employers elect to grandfather prior plan features in any event.)

- 6.1 GRANDFATHERED PROVISIONS (provisions are found in ADDENDUM A).

SECTION 7. PERMITTED CONTRIBUTIONS

7.1 EMPLOYEE CONTRIBUTIONS. The Plan includes the following Employee Contributions: *(select all that apply)*

- a. Pick-Up Contributions
(Employee contributions that are "picked up" by the Employer pursuant to Code Section 414(h)(2))
 - i. Ongoing Pick-Up Contributions
 - ii. Frozen Pick-Up Contributions
- b. 401(k) Contributions

(Note: A governmental plan other than a rural cooperative plan or a plan maintained by a qualifying Indian tribal employer described in 2.3b above may only provide for 401(k) Contributions if it is a grandfathered 401(k) plan. A grandfathered 401(k) plan is a plan that provided for 401(k) Contributions before May 7, 1986, is maintained by an Employer that was contractually

bound before May 7, 1986 to provide for 401(k) Contributions in its plan, or is maintained by a governmental unit that also maintains or maintained another plan that provided for 401(k) Contributions before May 7, 1986.)

- i. Ongoing 401(k) Contributions
- ii. Frozen 401(k) Contributions
- iii. Pre-Tax 401(k) Contributions
- iv. Roth 401(k) Contributions
- c. After-Tax Contributions. *(select all that apply)*
 - i. Ongoing After-Tax Contributions
 - ii. Transferred After-Tax Contributions
 - iii. Frozen After-Tax Contributions
 - iv. After-Tax Contributions attributable to loan repayments made after default
- d. Rollover Contributions.

7.2 EMPLOYER CONTRIBUTIONS. The Plan includes the following Employer Contributions: *(select all that apply)*

- a. Current Nonelective Contributions
- b. Prior Nonelective Contributions
- c. Current Matching Contributions
- d. Prior Matching Contributions
- e. Prior Money Purchase Pension Plan Contributions

SECTION 8. COVERED EMPLOYEES

8.1 INCLUDED CLASS OF EMPLOYEES. Subject to any exclusions selected in 8.2 below, Covered Employees include the following:

(Note: If the Plan is maintained by an Indian tribal government, only Employees substantially all of whose services are in the performance of essential governmental functions and not in the performance of commercial activities may be included as Covered Employees. This Section should be completed in a manner that reflects this restriction.)

	All Contributions	Employee ¹	Matching	Nonelective
a. All Employees of adopting Employer	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Only hourly rate Employees	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. Only salaried Employees	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. Only collectively-bargained Employees <i>(less than 50% of which are officers or executives)</i> Name of the union(s): _____ _____	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
e. Only specified Employees Covered Employees ² : <u>Paid On-Call Firefighters, part-time Employees, full-time Employees, and Elected Officials. For purposes of this</u>	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

Plan, Elected Officials shall only consist of the Township Supervisor, Township Treasurer and Township Clerk.

¹ **Note:** Employee Contributions include Pick-Up, 401(k), After-Tax, and Rollover Contributions, as applicable. Matching Contributions include Regular, Additional Discretionary, and/or True-Up Matching Contributions.

² **Note:** The covered class must be definitely determinable and may not be defined by listing specific individuals by name. The covered class may not be defined in a manner that excludes Employees on the basis of attainment of a specified maximum age.

8.2 EXCLUDED CLASS OF EMPLOYEES. Select available options below:

(Note: Persons classified by the Employer as independent contractors such that the Employer does not withhold income or employment taxes from their pay and who are recharacterized by the DOL, another agency, or a court as Employees of the Employer, are automatically excluded from coverage unless and until the Employer elects to extend coverage to such persons.)

	All Contributions	Employee	Matching	Nonelective
a. Leased Employees	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Collectively-bargained Employees	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
i. Include bargained Employees covered by an agreement that provides for their participation.	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. Non-resident aliens who do not have United States source income	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. Highly Compensated Employees (HCEs)	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
e. Employees who normally work fewer than 20 hours per week	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
f. Employees at the following locations: _____ _____	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
g. Employees who are <i>not</i> employed at the following covered location(s): _____ _____ _____	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
h. Other excluded Employees ¹ : <u>Temporary Employees and Seasonal Employees, as defined per Employer's policies</u>	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

¹ **Note:** The excluded class must be definitely determinable and may not be defined in such a manner as to exclude all employees except specific individuals who are listed by name. The excluded class may not be defined to exclude Employees on the basis of attainment of a specified maximum age.

SECTION 9. GENERAL SERVICE CREDITING PROVISIONS

(**Note:** Employee Contributions include Pick-Up, 401(k), After-Tax, and Rollover Contributions, as applicable. Matching Contributions include Regular, Additional Discretionary, and True-Up Matching Contributions, as applicable.)

9.1 AGE AND SERVICE REQUIREMENTS

	All Contributions	Employee	Matching	Nonelective
a. No age or service requirement	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Age requirement	1. <input checked="" type="checkbox"/> 18 OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____
c. 1 year of Eligibility Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
i. Hours of Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ii. Elapsed time	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. More than 1 year of Eligibility Service (whole years)	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____
<i>Note: Cannot be selected for 401(k) Contributions</i>				
i. Hours of Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ii. Elapsed time	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
e. Specified number of days of service (elapsed time) (≤ 365 for 401(k) Contributions)	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____
f. Specified number of months of service (elapsed time) (≤ 12 for 401(k) Contributions)	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____
g. Earlier of (i) completion of the specified number of Hours of Service within the specified number of consecutive months of employment or (ii) 1 year of Eligibility Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
i. Required Hours of Service (not to exceed 1,000)	1. ____ OR	2. ____	3. ____	4. ____
ii. Required consecutive months of employment (not to exceed 12)	1. ____ OR	2. ____	3. ____	4. ____
A year of Eligibility Service is credited using the following method				
iii. Hours of Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
iv. Elapsed time	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
h. Employees who are regularly scheduled to work at least 1,000 hours per year must complete the specified number of months of	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____

employment, otherwise 1 year of Eligibility Service

A year of Eligibility Service is credited using the following method:

- i. Hours of Service 1. OR 2. 3. 4.
- ii. Elapsed time 1. OR 2. 3. 4.

9.2 SPECIAL ELIGIBILITY SERVICE CREDITING PROVISIONS

- a. If the elapsed time method is selected above, a full month of service is credited for any partial calendar month in which an Employee has service.
- b. Hours of Service method
 - i. Specify the number of Hours of Service (*calculated in accordance with the election made at 10.2(b)*) that must be completed in an eligibility computation period for one year of Eligibility Service:
 - A. 1,000 hours
 - B. Other: _____ hours
 - ii. The eligibility computation period switches to the Plan Year
 - iii. An Employee will incur a Break in Eligibility Service if he works fewer than:
 - A. 501 hours
 - B. Other number of hours: _____
- c. Eligibility Service does *not* include periods of employment with the Employer in a capacity other than as a Covered Employee described in Section 8.
- d. Except as provided below, a reemployed Employee retains all Eligibility Service earned before reemployment (*select all that apply*)
 - i. If a non-vested, former Employee is reemployed after 5 consecutive Breaks in Eligibility Service, his Eligibility Service earned prior to the break is excluded upon re-hire.¹
 - A. 5-year break rule applies only if an Employee terminates employment before becoming eligible.
 - ii. If the Plan requires more than 1 year of service to participate, an Employee who terminates employment and incurs a Break in Eligibility Service before meeting the service requirement loses all prior Eligibility Service.
 - iii. Reemployed Employees lose all prior Eligibility Service and must again satisfy any applicable Eligibility Service requirements.
 - iv. If an Employee incurs a Break in Eligibility Service following termination of employment, his eligibility computation period under the Hours of Service method is re-determined using his reemployment date as the first day of the initial computation period (*must select if 9.2d.i, 9.2d.ii, or 9.2d.iii is selected above*).

¹*Note: A break in service under the elapsed time rules means a 12-consecutive-month period beginning on an Employee's Severance Date (and anniversaries of that date) in which he does not work any hours.*

9.3 ENTRY DATES

	All Contributions	Employee	Matching	Nonelective
a. Daily	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Monthly	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. First day of each payroll period	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. Quarterly: _____ (month/day)	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

- e. Semi-annually: _____
(month/day) 1. OR 2. 3. 4.
- f. Annually: _____
(month/day) 1. OR 2. 3. 4.
- g. Other dates: (must be at least semi-annual
if the age requirement is >20½ or the
service requirement is > 6 months) 1. ____ OR 2. ____ 3. ____ 4. ____

9.4 EFFECTIVE DATE OF PARTICIPATION

- | Covered Employees participate as of the Entry Date: | All Contributions | Employee | Matching | Nonelective |
|---|---|-----------------------------|-----------------------------|-----------------------------|
| a. Coinciding with or next following satisfaction of eligibility requirements | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| b. Following satisfaction of eligibility requirements | 1. <input checked="" type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| c. Preceding satisfaction of eligibility requirements | 1. N/A | 2. N/A | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| d. Closest to satisfaction of eligibility requirements | 1. N/A | 2. N/A | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |

9.5 SPECIAL ENTRY PROVISIONS:

- | | All Contributions | Employee | Matching | Nonelective |
|--|--------------------------------|-----------------------------|-----------------------------|-----------------------------|
| a. Entry Dates to include effective date of the Plan or restatement, as applicable. | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| b. Reemployed Employees must wait until applicable Entry Date before again participating in Plan. | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| c. Persons employed as of _____
participate immediately regardless of whether they have met the following requirements: | | | | |
| i. Age requirement | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| ii. Service requirement | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |

9.6 ELECTIONS NOT TO PARTICIPATE

- a. A Covered Employee may elect not to participate in some or all aspects of the Plan.
- i. Before becoming eligible, a Covered Employee may make a one-time, irrevocable election never to make Pick-Up Contributions to the Plan.
- A. A Covered Employee's one-time, irrevocable election not to participate also applies to his eligibility to make or receive all other types of contributions provided under the Plan.
- ii. Before becoming eligible, a Covered Employee may make a one-time, irrevocable election never to make 401(k) Contributions to the Plan.

- A. A Covered Employee's one-time, irrevocable election not to participate also applies to his eligibility to make or receive all other types of contributions provided under the Plan.
- iii. A Covered Employee may make a one-time, irrevocable election not to participate thereby waving eligibility to receive Employer Contributions provided under the Plan.
 - A. A Covered Employee's election must be made at the time he first becomes eligible to participate in the Plan.
 - B. A Covered Employee's election may be made at any time.

SECTION 10. GENERAL SERVICE CREDITING PROVISIONS

10.1 ELAPSED TIME SERVICE CREDITING

(Note: Except as otherwise specified below, or in the special rules for crediting Eligibility Service or Vesting Service, elapsed time crediting will reflect the rules applicable to non-governmental plans.)

- a. Service is credited for approved leaves of up to 2 years
(Service under the elapsed time rules is only required to be credited to an Employee who is absent from employment without otherwise terminating for the first 12 months of absence. This option imputes service for up to an additional 12 months of absence.)
- b. Service is credited for second year of Maternity/Paternity Absence
(Under elapsed time rules, an Employee on a Maternity/Paternity Absence is required to receive service credit for the first 12 months of such absence. If he is absent for more than 12 months, the second 12 months does not count as either service or a break in service. This option imputes service for the second 12 months of Maternity/Paternity Absence.)
- c. Service spanning rule does not apply *(no service is credited following termination even if the Employee is rehired within 12 months)*

10.2 HOURS OF SERVICE CREDITING

(Note: Except as otherwise specified below, or in the special rules for crediting Eligibility Service or Vesting Service, Hours of Service crediting will reflect the rules applicable to non-governmental plans.)

- a. The Plan limits the number of Hours of Service credited during a paid absence
 - i. The limit is:
 - A. 0 hours are credited during a paid absence
 - B. 501 hours are credited during a paid absence
 - C. Other number of hours are credited during a paid absence: _____
 - ii. Certain specified absences are excluded from the limitation. The limit does not apply to absences because of:

- b. Hours are credited for unpaid leave *(other than a Maternity/Paternity Absence)* based on an Employee's regular schedule immediately preceding the leave
 - i. The period of the unpaid leave for which hours are credited is limited
 - A. The limit is:
 - 1. 1 year
 - 2. 2 years
 - 3. Other period: _____
 - ii. To receive hours credit, the Employee must return at the end of his leave
- c. Hours are credited for a Maternity/Paternity Absence as follows:
 - i. Hours are credited only to prevent a break in service *(as required for non-governmental plans)*
 - ii. Hours count towards service credit
(Hours are credited based on an Employee's regular schedule immediately preceding the Maternity/Paternity Absence.)

- A. The period of Maternity/Paternity Absence for which hours are credited is limited
 - 1. The limit is:
 - a. 1 year
 - b. 2 years
 - c. Other period: _____
- B. To receive hours credit, the Employee must return at the end of his leave

10.3 SERVICE WITH OTHER EMPLOYERS

- a. Service with predecessor organization be credited:
 - i. Only as required by law (when the Employer maintains plan of Predecessor Employer)
 - ii. Regardless of whether Employer maintains plan of predecessor and subject to the limitations set forth below
- b. Service with an Employer prior to its becoming part of the controlled group will be credited. The following will be credited:
 - i. Vesting Service
 - ii. Eligibility Service
 - iii. Service for purposes of meeting any applicable contribution allocation requirements
- c. Prior service with employers specified below is credited for the following purposes:

	Eligibility Service	Vesting Service	Service for Contribution Allocation Requirements
i. Employer Name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
ii. Employer Name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
iii. Employer Name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
iv. Employer Name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

- v. The following limitations apply to service credited under the Plan for employment with another employer:

- A. Only employment with the specified employer *prior to* the date specified below is included.

- 1. Employer Name: _____ Date: _____
- 2. Employer Name: _____ Date: _____
- 3. Employer Name: _____ Date: _____
- 4. Employer Name: _____ Date: _____

- B. Only employment with the specified employer *on or after* the date specified below is included.

- 1. Employer Name: _____ Date: _____
- 2. Employer Name: _____ Date: _____
- 3. Employer Name: _____ Date: _____
- 4. Employer Name: _____ Date: _____

- C. Only employment with the specified employer while in the specified class is included.

- 1. Employer Name: _____ Eligible Employee Group: _____
- 2. Employer Name: _____ Eligible Employee Group: _____
- 3. Employer Name: _____ Eligible Employee Group: _____

4. Employer Name: _____

Eligible Employee
Group: _____

(The employee groups identified above must be clearly defined.)

SECTION 11. RETIREMENT DATES

Note: If the Plan is a money purchase pension plan that provides for in-service distributions at Normal Retirement Date, effective for Plan Years beginning on or after the later of January 1, 2015 or the close of the first legislative session of the body governing the Plan that is at least 3 months after the date final regulations concerning normal retirement under governmental plans are published, a normal retirement age of less than age 62 must meet the requirements of Treasury Regulations Section 1.401(a)-1(b)(2), taking into account the exception in the regulations for any group of Employees covered by the Plan, substantially all of whom are qualified public safety employees. The age selected below must not be earlier than the earliest retirement age that is reasonably representative of the typical retirement age for the industry in which the plan participants work. Age 62 or older automatically meets this requirement however, no age less than 55 can be entered above. If an age between 55 and 62 is inserted, no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants work unless the Service determines otherwise based on facts and circumstances.

11.1 NORMAL RETIREMENT AGE (NRA) means the:

- a. Attainment of a specified age: 62 (≤ 65)
- b. Later of age _____ (≤ 65) or _____ ($\leq 10th$) anniversary of:
 - i. The date the Participant's employment with the Employer commenced
 - ii. The date the Participant commenced participation in the Plan
 - iii. The first day of the Plan Year in which the Participant commenced participation in the Plan
- c. Earlier of age _____ (≤ 65) or completion of _____ years of Vesting Service

11.2 NORMAL RETIREMENT DATE means the:

- a. Participant's NRA above
- b. First day of the month coinciding with or next following the Participant's NRA above
- c. First day of the month next following the Participant's NRA above
- d. First day of the month nearest the Participant's NRA above

11.3 EARLY RETIREMENT PROVISIONS

- a. Plan includes early retirement provisions.
 - i. Requirements for early retirement are:
 - A. Attainment of a specified age: _____ (< 65)
 - B. Later of specified age: _____ (< 65) or completion of: _____ years of Vesting Service
 - C. Later of specified age: _____ (< 65) or completion of: _____ years of Eligibility Service
 - ii. Early Retirement Date is the:
 - A. Date the Participant satisfies the early retirement requirements above
 - B. First day of the month coinciding with or next following the date the Participant satisfies the early retirement requirements above
 - C. First day of the month next following the date the Participant satisfies the early retirement requirements above

SECTION 12. COMPENSATION

12.1 DEFINITION OF CONTRIBUTION COMPENSATION¹

(Note: Employee Contributions include Pick-Up, 401(k), After-Tax, and Rollover Contributions, as applicable. Matching Contributions include Regular, Additional Discretionary, and True-Up Matching Contributions.)

	All Contributions	Employee	Matching	Nonelective
Safe Harbor Compensation Definition				
a. W-2	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. W-2 less moving expenses only	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. Section 3401(a) wages for withholding purposes	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. General Section 415	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
e. Modified Section 415	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
Non-Safe Harbor Compensation Definition				
f. Base pay	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
g. Total Compensation excluding non-cash Compensation	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
h. Regular rate of pay	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
i. Other ² : _____ _____ _____	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

¹Unless otherwise elected, Compensation (1) includes (i) amounts paid within the severance window described in Section 12.2 below if such amounts would have been paid to the Participant in the course of employment and are regular compensation for services by the Participant or commissions, bonuses or other similar compensation and (ii) amounts deferred or excluded from taxable compensation under Code Section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) and (2) excludes all other post-severance payments.

²Compensation must be defined so that it is definitely determinable.

12.2 ADJUSTMENTS TO CONTRIBUTION COMPENSATION - INCLUSIONS

a. Contribution Compensation inclusions, as described in Section 12.2b below:

List # in 12.2b	All Contributions	Employee	Matching	Nonelective
i. Deemed 125 contributions	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ii. Post-severance accrued leave	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
iii. Post-severance deferred comp	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
iv. Post severance disability payments	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

b. Description of Compensation inclusions:

- i. Deemed 125 contributions. Where group health plan does not permit cash distribution in lieu of coverage unless Participant can certify that he has other health coverage, amounts not receivable because Participant cannot make requisite certification are treated as excluded under Code Section 125.

- ii. Post-severance accrued leave. Includes accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use such leave if his employment had continued and such amounts would have been included in Compensation if paid prior to severance from employment¹
- iii. Post-severance deferred compensation. Includes amounts received by the Participant pursuant to a non-qualified, unfunded deferred compensation plan, but only if and to the extent (1) the Participant would have received such payment at the same time if he had continued in employment, (2) such amounts would have been included in Compensation if paid prior to severance from employment, and (3) the payment is includable in the Participant's gross income.¹
- iv. Post-severance amounts received by a Participant who is permanently and totally Disabled
 - A. Such amounts are only included in Compensation of non-HCEs
 - B. Such amounts are only included in Compensation for the following period: _____

¹To be included, such amounts must be paid no later than the end of the post-severance window, which ends the later of (i) 2½ months following severance or (2) the end of the year in which severance occurs.

12.3 ADJUSTMENTS TO CONTRIBUTION COMPENSATION - EXCLUSIONS

a. Contribution Compensation exclusions, as described in Section 12.3b below:

List # in 12.3b	All Contributions	Employee	Matching	Nonelective
i. All elective contributions made by the participant that are not required to be included in taxable income	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ii. Elective contributions described in i above, except 401(k) Contributions	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
iii. Reimbursements, expense allowances, fringe benefits, etc.	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
iv. Bonuses	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
v. Overtime	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
vi. Commissions	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
vii. Taxable value of stock	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
viii. Regular post-severance compensation	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ix. Pre-participation Compensation	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
x. Military differential pay	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
xi. Compensation exceeding specified dollar amount	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
xii. Other amounts	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
xiii. Special exclusions for HCEs	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

b. Description of Compensation exclusions:

- i. Exclude amounts deferred or excluded from taxable compensation under Code Section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)
- ii. Exclude amounts described in i above, except for 401(k) Contributions

- iii. Exclude reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits.
- iv. Exclude bonuses
- v. Exclude overtime
- vi. Exclude commissions
- vii. Exclude taxable value of stock: Amounts realized from the exercise of any non-qualified stock option, or where restricted stock (*or property*) held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture, and amounts realized from the sale, exchange, or other disposition of stock acquired under a qualified stock option are all excluded from Compensation.
- viii. Exclude regular post-severance compensation paid within post-severance window¹: Amounts that would have been paid to the Participant in the course of employment and are regular compensation for services by the Participant or commissions, bonuses or other similar compensation that would be included in contribution Compensation if paid prior to termination.
- ix. Compensation earned before meeting the participation requirements described in Section 8 and Section 9.
- x. Exclude military differential pay
- xi. Exclude Compensation in excess of: \$ _____ (<Code Section 401(a)(17) limit - \$250,000 in 2012)
- xii. Other exclusions (*contribution Compensation*)²:

- xiii. Special Compensation exclusions apply to HCEs only²:

¹The post-severance window begins on the Participant's severance date and ends the later of (i) 2½ months following severance or (2) the end of the year in which severance occurs.

²Any exclusion from Compensation must be described in such a manner that it is definitely determinable.

12.4 DEFINITION OF 415 COMPENSATION. Compensation for purposes of applying the limits under Code Section 415 is:

(*"415 compensation" also applies for purposes of HCE determinations.*)

- a. W-2
- b. W-2 less moving expenses only
- c. Section 3401(a) wages for withholding purposes
- d. General Section 415 (*all specific inclusions in 1.415(c)-2(b) and all specific exclusions in 1.415(c)-2(c)*)
- e. Modified Section 415 (*safe harbor definition in 1.415(c)-2(d)(2): includes only general inclusions in 1.415(c)-(b)(1) and (2) and all specific exclusions under 1.415(c)-2(c)*)

12.5 ADJUSTMENTS TO 415 COMPENSATION

- a. "415 compensation"¹ inclusions, as described in Section 12.2 above:

- i. Deemed 125 amounts
- ii. Post-severance accrued leave
- iii. Post-severance deferred compensation
- iv. Post-severance disability payments
 - A. Such amounts are only included in Compensation of non-HCEs
 - B. Such amounts are only included in Compensation for the following period: _____

¹"415 compensation" includes amounts paid within the severance window (as described in Section 12.2 above) if such amounts would have been paid to the Participant in the course of employment and are regular compensation for services by the

Participant or commissions, bonuses or other similar compensation. Except as elected above, "415 compensation" excludes all other post-severance payments.

SECTION 13. EMPLOYEE CONTRIBUTIONS

13.1 PICK-UP CONTRIBUTIONS

a. Required amount of Pick-Up Contributions:

- i. Single percentage of Compensation for all Participants: _____% ($\leq 100\%$)
- ii. Different percentages of Compensation based on job description:

Job Description	Required Percentage of Compensation ($\leq 100\%$)
A. _____ _____	_____%
B. _____ _____	_____%
C. _____ _____	_____%
D. _____ _____	_____%
E. _____ _____	_____%
F. _____ _____	_____%

- iii. Participant designates percentage of Compensation for Pick-Up Contributions: from _____% to _____% ($\leq 100\%$)

b. Pick-Up Contributions will commence as soon as administratively practicable after eligibility

13.2 401(K) CONTRIBUTIONS

a. 401(k) Contribution election limit:

i. Limit applicable to non-HCEs:

- A. Up to _____% of Compensation each payroll period (*if Catch-Up 401(k) Contributions are permitted and are aggregated with other Elective Deferrals in applying this limit, the limit must not be less than 75% of Compensation*)
 - 1. Minimum 401(k) Contribution is _____% ($\leq 100\%$) of Compensation each payroll period
 - a. 401(k) Contribution is limited to \$_____ (*no more than the Code Section 402(g) limit and Code Section 414(v) limit, if applicable*) each payroll period
 - b. 401(k) Contribution is limited to \$_____ (*no more than the Code Section 402(g) limit and Code Section 414(v) limit, if applicable*) annually.
 - B. No limit – Participants may contribute up to 100% of currently available Compensation each payroll period, subject to the limitations under Code Sections 402(g) and 415

ii. Separate contribution limit for HCEs will be:

- A. Percentage of Compensation specified in Plan: _____% ($\leq 100\%$) of Compensation each payroll period
- B. An HCEs 401(k) Contribution is limited to \$_____ annually.
- C. Administrator determines and communicates contribution limit at least annually based on current or prior year's participation by NHCEs

(Even absent a selection above, the Plan allows contributions for HCEs to be limited or suspended during the Plan Year if the Administrator anticipates a testing failure or 402(g) violation.)

- iii. Participants may make separate elections in excess of the payroll period limit as follows: *(select all that apply)*
(A Participant's annual 401(k) Contributions, including those made by separate election, may not exceed the payroll period limit elected above, if any, multiplied by the number of payroll periods in the Plan Year.)
 - A. True-up 401(k) Contribution. Participants may defer up to 100% of Compensation for designated payroll periods provided the annual 401(k) Contribution limit above, if any, is not exceeded
 - B. Separate bonus election. Participants may contribute up to: _____% ($\leq 100\%$) of designated bonuses. *(Compensation must include bonuses.)*
- b. Participants may make Catch-Up 401(k) Contributions
- c. Participants may designate 401(k) Contributions as Roth 401(k) Contributions
(401(k) Contributions will commence as soon as administratively practicable after a Participant's election)
- d. Automatic Contribution Arrangement. Eligible Participants who do not affirmatively elect against automatic contributions will have 401(k) Contributions made to the Plan in accordance with Addendum C, D or E, as applicable.
 - i. The Automatic Contribution Arrangement ("ACA") is **not** an EACA. The ACA is effective _____ *(if this is a new feature, may not be earlier than the date the Employer adopts the Plan.)*
 - ii. The Automatic Contribution Arrangement is an Eligible Automatic Contribution Arrangement ("EACA"). The EACA is effective _____ *(if this is a new feature, may not be earlier than the date the Employer adopts the Plan.)*
 - A. The EACA is being added after the first day of the Plan Year
(If A is selected, for the Plan Year in which the EACA is first effective, Participants employed before the effective date of the EACA are not permitted to make permissible withdrawals.)
- e. Automatic Escalation. Eligible Participants who do not affirmatively elect otherwise will have their 401(k) Contributions increased automatically in accordance with Addendum D.
 - i. The Plan is **not** intended to operate as an Automatic Contribution Arrangement *(i.e., no auto enrollment)*
 - ii. The Plan **is** intended to operate as an Automatic Contribution Arrangement

13.3 ONGOING AFTER-TAX CONTRIBUTIONS

- a. After-Tax Contributions may be made using the following method: *(select all that apply)*
 - i. Payroll withholding
 - ii. Lump sum contribution
- b. Contribution Limits
 - i. Maximum After-Tax Contribution is _____% ($\leq 100\%$) of Compensation
(Maximum is applied on a payroll period basis for contribution made by payroll withholding and on an annual basis for contributions made in a lump sum.)
 - ii. Minimum After-Tax Contribution by payroll withholding is _____% ($\leq 100\%$) of Compensation each payroll period
 - A. The After-Tax Contribution is limited to \$_____ *(no more than the Code Section 402(g) limit and Code Section 414(v) limit, if applicable)* each payroll period
 - B. The After-Tax Contribution is limited to \$_____ *(no more than the Code Section 402(g) limit and Code Section 414(v) limit, if applicable)* annually.
- c. Combined After-Tax and 401(k) Contributions may not exceed _____% ($\leq 100\%$) of Compensation
- d. After-Tax Contributions will commence as soon as administratively practicable after a Participant's election.

13.4 MODIFICATIONS OF 401(K) AND AFTER-TAX CONTRIBUTION ELECTIONS

- a. A Participant may change the amount of his 401(k) Contributions and/or After-Tax Contributions or change the designation of his 401(k) Contributions as Pre-Tax or Roth 401(k) Contributions as of the date or dates prescribed by Administrator, but no less frequently than annually.

13.5 ROLLOVER CONTRIBUTIONS

- a. Eligibility. In addition to Covered Employees who have satisfied the requirements for Plan participation, the following may make Rollover Contributions to the Plan: *(select any that apply)*
- i. Covered Employees who have not yet met the age and/or service requirements applicable to Employee contributions.
 - ii. The former Employees designated below: *(select all that apply)*
 - A. Former Participants who retain an Account under the Plan
 - B. Former Employees designated by the Plan Sponsor *(e.g., former Employees with benefits under a terminating DB plan maintained by the Plan Sponsor)*: _____
- b. Permitted Rollover Contributions. The following types of rollovers are permitted under the Plan:
- i. Direct rollovers *(rollover is made directly to Plan from another eligible retirement plan, annuity contract or an individual retirement account)* are accepted under the Plan from the following sources *(select all that apply)*:
 - A. A qualified plan described in Code Section 401(a) or 403(a)
 - 1. Rollover may include designated Roth contributions
 - 2. Rollover may include after-tax employee contributions
 - B. An annuity contract described in Code Section 403(b)
 - 1. Rollover may include designated Roth contributions
 - 2. Rollover may include after-tax employee contributions
 - C. An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
 - 1. Rollover may include designated Roth contributions
 - D. An individual retirement account or annuity under Code Section 408(a) or (b), excluding amounts not otherwise taxable to the Participant upon distribution.
 - 1. Rollovers are limited to assets of the IRA attributable to prior rollover from a qualified plan *(conduit IRA)*
 - ii. Indirect rollovers *(rollover is made by Employee after receiving distribution from another eligible retirement plan)* are accepted under the Plan from the following sources *(select all that apply)*:
 - A. A qualified plan described in Code Section 401(a) or 403(a) excluding designated Roth and After-Tax Employee Contributions
 - 1. Indirect rollover may include designated Roth contributions, except amounts not otherwise taxable to the individual upon distribution
 - B. An annuity contract described in Code Section 403(b), excluding designated Roth and after-tax contributions
 - 1. Indirect rollovers may include designated Roth contributions, except amounts not otherwise taxable to the Participant upon distribution
 - C. An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
 - 1. Indirect rollovers may include designated Roth contributions, except amounts not otherwise taxable to the individual upon distribution
 - D. An individual retirement account or annuity under Code Section 408(a) or (b), excluding amounts not otherwise taxable to the Participant upon distribution.
 - 1. Rollovers are limited to assets of the IRA attributable to prior rollover from a qualified plan *(conduit IRA)*
 - iii. In-Plan Roth Rollover Contributions. *(This provision may only be elected if the Plan provides for Roth 401(k) Contributions.) An In-Plan Roth rollover will not eliminate any Code Section 411(d)(6) protected benefit of distribution rights attributable to the amount being rolled over.*
 - A. In-Plan Roth Rollover of Distributable Amounts. A Participant may elect to make an In-Plan Roth Rollover Contribution of any amount held in his Account *(other than amounts attributable to designated Roth contributions)* that is *(select all that apply)*:

1. Eligible for non-hardship withdrawal in accordance with the provisions of Section 23.
 - a. The limitations on withdrawals specified in Section 23 (*e.g., limit on number of withdrawals*) do not apply to a withdrawal made for purposes of In-Plan Roth Rollover Contributions.
 2. Eligible for non-hardship withdrawal as provided below. The following withdrawal provisions apply solely for purposes of making In-Plan Roth Rollover Contributions.
 - a. Withdrawal is permitted at any time from the following:
 - i. After-Tax Contributions
 - ii. Rollover Contributions
 - iii. After-Tax Rollover Contributions
 - iv. QVECs
 - b. Withdrawal is permitted upon reaching the specified age from the following:
 - i. After-Tax Contributions at age _____
 - ii. Rollover Contributions at age _____
 - iii. After-Tax Rollover Contributions at age _____
 - iv. Pre-Tax 401(k) Contributions at age _____ ($\geq 59\frac{1}{2}$)
 - v. Nonelective Contributions at age _____
 - vi. Matching Contributions at age _____
 - vii. Prior Nonelective Contributions at age _____
 - viii. Prior Matching Contributions at age _____
 - ix. Prior Money Purchase Plan Contributions at age _____ (≥ 62)
 3. Distributable to the Participant following severance from employment.
 - a. A Participant who receives actual distribution from the Plan following severance may make a Participant rollover of the distributed amounts within 60 days of the distribution and it will be treated as an In-Plan Roth Rollover Contribution.
 4. In-Plan Roth Rollover Contributions of distributable amounts may only be made from Sub-Accounts that are 100% vested.
- B. In-Plan Roth Rollover of Non-Distributable Amounts. A Participant may elect to make an In-Plan Roth Rollover Contribution of vested amounts held in his Account that are not otherwise distributable ("non-distributable amounts") in accordance with the terms below. (*In-Plan Roth Rollover Contributions attributable to non-distributable amounts shall be loanable and lienable to the same extent as In-Plan Roth Rollover Contributions attributable to otherwise distributable amounts and will be subject to the distribution restrictions that applied prior to conversion.*)
1. In-Plan Roth Rollover Contributions may be made of **all** non-distributable amounts
 2. In-Plan Roth Rollover Contributions may be made of **only** the non-distributable amounts specified below (*select all that apply*)
 - a. After-Tax Contributions
 - b. Rollover Contributions
 - c. After-Tax Rollover Contributions
 - d. Pre-Tax 401(k) Contributions
 - e. Nonelective Contributions
 - f. Matching Contributions
 - g. Prior Nonelective Contributions
 - h. Prior Matching Contributions
 - i. Prior Money Purchase Pension Plan Contributions
 - j. the following contribution sources: _____
 3. In-Plan Roth Rollover Contributions of non-distributable amounts may only be made from Sub-Accounts that are 100% vested

- C. Surviving Spouses and current or former Spouses who are alternate payees under a QDRO may make In-Plan Roth Rollover Contributions upon the same terms as Participants.
- D. A Participant may not make an In-Plan Roth Rollover Contribution of less than: \$_____
 - 1. A Participant's simultaneous In-Plan Roth Rollover Contributions of distributable and non-distributable amounts are treated as a single In-Plan Roth Rollover Contribution for purposes of the above limitation.
- E. A Participant's In-Plan Roth Rollover Contribution may not exceed: \$_____ per rollover.
 - 1. A Participant's simultaneous In-Plan Roth Rollover Contributions of distributable and non-distributable amounts are treated as a single In-Plan Roth Rollover Contribution for purposes of the above limitation.
- F. The Plan limits the number of In-Plan Roth Rollover Contributions a Participant may make during a specified period.
 - 1. Maximum number of In-Plan Roth Rollover Contributions: _____
 - 2. Period over which the maximum is applied:
 - a. each calendar month
 - b. each Plan Year
 - c. each calendar year
 - d. each Plan Year quarter
 - e. each calendar quarter
 - f. Other period: _____
 - 3. A Participant's simultaneous In-Plan Roth Rollover Contributions of distributable and non-distributable amounts are treated as a single In-Plan Roth Rollover Contribution for purposes of the above limitation.
- G. Regardless of the selection in A. or B. above, contributions being used as collateral for an outstanding loan balance may **not** be rolled over
- c. Loans may be included as part of a Rollover Contribution, but only if a participating Employer is party to a transaction such as a merger or acquisition.

SECTION 14. EMPLOYER MATCHING CONTRIBUTIONS

14.1 CONTRIBUTIONS MATCHED

- a. Employee contributions under another plan
 - i. Type of employee contributions: Participant Deferral Contributions
 - ii. Name of plan: Charter Township of Oshtemo 457(b) Plan
- b. Pick-Up Contributions
- c. 401(k) Contributions
- d. After-Tax Contributions

14.2 MATCH FORMULA

- a. Required. Matching Contribution is required in specified amount (*contributions excluded from Matching Contributions are listed at 14.5 below*).
 - i. Single match rate: 100% ($\leq 100\%$) of contributions
 - ii. Dual match rates based on percentage of Compensation contributed:
 - A. _____% ($\leq 100\%$) match for first _____% ($\leq 100\%$) of Compensation contributed and
 - B. _____% ($< \% \text{ specified in A above}$) match for contributions above that amount
 - iii. Dual match rates based on dollar amount contributed:
 - A. _____% ($\leq 100\%$) match for first \$_____ (*no more than the Code Section 402(g) limit and Code Section 414(v) limit, if applicable*) contributed and
 - B. _____% ($< \% \text{ specified in A above}$) match for contributions above that amount
 - iv. Triple match rates:
 - A. _____% ($\leq 100\%$) match for first _____% ($\leq 100\%$) of Compensation contributed and

- B. _____% (< % specified in A above) match for next _____% (≤ 100%) of Compensation contributed and
- C. _____% (< % specified in B above) match for next _____% (≤ 100%) of Compensation contributed
- v. Variable match rate based on years of Vesting Service/participation
- A. Match is based on years of:
1. Vesting Service
 2. Participation (*periods during which the Covered Employee was an Eligible Employee with respect to Matching Contributions*)
- B. Applicable years are determined as of:
1. First day of Contribution Period
 2. Last day of Contribution Period

Years of Vesting Service/Participation	Applicable Match Rate <i>(as percentage of contributions)</i>

- b. Discretionary Matching Contribution. Amount of discretionary match:
- i. Is a uniform percentage of the eligible contributions made by each Eligible Employee (*different uniform match percentages may apply to eligible contributions above and below designated dollar amounts or levels of Compensation*)
 - ii. May be different uniform percentages for different Employee groups of the eligible contributions made by Eligible Employees within the group (*different uniform match percentages may apply within each Employee group to eligible contributions above and below designated dollar amounts or levels of Compensation*)
(The Employee groups to whom different match percentages apply must be definitely determinable.)

14.3 ADDITIONAL MATCHING CONTRIBUTIONS

- a. An Additional Discretionary Match is Permitted. Additional discretionary match amount:
- i. Is uniform formula designated by Employer that is applicable to all Eligible Employees
 - ii. May be different percentages for different Employee groups of the eligible contributions made by Eligible Employees within the group (*different uniform match percentages may apply within each Employee group to eligible contributions above and below designated dollar amounts or levels of Compensation*)
(The Employee groups to whom different match percentages apply must be definitely determinable.)
- b. True-Up Matching Contributions are provided. The True-Up Matching Contribution is:
- i. Discretionary
 - ii. Required

14.4 CONTRIBUTION PERIOD

- a. The Contribution Period for regular Matching Contributions is:

- i. Each month
- ii. Each calendar quarter
- iii. Each calendar year
- iv. Each Plan Year
- v. Each payroll period
- vi. Each Plan Year quarter
- vii. Each (*other –specified period cannot be longer than 12 months and must end with or within the Plan Year*):

(The Contribution Period for additional discretionary Matching Contributions and True-Up Matching Contributions is the Plan Year.)

14.5 CONTRIBUTIONS EXCLUDED FROM MATCH

- a. Contributions excluded from the regular match (and any True-Up Matching Contribution) are: (*select all that apply*)
 - i. Contributions made before eligibility to participate in the match
 - ii. Catch-Up 401(k) Contributions
 - iii. Contributions that exceed the following:
 - A. 4% ($\leq 100\%$) of Compensation
 - B. \$_____ (*not to exceed the dollar limit specified in Code Section 415(d)*)
 - C. _____% ($\leq 100\%$) of Compensation, provided that contributions matched cannot exceed \$_____ (*not to exceed the dollar limit specified in Code Section 415(d)*)
 - D. A discretionary limitation determined by the Employer that may be a percentage of Compensation and/or a dollar amount.
 - iv. Contributions attributable to the following types of Compensation: _____
 - v. Contributions withdrawn before the end of the Plan Year
- b. The above exclusions also apply for purposes of additional discretionary Matching Contributions.

14.6 OPTIONAL LIMITATIONS ON MATCHING CONTRIBUTIONS

- a. The total Matching Contribution made to a Participant's Account for the Plan Year cannot exceed \$_____ (*not to exceed the dollar limit specified in Code Section 415(d)*)

SECTION 15. EMPLOYER NONELECTIVE CONTRIBUTIONS.

15.1 NONELECTIVE CONTRIBUTION FEATURES

Nonelective Contributions are either:

- a. Required in the amount specified in the allocation formula
- b. Discretionary
- c. Contribution Period. The Contribution Period for Nonelective Contributions is:
 - i. Each month
 - ii. Each calendar quarter
 - iii. Each calendar year
 - iv. Each Plan Year
 - v. Each payroll period
 - vi. Each (*other –specified period cannot be longer than 12 months and must end with or within the Plan Year*):

- vii. Each Plan Year, for purposes of determining who is eligible to receive an allocation, but for purposes of determining Compensation used in allocating Nonelective Contributions, the Contribution Period is:
 - A. The Employer's fiscal year ending within the Plan Year.
 - B. The calendar year ending within the Plan Year.

15.2 ALLOCATION FORMULA

- a. Ratio of Compensation allocation formula. The percentage of Compensation allocated to each Eligible Employee is * % (*fill in if contribution amount is required*) ***SEE ADDENDUM 15.2**
- b. Uniform dollar amount allocation formula. The dollar amount is:
 - i. Discretionary and allocated among Eligible Employees on the basis of:
 - A. Ratio of hours worked by the Eligible Employee to the hours worked by all Eligible Employees
 - B. Ratio of hours for which the Eligible Employee is paid to the paid hours of all Eligible Employees
 - C. Uniform dollar amount to each Eligible Employee during the Contribution Period
 - ii. \$_____ for the following:
 - A. Each hour worked by the Eligible Employee
 - B. Each hour for which the Eligible Employee is paid
 - C. Each Contribution Period
 - D. Other: _____ (*cannot exceed 12-consecutive months*)
 - iii. The dollar amount specified for such Eligible Employee in the applicable collective bargaining agreement for the following:
 - A. Each hour worked by the Eligible Employee
 - B. Each hour for which the Eligible Employee is paid
 - C. Each Contribution Period

(You must attach the pages from the collective bargaining agreement with the formula and the name of the agreeing bargaining parties or note them on Addendum I.)
- c. Points allocation formula. Credit points based upon:
 - i. Compensation: _____ points for each \$_____ ($\leq \200.00).
 - A. The following number of points are allocated for any remaining fractional amounts:
 - 1. No points credited
 - 2. Credit partial points: _____ points if remaining Compensation is \$_____ (*not to exceed the dollar limit specified in Code Section 415(d)*) or more
 - ii. Years of service: _____ points for each full year of service as of the end of the Contribution Period.
 - A. Service for which points are credited is:
 - 1. Vesting Service
 - 2. Eligibility Service
 - 3. The number of years of service for which points will be credited are limited to maximum of: _____ years
 - iii. Years of age: _____ points for each year of age as of the end of the Contribution Period
- d. Years of service allocation formula. Dollar amount or percentage of Compensation allocated to an Eligible Employee varies based on his years of Vesting Service/participation.
 - i. Allocation is:
 - A. Dollar amount
 - B. Percentage of Compensation
 - ii. Allocation is based on years of:
 - A. Vesting Service

- B. Participation (periods during which the Covered Employee was an Eligible Employee with respect to Nonelective Contributions)
- iii. Applicable years are determined as of:
 - A. First day of Contribution Period
 - B. Last day of Contribution Period

Years of Vesting Service/Participation	Nonelective Contribution Allocation

- e. Employee group allocation method – The Nonelective Contribution is first allocated among designated Employee groups and is then further allocated among Eligible Employees within each group in the ratio of Compensation so that each Eligible Employee within the group has the same allocation rate as each other Eligible Employee within the Employee group. (If elected, additional provisions, including a description of the designated Employee groups, are found in the applicable Addendum.)

15.3 ADDITIONAL NONELECTIVE CONTRIBUTION

- a. The Employer may make an additional, discretionary contribution to be allocated:
 - i. in the ratio of Compensation
 - ii. in same manner as standard Nonelective Contribution

SECTION 16. ADDITIONAL REQUIREMENTS FOR RECEIVING EMPLOYER CONTRIBUTIONS

16.1 ALLOCATION REQUIREMENTS

	Nonelective	Regular Matching	Additional Disc. Match	True-Up Match
a. No last day or service requirement	i. <input checked="" type="checkbox"/>	ii. <input checked="" type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
b. Last day requirement only. Must be in covered employment on last day of contribution period	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
c. Last day of contribution period requirement only. Employment with Employer in uncovered employment satisfies requirement	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
d. Service requirement only	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
1. Hours of Service requirement ($\leq 1,000$)	_____	—	_____	—
e. Last day of allocation period and service requirement. Must be in covered employment for last day of contribution period	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
1. Hours of Service requirement ($\leq 1,000$)	_____	—	_____	—

- f. Last day of contribution period and service requirement. Employment with Employer in uncovered employment satisfies requirement
- | | | | | |
|--|-----------------------------|------------------------------|-------------------------------|------------------------------|
| | i. <input type="checkbox"/> | ii. <input type="checkbox"/> | iii. <input type="checkbox"/> | iv. <input type="checkbox"/> |
|--|-----------------------------|------------------------------|-------------------------------|------------------------------|
1. Hours of Service requirement ($\leq 1,000$)
- | | | | | |
|--|---|---|---|---|
| | — | — | — | — |
|--|---|---|---|---|
- g. Last day or hours requirement. Employment with Employer in uncovered employment satisfies the last day requirement. The Hours of Service requirement is:
- | | | | | |
|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| i. 1,000 Hours | A. <input type="checkbox"/> | B. <input type="checkbox"/> | C. <input type="checkbox"/> | D. <input type="checkbox"/> |
| ii. 501 Hours ¹ | A. <input type="checkbox"/> | B. <input type="checkbox"/> | C. <input type="checkbox"/> | D. <input type="checkbox"/> |

¹ Excludes from participation only those Employees who may be excluded from coverage testing under Code Section 410(b).

16.2 EXCEPTIONS TO ALLOCATION REQUIREMENTS. Select available options below

- | | Nonelective | Regular Matching | Additional Disc. Match | True-Up Match |
|---|-----------------------------|------------------------------|-------------------------------|------------------------------|
| a. Last day requirement does not apply in cases of: | | | | |
| i. Death | A. <input type="checkbox"/> | B. <input type="checkbox"/> | C. <input type="checkbox"/> | D. <input type="checkbox"/> |
| ii. Disability | A. <input type="checkbox"/> | B. <input type="checkbox"/> | C. <input type="checkbox"/> | D. <input type="checkbox"/> |
| iii. Retirement | A. <input type="checkbox"/> | B. <input type="checkbox"/> | C. <input type="checkbox"/> | D. <input type="checkbox"/> |
| A. Exception applies only to normal retirement | I. <input type="checkbox"/> | II. <input type="checkbox"/> | III. <input type="checkbox"/> | IV. <input type="checkbox"/> |
| b. Service requirement does not apply in cases of: | | | | |
| i. Death | A. <input type="checkbox"/> | B. <input type="checkbox"/> | C. <input type="checkbox"/> | D. <input type="checkbox"/> |
| ii. Disability | A. <input type="checkbox"/> | B. <input type="checkbox"/> | C. <input type="checkbox"/> | D. <input type="checkbox"/> |
| iii. Retirement | A. <input type="checkbox"/> | B. <input type="checkbox"/> | C. <input type="checkbox"/> | D. <input type="checkbox"/> |
| A. Exception applies only to normal retirement | I. <input type="checkbox"/> | II. <input type="checkbox"/> | III. <input type="checkbox"/> | IV. <input type="checkbox"/> |

SECTION 17. ALLOCATIONS FOR EMPLOYEES WHO DIE OR BECOME DISABLED WHILE ENGAGED IN QUALIFIED MILITARY SERVICE

17.1 DEATH WHILE IN QUALIFIED MILITARY SERVICE

- a. A Participant who dies while absent from employment to perform qualified military service is treated as returning to employment immediately prior to his death for purposes of determining his eligibility for and the amount of contributions to be made to his Account for his period of military leave.
- i. Amount of Match.
- A. No Matching Contributions will be made for the Participant's period of military absence

- B. Matching Contributions will be made for the Participant's period of military absence as if the Participant had made employee contributions subject to the match equal to the average of the Participant's contributions for (a) the 12-consecutive-month period preceding his military service or (b), if the Participant has fewer than 12 months of service prior to such military service, his actual length of continuous service with his Employer prior to such military service

17.2 DISABILITY WHILE IN QUALIFIED MILITARY SERVICE

- a. A Participant absent from employment due to military service who becomes Disabled while performing qualified military service is treated as returning to employment immediately prior to his Disability Date for purposes of determining his eligibility for and the amount of contributions to be made to his Account for his period of military leave.
- i. The Disabled Participant may continue to make contributions to the Plan for his period of military leave up to the maximum amount of Pick-Up, 401(k) and/or After-Tax Contributions he would have been permitted to make to the Plan if he had actually returned to employment
- ii. Amount of Match. The amount of any Matching Contributions for the Disabled Participant's military absence will be:
- A. Determined based on the amount the Disabled Participant contributes in accordance with b.i. above
- B. Determined as if the Participant had made employee contributions subject to the match equal to the average of the Participant's contributions for (a) the 12-consecutive-month period preceding his military service or (b), if the Participant has fewer than 12 months of service prior to such military service, his actual length of continuous service with his Employer prior to such military service
- C. Determined based on the greater of (a) the amount the Disabled Participant contributes in accordance with b.i. above or (b) the average of the Participant's contributions subject to the match for (1) the 12-consecutive-month period preceding his military service or (2), if the Participant has fewer than 12 months of service prior to such military service, his actual length of continuous service with his Employer prior to such military service

SECTION 18. VESTING OF EMPLOYER CONTRIBUTIONS

18.1 VESTING SCHEDULE

Fill in the number of the vesting schedule that applies to the respective contribution from the available schedules listed below:

- a. Regular, additional discretionary, and True-Up Matching Contributions schedule: **SEE ADDENDUM 18.1**
- b. Nonelective Contributions schedule: **SEE ADDENDUM 18.1**
- c. Prior Matching Contributions schedule: _____
- d. Prior Nonelective Contributions schedule: _____
- e. Prior Money Purchase Pension Plan Contributions schedule: _____

1 immediate	2 1 year cliff	3 2 year cliff	4 3 year cliff
100%	0% before 1 year	0% before 2 years	0% before 3 years
	100% after 1 year	100% after 2 years	100% after 3 years

5A Other cliff schedule	5B Other cliff schedule	5C Other cliff schedule	5D Other cliff schedule	5E Other cliff schedule
0% before	0% before	0% before	0% before	0% before

___ years*	___ years*	___ years*	___ years*	___ years*
100% after ___ years	100% after ___ years	100% after ___ years	100% after ___ years	100% after ___ years

***Note:** Any cliff schedule completed in 5A through 5D must provide for 100% vesting after no more than 15 years of Vesting Service or, if the vesting schedule applies to a group of Employees substantially all of whom are qualified public safety employees (within the meaning of Code Section 72(7)(10(B)), 20 years.

6 2-6 year graded		7 1-5 year graded		8 3-7 year graded	
<2	0%	<1	0%	<3	0%
2<3	20%	1<2	20%	3<4	20%
3<4	40%	2<3	40%	4<5	40%
4<5	60%	3<4	60%	5<6	60%
5<6	80%	4<5	80%	6<7	80%
6+	100%	5+	100%	7+	100%

9A Other graded schedule for Match		9B Other graded schedule for Nonelective		9C Other graded schedule for Prior Match		9D Other graded schedule for Prior Nonelective		9E Other graded schedule for Prior MPP	
<1	0%	<1	0%	<1	0%	<1	0%	<1	0%
1	___%	1	___%	1	___%	1	___%	1	___%
2	___%	2	___%	2	___%	2	___%	2	___%
3	___%	3	___%	3	___%	3	___%	3	___%
4	___%	4	___%	4	___%	4	___%	4	___%
5	___%	5	___%	5	___%	5	___%	5	___%
6	___%	6	___%	6	___%	6	___%	6	___%
7	___%	7	___%	7	___%	7	___%	7	___%
8	___%	8	___%	8	___%	8	___%	8	___%
9	___%	9	___%	9	___%	9	___%	9	___%
10	___%	10	___%	10	___%	10	___%	10	___%
11	___%	11	___%	11	___%	11	___%	11	___%

12	___%	12	___%	12	___%	12	___%	12	___%
13	___%	13	___%	13	___%	13	___%	13	___%
14	___%	14	___%	14	___%	14	___%	14	___%
15	___%	15	___%	15	___%	15	___%	15	___%
16	___%	16	___%	16	___%	16	___%	16	___%
17	___%	17	___%	17	___%	17	___%	17	___%
18	___%	18	___%	18	___%	18	___%	18	___%
19	___%	19	___%	19	___%	19	___%	19	___%
20+	___%	20+	___%	20+	___%	20+	___%	20+	___%

***Note:** Any cliff schedule completed in 8A through 8D must provide for partial vesting beginning after no more than 5 years of Vesting Service and 100% vesting after no more than 20 years of Vesting Service.

18.2 SPECIAL VESTING EVENTS.

- a. Participants are 100% vested if employed by an Employer upon¹: (select all that apply)
 - i. Death
 - ii. Disability.
 - A. For purposes of 100% vesting, a Participant who becomes Disabled while absent because of qualified military service is treated as having become Disabled while employed.
 - iii. Early retirement
 - ¹Participants employed on or after NRD are always 100% vested.

18.3 SPECIAL VESTING SERVICE CREDITING PROVISIONS

- a. Elapsed time method
 - i. Crediting years of Vesting Service:
 - A. Credit 1/12th year for each calendar month (full or partial) in which Employee has service
 - B. Credit 1/12th year for each full calendar month of service and aggregate partial months of service treating each 30 days as 1/12th year of service
 - C. One year of service for each full year of service and aggregate partial years treating 365 days of service as one year
- b. Hours of Service method
 - i. Hours required in a vesting computation period to be credited with one year of Vesting Service:
 - A. 1,000 hours
 - B. Other Hours of Service requirement: _____
 - ii. Vesting computation period:
 - A. Plan Year
 - B. Calendar year

- C. Anniversaries of Employment Commencement Date
- D. Other 12 month period beginning on: (month/day) _____
- c. A Participant who becomes Disabled while absent from employment because of qualified military service is credited with Vesting Service as if he returned to employment immediately prior to his Disability date.

18.4 VESTING SERVICE EXCLUSIONS

- a. No exclusions
- b. Period before Employee attains age 18
- c. Period before the effective date of the Plan
- d. Periods of employment with the Employer in a capacity other than as a Covered Employee described in Section 8
- e. If a former Employee is reemployed, his Vesting Service earned *before* reemployment is excluded in determining his vested interest in his Account earned *following* reemployment:
 - i. regardless of whether the former Employee incurred a Break in Vesting Service¹
 - ii. only if the former Employee incurred a Break in Vesting Service
 - iii. only if the former Employee incurred 5 consecutive Breaks in Vesting Service
 - iv. Prior Vesting Service is excluded under 18.4e.i, 18.4e.ii, or 18.4e.iii above only if the former Employee was not vested when his employment originally terminated
- f. If a former Employee is reemployed, his Vesting Service completed *following* reemployment is excluded in determining his vested interest in his Account earned *before* reemployment:
 - i. regardless of whether the former Employee incurred a Break in Vesting Service
 - ii. only if the former Employee incurred a Break in Vesting Service
 - iii. only if the former Employee incurred 5 consecutive Breaks in Vesting Service
- g. If an Employee incurs a Break in Vesting Service, Vesting Service completed before the break is excluded until the Employee again completes a year of Vesting Service following the break

¹*Note: A Break in Vesting Service under the elapsed time rules means a 12-consecutive-month period beginning on an Employee's Severance Date (and anniversaries of that date) in which he does not work any hours.*

18.5 FORFEITURES

- a. Non-vested amounts are forfeited:
 - i. Immediately upon distribution
 - ii. Immediately upon termination
 - iii. Upon 1 Break in Vesting Service after termination
 - iv. At end of Plan Year in which termination occurs
 - v. At end of Plan Year in which distribution occurs
 - vi. Only upon 5 consecutive Breaks in Vesting Service following termination
- b. Restoration of forfeitures
 - i. No restoration of forfeitures
 - ii. Upon reemployment before 5 consecutive Breaks in Vesting Service, restore forfeited amounts:
 - A. Only if Participant repays any Employer Contributions distributed at prior termination (*required buyback*)
 - B. And Participant may also repay Employer Contributions distributed at prior termination (*optional buyback*)
 - C. But Participant cannot repay Employer Contributions distributed at prior termination (*no buyback*)
- c. Forfeited amounts will:

	Nonelective	Matching	Testing*
i. Offset the Employer's contribution obligation. ¹	1. <input checked="" type="checkbox"/>	2. <input checked="" type="checkbox"/>	3. <input type="checkbox"/>
ii. Be re-allocated among Participants	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
d. Forfeitures may also be used to pay Plan expenses:	1. <input checked="" type="checkbox"/>	2. <input checked="" type="checkbox"/>	3. <input type="checkbox"/>
i. If there are Plan expenses, such expenses must be paid first before forfeitures are either re-allocated or used to offset contributions	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
ii. Administrator has discretion to direct when and to what extent Plan expenses are paid from forfeitures	1. <input checked="" type="checkbox"/>	2. <input checked="" type="checkbox"/>	3. <input type="checkbox"/>

* Matching Contributions forfeited because they are attributable to 401(k) Contributions distributed or recharacterized because of 402(g) limits.

¹ If forfeitures occurring during the prior Plan Year remain after all contribution obligations for the current Plan Year are satisfied or upon termination of the Plan, and such forfeitures cannot be used to pay Plan expenses, the remainder shall be re-allocated among Participants as provided in Section 14.4 of the Base Plan Document.

e. Re-allocation of forfeitures.

	Nonelective	Matching	Testing
i. Participants eligible for re-allocation			
A. Only Participants who have met applicable re-allocation requirements in ii below	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
B. Participants who are actively employed at any time during the Plan Year	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
ii. Requirements for re-allocation (<i>unless otherwise elected below, any last day requirement refers to the last day of the contribution period</i>):			
A. Last day requirement only. Must be in covered employment	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
B. Last day requirement only. Employment with Employer in uncovered employment satisfies requirement	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
C. Service requirement only	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
1. Hours of Service requirement ($\leq 1,000$)	1. <input type="checkbox"/> ____	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____
D. Last day and service requirement. Must be in covered employment for last day	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
1. Hours of Service requirement ($\leq 1,000$)	1. <input type="checkbox"/> ____	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____
E. Last day and service requirement. Employment with Employer in uncovered employment satisfies requirement	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

- | | | | |
|--|-----------------------------------|-----------------------------------|-----------------------------------|
| 1. Hours of Service requirement ($\leq 1,000$) | 1. <input type="checkbox"/> _____ | 2. <input type="checkbox"/> _____ | 3. <input type="checkbox"/> _____ |
| F. Last day or hours requirement. Employment with Employer in an uncovered employment classification satisfies the last day requirement. The Hours of Service requirement is: | | | |
| 1. 1,000 Hours | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| 2. 501 Hours | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| iii. Exceptions to Last Day Allocation Requirements. Last day requirement does not apply in cases of: | | | |
| A. Death | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| B. Disability | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| C. Retirement | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| 1. Exception applies only to normal retirement | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| iv. Exceptions to Service Allocation Requirements. Service requirement does not apply in cases of: | | | |
| A. Death | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| B. Disability | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| C. Retirement | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| 1. Exception applies only to normal retirement | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| vi. Re-allocation based upon | | | |
| A. Method of allocating Nonelective Contribution | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| B. Ratio of Compensation | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| C. Ratio that Participant's contribution percentage (<i>ratio of Participant's Pick-Up, 401(k), and matched After-Tax Contributions to the Participant's Compensation</i>) bears to the aggregate contribution percentages of all Participants | 1. N/A | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |

SECTION 19. CONTRIBUTION LIMITATIONS

19.1 CODE SECTION 415 LIMITATIONS

- a. Limitations Under Other Plans. If limitations would be exceeded under multiple defined contribution plans maintained by Employer:
- i. Reduce contributions to be made under other plans first, then reduce under this Plan

- ii. Reduce contributions to be made under this Plan first then under other plans
- iii. *** Reduce contributions to be made pro rata among all plans simultaneously
- iv. *** Reduce last amounts to be allocated first
- v. Other reduction method

19.2 APPLICATION OF CODE SECTION 402(G) LIMITS.

- a. Participants may direct the Administrator to return 401(k) Contributions that exceed the 402(g) limits when combined with contributions to plans maintained by *un-related* employers
(If the Participant made both Roth and Pre-Tax 401(k) Contributions to the Plan, the Participant must direct whether and to what extent the distribution will be made from his Pre-Tax and/or Roth 401(k) Contributions; if no direction is received excess deferrals will be made first from Pre-Tax 401(k) Contributions, then from Roth 401(k) Contributions.)
- b. If excess deferrals are made under the Plan, the excess will be allocated and distributed as follows:
 - i. First from Pre-Tax 401(k) Contributions, then from Roth 401(k) Contributions
 - ii. First from Roth 401(k) Contributions, then from Pre-Tax 401(k) Contributions
 - iii. Reduce in ratio that Participant's Pre-Tax and Roth 401(k) Contributions bear to Participant's total 401(k) Contributions for the calendar year
 - iv. *** Participant directs reduction from Roth and/or Pre-Tax 401(k) Contributions. If no Participant direction is received, Plan's direction will be:
 - A. *** First from Pre-Tax 401(k) Contributions, then from Roth 401(k) Contributions
 - B. *** First from Roth 401(k) Contributions, then from Pre-Tax 401(k) Contributions
 - C. *** Reduce in ratio that Participant's Pre-Tax and Roth 401(k) Contributions bear to Participant's total 401(k) Contributions for the calendar year

19.3 DETERMINATION OF INCOME OR LOSS

- a. Income on contributions in excess of an applicable limit above will be determined using:
 - i. The method otherwise used to allocate income or loss to Participant's Accounts under the Plan
 - ii. The IRS fractional method

SECTION 20. COMPENSATION INVESTMENT OF PARTICIPANT ACCOUNTS

20.1 PARTICIPANT DIRECTED INVESTMENTS

- a. Participants may direct investment of a portion or all of their Accounts
 - i. Available Investments. Except as may be elected in Section 20.2, regarding self-directed brokerage funds, Investment Funds available for Participant-directed investment are selected by the Investment Fiduciary
 - ii. Restrictions on Participant Investment Directions: *(select all that apply)*
 - A. Participant direction restricted to vested portions of Accounts only
 - B. Investment Fiduciary directs investment of the following:

 - iii. Change Investment Elections. Unless elected below, investment changes that are timely received in accordance with established procedures will be implemented as of the business day they are received by the Administrator (or its delegate) or the next following business day.
 - A. Investment elections may only be changed as of:
 - 1. First of month following Valuation Date
 - 2. Entry Dates
 - 3. Other dates: _____

iv. Failure to Direct Investments. If Participant fails to direct investments, his Account will be invested:

- A. As directed by the Investment Fiduciary
- B. In General Fund
- C. In the following investment funds:

20.2 SELF-DIRECTED BROKERAGE FUND

- a. Plan assets may be invested through a self-directed brokerage fund
 - i. Establishment of self-directed brokerage Investment Fund:
 - A. is required by the Employer, as settlor of the Plan
 - B. may be directed by the Investment Fiduciary

20.3 TRANSFER OF INVESTMENTS

- a. Transfer Effective Dates. Unless elected below, investment transfer elections that are timely received in accordance with established procedures will be implemented as of the business day they are received by the Administrator (*or its delegate*) or the next following business day.
 - i. Investment transfers may only be made as of:
 - A. First of month following Valuation Date
 - B. Entry Dates
 - C. Other dates: (*month/day*) _____

SECTION 21. LOANS

21.1 AVAILABILITY

- a. The Plan permits Participant loans. Loans are permitted with the following restrictions, as applicable: (*select all that apply*)
 - i. No restrictions on loans
 - ii. Loans are not available from following portions of Participant's Account:
 - A. If the Plan includes Qualified Voluntary Employee Contributions Sub-Accounts, loans may not be made from such Sub-Accounts and such Sub-Accounts are not included in determining the maximum amount of a loan.
 - B. Roth 401(k) Contributions Sub-Account.
 - 1. The balance of the Roth 401(k) Contributions Sub-Account is also excluded in determining maximum permissible loan amount
 - C. Other specified Sub-Accounts: _____
 - 1. The balance of the other Sub-Accounts is also excluded in determining maximum permissible loan amount
 - iii. Loans are **not** permitted to individuals with Rollover Contributions under the Plan, but who have not met the requirements to become an Eligible Employee.

21.2 REPAYMENT OPTIONS

- a. Loans are repaid through payroll withholding
 - i. Participants may also make payments by other means

21.3 DEFAULT. If a loan payment is missed, default occurs as provided in the loan note, but not later than the end of the calendar quarter following the quarter in which the payment was due.

SECTION 22. HARDSHIP WITHDRAWALS

22.1 AVAILABILITY

- a. The Plan permits hardship withdrawals. Hardship withdrawals may be made from the following Accounts:
 - i. Pick-Up Contributions
 - ii. Pre-Tax 401(k) Contributions (*excluding interest credited after the later of (a) the last day of the Plan Year ending before July 1, 1989 or (b) December 31, 1988*)
 - iii. Roth 401(k) Contributions (*excluding interest*)
 - iv. After-Tax Contributions
 - v. Rollover Contributions
 - vi. Designated Roth Rollover Contributions
 - vii. In-Plan Roth Rollover Contributions
 - viii. After-Tax Rollover Contributions
 - ix. Nonelective Contributions
 - x. Prior Nonelective Contributions
 - xi. Matching Contributions (*includes Regular, Additional Discretionary, and True-Up Matching Contributions*)
 - xii. Prior Matching Contributions
 - xiii. Other: (*specify Sub-Account(s)*)

22.2 DETERMINATION OF IMMEDIATE AND HEAVY FINANCIAL NEED

- a. Hardship withdrawals shall be made based on the safe harbors specified in 401(k) regulations.
 - i. Hardship withdrawals may be made under the safe harbor to satisfy an immediate and heavy financial need of a Participant's primary Beneficiary who is NOT the Participant's Spouse or other dependent
(Hardship withdrawals may only be made for the following needs of the primary Beneficiary: Code Section 213(d) medical expenses, post-secondary education/tuition expenses (including room and board), and funeral and burial expenses.)
 - ii. In addition, hardship withdrawals may be made under other non-discriminatory facts and circumstances, as follows:

_____.
(Withdrawal criteria must be definitely determinable, non-discriminatory, and objective)

A. 401(k) Contributions may **not** be withdrawn under the above facts and circumstances.

- b. Hardship withdrawals may be made under non-discriminatory facts and circumstances, as follows:

_____.
(Withdrawal criteria must be definitely determinable, non-discriminatory, and objective)

22.3 DETERMINATION THAT PLAN DISTRIBUTION IS NECESSARY TO MEET NEED

- a. Necessity for hardship withdrawal is determined using IRS suspension safe harbor as explained at Section 13.8 of the BPD
 - i. The requirement that 401(k) and After-Tax Contributions be suspended to demonstrate that a withdrawal is necessary to meet the Participant's need applies only to withdrawals of 401(k) Contributions
- b. Necessity for hardship withdrawal is determined based on Employee's certification

(The Employee certifies the need for a hardship as explained at Section 13.8 of the BPD. A hardship withdrawal will not be deemed necessary if the Administrator has actual knowledge that the Employee's certification is false.)

- c. Necessity for hardship withdrawal is determined either using IRS suspension safe harbor or based on Employee's certification, as determined by the Employee

22.4 OPTIONAL LIMITATIONS ON HARDSHIP WITHDRAWALS

- a. Additional limitations apply to hardship withdrawals. The following additional limitations apply: *(select all that apply)*
- i. Hardship withdrawals are only permitted from the following contributions if Participants are 100% vested in such contributions:
- A. Nonelective Contributions
 - B. Matching Contributions
 - C. Prior Nonelective Contributions
 - D. Prior Matching Contributions
- ii. The minimum hardship withdrawal amount is the lesser of \$_____ *(amount must be reasonable and nondiscriminatory in operation)* or 100% of Participant's withdrawable interest.
- iii. Future hardship withdrawals are suspended following a hardship withdrawal for the following period:
- A. _____ months
 - B. Remainder of Plan Year and next following Plan Year
 - C. Other suspension period: _____

SECTION 23. NON-HARDSHIP IN-SERVICE WITHDRAWALS

23.1 AVAILABILITY

- a. Non-hardship in-service withdrawals are permitted under the Plan.

23.2 SOURCES AND CONDITIONS FOR NON-HARDSHIP IN-SERVICE WITHDRAWALS.

- a. Withdrawals at Any Time. The following amounts may be withdrawn at any time:
- i. After-Tax Contributions
 - ii. Rollover Contributions
 - iii. After-Tax Rollover Contributions
 - iv. Designated Roth Rollover Contributions
 - v. In-Plan Roth Rollover Contributions *(contributions rolled over as In-Plan Roth Rollover Contributions must still be distributable under conditions no less favorable than before the rollover)*
- b. Withdrawals at Specified Age. The following amounts may be withdrawn only after reaching the specified age:
- i. Pick-Up Contributions at age _____
 - ii. After-Tax Contributions at age _____
 - iii. Rollover Contributions at age _____
 - iv. After-Tax Rollover Contributions at age _____
 - v. Designated Roth Rollover Contributions at age _____
 - vi. In-Plan Roth Rollover Contributions at age _____
 - vii. Pre-Tax 401(k) Contributions at age _____ ($\geq 59\frac{1}{2}$)
 - viii. Roth 401(k) Contributions at age _____ ($\geq 59\frac{1}{2}$)
 - ix. Prior Money Purchase Pension Plan Contributions at age _____ (≥ 62)

- x. Other contributions at age _____ ($\geq 59\frac{1}{2}$) (specify other contribution(s) and conditions in a manner that is definitely determinable and not subject to employer discretion):
- _____

- c. Withdrawals of Nonelective/Matching Contributions. Nonelective/Matching Contributions may be withdrawn upon satisfying the requirements specified below.
- i. Withdrawal is permitted after specified period of participation and/or attainment of specified age as elected in the table below:

	Nonelective	Matching ¹	Prior Nonelective	Prior Matching
A. Participant has participated in the Plan for a specified number of months	1. <input type="checkbox"/> _____	2. <input type="checkbox"/> _____	3. <input type="checkbox"/> _____	4. <input type="checkbox"/> _____
B. Participant has attained a specified age	1. <input checked="" type="checkbox"/> <u>62</u>	2. <input checked="" type="checkbox"/> <u>62</u>	3. <input type="checkbox"/> _____	4. <input type="checkbox"/> _____
C. Participant has both participated in the Plan for a specified number of months and attained a specified age	1. <input type="checkbox"/> _____ Age _____ Service	2. <input type="checkbox"/> _____ Age _____ Service	3. <input type="checkbox"/> _____ Age _____ Service	4. <input type="checkbox"/> _____ Age _____ Service

¹ Matching Contributions include Regular, Additional Discretionary, and True-Up Matching Contributions

23.3 MILITARY SERVICE WITHDRAWALS

- a. A Participant absent from employment because of military leave for at least _____ (≥ 1) days may make a withdrawal from the following:
- i. After-Tax Contributions
 - ii. Rollover Contributions
 - iii. After-Tax Rollover Contributions
 - iv. Designated Roth Rollover Contributions
 - v. In-Plan Roth Rollover Contributions
 - vi. Pick-Up Contributions
 - vii. Nonelective Contributions¹
 - viii. Prior Nonelective Contributions
 - ix. Matching Contributions¹
 - x. Prior Matching Contributions

¹ Matching Contributions include Regular, Additional Discretionary, and True-Up Matching Contributions.

- b. Deemed Severance from Employment.¹ A Participant engaged in military service more than 30 days may make a deemed severance withdrawal from the following:
- i. Pre-Tax 401(k) Contributions
 - ii. Roth 401(k) Contributions

¹ Deemed severance withdrawals are subject to the 10% tax on early distributions and the Participant must be suspended from making 401(k) and After-Tax Contributions for at least 6 months.

- c. Qualified Reservist Withdrawal.¹ A Participant who is a member of a reserve component and is ordered or called to active duty for a period in excess of 179 days (or for an indefinite period) may make a qualified reservist withdrawal of the following contributions:
- i. Pre-Tax 401(k) Contributions
 - ii. Roth 401(k) Contributions

Qualified reservist withdrawals are exempt from the 10% tax on early distributions and no contribution suspension applies.

23.4 LIMITATIONS ON NON-HARDSHIP IN-SERVICE WITHDRAWALS

- a. Non-hardship in-service withdrawals are only permitted from the following contributions if Participants are 100% vested in such contributions:
 - i. Nonelective Contributions
 - ii. Matching Contributions
 - iii. Prior Nonelective Contributions
 - iv. Prior Matching Contributions
- b. The minimum non-hardship in-service withdrawal amount is the lesser of \$_____ (*amount must be reasonable and nondiscriminatory in operation*) or 100% of Participant's withdrawable interest.
- c. Future non-hardship in-service withdrawals are suspended following a non-hardship withdrawal for the following period:
 - i. _____ months
 - ii. Remainder of Plan Year and next following Plan Year
 - iii. Other suspension period: _____
- d. The above limitations will **not** apply to withdrawals of In-Plan Roth Rollover Contributions
- e. The above limitations will **not** apply to military service withdrawals unless elected below: (*select all that apply*)
 - i. Minimum withdrawal applies
 - ii. Suspension period applies
 - iii. 100% vesting requirement applies

SECTION 24. DISTRIBUTIONS

24.1 FORMS OF PAYMENT

- a. Available Forms. A Participant may receive payment in the following form(s):
 - i. Single sum
 - ii. Annuities
 - A. Normal/Optional Form of Benefit. Annuities are the:
 - 1. Normal form
 - 2. Optional form
 - B. Forms of annuity. Available forms of annuity are:
 - 1. Limited to period certain annuities (*annuities payable for a specified number of months or years, rather than over the life of the Participant*)
 - a. The specified payment period may be any period designated by the Participant (*not to exceed the joint life expectancies of the Participant and his Beneficiary*)
 - b. The Participant may only elect one of the following payment periods: (*specify available payment periods that do not exceed the joint life expectancies of the Participant and his Beneficiary*) _____
 - 2. May provide for payment over the life of the Participant (*select all that apply*)
 - a. The Participant may select any form of annuity that can be purchased by the Plan
 - b. The Participant may only elect among the following forms of annuity: (*specify available payment periods that do not exceed the joint life expectancies of the Participant and his Beneficiary*) _____
 - c. QJSA is available form

- i. Survivor percentage under QJSA is 50% unless a larger percentage is indicated: _____% ($\leq 100\%$)
- iii. Installment payments over period specified by Participant when payments start
- A. Participants may elect a more rapid distribution
1. The election for more rapid distribution must be made when payments start
- B. Failure to Make Election. If installments are the only form of payment available, the period over which installments will be paid if Participant fails to make an election will be:
1. The Participant's single life expectancy
2. 5 years
3. 10 years
4. Other payment period: _____ (*not to exceed the joint life expectancies of the Participant and his Beneficiary*)
- iv. Required minimum distributions (RMDs) (*select only if Plan does not otherwise provide for installment payments.*)
- A. RMDs Payable. Required minimum distributions are payable as follows:
1. Only while an Employee is receiving payment for employment after age 70½ in accordance with Section 24.4a
2. If payments start at Participant's Required Beginning Date, whether or not Participant is still employed on that date
- b. A Participant may elect distribution in more than one form of payment
- c. Form of Payment to Beneficiary.
- i. If Participant dies before payments start, distribution to the Participant's Beneficiary will be made in the following form:
- A. Any of the forms of payment available to the Participant, as elected by the Beneficiary¹
- B. Single sum only
- ¹ *Note: Legal rules limit the period over which payments may be made to a Participant's Beneficiary. For example, payment may not be made over the joint lives of the Beneficiary and another person.*
- ii. Regardless of the election in i above, if the Participant dies before his Required Beginning Date, the Beneficiary may receive RMDs
- d. In Kind Distributions. The following distributions may be made in kind:
- i. *** No in kind distributions
- ii. *** All distributions
- iii. Only distributions from self-directed brokerage accounts may be made in kind

24.2 CASH-OUTS

- a. Small account balances will be cashed out upon a distribution event.
- i. The cash-out amount is:
- A. \$1,000
- B. \$3,500
- C. \$5,000
- D. \$ _____ ($< \$5,000$)
- ii. Rollover Contributions will be disregarded in determining whether Account will be cashed out

24.3 COMMENCEMENT OF BENEFITS WHILE EMPLOYED. The following provisions apply (*select all that apply*)

- a. A Participant who continues employment beyond Normal Retirement Date may elect to commence retirement benefits while employed
- b. A Participant who incurs a Disability and continues employment may elect to commence retirement benefits.

24.4 POST 70½ DISTRIBUTIONS. A Participant who continues employment beyond April 1 of the calendar year following the year he attains age 70½

- a. May elect to commence retirement benefits as of that date
- b. May not commence retirement benefits as of that date

24.5 DISTRIBUTIONS ON TERMINATION OF EMPLOYMENT

- a. Postpone Distribution. A Participant who terminates employment may defer distribution until:
 - i. If the Participant terminates prior to Normal Retirement Date:
 - A. Later of age 62 or Normal Retirement Date
 - B. Required Beginning Date
 - ii. If the Participant retires on or after Normal Retirement Date:
 - A. No deferral permitted
 - B. Required Beginning Date
- b. Miscellaneous Provisions. The following provisions regarding distributions on termination of employment apply: *(select all that apply)*
 - i. Terminated Participant may elect partial distribution
 - ii. Participant may waive 30-day waiting period following receipt of notice concerning rollovers to receive distribution

24.6 REQUIRED COMMENCEMENT OF DISTRIBUTION TO BENEFICIARIES. Distribution to Beneficiary of Participant who dies before his Required Beginning Date will be made

- a. In full within 5 years of Participant's death
- b. In installments over Beneficiary's life expectancy beginning within 1 year of Participant's death *(or by year Participant would have reached age 70½, if Participant's Spouse is sole Beneficiary)*
- c. Either (1) in full within 5 years of Participant's death or (2) in installments over the Beneficiary's life expectancy, as elected by the Participant or Beneficiary.
 - i. If no election is made, distribution will be made:
 - A. In full within 5 years of Participant's death
 - B. In installments over the Beneficiary's lifetime beginning within 1 year of Participant's death *(or by year Participant would have reached age 70½, if Participant's Spouse is sole Beneficiary)*

24.7 EFFECT OF REEMPLOYMENT

- a. Right to Distribution and Form of Payment. If a Participant is reemployed:
 - i. No further distribution will be made until subsequent termination and prior form of payment election is null and void
 - ii. Participant continues to be eligible to receive distribution of prior Account balance under elected form of payment *(new election must be made for Account earned following reemployment)*
(Payments made after reemployment may be subject to early distribution taxes, as distribution may no longer be viewed as due to termination of employment.)

24.8 BENEFICIARIES

- a. If no Beneficiary has been designated or no Beneficiary survives the Participant, the default Beneficiary will be Participant's Spouse or, if none:
 - i. Participant's estate
 - ii. Participant's surviving children in equal shares or, if none, Participant's estate
 - iii. Participant's issue, per stirpes, or, if none, Participant's surviving parents in equal shares, or, if none, Participant's estate

- iv. Other:

24.9 SPOUSAL PROVISIONS

- a. Required Spouse Consent. Even though not required by law, the following the following options require spousal consent: *(select all that apply)*
 - i. Spouse consent is required for loans
 - ii. Spouse consent is required for in-service withdrawals
 - iii. Spouse consent is required to elect a form of payment other than QJSA *(only if Plan provides QJSA form of payment)*
 - iv. Spouse consent is required to select a non-Spouse Beneficiary

24.10 DOMESTIC PARTNER PROVISIONS

- a. If a Participant has a Domestic Partner, the Participant's Domestic Partner will be treated as the Participant's Spouse for Beneficiary and consent purposes, including consent to the actions identified in 24.9a above.

SECTION 25. MISCELLANEOUS

25.1 DEFINITION OF DISABILITY

(Complete only if Plan includes a feature that is contingent upon a Participant's Disability.)

- a. Participant is Disabled if he satisfies any of the criteria selected below: *(select all that apply)*
 - i. Eligible for social security disability
 - ii. Eligible for benefits under Employer's long term disability program
 - iii. Determined by the Plan Administrator on the basis of medical evidence satisfactory to it
 - iv. Other *(must be definitely determinable and not subject to Employer discretion):* Physical or mental impairment arising after an Employee has become a Participant which, in the opinion of a Physician acceptable to the Administrator, totally and permanently prevents the Participant from performing his or her customary and usual duties for the Employer.

25.2 DEFINITION OF HCE

- a. Unless elected below, the look back year is the 12-month period immediately preceding Plan Year
 - i. Look back year is calendar year beginning within the 12-month period immediately preceding Plan Year *(may select only if Plan Year is not calendar year)*
- b. HCEs are limited to top-paid 20% of Employees.

25.3 PLAN EXPENSES

- a. General Administrative Expenses. Except to the extent they are reduced by forfeitures, general administrative expenses of the Plan will be paid:
 - i. From Participants' Accounts, except the Employer may elect to pay some or all expenses
 - ii. *** From Participants' Accounts. Except as selected below, the Employer shall **not** pay expenses. *(select all that apply)*
 - A. *** Employer pays no expenses
 - B. *** Employer pays expenses for all current Participants
 - C. *** Employer pays expenses for retired Participants with an Account balance following retirement
 - D. *** Employer pays expenses for terminated Participants with an Account balance following termination

25.4 SUPERSEDING PLAN PROVISIONS

- a. The Plan includes special provisions that supersede any inconsistent provisions of the Adoption Agreement or Basic Plan Document

(If the Plan includes superseding provisions that do not meet the exceptions outlined in Section 19.3 of the BPD, the Plan Sponsor may no longer rely on the Opinion Letter issued to this Pre-Approved Defined Contribution Plan, Basic Plan Document #17. In order to have reliance, the Plan must apply for its own determination letter. However, in cases where the Employer is switching from an individually designed plan or from one Pre-Approved Defined Contribution Plan to another, the attachment of a list of "Code Section 411(d)(6) protected benefits" that must be preserved will not affect reliance on the Opinion Letter only if such individually designed or Pre-Approved Defined Contribution Plan was the subject of a prior determination, advisory, or opinion letter with respect to such benefit. If a Code Section 411(d)(6) protected benefit in the Plan or a plan being merged into this Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date, and shall apply only to the extent required under Code Section 411(d)(6)).

SECTION 26. FUNDING AGENT INFORMATION

26.1 IDENTIFICATION OF FUNDING AGENT

- a. The Funding Agent holding Plan assets is:

SECTION 27. PRE-APPROVED DEFINED CONTRIBUTION GOVERNMENTAL 401(A) PLAN PROVIDER INFORMATION

27.1 USE AND APPLICATION OF PRE-APPROVED DEFINED CONTRIBUTION GOVERNMENTAL 401(A) PLAN DOCUMENT

The adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the plan is qualified under Code §401(a) only to the extent provided in Revenue Procedure 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements that are specified in the Opinion Letter issued with respect to the plan and in Revenue Procedure 2017-41. This Adoption Agreement can be used only in conjunction with Basic Plan Document #17. The appropriateness of the adoption of this Plan and the terms of the Adoption Agreement, its qualification with the IRS, and the tax and employee benefit consequences are the responsibility of the Employer and its tax and legal advisors. Failure to properly complete this Adoption Agreement may result in disqualification of the Plan. In order to have reliance in such circumstances, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

Questions regarding adoption of this Plan, the intended meaning of any plan provisions, or the effect of the Opinion Letter issued by the Internal Revenue Service with respect to this Basic Plan Document #17 may be addressed to the Provider or agent designated for such purpose in 27.2 below.

27.2 AGENT FOR PRE-APPROVED DEFINED CONTRIBUTION GOVERNMENTAL 401(A) PLAN PROVIDER

*Miller, Canfield, Paddock, & Stone P.L.C.
277 South Rose Street, Suite 5000
Kalamazoo, MI 49007*

27.3 IDENTIFICATION OF PRE-APPROVED DEFINED CONTRIBUTION GOVERNMENTAL 401(A) PLAN PROVIDER

The Provider certifies that it will inform the sponsoring Employer of any amendments to the Plan or of the Provider's discontinuance or abandonment of the Plan. For more information about the Plan, a Sponsoring Employer may contact the Provider (or its authorized representative) at the following address:

*Document Agility, Inc.
1540 International Pkwy
Lake Mary, FL 32746
877-346-5994*

SECTION 28. EXECUTION

This Plan must be signed and dated below by all the indicated parties to be effective. Adoption of a combination profit-sharing plan (with or without a 401(k) arrangement) and money purchase pension plan must each be made on separate Adoption Agreements.

EXECUTED AT _____,

_____, this _____ day of _____ 20_____.

Charter Township of Oshtemo

By: _____

Title: _____

39450000.1/105577.00003

CHARTER TOWNSHIP OF OSHTEMO
GOVERNMENTAL NON-ERISA RETIREMENT PLAN

ADDENDUM 15.2

15.2 ALLOCATION FORMULA

- a. Ratio of Compensation allocation formula.
 - i. The percentage of Compensation allocated to each Eligible Employee who is a paid on-call firefighter is 10%.
 - ii. The percentage of Compensation allocated to each Eligible Employee who is not a paid on-call firefighter is 4%.

CHARTER TOWNSHIP OF OSHTEMO
GOVERNMENTAL NON-ERISA RETIREMENT PLAN

ADDENDUM 18.1

- 18.1 a. Regular, additional discretionary, and True-Up Matching Contributions schedule:
 - i. For Participants who are paid on-call firefighters: 1
 - ii. For Participants who are not paid on-call firefighters: 3

- b. Nonelective Contributions schedule:
 - i. For Participants who are paid on-call firefighters: 1
 - ii. For Participants who are not paid on-call firefighters: 3

Budget Amendment Requests

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed Project/Effort	Within Apprvd Budget (Not Carryover)
			GL Number	Description	Amount	GL Number	Description	Amount			
8/9/2022	Ron Farr	Fuel	206-340-86800	Fuel	\$ 31,884.00	20633696300	Admin Contingency	\$ 31,884.00	Fuel prices have increased, as well as call volume. Example of fuel spending this year: Jan \$2,934, Feb \$2,984, Mar \$3,568, Apr \$3,360, May \$4,445, Jun \$5,092, July \$5,539	No	Yes
			Total		\$ 31,884.00	Total		\$ 31,884.00			

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
8/22/2022	Farmer	General	101-223-82600	Legal Fees	\$ 62,000.00	101-506-97600.WHTGN	Capital Outlay	\$ 62,000.00	Graham vs. Farmer; these dollars were originally charged to the sewer legal line, but should from the general legal line per attorney. Amendment required to reach sufficient General Fund amount for outside legal services to cover.	Yes	Yes

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
8/15/2022	James Porter	Legal Fees	101-223-82600	Legal Fees	\$ 9,000.00	490-001-40100	Carryover	\$ 9,000.00	Outside legal fees (ERISA attorney)	Yes	No
			Total		\$ 9,000.00	Total		\$ 9,000.00			

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
8/30/2022	Farmer	General	101-001-60700	Election Reimburse	\$18,655.00	101-191-72800	Supplies	\$9,655.00	Higher than expected postage and paper costs. Anticipation of a paper shortage and ID card and letter to all registered voters in the Township due to redistricting.	No	Yes
						101-191-73000	Postage	\$ 9,000.00			
			Total		\$ 18,655.00	Total		\$ 18,655.00			

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
9/1/2022	Anna Horner	General	101-506-70200	Salary	\$ 14,000.00	101-506-97600.SANCOA	Sewer 1 Contract A	\$ 14,000.00	Adjustment of allocation table for Technical Specialist to align w/actual, annual wage adjustments for Technical Specialists, and adjustment for workload in PWs by hourly employees	No	Yes
			101-506-72200	Pension	\$ 1,120.00	101-506-97600.SANCOA	Sewer 1 Contract A	\$ 1,120.00			
			101-506-71500	FICA	\$ 1,071.00	101-506-97600.SANCOA	Sewer 1 Contract A	\$ 1,071.00			
				Total	\$ 16,191.00	Total		\$ 16,191.00			

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
9/1/2022	Anna Horner	Local Road Fund	204-506-70200	Salary	\$ 500.00	204-506-82100	Professional Fees	\$ 500.00	Adjustment of allocation table for Technical Specialist to align w/actual, annual wage adjustments for Technical Specialists, and adjustment for workload in PWs by hourly employees	No	Yes
			204-506-72200	Pension	\$ 40.00	204-506-82100	Professional Fees	\$ 40.00			
			204-506-71500	FICA	\$ 38.25	204-506-82100	Professional Fees	\$ 38.25			
				Total	\$ 578.25	Total		\$ 578.25			

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
9/1/2022	Anna Horner	Sewer	490-000-70200	Salary	\$ 1,600.00	490-000-82000.N8THSA	N. 8th St. Engineering Fees	\$ 1,600.00	Adjustment of allocation table for Technical Specialist to align w/actual, annual wage adjustments for Technical Specialists, and adjustment for workload in PWs by hourly employees	No	Yes
			490-000-72200	Pension	\$ 128.00	490-000-82000.N8THSA	N. 8th St. Engineering Fees	\$ 128.00			
			490-000-71500	FICA	\$ 122.40	490-000-82000.N8THSA	N. 8th St. Engineering Fees	\$ 122.40			
				Total	\$ 1,850.40	Total		\$ 1,850.40			

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
9/6/2022	Farmer	General	101-249-96100	BOR/MTT Refunds	\$ 31,153.00	101-001-40100	Carryover	\$ 31,153.00	Board of Review and Michigan Tax Tribunal Refunds. We do not budget for these because we cannot predict when a refund will be granted.	Yes	No
			Total		\$ 31,153.00	Total		\$ 31,153.00			

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
9/7/2022	Greg Fountain	Cemetery, Buildings and Grounds	101-218-97400	Capital Outlay	\$ 10,600.00	101-218-97400	Capital Outlay	\$ 10,600.00	2021 budget included a trailer for the new Bobcat. Because of availability it wasn't procured in 2021. Asking to re-allocate from a building project which will not be spent to the trailer purchase. Refer attached memo.	Yes	Yes
			Total		\$ 10,600.00	Total		\$ 10,600.00			

			Funds Requested To			Funds Requested From			Previously Discussed	From Elsewhere Within
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Date	Dept. Head	Fund Name	GL Number	Description	Amount	GL Number	Description	Amount	Explanation of Request	Approved	Apprvd Budget
9/7/2022	Karen High	Parks	107-756-97400	Capital Outlay/Imp	\$ 1,800.00	107-756-97400	Capital Outlay/Imp	\$ 1,800.00	Add'l \$1,800 needed to widen driveway apron from Drake Road into Drake Farmstead Park. \$1,200 approved in 2022 blueline budget. Actual cost is \$3,000.	Yes	Yes
					Total		Total	\$ 1,800.00			

Grand Total	\$ 121,711.65
Total Added to Budget (Projects not completed in prior year or reallocated from other budget lines current year)	\$ 40,153.00
Total Not Previously Discussed with TB	\$ 69,158.65

REVIEW DATE 9/7/2022

SIGNATURE





Memorandum

Date: September 7, 2022
To: Oshtemo Township Board
From: Greg Fountain, Maintenance
Subject: Purchase of Trailer to Transport Bobcat Skid-steer

Objective: Purchase a trailer to transport the Bobcat skidsteer to work sites in and around the township for maintenance considerations including, but not limited to, snow removal of sidewalks.

Summary: 2021 budget included funds for the purchase of a trailer. Because of availability, we were unable to procure it in 2021. Trailers are available now; the cost is \$9600.00 with an additional \$1,000.00 needed for hold down chains, chain binders and a spare tire and wheel.

Action: Request for major purchase. Request to re-allocate blue line funds from the existing on-hold maintenance building project to the purchase of the trailer.

Core Values Recognized:

Public Service (the value to our Township and residents.)

Sustainability (Meet the needs of the present without compromising future generations.)

Innovation (Providing the best value-conscious technology currently available. Leverage new technologies and ways of doing business to increase accessibility and improve services.)

Fiscal Stewardship (Ensure that taxpayer investments are spent wisely, effectively and efficiently.)

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
9/9/2022	Greg McComb	206	206-340-86700	Vehicle Operations	\$ 75,000.00	206-001-40100	Carryover	\$ 75,000.00	Unexpected expense due to: 513 Fire Pump, 542 Fire Pump and 542 Lift and Elevation Cylinders failure. This request is to cover these expenses and add funds for rest of year.	No	No
			Total		\$ 75,000.00	Total		\$ 75,000.00			

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Explanation of Request	Previously Discussed	From Elsewhere Within Apprvd Budget
			GL Number	Description	Amount	GL Number	Description	Amount			
9/12/2022	Greg Fountain	218	101-218-97400	Capital	\$ 8,000.00	101-218-97400	Capital	\$ 8,000.00	Security camera system upgrade budgeted \$4k; initial quote is \$12k. System failed, so replacing entire system and adding exterior cameras. Asking to increase budget by \$8k to keep the project moving for 2022 completion.	Yes	Yes
			Total		\$ 8,000.00	Total		\$ 8,000.00			

Grand Total	\$ 83,000.00
Total Added to Budget (Projects not completed/not spent in 2021)	\$ 75,000.00
Total Not Previously Discussed with TB	\$ 75,000.00

REVIEW DATE 9/12/2022

SIGNATURE



*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Date
Board & Committee	Libby Heiny-Cogswell	<i>As needed</i>	
Appointments	Cheri Bell		
	Dusty Farmer		
Buildings and Grounds	Libby Heiny-Cogswell	<i>Quarterly @ 8:00 a.m.</i>	
	Dusty Farmer, TB		
	Carl Benson (Resident)		
	Rick Everett (Resident)		
	Greg McComb (Staff)		
	Greg Fountain (Staff)		
Capital Improvement (CIC)	Zak Ford, TB	<i>Quarterly, Jan, Apr, July, Oct</i>	
	Libby Heiny-Cogswell, TB	<i>3rd Tues. @ 1pm</i>	
	Clare Buszka (TB)		
	Tim Mallett (Resident)		
	Phil Doorlag (Resident)		
	Bernie Mein		
	Anna Horner (Staff)		
	Zach Pearson (Staff)		
HARC (Hardship Advisory Review Committee); 3 year, staggered terms	Fred Gould (BOR)		12/31/2024
	Jeff Parson (Resident-at-large)		12/31/2022
	Neil Sikora (BOR)		12/31/2023
	Clare Buszka (TB Treasurer)		TermofOffice
	Libby Heiny-Cogswell (TB Supervisor)		TermofOffice
Records Management	Dusty Farmer, Chair (Clerk)		
	Anna Horner (Staff)		
	Greg McComb (Fire Chief)		
	Melissa Rugg		

*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Date
	Jon Gibson (Staff)		
	Iris Lubbert (Staff)	As Needed	
	Karen High (Staff)	<i>As Needed</i>	
	Libby Heiny-Cogswell (TB; Ex Officio)	<i>As needed</i>	
IT Committee	Anna Versalles (Resident)		
	Marc Elliott (Staff)		
	Scott Fuller (Staff)		
	Jon Gibson (Staff)		
"Legislative Breakfast"	Open to Entire Board	<i>Quarterly</i>	
(Southwest Michigan First)		<i>8am - 9am</i>	
Kalamazoo Brownfield Authority	Iris Lubbert (Staff)	<i>4th Thursday of each Month @ 4:00pm</i>	
Kalamazoo County Transit Authority	Dusty Farmer, Attendee	<i>2nd & 4th Monday, 5:30 p.m.</i>	
HR (Human Resources)	Libby Heiny-Cogswell, TB, Personnel Director	<i>As Needed</i>	
<i>Board Work Group</i>	Dusty Farmer, TB		
	Cheri Bell, TB		
	Sara Fiester (HR)		
Parks	Libby Heiny-Cogswell, TB	<i>3rd Thursday @ 7:30 a.m.</i>	
	Cheri Bell, TB		
	Kizzy Bradford, TB		
	Deb Everett, Resident		
	Paul Sotherland (At Large)		
	Karen High (Staff)		
Police	Libby Heiny-Cogswell, TB	<i>Quarterly as needed</i>	
	Kristin Cole, TB		
	Zak Ford, TB		
	Greg McComb (Staff)		
	Jack Shepperly (Staff Police Specialist)		
	Louis Parker III (Resident)		

*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Date
	Malcolm Blair (Resident)		
	Jim Taylor (Resident)		
	Deb Everett (Resident)		
	Jim Porter (Staff Attorney)		
Safety	Greg McComb, Fire (Staff)	<i>As needed</i>	
	Sara Feister, HR, Safety Coordinator (Staff)		
	Rod Rought, Ordinance Enforcement (Staff)		
	Greg Fountain, Maintenance (Staff)		
	Jon Gibson, IT (Staff)		
	Libby Heiny-Cogswell, Superviosr, Ex Officio		
Sunshine	Open		
<i>Manage voluntary contributions from staff to recognize employee life events</i>	Linda Potok		
	Sara Feister (Staff)		
Wellhead Protection Team	Iris Lubbert/Colten Hutson (Staff)	<i>Quarterly (approx)</i>	
Fire Department Strategic Planning Committee	Greg McComb (Fire Chief, Chair)	<i>TBD</i>	
Established 7.2022	Eric Burghart (Captain)		
	Erin Phillips (Fire Dept Administrative Asst)		
	Fire Staff (As needed)		
	Deb Everett (Resident)		
	Jared Klajnbart (Resident)		
	Themi Corakis (Business Owner)		
	Clare Buszka (TB Member)		
	Libby Heiny-Cogswell (TB Member, Ex Officio)		

Memorandum

Date: 9 September 2022
To: Township Board
From: Libby Heiny-Cogswell
Subject: Maintenance Department Head Appointment



Objective

Township Board consideration to appoint Mr. Greg Fountain as the Oshtemo Maintenance Department Head.

Background

Mr. Fountain has nineteen years of experience as a Test Supervisor with SPX Service Solutions, maintaining process improvements and enhancing productivity with a focus on safety requirements. Additionally, Mr. Fountain worked as a Test Manager for Bosch Service Solutions and was involved in project planning, ensuring adherence to testing artifacts and process workflows. Mr. Fountain has both the experience and leadership qualifications to serve as Oshtemo Township Maintenance Department Head. Additionally, since 2019 Greg has worked in Oshtemo Maintenance under outgoing Maintenance Director Rick Everett, and is therefore familiar with the Township facilities.

The Township sincerely thanks Maintenance Department Head Rick Everett for his many years of service, including 35 years as a Paid on Call firefighter, and nearly 10 years as Maintenance Director, a position assumed after retirement from a long private sector career.

HR posted the position internally and externally, per protocol.

The Supervisor recommends the appointment of Greg Fountain as Oshtemo Maintenance Department Head.

Memorandum

Date: 9 September 2022
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: Fire Department Head Appointment



Objective

Township Board consideration to appoint Mr. Greg McComb as the Oshtemo Fire Chief Department Head.

Background

Greg McComb has served a total of 31 years in the fire service. He began his career in 1991 in Marshall, Michigan as a Paid-on-Call Firefighter. Greg worked his way up to Deputy Fire Chief in Marshall before he became the Deputy Chief at Oshtemo Township in 2017. Greg is dedicated to the fire service and to the community.

The Township extends appreciation to Interim Fire Chief Ron Farr for his service to the Oshtemo Community since stepping up to assist last April. Ron plans to continue to serve Oshtemo as a Volunteer with the Fire Corp, as well as to fill in occasionally for the Chief until the now-vacated position of Deputy Fire Chief is filled.

The Supervisor recommends the appointment of Greg McComb as Oshtemo Fire Chief Department Head.

MEMORANDUM



Date: September 1, 2022
To: Township Board
From: James Porter
Subject: Approval of the State Trooper Outreach Partnership's application for charitable gaming license

OBJECTIVE:

To request approval of the State Trooper Outreach Partnership's application for charitable gaming within the Township.

BACKGROUND:

Per state gaming requirements, the State Trooper Outreach Partnership has requested that the Board approve their application for charitable gaming within the Township.

INFORMATION PROVIDED:

I have attached a copy of the State Trooper Outreach Partnership's request, the proposed resolution, and the State Trooper Outreach Partnership's tax exemption information for the Board's consideration.

STATEMENT OF REQUESTED BOARD ACTION:

I recommend that the Board approve the State Trooper Outreach Partnership's application for charitable gaming.



State Trooper Outreach Partnership

2425 South 11th St.
Kalamazoo, MI 49009
(517) 278-7152

Christopher Hayward, Secretary, State Trooper Outreach Partnership
2425 South 11th Street, Suite A
Kalamazoo, MI 49009

August 24, 2022

Oshtemo Township Board
7275 W. Main St
Kalamazoo, MI 49009

Purpose: Requesting recognition and approval for charitable gaming licensing (raffles)

Supervisor Heiny-Coswell,

State Trooper Outreach Partnership (STOP), central organization, has been granted a group exemption number by the IRS: 6434. The EIN for the central organization is 81-4321483. The central organization is based at 2425 S. 11th Street in Kalamazoo, Oshtemo Township.

We are a charitable organization composed of state troopers and citizens. STOP is organized to provide resources, mentoring, and outreach to citizens, specifically children and at-risk populations. STOP is organized exclusively for charitable purposes under section 501 (C) (3) of the Internal Revenue Code or corresponding section of any future federal tax code.

To date, we have mainly raised funds through donations at events we have organized. We have not previously hosted raffles (charitable gaming). In addition to our governing board, we have chapters in Paw Paw, Niles, Marshall, Wayland and Marshall. On 7/1/22, we added another chapter in Gaylord.

The Gaylord Chapter organized a golf outing fundraiser in their area. As a part of it, they planned to obtain a license to conduct a raffle. The State of Michigan Gaming Commission declined that license, citing that the Gaylord Chapter had been operating for less than 6 months. The commission indicated that they would reconsider if the central organization were to submit to them other proofs of charitable donations and make application to the central organization's local governing body (Oshtemo Township) for a resolution to allow for charitable gaming licenses.

Our request for this resolution has a specific date and is with hopes of helping our Gaylord Chapter with their event in their area. Our request may seem odd, considering this raffle would not be in Oshtemo Township. Additionally, having learned the licensing process, we will likely request future approvals of the Oshtemo Twp. Board to host local, occasional, fundraising raffles. We appreciate your consideration.

Respectfully,

Christopher Hayward, Secretary/treasurer, State Trooper Outreach Partnership
(906)450-0104



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a Regular meeting of the Oshtemo Charter Township
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on September 13, 2022
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from State Trooper Outreach Partnership of Oshtemo Charter Township,
NAME OF ORGANIZATION CITY

county of Kalamazoo, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Oshtemo Charter Township at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on September 13, 2022.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Dusty Farmer, Township Clerk

PRINTED NAME AND TITLE

7275 West Main Street, Kalamazoo, MI 49009

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 17 2021

STATE TROOPER OUTREACH PARTNERSHIP
C/O SCOTT ERNSTES
2425 S 11TH ST
KALAMAZOO, MI 49009-2112

Employer Identification Number:
81-4321483
DLN:
29053336345009
Contact Person:
CARA D FRANCAZAK ID# 31452
Contact Telephone Number:
(877) 829-5500

Group Exemption Number:
6434
Subordinate Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We recognize your subordinates as exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Your group exemption number is listed above. Keep this letter for your records. It could help resolve questions on the exempt status of your subordinates.

Donors can deduct contributions they make to your subordinates under IRC Section 170. They're also qualified to receive tax-deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522.

Annual filing requirements

Your subordinates are required to file Form 990-series information returns unless they qualify as churches or integrated auxiliaries of churches or otherwise meet the exceptions in Income Tax Regulation Section 1.6033-2(g). You can file a group return on Form 990, Return of Organization Exempt from Income Tax, for two or more subordinate organizations who authorize you in writing to include them in the group return and who are on the same tax year as you.

You must get a separate employer identification number to use when you file a group return. Also, you can't file a group return using Form 990-EZ, Short Form Return of Organization Exempt from Income Tax. If you're required to file a Form 990-series return for yourself, you must file it as a separate return. You can't be included in the group return. A subordinate organization can choose to file a separate annual information return instead of being included in the group return. They must file one of the Form 990-series returns based on their annual gross receipts.

A subordinate organization that doesn't file a Form 990-series return, or isn't included in a group return for three consecutive tax years, will have its federal income tax exemption automatically revoked effective from the filing due date of the third tax year.

Letter 2419

STATE TROOPER OUTREACH PARTNERSHIP

Your subordinates must include your assigned group exemption number on any Form 990-series return they file, including Form 990-T, Exempt Organization Business Income Tax Return. Advise them of their filing requirements and give them your group exemption number. Visit www.irs.gov/charities-non-profits to find information and other tax filing requirements for tax exempt organizations annual information returns.

Annual group exemption update requirements

Each year, you must submit an annual update to the IRS at least 90 days before the end of your annual accounting period, including changes to your subordinate groups. We'll generally send you a current list of subordinates six months before your update is due. Publication 4573, Group Exemptions, has more information on annual update requirements.

Mail your required annual update information to:

Internal Revenue Service
Ogden UT 84201

Additional information

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs, or by calling 1-800-TAX-FORM (1-800-829-3676).

Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, describes your recordkeeping, reporting, and disclosure requirements, and has important information about your responsibilities as a tax-exempt organization.

Sincerely,



Director, Exempt Organizations
Rulings and Agreements

Memorandum



Date: 09/13/22
To: Township Board
From: Handbook Review Staff & Board Members - Sara Feister, Emily Westervelt, James Porter, Libby Heiny-Cogswell, Dusty Farmer, and Cheri Bell,
Subject: Employee Handbook Reorganization

OBJECTIVE:

Board discussion of the proposed Employee Handbook reorganization following extensive review by Staff & the HR Board Work Group, with intention to consider formal Board action to adopt the Handbook amendments on 9/27.

BACKGROUND:

The Legal Department began the handbook review in November 2020. Staff then met with additional Staff to review the handbook-- the Assistant Supervisor, Fire Chief, HR, and the Legal Department. This work was then subsequently further reviewed by the HR Board Work Group. The process is finally complete. These groups met weekly to work through the handbook page by page to ensure it is up to date with current employment standards.

SUMMARY OF CHANGES:

- Sections Deleted:
 - Removed reference to obsoleted Sick Time policy section (no longer relevant)
 - Removed full time fire personnel relief driver pay section (no longer relevant)
 - Deleted all appendices (incorporated into Handbook sections)
 - Removed Part Time Employees section (incorporated into other handbook sections)
- New Policies:
 - Section 3.3: Performance Improvement Plan
 - Section 5.5: Hybrid Schedule & Remote Work
 - Section 6.5: Contagious and Infectious Disease & Bloodborne Pathogens
- Substantive Changes:
 - Section 9.2: Paid Time Off (PTO) (relates to change to accrual system, described in separate memo to Board 9/13)
 - Section 4.4: Pay in Extended Absence of Elected Official or Department Head
 - Updated amount of payment to \$150 from \$125
 - Section 9.2: PTO Payout for New Hires
 - Must work for at least 30 days to receive PTO payout if employment ends
 - Section 5.9: Release of Information Policy
 - Expanded for clarification and to meet unaddressed needs
 - Section 7.2: Computing Resources and Social Media Use
 - Revised to current standards
 - Section 8.1: Travel Expenses
 - Clarified to use the current GSA rate
 - Section 8.2: Credit Card Policy
 - Removed standalone policy & updated handbook policy per Treasurer
 - Section 4.6: Compensation for Jury Duty and Court Appearances
 - Revised to current standards
 - Section 9.3: Donated Leave
 - Removed 'directed' donations type per Federal regulations

- Added a reasonable cap to fund
- Section 9.5: Deferred Compensation
 - Handbook changes to align with updated agreements
- New Handbook Acknowledgment Form
 - All employees will sign to acknowledge new handbook
 - All employees will sign when there are handbook changes
 - All new employees will sign upon hire

Information Provided

1. Current Employee Handbook (with redlines)
2. Proposed Employee Handbook Reorganization (without redlines)

1.0 GENERAL PROVISIONS

The words and phrases defined below have the following meanings for the *Oshtemo Charter Township Employee Handbook*:

Applicant(s): ~~A~~-means person who has completed an application for employment, or promotion, with the Township to fill an available position.

At-Will or At-Will Employees- means Employees whose terms and conditions of employment with Oshtemo Charter Township are **not** governed by the terms of a Collective Bargaining Agreement. At-Will employment is terminable at the will of either the Employee or the Township at any time, with or without cause and with or without notice.

Collective Bargaining Agreement- means an agreement entered into between the Township and recognized bargaining unit. The terms of the Collective Bargaining Agreement may supersede the term of this *Employee Handbook*.

Collectively Bargained Employees- means Employees whose terms and conditions of employment with Oshtemo Charter Township are governed by the terms of a Collective Bargaining Agreement. Collectively Bargained Employees are not At-Will Employees. Collectively Bargained Employees are eligible for fringe benefits as expressed and provided by the terms of this *Employee Handbook* and/or the terms of their Collective Bargaining Agreement, as applicable, and the contract between the Township and any company through which the Township provides fringe benefits.

Computing Resources- means any Township data in any form, and the equipment used to manage, process, or store Township data, that is used in the course of executing business. This includes, but is not limited to, Township, resident, and partner data.

Contractor(s)- means any non-Employee of the Township who is contractually bound to provide some service to the Township. The term "Contractor" includes independent contractors and individuals supplied by a company to provide services to the Township through a contractual agreement. Contractors are not entitled to any Township benefits.

Credential(s)- means login, password, file access, etc. which is issued to a Township Employee, Contractor, Limited Term Worker, and/or Volunteer and which allows/restricts the Employee's, Contractor's, Limited Term Worker's, and/or Volunteer's access to any Township Computing Resource.

Customer Service Employee(s)- means an Employee who, as part of their job description, regularly answer the main phone line and greets individuals at the front counter.

Employee: ~~means all~~ means all individuals employed by the Township (whether ~~Full-time~~, ~~Part-time~~, ~~temporary~~, ~~seasonal~~ Temporary or Seasonal, or ~~Volunteer~~) including

Commented [EW1]: Added from G (called "Partners").

~~Collectively Bargained Employees and At-Will Employees. The term "Employee" excludes It does not include those individuals providing services through contractual agreement with the Township, or on an independent contractor Contractor(s), Limited Term Workers, and Volunteers. basis. Persons appointed to the Planning Commission, Zoning Board of Appeals, Building/Fire Code Board of Appeals or Board of Review are not considered employees of the Township.~~

Commented [EW2]: Added re: addition of definitions above.

Dependent- means a qualified individual covered under an Employee's Township provided insurance benefits (e.g., spouse, child, etc.).

Department Head: refers to ~~an~~ individual employed by the Township, ~~whether full-time, part-time or temporary, and~~ appointed by the Township Board to perform supervisory functions over a Township as a Department Head. Appointed Department Heads include: Assessor, Attorney, Fire Chief, ~~Maintenance~~Facilities Director, ~~Ordinance Enforcement Officer,~~ Parks Director, Planning Director, and Public Works Director.

Elected Officials: refers to the elected Supervisor, Clerk, Treasurer, and Trustees of the Township. Elected Officials, to the extent permitted under the laws of the State of Michigan, will be treated as Employees under these policies.

Employee- means all individuals employed by the Township (whether Full-Time, Part-Time, Temporary or Seasonal) including Collectively Bargained Employees and At-Will Employees. The term "Employee" excludes Contractor(s), Limited Term Workers, and Volunteers.

Employee Handbook- means the current version Oshtemo Charter Township *Employee Handbook* adopted by the Township Board. The *Employee Handbook* governs the employment relationship between Oshtemo Charter Township and its Employees, Applicants, Contractors, Limited Term Workers, and Volunteers describing the Township's personnel policies and benefits. The *Employee Handbook* supersedes any and all past handbooks, policies, procedures, understandings and/or standards written, verbal, or implied.

Exempt or Exempt Employee: means ~~A~~ Township ~~e~~Employee who, because of the Employee's ~~his/her~~ duties, responsibilities, and salary, is exempt from the overtime provision of the Michigan Minimum Wage ~~l~~aw. Exempt ~~employees~~ Employees are divided into two (2) categories:

- ~~A.~~ Executive: Elected ~~Officials~~ Supervisor, Clerk, Treasurer and Trustees.
- ~~B.~~ Professional: ~~Those persons~~ Employees whose primary duties are to perform work requiring advanced knowledge in a field of science or learning that must be customarily acquired by a long course of specialized intellectual instruction and/or a degree, license, or accreditation.

Full-Time or Full-Time Employee: ~~A means an full time employee is an e~~Employee who is normally scheduled to work a minimum of thirty-two (32) hours or more per week, ~~and is not a Contractor, a Temporary or Seasonal Employee, or Volunteer.~~ Full-~~Time E~~mployees are eligible for fringe benefits as expressed and provided by the terms of this Employee Handbook and the contract between the Township and any company through which the Township provides ~~such~~fringe benefits.

HR (Human Resources) Board Work Group~~Human Resources Committee:~~ A refers to ~~an ad hoc advisory committee to the Township Board for periodic discussion and evaluation, as the need arises, of Employee matters appointed by the Township Board for a two or four year term, which shall consist of three (3) Township Board members.~~

Incidental Personal Use- means making or receiving brief personal telephone calls and/or writing or responding to personal e-mail messages using the Township's Computing Resources.

Interactive Process- means an informal meeting between the Township and Employee designed to identify the precise limitations resulting from an illness, or injury and any potential reasonable accommodations that could overcome those limitations and allow the Employee to return to work, (either in their usual and customary position or some other type of work).

Length of Service means a period of continuous and unbroken employment with the Township, dating from the most recent date of hire. Except where contrary to state or federal regulations, if the Employee was hired through a temporary agency, the start date of employment with the Township will be the date the temporary Employee was placed on the Township payroll.

Limited Term Worker refers to an individual who work a de minimis number of hours per year and who does not receive a W-2 from the Township. (e.g., persons appointed to serve on Township committees or boards- the Planning Commission, Zoning Board of Appeals, Building/Fire Code Board of Appeals or Board of Review- and election workers). Limited Term Workers are not entitled to any Township benefits.

Minimum Qualifications- refers to the minimum hiring or promotion standards for each position established by the Township Board that must be met by an Applicant prior to placement of the Applicant in the position (e.g., education, training, licenses or certifications, and experience in other Township positions or in positions outside of the Township).

Nonexempt or Nonexempt Employee: ~~A means a Township e~~Employee who, because of ~~his/her~~the Employee's duties, ~~and~~ responsibilities, and salary, is not exempt from the

overtime provisions of the Michigan Minimum Wage Law. A ~~Non~~exempt ~~e~~Employee must receive the minimum overtime compensation as provided by state statute.

Out of District Paid On-Call or OD-POC refers to Fire Department personnel responding to emergencies, or duties as assigned by the Fire Chief, with no residency requirements. Once qualified, Out of District Paid On-Call personnel work scheduled shifts, perform duties as assigned by the Fire Chief, and do not respond to calls when not on-site at a fire station.

Paid On-Call or POC: means Fire Department personnel responding to emergencies, or duties as assigned by the Fire Chief, who are required to live in, or within one (1) mile of, the Township. Once qualified, Paid On-Call personnel work scheduled shifts and may respond to ~~responding to emergency~~ calls from off-site, ~~or~~ and perform duties as assigned by the Fire Chief.

Paid Time Off or PTO refers to hours allotted to an Employee to allow the Employee to take vacation, or other time off work (including for illnesses), while receiving their normal hourly pay. PTO may only be used as it is accrued, and in accordance with this *Employee Handbook*.

Part-Time or Part-Time Employee: ~~A part-time employee is~~ means an ~~E~~Employee who is normally scheduled to work less than thirty-two (32) hours per week. Part-Time ~~employees~~ Employees are not entitled to fringe benefits except where expressly provided by the terms of this *Employee Handbook* and/or ~~the~~ a contract between the Township and any company through which the company provides fringe benefits.

Personnel Director: ~~The~~ refers to the Township Supervisor, ~~or their~~his/her Deputy, or an Employee to whom the Township Supervisor has delegated specific responsibilities to (i.e., a specified designee) ~~with duties and responsibilities as outlined in a written memorandum to staff.~~

Qualified Health Care Professional: refers to an individual who is legally permitted scope of practice allows them to independently perform medical diagnosis and treatment within the state in which they are licensed.

Qualifying Life Event- means the birth or death of a Dependent, or the marriage, divorce, or other loss of insurance event for the Employee or a Dependent.

Resident Intern or RI- refers to Fire Department personnel who are provided dormitory housing at a Township fire station and live on-site for a one (1) year training period. Once qualified, Resident Interns will work scheduled shifts, respond to emergency calls, and perform duties as assigned by the Fire Chief.

Safety Coordinator- refers to the individual(s) designated by the Township to review safety guidelines, requirements, and compliance. The Safety Coordinator may provide safety trainings; post safety requirements and materials; and act as the point of contact for

Employees regarding Close Contacts, Forced Quarantine/Isolation, Exposure Risk, Supplemental Plans, etc.

Seasonal or Seasonal Employee- means an Employee who works for a specific length of time, not more than thirty (30) hours per week/one hundred and thirty (130) hours per month, or who works on a seasonal basis. The term “Seasonal” does not include Contractors, Limited Term Employees, or Volunteers. Seasonal Employees are not entitled to any Township benefits.

Social Media- refers to any internet-based forum, website, or application (e.g., Facebook, Next Door, Reddit, etc.) on which users can read, post, or respond to the posts of others.

Social Media- refers to any internet-based forum, website, or application (e.g., Facebook, Next Door, Reddit, etc.) on which users can read, post, or respond to the posts of others.

Temporary or Temporary Employee- means an Employee who works for a specific length of time, usually not more than one hundred twenty (120) days per year, or who works on a seasonal basis. The term “Temporary or Seasonal” does not include Contractors, Limited Term Workers, or Volunteers. Temporary or Seasonal Employees are not entitled to any Township benefits.

Township or The Township- refers to Oshtemo Charter Township, a Michigan municipal corporation.

Township Board or Board: refers to ~~the~~ Oshtemo Township Board consisting of the Elected Officials ~~selected Supervisor, Clerk, Treasurer, and Trustees.~~

User(s)- refers to any Employees, Contractors, Limited Term Workers, and/or Volunteers with Credentials and/or who use Township Computing Resources.

Volunteer:- means ~~n~~An individual working with the Township who receives no compensation or benefits for duties and services performed. Volunteers are not entitled to any Township benefits.

Revised Sec. 1.3 Exempt Para B - Effective 01/13/09

Revised Sec. 1.3 Full-Time – Effective 10/13/09

Revised Sec. 1.3 Part Time – Effective 10/13/09

Revised Section 1.3 Irregular Changed to Variable Hour – Effective 05/05/15

Revised Sec. 1.3 Temporary or Seasonal – Effective 04/28/09

Revised Sec. 1.3 Volunteer – Effective 05/05/15

Added Sec. 1.3 Personnel Director/Revised Township Administrator - Effective 02/28/17

Revised Sec. 1.3 On-Call and Volunteer – Effective 02/13/18

Revised Sec. 1.3 Elected Officials and Department Head – Effective 05/05/15

Deleted Sec. 1.3 Chief Personnel Officer - Effective 02/28/17

Revised Sec. 1.3 Employee, Elected Officials and Department Head - Effective 02/13/18

Revised Sec. 1.3 Exempt Para B – Effective 01/13/09

Revised Sec. 1.3 Exempt Para B – Effective 06/24/14

Revised Sec. 1.3 Exempt Para B Deleted – Effective 05/05/15

~~Revised Sec. 1.3 Exempt, Para C - Effective 04/28/09~~
~~Revised Sec. 1.3 Exempt, Para C - Effective 06/24/14~~
~~Revised Sec. 1.3 Exempt Para C Changed to B - Effective 05/05/15~~
~~Revised Sec. 1.3 Full-Time - Effective 10/13/09~~
~~Revised Sec. 1.3 Human Resources Committee - Effective 06/24/14~~
~~Revised Sec. 1.3 Exempt Para - Effective -04/26/16~~
~~Revised Sec. 1.3 Elected Officials and Department Head - Effective 05/05/15~~
~~Deleted Sec. 1.3 Chief Personnel Officer - Effective 02/28/17~~
~~Revised Sec. 1.3 Employee, Elected Officials and Department Head - Effective 02/13/18~~

A. Modification of Employee Handbook Terms.

~~This Handbook governs the employment relationship between Oshtemo Charter Township and its employees, describing the Township's personnel policies and benefits and providing general information. This Handbook supersedes any and all past handbooks, policies, procedures, understandings and standards written, verbal or implied. The Oshtemo Charter Township Employee Handbook does not establish a fixed term of employment. Within the limits allowed by law, this Employee Handbook, as well as any and all of the various policies, procedures, and programs outlined within may be unilaterally amended, modified or canceled by the Township. No one has authority to modify or change the Employee Handbook or any of the policies or benefits described herein except the Township Board.~~

Commented [EW3]: Definitions.

Commented [EW4]: Moved down to B.

B. Modification of At-Will Employee Status. The Employee Handbook does not establish a fixed term of employment with any Township Employee.

~~The employment between an employee and Oshtemo Charter Township is at will, which means that it is terminable at the will of either the employee or the Township at any time, with or without cause and with or without notice. No supervisor, Employee, agent or representative of the Township Oshtemo Charter Township has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation verbally or in writing which alters, amends, or contradicts the provisions of this Employee Handbook. The only Any exceptions to At-will employment are variances must be authorized in writing and signed by the Township Supervisor, with the approval of the Township Board, and the eEmployee.~~

Commented [EW5]: Did not account for collectively bargained employees.

~~Within the limits allowed by law, this Handbook, as well as any and all of the various policies, procedures and programs outlined within may be unilaterally amended, modified or canceled by Oshtemo Charter Township. No one has authority to modify or change the Handbook or any of the policies or benefits described herein except the Township Board.~~

C. Administration of Policies and Procedures. The power to interpret and administer these policies and procedures is vested in the Personnel Director.

Revised - Effective 02/28/17

D. Availability of Employee Handbook. All Township Employees and Contractors will ~~All employees, including ull time, part time, seasonal, all firefighting personnel and new employees, shall have electronic access available to them at any time on the Township's Web Server, to the Employee Handbook located on the T Drive under the heading, "Township Employee Forms Folder," a copy of the Oshtemo Charter Township Employee Handbook.~~ All new Township Employees shall sign the acknowledgement form that they have received ~~notification of the availability and location of the Employee Handbook on the T Drive and acknowledge that they and~~ have read and familiarized themselves with ~~the same~~ its contents.

Employees with any questions regarding the *Employee Handbook*, including interpretation or applicability, are directed to contact the ~~Township Supervisor as~~ Personnel Director.

All revisions to the *Employee Handbook* will be sent to all ~~employees~~ Employees electronically, ~~via e-mail or Tex.com, in the form of a memo with the attached revisions which will require each All Employees are required to promptly acknowledge receipt of the Employee Handbook revisions in the manner directed in the electronic communication.~~ Acknowledgment by an Employee is an attestation that ~~to reply electronically via e-mail or messaging system that he/she has~~ they have received, read, and are familiarized himself/herself with the *Employee Handbook* revisions ~~any changes in the Employee Handbook within seven (7) days of receipt.~~

Revised Sec. 1.2 – Effective 03/23/10
Revised Sec. 1.2 – Effective 02/13/18

E. Employee Feedback. The Township welcomes Employee's input as part of our continuing efforts to grow and meet the needs of our community. The Township has an open-door policy and Employees should feel free to bring ideas, comments, and/or concerns to the Township's attention. It is important for all Employees to work together and put the interests of the Township first so that we can continue to maintain the character of our community and provide the services that are vital to the growth and stability of the Township. Employees are encouraged to communicate their input about this *Employee Handbook*, or Township Operations, to their Department Head, or the Personnel Director, in a direct and forthright manner.

1.1 Administration of Policies and Procedures:

The power to interpret and administer these policies and procedures is vested in the Township Supervisor as Personnel Director for the Township and the Human Resources Committee.

Revised - Effective 02/28/17

Commented [EW6]: Firefighters have shifts which might mean they are not at the Township for over a week; employees on leave/PTO are not checking email, etc.

Commented [EW7]: Revised version of previous Section 6.23

Formatted: Indent: Left: 0.5", No bullets or numbering

Commented [EW8]: Now "C" above.

~~1.2~~ Availability of *Employee Handbook*:

~~All employees, including full-time, part-time, seasonal, all firefighting personnel and new employees, shall have available to them at any time on the Township's Web Server, located on the T Drive under the heading, "Township Employee Forms Folder," a copy of the *Oshtemo Charter Township Employee Handbook*. All employees shall acknowledge that they have received notification of the availability and location of the *Employee Handbook* on the T Drive and acknowledge that they have read and familiarized themselves with the same.~~

~~Employees with any questions regarding the *Employee Handbook*, including interpretation or applicability are directed to contact the Township Supervisor as Personnel Director.~~

~~All revisions to the *Employee Handbook* will be sent to all employees electronically, via e-mail or Tex.com, in the form of a memo with the attached revisions which will require each employee to reply electronically via e-mail or messaging system that he/she has received, read and familiarized himself/herself with any changes in the *Employee Handbook* within seven (7) days of receipt.~~

Revised Sec. 1.2 – Effective 03/23/10
Revised Sec. 1.2 – Effective 02/13/18

~~1.3~~ Definitions:

~~Classification of Employees:~~

~~1.4~~ Limitations Period:

~~As a condition of employment, employees agree not to commence any action, claim, or suit relating to their employment with Oshtemo Charter Township more than 182 calendar days after the date the employee knew or should have known that a claim existed or later than the applicable limitations period established by statute, whichever is less.~~

Commented [EW9]: Now "D" above.
Formatted: Indent: Left: 0.5", No bullets or numbering

Commented [EW10]: All Definitions have been moved above.

Commented [EW11]: Removed as contrary to State Court decisions.

2.0 HIRING and ScreeningPOLICY

Township Hiring practices will be in compliance with State, federal, and/or Federal local rules and Regulations.

Revised Sec. 2.0 – Effective 05/05/15

2.1 Equal Employment Opportunity Policy:

Commented [EW12]: Now Section 2.1 with 2.0 and 2.9

~~It is the policy of~~ Oshtemo Charter Township is an equal opportunity employer. It is the policy of the Township to hire the ~~job-a~~ Applicants it believes to be the best qualified for the available position. ~~Oshtemo Charter Township~~The Township, and all of its ~~e~~Employees, shall sustain and adhere to the principles of equal opportunity, in compliance with all pertinent, federal, state, and local rules, regulations, and laws governing fair employment. Employment selection and all other employment decisions are made without regard to race, color, creed, religion, national origin, sex, non-disqualifying disability or handicap, age, height, weight, veteran status, marital status, familial status, sexual orientation, gender identity, or any other reason prohibited by law.

Any ~~employee-Employee~~ who feels discriminated against shall make a complaint to the Township ~~Supervisor~~ Personnel Director or to the ~~Human Resources Committee~~ Human Resources (HR) of Oshtemo Charter Township. ~~This All~~ Employee complaints will be kept confidential to the maximum extent possible. Any ~~employee-Employee~~ found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination of employment.

Revised Sec. 2.1 – Effective 07/09/13

Size of Work Force:

The Township Board is responsible for the creation of all positions consistent with needs and budgetary limitations. The Board is responsible for initiating layoffs and ordering recalls, in accordance with the standards set forth in ~~Section 3.3 of this~~ Employee Handbook. ~~The Personnel Director shall make recommendations to the Township Board concerning the needs of the Township and the qualifications of Employees to fill those needs and, if necessary, request a budget amendment for same.~~

Commented [EW13]: Now in new Section 3.1 “SIZE OF WORKFORCE, LAYOFF AND RECALL, LENGTH OF SERVICE” with former Sec. 3.2 and 3.3

Commented [EW14]: Moved from Section 3.3– Layoff & Recall.

2.2 Residency Requirement:

Commented [EW15]: Now part of new Section 2.3 "RESIDENCY REQUIREMENTS, PHYSICAL EXAMINATIONS, AND ON-BOARDING"

All Resident Paid-On-Call Fire Department personnel must live in, or within one (1) mile of the Oshtemo Charter Township border. There is no residency requirement for Out of District POC. Resident Intern Fire Department personnel will negotiate residency. All ~~F~~Full-Time Fire Department personnel must live within twenty (20) miles of the Oshtemo Charter Township border. There is no residency requirement for other Township personnel except for ~~e~~Elected ~~o~~Officials who are required to live within the Township.

<u>Personnel Type</u>	<u>Residency Requirements</u>
<u>Elected Officials</u>	<u>Must live within the Township</u>
<u>Non-Fire Department staff</u>	<u>No residency requirement</u>
<u>Full-Time Fire Department personnel</u>	<u>No more than twenty (20) miles; See, CBA</u>
<u>Paid-On-Call (POC) Fire Department personnel</u>	<u>In, or within one (1) mile of, the Oshtemo Charter Township border</u>
<u>Out of District Paid-On-Call (OD-POC) Fire Department personnel</u>	<u>Same as Full-Time</u>
<u>Resident Intern (RI) Fire Department personnel</u>	<u>As negotiated</u>

Revised Sec.2.3 - Effective 02/09/10
Revised Sec.2.3 - Effective 02/13/18

2.3 Recruiting:

Commented [EW16]: Now part of Sec. 2.2 "RECRUITING, APPLICATIONS, SCREENING, AND INTERVIEWING"

- A. ~~The As~~ Personnel Director ~~of the Township, the Township Supervisor~~ shall be responsible for recruiting all Township personnel.
- B. In order to attract qualified ~~applicants-Applicants for full-time, part-time, seasonal and temporary openings,~~ the following posting procedures will be followed:
 - 1. Notice of the vacant, or new, position(s) will be distributed internally.
 - 2. Notice of the vacant, or new, position will be advertised to the public (e.g., via Concurrent with the public posting, positions shall be posted on the Township notice board website, advertised on-line job sites, or in a local newspaper, and if applicable, in technical or professional publications, or through academic or professional career centers).

The ~~Personnel Director Township Supervisor or his/her designee~~ shall be responsible for composing the job notices and advertisements. ~~Posted job notices shall contain the job title, job summary, minimum qualifications and the phrase statement, "Oshtemo Township is an equal opportunity employer by choice."~~ ~~Minorities are encouraged to apply.~~

Applicant records will be maintained as required by the state retention guidelines.

*Revised Sec. 2.4 - Effective 12/13/16
Revised Sec. 2.4 - Effective 02/28/17
Revised Sec. 2.4 - Effective 02/13/18*

2.4 Applications:

- A. Persons desiring employment with the Township must complete an application which ~~is will be~~ submitted to the ~~Personnel Director Township Supervisor or his/her designee~~. Applications are available through the Township Office and/or on-line.
- B. The Township reserves the right to require an ~~a~~ Applicant to provide written verification of the ~~A~~ applicant's possession of the Minimum Qualifications ~~minimum qualifications~~ required for the position ~~he or she they are~~ seeking.
- ~~C. Fire Department application forms shall be obtained at the Township Hall, or on line website applications are also available. Application forms may be accompanied by a resume, at the applicant's discretion. Applications will be reviewed by the Fire Chief and the Township Supervisor.~~

Revised Sec. 2.5 - Effective 02/13/18

Commented [EW17]: Now part of Sec. 2.2 "RECRUITING, APPLICATIONS, SCREENING, AND INTERVIEWING"

2.6 Screening:

Following the deadlines for submission of applications, the ~~Personnel Director Township Supervisor~~, (with assistance ~~in some cases~~ as applicable from Department Heads and/or Elected Officials), shall determine which ~~applicants~~ Applicants appear to meet the position's ~~Minimum~~ Qualifications as determined by the Township Board. ~~Further screening may include checking references, qualifications, criminal background checks, driving records, and verifying past employment. Applicants may be requested to show proof of any education, license, or certification, or other Minimum Qualifications minimum qualifications during the screening process. The Township may require Applicants who have received conditional offers of employment to submit to drug screen and/or background check. Some positions may require a physical examination. Current Employees with a drug screen, physical, and/or background check on file may not be required to obtain a new drug screen, physical, and/or background check.~~

Revised Sec. 2.6 - Effective 02/13/18

Commented [EW18]: Now part of Sec. 2.2 "RECRUITING, APPLICATIONS, SCREENING, AND INTERVIEWING"

2.7 Interviews:

Applicants who meet the minimum qualifications for the position may be scheduled for an in-person, or virtual, a personal interview(s). ~~If an interview is desired, the Personnel Director Township Supervisor or his/her designee will conduct any interviews with possible assistance from the applicable Department Heads, if appropriate. The interview will be conducted to further evaluate the~~

Commented [EW19]: Now part of Sec. 2.2 "RECRUITING, APPLICATIONS, SCREENING, AND INTERVIEWING"

training, experience and qualifications of the applicant in relation to the minimum qualifications for the position ~~the applicant seeks.~~ -The interview(s) may also be used to inform the ~~a~~ Applicant of the salary, benefits, organizational structure, and other relevant information about the position. -Additional personal interviews may be conducted to further narrow the candidates for a position.

Revised - Effective 12/13/2016

~~2.8~~ **Physical Examinations:**

- A. Employment with the Township is conditional upon confirmation that the ~~Applicant~~ prospective employee is physically able to perform the essential job duties as detailed in the job description, with or without reasonable accommodations.

~~For that purpose, an Applicant prospective employee~~ selected to fill a position may be required to have a medical examination given by a qualified health care professional physician designated by the Township, at the Township's expense, for the purpose of determining physical ability.

The ~~Township Supervisor~~ Personnel Director, based upon the report and/or recommendation of the qualified health care professional physician, will determine whether the ~~prospective employee~~ Applicant is physically able to perform the essential job duties as detailed in the job description, with or without reasonable accommodations.

- B. In addition to the above, all Fire Department personnel shall comply with the Fire Department's Candidate Physical Ability Test (CPAT) Health and Wellness Program as recommended and approved by the Human Resources Committee to determine whether they are physically able to perform the essential duties of the position, with or without reasonable accommodations. A physician designated by the Township at Township expense will conduct these examinations. ~~Failure to take the physical examination as prescribed and directed shall result in automatic suspension.~~

~~The Fire Chief, with the assistance of the Township Supervisor and based upon the report and/or recommendation of the physician, will determine whether the Fire Department employee is physically able to perform the essential job duties as detailed in the job description, with or without reasonable accommodations.~~

~~Continuing employment is contingent upon complying with said Program.~~

- ~~C. All applicants are required to submit to a pre-employment drug screen.~~

Commented [EW20]: Now part of new Section 2.3 "RESIDENCY REQUIREMENTS, PHYSICAL EXAMINATIONS, AND ON-BOARDING"

Commented [EW21]: This is already covered in "Screening".

Revised Sec. 2.8, ¶ A & B - Effective: 9/9/14

2.9 Hiring Authority:

- A. It is the responsibility of the ~~Personnel Director~~~~Township Supervisor~~ to make recommendations to the Township Board concerning the hiring of the Department Heads. The Township Board will, at its discretion, confirm the appointment of ~~candidates~~~~Applicants~~ to these positions. ~~All~~ other Township ~~e~~Employees can be hired by the Personnel Director, but only with the concurrence of the ~~employee's~~~~Applicant's prospective~~ Department Head.
- B. The Personnel Director shall take steps to assure that the hiring procedure is in accordance with equal employment opportunity guidelines, applicable state, federal, and local ~~the~~ laws and regulations, and the Township's hiring policies.

*Revised - Effective 09/15/15
Revised - Effective 02/28/17*

Commented [EW22]: Now Section 2.1 with 2.0 and 2.1

2.10 (Reserved)

2.11 Personnel File Records:

- A. ~~The Personnel Director shall create and maintain Aa personnel~~~~Personnel file~~~~File (in physical or electronic format) shall be maintained~~ for each ~~employee~~~~Employee~~ containing information necessary for effective personnel administration and as required by law. Applicant records will be maintained as required by the state retention guidelines. A Personnel File ~~personnel file shall~~~~may contain~~include, but is not limited to: application or resumé, beneficiary information, benefit documents, new hire reports, disciplinary history, commendations, records of training, ~~doctors'~~ notes from qualified health care professionals for sick leave, background check and drug screening results, performance reviews, records of ~~pre-employment~~ physical examinations and any other physical examination required for employment purposes, record of positions held, record of leaves, information required for insurance purposes, and retirement information.
- B. Employees ~~should promptly~~~~are requested to~~ notify the Personnel Director ~~or his/her designee~~ of any changes in their dependent status, ~~(e.g., i.e.:~~ marriage, birth of children, divorce, death, etc.), their address, and the address and telephone number of a person to notify in case of an emergency. Employees must make notifications within fivethirty (530) workingcalendar days after such events~~change~~ occurs.

Commented [EW23]: Now new Section 2.4 "Personnel Files"

Commented [EW24]: Now Definition "Personnel File" in the new Section 2.4

Commented [EW25]: Moved to Section 9 "Benefits"

- C. ~~The personnel files are maintained by the Personnel Director or his/her designee.~~
- ~~DC.~~ Access to Personnel Files ~~personnel files~~ is restricted. ~~Upon written request, employees~~ Employees are will be given the opportunity to periodically review their own Personnel File ~~personnel files~~ in accordance with state statutes. ~~Employees shall receive copies of any additions to their Personnel File files.~~ ~~Information contained in the eEmployee's personnel file will be released to others only upon the eEmployee's written authorization or as otherwise~~ required or provided by law or court order.
- ~~ED.~~ Physical copies of Personnel fFiles may not be removed from the Township office. Electronic Personnel File records shall be accessed securely, and access shall be limited to the Personnel Director.
- ~~FE.~~ Individual pPersonnel Ffiles shall be kept for at least six (6) years after termination of employment, or as otherwise provided by state statute or retention requirements.

Revised Sec. 2.11- Effective 02/28/17

Revised Sec. 2.11- Effective 02/13/18

~~2.12 Release of HIPAA Protected Information~~

Commented [EW26]: Now in Section 5.9- Release of Information

3.0 EMPLOYMENT (TERMS, DISCIPLINE, AND TERMINATION)EMPLOYMENT

3.12.5 On-BoardingOrientation:

- A. On, or Bbefore, the first day of employment, all Eemployees shall complete and submit the necessary employment forms, physical examinations, and/or other requirements for their position.
- B. During the Employee's first shift, Tthe Personnel Director or his/her designee will review general work rules and policies with the Eemployee. Each new Eemployee will review the Oshtemo Charter Township Employee Handbook and sign the acknowledgement form a statement indicating that he or she has they have received a copy and has have read it and understood it. -Any questions regarding the Township's personnel policies and procedures will be answered at this time.

Revised Sec. 3.1- Effective 02/13/18

3.2 Length of Service:

If, for any reason, it is necessary to determine the Length of sService of an Eemployee, the following standards will apply (unless otherwise modified by a Collective Bargaining Agreement):

- A. Length of service is a period of continuous and unbroken employment with the Township, dating from the most recent date of hire. If the employee was hired through a temporary agency, the start date of employment with the Township will be the date the temporary employee was placed on the Township payroll.
- B. Employees on a an approved leave of absence without pay will not accrue any seniority during the period of the leave of absence, but will. They will, however, retain any previously accrued length Length of sService.
- C. Employees may lose their length Length of sService for the following reasons:
 - 1. Termination from employment (including, resignation, discharge, and/or retirement).
Resignation.
 - 2. Discharge.

Commented [EW27]: Chapters 3, 7, and former Appx G are being combined into the new Chapter 3- covering terms of Employment, Discipline, and Termination.

Commented [EW28]: Now part of new Section 2.3 "RESIDENCY REQUIREMENTS, PHYSICAL EXAMINATIONS, AND ON-BOARDING"

Commented [EW29]: Now in new Section 3.1 "SIZE OF WORKFORCE, LAYOFF AND RECALL, LENGTH OF SERVICE" with former Sec. 2.2 and 3.3

Commented [EW30]: Now in Section 1 Definitions.

~~3. Retirement.~~

4. Being absent from work for three (3) or more working days without Township approval.
5. Failure to return to work within three (3) working days at the expiration of an approved leave of absence.
- ~~6. Failure to return to work within three (3) working days or~~ after notice of recall from a layoff.

3.3 Layoff and Recall:

If the need ever arises, Township Employees shall be laid off according to the Township's determination of its needs and the qualifications of the employee to fill those needs. -Recalls will be implemented with the same considerations.

~~The Township Supervisor shall make recommendations to the Township Board concerning the needs of the Township and the qualifications of employees to fill those needs.~~

Commented [EW31]: Now in new Section 3.1 "SIZE OF WORKFORCE, LAYOFF AND RECALL, LENGTH OF SERVICE" with former Sec. 2.2 and 3.2

Commented [EW32]: Moved to "Size of Workforce"

3.4 Promotions:

Internal promotions shall be made in the same manner as new hires under the hiring-Recruiting, Applications, Screening, and Interviews policy, ~~Section 2~~ of this Employee Handbook.

Commented [EW33]: Now new Section 3.2- PERFORMANCE REVIEWS, PROMOTIONS, COMMENDATIONS, AND PEER RECOGNITION

3.5 Periodic Performance Review:

~~Employees, including Department Heads, shall receive written performance reviews annually in accordance with the Township's "Performance Review Procedure". The written record of the review shall be placed in the Employee's Personnel File. Employees, including Department Heads, shall receive performance reviews periodically. The review will be given by the employee's Immediate Supervisor and by the Personnel Director, and a written record of the review shall be placed in the employee's personnel file. The performance review~~

Commented [EW34]: Now new Section 3.2- PERFORMANCE REVIEWS, PROMOTIONS, COMMENDATIONS, AND PEER RECOGNITION

~~procedure for full time fire personnel, including the Fire Chief, shall be the same as with other Township employees.~~

Revised - Effective 09/09/14
Revised - Effective 02/28/17

APPENDIX H:

3.3 Employee Discipline Policy

GUIDELINES REGARDING EMPLOYEE MISCONDUCT:

Purpose- The purpose of this section is to clearly define the policy for discipline to ensure consistent enforcement and equal treatment of Employees.

Scope- All Township Employees.

Issuing Authority- means the individual, or individuals, empowered to take disciplinary action against an Employee under this policy.

A. General Guidelines and Considerations. Township Employees are in the unique position of being the face of the Township for the community. Please remember that citizens and fellow Employees are often able to hear private conversations. Employees will conduct themselves professionally at all times as conversations and actions are being heard and observed by our residents and/or fellow Employees.

Commented [EW1]: This was (z) in the original. The subcommittee determined it should be part of the "purpose" or a "general" section for this policy.

Gossip, rumors, negativity, hostility, and similarly counter-productive conduct and comments have no place in the workplace and have a negative impact on Employees' morale and productivity..

It is the policy of the Township to work constructively with Employees, where possible, to facilitate Employee improvement and education through disciplinary action, rather than to punish Employees for minor mistakes and infractions. The Township will, where circumstances allow, use disciplinary actions to determine the root cause of issues, correct misunderstandings about policies and procedures, and assist Employees in improving their productivity.

Commented [EW2]: Added per Libby's 03/02/22 notes.

B. Right to Take Disciplinary Action Purpose.

~~Oshtemo Charter~~ The Township ~~through its Employee Handbook, through its Guidelines,~~ has established regulations and procedures concerning ~~employee~~ Employee conduct which are deemed necessary to ensure the orderly, effective, and efficient operation of Township business. ~~Although~~ The Township retains its right to terminate the employment of any ~~At-Will~~ individual at any time, with or without cause. ~~At the sole discretion of the Township,~~ there may be times, in the discretion of the Township, when the orderly, effective, and efficient operation of the Township is served by such action, the Township may invoke ~~ing~~ other disciplinary actions, less than termination, when an ~~employee~~ Employee violates these

Commented [EW3]: Libby highlighted, discussion?

~~terms of this *Employee Handbook* regulations or procedures.~~ The type and severity of the disciplinary action will be within the Township's discretion.

1. Additional Rules. Subject to Township Board approval, or the terms of a Collective Bargaining Agreement or contract, additional specific rules, regulations, and/or standard operating procedures may apply to Employees working in a particular department or job classification. All departmental rules shall be disseminated in the same manner as this *Employee Handbook*.

2. Conduct Subject to Disciplinary Action. The following are (non-exclusive) ~~E~~examples of ~~employee~~ conduct which could result in disciplinary action:

~~The following examples are not intended to be all-inclusive. Further, subject to Township Board approval, a department may have additional specific departmental rules and/or regulations which are applicable to employees working in that department. All departmental rules shall be disseminated in the same manner as the *Oshtemo Charter Township Employee Handbook*.~~

a. ~~Violation of the rules policies and procedures set forth (and/or referenced in) these~~ *Employee Handbook* ~~Guidelines~~

b. ~~and/or~~ ~~Violation of Board approved departmental rules, or regulations, or standard operating procedures.~~

d. ~~Violation of the rules or terms of a Collective Bargaining Agreement- subject to any proscribed appeal, grievance, or other procedures therein.~~

b.c. ~~Theft of property belonging to another Employee, Contractor, Volunteer, Limited Term Worker, the Township, or any visitors.~~

e.f. ~~False statement(s) on the an employment application, or application or giving false information at the time of employment (e.g., at the time of interview for the position, upon accepting employment, etc.).~~

e.g. ~~Inappropriate moral conduct or indecent behavior on Township premises, or while working on Township business "in the field", affecting the Township or its Employees, Contractors, Volunteers, Limited Term Workers, residents, or visitors which may lead to legal action being taken against the Township.~~

Commented [EW4]: Added per Libby.

e.h. Conviction of a felony.

f.i. ~~Fighting~~Physical altercations with another Employee, Contractor, Volunteer, Limited Term Worker, or visitor; horseplay or scuffling where there is a potential for injury or property damage.

g.j. ~~Drinking of any alcoholic beverages, smoking of marijuana or consumption of marijuana edibles, or the sale, distribution, or use of illicit or illegal drugs on Township premises. This includes reporting for work under the influence of alcoholic beverages or illicit or illegal~~

~~drugs.~~

Commented [EW5]: We originally had "violation of the Prohibited Behavior" policy on the subcommittee redline, but, (a) is violation of policies- do we want to repeat? the list is already really long.

~~h.l.~~ k. Gross negligence ~~of duty.~~

l. Falsification of Township records and/or reports.

~~m. Excessive absenteeism, or excessive tardiness. Absence for three (3) consecutive work days, or three (3) consecutive scheduled shifts, without approval of the Employee's immediate supervisor, Department Head, and/or the Personnel Director will be considered excessive. Absence for three (3) consecutive work days/workdays without approval of the Immediate Supervisor and Personnel Director of the Township.~~

APPENDIX H

n. Insubordination; failure to perform duties in the manner prescribed or refusal to carry out instructions from ~~the Employee's Immediate Supervisor, Department Head, or the Personnel Director;~~ failure to accept work schedule as assigned.

~~o. Doing any kind of work for personal, monetary gain while on sick leave.~~

Commented [EW6]: Removed because "sick Leave" no longer exists, and covered by CBA.

p. Falsification of reason when applying for a leave ~~of absence.~~

q. ~~A W~~illful, deliberate, or continued violation of, or disregard ~~of~~for, safety practices.

r. ~~A W~~illful misuse, abuse, ~~wastewaste,~~ or destruction of Township property.

~~s. Horseplay or scuffling where there is a potential for injury or property damage.~~

Commented [EW7]: combined with (i) above.

~~Abusive language to the public.~~

Commented [EW8]: This is covered by the "Prohibited Behavior" policy.

~~t. Sleeping during working hours. (This provision does not apply to all except as allowed for Fire Department personnel.)~~

~~u. Hlegal e~~Gambling on Township premises.

~~v. Departing the Employee's regularly scheduled/regularly -scheduled place of work without notification to their immediate Ssupervisor, unless for job-related reasons or an emergency.~~

~~a. Excessive absenteeism, or excessive tardiness.~~

Commented [EW9]: Combined with (m)

~~w. Release of confidential, sensitive, or personally identifiable information (subject to Whistleblower protections).~~

Commented [EW10]: Highlighted by Libby, for discussion?

~~x. Unsatisfactory job performance as determined by the Employee's Department Head or Immediate Ssupervisor and Personnel Director.~~

~~y. Carrying illegal weapons (as defined under Michigan law) on duty/at work.~~

~~b. Violation of departmental standard operating procedures in the case of Fire Department~~

personnel, including the Fire Chief.

C. Disciplinary Actions. When a violation of Township policy is alleged, the Employee will be spoken to by the Issuing Authority who will explain/advise the Employee of the alleged violation and provide the Employee an opportunity to explain their position. An Employee may be disciplined by the Personnel Director, HR/Benefit Coordinator, their immediate supervisor, their Department Head, and/or the Township Board (as applicable in the circumstances). The Township may, at its discretion, invoke one (1) or more of the following disciplinary actions:

Commented [EW11]: Combined with (c), but removed reference to "Fire Chief" as seems this would apply to all Department Heads as employees.

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Commented [EW12]: Added re: Libby comment about who will be responsible for discipline- for discussion. Could add to definition of "Issuing Authority".

<u>Action</u>	<u>Issuing Authority</u>	<u>Documentation</u>
<u>Verbal Warning</u>	<u>Personnel Director, HR/Benefit Coordinator, their immediate supervisor, their Department Head, and/or the Township Board</u>	<u>"Verbal Warning" form (signed by Issuing Authority, and Employee) and sent to Personnel Director</u>
<u>Written Reprimand</u>	<u>Personnel Director, HR/Benefit Coordinator, their immediate supervisor, their Department Head, and/or the Township Board</u>	<u>"Written Reprimand" form (signed by Issuing Authority, and Employee) and sent to Personnel Director</u>
<u>Suspension</u>		<u>"Suspension Notice" form (signed by Issuing Authority, and Employee) and sent to Personnel Director</u>
<u>Termination</u>	<u>Personnel Director, HR/Benefit Coordinator, their immediate supervisor, their Department Head, and/or the Township Board</u>	<u>"Termination" form (signed by Issuing Authority, and Employee) and sent to Personnel Director</u>

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1. Verbal Warning. A verbal warning is an orally delivered reprimand for a violation of Township policy. ~~It~~ ~~is~~ ~~a~~ ~~verbal~~ ~~warning~~ ~~that~~ ~~may~~ ~~be~~ ~~issued~~ ~~by~~ ~~the~~ ~~Personnel~~ ~~Director,~~ ~~HR/Benefit~~ ~~Coordinator,~~ ~~immediate~~ ~~supervisor,~~ ~~and/or~~ ~~Department~~ ~~Head~~ ~~who~~ ~~will~~ ~~advise~~ ~~the~~ ~~employee~~ ~~Employee~~ ~~of~~ ~~the~~ ~~alleged~~ ~~violation.~~

Commented [EW13]: Note from Libby- "Performance"?

~~(2) The employee Employee will be given an opportunity to explain his/her their position.~~

If, after discussion with the ~~employee~~ Employee, the ~~Issuing Authority~~ ~~Personnel~~ ~~Director~~ ~~and/or~~ ~~Department~~ ~~Head~~ finds that the violation did occur and is unexcused, ~~he/she/they~~ shall complete the "Verbal Warning" form ~~prepare a memo to~~ documenting the discussion. ~~The employee Employee will be given the opportunity~~ sign the complete "Verbal Warning" form ~~memo~~ acknowledging its receipt. ~~If the Employee refuses to sign the "Verbal Warning" form, the Issuing Authority will indicate such on the form, and initial it; and~~ a copy will be placed in ~~their employee's~~ personnel file.

Commented [EW14]: Will the employee be permitted to offer a rebuttal if s/he does not agree with the way the conversation is characterized? What if the employee refuses to sign?

2. **Written Reprimand.** A written reprimand is a notice of violation of Township policy that is provided to the Employee in writing. If the Issuing Authority

~~(1) The Township Personnel Director and/or Department Head will advise the employee of the violation.~~

~~(2) The employee will be given the opportunity to explain his or her position.~~

~~(3) The Personnel Director and/or Department Head determines that a violation did occur and is unexcused, he/she/they will shall prepare a letter of reprimand the "Written Reprimand" form that. This letter will outlines the offense(s), and all verbal warnings, if any, prior to this incident. The Issuing Authority will then provide the "Written Reprimand" form to the Employee for a discussion with the employee regarding the offense(s), and all verbal warnings, if any, prior to this incident. The Employee employee will be given the opportunity to review the completed "Written Reprimand" form, provide a rebuttal (if applicable), and sign the letter of reprimand to acknowledge receipt, and a If the Employee refuses to sign the "Written Reprimand" form, the Issuing Authority will indicate such on the form, and initial it; a copy will be placed in their employee's personnel file.~~

3. **Suspension.** A suspension is a temporary removal of an Employee from performing their work duties. Suspension may be paid (for investigative purpose) or unpaid (as a disciplinary measure). If the Issuing Authority

~~(1) The Personnel Director and Department Head will advise the employee of the offense.~~

~~(2) The Personnel Director and Department Head will give the employee an opportunity to present his or her position with regard to regarding the offense.~~

~~If the Personnel Director and Department Head determines that the offense was, in fact, committed and is unexcused, he/she/they shall will prepare a letter of the "Suspension Notice" form, that outlines the offense(s), all verbal warnings and/or written reprimands, if any, prior to this incident the discussion with the~~

~~employee, the start date of suspension, length of the suspension, and the form of suspension (i.e., paid or unpaid) and disciplinary actions, if any, taken prior to this action.~~

~~The Issuing Authority will then provide the "Suspension Notice" form to the Employee. The letter of suspension shall be delivered to the employee for a discussion regarding the offense(s) and suspension. The Employee will be given the opportunity to review the "Suspension Notice" provide a rebuttal (if applicable), and sign to acknowledge receipt. If the Employee refuses to sign the "Suspension Notice" form, the Issuing Authority will indicate such on the form, and initial it; a copy will be placed in their personnel file.~~

~~The employee shall sign the letter acknowledging receipt and a copy will be placed in the employee's personnel file.~~

~~A suspension will be for a defined period as provided in the "Suspension Notice". The employee will be suspended for a defined period of time.~~

- ~~(3) Depending on the seriousness of the infraction, the Employee employee may be suspended without pay in full-day, or eight (8) hour, increments consistent with federal, state and local wage and hour employment laws. Non-Exempt eEmployees may not substitute, or use, Paid Time Off (PTO) in lieu of pay for anthe unpaid suspension. In compliance with the Fair Labor Standards Act (FLSA), unpaid suspension of Exempt eEmployees is reserved for serious workplace safety or conduct issues. HR will provide guidance to ensure that the discipline is administered without jeopardizing the FLSA exemption status. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.~~

- ~~(1) 4. **Discharge Termination.** (complete the form for Discharge): Termination refers to an involuntary termination as provided in this~~

~~Discharge shall take place in accordance with Section 7.0 of the Oshtemo Charter Township Employee Handbook and guidelines as set forth below. If the Issuing Authority~~

- ~~(4) The Personnel Director and Department Head will advise the employee of the offense.~~

- ~~(5) The Personnel Director and Department Head will provide the~~

Commented [EW15]: Either we have two types, or we don't; this seems to confuse the issue of "paid: for investigation" or "unpaid: for discipline".

<https://www.hg.org/legal-articles/suspension-from-work-without-pay-19922>

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Commented [SF16]: Still relevant?

Commented [EW17R16]: No. Section 3 now and changing to "Termination" to match that section.

~~employee with an opportunity to present his or her position with regard to regarding the offense.~~

(6) —

APPENDIX H

~~If the Personnel Director and Department Head determines that the a violation did occur and is unexcused, they shall prepare a "Termination" form that outlines the offense(s), and any prior disciplinary actions prior to this incident. The Issuing Authority will then provide the "Termination" form to the Employee for a discussion regarding the offense(s), outline the offenses, the effective date of the termination, and any other information related the terms of the Employee's involuntary discharge from the Township. The Employee will be given the opportunity to review the completed "Termination" form, provide a rebuttal (or comments), and sign to acknowledge receipt. If the Employee refuses to sign the "Termination" form, the Issuing Authority will indicate such on the form, and initial it; a copy will be placed in their personnel file.~~

~~—employee committed the offense, it is unexcused and it requires discharge, he or she will prepare a letter of discharge. The letter will contain an outline of the offense, the discussion with the employee, the specific action to be taken, the effective date of the action, and~~

Commented [EW18]: Note from Libby:

"If warranted, allow the employee to resign as an alternative to dismissal."

For discussion: If adding, probably be best in "D" below.

~~disciplinary actions taken, if any, prior to this offense.~~

~~The Personnel Director and Department Head shall deliver a copy of the letter to the employee. The employee will sign a copy of the letter acknowledging receipt, and a copy will be placed in the employee's personnel file. The eEmployee will be terminated in accordance with the terms of the "Termination Notice" effective date in the letter.~~

D. Progressive Discipline. If the Township chooses to use the preceding disciplinary procedures outlined in this policy, it will attempt to do so in a progressive order (i.e., commencing with a verbal warning and ending with discharge). However, ~~the Township retains the discretion~~there may be times, in the Township's discretion, that where the circumstances dictate, employee's conduct warrants to proceed to a higher level of disciplinary action without ~~the benefit of~~ progressing through the lower levels first.

~~If the employee is not satisfied with the disciplinary action taken or procedures used, the employee may appeal the decision as outlined below.~~

E. Appeal Procedures: Employees subject to disciplinary action under this policy may appeal the decision for ~~If the employee is not satisfied with the disciplinary action taken or procedures used, the employee may appeal the decision as outlined below.~~

Scope:

~~Employees may use the following procedures to appeal disciplinary actions or procedures invoked under Section C.1., Subsection e. Suspension or Subsection d. Discharge, to present and settle disputes concerning administration, to obtain an interpretation of Township personnel policies and procedures not involving disciplinary actions, and to resolve other work related problems.~~

Commented [EW19]: This did not make sense.

1. At-Will Employees. ~~At-Will eEmployees and/or Contractors may submit a request for appeal a disciplinary action in writing to the Human Resources Board Work Group Committee by submitting a written the. The request for appeal must be submitted in to the Personnel Director writing within ten (10) working days of the disciplinary action to the Personnel Director.~~ The Human Resources Board Work Group Committee will have fifteen (15).

Commented [EW20]: Changed to "HR Board Work Group" from "HR Committee"

APPENDIX H

working days in which to ~~give the employee~~provide a written response or convene a hearing regarding the matter.

The Human Resources ~~Board Work Group~~Committee has the authority to reverse in whole or in part, or affirm, the disciplinary action decision given by the Issuing Authority of the Personnel Director and/or Department Head.

2. **Collectively Bargained Employees/Contractors.** The procedures for appealing a disciplinary action for a Contractor or Collectively Bargained Employee will be set forth in the contract governing their employment with the Township.

APPENDIX H

Revised Appendix H, ¶D.1.a & b. – Effective 02/28/17

7.3C. Retirement:

Employees who are nearing retirement should notify the Personnel Director of their plans as soon possible, but in any event, at least thirty (30) days before the intended effective date where possible.

- A. Retirement and pension information is available from the Personnel Director ~~Township Supervisor.~~
- ~~B. Employees who are nearing retirement should notify the Personnel Director.~~
- ~~C. Because insurance provisions change at age sixty five (65) employees must notify the Township Clerk at least thirty (30) days prior to their sixty fifth (65th) birthday.~~

Revised - Effective 02/28/17

7.5D. Exit Interview:

- ~~A. In order to document the reasons for turnover, with the Township may request that each terminating employee will participate in meet with the Personnel Director for an Exit Interview. The employee may, at his/her discretion, also meet with the Human Resources Committee as part of the Exit Interview. During this Interview, the employee will be given the opportunity to discuss the reasons or circumstances for the termination. The Exit Interview form will be completed and filed in the employee's personnel file. If an employee does not wish to give a reason for leaving, that fact will be noted on the form.~~

BE. Return of Township Equipment.

All terminating Employees shall make arrangements with their immediate supervisor, Department Head, or Human Resources to return all Township Any property on or before their separation date belonging to the Township will be turned in at the time of the Exit Interview.

Revised - Effective 02/28/17

4.0 COMPENSATION

4.1 Minimum Wage, Hours Worked, Lunch Period, Overtime, and Closure for Inclement Weather Standard Work Day:

4.4 A. Minimum Wage Law:

The Township complies with the Minimum Wage Law in compensating all

A. ~~The~~ Employees. The Minimum Wage Law sets minimum wage and overtime compensation for all Nonexempt Township employees; Exempt Employees ~~except those who hold positions which~~ are exempt from the overtime provisions of the Minimum Wage Law.

Commented [EW35]: Definition "Minimum Wage Law" in New Section 4.1

B. Nonexempt ~~employees~~ Employees will be paid at least the current ~~prescribed~~ minimum hourly wage prescribed by the Minimum Wage Law, and will be paid at least the minimum compensational requirement for any overtime in accordance with the Minimum Wage Law.

Commented [EW36]: moved to Overtime.

B. HOURS OF WORK

Employees must record all hours worked on their timesheet. Hours recorded on timesheets are the sole basis of calculating hours worked and compensation owed, to Nonexempt Employees.

The working office hours for the Oshtemo Charter Township Offices² ~~normal business hours~~ are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Township Employees will work the hours assigned and approved by their Department Head, other than Fire Department personnel and part time employees or elected officials, shall be present during the normal business hours. Township Employees may work remotely in accordance the terms of this Employee Handbook. Fire personnel shall work in accordance with the schedule as determined by the Fire Chief with the approval of the Personnel Director.

Commented [EW37]: Revised to reduce repetition, simplify, and avoid carve-outs for specific departments/employee types.

3. Customer Service Hours. Monday through Thursday 8:00 a.m. to 5:00 p.m. and Friday 8:00 a.m. to 1:00 p.m. The office is closed for lunch from 1:00 p.m to 2:00 p.m.

4. Changes to Office or Customer Service Hours. The Board may approve temporary (e.g., summer/winter hours), or permanent, changes to these customer service or office hours. The Township Supervisor, Clerk, and Treasurer shall communicate and make decisions regarding closing the office for periodic staff training, emergency situations, or other needs.

Revised - Effective 12/13/16

4.2 C. Lunch Period:

Full-Time and Part-Time office ~~employees~~ and maintenance ~~employees~~ Employees are allowed a one (1)-hour, unpaid, lunch period for every eight (8) hours worked. ~~The times of such lunch periods shall be staggered to allow the Township Hall to remain open during the noon hour. This section may not apply to all Fire Department personnel.~~

4.5 Overtime:

Overtime for Nonexempt employees-Employees will be paid for work over forty (40) hours per week and shall be at one and one-half (1½) times the ~~employee's~~ Employee's regular hourly rate of pay. ~~Overtime must be recorded on the Nonexempt Employee's time sheet and authorized in advance in writing by the employee's-Employee's Immediate Supervisor, and a Township Official. No employee-Employee shall work overtime except as authorized pursuant to this Sectionsection. An employee violating this Section shall be subject to discipline.~~

E. Inclement Weather and Office Closure/Delay. When inclement weather occurs, it is the responsibility of the Elected Officials to consider the safety and well-being of the Township's Employees.

1. Closure/Delay Determination. If inclement weather should occur during office hours, the Township Supervisor, Clerk, or Treasurer shall have the authority to close the office and send non-essential Employees home to work remotely. The decision will be made by joint discussion by Elected Officials.

2. Notification of Closure/Delay. If inclement weather should occur before or during office hours, the Township Supervisor, Clerk, and Treasurer shall communicate and make a decision regarding delaying the opening of, or closing, the office. If a decision is made to delay opening, or close the office, Employees will be notified in accordance with current Township protocols. The Township shall notify local radio and television stations of the status of the office for the day. Employees should enroll in this automated system to receive the office closure notifications in the format of their preference. The Township will make every attempt to notify Employees by 6:30AM if there is a delay or an office closure.

3. Effect of Closure/Delay. Unless otherwise stated, if the office is closed for the day, or balance of the day, Employees that have the equipment to and are able to work remotely shall work remotely. If the office opening is

delayed, internal meetings scheduled for the remainder of that day will be held as scheduled. If the office is closed, subsequent external & public meetings scheduled for that day shall be cancelled.

- 4. Reporting to Work During Office Closure.** Non-essential personnel who are scheduled to work and cannot report to work due to inclement weather shall work remotely. All personnel designated as “essential” to Township operations by their Immediate Supervisor and/or an Elected Official must report to work during an office closure.
- 5. Working from Home During Closure.** Employees shall discuss with their Immediate Supervisor to identify remote work tasks to have a productive workday during an office closure. Employees who chose not to work remotely when so authorized, or requested, must use PTO to cover their missed work time, or not be paid for the time the office is closed. Failure to perform remote work, or use PTO time for the absence, may result in disciplinary action for an unexcused absence as provided in this *Employee Handbook*.

Revised Sec. 4.6 - Effective 06/14/11

Revised Sec. 4.6 - Effective 02/13/18

4.3 **Absence:**

- A. Employees are expected to be conscientious about reporting for work on time and recording PTO. An ~~employee~~-Employee is considered absent if ~~they~~he or she is ~~is~~ are not present for work during ~~their~~the prescribed work hours.
- B. An absence may be excused or unexcused.
- C. If the ~~Township Supervisor~~Personnel Director determines that the ~~employee's~~-Employee's absence is due to illness, injury, or some other reasonable cause, the absence ~~is~~may be excused, and the ~~employee's~~-Employee's time of absence will be charged to an appropriate leave, ~~if there is accumulated unused leave time available.~~
- D. If the ~~Personnel Director~~ ~~Township Supervisor~~ determines that ~~the a~~ Nonexempt employee's-Employee's absence is unexcused, the ~~employee~~-Employee will not be paid for the time not worked, unless they take PTO.
- E. If an ~~employee~~-Employee is absent for three (3) consecutive days without notifying the Township, such absence shall be considered a voluntary resignation, unless the absence is due to extenuating circumstances beyond the control of the ~~employee~~-Employee and the ~~employee's~~-Employee's excuse is acceptable to the ~~Personnel Director~~Township Supervisor.
- F. Excessive absenteeism, which interferes with completion of job duties, or Departmental functioning, will not be tolerated.
- G. An ~~employee~~- office or maintenance Employee who is not able to report for work due to illness, injury, or any other reason shall be expected to notify ~~a Township Official~~ their immediate supervisor by 8: ~~at least~~ 15 ~~a~~ minutes before their scheduled shift time. ~~In the case of a Fire Department~~ employee-Employees scheduled to work other than the normal Township business hours, ~~he or she~~ shall notify their immediate supervisor ~~Fire Department Officer in Charge~~ no later than thirty (30) minutes prior to ~~his or her~~their scheduled work hours.
- H. If an ~~employee~~-Employee is absent for more than one (1) day, ~~he or she~~ they ~~are~~ shall be expected to ~~call in~~ inform their immediate supervisor, the Personnel Director, or Department Head each day that ~~he or she~~ they are ~~is~~ absent, unless the ~~employee~~-Employee is on an approved leave for a specified period of time.

Commented [EW38]: Presumes all employees will work 8-5; revised to reflect non-standard shift Employees.

Revised Sec. 4.3 - Effective 02/28/17
Revised Sec. 4.3 - Effective 02/13/18

5.0 — COMPENSATION

5.14.2 Payroll Procedures:

A. The Township shall issue payroll as follows: Paid On-Call Fire Department Employees (who shall be paid every twenty-eight (28) days for their services, Limited Term Workers (who shall be paid as agreed with the Township; for all other Township Employees Payroll periods are biweekly, with all employees paid on Wednesday, except that all full time firefighting/rescue employees shall be paid every twenty-eight (28) days for their servicesand).

B.-Payroll deductions are made as required by federal and state law, Employee benefit payments, voluntary retirement contributions, or by court order. -Other deductions may be made at the request of an ~~employee~~ Employee for reasonable purposes, ~~if approved~~and will be processed by the ~~Township Clerk~~HR/Benefit Coordinator. -A copy of any court order requiring a deduction will be placed in the ~~employee's~~ Employee's personnel file as a record of the basis for the payroll deduction.

5.2C. Payroll-Related Problems:

Should ~~an employee have a~~Any problems concerning the payroll procedure should be referred to the Township Clerk; problems or regarding~~er~~ the computation of ~~their~~his or her paycheck, or deductions, shall be referred to the employee shall inform the Township ClerkHR/Benefit Coordinator. The Township Clerk will inform the employee of the correct procedure to follow;

Commented [EW39]: Changed per the Clerk as Payroll issues go through HR now.

54.4 Deputy or Assistant's Pay in Extended Absence of Elected Official or Department Head:

In the case of the extended absence of any ~~e~~Elected ~~e~~Official or Department Head, when an ~~an deputy or~~ Employeeassistant—assumes the duties and responsibilities of the Elected Official or Department Head, at the direction of the Personnel Director, he or shethey shall receive additional compensation. -The amount of additional compensation is to be determined by the Township Supervisor, subject to the approval of the Township Board. -(The amount of additional compensation in 2021 in 2005 was will be one hundred ~~twenty five~~ fifty dollars (\$1250.00) per week, adjusted, as needed. -This amount should serve as a base line for future adjustment.)

5.5 Full-Time Fire Personnel Relief Driver Pay:

~~Full-time fire personnel shall receive Relief Driver pay based upon their established position with the Department while assigned as a Relief Driver. Officers shall receive Officer's Relief Driver pay, and non-officers shall receive regular Relief Driver pay.~~

Revised Sec. 5.5 – Effective 5/13/08

Revised Sec. 5.5 – Effective 2/8/11

4.5-6 Relief Time:

Purpose: The purpose of this section is to outline the procedures surrounding "Relief Time" which is intended to provide some relief and schedule flexibility for additional time worked beyond eighty (80) hours per pay period by Exempt Employees. Relief Time allows Exempt Employees to deviate from their normally scheduled hours to make up for the additional time worked during a pay period (when the Employee is unable to vary their schedule during the pay period) and use the time later.

Scope: Exempt Employees, as defined by the Fair Labor Standards Act, shall be allowed Relief Time as provided under this section. Nonexempt Employees cannot use Relief Time and shall be paid time and a half (1 ½) for all overtime in accordance with the Fair Labor Standards Act. Relief Time is not PTO; remaining unused Relief Time will not be paid out upon termination of employment.

Definition: “Relief Time” refers to an Exempt Employee’s ability to adjust their schedule in consideration for time worked in addition to the Exempt Employee’s normally scheduled work time per pay period. Relief Time is available only to the extent that the additional time worked is necessary to attend required meetings, respond to urgent situations, or complete approved work projects that cannot be completed within the Exempt Employee’s normally scheduled working hours.

POLICY

A. Tracking Time Worked

Employees must log all time worked into the timekeeping program; timesheets are the definitive record of the Employee’s hours worked. Relief Time is not recorded in the timekeeping program, nor the Township’s payroll system, and is not recorded as Employee PTO time. To utilize Relief Time, Employees must log the time in accordance with this policy. Employees may note Relief Time used.

B. Accrual of Relief Time

Relief Time is accrued only when it is determined that the Employee is unable to vary their remaining hours during the current pay period to accommodate additional hours worked in excess of (80) hours per pay period.

Example- a meeting was unexpectedly schedule on the final Wednesday of a pay period, requiring that the Employee stay an additional two (2) hours. Due to their schedule, the Employee is unable to come in late, or leave early, on the remaining Thursday and Friday of the pay period. The Employee would accrue two (2) hours of Relief Time from that pay period.

Once accrued, banked Relief time shall be logged and used in accordance with this policy.

C. Logging Relief Time

Each Exempt Employee has an Excel spreadsheet for logging Relief Time. Employees using Relief Time must utilize this spreadsheet to record all accumulated and used Relief Time.

D. Use of Relief Time

Employees may use their banked Relief Time, as operations allow. ~~The following guidelines shall be followed for Relief Time:~~ within the Employee’s normal work schedule (e.g., the Employee may come in later, or leave earlier, than their normally scheduled hours).

~~A. Exempt employees: Exempt employees, as defined by the Fair Labor Standards Act, shall be allowed Relief Time as defined herein. "Relief Time" shall mean time off from work in consideration for time worked in addition to the exempt employee's normal schedule work week, but only to the extent that the additional time worked is necessary to attend required meetings, respond to urgent situations, or complete approved work projects which cannot be completed within the normal work schedule. Relief Time shall be used within the following guidelines:~~

- ~~1. Relief Time is not intended to extend PTO time. It is intended to provide some relief for additional time worked.~~
- ~~2. It is preferable that the Relief Time be used within the same week or pay period that the additional time is worked.~~
- ~~3. If Relief Time cannot be taken within the same week or pay period, employees may accrue Relief Time with the approval of their immediate supervisor.
 - ~~a. Accrued Relief Time and Relief Time used will be logged in a spreadsheet by the employee and have immediate supervisor approval.~~
 - ~~b. Accrued Relief Time will not exceed 40 hours at any one time.~~~~
- ~~4. Relief Time may be used within the employee's normal work schedule with approval from his/her immediate supervisor.~~

E. Limitations on Accrual and Use of Relief Time

Employees will not be permitted to accrue more than forty (40) hours of Relief Time at any one time; once the forty (40) hour limit has been reached, the Employee must utilize some of the banked Relief Time before they can accrue any additional hours.

- ~~5. Use of Relief Time within a single pay period is limited to No more than eight (8) hours. office/16 hours Fire Department of Relief Time may be taken within a pay period.~~
- ~~6. There shall be no pay off of Relief Time at the time of termination of employment.~~
- ~~7. Relief Time will not be recorded in the BS&A Timesheet or Payroll system; nor will it be recorded as PTO or Sick Time. Employees may note Relief Time used in the "Notes" section of their Timesheet.~~

~~8. Time logged into the BS&A Timesheet system will be the definitive record of employee hours worked.~~

~~B. Hourly and non-exempt employees. Hourly and non-exempt employees shall be paid time and a half for all overtime in accordance with the Fair Labor Standards Act. No Relief Time shall be allowed.~~

Revised Sec. 5.6 Paragraph B - Effective 1/22/08
Revised Sec. 5.6 Paragraph B - Effective 3/25/08
Revised Sec. 5.6 Paragraph B 3 - Effective 10/28/08
Revised Sec. 5.6 Paragraph B - Effective 10/13/09
Revised Sec. 5.6 Paragraphs B & C - Effective 4/26/11
Revised Sec. 5.6 - Effective 7/14/15
Revised Sec. 5.6 Paragraph B - Effective 02/13/18

4.6 Compensation for Jury Duty and Court Appearances:

Scope: This policy applies to (1) a summons for jury duty; (2) subpoena, summons, or deposition is related to Township business.

A. Compensation. Employees are not required to use PTO, or Relief Time, to cover absences from work for jury duty and/or appearances for work-related subpoenas, summons, and/or depositions, and will be normal rate of pay for time spent as provided in this policy.

1. Jury Duty. Employees will only be compensated for jury duty which occurs on a day they are regularly scheduled to work. Should an Employee be excused from jury duty before the end of their scheduled work day/shift, they will return to work to complete their shift.

2. Other Court Appearances. Employees will only be compensated for a subpoena, summons, or deposition related to Township business, or requiring the Employee's testimony in their capacity as a Township Employee in criminal or civil matter involving the Township.

B. Notice to the Township. An Employee who is called by notice or subpoena to report for jury duty/a court appearance will promptly notify the Township as provided below:

1. Court Appearances. Upon receipt of a summons and complaint in a matter related to department or Township business, the Employee will promptly

notify their Department Head and the Township Attorney in compliance with this *Employee Handbook*.

2. Jury Duty. An Employee who is called by notice or subpoena to report for jury duty will promptly provide notice to their immediate supervisor, Department Head, or the Personnel Director.

C. **Documentation Required.** The Township reserves the right to require adequate documentation in support of time served for jury duty; Employees failing to provide the requested documentation will not be paid for work time missed.

D. **Personal Subpoenas.** Employees subpoenaed to testify about non-work-related matters shall be permitted to take time off to testify, but are not entitled to receive wages, or other compensation, from the Township for any such appearance or deposition. Employees may use PTO, or Relief Time, for the time they will be away from work, and arrangements for this time off should be coordinated with their Department Head.

4.7 Final Compensation:

Voluntary Termination and Retirement - Final paychecks for voluntarily terminating and retiring Employees who give appropriate notice as described in this *Employee Handbook*, will contain, in addition to compensation owed for time worked, compensation for unused PTO days accrued to the effective date of termination. Employees will be paid for 100% of any accrued PTO if they give appropriate notice; payout will only be for Employees who have been employed by the Township for at least six (6) months.

Commented [EW40]: Added from PTO section re: reduce duplication.

Involuntary Termination- Employees who have been involuntarily terminated by the Township will not receive compensation for unused PTO days. Recall or failure to win re-election is not considered involuntary termination.

Employees will receive their final paycheck as soon as the amount can, with due diligence, be determined.

65.0 EMPLOYEE GUIDELINES

65.1 Safety:

All Township employees are urged to utilize good safety and health practices as dictated by the job, location and circumstances. Employees should report any unsafe conditions or practices to their Immediate Supervisor or to the Township Supervisor.

Commented [EW41]: Moved to Section 10.

2 Collections, and Solicitations, and Receipt of Gifts or Gratuities:

Commented [EW42]: 6.2 and 6.2.1 are being combined into the new "5.1- COLLECTIONS, SOLICITATIONS, AND RECEIPT OF GIFTS OR GRATUITIES"

A. Collections and Solicitations. Any funds raised by firefighters through soliciting donations or selling merchandise in the name of the Oshtemo Fire Department, must be used for Fire Department equipment or supplies.

6.2.1B. Receipt of Gifts or Gratuities:

The Township ~~Officers and employees~~ must be beyond suspicion and reproach in rendering service to the public. Therefore, no ~~Elected Official Officers, Trustees~~ or ~~E~~employees may accept any gift or gratuity ~~that is~~ ~~which~~ in any manner is related to the provision of public services, ~~or~~ the award of any public contracts, or ~~which~~ could be interpreted to relate to the provision of such services or the award of such contracts.

All gifts shall be logged in the "Gratuities Log Tracking Spreadsheet". ~~The Employee who directly receive a gift or gratuity shall log it promptly. Gifts and/or gratuities given to the general Township (e.g. baked goods from a resident, gift baskets, etc.), will be logged by the Employee who accepts them. on the T drive, Employee Information & Forms folder.~~

Generally, all gifts received by Township ~~e~~Employees shall be shared in the office ~~and placed in a common area~~. If an ~~Elected Official Officer~~ or ~~e~~Employee has any questions regarding the propriety of any gift or gratuity, discuss the matter with the Personnel Director for review and advice.

The overall goal is to maintain appropriate professional objectivity and impartiality.

Commented [EW43]: added to "purpose"

Additon of Sec. 6.2.1 - Effective: 5/13/08
Revised - Effective 02/28/17
Revised - Effective 06/12/18

6-35.2 Petitions and Political Activities by Public Employees:

~~Circulating petitions or engaging in activities (on behalf of themselves, any other candidate, or a political issue) on Township property, political or otherwise, by Employees is prohibited during their working hours.~~

~~Circulating of petitions on Township property, political or otherwise, by employees is prohibited during working hours.~~

Commented [EW44]: New Section "5.2- PETITIONS, POLITICAL ACTIVITIES BY PUBLIC EMPLOYEES, AND ELECTION TO BOARD"

6.4 Political Activities by Public Employees:

A. ~~No employee~~ Employee shall engage in any political activity ~~on behalf of himself or any other candidate or political issue during those hours when he or she is being compensated for his or her employment with Oshtemo Charter Township.~~

B. ~~Any person who is successful in seeking election to the Oshtemo Charter Township Board may not also serve work as a~~ Full-time or Part-time Oshtemo Charter Township ~~employee~~ Employee, except to the extent that the positions of the Supervisor, Clerk, and Treasurer are considered to be Township Employees.

6-85.3 Personal Appearance Standards:

Business Casual- means dress shirts, blouses, Polo shirts (with collars), mock turtlenecks, sweaters, sport coats and blazers, cotton slacks, dresses, capris, and tie or slip-on shoes. The following items will be inappropriate for business casual: blue denim jeans, tee shirts, tank tops, and beach sandals/flip flops.

Dress-Down Friday- refers to non-Business Casual attire that may be worn weekly on a Friday, the day before holidays, or as permitted by the Personnel Director for events. Appropriate attire shall include jeans (including blue denim), long shorts, and a blouse/shirt.

A. Purpose and Scope.

~~In order to project uniformity and neutrality toward the public and as employees of the Township, and ensure that Township employees~~ Employees shall project a professional image appropriate for the Township and for their assigned role by maintaining their personal

hygiene and appearance, ~~to project a professional image appropriate for the Township and for their assignment.~~

A. General Guidelines and Considerations.

~~It is the policy of the Township that all Employees meet required personal hygiene and grooming standards appropriate for their assigned role while working in the office, on-duty, or conducting official Township business in the community. This policy procedures contained herein are~~ intended to promote uniformity of the ~~employees~~ Employees of the Township by addressing specific grooming items.

~~However, nothing herein shall limit the Township's ability to address any other grooming or personal appearance deemed improper for members of the Department.~~

Commented [EW45]: Moved down to "E"

~~B. Policy.~~

~~It is the policy of the Township that all members meet required personal hygiene and grooming standards while on duty or conducting official business.~~

Commented [EW46]: Moved up to "A".

~~B.~~ Dress Code.

~~All~~ employee Employees shall be appropriately dressed ~~according to the nature of for his or her their assigned position~~ job. If a uniform is required, it will be outlined by the department's standard operating procedures.

1. Office Attire. ~~Office Employees~~ Personnel will wear ~~dress~~ Business eCasual attire except on, with the exception of "dDress-dDown Friday," weekly and the day before holidays, or as determined by the Personnel Director. ~~The definition of business casual is dress shirts, blouses, Polo shirts with collars or mock turtlenecks, sweaters, sport coats and blazers, cotton slacks, and dresses, capris and tie or slip on shoes. The definition of dress-down Friday shall include jeans, long shorts, and a blouse/shirt.~~ The following items will be inappropriate for business casual: office Employees: blue denim jeans, tee shirts, tank tops, and beach sandals/flip flops clothing that is dirty, torn, or otherwise deemed inappropriate for the office by the Personnel Director.

~~Clothing with printed advertisements or messages is inappropriate at all times.~~

2. Inappropriate Attire. Employee clothing that displays any social, political, or commercial marketing message or any profane, derogatory, or harassing content is not appropriate at any time during working hours. It is understood that Township

“marketing” apparel for Township sponsored events and/or activities (e.g., a shirt advertising “Music in the Park”, or a ‘fun run’, etc.) is not “commercial marketing” within this policy and is not prohibited hereunder.

DC. Personal Hygiene.

All ~~members~~ Employees must maintain proper personal hygiene. ~~Examples of improper personal hygiene include, but are not limited to, dirty fingernails, bad breath, body odor and dirty or unkempt hair.~~ Any ~~member~~ Employee who has a condition due to a protected category (e.g., race, physical disability, etc.) which affects any aspect of personal hygiene covered by this policy may qualify for an accommodation and should report any need for an accommodation to ~~at their immediate work~~ supervisor, Department Head, or Human Resources.

Commented [EW47]: Modified for Maintenance.

~~ED. Body Alterations and Markings~~ Tattoos. Tattoos, brands, mutilations, or alteration to any area of the body that are inappropriate (as determined by the Personnel Director and/or Human Resources), must be covered.

Commented [EW48]: combination of first sentences of Tattoo and Body Alteration.

~~Inappropriate Markings. Tattoos, brands or mutilations that are inappropriate, as determined by the Human Resources Department, must be covered.~~ Inappropriate marks may include, but are not limited to, the following: marks that exhibit or advocate discrimination against sex, race, religion, ethnicity, national origin, sexual orientation, age (40 and over), physical or mental disability, ~~or~~ medical condition, or marital status; marks that promote or express gang, supremacist, or extremist group affiliation; and marks that depict or promote drug use, sexually explicit acts, and/or other obscene or profane material.

~~F. Inappropriate Body Alteration.~~

~~Alteration to any area of the body~~
Inappropriate body alterations that are visible in any authorized uniform or attire that is a deviation from normal anatomical features and which is not medically required is prohibited. Examples of inappropriate ~~Such~~ body alteration may includes, but is not limited to, the following:

Commented [EW49]: made into (e) below.

- (a) Tongue splitting or piercing.
- (b) The complete, or trans-dermal, implantation of any material (other than hair replacement).
- (c) Abnormal shaping of the ears, eyes, nose, or teeth.

(d) Branding or scarification.

e. Any other body modification, or alteration, that constitutes a deviation from normal anatomical features which is not medically required or done for religious, cultural, or ceremonial purposes.

G. Additional Grooming Standards for Fire Fighters.

The following appearance standards shall apply to all members of the Fire Department in addition to the personal appearance standards applicable to all Township employees, except those whose current assignment would deem them not appropriate or where the Fire Chief or the authorized designee has granted an exception.

Hair — The hairstyle of all members shall be neat in appearance. Hair must be no longer than the horizontal level of the bottom of the uniform patch when the member is standing erect. Hairstyles that extend below the top edge of the uniform collar should be secured in a tightly wrapped braid or ponytail.

Mustaches — A neatly trimmed mustache may be worn. Mustaches shall not extend below the corners of the mouth or beyond the natural hairline of the upper lip. An exception may be granted by the Fire Chief for special fundraising efforts, as long as the mustache does not interfere with the seal of your SCBA face mask.

Sideburns — Sideburns shall not extend below the bottom of the ear and shall be trimmed and neat.

Beards and Goatees — Beards, goatees or any hair on the chin or near the bottom lip is prohibited.

Facial Hair — Facial hair other than sideburns, mustaches and eyebrows shall not be worn, unless authorized by the Fire Chief or the authorized designee.

Fingernails — Fingernails extending beyond the tip of the finger can pose a safety hazard to members working in the field. For this reason, fingernails shall be trimmed so that no point of the nail extends beyond the tip of the finger.

Jewelry and Accessories — No jewelry or personal ornaments shall be worn by members on duty on any part of the uniform or equipment, except those authorized within this *manual*. Members

~~should be mindful of wearing jewelry that can become snagged or caught during performance of fire suppression duties.~~

~~* Necklaces or jewelry worn around the neck shall not be visible above the shirt collar.~~

~~* It is recommended that members refrain from wearing rings while assigned to suppression.~~

~~* Except for a single stud pierced earring worn in the lobe of each ear, no body piercing shall be visible while any member is on duty or representing the Department in any official capacity.~~

Commented [EW50]: Duplicated Lexipol.

E. **Reservation of Rights.** Nothing herein shall limit the Township's ability to address any other grooming or personal appearance deemed improper for Township Employees.

New Sec. 6.8 – Effective 09/22/20

6.95.4 Conflicts of Interest

A. **Outside Employment:**

~~A. A full-time Employee may accept employment in addition to his or her~~their work with Oshtemo Charter~~the Township provided that such employment does not constitute a conflict of interest with the Employee's duties at the Township where:~~

- ~~1. Such employment does not constitute a conflict of interest with the employee's duties. Such employment does not interfere with the Employee's job with the Township.~~
- ~~2. Such employment does not interfere with the employee's job with the Township. Such employment is not during the Employee's regular, or scheduled, working hours.~~
- ~~3. Such employment is not during the employee's regular working hours. Such employment does not violate the provisions of this Employee Handbook~~

~~B.~~ Employees must inform the Personnel Director and their Department Head of all outside employment.

Revised - Effective 12/13/16
Revised - Effective 02/28/17

6.10B Employment, Hiring, and Supervision of Relatives:

~~Personnel decisions directly affecting an individual Employee will not be made by a member of the Employee's immediate family.~~

~~A1. Supervision of Relatives. An Employees will not be placed in a position of supervising an immediate family member, nor will any eEmployees, Contractor, or Limited Term Worker be placed in a department where the Department Head is an immediate family member.~~

~~B. Personnel decisions directly affecting an individual employee will not be made by a member of the employee's immediate family.~~

~~C2. Exception for Fire Department Personnel. Fire Department Dispatchers are exempt from Paragraph A. Following a review of issues and circumstances involved, and at the discretion of the Fire Chief with the agreement of the Personnel Director, other Fire Department personnel may be exempt from Paragraph A permitted to supervise a relative and/or work in the Fire Department when the Department Head is a relative of the Employee at the discretion of the Fire Chief with the agreement of the Township Supervisor.~~

6.123.2 Employee Commendations:

Department Heads are encouraged to submit letters or memos of commendation ~~to for employees~~ Employees with exceptionally good performance. -A copy of the commendation letter shall be placed in the employee's ~~Employee's~~ personnel file. Letters of appreciation from the public regarding a Township ~~employee~~ Employee will be handled in the same manner.

Peer Recognition. Employees may recognize the exemplary work of another Township Employee by emailing the HR/Benefit Coordinator. The HR/Benefit Coordinator will create a certificate of appreciation and report such certificates at Township staff meetings. A copy of the peer recognition certificate will be placed in the Employee's personnel file.

Commented [EW51]: Now new Section 3.2- PERFORMANCE REVIEWS, PROMOTIONS, COMMENDATIONS, AND PEER RECOGNITION

6.135.6 (Reserved) Subpoenas/Court Appearances/Depositions:

Purpose: The purpose of this policy is to establish procedures for receiving, processing, and responding to subpoenas to appear or produce public records or evidence. It will allow the Township to cover any work absences and keep the Township informed about relevant legal matters.

Scope: This policy applies to all Employees, Contractors, Limited Term Workers, or others receiving subpoenas, summons, or deposition notices for Township matters.

Clerk means the elected Oshtemo Township Official, their deputy, authorized designee, or Township Board appointed replacement.

A. Subpoenas Related to Township Business. Only Township Officials, the Township Attorney, or their authorized designee, may accept service of a subpoena on behalf of the Township or any individual Employee. Any questions about this policy, or its requirements, shall be promptly directed to the Township Attorney.

1. Subpoenas of Records. Subpoenas for records should be directed to the Clerk for processing with a copy to the Township Attorney.

The Clerk should receive training in proper intake and processing of subpoenas. Employees not designated by the Clerk and properly trained are not authorized to accept subpoenas for Township records.

Subpoenas for records shall be date stamped and logged.

Commented [EW52]: Formerly Section 9.10 moved out of the "Benefits" section of the handbook.

Section 4.6 now addresses Compensation for these items; this section has been modified to cover the PROCESS for receipt/processing of subpoenas and summons.

The Clerk will consult with the Personnel Director and Township Attorney regarding any request for medical records. The Clerk will only produce the requested records as provided in this *Employee Handbook*.

The Township may be entitled to recoup reasonable costs incurred in the production of business records in response to a Subpoena. The Clerk will provide a statement reflecting the assessment of these reasonable costs and require payment at the time subpoenaed records are delivered.

2. **Civil Subpoenas Including Depositions or Notices to Appear.** Upon receipt of a civil subpoena, the Clerk, or other person authorized under this Policy to receive a subpoena, shall date-stamp and log the subpoena.

Upon receipt of a subpoena, the Clerk shall ensure timely delivery of the subpoena to the identified Employee, noting on the log the date and time it was accepted. The receiving Employee will acknowledge receipt by signing and dating the log.

No subpoena for an Employee of the Township as a witness in a civil action should be accepted unless it is accompanied by the required fee for each day the Employee's appearance is required pursuant to the subpoena. A fee is not required for a subpoena served by mail (MCR 2.506(G)).

Employees shall promptly notify their Department Head of receipt of a subpoena. Employees should contact the attorney issuing the subpoena to confirm the date and time of the appearance. The Employee shall comply with all instructions on the subpoena and monitor the status of all required appearances to ensure compliance with the judicial process. In the event an Employee will be unavailable to respond to a subpoena, the Employee shall promptly notify the attorney issuing the subpoena and their Department Head. If an Employee is on leave, or will otherwise be absent from the Township for an extended period of time, and is not available to receive a subpoena during normal working hours, the Clerk, Township Attorney, or an authorized designee will contact the Employee and arrange for delivery of the subpoena and acknowledgement of receipt in compliance with this policy. The Employee will be responsible for contacting the attorney issuing the subpoena if they are unable due to medical or other reasons to appear as directed or produce the requested records.

Employees who are deposed should request a copy of the deposition transcript and provide the copy to the Township Attorney.

3. **On-Call Subpoenas.** Upon receipt of a subpoena, and after contacting the issuing attorney, an Employee may make arrangements with the issuing attorney to be placed in an "on-call" status. The subpoenaed Employee shall promptly notify their Department Head of the subpoena and any on-call status and make

arrangements regarding any potential scheduling conflicts, potential overtime compensation, or other follow-up required to coordinate an on-call appearance.

4. **Criminal Subpoenas.** Upon receipt of a criminal subpoena related to department business, the Employee shall promptly notify their Department Head of their appearance and contact the Township Attorney if they have any questions.

B. Employee Responsibilities. Employees will respond appropriately to all subpoenas and other court-ordered appearances. Employees subpoenaed to appear for any Township-related reason, or who are subpoenaed to produce records or evidence, shall:

1. Make arrangements through the Clerk or Township Attorney to obtain any related reports or information.

2. Promptly notify their Department Head of the subpoena and coordinate any scheduled appearances to ensure the efficient use of staffing to minimize the payment of overtime.

3. Promptly transmit any witness fees provided to an on-duty Employee to the Township.

4. Appear in court, or any court-related functions such as depositions) in uniform or business attire.

C. Testifying Against the Interest of the Oshtemo Charter Township. Any Employee who has been subpoenaed to testify, has agreed to testify, or who anticipates testifying or providing information on behalf of, or at the request of, any party other than the state or county, or any of their officers, agents, or employees in which those entities or persons are party to the litigation, will promptly notify their Department Head. The Department Head shall notify the Personnel Director and the Township Attorney.

This section requires that the Employee report:

1. That they will provide testimony, or information, for the defense of any criminal trial or proceeding.

2. That they will provide testimony, or information, for the plaintiff in a civil proceeding against any township, county, or Sheriff's Department, or its officers, agents, or employees.

3. That they will provide testimony, or information, on behalf of, or at the request of, any party other than any Oshtemo Charter Township official in any administrative proceeding, including, but not limited to, personnel and/or disciplinary matters.

No Employee will be retaliated against for testifying in any matter.

D. Receipt and Processing of a Summons. Upon receipt of a summons and complaint in a matter related to department or Township business, the Employee shall document the date, time, and manner of receipt and promptly notify their Department Head and the Township Attorney.

E. Subpoenas and Court Appearances Unrelated to Official Township Business. Employees properly served with valid subpoenas, summons, or notices of deposition for matters unrelated to their Township duties shall comply with the requirements of the subpoena. Employees subpoenaed to testify about non-Township matters shall be permitted to take time off to testify, but are not entitled to receive wages, or other compensation, from the Township for any such appearance or deposition. Employees may use PTO, or Relief Time, for the time they will be away from work, and arrangements for this time off should be coordinated with their Department Head.

Revised Sec. 9.10, Paragraph A - Effective 10/13/09

Revised Sec. 9.10, Paragraph A - Effective 02/13/18

6.145.7 **On-the-Job Accidents/Injuries**

A. Employees shall complete a “Work-Related Incident Report” form for all on-the-job accidents and/or injuries regardless of type of injury. ~~The Form~~ is available ~~on the T Drive under “Employee Information & Forms,” “Benefits,” “Work Comp” or~~ by request from Personnel Director’s office; ~~the~~. ~~The~~ completed form ~~shall~~ be submitted to the Personnel Director ~~or their designee~~. The form should be completed as soon as possible after the injury/accident or after receiving treatment.

AB. For accidents and/or injuries requiring emergency medical treatment, the injured individual will:

- ◆ ~~Employee~~s ~~Seeks~~ treatment at Bronson Hospital, the Township’s designated ER facility, 601 John Street, Kalamazoo, Michigan. ~~(location map on the T Drive or at Fire Department’s L Drive). Employee notifies hospital ER this is an on-the-job injury related to his/her work at Oshtemo Township.~~
- ◆ If ~~an the individual employee~~ is working out of the area, they should go to the nearest ER or immediate care facility.
- ◆ ~~As soon as possible after receiving emergency treatment, employee completes “Work Related Incident Report” and submits same to Personnel Director.~~
The individual seeking treatment must notify the hospital ER that this is an on-the-job injury related to their work at Oshtemo Township. For Workers Compensation purposes, an Accident Fund “Case Manager” will be assigned.

Commented [EW53]: Moved up to A.

BC. For accidents and/or injuries requiring non-emergency medical treatment the injured individual will follow the TeleCompCare Workflow:

- ◆ ~~Employee/Patient contacts TeleCompCare at 866-323-4227. A Nurse Triage will advise of the next steps for employee. Please see graphic on next page.~~

INSERT GRAPHIC

◆ The individual seeking treatment will notify the Personnel Director if they have scheduled a non-emergency medical appointment related to an on-the-job injury.
~~Employee notifies Personnel Director if he/she has scheduled a non-emergency medical appointment for an on-the-job injury.~~

◆ If employee is out of the area, call Nurse Triage will advise of the next steps for employee.

Commented [EW54]: For local and out of area, contact TeleCompCare; deleted as duplicative.

D.◆ **Post-Accident/Injury Drug Testing.** After an on-the-job accident or injury, the Township reserves the right to require reasonable suspicion Drug testing, as set forth in this *Employee Handbook*. After an accident or injury, in order to carry out the Township's commitment to an alcohol and drug free workplace, the Township reserves the right to require that an employee submit to drug or alcohol testing, based on a reasonable suspicion that the employee was under the influence as set forth in Sec. 6.18B and E, such testing shall be conducted in accordance with Section 6.18E.

For Worker's Compensation purposes, an Accident Fund "Case Manager" will be assigned.

*New Section 6.14- Effective 6/14/11
Revised Sec. 6.14, Para B - Effective 05/05/15
Revised Sec. 6.14 - Effective 02/13/18
Revised Sec. 6.14 - Effective 01/14/20
Revised Sec. 6.14 - Effective 06/08/21*

6.45.9 ~~Unauthorized~~ Release of Information Policy:

Commented [EW55]: Added 2.12 re HIPPA here

Confidential Information and/or *Sensitive Information*– means all forms of Township information (e.g., information that is observed, orally delivered, is in electronic, written, or other tangible form) that is not publicly known (including tangible and intangible information). Confidential Information includes, but is not limited to, any confidential information received by the Township from a third party which is (a) received under a non-disclosure agreement, (b) received through confidential information records (e.g., State of Michigan Department of State driving records, medical records, employee information, voter ballot information, etc.), (c) marked/stamped as “Confidential” or “Privileged”, and/or (d) otherwise designated as non-public information.

Employee Information- includes, but is not expressly limited to, the following information: Employee personnel files; Employee/Contractor/Limited Term Worker/Volunteer personal phone numbers, home addresses, personal email addresses, work schedules, personal social media usernames; etc.

Media Information- includes all items covered by the Township’s Media Policy (as may be amended, or updated, from time to time) and an Employee/Contractor/Volunteer/Limited Term Workers’ receipt, processing, or transmission of such information.

Non-Public Township Information- includes, but is not expressly limited to, internal memos; plans to purchase real property; attorney-client privileged information, correspondence, or files; closed session information; etc.

It is a very serious offense for an Employee, Contractor, or Volunteer to access, release, or use for personal purposes, confidential information obtained in the course of their work at Oshtemo Township. A violation of this policy is just cause for disciplinary action up to and including dismissal. In addition, the Township may request criminal charges be filed against the Employee, Limited Term Worker, Contractor, or Volunteer which could result in a felony conviction.

A. State Record Information

Township Employees, Contractors, and/or Limited Term Workers of the Charter Township of Oshtemo may have, in the performance of their duties, an ongoing opportunity to access confidential information or records of the Michigan Department of State that are only available to the general public on a limited review or purchase basis. Much of the Michigan Department of State information processed by ~~Oshtemo~~ the Township employees is confidential, and its release is governed by law; (e.g., for example, driver record and vehicle ownership information). These laws mandate that personal information will not be disclosed to anyone unless that party is legally entitled to receive the information.

Employees and/or Contractors must not access, or release, information contained in the records and files of the Michigan Department of State, including digital images or signatures, except in connection with their duties and only to authorized parties in accordance with ~~work area~~Departmental procedures.

B. Employee Information. Anyone receiving a request for Employee Information must advise the person requesting information that they cannot release Employee Information, but may offer to deliver messages to another Employee/Contractor/Limited Term Worker/Volunteer through the Township offices.

C. Non-Public Township Information. Except for such information released as a “protected activity” under state or federal Whistleblower Protections, Non-Public Township Information shall not be released to individuals not employed by, or elected to serve, Oshtemo Charter Township. Non-Public Township Information may, or may not, be stamped, or labeled, as “confidential”, but shall be treated as confidential information and shall be restricted in its dissemination to only those individuals who need to review it to perform Township functions.

~~If any employee is approached to provide information inappropriately, including digital images and signatures, the employee must refuse to release the requested information and immediately advise supervision.~~

~~It is a very serious offense for an employee to access, release or use for personal purposes, confidential information obtained in the course of employment. A violation of this policy is just cause for disciplinary action up to and including dismissal. In addition, the Township may request criminal charges be filed against the employee, which could result in a felony conviction.~~

D. Media Information. Anyone receiving a request for Media Information will comply with the Township’s Media and/or FOIA Policy.

E. Release of HIPAA-Protected Information

It is the policy of the Township to allow ~~e~~Employees to complete a pre-authorization for the release of their Protected Health Information (PHI) to a family member or other specific individual in the event the ~~member~~Employee becomes injured or ill on-duty.

The Township will ensure ~~911~~emergency procedures are in place to address:

- (a) The right of ~~e~~Employees to voluntarily complete a pre-authorization for the release of PHI given to EMS personnel to be released to specific individuals.
- (b) Storage and security of completed pre-authorization forms by the HR Benefit Coordinator and/or HIPPA Coordinator.
- (c) ~~Work supervisor a~~After office hours access to completed HIPPA forms ~~during both business and non-business hours.~~
- (d) Expiration and renewal requirements for the pre-authorization form.
- (e) Situations or circumstances in which ~~members~~Employees can expect the Township to release their PHI to the pre-authorized family member or other specific individual.

New Sec. 2.12 – Effective 09/22/20

F. Other Request for Township Information

Includes: The Township may receive other requests for information that are not otherwise covered in this policy, including Freedom of Information Act (FOIA) requests.

Any Employee, Contractor, Volunteer, and/or Limited Term Worker will advise the person requesting information to submit a FOIA request to the Township FOIA Coordinator as provided in the Township’s FOIA Policy.

If any Employee, Contractor, Volunteer, and/or Limited Term Worker is approached to provide, or accidentally releases, information covered by this policy, the Employee, Contractor, Volunteer, and/or Limited Term Worker must refuse to release the requested- in the case of a request for information- and immediately advise their supervisor or Department Head of the request or accidental release of information. Department Heads receiving such information will, when appropriate, elevate such issues to the Township Attorney, Township Clerk, or Township Supervisor.

G. Whistleblower Protections. The Township will not retaliate any individual employed by the Township for exercising their rights under the Department of Labor's whistleblower protection laws, the Michigan Whistleblowers’ Protection Act, the federal Whistleblowers’ Protection Act, or other similar legislation that protects the disclosure of Township records or information as a “protected activity”.

Commented [EW56]: Added because not previously addressed.

6.22 Department Staffing:

Each Department shall strive to maintain appropriate staffing levels at all times. ~~In order to do so, each Department is expected to by staggering PTO (Time, Flex/Relief Time, or other scheduled staff absences (e.g. Parental Leave; FMLA Leave; sSeminar conference, or other continuing education pParticipation; etc.) in such a fashion as~~ to have at least one (1) member of the Department available during regular office hours.

Commented [EW57]: Now part of "3.1- SIZE OF WORKFORCE, DEPARTMENT STAFFING, LAYOFF AND RECALL, LENGTH OF SERVICE"

New Sec. 6.22 - Effective 10/28/08

6.23 Employee Input:

~~The Township welcomes employees' input and constructive criticism as part of our continuing efforts to grow and meet the needs of our community. Please do not hesitate to bring to our attention any ideas, comments and/or concerns you may have. We have an open door policy. By working together and putting the interests of the Township first, we can continue to maintain the character of our community and provide those services which are vital to the growth and stability of the Township. We expect direct, forthright communication to and from Supervisor(s) to resolve situations which may impact Township operations. (See Appendix H, Paragraph B.1.z.)~~

New Sec. 6.23 - Effective 05/22/12

6.245.10 Lactation Breaks:

A. Purpose and Scope.

The purpose of this policy is to provide reasonable break time and appropriate facilities to accommodate accommodations to any ~~member~~ Employee desiring to express breast milk for their ~~her~~ nursing infant child in compliance with the Fair Labor Standards Act (FLSA) requirements under 29 USC 207r. This policy applies to Township

Employees from their return to work through one (1) year after the child's birth.

B Policy:

~~It is the policy of the Township to provide, in compliance with the Fair Labor Standards Act (FLSA), reasonable break time and appropriate facilities to accommodate any member desiring to express breast milk for her nursing child for up to one year after the child's birth (29 USC Sec 207).~~

Commented [EW58]: Substantive language moved to "purpose and scope"

C. Lactation Break Time.

~~A-The Township will provide Employees a rest period should be permitted each time the memberEmployee has the need to express breast milk (29 USC Sec. 207). In general, lactation breaks that cumulatively total thirty (30) minutes or less during any four (4)-hour work period (or major portions of a four (4)-hour work period) would be considered reasonable. However, individual circumstances may require more, or less, time.~~

~~Lactation breaks, if feasible, should be taken at the same time as the member's regularly scheduled rest or meal periods. While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding regularly scheduled and paid break time will be unpaid.~~

Commented [EW59]: Removed as the Township does not have a "break" policy.

Once a lactation break has ~~begunbeen approved~~, the break should not be interrupted except for emergency or exigent circumstances. All other Employees should avoid interrupting the Employee during a lactation break, except to announce an emergency or other urgent circumstance.

D. Private Location.

~~The Township has will make reasonable efforts to accommodate members with the designated lactation break rooms to allow Employees use of an appropriate room or other location to express milk in private. Such room or place should be in close proximity to the member's work area and shall be other than-The Township's designated lactation rooms have a lock to allow access only to breast feeding mothers a bathroom or toilet stall. The location must to ensure it is be shielded from view and free from intrusion from co-workers and the public in accordance with (29 USC Sec. 207).~~

~~MemberWhen using a lactation room, the Employees occupying such private areas will indicate that the room is "occupied" using the provided sign. shall either secure the door or otherwise make it clear to others that~~

~~the area is occupied with a need for privacy. All other members should avoid interrupting a member during an authorized break, except to announce an emergency or other urgent circumstance.~~

~~Authorized lactation breaks for memberEmployees who must perform work in assigned to the field may be taken at the nearest appropriate private area.~~

E. Storage of Expressed Milk.

Any memberEmployee storing expressed milk in any authorized Township refrigerated area within the Department shall clearly label it as such and shall remove it when the memberEmployee leaves the building for the day, or ends their shift-ends her shift.

New Sec. 6.24 – Effective 09/22/20

6.255.11 Return to Work:-

Interactive Process– means an informal meeting between the Township and Employee designed to identify the precise limitations resulting from an illness, or injury and any potential reasonable accommodations that could overcome those limitations and allow the Employee to return to work, (either in their usual and customary position or some other type of work).

A. Purpose and Scope.

The purpose of this policy is to establish the process through which an ~~employee~~Employee who has been off work for an extended period of time, or who has missed three (3) consecutive days, or three (3) consecutive assigned work shifts, due to an injury or illness may return to work.

B. ~~Definitions.~~

~~Definitions related to this policy include:~~

~~Interactive Process~~— An informal meeting between employer and employee, designed to identify the precise limitations resulting from a disability and any potential reasonable accommodations that could overcome those limitations and allow the employee to return to work, either in their usual and customary position or some other type of work.

~~C.~~ Policy.

It is the policy of ~~Oshtemo Charter~~the Township to assist ~~ill or~~ injured ~~E~~employees, to the extent ~~possible~~reasonably practicable, in returning to work as soon as they are medically able to perform meaningful work for the Township.

~~D.A.~~ Employee Responsibilities.

It is the ~~E~~employee's responsibility to inform the Township of ~~his/her~~their absence and to ~~immediately~~promptly advise the Township when the ~~E~~employee believes that ~~he/she~~they will be medically released to return to work, with or without restrictions. ~~If practicable~~When possible, the ~~E~~employee ~~shall~~will provide advance notice of ~~his/her~~their potential return to work, ~~and~~The Employee shall provide written ~~medical~~verification of ~~their~~ clearance and any restrictions from a qualified health care professional.

If an ~~E~~employee has restrictions prescribed by a qualified health care professional, it is the responsibility of the ~~E~~employee to ensure ~~he/she~~is that they are not performing work that violates any restriction. If the ~~E~~employee believes ~~he/she~~they have been requested or directed to perform work that violates the restrictions, the ~~E~~employee should make a prompt report to Human Resources.

~~E.B.~~ Department/Township Responsibilities.

The Township will evaluate the ~~E~~employee's request to return to work and the written ~~medical~~verification from the qualified health care professional, and will consult with ~~Human Resources~~in order to make a determination whether:

- (a) The ~~E~~employee ~~may~~can return to full duty based on the ~~medical~~verification provided by the Employee's qualified health care professional.
- (b) The ~~E~~employee ~~may~~can return to work to a temporary modified-duty assignment and whether the Department has a need that fits with the ~~employee's~~Employee's restrictions.
- (c) The ~~E~~employee should have an additional evaluation to determine their fitness-for-duty/return to work evaluation.
- (d) The ~~E~~employee has reached a permanent and stationary rating and it is necessary to engage in an ~~i~~Interactive Process to determine a reasonable accommodation.

- (e) The Employee ~~may be required~~needs to attend remedial training to regain efficiency for Township operations.

C. After making the return to work determination, Human Resources, in consultation with the Employee's immediate supervisor and/or department representative, should make a recommendation to the Department Head or the authorized designee regarding will determine the status of the Employee. Human Resources should will communicate with the Employee about the possibility for returning to work, and the plans and/or terms for the Employee to do so to return to work, after consulting with the Department Head or the authorized designee.

New Sec. 6.25 – Effective 09/22/20

9.195.12 Temporary Modified-Duty Assignments:

Commented [EW60]: Moved from Section 9.19 because not an "Employee Benefit"

Interactive Process– means an informal meeting between the Township and Employee designed to identify the precise limitations resulting from an illness, or injury and any potential reasonable accommodations that could overcome those limitations and allow the Employee to return to work, (either in their usual and customary position or some other type of work).

Purpose: The purpose of this section is to establish procedures for providing temporary modified-duty assignments for Employees who are temporarily unable to perform their regular duties due to a medical condition (including, but not limited to, pregnancy, childbirth, or a related condition; temporary or permanent disability; accident; injury; and/or surgery) in compliance with state and federal laws.

Scope: This policy applies to Employees who are temporarily unable to perform regular duties due to a medical condition.

A. Purpose and Scope A. Rights and Benefits of Employees

Nothing in this policy affects the obligation of the Township to engage in a good faith, interactive process to consider reasonable accommodations for any Employee with a temporary or permanent disability that is protected under federal or state law.

This policy establishes procedures for providing temporary modified-duty assignments. This policy is not intended to affect the rights or benefits of ~~employees~~Employees under federal or state law, ~~Oshtemo Charter Township rules, or a current collective~~Collective bargaining Bargaining agreements Agreement, if any. ~~For example, nothing in this policy affects the obligation of the Township to engage in a good faith, interactive process to consider reasonable accommodations for any employee with a temporary or permanent disability that is protected under federal or state law.~~

Employees who are temporarily unable to perform regular duties due to a pregnancy, childbirth, or a related medical condition will be treated the same as any other temporarily disabled Employee (42 USC § 2000e(k)). A pregnant Employee shall not be involuntarily transferred to a temporary modified-duty assignment.

B. Policy.

Subject to operational considerations, the Township may identify temporary modified-duty assignments for ~~employees~~Employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the ~~employee~~Employee to work, while providing the ~~Department~~Township with a productive ~~employee~~Employee during the temporary period.

C. General Assignment to Temporary Modified-Duty Considerations:

1. Priority consideration for temporary modified-duty assignments will be given to ~~employees~~Employees with work-related injuries or illnesses that are temporary in nature. Employees having disabilities covered under the Americans with Disabilities Act (ADA) and Michigan's Persons with Disabilities Civil Rights Act shall be treated equally, without regard to any preference for a work-related injury.

2. No position in the Township shall be created or maintained as a temporary modified-duty assignment. Temporary modified-duty assignments are ~~a management prerogative based on Township and departmental needs~~ and do not establish an employeeEmployee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational needs of the Township. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the ~~employee's~~Employee's ability to perform in a modified-duty assignment.

3 Temporary modified-duty assignments shall generally not exceed a cumulative total of 1,040 hours (90 days) in any one (1)-year period.

D. Procedure.

Employees may request a temporary modified-duty assignment for short-term injuries or illnesses.

~~Employees seeking a temporary modified-duty assignment should submit a written request to the Township Supervisor or Personnel Director or the authorized designee. The request should, as applicable, include a certification from the treating medical professional containing:~~

- ~~(a) An assessment of the nature and probable duration of the illness or injury.~~
- ~~(b) The prognosis for recovery.~~
- ~~(c) The nature and scope of limitations and/or work restrictions.~~
- ~~(d) A statement regarding any required workplace accommodations, mobility aids, or medical devices.~~
- ~~(e) A statement that the employee can safely perform the duties of the temporary modified-duty assignment.~~

Each Department Head will be asked to make recommendations to the Township Supervisor or Personnel Director regarding temporary modified-duty assignments that may be available based on the needs of the Department and the limitations of the employee. ~~Each Department Head or the authorized designee shall confer with Human Resources or the Township Attorney as appropriate.~~

Commented [EW61]: Moved to A(3) in new formatting.

D. Township Responsibilities. When approved for a temporary modified-duty assignment, the Township will provide a written notification of assignments, work schedules, and any restrictions to the Employees and their immediate supervisor(s) and/or Department Head. Those assignments and schedules may be adjusted to accommodate Township operations and the Employee's medical appointments, as mutually agreed upon with the Personnel Director.

E. Accountability.

~~Written notification of assignments, work schedules, and any restrictions should be provided to employees assigned to temporary modified-duty assignments and their work supervisors. Those assignments and schedules may be adjusted to accommodate department operations and the~~

~~employee's medical appointments, as mutually agreed upon with the Township Supervisor.~~

Commented [EW62]: Revised.

F. Employee Responsibilities.

~~The responsibilities of employees~~ Employees assigned to temporary modified-duty shall be responsible for (list is not exclusive)~~include but are not limited to~~ the following:

- (a) Communicating and coordinating any required medical and physical therapy appointments in advance with their ~~work~~immediate supervisor(s).
- (b) Promptly notifying their ~~work~~immediate supervisor(s) of any change in restrictions or limitations after each appointment with their qualified health care professional~~treating medical professionals.~~
- (c) Communicating a status update to their ~~work~~immediate supervisor(s) no less than once every thirty (30) days while assigned to temporary modified-duty.
- (d) Submitting a written status report to the ~~Township Supervisor~~Personnel Director that contains a status update and anticipated date of return to full duty when a temporary modified-duty assignment extends beyond sixty (60) days.

G. Supervisor Responsibilities.

The ~~employee's~~Employee's immediate ~~work~~ supervisor(s), or Department Head, shall monitor and manage the work schedule of an ~~employee~~Employee assigned to temporary modified-duty.

The responsibilities of ~~work~~ a supervisors, or Department Head, shall include (list is not exclusive) the following~~but are not limited to~~:

- (a) Periodically apprising the Personnel Director ~~Township Supervisor~~ of the status and performance of ~~employees~~Employees assigned to temporary modified-duty.
- (b) Notifying the ~~Township Supervisor~~Personnel Director and ensuring that the required documentation facilitating a return to full duty is received from ~~the each employee~~Employee.

(c) Ensuring that ~~employees~~ Employees returning to full duty have completed any required training ~~and certification, or return to work procedures as provided in this *Employee Handbook*.~~

H. Medical Examinations and Return to Work.

Prior to returning to full-duty status, ~~employees~~ Employees shall be required ~~to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations to comply with the provisions of the “Return to Work” policy in this *Employee Handbook*.~~

The Township may require a fitness-for-duty examination prior to returning an ~~employee~~ Employee to full-duty status.

~~I. Pregnancy.~~

~~If an employee is temporarily unable to perform regular duties due to a pregnancy, childbirth, or a related medical condition, the employee will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)).~~

~~A pregnant employee shall not be involuntarily transferred to a temporary modified duty assignment.~~

Commented [EW63]: Moved up to A(2).

~~J. Notification.~~

~~Pregnant employees should notify their immediate work supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy related job restrictions or limitations. If at any point during the pregnancy if becomes necessary for the employee to take a leave of absence, such leave shall be granted in accordance with the Township’s personnel rules and regulations regarding family and medical care leave.~~

Commented [EW64]: Applies equally to all employees needing these accommodations; do not need to specify “due to pregnancy”

~~K. Probationary Employees.~~

~~Probationary ~~employees~~ Employees who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to their assignment to temporary modified ~~duty.~~~~

Commented [EW65]: Moved to A.

~~L. Maintenance of Certification and Training.~~

~~Employees assigned to temporary modified ~~duty~~ shall maintain all certification, training, and qualifications ~~appropriate to both~~ necessary for their regular and/or temporary duties, provided that the certification,~~

training, or qualifications are not in conflict with any medical limitations or restrictions. Employees who are assigned to temporary modified-duty shall inform their ~~work~~immediate supervisor(s), Department Head, and/or the Personnel Director of any inability to maintain any required certification, training, or qualifications.

Commented [EW66]: belongs under "Employee responsibilities."

New Sec. 9.19 – Effective 09/22/20

7.0 USE OF TOWNSHIP RESOURCES ~~TERMINATION~~

Commented [EW67]: "Termination" is being moved to "Employment"

7.1 ~~6.5 Personal Telephone Calls and E-Mail Usage:~~

Commented [EW68]: This Section is being deleted/combined with Section 6.7/Appx G to reduce duplication.

A. Personal Calls and Emails. Employees are permitted to make or receive brief personal telephone calls and/or write or respond to personal e-mail. ~~While such actions are permitted, e~~Employees are asked to exercise discretion and keep Incidental Personal Use ~~such actions to a minimum, on the basis of in~~ both frequency and duration. ~~However, employees who use public facilities and equipment shall have no expectation of privacy since all public records are subject to review by the public or Township personnel under the Michigan Freedom of Information Act.~~

Commented [EW69]: Now definition of "Incidental Personal Use" in Section 6.7 (with modified tenses for readability).

Revised Sec. 6.5 - Effective 02/13/18

~~6.6B. Personal Use of Township Equipment, Vehicles, and Labor:~~

Commented [EW71]: Use of Resources, Section 7

Personal use of ~~Oshtemo Charter~~ Township supplies (e.g. copy paper, mailing supplies, janitorial supplies, etc.), equipment (e.g. copiers, printers, fire/rescue equipment, maintenance tools, etc.), vehicles, and labor (i.e. Employee work time) is prohibited unless authorized by the Township's Elected Officials and/or their designees.

~~6.7 Internet Usage/ Media and Security Policies:~~

Commented [EW72]: Moved to Section 7.2/combined with Appx. g

C. Personal Use of Township Computing Resources During Business Hours. Personal Use of Computing Resources restricted to an Employee's authorized breaks and/or lunch time as permitted by the Employee's Department Head. Incidental Personal Use is permissible during business hours if the use: (a) does not consume more than a trivial amount of resources that could otherwise be used for business purposes, (b) does not interfere with worker productivity, and (c) does not preempt any Township business. Employees are asked to exercise discretion and keep Incidental Personal Use to a minimum in both frequency and duration.

Commented [EW73]: Pulled from former Sec. 6.5 re: "Telephone and E-Mail Usage".

D. Personal Use of Township Computing Resources After Business Hours. Use of the Township's Computing Resources outside of business hours is permissible, so long as the Employee follows all requirements set forth in this *Employee Handbook*.

~~Oshtemo Charter Township provides access to the Internet to assist employees in the performance of their jobs. The facilities to provide that access represent a considerable commitment of Oshtemo Charter Township resources for telecommunications, networking, software, storage, etc. The Internet Usage, Media and Security policies are designed to help employees understand Oshtemo Charter Township's expectations for the use of the Internet.~~

~~While explicit requirements for Internet Usage and Media are set forth in Appendix G, an understanding of Oshtemo Charter Township's Internet and~~

~~Media Usage philosophy is necessary as a base. The Internet and Media are considered a business tool, provided to employees at significant cost. Employees must conduct themselves honestly and appropriately on the Internet, through the use of Media, and respect the copyrights, software licensing rules, property rights, privacy and privileges of others, just as they would in any other business dealings. All existing Oshtemo Charter Township policies apply to conduct on the Internet and Media, especially (but not exclusively) those that deal with intellectual property protection, privacy, misuse of Oshtemo Charter Township resources, sexual harassment, information and data security, and confidentiality. Unlawful Internet Usage may also garner negative publicity for Oshtemo Charter Township and expose Oshtemo Charter Township to significant legal liabilities.~~

~~While a direct connection to the Internet and Media offers a plentitude of potential benefits, it can also open the door to significant risks to Oshtemo Charter Township's data and systems if the appropriate security disciplines are not followed. An Internet user can and will be held accountable for any breaches of security or confidentiality.~~

~~All employees are expected to comply with the Township's Sensitive Information Handling Policy and Information Security Policies attached to Appendix G.~~

~~Please refer to Appendix G for additional rules and regulations of Internet, Media, Computer and Cell Phone Usage at Oshtemo Charter Township.~~

Revised Sec. 6.7 - Effective: 12/11/07
Revised Sec. 6.7 Title & Add Second to Last ¶ - Effective: 04/08/14
Revised Sec. 6.7 - Effective: 02/12/19

6.11 E. Personal Property:

The Township shall not be responsible for personal property of ~~employees~~ Employees, Contractors, Volunteers, and/or Limited Term Workers that may become damaged, lost, or stolen when left in Township buildings or vehicles if such property is not necessary for the ~~employee's~~ Employee's, Contractor's, Volunteer's, Elected Officials, and/or Limited Term Worker's work with the Township.

**7.2 ~~Internet Computing Resource and Usage/ Social Media and Security Policy~~
Use ies:**

Definitions:

Credential(s)- means login, password, file access, etc. which is issued to a Township Employee, Contractor, Limited Term Worker, and/or Volunteer and which allows/restricts the Employee's, Contractor's, Limited Term Worker's, Elected Officials, and/or Volunteer's access to any Township Computing Resource.

Computing Resources- means any Township data in any form, and the equipment used to manage, process, or store Township data, that is used in the course of executing business. This includes, but is not limited to, Township, resident, and partner data.

Incidental Personal Use- means making or receiving brief personal telephone calls and/or writing or responding to personal e-mail messages using the Township's Computing Resources.

Social Media- refers to any internet-based forum, website, or application (e.g., Facebook, Next Door, Reddit, etc.) on which users can read, post, or respond to the posts of others.

User(s)- refers to any Employees, Contractors, Limited Term Workers, and/or Volunteers with Credentials and/or who use Township Computing Resources.

F. Violations of Policy. ~~Oshtemo Charter~~The Township provides Computing Resources ~~access to the Internet to assist e~~ its Employees, Contractors, Limited Term Workers, and Volunteers ~~employees for in~~ the performance of their jobs. Any violation of this policy will result in disciplinary action up to, and including, termination.

e. _____ Creating, viewing, storing/archiving, editing, recording, or distributing materials that are fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, discriminatory, a violation of civil rights, or are otherwise unlawful or inappropriate using the Township's Computing Resources.

~~The facilities to provide that access represent a considerable commitment of Oshtemo Charter Township resources for telecommunications, networking, software, storage, etc. The Internet Usage, Media and Security policies are designed to help employees understand Oshtemo Charter Township's expectations for the use of the Internet.~~

A. Information Systems Hardware and Software Use. The Township's Computing Resources must not be used intentionally to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, other local jurisdiction. The following is a non-exclusive list of actions that are prohibited:

1. Deliberate propagation any virus, worm, Trojan horse, trap-door, or any other malicious program code.

2. Knowingly disabling or overloading any computer system or network, or circumventing any system intended to protect the privacy or security of another user.

3. Downloading entertainment software, games, or playing games against opponents over the Internet during regular business hours.

4. Using the Internet to stream video or audio streaming facilities, or to download large graphics files unless these transmissions are approved in advance by the user's immediate supervisor needed to complete Township work and meet the other provisions of this policy.

Download Approval. Any software downloaded using Township Computing Resources must first be approved by the Information Technology Coordinator and becomes the property of the Township.

B. Inspection of Computing Resources. The Township reserves the right to inspect any and all and all files on Township Computing Resources. Users have no expectation of privacy when using Township Computing Resources.

All Township related electronic correspondence may to the right of the Charter Township of Oshtemo be monitored, accessed, read, disclosed, and/or used such by the Township e-mail without prior notice to the originators and recipients of such messages. All electronic correspondence on Township accounts may be subject to the Michigan Freedom of Information Act.

D. Personal Social Media Accounts. Any personal accounts on Social Media should be kept personal and should not imply that any statement or information is sponsored, endorsed, or approved by the Township. When expressing a personal opinion, where it may be unclear if an Employee is speaking for themselves or the Township, it is best to include a statement that says:

"The information I share through this account reflects my own opinion and beliefs and does not reflect the views of Oshtemo Charter Township."

Users should not:

(a) Use personal Social Media accounts to speak for the Township unless authorized to do so (see, the Township's Social Media Policy).

(b) Disclose any Township confidential information or Social Media account

Credentials.

- (c) Users must not post to controversial discussion groups on the Internet or to any other controversial online public forums when using their Township Credentials.
- (d) Use Social Media in a way that violates any other Township policies.

C. Township Credentials. Users are responsible for all activity performed with their Township Credentials ~~personal IDs~~ and must not (a) permit others to perform any activity with their ~~user IDs~~ Credentials, and/or (b) perform any activity with ~~IDs~~ Credentials belonging to another User. Users must never type their ~~passwords~~ Credentials at a keyboard or a telephone keypad if others are known to be watching their actions. Users are prohibited from sharing their Credentials with other User, or third party, for any reason. If any User believes their Credentials have been lost, stolen, or compromised, they should contact the IT Coordinator immediately. ~~Workers~~ Users must not misrepresent, obscure, suppress, or replace their own or another person's identity on any Township electronic communications.

E. Receipt of Offensive Messages.

If any User receives offensive electronic mail messages, telephone calls, and/or other communications they may ask the originator to cease any and all offensive messages. If the originator does not promptly stop sending offensive messages, the User may terminate the communication and must report the communications to the ~~Township Supervisor~~ Personnel Director.

~~While explicit requirements for Internet Usage and Media are set forth in Appendix G, an understanding of Oshtemo Charter Township's Internet and Media Usage philosophy is necessary as a base. The Internet and Media are considered a business tool, provided to employees at significant cost. Employees must conduct themselves honestly and appropriately on the Internet, through the use of Media, and respect the copyrights, software licensing rules, property rights, privacy and privileges of others, just as they would in any other business dealings. All existing Oshtemo Charter Township policies apply to conduct on the Internet and Media, especially (but not exclusively) those that deal with intellectual property protection, privacy, misuse of Oshtemo Charter Township resources, sexual harassment, information and data security, and confidentiality. Unlawful Internet Usage may also garner negative publicity for Oshtemo Charter Township and expose Oshtemo Charter Township to significant legal liabilities.~~

~~While a direct connection to the Internet and Media offers a plentitude of potential benefits, it can also open the door to significant risks to Oshtemo Charter Township's data and systems if the appropriate security disciplines are not~~

~~followed. An Internet user can and will be held accountable for any breaches of security or confidentiality.~~

~~All employees are expected to comply with the Township's Sensitive Information Handling Policy and Information Security Policies attached to Appendix G.~~

~~Please refer to Appendix G for additional rules and regulations of Internet, Media, Computer and Cell Phone Usage at Oshtemo Charter Township.~~

Commented [EW74]: Deleted re: removal of Appx. G.

Revised Sec. 6.7 - Effective: 12/11/07
Revised Sec. 6.7 Title & Add Second to Last ¶ - Effective: 04/08/14
Revised Sec. 6.7 - Effective: 02/12/19

7.3 Cell Phone Use Policy

Purpose: The purpose of this section is to establish the policy for the use and provision of cell phones and the payment for their service plans.

Scope: This policy applies to all Township Employees and Elected Officials.

The cell phone policy shall be as follows:

- A. Individuals Required to Have Cell Phones~~Employees required to have cell phones.~~

The Township will provide cell phones and a selected service plan for ~~employees~~ individuals who the Township Board determines require cell phones at all times to further their official duties, ~~which (including the full-time Elected Officials (Supervisor, Clerk and Treasurer) and the, Full-Time Employees on the Board approved list), the Ordinance Enforcement Officer, Maintenance Dept. Head, Fire Chief, Assistant Fire Chief, and those firefighters the Fire Chief determines require cell phones.~~

1. Township Cell Phones With Personal Use. Township ~~employees~~ Employees and Elected Officials required to have a cell phone, but who do not use this cell phone for personal use, will not incur any expense. Those ~~employees~~ Employees and Elected Officials wishing to use the Township cell phone for personal use may do so by paying one-half (1/2) of the per month cost for the service in addition to any other charges not deemed necessary by the Township.

2. Township Cell Phones Without Personal Use. Those

eEmployees required to have a cell phone at all times but who wish to maintain their own cell phone service may request reimbursement of up to one-half (1/2) of the cost of the Township's service plan.

B. Periodic Cell Phone Use~~Employees required to have cell phones periodically.~~

Township ~~employees~~Employees and Elected Officials with duties and responsibilities which take them from the Township Offices should have a cell phone available while on Township business. Employees have the option of using their own cell phone and making that phone number available to the Township, or, in the alternative, ~~securing~~may secure a cell phone from the front desk by logging one out ~~the same~~ and returning ~~the same~~it upon their return from the field.

APPENDIX G

Addition of Cell Phone Use Guidelines - Effective 10/13/09
Amendment of Cell Phone Use Guidelines - Effective 7/28/11
Amendment of Cell Phone Use Guidelines ¶ A - Effective 10/9/12
Amend. of Cell Phone Use Guidelines ¶A1 & 2 & New ¶B - Eff. 10/08/13
Amend. of Cell Phone Use Guidelines ¶A - Eff. 08/09/16
Amendment of Cell Phone Use Guidelines ¶ A - Effective 06/08/21

8.0 TRAVEL & EXPENSE POLICY

8.1 Travel Expenses

A. Travel Approval. All travel must have prior approval from an immediate supervisor before the travel occurs.

1. Reimbursement Limitations. No Employee or Elected Official shall be reimbursed for travel from their home to their place of regular employment. Receipts (itemized when possible) are required for reimbursement of travel expenses, however, reimbursement may be paid for an Employee who has lost a receipt at the discretion of an Elected Official.

2. Reimbursement Rates. Reimbursement will be in accordance with the IRS General Services Administration rates currently in effect. Reimbursement will be made in accordance with the Township's Purchasing Policy. Questions should be referred to the Township Clerk.

B. Mileage:

A1. Township vehicles should be used for all Township business. If a Township vehicle is unavailable and an eEmployee or Elected Official is are required to use their personal vehicles for Township business, they will be reimbursed at the federal mileage reimbursement rate currently in effect as outlined in Appendix D.

B2. All travel must have the prior approval of a Township Official.

C3. No employee or official shall be reimbursed for travel from his or her home to his or her place of regular employment.

*Revised Sec. 8.1 - Effective 02/28/17
Revised Sec. 8.1 - Effective 02/13/18*

8.2C. Lodging:

A1. Employees will be reimbursed for the actual expenses incurred for lodging while on Township business, if such business has been approved by a Township Official. Employees must obtain receipts for lodging, and they must be submitted for reimbursement.

B. Employees must obtain receipts for lodging, meals, parking and any other expenses. All receipts must be submitted for reimbursement.

Commented [EW75]: Added to reduce duplication in sections below; repetitive language has been removed.

Commented [EW76]: Requires Board review re: substantive change. Use of the GSA allows us to avoid updating this every time rates change.

Commented [EW77]: New "Travel Approval" already covers that all travel must be pre-approved.

~~€2.~~ If hotel or other lodging is shared with one (1) or more other person(s) travelers who receive no travel reimbursement (e.g., spouse, child, etc.), reimbursement will be at the single occupancy rate of the hotel or motel, regardless of the number of persons and/or rooms occupied. ~~and the single occupancy rate shall be noted on the receipt.~~

Revised 8.2 - Effective 02/28/17

8.3D Meals:

Reimbursement for meals shall be on the following schedule:

~~A. 1. Overnight Travel Meals. Breakfast, lunch, and dinner (excluding alcohol beverages) will only be paid for travel associated with overnight stays (excluding alcohol beverages). First travel day will not provide breakfast, and return travel day will not provide dinner and reimbursed IRS General Services Administration rate. Snacks and beverages not with a meal are not covered.~~

Commented [EW78]: Requires Board review re: substantive change. Use of the GSA allows us to avoid updating this every time rates change.

~~B. 2. Local Travel Meals. Lunch only will be paid for travel associated with local, off-site seminars (within seventy-five (75) miles of Oshtemo Charter Township Hall), and only lunch will be reimbursed (and only if lunch is not included with the seminar).~~

~~C. Using either a credit card log or employee reimbursement log, an An expense report and itemized receipts must be filled out to receive reimbursement for meal expenses. All receipts must be itemized and submitted with the expense report to be paid.~~

~~D. Maximum reimbursement for meals associated with an overnight stay will be a daily per diem of seventy five dollars (\$75.00). Meal receipts must be itemized. Snacks and beverages not with a meal are not covered.~~

Commented [EW79]: Removed re: addition of GSA rates.

Revised Sec. 8.3, Paragraphs A, C & D - Effective 10/13/09
Revised Sec. 8.3, Paragraph D - Effective 02/13/18

8.4D. Gratuities and Other Expenses:

~~A. It is recognized that Reimbursement for gratuities are a necessary expense of doing business. Reimbursement shall be granted, but in no case shall not exceed twenty percent (20%) of a valid charge.~~

~~B. Reimbursement for other expenses (e.g., such as gratuities, parking, baggage handling, tolls, taxies, and public transportation) will be allowed. Under no circumstances will expenses of a personal nature be included in~~

a charge against public funds. ~~Receipts are required for any and all expense reimbursements, with the exception of a five dollar (\$5) per day allowance for tipping where a receipt cannot be feasibly obtained (e.g., for baggage handling).~~

Commented [EW80]: Substantive review from Board.

~~C. Reimbursement for the use of taxis, ride sharing services, or other forms of public transportation shall be limited to trips necessary for the conduct of official Township business. Receipts are required.~~

Commented [EW81]: For reformatting. Receipts (itemized) are required for reimbursement of all of the following: A, B, C...

~~D. All receipts must be itemized and submitted for reimbursement. Reimbursement may be paid for employees who has lost a receipt at the discretion of a Township Official.~~

Commented [EW82]: Moved up to "Reimbursement" under A.

Revised Sec. 8.4 - Effective 10/13/09
Revised Sec. 8.4 - Effective 02/28/17
Revised Sec.8.4, Paragraph A - Effective 02/13/18

8.5E Compensation for Time Worked Only:

A. ~~Nonexempt Employees will record their time worked (excluding travel to/from home, entertainment, etc.) on their time sheet, and who are in travel status will be compensated for time worked only. Time worked does not include lunch breaks, entertainment, and overnight lodging. The Township Supervisor/Personnel Director and/or Department Head will determine review the Employee's time sheet worked based on for the Employee's time worked travel report.~~

B. Overtime compensation will be in accordance with the overtime provisions ~~in of~~ this *Employee Handbook*.

~~C. Employees who voluntarily elect to attend workshops, conferences or seminars will not be compensated in excess of their normal daily rate for each day of attendance at such conferences.~~

8.6F Expense Reports:

~~Each Employee or Elected Official traveling for Township business shall complete an Expense Report, available from a Township Official, will be completed to include the following information:~~

~~A. Date(s) of travel.~~

~~B. Purpose of trip.~~

~~C. Total distance traveled in miles, if driven.~~

~~D. Record of all meals, lodging and other expenses incurred on the trip, including itemized receipts thereof.~~

~~E. Amount of travel advance, if any.~~

Completed expense reports shall be turned in for reimbursement, with all applicable receipts, as required under this policy, to the Township Clerk within three (3) working days of their return to work after the end of travel.

*Revised - Effective 10/13/09
Revised - Effective 02/28/17*

8.7G Travel Advance:

~~Due to the Township having a credit card available for employees (please see Section 8.8), there will be no travel advances provided for employees. Employees or Elected Officials; if required for travel, Employees or Elected Officials may be issued a Township credit card.~~

8.9 H. Reimbursement for Non-EmployeesSpouse:

Expenses of spouses of ~~Township-Elected~~ eOfficials or ~~E~~mployees who attend conferences or conventions (including lodging costs) shall not be paid by public funds.

8.82 Corporate Credit Card Policy:

Commented [EW83]: Now the "Credit Card Policy" with removal of Appx E, as revised, per the Clerk and Treasurer.

~~A corporate credit card will be available for Township employees to use while traveling on Township business. Refer to Appendix E for rules and guidelines for use of a corporate credit card.~~

CREDIT CARD POLICY:

~~The following policy shall govern the use of Township credit cards:~~

A. **Authority to Issue Cards.** ~~The Oshtemo Charter Township Treasurer is responsible for issuing, accounting for, monitoring, retrieving, and generally overseeing compliance with the the Township's credit cards. The Treasurer may consult with the policy Township Supervisor, Clerk, and/or Department Heads, as applicable, to determine who will receive cards, to set appropriate spending limits, etc.;~~

2. Revocation of Cards. ~~The Treasurer may require the return of a credit card from an Elected Official or Employee for a violation of this policy.~~

B. **Use and Possession of Township Credit Cards.**

~~Township credit cards may be used by designated Township Elected Officials or Employees subject to the use limitations for each individual. Any use of a Township credit card requires submission/creation of a formal requisition in compliance with the Township's Purchasing Policy.~~

~~Township credit cards may be used by elected officials or designated employees of the Township. The use of the credit cards is limited for each individual issued a credit card.~~

B(2) Limitations. ~~The limitation of each individual shall be in writing and shall be reviewed and accepted by the individual prior to the card being released to the individual for use.~~

B. **1. Travel.** ~~Use a Township credit card for travel expenses, shall as soon as possible, submit a (digital or paper) copy of the receipt. If no receipt is issued, or the receipt is lost, the Elected Official or Employee must submit a "Lost Receipt Affidavit" and attach it to the purchase order.~~

Commented [EW84]: Moved to "Use"

B. **2. Retention of Issued Card.** ~~In order to maintain control of an issued credit card, the Employee or Elected Official must sign a "Credit Card Authorization and Retention" agreement with the Treasurer.~~

~~a. Elected Officials or Employees who are issued a credit card and sign the agreement are responsible for the credit card's protection and custody.~~

~~b. If an Employee or Elected Official does not wish to sign the agreement, the credit card shall remain in the possession of the Township Treasurer until requested by the individual for use. The Treasurer may release the credit card for use, and it shall be promptly returned to the Treasurer after it has been used.~~
at which time the credit card shall be released to the individual by the Treasurer. The credit card shall be promptly returned to the Treasurer after it has been used.

3. **Lost or Stolen Cards.** If a credit card is lost or stolen, the Township Treasurer shall be notified immediately. The Treasurer will cancel the lost or stolen credit card.

~~C. Any use of the Township's credit card other than for travel expenses shall require formal requisition using the BS&A Purchasing Program in compliance with the Township's purchasing policy. Township elected officials and authorized employees who use a Township credit card for travel expenses, shall as soon as possible, submit a copy of the vendor's credit card slip, or if no credit card slip was obtained, a signed voucher from the vendor. All uses of the credit card shall require the credit card slip or voucher to describe the transaction, the name of the vendor or entity from which goods or services were purchased, the date and the amount of the transaction. The Treasurer must also be provided with the official business that required the transaction, and the chart of account number indicating the line item to which the transaction is to be charged. If a voucher is submitted, the credit card user must also include a statement detailing why a credit card slip was not obtained.~~

~~D. **Return of Issued Cards.** An elected official or authorized employee who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Oshtemo Charter Township Treasurer shall be notified immediately by the responsible person. The entity issuing the lost or stolen card shall be immediately notified by the Treasurer that the credit card has been lost or stolen, and the credit card shall be cancelled.~~

~~E. Credit cards issued without a "Credit Card Authorization and Retention" agreement must be returned to the Treasurer promptly after use.~~

Any ~~e~~Elected ~~e~~Official or ~~authorized~~ ~~E~~Employee issued a credit card shall return the credit card to the Township Treasurer office upon termination of ~~their~~his or ~~her~~ employment or service with the Township.

Commented [EW85]: Duplicates "Travel"/"Use" and "D. Review of Transactions"

Commented [EW86]: Moved to B(2)(a)

~~F-A (1) List of Authorized Users~~ The ~~Oshtemo Charter~~ Township Treasurer shall maintain a list of all credit cards owned by the Township, along with the name of the ~~Elected Official~~ officer or ~~authorized E~~ employee who has been issued the credit card, the credit limit established, any conditions or other limitations for that card, the date issued, and the date returned.

~~Each officer or authorized employee shall initial the list beside his or her name to indicate agreement that the credit card has been issued and that the officer or authorized employee has received and read a copy of this policy.~~

Commented [EW87]: Move up to A

~~D. Review of Transactions—and Unauthorized Purchases.~~ The Township Clerk shall review each credit card statement as soon as possible to ensure that the transactions comply with the Township's policies. ~~The Oshtemo Charter Township Treasurer and Clerk shall review each credit card statement as soon as possible to ensure that the transactions comply with this policy and the Township's purchasing policy.~~ Any use of a credit card outside of travel must have a requisition and/or purchase order before the card is used. ~~Any~~ ~~Transactions that appear on a credit card the statements that are were not~~ authorized and/or documented in accordance with the Township Purchasing Policy and/or Travel Policy with a credit card slip or a signed voucher and the information required in sub-paragraph C above shall be ~~immediate~~ promptly referred to the Township Treasurer for investigation ~~by the Township Treasurer.~~ Any unauthorized purchases (e.g., denied purchase order, personal charges, no receipt, etc.) will be repaid to the Township by the Employee or Elected Official making the charge at the Clerk or Treasurer's request.

~~Transactions that do not appear to comply with this policy shall be reported to the Township Board by the Township Treasurer.~~

~~G. Elected officials and authorized employees who use a Township credit card in a manner contrary to this policy shall be subject to disciplinary actions, as deemed appropriate by the Township Board, including reimbursement to the Township for unauthorized expenditures.~~

~~E. Policy Violations.~~ Failure to comply with the Township's Purchasing policy, will result in a written reprimand. Repeated violations of this policy will result in a revocation of credit card privileges with notification to the Clerk's Office and Supervisor's Office of such revocation. The Supervisor's Office will determine if the Township Board will be notified of the revocation and the violation, or situation, that caused the revocation. ~~The Township may, at its discretion, take additional disciplinary action and/or pursue legal action when necessary in response to a violation of this policy.~~

Commented [EW88]: Revised from Clare's draft/emails from Clare.

APPENDIX E

Revised Paragraph F - Effective 6/24/14
Revised Paragraph C - Effective 3/25/08
Revised Paragraph C - Effective 6/24/14

8.3 APPENDIX F: Use of Township or Personal Vehicles for Township Business

USE OF TOWNSHIP OR PERSONAL VEHICLES FOR TOWNSHIP BUSINESS:

I. Guidelines for Operating Township Vehicles:

A. Availability and Use of Township Vehicles.

2. Use Guidelines. ~~A.~~ Township vehicles must be left at the appropriate Township location when not in use.

~~B.~~ Vehicles, with the exception of emergency vehicles, will not be assigned to individuals or departments but will be available to all licensed Township personnel.

~~C.~~ ~~The Township Maintenance Director will be responsible for service and maintenance of Township vehicles.~~ The Fire Chief will be responsible for service and maintenance of Fire Department vehicles, the Facilities Director will be responsible for all other Township vehicles.

Commented [EW89]: repetitive.

~~D.~~ Township vehicles will be used for Township business including overnight travel for seminars, if available.

1. Logging Use. Every Township vehicle, with the exception of emergency vehicles, shall have a written log ~~to tracking use.~~ All users will log the date of use, starting mileage, ending mileage, and the user's signature when using a Township vehicle.

2. Use Guidelines.~~E.~~ Smoking is prohibited in all Township vehicles.

H. Employee Requirements/C. Driving Record Requirements:

Employees ~~or Elected Officials~~ operating a motor vehicle (whether personal or Township owned) as a normal part of their assigned duties:

● shall have a valid Michigan driver's license with no more than eight (8) points from the Michigan Secretary of State's Office.

2. Accumulation of Points. ● ~~shall have a notation placed in their personnel file if they incur more than four (4) points, and may be will_ subject the operator to possible disciplinary action by the Personnel Director, or requested by his/her Department Head, and shall be noted in the employee's file.~~

1. Pre-hire Review and Notification of Change. ● shall have their Michigan driving record reviewed prior to hire and-

● may have their driving record reviewed at least once per year.

Such individuals

● shall notify their immediate supervisor, (who will notify the ~~Township Supervisor/~~Personnel Director) of any and all violations for which ~~the/she~~Employee is cited resulting in “points” on ~~his/her~~their driving record.

B. Use of Personal Vehicles for Township Business.~~III. If a Township vehicle is unavailable, an Employee or Elected Official may use their personal vehicle for Township business, provided that they carry liability insurance with a minimum \$100,000 Personal Injury and \$300,000 Personal Protection. ~~Employee Insurance Requirements:~~ Employees or Elected Officials using their personal vehicles shall:~~

A. ~~Employees using their personal vehicle(s) while on Township business:~~

- ~~shall carry liability insurance with a minimum \$100,000 Personal Injury and \$300,000 Personal Protection.~~
- shall (a) provide required coverage amounts for all personal vehicles used on Township business.
- shall (b) provide proof of coverage (declaration page of their policy) at each renewal.

IV.D Reporting a Motor Vehicle Incident/Accident:

A. ~~Employees or Elected Officials operating a motor vehicle on Township business as a normal part of their assigned duties who are~~ involved in an incident/accident resulting in damage to a vehicle (whether a Township-owned vehicle or their personal vehicle) shall:

- (a) ● ~~shall immediately promptly~~ report the incident/accident to their immediate supervisor who shall in turn report to the ~~Township Supervisor/~~Personnel Director.
- shall (b) complete the ~~Vehicle Accident Form~~Work-Related Incident/Accident Involving a Motor Vehicle Report and forward it to the Township Clerk.

*Revised Appx F - Effective 10/13/09
Revised - Effective 12/13/16
Revised - Effective 02/28/17
Revised Appendix F - Effective 04/09/19*

*Revised Appendix F - Effective 04/09/19
Revised Appendix F - Effective 04/09/19
Revised - Effective 10/13/09
Revised - Effective 12/13/16
Revised - Effective 02/28/17
Revised Appendix F - Effective 04/09/19*

9.0 EMPLOYEE BENEFITS

9.1 Employee Benefits Summary

Qualifying Life Event- means the birth or death of a Dependent, or the marriage, divorce, or other loss of insurance event for the Employee or a Dependent.

Dependent- means a qualified individual covered under an Employee’s Township provided insurance benefits (e.g., spouse, un-married child (ask HR for details on restrictions), etc.).

POLICY

A. Benefit Summary. An Employee Benefits Summary will be provided to Employees annually. The following benefits are offered to Township Employees:

An Employee Benefits Summary will be provided to Employees annually.

<u>Full-Time Benefits</u> <u>(32 hours/week +)</u>	<u>Part-Time Benefits</u> <u>(20 hours/week +)</u>	<u>Part-Time Benefits</u> <u>(under 20</u> <u>hours/week)</u>	<u>Paid On-Call</u> <u>Benefits</u> <u>(OD-POC &</u> <u>POC)</u>	<u>Temporary or</u> <u>Seasonal</u>
<u>401(a)/457(b)</u> <u>account</u>	<u>401(a)/457(b)</u> <u>account</u>		<u>401(a)/457(b)</u> <u>account</u>	
<u>AFLAC</u>	<u>AFLAC</u>	<u>AFLAC</u>	<u>AFLAC</u>	
<u>Employer Paid Life</u> <u>Insurance</u>			<u>Employer Paid</u> <u>Life Insurance</u>	
<u>Flexible Spending</u> <u>Account</u>				
<u>Health</u> <u>Reimbursement</u> <u>Arrangement</u>				
<u>Long Term Care</u> <u>Insurance</u>				
<u>Medical, Dental,</u> <u>Vision Insurance</u>				
<u>Retiree Health</u> <u>Savings Account</u>				
<u>Short Term & Long</u> <u>Term Disability</u> <u>Insurance</u>				
<u>Volunteer Fire</u> <u>Insurance Services</u> <u>(VFIS)- Full Time</u> <u>Fire Only</u>			<u>Volunteer Fire</u> <u>Insurance</u> <u>Services</u> <u>(VFIS)</u>	
<u>Voluntary Life</u>	<u>Voluntary Life</u>	<u>Voluntary Life</u>	<u>Voluntary Life</u>	

<u>Insurance</u>	<u>Insurance</u>	<u>Insurance</u>	<u>Insurance</u>	
<u>Workers</u>	<u>Workers</u>	<u>Workers</u>	<u>Workers</u>	<u>Workers</u>
<u>Compensation</u>	<u>Compensation</u>	<u>Compensation</u>	<u>Compensation</u>	<u>Compensation</u>
<u>Insurance</u>	<u>Insurance</u>	<u>Insurance</u>	<u>Insurance</u>	<u>Insurance</u>

B. Employee Notification Requirements

1. Employees should promptly notify the Personnel Director of any changes in their, or their Dependent's, status that requires a change to their Township insurance benefits outside of the annual open-enrollment period. Employees must notify the Personnel Director of any Qualifying Life Events within thirty (30) calendar days after such event(s) occurs.

~~Employees should promptly be requested to notify the Personnel Director or his/her designee of any changes in their Dependent's status, i.e.: marriage, birth of children, etc. that require changes outside of the annual open-enrollment period.~~

2. Employee should update their address, telephone number, and the address and telephone number of a person to notify in case of an emergency.

Employees must notify the Personnel Director of any Qualifying Life Events (e.g., dependent birth, death, make notifications within fivethirty (530) workingcalendar days after such eventchange occurs.

Revised Sec. 2.11- Effective 02/28/17

Revised Sec. 2.11- Effective 02/13/18

Commented [EW90]: Moved from Sec. 2.11 because it didn't really fit with "personnel files"

Holidays:

See Appendix A.

9.2 PAID TIME OFF (PTO) POLICY

PAID TIME OFF (PTO)

Scope: This policy applies to Full-Time, Part-Time (>20hours/week), and eligible POC/OD-POC Township Employees.

Commented [EW91]: Moved from Appx. B

Cap- means the maximum amount of PTO an Employee can keep in their PTO bank. The Cap is one hundred and fifty percent (150%) of the Employee's Length of Service PTO level. Once the Cap is reached, an Employee will not accrue additional PTO time until their PTO balance is below the Cap (e.g., an Employee with one (1) year Length of Service will stop accruing PTO when they reach two hundred and fifty-two (252) hours thirty-one point five (31.5) days of banked PTO).

- A. Eligible Employees. Full-Time and regular Part-Time employees-~~Employees~~ working a minimum of twenty (20) hours a week (and POC/OD-POC~~on-call Fire Department employees~~-who worked, on average, ~~twenty-five (25)~~ 25 hours or more during the immediately preceding calendar year) will be ~~granted-accrue~~ paid time off (PTO) ~~subject to the regulations contained herein~~ in accordance with this policy. ~~Other part-time Temporary Employees, Seasonal employees-Employees, Contractors, Limited Term Workers, and Volunteers are not eligible for PTO benefits.~~ Elected Officials who track and record their time in accordance with this policy will be treated like Full-Time Employees for the purposes of this policy.

Commented [EW92]: changed for agreement with "accrual" section

Commented [EW93]: Added to account for Elected Officials.

B. PTO Scheduling, Approval, and Recording Requirements.

1. PTO Approval. Department Heads are responsible for approving Employee PTO requests. Employees must submit written requests for PTO for vacation, and other non-emergency situations, to their Department Head in advance for approval. Employees' use of PTO must be submitted to their Department Head. PTO taken for vacation purposes shall be scheduled in writing in advance with approval from the Department Head prior to being taken. All other PTO uses must be promptly reported to the Employee's Department Head. ~~All PTO time taken must be noted on the employee's time sheet. Staff must enter PTO time taken for vacation purposes on the staff calendar.~~ Department Heads are responsible for managing their own PTO time.

Commented [EW94]: Moved to D, below.

- C. Department Heads must ensure appropriate coverage for their ~~Department~~department when reviewing and approving PTO requests. When ~~scheduling~~coverage conflicts occur, ~~employees-Employees~~ with a greater ~~length~~ Length of Service will be given preference for ~~requested PTO~~ vacation dates.

Commented [EW95]: Now B.

- D. 2. Recording Use of and Payment for PTO. Employees are responsible for recording all uses of PTO on their timesheet using the "PTO" line item. PTO will be paid at the ~~employee's~~ Employee's current regular rate of pay as submitted on the Employee's biweekly timesheet. Staff must enter PTO time taken for vacation purposes on the Employees calendar.

E. **PTO Accrual.** Upon hire, Employees will receive their initial PTO allocation as laid out in the table below. Days/hours of PTO will be granted based on Length of Service. PTO will run from calendar year to calendar year. At an Employee's anniversary date, the increase in PTO earned will be prorated for the balance of the year. Employees moving to a higher/lower accrual rate during a calendar year will have their accrual re-calculated when the change to their hour occurs, and the HR/Benefit Coordinator will inform the Employee of their new PTO balance related to their rate change. PTO shall accrue in the following manner: PTO benefits shall accrue in the following manner:

Days/hours will be granted based on years of service:

Length of Service	Full-Time (40 Hour) Rate²	Full-Time (32 Hour) Rate²	Part-Time (20 Hour) Rate²	24 Hour Shift (Fire) Rate
0-6 months ¹	5 days/40 hours	32 hours	20 hours	88 hours
6 months – 1 year	9 days/72 hours	57.6 hours	36 hours	96 hours
1-5 years	21 days/168 hours	134.4 hours	84 hours	264 hours
accrual rate ³	6.46 hours/pay period	5.168 hours/pay period	3.23 hours/pay period	10.15 hours/pay period
Cap ³	31.5 days/ 252 hours	25.2 days/ 201.6 hours	15.75 days/ 126 hours	16.5 days/ 396 hours
5-15 years	27 days/216 hours	172.8 hours	108 hours	336 hours
accrual rate ³	8.31 hours/pay period	6.648 hours/pay period	4.155 hours/pay period	12.92 hours/pay period
Cap ³	40.5 days/ 324 hours	32.4 days /259.2 hours	20.25 days/ 162 hours	21 days/ 504 hours
15 years +	32 days/256 hours	204.8 hours	128 hours	408 hours
accrual rate ³	9.85 hours/pay period	7.88 hours/pay period	4.925 hours/pay period	15.69 hours/pay period
Cap ³	48 days/ 384 hours	38.4 days/ 307.2 hours	24 days/ 192 hours	25.5 days/ 612 hours

¹ PTO is available for use, but there will be no PTO payout of these hours until the Employee remains employed by the Township for at least thirty (30) days.

² Employees working less than forty (40) hours per week but more than twenty (20) hours per week, not listed in the table, will receive PTO calculated as a percentage of the Full-Time (40 hour/week) PTO accrual rate.

³ Beginning January 1, 2023. The number of days allocated is calculated for either a 24-hour or 8-hour shift.

0-6 months ————— 5 days / 40 hours
 6 months – 1 year ————— 9 days / 72 hours
 1 year – 5 years ————— 21 days / 168 hours

~~5 years – 15 years – 27 days / 216 hours
15 years + – 32 days / 256 hours~~

~~Any sick time currently accrued will be frozen, and employees may use up that time, under the old sick time guidelines, before having to use their PTO.~~

Commented [EW96]: Removed re: “use or lose” direction for remaining sick time.

~~F. Employees working less than 40 hours per week but more than 20 hours will receive PTO calculated at their Full Time Employee equivalent, but not less than 40 hours of PTO per year.~~

Commented [EW97]: Added as “2” under the PTO table.

~~PTO will run from calendar year to calendar year. At an Employee’s anniversary date, the increase in PTO earned will be prorated for the balance of the year.~~

Commented [EW98]: Moved up to C, as part of PTO accrual.

Commented [EW99]: Moved up to C, as part of PTO accrual.

~~EG. D. Use of PTO. Employees are eligible to take PTO time when it is earned but not before. If time off is needed/wanted, and the Employee has no PTO in their bank, the time off, if approved, will be taken without pay.~~

~~1. Mandatory Use. -Each Employee shall take the equivalent number of days equal to their normal work week off each calendar year in consecutive succession as part of the Employee’s PTO time.~~

~~PTO will run from calendar year to calendar year. At an employee’s anniversary date, the increase in PTO earned will be prorated for the balance of the year.~~

Commented [EW100]: Moved up to “accrual” section.

~~H.2. Unscheduled PTO. When taking unscheduled PTO for illness or injury, will make every attempt to notify their immediate supervisor within one (1) hour of their regular starting time, or as soon as possible. employees are required to notify their immediate supervisor within one (1) hour of their regular starting time. Illnesses lasting more than 5 calendar days may require a doctor’s slip before returning to work. An inordinate Excessive use of unscheduled PTO or failure to provide the required notice may subject the employee Employee to discipline.~~

Commented [EW101]: Modified to mirror language in other sections, and for the understanding that emergencies might mean lack of notification.

Commented [EW102]: Removed because covered in “Return to Work” and contradicts timeline in that section.

Commented [EW103]: Removed as there is no “notice” requirement in this policy.

~~I.3. Restrictions. Total PTO at the beginning of any year cannot exceed 1½ (one and one-half) times the annual allotted time- (i.e. 50% of total days/hours granted can be carried over into the next year). Beginning January 1, 2023, PTO will not accrue above the Cap; Employees will be able to carry-over an amount equal to their Cap based on their Length of Service.~~

~~J. If time off is needed/wanted, and the employee has no PTO in his/her bank, the time off, if approved, will be taken without pay.~~

~~K. If an employee terminates his/her employment with the Township, he/she will be paid for 50% of any accrued PTO.~~

~~L. If an employee is terminated by the Township, no payout shall occur.~~

Commented [EW104]: This is covered in “Final Compensation” and has been removed from this section to avoid duplication/inconsistent updating.

~~M. Each employee shall take the equivalent number of days equal to his/her normal work week off each calendar year in consecutive succession as part of his/her PTO time.~~

Commented [EW105]: Moved to "F" re: use of PTO time.

APPENDIX B

Revised Title, Paragraphs A,B,D,E, F,G,H,I,J,K - Effective 01/01/08
Revised Paragraph F - Effective 03/25/08
Revised Paragraph F - Effective 10/13/09
New Paragraph L - Effective 04/10/12
Revised Paragraphs B & C - Effective 10/08/13
Revised Paragraph B - Effective: 06/24/14
New Paragraph H & Relabel Remaining Paragraphs - Effective 06/26/18
Relabel Paragraphs K and L - Effective 06/26/18
Revised Paragraphs E & F - Effective: 01/29/19
Revised Paragraphs A,E & F - Effective: 03/26/19
Revised Paragraph E - Effective: 11/24/20

9.3 ~~Vacations: PTO DONATION POLICY~~

Commented [EW106]: Name changed from "Donated Leave"

~~See Appendix B.~~

APPENDIX I

Commented [EW107]: Moved from Appx I

DONATED LEAVE POLICY:

Medical Emergency means a medical condition that will require the prolonged/extended absence of the Employee from work and result in a substantial loss of income to the Employee due to the exhaustion of all available PTO.

Purpose: The purpose of this section is to establish a policy for Employees to donate PTO for use by other Employees and to establish the rules for use of donated PTO time, in compliance with IRS guidance, and Employee use of donated PTO time for the Employee's own medical event that requires additional time off in excess of their available Paid Time Off (PTO).

Scope: This policy applies to Full-Time, Part-Time (>20hours/week), and PTO eligible POC/OD-POC Township Employees.

A. Voluntary Donation of PTO Policy Statement.

~~Oshtemo~~ The Township recognizes that PTO eligible Employees ~~employees~~ may have a medical event ~~that requires resulting in a need for~~ additional time off in excess of their available Personal Time Off (PTO). ~~To address this need, a~~ Accordingly, all eligible Employees have the option will be allowed to donate their unused PTO ~~from their unused balance~~ to their co-workers in need ~~in~~

~~accordance with the policy outlined below. PTO donation his policy~~ is strictly voluntary.

B. Eligibility, or request the use of donated PTO

~~Full-Time, Part-Time (>20hours/week), and PTO eligible POC/OD-POC Township Employees may donate PTO, or request the use of donated PTO, in accordance with this policy. In order to donate and/or receive donated PTO, the individual must have been employed by the Township for a minimum of six (6) months prior to the donation or request for donated PTO. Employees must be employed with Oshtemo Township for a minimum of six months to be eligible to donate and/or receive donated PTO. Employees who would like to make a request to receive donated PTO must have a Medical Emergency and have exhausted their own PTO.~~

Commented [EW108]: Scope.

C. Guidelines:

~~Employees who would like to make a request to receive donated PTO must have a situation that meets the following criteria:~~

~~**Medical emergency**, defined as a medical condition of the employee that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all PTO available.~~

Commented [EW109]: Revised/moved to "Eligibility" and Definitions.

D. Use of Donated PTO. Donated PTO hours ~~can~~ may be used as follows:

- a. ~~Full-Time Employees may use donated PTO hours to make up for a shortfall between the Employee's available PTO time and the time required to qualify for Short Term Disability for a Medical Emergency. Once approved for Short Term Disability, donated PTO hours can be used to "supplement" Short Term Disability.~~
- b. ~~Part-Time Employees may use donated PTO hours to provide wages if the Employee has depleted their own PTO bank for a Medical Emergency. Use of donated PTO hours for wage replacement cannot exceed the Part-Time Employee's normal hours per work week.~~
- * ~~Full time employees if the requesting employee does not have sufficient hours banked to fulfill the 14 day elimination period prior to Short Term Disability coverage, donated hours can be used to meet this requirement.~~

~~Full time employees once approved for Short Term Disability, donated hours can be used to “supplement” Short Term Disability to provide full pay.~~

Commented [EW110]: Combined both ‘full-time’ sections into D(1).

~~Part time employees if the requesting employee has depleted their PTO, donated hours can be used to provide wages.~~

Commented [EW111]: revised/moved to D(2)

c. POC/OD-POC Use. Eligible POC/OD-POC may use donated PTO hours to provide wages if the Employee has depleted their own PTO bank for a Medical Emergency. Use of donated PTO hours for wage replacement cannot exceed the number of hours the POC/OD-POC Employee was scheduled for, and will miss, due to the Medical Emergency.

Commented [EW112]: This was not in the original. Drafted to fill a gap, as POC are covered under this policy.

D.C. Donation of PTO Hours.

Eligible Employees may donate PTO at any time by by submitting a “PTO Donation Authorization” form to the Personnel Director.

1. Donation Pool. Donated PTO will be placed into a pool for use by eligible Employees. The recipient’s identity will not be disclosed to donating Employees. Donated PTO is on a strict by-the-hour basis without regard to the dollar value of the donated, or used, PTO.

2. Donation Restrictions. Employees who are currently on an approved leave of absence cannot donate PTO. Employees cannot borrow against future PTO to make a donation. Employees may donate a maximum of forty (40) PTO hours per calendar year (unless the Employee is donating PTO hours they would lose at year end) and a minimum of four (4) hours. The total PTO donation bank will be capped at fifteen hundred (1,500) hours; donations will not be accepted when the bank is full.

- ~~• The donation of PTO is strictly voluntary.~~
- ~~• An employee may donate PTO to a pool for use by eligible recipients.~~
- ~~• Recipient identity will not be disclosed to donating employees.~~
- The donation of PTO is on an hourly basis, without regard to the dollar value of the donated or used leave.
- ~~• The minimum number of PTO hours that an eligible employee may donate is 4 hours.~~
- ~~• The maximum number of PTO hours an eligible employee may donate in one calendar year is 40 hours, unless the employee is donating hours they would lose at year end.~~

- ~~Employees cannot borrow against future PTO to donate.~~
- ~~Employees may donate PTO at any time. In addition, employees will be given the opportunity to donate PTO annually during benefits open enrollment.~~
- ~~Employees who are currently on an approved leave of absence cannot donate PTO.~~

Commented [EW113]: Consolidated into new headings above.

EE. Request for ing Donated Personal Time O Hours.

~~Employees requesting Donated PTO hours must have a Medical Emergency to request donated PTO hours and submit a completed "PTO Donation Request" form to the Personnel Director. PTO donation requests will be distributed to the Employee as designated and approved on the "PTO Donation Request" form.~~

Commented [EW114]: Added to clarify that this is a requirement.

1. **Approval Procedure.** Requests must be approved by the Employee's Department Head and the Personnel Director. If insufficient hours are available when multiple requests are received for donated PTO hours, the Personnel Director will make the final decision as to how the available time is disbursed to requesting Employees.

2. **Restrictions.** Requesting Employees must use any available (banked) PTO before using donated PTO hours. Donated PTO may only be used for the approved request. Employees may not receive more than four hundred and eighty (480) hours/twelve (12) weeks of donated PTO within a rolling 12-month period starting from the approval of the Employee's request for a Medical Emergency.

~~Employees who would like to request donated sick/personal time are required to complete a Request for Donation of PTO form and submit it to Human Resources.~~

~~Requests for donations of PTO must be approved by the employee's Department Head and the Township Personnel Director. If insufficient hours are available when multiple requests are received for donated PTO, the Personnel Director will make the final decision as to how the available time is disbursed.~~

~~If the recipient employee has available PTO in his/her balance, it must be used prior to any donated PTO time. Donated PTO may only be used for the approved request.~~

~~Employees who receive donated PTO may receive no more than 480 hours (12 weeks) within a rolling 12 month period.~~

Commented [EW115]: Consolidated into D above.

APPENDIX I

New Appendix I - Effective 04/10/18

9.4 Insurance:

A. Insurance Offered. The Township offers in accordance with the Township’s Ordinance No. 643, as amended, and pursuant to the contract(s) between the Township and any insurance or benefits administration utilized by the Township the following types of insurance to eligible Employees and Elected Officials:

Commented [EW116]: We should probably add this, because the Ordinance is where the eligible Employees/officials are laid out, and it means we don’t have to change this later.

<u>Insurance Benefit</u>	<u>Township Pays*</u>	<u>Employee Pays**</u>	<u>Election</u>
<u>Additional Long Term Care Insurance</u>	<u>0%</u>	<u>100%</u>	<u>Voluntary</u>
<u>Aflac (Optional)</u>	<u>0%</u>	<u>100%</u>	<u>Voluntary</u>
<u>Dental Insurance</u>	<u>80%</u>	<u>20%</u>	<u>Voluntary</u>
<u>Flexible Spending Arrangement (Dependent and Medical)</u>	<u>0%</u>	<u>100%</u>	<u>Voluntary</u>
<u>Health Reimbursement Arrangement</u>	<u>100%</u>	<u>0%</u>	<u>Auto-Enrollment (with Medical)</u>
<u>Life & Dismemberment Insurance</u>	<u>100%</u>	<u>0%</u>	<u>Auto-Enrollment</u>
<u>Long Term Care (Base Plan)</u>	<u>100% for Base Plan</u>	<u>0%</u>	<u>Auto-Enrollment</u>
<u>Long-Term Disability</u>	<u>100%</u>		<u>Auto-Enrollment</u>
<u>Medical (Single/ Spouse/ Family/ Spousal Medicare Premium) Insurance</u>	<u>80%</u>	<u>20%</u>	<u>Voluntary</u>
<u>Short-Term Disability</u>	<u>100%</u>		<u>Auto-Enrollment</u>
<u>Vision Insurance</u>	<u>80%</u>	<u>20%</u>	<u>Voluntary</u>
<u>Volunteer Fire Insurance Services (VFIS)</u>	<u>100%</u>	<u>0%</u>	<u>Auto-Enrollment</u>
<u>Voluntary Life (Optional)</u>	<u>0%</u>	<u>100%</u>	<u>Voluntary</u>
<u>Workers Compensation</u>	<u>100%</u>	<u>0%</u>	<u>Auto-Enrollment</u>

*Employee premiums paid shall be determined by the Township Board which shall set the respective share which the Township will contribute to the premiums for eligible Employees and Elected Officials (herein after referred to as the Township’s share or the Township’s contribution).

** Employees electing coverage through the Township insurance plans will be responsible for the Employee’s share for such elections, which will be deducted from the Employee’s paycheck at the current annual rate (established at open enrollment).

Additional information about Employee insurance benefits is available in the Employee Benefit Guide provided annually by the Township.

B. Medical Insurance Plan. The Township provides Full-Time Employees the medical, dental, and vision insurance benefits.

1. Health Insurance Coverage. Eligible Employees who opt-out of the medical insurance coverage provided for by the Township will be entitled to a bi-weekly payment in an amount annually established by the Township Board.

Eligible individuals may elect medical, dental, and/or vision coverage for themselves, and/or their Dependents after thirty (30) days of continuous employment with the Township. Eligible Employees who opt-out of the medical insurance coverage provided by the Township will be entitled to a payment in an amount annually established by the Township Board.

2. Health Reimbursement Arrangement. The health reimbursement arrangement is a Township funded group health plan from which eligible Employees and Elected Officials may be reimbursed (tax-free) for qualified medical expenses up to a fixed dollar amount per year. Unused amounts from one year may be rolled over to subsequent years. All Employees electing medical coverage through the Township plan will be automatically enrolled in the health reimbursement arrangement plan.

3. COBRA. The Township will provide all required COBRA notices to eligible Employees, Elected Officials, and their Dependents. Those individuals with a Qualifying Life Event will be provided the opportunity to elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) at their own expense. Employees and Elected Officials are required to notify the Personnel Director of a Qualifying Life Event that triggers COBRA eligibility

The following insurance benefits are provided by the Township as follows:

<u>Insurance Benefits</u>	<u>Township's Share</u>	<u>Employee's Share</u>
---------------------------	-------------------------	-------------------------

<u>Medical Insurance Single/Spouse/Family Spousal Medicare Premium</u>	<u>80%</u>	<u>20%</u>
<u>Dental Insurance</u>	<u>80%</u>	<u>20%</u>
<u>Vision</u>	<u>80%</u>	<u>20%</u>
<u>Short Term Disability</u>	<u>100%</u>	
<u>Long Term Disability</u>	<u>100%</u>	
<u>Life Insurance</u>	<u>100%</u>	
<u>Long Term Care</u>	<u>100% for Base Plan</u>	
<u>Voluntary Life Option</u>		<u>100%</u>
<u>Aflac Optional</u>		<u>100%</u>

*Revised Sec. 9.4 – Effective 10/13/09
 Revised Sec. 9.4 – Effective 2/14/12
 Revised Sec. 9.4 – Draft 1- Effective 12/11/12*

9.5B Disability Income Insurance. ~~The Township provides eligible Employees and Elected Officials with disability income insurance. Full-time employees (exempt and nonexempt) are eligible for the Township Disability Income Insurance Plan including:~~ For those who qualify, s

1. Short-Term Disability. Full-Time Employees are eligible for coverage under the Township's short-term disability plan after thirty (30) days of continuous employment with the Township. Short-term disability pay will be allowed (as set forth under the Township's current Disability Income Insurance Plan) for up to thirteen (13) weeks for a qualifying disability or illness. This leave shall be coordinated with the FMLA provisions of Section 9.17 of the Township Employee Handbook.

While on short-term disability, all benefits normally paid by the Township will continue. The Employee will continue to be responsible for paying their portion of any benefits they receive for which the Employee is normally responsible through a payroll deduction.

2. Long Term Disability. Full-Time Employees and eligible Elected Officials will qualify for coverage under the Township's long-term disability plan after thirty (30) days of continuous employment with the Township. Pay will be allowed (as set forth under the Township's current Disability Income Insurance Plan) commencing in Week-week fourteen (14) of a qualifying disability or illness, for those employees who qualify, long-term disability pay will begin.

If an Employee's or eligible Elected Official's qualified health care professional has indicated they will be able to return to work as provided in the "Return to Work" Section of this Employee Handbook, all benefits paid by the Township will continue.

Coordination of Short-Term and Long-Term Disability. Employee short-term and long-term disability shall be coordinated with the FMLA leave provisions of The same documentation requirements provided for under Section 9.17 of this Oshtemo Charter Township Employee Handbook shall apply.

Commented [EW117]: Move to bottom of Disability Income Insurance section.

4. Permanent Long-Term Disability, or Extended Long-Term Disability. Due to limited staff, and the need to carry out necessary governmental functions, keeping a position open for an indefinite period would cause an undue burden on the Township. Therefore, an ~~employee-Employee~~ remaining on disability beyond twenty-six (26) weeks will be terminated, unless ~~he or she~~they contacts the Township and ~~is-are~~ able to provide a plan which will allow ~~him or her~~them to return to work. A return to work, which plan may include a reasonable accommodation necessary to allow the ~~employee-Employee~~ to perform ~~his- or her~~their necessary job functions, as discussed in this Employee Handbook.

~~While on short term disability, all benefits normally paid by the Township will continue. The employee will be responsible for his/her portion of any benefits he/she receives for which the employee is normally responsible through payroll deduction.~~

~~If an employee's physician has indicated the employee will be able to return to work within the guidelines of Section 9.5, all benefits paid by the Township will continue.~~

If an ~~employee~~ **Employee** is determined by the Township's disability provider to be qualified and accepted for permanent long-term disability, the Township will no longer pay for any benefits. -Health insurance can be continued under COBRA for eighteen (18) months at the Employee's expense.

Revised Sec. 9.5 – Effective 04/09/13

Revised Sec. 9.5, 1st Para – Effective 05/05/15

C. Life Insurance. The Township provides eligible Elected Officials, Full-Time Employees, and POC/OD-POC with life and dismemberment insurance at no cost.

1. Township Provided Life Insurance. The Township provided life and dismemberment insurance after thirty (30) days of continuous employment with the Township. Coverage is for eligible Employees only. The amount of coverage provided shall be determined by the Township Board. Employees may elect additional life insurance coverage at their own expense.

2. Voluntary Life Insurance. Employees may elect additional life insurance coverage at a premium cost for themselves, their spouse, and/or dependents.

D. Fire Fighter Volunteer Fire Insurance Services (VFIS). The Township provides all Full-Time, Part-Time, and POC/OD-POC firefighters VFIS insurance at no cost. Eligible Employees will be auto-enrolled in the plan on hire. Plan details can be obtained from the Personnel Director.

E. Long Term Care Insurance. The Township provides long term care insurance (base plan) to eligible Employees (at no cost) and eligible Elected Officials (at their own cost).

1. Township Provided Long Term Care Insurance. The Township provides base plan long term care insurance for eligible Employees and Elected Officials only (no Dependent coverage). Plan details can be obtained from the Personnel Director. Upon termination of employment with the Township, individuals may continue their long-term care insurance at their own expense.

2. **Additional Long Term Care Insurance.** Eligible Employees and Elected Officials may elect additional long term care insurance beyond the Township provided base plan at their own expense.

F. **Other Voluntary Elections.** The Township provides eligible Employees and Elected Officials additional insurance fringe benefits as provided below:

1. **Aflac.** Aflac plans provide insurance coverage in addition to the coverage provided by the Township's other insurance plans. Eligible Elected Officials and Employees (Full-Time, Part-Time, and POC/OD-POC) Employees may elect Aflac supplemental insurance at their own expense.

2. **3. Flexible Spending Account (FSA).** Full-Time Employees are eligible for enrollment in a flexible spending account. A flexible spending account allows eligible Employees to pay for out-of-pocket medical expenses (e.g., copayments, deductibles, qualified prescription drugs, etc.) with pre-tax dollars. Contribution limits and roll-over for unused funds at the end of the year will be established by the Township Board (in accordance with federal law) and provided to Employees.

F. **Workers Compensation Insurance:**

All ~~employees~~ Employees are covered by workers compensation for disability or death ~~as a result that results from of an~~ accidental ~~injuries~~ injury or occupational disease suffered in the course of employment. -All injuries, even minor ones, must be reported immediately to the ~~employee's~~ Employee's Immediate Supervisor, and all ~~employees~~ Employees must complete a "Work-Related Incident Report" form. ~~Please see Section 6.14.~~

H. **Opt-Out.** Notice that an eligible Elected Official or Employee will opt-out of insurance, or coverage, provided by the Township must be in writing and delivered to the Personnel Director. Opt-out notifications given before coverage begins will result in non-coverage under the plan(s); notice given after coverage has begun under the plan(s) will be subject to the termination procedures of the plan(s).

Revised Sec. 9.9 - Effective 02/13/18

9.6 **Deferred Compensation:**

~~Employees (exempt and nonexempt) are eligible for the Deferred Compensation Plan. Information may be obtained from a Township Official.~~

Revised - Effective 02/28/17

Commented [EW118]: Add in response to concerns raised in 04/06 meeting re: who notice should be delivered to under Employee Benefits Ordinance.

Commented [EW119]: Removed from this Section and added/combined w 401(a)/457(b) **Defined Contribution Plan**

94.76 (Reserved) Compensation for Jury Duty and Court Appearances:

Commented [EW120]: Section 4.6 under "Compensation"

Scope: This policy applies to (1) a summons for jury duty; (2) subpoena, summons, or deposition is related to Township business.

Compensation. Employees are not required to use PTO, or Relief Time, to cover absences from work for jury duty and/or appearances for work-related subpoenas, summons, and/or depositions, and will be normal rate of pay for time spent as provided in this policy.

Requirements.

1. Court Appearances. Upon receipt of a summons and complaint in a matter related to department or Township business, the Employee promptly notifies their Department Head and the Township Attorney in compliance with this *Employee Handbook*.

2. Jury Duty. An Employee who is called by notice or subpoena to report for jury duty will promptly provide notice to their immediate supervisor, Department Head, or the Personnel Director.

Limitations/Restrictions:

Employees will only be compensated for jury duty which occurs on a day they are regularly scheduled to work. Should an Employee be excused from jury duty before the end of their shift, they will return to work to complete their shift.

The Township reserves the right to require adequate documentation in support of time served for jury duty; Employees failing to provide the requested documentation will not be paid for work time missed.

Employees will only be compensated for a subpoena, summons, or deposition related to Township business, or requiring the Employee's testimony in their capacity as a Township Employee in criminal or civil matter involving the Township.

Employees subpoenaed to testify about non-work-related matters shall be permitted to take time off to testify, but are not entitled to receive wages, or other compensation, from the Township for any such appearance or deposition. Employees may use PTO, or Relief Time, for the time they will be away from work, and arrangements for this time off should be coordinated with their Department Head.

*Revised Sec. 9.7 – Effective 05/05/15
Sec. 9.7 Replaced-Effective / /*

9.8 Funeral Leave:

- ~~A. Full time employees shall be granted three (3) days paid leave in the event of the death of a member of the employee's immediate family. For this policy, immediate family shall be defined to include someone's spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted, half, and step members are also included in immediate family.~~
- ~~B. Full time employees shall be granted one (1) day paid leave in the event of the death of any other relative of the employee. Other relatives shall be aunts, uncles, cousins, nieces and nephews.~~
- ~~C. Part time employees working a minimum of twenty (20) hours per week may have one half (1/2) of the funeral leave of full time employees as set forth above.~~
- ~~D. At the discretion of the Township Personnel Director, additional time may be granted.~~

*Revised Sec. 9.8 - Effective 02/13/18
Revised Sec. 9.8 - Effective 11/24/20*

Commented [EW121]: Moved to "Leave of Absence" with FMLA, Military, Parental, Unpaid.

9.9 Workers Compensation Insurance:

~~All employees are covered by workers compensation for disability or death as a result of accidental injuries or occupational disease suffered in the course of employment. All injuries, even minor ones, must be reported immediately to the employee's Immediate Supervisor, and all employees must complete a Work Related Incident Report form. Please see Section 6.14.~~

Commented [EW122]: Moved up to "Insurance" section.

9.11 Military Leave:

9.129.5- RETIREMENT PLANS

Purpose: The purpose of this section is to provide information regarding the Township's Defined Contribution and Deferred Compensation Plans and the Retiree Health Savings Account.

Scope: This policy applies to eligible Township Employees and Elected Officials.

A. Defined Contribution (401(a)) and Deferred Compensation Plans (457(b)). Pension:

The Township has established, and maintains, a defined contribution plan (401(a) and deferred compensation plan (457(b)) for eligible Township Employees and Elected Officials in accordance with the Township's Employee Benefits Ordinance No. 407, as amended. Employees eligible for, and who elected, retiree health benefits prior to November 21, 2012 are not eligible for participation in the defined contribution plan. The Township's eligible Elected Officials and Employees, as provided in the Ordinance, may participate in, and contribute to, the Township's 401(a)/457(b) plans. The Township Board will make an annual contribution the defined contribution plan. Eligible Employees have vesting privileges as provided in the respective plans. Employees may obtain information on pension benefits from the Township Supervisor. Full time and part time employees are eligible for the Township's pension program.

Eligible employees have vesting privileges after twenty four (24) months of full time or part time continuous employment.

Revised Sec. 9.12, 2nd Para – Effective 05/05/15

9.6 Deferred Compensation:

Employees (exempt and nonexempt) are eligible for the Deferred Compensation Plan. Information may be obtained from a the Township Official/Personnel Director.

Revised - Effective 02/28/17

B. Retiree Health Care Defined Contribution Plan. The Township has established, and maintains, a retiree health care defined contribution plan for eligible Township Employees and Elected Officials in accordance with the Township's Ordinance No. 407, as amended. The Township Board will determine the annual contribution rate to the plan. Plan information may be obtained from the Personnel Director.

Commented [EW123]: Removed from Insurance Section and added/combined w 401(a)/457(b) **Defined Contribution Plan**

9.13 Memberships and Publications:

~~Upon request of the employee, a Township Official may approve professional memberships and publications which will contribute to the employee's professional development, and which may be paid by the Township. Employees may join an Oshtemo community service organization, and the Township will reimburse the employee up to one-half (1/2) of the cost of joining such an organization.~~

~~_____ Revised Sec. 9.13 - Effective 09/23/08
_____ Revised Sec. 9.13 - Effective 02/28/17
_____ Revised Sec. 9.13 - Effective 02/13/18~~

9.14 Educational and Professional Development:

Purpose- The Township recognizes that ~~e~~Employees and the Township may benefit from additional education and/or attendance at conferences, meetings, workshops, and seminars. ~~In order to~~ To encourage employee education and professional development in this regard, the following Township has established this policies are established, for payment, or reimbursement, of educational and/or professional expenses.

Scope-

Revised Sec. 9.14 - Effective 10/09/18

A. All Reimbursements are at the Township's Discretion. ~~In reviewing any requests submitted under these rulespolicy, the Township shall have complete and total discretion to grant or deny an Employee's education reimbursement and/or professional development request the same in whole or in part. -By establishing these policies, the Township is not promising to grant any Employee request for educational or professional developmentsuch request in whole or in part.~~

Commented [EW124]: Move up to "A"

B. Publications and Memberships and Publications: ~~Upon request of the e~~Employees, ~~may request, and an Elected Official Township Official~~ may approve, professional memberships and/or publications which will contribute to the ~~e~~Employee's professional development, and ~~if approve, the costs will which may be paid by in full by~~ the Township. ~~Employees may join an Oshtemo community service organization, as a volunteer, and the Township may approvewill~~ reimburse the ~~E~~employee up to one-half (1/2) of the cost of ~~the membership for~~ joining such an organization.

*Revised Sec. 9.13 - Effective 09/23/08
Revised Sec. 9.13 - Effective 02/28/17
Revised Sec. 9.13 - Effective 02/13/18*

9.14.1C. Education Reimbursement. ~~This section outlines the policy for reimbursement for degree classes/courses taken by full time employees and paid on call fire personnel at an accredited institution of higher learning. The Township may reimburse an eEmployee, in whole or in part, for the tuition expenses of degree classes/courses taken at an accredited institution of higher learning. of education under the following circumstances:~~

Commented [EW125]: Limited to Tuition. Nothing for books, etc.

A1. Request Procedure.

~~The Employee must submit a signed written request for Education Participation and Reimbursement Request. reimbursement form signed by the employee must be submitted to the employee's Employee's Department Head (or in the case of a Department Head, to the Personnel Director) for approval prior to in advance of enrollment. If approved, the Department Head will submit the request to the Personnel Director or his/her designee the employee request and indicate they will include reimbursement for the class/course in the next year's budget reimbursement for the class/course. Upon successful completion of the course(s) the Employee must submit documentation of successful completion and a completed "Request for Reimbursement" form to the Personnel Director to obtain reimbursement. The request must be submitted on the appropriate form, and must show:~~

- ~~1. Name of the class/course, the institution, and beginning and ending dates.~~
- ~~2. Description of how the class/course of study will relate to the employee's work for the Township and will contribute to the employee's ability to perform his or her duties.~~
- ~~3. The amount the employee requests for reimbursement.~~

Commented [EW126]: Form revised to include this information.

B2. Terms.

~~By submitting an "Education Participation and Reimbursement Request" the request, the eEmployee understands, and agrees, that:~~

- ~~a. reimbursement is contingent on the successful completion of the class/course, with a grade of "B-" or better,~~
- ~~b. proof of successful completion must be timely submitted to the Personnel Director,~~
- ~~c. no reimbursement will be made for repeated courses.~~

1. ~~No reimbursement will be made until after written evidence of successful completion of the class/course, with a grade of "B" or better, has been submitted to the Personnel Director or his/her designee.~~
2. ~~There will be no reimbursement for repeated courses.~~

~~Revised Sec. 9.14.1 - Effective 10/09/18~~

3d. ~~Employees must remain employed with the Township for one (1) year following successful completion of the class/course to be eligible for reimbursement. The employee agrees that if his or her employment with the Township is terminated prior to the successful completion of the class/course, no reimbursement will be paid.~~

Commented [EW127]: Revised for consistency.

4. ~~The employee has not been requested or required by the Township or any of its agents or employees to pursue the class/course of study for which the application for reimbursement is made.~~

5c. ~~Reimbursement is will be made for tuition only; books, materials, and any other related expenses will be the responsibility of the Employee. Reimbursement per class/course related to the employee's position will be made one year after successful completion.~~

f. ~~Reimbursement per class/course related to the Employee's position will be made one (1) year after successful completion and submission of the required forms and documentation.~~

4. ~~No classes or courses covered by this policy are requested, or required, by the Township and the Employee's pursuit of continued education is strictly voluntary.~~

Oshtemo Township Education Reimbursement				
Municipality	Lifetime Employee Reimbursement Cap	Reimbursement per Class/Course Related to Current Position	Minimum Grade Requirement	Employee Reimbursement
Oshtemo Charter Township	\$10,000	As determined by Department Head—approved by HR	B-	100% reimbursement, 1 year after the completion of course with minimum grade requirement

				earned:
Notes:				
1)-OSHTEMO-TOWNSHIP-WILL-NOT-REIMBURSE-EMPLOYEE-FOR-RE-TAKING-THE-SAME-COURSE-FOR-ANY-REASON-				
2)-DEGREE-REIMBURSEMENT-IS-FOR-FULL-TIME-EMPLOYEES-AND-PAID-ON-CALL-FIREFIGHTER-PERSONNEL-ONLY-				

Revised Sec. 9.14.1 - Effective 02/28/17
 Revised Sec. 9.14.1 - Effective 02/13/18
 Revised Sec. 9.14.1 - Effective 10/09/18
 Revised Sec. 9.14.1 - Effective 02/28/17
 Revised Sec. 9.14.1 - Effective 02/13/18
 Revised Sec. 9.14.1 - Effective 10/09/18

9.14.2D. Professional Development: ~~The Township may reimburse Full-time eEmployees and paid on call firefighters, in whole or in part, for the expenses of professional development where an Employee may requests permission to attend a conferences, workshops, seminars, or meetings in the Employee's field. The Township may reimburse employees, in whole or in part, for expenses of professional development under the following circumstances:~~

A1. Procedure.

~~The Employee must complete and sign a written "Conference/Seminar Attendance Request" form and create a purchase order requisition request for attendance signed by the employee must be submitted to the employee's Department Head for approval prior to in advance of attendance registration. The The Employee's Department Head (or the Personnel Director) will review the request and is responsible for insuring funding is provided in their departmental budget. If approved, the Department Head will submit to the Personal Director or his/her designee the eEmployee request will be issued a purchase order number; once received, the Employee can register.~~

Commented [EW128]: This has been further revised to match the current procedure/new form.

~~B. The request must be submitted on the appropriate form and must show:~~

- ~~1. Name of the conference, workshop, seminar, or meeting, dates of the proceedings, location, the sponsoring group, association, or organization.~~
- ~~2. Description of how the conference, workshop, seminar, or meeting will relate to the employee's work for the Township and will contribute to the employee's ability to perform his or her duties.~~
- ~~3. The expenditure amount of the request and the budget line item from which it will be paid.~~

~~C. By submitting the request, the employee agrees:~~

~~1. There will be no reimbursement for repeated events.~~

~~2. The attendance at the proceedings is purely voluntary on his or her part, and is not being required by the Township.~~

~~Revised Sec. 9.14.2 - Effective 02/28/17~~

~~Revised Sec. 9.14.2 - Effective 10/09/18~~

~~D2. Restrictions.~~

~~1. Travel for Out-of-state conferences, workshops, seminars, or meetings are limited to one (1) per year unless otherwise approved by the Personnel Director.~~

~~2. Attendance at in-state, or virtual, conferences, workshops, seminars, or meetings will at the Department Head's discretion and as the budget, and staffing needs, allows. Attendance at conferences, workshops, seminars or meetings shall not leave the Department unstaffed.~~

~~33. Unapproved Requests. If a purchase order requisition request for a conference, workshop, seminar, or meeting is unapproved, in whole or in part, and the Employee still wants to attend, approval of special time off with pay is denied, in whole or in part, the employee may request that he or she be allowed to use accrued PTO time for attendance. The Employee will be responsible for any unapproved registration/fees/travel costs for such requests at such proceedings pursuant to Appendix B.~~

Commented [EW129]: Form was revised to include this information.

Oshtemo Township Professional Development				
Municipality	Lifetime Employee Reimbursement Cap	Reimbursement per Professional Development Event-Related to Current Position	Minimum Grade Requirement	Employee Reimbursement
Oshtemo Charter Township	NONE	As determined by department head—approved by HR	A certificate of completion, if provided, required with a copy of inclusion in the employee's personnel file.	Once approved by Department Head and submitted to HR and approved by the Personnel Director, Oshtemo Township will pay directly for the development event.

9.14.2 - Effective 02/28/17

Revised Sec. 9.14.2 - Effective 10/09/18

9.14.3. Other:

Commented [EW130]: Removed as redundant.

~~Occasions may arise where a professional or educational activity is held which is not covered by the above policies. If an employee desires to attend such activities without using PTO time or without taking time off without pay and desires that the Township pay the cost of the same, a written request shall be submitted to the employee's Department Head and the Personnel Director in advance of attendance, setting out all of the reasons the employee believes that his or her request should be granted. The Personnel Director may grant such a request in whole or in part if it is determined that the activity will be of sufficient benefit to the Township to justify approval even though it is not required of the employee.~~

~~A. In reviewing any requests submitted under these rules, the Township shall have complete and total discretion to grant or deny the same in whole or in part. By establishing these policies, the Township is not promising to grant any such request in whole or in part.~~

Commented [EW131]: Move up to "A"

Revised Sec. 9.14.3 - Effective 02/28/17
Revised Sec. 9.14.3 - Effective 10/09/18

<u>Comparison Table</u>				
<u>Type</u>	<u>Limitations</u>	<u>Reimbursement or Payment</u>	<u>Request Procedure</u>	<u>Requirements</u>
<u>Educational Expenses</u>	<ul style="list-style-type: none"> • <u>\$10,000 lifetime cap</u> • <u>Tuition only</u> • <u>No repeated class or courses are reimbursed</u> 	<u>Reimbursed at 100% one (1) year after successful completion and proof of grade.</u>	<u>Employee submits "Educational Participation Request Form" prior to enrollment; Employee submits "Educational Reimbursement Request Form" 1 year after completion for reimbursement</u>	<u>Proof of completion of the class or course with a minimum "B-" grade; remain employed until 1 year post-completion.</u>
<u>Professional Development</u>	<ul style="list-style-type: none"> • <u>One (1) out-of-state event per year</u> • <u>No repeated events approved.</u> 	<u>Development event costs are paid directly by the Township; Employee must reimburse if not completed.</u>	<u>Employee submits a "Conference/Seminar Attendance Request" and follows Purchasing Policy prior to registration</u>	<u>A certificate of completion/ other verification of attendance and completion of the event.</u>

<u>Professional Memberships Publications</u>	<u>Elected Official's discretion</u>	<u>100% professional memberships and/or publications</u>	<u>Complete a "Publication and/or Membership Payment Request"</u>	<u>Must contribute to Employee's professional development</u>
<u>Oshtemo Community Service Organization Membership</u>	<u>Township's discretion</u>	<u>(1/2) of the cost of joining such an organization</u>	<u>Complete a "Publication and/or Membership Payment Request"</u>	<u>Subject to Township approval</u>

9.157 Leave of Absence

A. **Unpaid Leave of Absence:** ~~1. The Township Supervisor, as~~ Personnel Director may allow ~~E~~employees to take ~~an~~ unpaid leaves of absence for reasonable purposes ~~unrelated to FMLA or Workers Compensation.~~ ~~2.~~ During the period in which the ~~employee~~ ~~Employee~~ is off the payroll on ~~an unpaid~~ leave of absence, the Township will pay the ~~employee's~~ ~~Employee's~~ benefits until the next ~~monthly~~ billing period. ~~If the unpaid leave of absence extends beyond that date, the employee~~ ~~Employee~~ must reimburse the Township for all premiums to keep all benefits in effect.

~~3. In addition, employees do not accrue vacation, sick, personal or other leave while on unpaid leave of absence.~~

B. **Funeral Bereavement Leave:** ~~Full-Time and Part-Time Employees are entitled to bereavement leave as described below. At the discretion of the Township Personnel Director, additional time may be granted.~~

Commented [EW132]: Moved from 9.8

~~A1. Full-Time Employee Leave.~~ Full-Time ~~employees~~ ~~Employees~~ shall be granted:

~~1. Three (3) days of paid leave in the event of the death of a member of the employee's~~ ~~Employee's~~ immediate family ~~(i.e. For this policy, immediate family shall be defined to include someone the Employee's (or Employee's spouse's), parent(s), and grandparent(s), children, and grandchildren, siblings~~ ~~brothers and sisters, mother-in-law and/or father-in-law, brothers-in-law and sisters-in-law, daughters-in-law, and sons-in-law; Adopted, half, and step members are also included in immediate family).~~

~~2. One (1) day paid leave in the event of the death of any other relative of the Employee (e.g., aunts, uncles, cousins, nieces, and nephews, etc.).~~

~~B2. Part-Time Employee Leave.~~ Full-time ~~employees~~ shall be granted ~~one (1) day paid leave in the event of the death of any other relative of the employee. Other relatives shall be aunts, uncles, cousins, nieces and nephews.~~

~~C. Part-Time~~ ~~e~~Employees working a minimum of twenty (20) hours per week may have ~~one half (1/2) of the funeral bereavement leave proportional to that of full~~ ~~Full-time~~ ~~Time~~ ~~E~~employees as set forth above.

~~D. At the discretion of the Township Personnel Director, additional time may be granted.~~

Commented [EW133]: Moved up to top of B

Revised Sec. 9.8 - Effective 02/13/18
Revised Sec. 9.8 - Effective 11/24/20

C. Parental Leave. ~~4. Qualified Full-Time Employees will receive an additional forty (40) hours of Parental Leave for each Qualifying Parental Event (multiple births per pregnancy, or adoption/foster/guardianship of multiple children, will not increase the amount of Parental Leave time granted to the Employee) to allow the Employee time to bond with the child as follows:~~

~~The Township will provide eligible employees with additional Paid Time Off (PTO) to allow the employee to bond with a new child.~~

Qualifying Parental Event means the Employee (a) has given birth to a child, (b) is the spouse or committed partner of a person who has given birth to a child, or (c) has had a child under the age of 17 placed for adoption, foster care, or legal guardianship within the Employee's home.

Parental Leave will be granted to ~~employees~~ Employees who meet the following conditions:

~~a)1. The employee~~ Employee is classified as a Full-Time ~~Employee~~ (this definition does not include independent contractors, contracted workers, or seasonal employees);

~~b)2.)~~ The ~~employee~~ Employee has been employed by the Township for at least six (6) months prior to the start date of the requested Parental Leave. and

~~e)3.~~ Parental Leave ~~must~~ commences within six (6) months of a Qualifying Event ~~qualifying event: the employee (a) has given birth to a child, (b) is the spouse or committed partner of a woman who has given birth to a child, or (c) has had a child under the age of 17 placed for adoption, foster care, or legal guardianship within the employee's home; and~~

~~d)4.~~ The ~~employee~~ Employee notifies the Township, through ~~his or her~~ their Department Head, of the need for Parental Leave as soon as practicable after the need becomes apparent, and in any event at least thirty (30) days prior to the requested start date of the Parental Leave unless such advanced notice is impractical.

~~Benefits granted to the employee will remain the same when an employee is on Parental Leave as if the employee were using regular PTO time.~~

~~2. Time Granted.~~

~~Full Time employees will receive an additional forty (40) hours of PTO for each birth (multiple births per pregnancy, or adoption/foster/~~

~~guardianship of multiple children, will not increase the amount of Parental Leave time granted to the employee) or placement of a child for adoption, foster care, or legal guardianship within the employee's home at the employee's straight weekly, or hourly, pay rate.~~

3. Use of Parental Leave Limitations Parental Leave is subject to the following limitations:-

a) 1. Parental Leave commences within six (6) months of a Qualifying Parental Event and must be used within six (6) months of commencement; ~~Parental Leave must be used within six (6) months of commencement; Parental Leave must be used within six (6) months of a qualifying event;~~

b) 2. The Township may require an ~~employee~~ Employee who requests Parental Leave under this policy to provide supporting information regarding the ~~employee's~~ Employee's eligibility for leave. If the ~~employee~~ Employee is taking FMLA leave for the care of the child, the ~~employee~~ Employee may be required to use ~~his or her~~ their Parental Leave concurrently with such FMLA leave; ~~and~~

e) 3. Parental Leave will only be granted to an ~~employee~~ Employee once per twelve (12) month period.

d) Parental Leave pay will be at the Employee's straight weekly, or hourly, pay rate. Upon termination of employment from the Township, ~~unused~~ Parental Leave time will not be ~~considered part of the employee's PTO balance for the purposes of any paid youts allowed under Township policies.~~

e) Employees covered by a collective bargaining agreement should consult their contract regarding other eligibility requirements for leave.

Benefits granted to the Employee will remain the same when an Employee is on Parental Leave as if the Employee were using regular PTO time.

*Revised - Effective 02/28/17
Revised Sec. 9.15 - Effective 11/24/20*

D. Federal Family and Medical Leave Act of 1993 (FMLA), U.S. Department of Labor (DOL). The Township will comply with requirements of the Federal Family and Medical Leave Act of 1993, as amended, (FMLA) in processing Employee requests for FMLA leave. The FMLA provides ~~up to~~ for twelve (12) ~~work~~ weeks of unpaid leave per ~~twelve (12)-~~ month period for ~~qualified eligible employees~~ Employees with ~~valid qualifying personal~~ medical or family reasons for leave.

In addition, FMLA provides for up to twelve (12) weeks of qualifying exigency leave if your spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty status as a member of the National Guard or Reserves, or up to twenty six (26) weeks if your spouse, son, daughter, or parent or next of kin is a covered service member and has a serious injury or illness;

Commented [EW134]: Duplicates information below.

To qualify for FMLA, an Employee must have worked for the Township one (1) year and have worked at least one thousand two hundred fifty (1,250) hours during that period. The Township will determine whether an Employee qualifies for FMLA at the time requested for FMLA leave to begin.

~~Oshemo Charter~~ The Township will calculate the twelve (12)-month period—FMLA qualification period from date of hire, the same as the vacation schedule.

To qualify for the family medical leave, you must have worked for the Township one (1) year and have worked at least one thousand two hundred fifty (1,250) hours during that period. The Township will determine whether an employee meets this qualification at the time his/her leave begins.

The FMLA entitles eligible Employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the Employee had not taken leave. Eligible Employees are entitled to:

a) Twelve workweeks of leave in a 12-month period for:

1. the birth of a child and to care for the newborn child within one (1) year of birth;

2. the placement with the Employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;

3. to care for the Employee's spouse, child, or parent who has a serious health condition;

4. a serious health condition that makes the Employee unable to perform the essential functions of their job;

5. any qualifying exigency arising out of the fact that the Employee's spouse, child, or parent is a covered military member on "covered active duty;" or

b) Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, child, parent, or next of kin (military caregiver leave).

Commented [EW135]: Replaced with info from <https://www.dol.gov/agencies/whd/fmla>

A. Family Leave Qualifications:

An employee who is qualified for leave may take leave for the following family events:

1. Birth of a child, and care for the newborn child.
2. Placement of a child with the employee for adoption or foster care.

An employee must give the Township Supervisor/Personnel Director thirty (30) days' notice of their/his/her intention to take the family leave/FMLA, if the date of the qualifying event birth or placement is foreseeable. If it is not possible to give thirty (30) days' advance notice, the employee must give as much notice as possible to the Township Supervisor/Personnel Director. The right to take leave for birth or placement expires twelve (12) months after the birth or placement of the child.

Commented [EW136]: Removed re: addition of info from <https://www.dol.gov/agencies/whd/fmla>

B. Medical Leave Qualifications:

An employee may be entitled to medical leave for a serious health condition of the following individuals:

1. Son or daughter (including biological, adopted, and foster children, as well as step children, legal wards, and disabled adult children).
2. Spouse.
3. Parent (or someone who has acted in the role of parent).
4. The employee himself or herself, if the employee is unable to perform the functions of his or her job position, provided the employee meets the eligibility requirements set forth above.
5. Employees who fail to return to work at the conclusion of any unpaid leave provided for under this section of the *Employee Handbook*, except for the continuation, reoccurrence or onset of a serious health condition that would otherwise entitle the employee to leave under the FMLA, or due to circumstances beyond the employee's control, shall be required to reimburse the Township for all health insurance costs paid on behalf of the employee during the period of their unpaid leave.

Commented [EW137]: See, additions to A above.

Commented [EW138]: Moved to "G" Return to Work

The Township may require the employee to provide documentation or a statement that a covered family relationship exists.

A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves:

~~1. A period of incapacity or treatment involving inpatient care in a hospital, hospice, or residential medical care facility, and any later related treatment.~~

~~2. Continuing treatment or supervision by a health care provider.~~

~~3. A period of incapacity requiring more than three (3) days' absence from work, school, or other regular activity, and later related treatment, including at least two (2) visits to a health care provider within thirty (30) days of incapacity.~~

~~4. Prenatal care or pregnancy if the pregnancy prevents the employee from working due to restrictions imposed by a doctor.~~

~~5. A period of incapacity or treatment for a chronic serious health condition (one that requires periodic treatments at least twice per year, and that lasts an extended period of time, including episodic conditions such as asthma, diabetes, and epilepsy).~~

~~6. A permanent or long-term condition that is incurable, or~~

~~7. Multiple treatments for restorative surgery after an injury or for a condition that failure to treat would result in more than three (3) days of incapacity (such as cancer or kidney disease).~~

~~“Continuing treatment” includes multiple treatments by a health care service, as well as single treatments that result in a regimen of continuing treatment under the health care provider’s supervision. Self-treatment using over the counter medications for mild illnesses is not included. Routine physical, eye, or dental examinations also are not included.~~

~~Under the FMLA regulations, the definition of “health care provider” includes:~~

~~1. Doctors of medicine or osteopathy.~~

~~2. Dentists, clinical psychologists, optometrists, podiatrists, and (for some treatments) chiropractors.~~

~~3. Licensed nurse practitioners, nurse midwives, and clinical social workers.~~

~~4. Christian Science practitioners.~~

~~5. An health care provider whose clarification of a serious health condition will be accepted by the employer or by the employer's group health plan.~~

Commented [EW139]: Delete and refer to DOL.Gov for information.

Under the FMLA, periodic leave or reduced work schedule is available if necessary to accommodate the ~~employee's~~ Employee's personal medical treatments for the Employee or their qualified family members.

EB. Military Family Leave Provisions Under The FMLA.

1. exigency FMLA time will be granted for the following:

1. Because of a qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on active duty or notified of impending call or order to active duty,

Qualifying exigency leave for twelve (12) weeks includes:

- (a) short-notice deployment, defined as a call or order to active duty seven (7) days prior to the date of deployment (limited to seven (7) calendar days of leave beginning on the date the military member is notified of deployment);
- (b) military events and activities related to the call to active duty;
- (c) childcare and school activities (e.g., arrange for alternative childcare, provide childcare on an urgent or immediate-need basis, enroll child in a new school or day care, attend meetings with a child's school or day care staff);
- (d) make or update financial and legal arrangements;
- (e) counseling;
- (f) rest and recuperation (limited to five (5) days per leave);
- (g) post-deployment activities, defined as up to ninety (90) days following termination of active duty status; and

- (h) additional activities agreed to by both the employer and the employees.
- 2. To care for a covered service member with a serious injury or illness if the employee is a spouse, son, daughter, parent or next of kin of the service member.

Covered service member leave permits an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness to take up to twenty-six (26) workweeks of leave during a 12-month period to care for the service member.

A “covered servicemember” is “a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.” 29 USC 2611(16). A “covered servicemember” does not include a former member of the Armed Forces, National Guard, or Reserves or one who is on the permanent disability retired list.

The term “serious injury or illness” means “an injury or illness incurred by the [service]member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade rank, or rating.”

D. Documentation:

~~Employees requesting FMLA will complete and submit the appropriate leave request form (available from dol.gov) to the Township’s Personnel Director. The Township may require that the employee provide additional documentation relating to the qualifying event-serious health condition that is the basis for the leave request, within five (5) days after receiving a leave request (or after the leave begins, if the leave was unforeseen). The employee will have within up to fifteen (15) days to provide the documentation of the request. The documentation must be completed by a doctor or other health care provider. A documentation form is available in the Township Supervisor’s office. The Township will ask the employee for additional documentation at reasonable intervals during the course of the absence. Before being permitted to return to work, the employee must submit a note from his/her physician stating he/she can return to work and are capable of performing his/her required job functions. NOTE: The Township will consider~~

Commented [EW140]: Re-worked for clarity.

~~making reasonable accommodations to his/her disability in accordance with applicable laws where required.~~

Commented [EW141]: Removed as out of date/covered elsewhere.

E. Other Medical Opinions:

~~When the FMLA leave is requested for the Employee's serious medical condition, the Township Supervisor may require that the employee Employee seek obtain a second opinion from a physician-qualified health care professional chosen by the Township. If the second opinion differs from the first, and a third opinion is sought, the employee Employee and the Township will agree on a physician-qualified health care professional to provide a third opinion. If the Township requests a second and third opinion, the Township will pay for the incurred expenses of the second and third opinions.~~

F. Leave Guidelines Restrictions and Limitations:

The Township is not required to pay an ~~employee Employee~~ for a FMLA leave of absence. An ~~employee Employee~~ may use ~~his/her their~~ accrued ~~vacation PTO~~ for partial pay during the leave if they desire. ~~The Employee may qualify for short-term disability (if applicable), and the Township may require the Employee to use their short-term disability concurrently with their FMLA leave.~~

~~An employee Employees may apply for take- FMLA to be taken consecutively or intermittently/ or on a reduced-work schedule per FMLA guidelines. All employees Employees approved for intermittent/reduced-work schedule FMLA are to will make reasonable efforts to arrange FMLA their leave time with the Township Supervisor, as Personnel Director and/or their supervisor, to try and minimize the disruption on the Township's operations.~~

Revised - Effective 02/28/17

Commented [EW142]: make section w "intermittent FLMA" terms

Township paid health insurance will continue during FMLA leave, however, other ~~employee Employee~~ benefits such as ~~vacation PTO~~, holiday pay, accrued seniority, dependent health insurance, dental insurance, life insurance and disability premiums will not continue while on FMLA leave unless paid for by the ~~employee Employee~~ during the period of the FMLA leave.

Commented [EW143]: For Board review: The purpose of FMLA leave is to maintain the status of the employee; tracking this will be very burdensome. Is this the Board's intention?

Commented [EW144]: For Board review: is it the intention of the Board that HR separate out the premium portion of the health insurance for employees (paid) and not for dependents (unpaid)

G. Return to work:

Conditions for an Employee's return to work following FMLA leave will be determined in accordance with this Employee Handbook.

~~All employees who have taken leave under FMLA due to inability to perform his/her job functions shall, prior to their return to work, present a fitness for duty certification.~~

Revised Sec. 9.17 – Effective 10/13/09

NEW SECTION ON FMLA:

Federal Family and Medical Leave Act of 1993 (FMLA). The Township will comply with requirements of the Federal Family and Medical Leave Act of 1993, as amended, (FMLA) in processing Employee requests for FMLA leave.

The FMLA entitles eligible Employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the Employee had not taken leave. Under the FMLA, periodic leave or reduced work schedule, is available if necessary to accommodate the Employee's personal medical treatments for the Employee or their qualified family members.

1. Qualification for FMLA. To qualify for FMLA, an Employee must have worked for the Township one (1) year and have worked at least one thousand two hundred fifty (1,250) hours during that period. The Township will determine whether an Employee qualifies for FMLA at the time requested for FMLA leave to begin. The Township will calculate the twelve (12) month FMLA qualification period from date of hire. Employees may be eligible for:

a. **Non-Military Family FMLA.** The FMLA provides for twelve (12) workweeks of unpaid leave per twelve (12) month period for eligible Employees with qualifying personal medical or family reasons for unpaid leave.

b. **Military Family FMLA.** The Military Family provisions of the FMLA provide for up to twelve (12) workweeks of unpaid leave per twelve (12) month period for eligible Employees when the Employee's spouse, son, daughter, or parent is a covered military member on active duty or notified of impending call or order to active duty (qualified exigency leave). The FMLA also provides for up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered servicemember with a serious injury or illness if the eligible Employee is the servicemember's spouse, child, parent, or next of kin (military caregiver leave).

2. Notice of Intent. An Employee must give the Personnel Director thirty (30) days' notice of their intent to take FMLA, if the date of the start of the leave is foreseeable. If it is not possible to give thirty (30) days advance notice, the Employee must give as much notice as possible. Employees requesting FMLA will complete and submit the appropriate leave request form (available from www.dol.gov) to the Township's Personnel Director.

3. **Additional Documentation.** The Township may require that the Employee provide additional documentation relating to the qualifying event within fifteen (15) days of the request. When the FMLA leave is requested for the Employee's serious medical condition, the Township may require that the Employee obtain a second opinion from a qualified health care professional chosen by the Township. If the second opinion differs from the first, the Employee and the Township will agree on a qualified health care professional to provide a third opinion; the Township will pay for the incurred expenses of the second and third opinions.

4. **Pay and Insurance During Leave.** The Township is not required to pay an Employee during FMLA leave. An Employee may use (for partial pay during the leave): (1) their accrued PTO, or (2) short-term disability (if applicable). Township paid health insurance will continue during FMLA leave as elected by the Employee during the prior open enrollment period, so long as the Employee continues to pay their portion of the premium. Other Employee benefits (e.g., PTO, holiday pay, Length of Service, etc.) will not continue while on FMLA. Voluntary life insurance, disability, and other voluntary benefit elections will not continue while on FMLA leave unless the premiums are paid by the Employee during the leave period.

5. **Return to Work.** Conditions for an Employee's return to work following FMLA leave will be determined in accordance with this *Employee Handbook*.

Additional information about FMLA Eligibility, requirements, and protections is available from the Personnel Director, or online, from the Department of Labor (www.dol.gov).

E. Military Leave:

Full-time Employees shall receive the difference between their military pay and their normal Township pay (excluding health, and dental, and vision insurance), while on active military duty due to a military call-up for up to one (1) year. This does not include normal drill duty weekends, or the two (2) weeks a year required for active drilling reservists.

The ~~Oshtemo~~-Township Board will recognize ~~Oshtemo~~-Township eEmployees deploying for periods greater than six (6) months of active armed forces duty. ~~For departure, a resolution recognizing their service will be crafted and presented at a regular meeting of the Oshtemo Township Board. Upon return, a reception to thank them for their service will be held prior to a regular Board meeting.~~

Revised Sec. 9.11, Effective 10/13/09

9.16 — Part Time Employee's Benefits:

~~Part time employees and Paid On Call Firefighters are eligible to become enrolled in the Township pension plan, workers compensation insurance and educational and professional development under Section 9.14. Paid On Call Firefighters are eligible for life insurance. Part time employees, except Paid On Call Firefighters, are entitled to holiday pay as provided in Appendix A and to PTO as provided in Appendix B. They receive no other fringe benefits. Paid On Call Firefighters who are disabled and unable to perform their full duties may, if permitted in writing by their physician, perform limited light duty work, including dispatch but at work detail pay rate. Temporary or seasonal employees are not entitled to participate in employee benefits.~~

*Revised Sec. 9.16 - Effective 4/28/09
Revised Sec. 9.16- Effective 02/13/18
Revised Sec. 9.16- Effective 03/26/19*

Commented [EW145]: Eliminated because duplicates information in table in 9.0 and Return to Work.

9.18 — Retiree Benefits:

~~Retirees who retire prior to January, 2012 shall be eligible for health insurance benefits provided they meet the provisions of the Township Health Insurance Plan Ordinance in effect at the time of their retirement. All full time employees will be enrolled in the Municipal Employees Retirement System (MERS) Defined Health Benefit Plan.~~

Revised Sec. 9.18 - Effective 02/13/18

Commented [EW146]: Deleted as duplicative of Employee Benefits Ordinance (No. 643 as adopted by Board on 05-24-22)

APPENDIX C:

SICK LEAVE APPLICABLE TO PREVIOUSLY ACCRUED SICK TIME AS OF 11/08

- A. ~~All full-time and part-time employees working on a minimum of twenty (20) hours per week (except on-call Fire Department employees) are eligible to accumulate sick leave at the rate of one-half (1/2) day per month of continuous employment, dating from the employee's date of hire.~~
- B. ~~Sick leave may be accumulated to a maximum of twenty (20) working days. Sick leave shall be paid at the employee's regular straight time rate of pay. Sick leave will be paid in the pay period in which it is authorized. No sick leave will be paid upon termination of employment.~~
- C. ~~Sick leave may not be used for vacations. Employees may use sick leave for personal illness, or medical and dental appointments for themselves or their immediate family members.~~
- D. ~~Sick leave must be reviewed and approved by the employee's Department Head and Township Supervisor. A Township Official must be notified daily by 8:15 a.m. of the employee's inability to work because of illness.~~
- E. ~~The Township Supervisor, for the following reasons, may deny paid sick leave:~~
 - 1. ~~Failure to notify the Township within one (1) hour after normal starting time.~~
 - 2. ~~Insufficient evidence of illness.~~
 - 3. ~~Abuse of sick leave time.~~

APPENDIX C

~~Revised - Effective 01/01/08~~

~~Revised - Effective 02/28/17~~

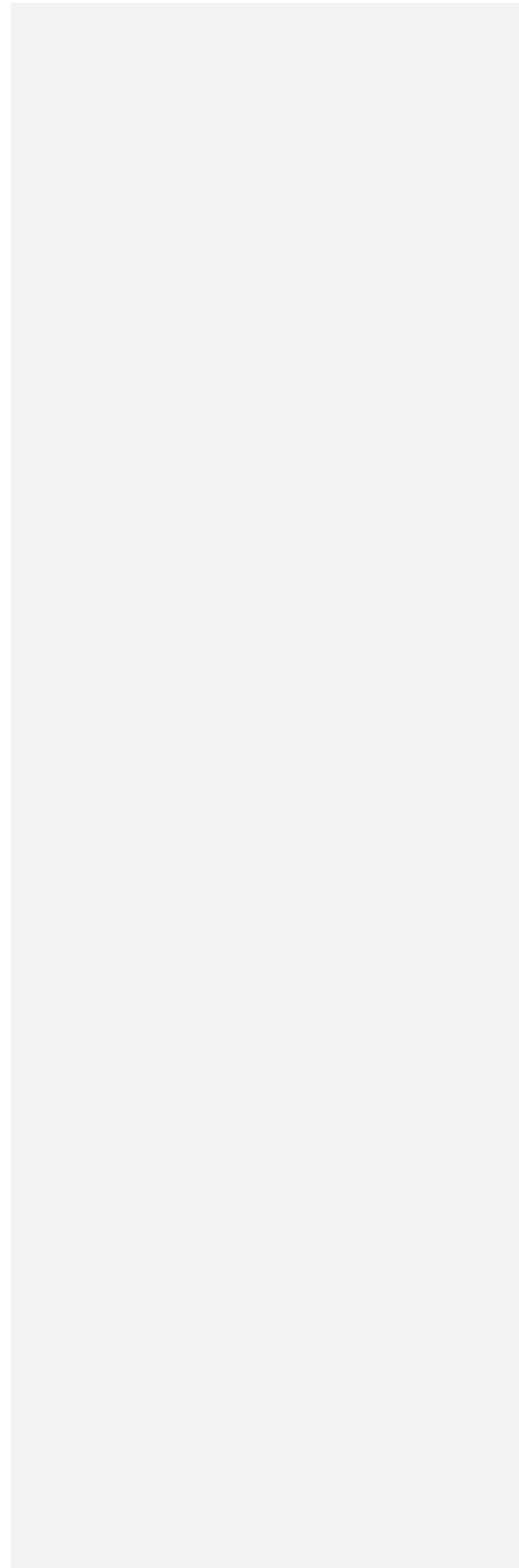
- F. ~~Employees may be required to have a physician's statement, or other adequate proof of illness to receive sick leave payments. Employees may upon an absence of five (5) days or more, be required to present a physician's statement verifying his/her ability to return to work to perform the duties of his or her job without limitations of restrictions.~~

APPENDIX C

Commented [EW147]: Per HR Board Work Group removed entirely and not replaced.

| APPENDIX D: (Reserved)

| ~~APPENDIX D~~



APPENDIX G:

INTERNET, MEDIA, COMPUTER AND CELL PHONE USAGE GUIDELINES:

~~As mentioned in Section 6.7, Internet usage at Oshtemo Charter Township is a privilege for Oshtemo's employees. Any violation of the policy mentioned in Section 6.7 or stated below, will result in disciplinary action up to, and including termination.~~

Commented [EW148]: Deleted re: combination with Sec 6.7.

Internet Use:

- A. ~~Oshtemo Charter~~The Township reserves the right to inspect any and all files on Township computers. There shall be no expectation of employee privacy.
- B. Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, discriminatory, a violation of civil rights, or is otherwise unlawful or inappropriate may not be archived, stored, distributed, edited, or recorded using ~~Oshtemo Charter~~the Township's Internet connection, server network, or other Township owned computing resources.

Commented [EW149]: Now in Sec. 7.2 'COMPUTING RESOURCES AND SOCIAL MEDIA USE'

C. **Information Systems Hardware and Software Use.** ~~The Oshtemo Charter~~ Township's Computing Resources Internet facilities and computing resources must not be used intentionally to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction, ~~nor nor violate the terms of any license or copyright.~~

Commented [EW150]: Now in Sec. 7.2 'COMPUTING RESOURCES AND SOCIAL MEDIA USE'

The following is a non-exclusive list of actions that are prohibited:

~~Use of any Oshtemo Charter Township resource for illegal activity is grounds for immediate dismissal.~~

1. Deliberate propagation any virus, worm, Trojan horse, trap-door, or any other malicious program code.
2. Knowingly disabling or overloading any computer system or network, or circumventing any system intended to protect the privacy or security of another user.
3. Downloading entertainment software or games, or playing games against opponents over the Internet during regular business hours.
4. Using the Internet to stream video or audio streaming facilities, or to download large graphics files unless these transmissions are needed to complete an Employee's work and meet the other provisions outlined in this policy.

~~D-~~ Any software downloaded using Township Computing Resources must first be approved by the Information Technology Coordinator and becomes the property of Oshtemo Charter Township.

~~Any software or files downloaded via the Internet into Oshtemo Charter Township's network become the property of Oshtemo Charter Township, subject to any previously existing trademark or copyright of the originator. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.~~

APPENDIX G

Amend. Appendix G Title - Effective 10/13/09

Amend. Appendix G Title - Effective 02/12/19

- ~~E. All employees must comply with the Township's Sensitive Information Handling Policy and Information Security Policies attached hereto as Attachments G-1 and G-2.~~
- ~~F. No employee may use Oshtemo Charter Township's Internet facilities to deliberately propagate any virus, worm, Trojan horse, trap door, or any other malicious program code.~~
- ~~G. No employee may use Oshtemo Charter Township's Internet facilities knowingly to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.~~
- ~~H. Misuse of Oshtemo Charter Township's Internet access facilities in violation of any policy will lead to the appropriate disciplinary action up to and including termination.~~
- ~~I. Employees with Internet access may not use Oshtemo Charter Township's Internet facilities to download entertainment software or games, or to play games against opponents over the Internet.~~

Media Policy:

Consistent with this policy, any use of Media should comply with the following:

- ~~A. Do not use Media to speak for the Township unless authorized to do so in so doing, be honest, accurate and civil in all respects.~~
- ~~B. Do not use Media in such a way as to violate any existing policies of the Township including sexual harassment or prohibited discriminatory harassment policies.~~
- ~~C. Do not disclose any confidential information or media account passwords.~~

B. Social Media. Any personal accounts on Social Media should be kept personal and should not imply that any statement or information is sponsored, endorsed, or

Commented [EW151]: Now in Sec. 7.2 'COMPUTING RESOURCES AND SOCIAL MEDIA USE'

approved by the Township. When expressing a personal opinion, where it may be unclear if an Employee is speaking for themselves or the Township, it is best to include a statement that says: "The information I share through this account reflects my own opinion and beliefs and does not reflect the views of Oshtemo Charter Township. Employees should not:

1. Use personal Social Media accounts to speak for the Township unless authorized to do so.

2. Disclose any confidential information or Social Media account credentials.

3. Users must not post to controversial discussion groups on the Internet or to any other controversial online public forums when using their Township credentials.

4. Use Social Media in such a way as to violate any existing policies of the Township.

APPENDIX G

*Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14
Addition of Media Policy – Effective: 02/12/19*

- D. Any personal (non-Township) internet-based forums, websites, or social media accounts ~~on Media shall~~ be kept personal in nature and should either (1) not reference the Employee's affiliation with the Township, or (2) and should not imply clearly state that any statement or information posted by the employee on the account is not is sponsored, endorsed, or approved by the Township (e.g. —When expressing a personal opinion, where it may be unclear as to whether you are speaking for yourself or the Township, it is best to include a statement that says: "This information I share through this account reflects my own opinion and beliefs and does not reflect the views of Oshtemo Charter Township").

Computer Use:

~~The policy is stated below with respect to the use of the Charter Township of Oshtemo computer systems. All employees who use the Charter Township of Oshtemo computer systems or computers owned by the Charter Township of Oshtemo are required to comply with this policy statement. All use is subject to the following rules herein.~~

- A. ~~Business Use: All computers and connections to the Internet are designed for business purposes related to the Charter Township of Oshtemo.~~

Personal Use of Township Computing Resources. Personal Use of Computing Resources restricted to an Employee's authorized breaks and/or lunch time as permitted by the Employee's Department Head. Incidental Personal Use is permissible during business hours if the use: (a) does not consume more than a trivial amount of resources

Commented [EW152]: Deleted as redundant/revised language is now in Now in Sec. 7.2 'COMPUTING RESOURCES AND SOCIAL MEDIA USE'

that could otherwise be used for business purposes, (b) does not interfere with worker productivity, and (c) does not preempt any business activity. Employees are asked to exercise discretion and keep Incidental Personal Use to a minimum in both frequency and duration. Use of the Township's Computing Resources outside of business hours is permissible, so long as the Employee follows all requirements set forth in this policy.

All Township related electronic correspondence may be monitored, accessed, read, disclosed, and/or used by the Township without prior notice to the originators and recipients of such messages. All electronic correspondence on Township accounts may be subject to the Michigan Freedom of Information Act.

- ~~B. **Personal Use:** Personal use is restricted to authorized breaks and lunch time as permitted by the employee's Department Head; however, in doing so the employee accepts the Township's rights and ownership and acknowledges that he/she has **no personal rights of privacy** to any messages or information placed in or received from these systems.~~

APPENDIX G

*Addition of Computer Use Guidelines - Effective 12/11/07
Addition of Media Policy - Effective: 02/12/19*

- ~~C. **Ownership:** All information and messages that are created, sent, received and/or stored on the Charter Township of Oshtemo computer systems are the sole property of the Charter Township of Oshtemo.~~
- ~~D. **Removal of Data:** There shall be no removal of data from the Charter Township of Oshtemo property without the approval of TWO Administrators.~~
- ~~E. **E-Mail Review:** All e-mail is subject to the right of the Charter Township of Oshtemo to monitor, access, read, disclose and use such e-mail without prior notice to the originators and recipients of such e-mail.~~
- ~~F. **Prohibited Content:** Employees may not send e-mails containing statements or contents that are libelous, offensive, harassing, illegal, derogatory, or discriminatory. Foul, inappropriate and/or offensive messages such as racial, sexual, religious slurs, and/or jokes are prohibited. Sexually explicit messages, images, cartoons, and/or jokes are prohibited.~~
- ~~G. **Security:** The computers and computer systems are only to be used by authorized persons, and employees must use the password issued in order to access and use the computers or computer systems. Employees shall not disclose their codes or passwords to others and may not use someone~~

~~else's code or password without written authorization from the IT director or other authorized administrator.~~

- ~~H. **No Presumption of Privacy:** Computer (i.e. e-mail, Internet and/or intranet) communications should not be assumed to be private and security cannot be guaranteed. Highly confidential and/or sensitive information should not be sent through the computer systems.~~

APPENDIX G

Addition of Computer Use Guidelines - Effective 12/11/07

- ~~I. **Computer Checks:** All Charter Township of Oshtemo computers will be checked randomly for unauthorized use of programs, e-mails, etc. These checks will or will not be done with the employee's knowledge.~~
- ~~J. **Certain Prohibited Activities:** Employees may not, without the Charter Township of Oshtemo's express written authorization, transmit non-public information or other confidential private and/or proprietary information and/or materials through the computer system.~~
- ~~K. **Message Retention and Creation:** Employees should be careful in creating e-mail. Even when a message has been deleted, it may still exist in a printed version, be recreated from a back-up system, or may have been forwarded to someone else. Please note that appropriate electronic messages may need to be saved. The Charter Township of Oshtemo may be required to produce e-mail in litigation.~~
- ~~L. **Software:** No software of any kind is to be downloaded onto the computer system without the authorization of the IT director.~~
- ~~M. **Viruses:** Any files imported and/or downloaded from other sources must be scanned with the Charter Township of Oshtemo virus detection software. Failure to do so may result in the employee being held responsible for repairs to the computer systems. Any viruses, tampering or system problems must be immediately reported to the IT director.~~
- ~~N. **Consequences of Violations:** Violations of this policy will result in disciplinary action in accordance with the *Employee Handbook* of the Charter Township of Oshtemo.~~

APPENDIX G

Addition of Computer Use Guidelines - Effective 12/11/07

G-1

~~OSHTEMO CHARTER TOWNSHIP
INFORMATION SECURITY POLICIES~~

Commented [EW153]: Deleted (per notes below) re: new Now in Sec. 7.2 "COMPUTING RESOURCES AND SOCIAL MEDIA USE" to avoid redundancy.

Table of Contents

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OVERVIEW

~~Oshtemo Charter Township provides Internet access to all employees, both permanent and temporary, through our corporate network. The wide array of new resources, services, and inter-connectivity available through the Internet all introduce new opportunities, and new security and privacy risks. The increased use of the Internet as a business tool, combined with its use as a tool for hackers and criminals, has created a number of significant risks.~~

PURPOSE

~~This policy defines the requirements for properly and securely using Township resources to access the Internet.~~

Purpose

The purpose of this policy is to ensure appropriate use of Township Computing Resources by Township Employees and Contractors

APPENDIX G

.....Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14

SCOPE

This policy applies to all eEmployees, and eContractors, consultants, temporaries, and other workers as the township, including all personnel affiliated with third parties using the Township's Computing Resources (inclusive of ~~This policy applies to all~~ equipment that is owned or leased by the Township).

POLICY

Personal Use of Information Systems

~~**Incidental Personal Use of Information Systems** —The Township information systems are provided for, and must be used only for business purposes. Incidental pPersonal uUse of Township Computing Resources is permissible if the use: (a) does not consume more than a trivial amount of resources that could otherwise be used for business purposes, (b) does not interfere with worker productivity, and (c) does not preempt any business activity. Permissible incidental use of an electronic mail system would, for example, involve sending a message to schedule a luncheon.~~

Commented [EW154]: This section was moved to Now in Sec. 7.2 'COMPUTING RESOURCES AND SOCIAL MEDIA USE'

Internet Access

~~**Personal Use of Internet** — Use of Township information systems to access the Internet for personal purposes will not be tolerated and may be considered cause for disciplinary action up to and including termination. All users of the Internet should be aware that firewalls can create a detailed audit log reflecting transmissions, both in bound and out bound.~~

~~**After Hours Web Shopping And Auction Business** — To ensure that network bandwidth is not consumed for personal purposes, the Township prohibits personal web shopping and personal involvement in any on line auctions during regular business hours.~~

~~**Large Internet Downloads** — Internet users must not use video streaming facilities, audio streaming facilities, or download large graphics files unless these transmissions are approved in advance by the user's immediate supervisor.~~

Commented [EW155]: Removed by IT as inapplicable/out-of-date.

APPENDIX G

.....Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14

~~**Blogs and Internet Discussion Groups**—Users must not post to controversial discussion groups on the Internet or to any other controversial online public forums when using their Township user IDs.~~

Commented [EW156]: See Social Media in Now in Sec. 7.2 'COMPUTING RESOURCES AND SOCIAL MEDIA USE'

Township Credentials. Employees are responsible for all activity performed with their Township Credentials. They must not permit others to perform any activity with their Credentials, and they must not perform any activity with Credentials belonging to other users. Employees must never type their Credentials at a keyboard or a telephone keypad if others are known to be watching their actions. Employees are prohibited from sharing their Credentials with other Employees, or third parties, for any reason. If any Employee believes their Credentials have been lost, stolen, or compromised, they should contact the IT Coordinator immediately. Employees must not misrepresent, obscure, suppress, or replace their own or another person's identity on any Township electronic communications.

Users IDs and Passwords

~~**Personal User IDs—Responsibility**—Users must be responsible for all activity performed with their personal IDs. They must not permit others to perform any activity with their user IDs, and they must not perform any activity with IDs belonging to other users.~~

~~**Typing Passwords When Others Are Watching**—Workers must never type their passwords at a keyboard or a telephone keypad if others are known to be watching their actions. To do so unduly exposes the information accessed thereby to unauthorized access.~~

Electronic Messaging

If an Employee receives offensive electronic mail messages, telephone calls, and/or other communications the Employee may ask the originator to cease any and all offensive messages. If the originator does not promptly stop sending offensive messages, the Employee may terminate the communication and must report the communications to the Personnel Director.

~~**Offensive Electronic Mail Messages**—Workers are encouraged to respond directly to the originator of offensive electronic mail messages, telephone calls, and/or other communications. If the originator does not promptly stop sending offensive messages, workers must report the communications to their Department Head or Township Supervisor.~~

Commented [EW157]: See, Now in Sec. 7.2 'COMPUTING RESOURCES AND SOCIAL MEDIA USE'

~~**Identity Misrepresentation**—Workers must not misrepresent, obscure, suppress, or replace their own or another person's identity on any Township electronic communications.~~

Protecting Information Integrity

~~Information Reliability—All information acquired from the Internet must be considered suspect until confirmed by separate information from another source. Before using free Internet-supplied information for business decision-making purposes, workers must corroborate the information by consulting other sources.~~

APPENDIX G

.....Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14

~~Virus Checking—All non-text files downloaded from non-Township sources through the Internet must be screened with current virus detection software prior to being used. Whenever an external provider of the software is not trusted, downloaded software must be tested on a stand-alone, non-production machine that has been recently backed up.~~

Commented [EW158]: Deleted by IT as out-of-date/not applicable.

VIOLATIONS

~~Any violation of this policy may result in disciplinary action, up to and including termination of employment. The Township reserves the right to notify the appropriate law-enforcement authorities of any unlawful activity and to cooperate in any investigation of such activity. The Township does not consider conduct in violation of this policy to be within an employee’s or partner’s course and scope of employment, or the direct consequence of the discharge of the employee’s or partner’s duties. Accordingly, to the extent permitted by law, the Township reserves the right not to defend or pay any damages awarded against employees or partners that result from violation of this policy.~~

EXCEPTIONS

~~Exceptions to this policy must be made in writing by the designated Owner of the system or information that will be out of compliance with this policy and approved by a member of the Information Security Department.~~

Commented [EW159]: Violations of this Policy are violation of Township policy and are covered under “Discipline”.

DEFINITIONS

~~Confidential Information (Sensitive Information)—Any Township information that is not publicly known and includes tangible and intangible information in all forms, such as information that is observed or orally delivered, or is in electronic form, or is written or in other tangible form. Confidential Information may be included. Confidential~~

~~Information also includes any confidential information received by the Township from a third party under a non-disclosure agreement.~~

Commented [EW160]: Moved to Section 6.19 "Release of Information"

APPENDIX G

.....Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14

~~**Computing Resources Information Asset** – Any means Township data in any form, and the equipment used to manage, process, or store Township data, that is used in the course of executing business. This includes, but is not limited to, corporate, customer, and partner data.~~

Commented [EW161]: Defined term in Now in Sec. 7.2 "COMPUTING RESOURCES AND SOCIAL MEDIA USE"

~~**Partner Contractor** – Any non-employee of the Township who is contractually bound to provide some form of service to the Township.~~

Commented [EW162]: Definition of "Contractor" in general Definitions Section.

~~**Password** – An arbitrary string of characters chosen by a user that is used to authenticate the user when he attempts to log on, in order to prevent unauthorized access to his account.~~

~~**User** – Any Township employee or partner who has been authorized to access any Township electronic information resource.~~

REFERENCES

~~See Appendix G of the Township Employee Handbook.~~

APPENDIX G

.....Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14

OSHTEMO CHARTER TOWNSHIP
SENSITIVE INFORMATION HANDLING POLICY

Purpose

The purpose of this policy is to define the types of sensitive information stored by us or available to Oshtemo Charter Township employees, and to set forth guidelines for handling Sensitive Information and Personally Identifiable Information (“PII”) while in transmission, storage (at rest), or in use/creation.

Scope and Applicability

This policy applies to all employees, administrative consultants, contractors, temporary personnel, authorized third parties, and the like who receive, create, store, handle and transmit Township Sensitive Information or PII in hard copy and electronic data (“”). Controls are further addressed by Oshtemo Charter Township’s Information Security Policies, and other access controls.

Policy

This policy establishes the guidelines for safeguarding PII or Township Sensitive Information during transmission or while in storage (at rest), or when being initially received, developed, or processed. This policy also covers the hard copy of this information from initial collection or printout.

• **Labeling and Identification**

1. Public information does not require any special labeling.
2. Sensitive Information may or may not require labeling. The author, project manager or supervisor should provide specific guidance on appropriate labeling. If in doubt, label the information “Confidential” until instructed otherwise.

APPENDIX G

Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14

3. PII should not be labeled so as to bring attention to it. A cover sheet can be placed on it and marked as “Confidential.”

4. Labels should be used both on printed/hard copies and electronic formats.

- **Safeguarding During Transmission**

1. All transmittal of Sensitive Information and PII on public networks or wireless systems will be done using encryption technology. For instance, email encryption, VPN, secure file transfer, WPA2 and SSL can be used.
2. When faxing Sensitive Information or PII, the sender should ensure that the recipient is available to receive the fax and validate the number of pages received or that the receiving fax requires a PIN or other form of identification (i.e., RFID card) to receive the information.
3. If transmittal is via mail, some form of certified mail or a service which provides a chain of custody (i.e., UPS or FedEx, or certified mail with delivery confirmation) should be used.

- **Safeguarding During Storage (at Rest)**

1. When Sensitive Information and PII is stored on Township information computing assets, it should be protected appropriately using available user authentication and file privileges, such as encryption when required.
2. Encryption meeting our standards will be used when storing Sensitive Information or PII on laptops and PCs.
3. Encryption meeting our standards will be used when technically possible on mobile computing devices storing Sensitive Information or PII.
4. Storage of personal information should be avoided on unencrypted USBs, jump drives, CDs or DVDs.

APPENDIX G

Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14

- **Safeguarding During Creation/Development/Processing**

1. When initially receiving Sensitive Information and PII, the information may be handwritten, perhaps on a form. If this is the case, the same care must be taken to protect this initial piece of paper as you would the formal hardcopy or printout of this information. At a minimum, this information should be secured in a locked office or desk.
2. Sensitive Information or PII placed in a document or spreadsheet should be labeled confidential prior to saving.

3. A file or folder containing Sensitive Information or PII should not be shared with anyone who is not authorized to access this information.

- **Disposal of Sensitive Information and PII**

1. Written notes or hardcopy/printout and faxes when no longer needed must be disposed of in an appropriate shred/burn bin or shredded using a cross-cut shredder.
2. Whenever possible, ensure that your screen is not visible to others.
3. Discarded computer equipment (including printer/fax machines) must be decommissioned and the hard drive destroyed using a program that permanently eliminates any PII or Sensitive Information.
4. Any computer equipment being sold or transferred to other organizations must be properly sanitized (securely cleared of all information) by the Township's IT ("Information Technology") Contractor.

- **Access and Sharing of Sensitive Information**

1. We take the security and safeguarding of our information and employee information seriously. Employee access to our information computing resources is not provided until a background check is completed. If an individual does not pass the background check, including drug testing, the offer to hire is not made or rescinded, and the applicant notified.

APPENDIX G

.....Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14

2. The release of Sensitive Information or PII, whether written, oral, or electronic, to persons outside the Township is prohibited unless authorized by the IT ~~Coordinator~~Contractor, the Township Clerk, and the Township Attorney.
 - ♦ Prior to being provided access to Sensitive Information or PII, users must acknowledge the safeguarding requirements outlined in the Information Security Program.
 - ♦ In such cases, a signed nondisclosure agreement should be entered into between the recipient of ~~Company~~Township's Sensitive Information or PII and Company or individual receiving the information.

3. Sensitive Information may be released to the U.S. Government, even if the material is exempt from disclosure under the Freedom of Information Act, and it is marked in accordance with this policy.
4. PII and/or Sensitive Information may be disclosed if it is required by legal process or court order as determined by the Township Attorney.

- **Termination**

1. Individuals having access to Sensitive Information or PII who are terminating their employment/relationship with the Township will have their user ID disabled and will be advised as to their responsibilities with respect to Sensitive Information and PII they accessed during the term of their employment.
2. The terminating employee will be alerted to the legal consequences of using, retaining, or disclosing Sensitive Information or PII for any purpose not expressly authorized by the Township in writing. Employees working from home must return all equipment, files, notes, or other items containing Township information (whether sensitive, personally identifiable, or not) prior to their last day with the Township. Retention of any such information contrary to this policy may have legal consequences.

APPENDIX G

.....Amend. Appendix G New ~~E~~ Internet Use, G-1 & G-2 Attach- Effective 04/08/14

Compliance

Violations of this policy may lead to the suspension or revocation of system privileges and/or disciplinary action up to and including termination of employment. WeThe Township reserve the right to advise appropriate authorities of any violation of law or initiate legal action against employees violating this policy.

Accountability

All ~~user~~employees, past and present, are responsible for knowing the terms of this policy and acting in accordance with using the guidelines provided by this policy herein.

~~Users~~-Employees are responsible for classifying and protecting the Sensitive Information and PII they are exposed to at the Township or during their relationship with us.

Township consultants are responsible for securing the hard copies of Township Sensitive Information and PII they may be provided in the course of business, as well as appropriate disposal (shredding) of this information upon completion of use.

Any person having knowledge of any unauthorized disclosure or removal of Sensitive Information or PII shall report this information to the Township Supervisor, the Township Clerk, or the Township Attorney.

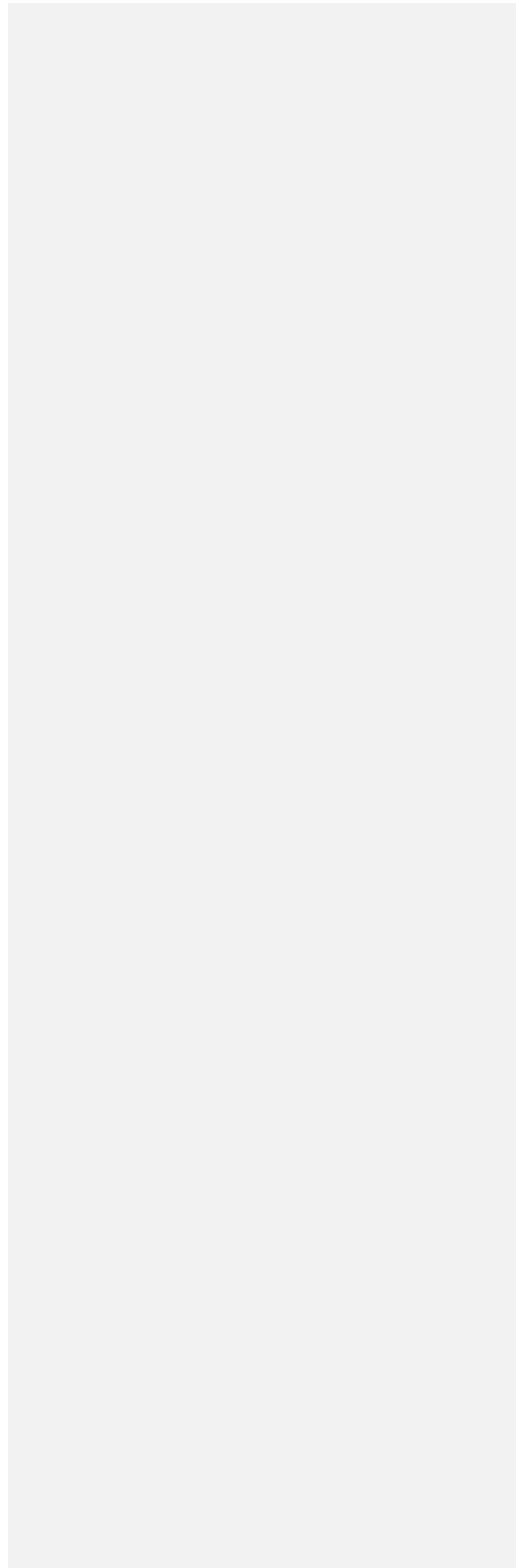
The Township Clerk is responsible for ensuring compliance with the safeguarding of Sensitive Information Policy and the controls created to safeguard the Township Network.

Exceptions

Any exceptions must be approved by the Township Supervisor, or Township Clerk, and Township Attorney.

APPENDIX G

.....Amend. Appendix G New ¶E Internet Use, G-1 & G-2 Attach- Effective 04/08/14



APPENDIX J:

EMPLOYEE BENEFIT SUMMARY:

Please see the Summary Plan Description issued May 2014 (located on the "T" Drive):

Also included with the Summary Plan Description are the following:

- BCBS Benefits at a Glance
- BCBS Group Benefits Certificate
- BCBS Summary of Benefits & Coverage
- Group Long Term Care Plan Booklet
- Life Insurance Certificate for Full-time Employees
- Life Insurance Certificate for Paid On-Call Firefighters
- Long Term Disability Certificate
- Short Term Disability Certificate

Commented [EW163]: Out-of-Date; mandatory statement re: benefits plan is now in Section 9.1

APPENDIX J

Revised Appendix I – Effective 10/13/09
Revised Appendix I – Effective 03/23/10
Revised Appendix I – Effective 02/14/12
Revised Appendix I – Effective 09/09/14
Relabeled Appendix J – Effective 04/10/18

APPENDIX L: Acknowledgement

ACKNOWLEDGMENT:

All ~~new Township employees~~ Employees will be required to sign the following acknowledgment and ~~return it to the HR/Benefit Coordinator for inclusion-the same shall be maintained~~ in their employment file:

~~“I, _____, acknowledge that I received and familiarized myself with the contents of the handbook and have been notified of the location of the Oshtemo Charter Township Employee Handbook and have been informed of its location, located on the T Drive under the heading, “Township Employee Forms Folder, Employee Handbook,” made available to firefighters on Tex.com. I acknowledge that I have not only received notification of the availability of the Handbook, but that I have read and familiarized myself with the same.~~

I recognize that no one except the Township Board can modify the terms and conditions of this *Employee Handbook*.

~~I further recognize that as a non-collectively bargained Township Employee, I am an at-will Employee and that any contract of employment must be in writing and signed by the Township Board in order to be valid and enforceable.~~

~~I recognize that as a collectively bargained Employee my employment is subject to the terms of the current collective bargaining agreement (“CBA”) with Oshtemo Charter Township, and that the terms of that agreement may supersede, or modify, some terms of this *Employee Handbook*.~~

~~I further recognize that I am an at-will employee and that any contract of employment must be in writing and signed by the Township Board in order to be valid and enforceable.~~

I FURTHER ACKNOWLEDGE THAT ALL FUTURE NOTIFICATIONS OF CHANGES TO THE *EMPLOYEE HANDBOOK* WILL ~~COME BE PROVIDED~~ ELECTRONICALLY, AND BY OPENING THE SAME, I AM INDICATING THAT I HAVE READ AND FAMILIARIZED MYSELF WITH ALL CHANGES.

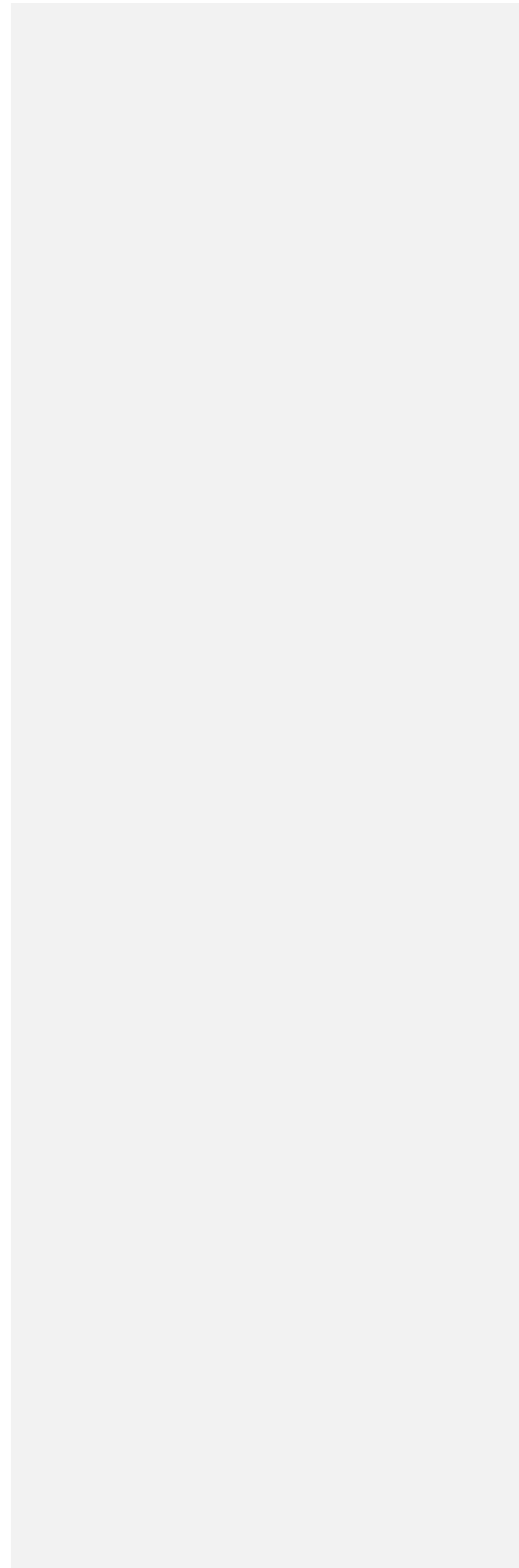
Employee Signature

Date

(Print Your Name Above)

APPENDIX L

New Appendix J – Effective 10/13/09
Revised Appendix J – Effective 03/23/10
Revised Appendix J – Effective 06/14/11
Relabeled Appendix K – Effective 04/10/18
Relabeled Appendix L – Effective 06/26/18





***NEW
EMPLOYEE
HANDBOOK***

Originally Adopted: July 23, 2002

New Version Adopted: September 27, 2022

Current Through: September 28, 2022

In early 2017, the Township Board convened for a special meeting to create Mission Statement, Vision Statement, and Core Values to guide the work of Township staff.

Mission: To advance the quality of life of all residents through a commitment to responsible growth, and value-driven municipal services that promote the relationships among economic vitality, environmental stewardship, and social equity.

Vision: A sustainable and innovative community built through a legacy of planned, responsible growth and rural preservation.

Core Values:

1. PUBLIC SERVICE

- Fair treatment to all people • Each customer is welcomed and that their input is wanted • Difficult questions are not marginalized • Allow residents to interact directly with the township staff and officials • Decisions are made based on the value to our Township and residents

2. SUSTAINABILITY

- Meet the needs of the present without compromising future generations • Consider the environment through practices that reduce impacts • Value conscious decision making • Committing to quality Fire and Police protection

3. INNOVATION

- Providing the best value-conscious technology currently available • Leverage new technologies and ways of doing business to increase accessibility and improve services

4. PROFESSIONALISM

- Hire staff with strong core competencies within their given profession • Commitment to continuous improvement to government operations • Dedicated to open communication to improve productivity and effectiveness

5. INTEGRITY

- Decisions are made logically through the collection of evidence, facts, and public input • When promises are made, we follow through • We do not obfuscate - we say what we mean and do what we say • Transparent governmental practices are of the highest priority

6. FISCAL STEWARDSHIP

- Ensure that taxpayer investments are spent wisely, effectively, and efficiently

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SECTION 1- DEFINITION AND GENERAL PROVISIONS



1.0- DEFINITIONS AND GENERAL PROVISIONS

Purpose: This Employee Handbook governs the terms of the working relationship between Oshtemo Charter Township and its Applicants, Employees, Contractors, Limited Term Workers, and Volunteers.

Scope: The *Oshtemo Charter Township Employee Handbook* applies to all Applicants, Employees, Contractors, Limited Term Workers, and Volunteers.

Effective: 09/28/2022

Revisions History: Formerly Sections 1.0 , 1.1 (eff. 02/28/17), 1.2 (rev. 03/23/10; eff. 02/13/18), 1.3 (rev. 01/03/09, 04/28/09, 10/13/09, 06/24/14, 05/05/15, 04/26/16, 02/28/17; eff. 02/13/18)

DEFINITIONS

The words and phrases defined below have the following meanings for the *Oshtemo Charter Township Employee Handbook*:

Applicant(s)- means person who has completed an application for employment, or promotion, with the Township to fill an available position.

At-Will or ***At-Will Employees***- means Employees whose terms and conditions of employment with Oshtemo Charter Township are **not** governed by the terms of a Collective Bargaining Agreement. At-Will employment is terminable at the will of either the Employee or the Township at any time, with or without cause and with or without notice.

Collective Bargaining Agreement- means an agreement entered into between the Township and recognized bargaining unit. The terms of the Collective Bargaining Agreement may supersede the term of this *Employee Handbook*.

Collectively Bargained Employees- means Employees whose terms and conditions of employment with Oshtemo Charter Township are governed by the terms of a Collective Bargaining Agreement. Collectively Bargained Employees are not At-Will Employees. Collectively Bargained Employees are eligible for fringe benefits as expressed and provided by the terms of this *Employee Handbook* and/or the terms of their Collective Bargaining Agreement, as applicable, and the contract between the Township and any company through which the Township provides fringe benefits.

Computing Resources- means any Township data in any form, and the equipment used to manage, process, or store Township data, that is used in the course of executing business. This includes, but is not limited to, Township, resident, and partner data.

Contractor(s)- means any non-Employee of the Township who is contractually bound to provide some service to the Township. The term “Contractor” includes independent contractors and individuals supplied by a company to provide services to the Township through a contractual agreement. Contractors are not entitled to any Township benefits.

Credential(s)- means login, password, file access, etc. which is issued to a Township Employee, Contractor, Limited Term Worker, and/or Volunteer and which allows/restricts the Employee’s, Contractor’s, Limited Term Worker’s, and/or Volunteer’s access to any Township Computing Resource.

Customer Service Employee(s)- means an Employee who, as part of their job description, regularly answer the main phone line and greets individuals at the front counter.

Dependent- means a qualified individual covered under an Employee’s Township provided insurance benefits (e.g., spouse, child, etc.).

Department Head- refers to an individual employed by the Township and appointed by the Township Board to perform supervisory functions over a Township department. Appointed Department Heads include: Assessor, Attorney, Fire Chief, Maintenance Director, Parks Director, Planning Director, and Public Works Director.

Elected Official- refers to the elected Supervisor, Clerk, Treasurer, and Trustees of the Township. Elected Officials, to the extent permitted under the laws of the State of Michigan, will be treated as Employees under these policies.

Employee- means all individuals employed by the Township (whether Full-Time, Part-Time, Temporary or Seasonal) including Collectively Bargained Employees and At-Will Employees. The term “Employee” excludes Contractor(s), Limited Term Workers, and Volunteers.

Employee Handbook- means the current version Oshtemo Charter Township *Employee Handbook* adopted by the Township Board. The *Employee Handbook* governs the employment relationship between Oshtemo Charter Township and its Employees, Applicants, Contractors, Limited Term Workers, and Volunteers describing the Township’s personnel policies and benefits. The *Employee Handbook* supersedes any and all past handbooks, policies, procedures, understandings and/or standards written, verbal, or implied.

Exempt or Exempt Employee- means a Township Employee who, because of the Employee’s duties, responsibilities, and salary, is exempt from the overtime provision of the Michigan Minimum Wage Law. Exempt Employees are divided into two (2) categories: **Executive** (i.e., Elected Officials) and **Professional** (i.e., Employees whose primary duties are to perform work requiring advanced knowledge in a field of science or learning that must be customarily acquired by a long course of specialized intellectual instruction and/or a degree, license, or accreditation.

Full-Time or Full-Time Employee- means an Employee who is normally scheduled to work a minimum of thirty-two (32) hours or more per week, and is not a Contractor, a Temporary or Seasonal Employee, or Volunteer. Full-Time Employees are eligible for fringe benefits as expressed and provided by the terms of this *Employee Handbook* and the contract between the Township and any company through which the Township provides such benefits.

HR (Human Resources) Board Work Group- refers to an ad hoc advisory committee to the Township Board for periodic discussion and evaluation, as the need arises, of Employee matters.

Incidental Personal Use- means making or receiving brief personal telephone calls and/or writing or responding to personal e-mail messages using the Township's Computing Resources.

Interactive Process- means an informal meeting between the Township and Employee designed to identify the precise limitations resulting from an illness, or injury and any potential reasonable accommodations that could overcome those limitations and allow the Employee to return to work, (either in their usual and customary position or some other type of work).

Length of Service- means a period of continuous and unbroken employment with the Township, dating from the most recent date of hire. Except where contrary to state or federal regulations, if the Employee was hired through a temporary agency, the start date of employment with the Township will be the date the temporary Employee was placed on the Township payroll.

Limited Term Worker(s)- refers to an individual who work a de minimis number of hours per year and who does not receive a W-2 from the Township (e.g., persons appointed to serve on Township committees or boards- the Planning Commission, Zoning Board of Appeals, Building/Fire Code Board of Appeals or Board of Review- and election workers). Limited Term Workers are not entitled to any Township benefits.

Minimum Qualifications- refers to the minimum hiring or promotion standards for each position established by the Township Board that must be met by an Applicant prior to placement of the Applicant in the position (e.g., education, training, licenses or certifications, and experience in other Township positions or in positions outside of the Township).

Nonexempt* or *Nonexempt Employee- means a Township Employee who, because of the Employee's duties, responsibilities, and salary, is not exempt from the overtime provisions of the Michigan Minimum Wage Law. A Nonexempt Employee must receive the minimum overtime compensation as provided by state statute.

Out of District Paid On-Call* or *OD-POC- refers to Fire Department personnel responding to emergencies, or duties as assigned by the Fire Chief, with no residency requirements. Once qualified, Out of District Paid On-Call personnel work scheduled shifts, perform duties as assigned by the Fire Chief, and do not respond to calls when not on-site at a fire station.

Paid On-Call* or *POC - means Fire Department personnel responding to emergencies, or duties as assigned by the Fire Chief, who are required to live in, or within one (1) mile of, the Township. Once qualified, Paid On-Call personnel work scheduled shifts, may respond to emergency calls from off-site, and perform duties as assigned by the Fire Chief.

Paid Time Off* or *PTO- refers to hours allotted to an Employee to allow the Employee to take vacation, or other time off work (including for illnesses), while receiving their normal hourly pay. PTO may only be used in accordance with this *Employee Handbook*.

Part-Time* or *Part-Time Employee- means an Employee who is normally scheduled to work less than thirty-two (32) hours per week. Part-Time Employees are not entitled to fringe benefits except where expressly provided by the terms of this *Employee Handbook*, state or federal law, and/or a contract between the Township and any company through which the company provides fringe benefits.

Personnel Director- refers to the Township Supervisor, their Deputy, or an Employee to whom the Township Supervisor has delegated specific responsibilities (i.e., to a specified designee).

Qualified Health Care Professional: refers to an individual who is legally permitted scope of practice allows them to independently perform medical diagnosis and treatment within the state in which they are licensed.

Qualifying Life Event- means the birth or death of a Dependent, or the marriage, divorce, or other loss of insurance event for the Employee or a Dependent.

Resident Intern or RI- refers to Fire Department personnel who are provided dormitory housing at a Township fire station and live on-site for a set training period. Once qualified, Resident Interns will work scheduled shifts, respond to emergency calls, and perform duties as assigned by the Fire Chief.

Safety Coordinator- refers to the individual(s) designated by the Township to review safety guidelines, requirements, and compliance. The Safety Coordinator may provide safety trainings; post safety requirements and materials; and act as the point of contact for Employees regarding Close Contacts, Forced Quarantine/Isolation, Exposure Risk, Supplemental Plans, etc.

Seasonal or Seasonal Employee- means an Employee who works for a specific length of time, not more than thirty (30) hours per week/one hundred and thirty (130) hours per month, or who works on a seasonal basis. The term “Seasonal” does not include Contractors, Limited Term Employees, or Volunteers. Seasonal Employees are not entitled to any Township benefits.

Social Media- refers to any internet-based forum, website, or application (e.g., Facebook, Next Door, Reddit, etc.) on which users can read, post, or respond to the posts of others.

Temporary or Temporary Employee- means an Employee who works for a specific length of time, usually not more than one hundred twenty (120) days per year, or who works on a temporary basis. The term “Temporary” does not include Contractors, Limited Term Employees, or Volunteers. Temporary Employees are not entitled to any Township benefits.

Township or The Township- refers to Oshtemo Charter Township, a Michigan municipal corporation.

Township Board or Board- refers to the Oshtemo Township Board consisting of the Elected Officials.

User(s)- refers to any Employees, Contractors, Limited Term Workers, and/or Volunteers with Credentials and/or who use Township Computing Resources.

Volunteer- means an individual working with the Township who receives no compensation or benefits for duties and services performed. Volunteers are not entitled to any Township benefits.

POLICY

- A. **Modification of Employee Handbook Terms.** Within the limits allowed by law, this *Employee Handbook*, as well as any and all of the various policies, procedures, and programs outlined within may be unilaterally amended, modified, or canceled by the Township. No one has authority to modify or change the *Employee Handbook* or any of the policies or benefits described herein except the Township Board.

- B. **Modification of At-Will Employee Status.** The *Employee Handbook* does not establish a fixed term of employment with any Township Employee. No supervisor, Employee, agent, or representative of the Township has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation verbally or in writing which alters, amends, or contradicts the provisions of this *Employee Handbook*. Any exceptions to At-Will employment must be authorized in writing and signed by the Township Supervisor, with the approval of the Township Board, and the Employee.

- C. **Administration of Policies and Procedures.** The power to interpret and administer these policies and procedures is vested in the Personnel Director.

- D. **Availability of Employee Handbook.** All Township Employees and Contractors will have electronic access to the *Employee Handbook*. All new Township Employees shall sign the acknowledgement form that they have received the *Employee Handbook* and have read and familiarized themselves with its contents.

Employees with any questions regarding the *Employee Handbook*, including interpretation or applicability, are directed to contact the Personnel Director.

All revisions to the *Employee Handbook* will be sent to all Employees electronically. All Employees are required to promptly acknowledge receipt of the *Employee Handbook* revisions in the manner directed in the electronic communication. Acknowledgment by an Employee is an attestation that they have received, read, and are familiar with the *Employee Handbook* revisions.

- E. **Employee Feedback.** The Township welcomes Employee's input as part of our continuing efforts to grow and meet the needs of our community. The Township has an open-door policy and Employees should feel free to bring ideas, comments, and/or concerns to the Township's attention. It is important for all Employees to work together and put the interests of the Township first so that we can continue to maintain the character of our community and provide the services that are vital to the growth and stability of the Township. Employees are encouraged to communicate their input about this *Employee Handbook*, or Township Operations, to their Department Head, or the Personnel Director, in a direct and forthright manner.

SECTION 2- HIRING AND SCREENING



2.1- HIRING AUTHORITY AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

Purpose: The purpose of this section is to establish the procedures for screening Applicants and hiring Employees for available positions within the Township and to ensure that Township hiring practices will comply with state, federal, and/or local rules and regulations.

Scope: This policy applies to all Township Applicants and Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 2.0 (eff. 05/05/15), 2.1 (eff. 07/09/13), 2.9 (rev. 09/15/15; eff. 02/28/17)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Equal Employment Opportunity Policy.** Oshtemo Charter Township is an equal opportunity employer. It is the policy of the Township to hire the Applicants it believes to be the best qualified for the available position. The Township and all of its Employees shall sustain and adhere to the principles of equal opportunity in compliance with all pertinent federal, state, and local rules, regulations, and laws governing fair employment. Employment selection and all other employment decisions are made without regard to race, color, creed, religion, national origin, sex, non-disqualifying disability or handicap, age, height, weight, veteran status, marital status, familial status, sexual orientation, gender identity, or any other reason prohibited by law.

Any Employee who feels discriminated against shall make a complaint to the Township Personnel Director or to the Human Resources (HR) Board Group. All Employee complaints will be kept confidential to the maximum extent possible. Any Employee found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination of employment.

- B. **Hiring Authority.** The Personnel Director shall take steps to assure that the hiring procedure is in accordance with equal employment opportunity guidelines, applicable state, federal, and local laws and regulations, and the Township’s hiring policies.

1. **Hiring of Department Heads.** It is the responsibility of the Personnel Director to make recommendations to the Township Board concerning the hiring of the Department Heads. The Township Board will, at its discretion, confirm the appointment of Applicants to these positions.

2. **Hiring of non-Department Head Employees.** All other Township Employees can be hired by the Personnel Director, but only with the concurrence of the Applicant's prospective Department Head.

SECTION 2- HIRING AND SCREENING



2.2- RECRUITING, APPLICATIONS, SCREENING, AND INTERVIEWS

Purpose: The purpose of this section is to establish the procedures for screening Applicants and hiring Employees for available positions within the Township in accordance with state, federal, and/or local rules and regulations.

Scope: This policy applies to all Township Applicants and Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 2.4 (rev. 12/13/16, 02/28/17; eff. 02/13/18), 2.5 (eff. 02/13/18), 2.6 (eff. 02/13/18), and 2.7 (eff. 12/13/16)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

A. Recruiting. The Personnel Director shall be responsible for recruiting all Township personnel. The Personnel Director shall be responsible for composing the job notices and advertisements. Posted job notices shall contain the job title, job summary, Minimum Qualifications, and the statement, “Oshtemo Township is an equal opportunity employer by choice. Minorities are encouraged to apply.” In order to attract qualified Applicants, the following posting procedures will be followed:

1. Notice of the vacant, or new, position(s) will be distributed internally.
2. Notice of the vacant, or new, position will be advertised to the public (e.g., via the Township’s website, online job sites, in a local newspaper, in technical or professional publications, or through academic or professional career centers).

B. Applications. Persons desiring employment with the Township must complete an application which will be submitted to the Personnel Director. Applications are available through the Township Office and/or online.

The Township reserves the right to require an Applicant to provide written verification of the Applicant’s possession of the Minimum Qualifications required for the position they are seeking.

- C. **Screening.** Following the deadline for submission of applications, the Personnel Director (with assistance as applicable from Department Heads and/or Elected Officials), shall determine which Applicants appear to meet the position's Minimum Qualifications as determined by the Township Board. Further screening may include checking references, qualifications, criminal background checks, driving records, and verifying past employment. Applicants may be requested to show proof of any education, license, certification, or other Minimum Qualifications during the screening process.

The Township may require Applicants who have received conditional offers of employment to submit to drug screen. Some positions may require a physical examination. Current Employees with a drug screen, physical, and/or background check on file may not be required to obtain a new drug screen, physical, and/or background check.

- D. **Interviews.** Applicants who meet the minimum qualifications for the position may be scheduled for an in-person, or virtual, personal interview(s). If an interview is desired, the Personnel Director will conduct any interviews with the applicable Department Heads, if appropriate, to further evaluate the training, experience and qualifications of the applicant in relation to the minimum qualifications for the position. The interview(s) may also be used to inform the Applicant of the salary, benefits, organizational structure, and other relevant information about the position. Additional personal interviews may be conducted to further narrow the candidates for a position.

SECTION 2- HIRING AND SCREENING



2.3- RESIDENCY REQUIREMENTS, PHYSICAL EXAMINATIONS, AND ON-BOARDING

Purpose: The purpose of this section is to establish the procedures for screening Applicants and hiring Employees for available positions within the Township and to ensure completion of all employment related forms and requirements by applicants prior to start of work in accordance with state, federal, and/or local rules and regulations.

Scope: This policy applies to all Township Applicants and Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 2.3 (rev. 02/09/10; eff. 02/13/18), 2.8 (eff. 09/09/14), and 3.1 (eff 02/13/18).

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

A. **Residency Requirement.** The following residency requirements apply to positions with the Township:

Personnel Type	Residency Requirements
Elected Officials	Must live within the Township
Non-Fire Department staff	No residency requirement
Full-Time Fire Department personnel	No more than twenty (20) miles; See, Collective Bargaining Agreement
Paid-On-Call (POC) Fire Department personnel	In, or within one (1) mile of, the Oshtemo Charter Township border
Out of District Paid-On-Call (OD-POC) Fire Department personnel	Same as Full-Time Fire Department personnel
Resident Intern (RI) Fire Department personnel	As negotiated

1. **Fire Department Personnel.** All Resident Paid-On-Call Fire Department personnel must live in, or within one (1) mile of, the Oshtemo Charter Township border. There is no residency requirement for Out of District POC. Resident Intern Fire Department personnel will negotiate residency. All Full-Time Fire Department

personnel must live within twenty (20) miles of the Oshtemo Charter Township border.

2. **Non-Fire Department Personnel.** There is no residency requirement for other Township personnel except for Elected Officials who are required to live within the Township.

B. Physical Examinations. Employment with the Township is conditional upon confirmation that the Applicant is physically able to perform the essential job duties as detailed in the job description, with or without reasonable accommodations.

1. **General Physical Examination Requirement.** An Applicant selected to fill a position may be required to have a medical examination given by a qualified health care professional designated by the Township, at the Township's expense, for the purpose of determining physical ability. The Personnel Director, based upon the report and/or recommendation of the qualified health care professional, will determine whether the Applicant is physically able to perform the essential job duties as detailed in the job description, with or without reasonable accommodations.

2. **Fire Department Personnel Requirement.** In addition to the above, all personnel shall comply with the Fire Department's Candidate Physical Ability Test (CPAT).

C. On-Boarding. On, or before, the first day of employment, all Employees shall complete and submit the necessary employment forms, physical examinations, and/or other requirements for their position.

During the Employee's first shift, the Personnel Director will review general work rules and policies with the Employee. Each new Employee will review the *Oshtemo Charter Township Employee Handbook* and sign the acknowledgement form that they have received a copy and have read it and understood it. Any questions regarding the Township's personnel policies and procedures will be answered at this time.

SECTION 2- HIRING AND SCREENING



2.4- PERSONNEL FILES

Purpose: The purpose of this section is to establish the policy for the creation, retention, and content of personnel records in compliance with applicable laws.

Scope: This policy applies to all Township Applicants, Employees, and other individuals for whom the Township creates, maintains, and/or retains a Personnel File.

Effective: 09/28/2022

Revisions History: Formerly Section 2.11 (rev. 02/28/17; eff. 02/13/18)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Personnel File(s)- means a file created, maintained, and retained by the Township about an individual’s application or employment with the Township and containing information necessary for effective personnel administration and as required by law. A Personnel File may include, but is not limited to, application or resumé; beneficiary information, insurance, and benefit documents; new hire reports; disciplinary history; commendations; notes from qualified health care professionals; background check and drug screening results; performance reviews, records of physical examinations, positions held, leaves, and training; and retirement information.

POLICY

- A. **Creation, Maintenance, and Retention.** The Personnel Director shall create and maintain a Personnel File (which may be maintained in physical or electronic format) for each Employee containing information necessary for effective personnel administration and as required by law. Applicant records will be maintained as required by the state retention guidelines. Employees shall receive copies of any additions to their Personnel File. Personnel Files shall be kept for at least six (6) years after termination of employment, or as otherwise provided by state statute or retention requirements.
- B. **Security of Personnel Files.** Access to Personnel Files is restricted. Physical copies of Personnel Files may not be removed from the Township office. Electronic Personnel File records shall be accessed securely, and access shall be limited to the Personnel Director.
- C. **Employee Access to Personnel File.** Employees will be given the opportunity to periodically review their own Personnel File in accordance with state statutes. Information contained in the Employee’s Personnel File will be released to others only upon the

Employee's written authorization or as otherwise required or provided by law or court order.

SECTION 3- EMPLOYMENT (TERMS, DISCIPLINE, AND TERMINATION)



3.1- SIZE OF WORKFORCE, DEPARTMENT STAFFING, LAYOFF AND RECALL, LENGTH OF SERVICE

Purpose: The purpose of this section is to establish the procedures for the creation of positions, layoff and recall of Employees, and for determining Length of Service.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 2.2, 3.2, and 3.3 (eff. 08/14/07); Section 6.22 (eff. 10/28/08)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Size of Workforce.** The Township Board is responsible for the creation of all positions consistent with needs and budgetary limitations. The Board is responsible for initiating layoffs and ordering recalls, in accordance with the standards set forth in this *Employee Handbook*. The Personnel Director shall make recommendations to the Township Board concerning the needs of the Township and the qualifications of Employees to fill those needs and, if necessary, request a budget amendment for same.
- B. **Layoff and Recall.** If the need ever arises, Township Employees shall be laid off according to the Township’s determination of its needs and the qualifications of the Employee to fill those needs. Recalls will be implemented with the same considerations.
- C. **Length of Service.** If, for any reason, it is necessary to determine the Length of Service of an Employee, the following standards will apply (unless otherwise modified by a Collective Bargaining Agreement):
 1. **Retention While on Leave.** Employees on a leave of absence without pay will not accrue any seniority during the period of the leave but will retain any previously accrued Length of Service.
 2. **Loss of Length of Service.** Employees may lose their Length of Service for the following reasons:

- a. Termination from employment (including, resignation, discharge, and/or retirement).
- b. Being absent from work for three (3) or more working days without Township approval.
- c. Failure to return to work within three (3) working days at the expiration of an approved leave of absence or after notice of recall from a layoff.

D. Department Staffing. Each Department shall strive to maintain appropriate staffing levels at all times by staggering PTO time, Relief Time, or other scheduled staff absences (e.g. Parental Leave; FMLA Leave; seminar conference, or other continuing education participation; etc.) to have at least one (1) member of the Department available during regular office hours.

SECTION 3- EMPLOYMENT (TERMS, DISCIPLINE, AND TERMINATION)



3.2- PERFORMANCE REVIEWS, PROMOTIONS, COMMENDATIONS, AND PEER RECOGNITION

Purpose: The purpose of this section is to establish procedures for reviewing Employee performance, internal promotions, and to provide for informal recognition of Employee performance.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 3.5 (rev. 09/09/14; eff. 02/28/17), 3.4 (eff. 07/23/02), 6.12 (eff. 07/23/02)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Periodic Performance Review.** Employees, including Department Heads, shall receive written performance reviews annually in accordance with the Township’s “Performance Review Procedure”. The written record of the review shall be placed in the Employee’s Personnel File.
- B. **Promotion.** Internal promotions shall be made in the same manner as new hires under the Recruiting, Applications, Screening, and Interviews policy of this *Employee Handbook*.
- C. **Employee Commendations.** Department Heads are encouraged to submit letters or memos of commendation for Employees with exceptionally good performance. A copy of the commendation shall be placed in the Employee’s personnel file. Letters of appreciation from the public regarding a Township Employee will be handled in the same manner.
- D. **Peer Recognition.** Employees may recognize the exemplary work of another Township Employee by emailing the HR/Benefit Coordinator. The HR/Benefit Coordinator will create a certificate of appreciation and report such certificates at Township staff meetings. A copy of the peer recognition certificate will be placed in the Employee’s personnel file.

SECTION 3- EMPLOYMENT (TERMS, DISCIPLINE, AND TERMINATION)



3.3- EMPLOYEE DISCIPLINE POLICY

Purpose: The purpose of this section is to clearly define the policy for discipline to ensure consistent enforcement and equal treatment of Employees.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Appendix H (eff. 02/28/17)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Issuing Authority- means the individual, or individuals, empowered to take disciplinary action against an Employee under this policy.

Performance Improvement Plan (PIP)- refers to an agreed upon metric to allow an Employee to work constructively with the Township to improve or address certain performance or behavioral issues. A PIP may be authorized by the Personnel Director where it has been determined that education, training, and/or counselling may allow the Employee to retain their position with the Township.

POLICY

A. General Guidelines and Considerations. Township Employees are in the unique position of being the face of the Township for the community. Gossip, rumors, negativity, hostility, and similarly counter-productive conduct and comments have no place in the workplace and have a negative impact on Employees’ morale and productivity. Please remember that citizens and fellow Employees are often able to hear private conversations. Employees will conduct themselves professionally at all times as conversations and actions are being heard and observed by our residents and/or fellow Employees.

It is the policy of the Township to work constructively with Employees, where possible, to facilitate Employee improvement and education through disciplinary action, rather than to punish Employees for minor mistakes and infractions. The Township will, where circumstances allow, use disciplinary actions to determine the root cause of issues, correct misunderstandings about policies and procedures, and assist Employees in improving their productivity.

B. Right to Take Disciplinary Action. The Township, through its *Employee Handbook*, has established regulations and procedures concerning Employee conduct which are deemed necessary to ensure the orderly, effective, and efficient operation of Township business. The Township retains its right to terminate the employment of any At-Will individual at any time, with or without cause, the implementation of a performance improvement plan does not modify this right of the Township. At the sole discretion of the Township, when the orderly, effective, and efficient operation of the Township is served by such action, the Township may invoke other disciplinary actions, less than termination, when an Employee violates the terms of this *Employee Handbook*. The type and severity of the disciplinary action will be within the Township's discretion.

1. **Additional Rules.** Subject to Township Board approval (where applicable), or the terms of a Collective Bargaining Agreement or contract, additional specific rules, regulations, and/or standard operating procedures may apply to Employees working in a particular department or job classification. All departmental rules shall be disseminated in the same manner as this *Employee Handbook*.
2. **Conduct Subject to Disciplinary Action.** The following are (non-exclusive) examples of conduct which could result in disciplinary action:
 - a. Violation of the policies and procedures set forth, and/or referenced in, this *Employee Handbook*.
 - b. Violation of Board approved departmental rules, regulations, or standard operating procedures.
 - c. Violation of the rules or terms of a Collective Bargaining Agreement-subject to any proscribed appeal, grievance, or other procedures therein.
 - d. Theft of property belonging to another Employee, Contractor, Volunteer, Limited Term Worker, the Township, or any visitors.
 - e. False statement(s) on an employment application or giving false information at the time of employment (e.g., at the time of interview for the position, upon accepting employment, etc.).
 - f. Inappropriate conduct or indecent behavior on Township premises, or while working on Township business in the field, affecting the Township or its Employees, Contractors, Volunteers, Limited Term Workers, residents, or visitors.
 - g. Conviction of a felony.
 - h. Physical altercations with another Employee, Contractor, Volunteer, Limited Term Worker, or visitor; horseplay or scuffling where there is a potential for injury or property damage.
 - i. Gross negligence.
 - j. Falsification of Township records and/or reports.

- k. Excessive absenteeism, or excessive tardiness. Absence for three (3) consecutive workdays, or three (3) consecutive scheduled shifts, without approval of the Employee's immediate supervisor, Department Head, and/or the Personnel Director will be considered excessive.
- l. Insubordination; failure to perform duties in the manner prescribed or refusal to carry out instructions from the Employee's immediate supervisor, Department Head, or the Personnel Director; failure to accept work schedule as assigned.
- m. Falsification of reason when applying for leave.
- n. A willful, deliberate, or continuing violation of, or disregard for, safety practices.
- o. A misuse, abuse, waste, or destruction of Township property.
- p. Sleeping during working hours except as allowed for Fire Department personnel.
- q. Gambling on Township premises.
- r. Departing the Employee's regularly scheduled place of work without notifying their immediate supervisor, unless for job-related reasons or an emergency.
- s. Release of confidential, sensitive, or personally identifiable information (subject to Whistleblower protections).
- t. Unsatisfactory job performance as determined by the Employee's Department Head, or immediate supervisor, and the Personnel Director.
- u. Carrying illegal weapons (as defined under Michigan law) at work.

C. **Disciplinary Actions.** When a violation of Township policy is alleged, the Employee will be spoken to by the Issuing Authority who will explain/advise the Employee of the alleged violation and provide the Employee an opportunity to explain their position. An Employee may be disciplined by the Personnel Director, HR/Benefit Coordinator, their immediate supervisor, their Department Head, and/or the Township Board (as applicable in the circumstances). Disciplinary actions under this policy may result in the initiation of a Performance Improvement Plan (PIP). The Township may, at its discretion, invoke one (1) or more of the following disciplinary actions:

Action	Issuing Authority	Documentation
Verbal Warning	Personnel Director, HR/Benefit Coordinator, their immediate supervisor, their Department Head, and/or the Township Board	"Verbal Warning" form (signed by Issuing Authority, and Employee) and sent to Personnel Director
Written Reprimand	Personnel Director, HR/Benefit Coordinator, their immediate supervisor, their Department Head, and/or the Township Board	"Written Reprimand" form (signed by Issuing Authority and Employee) and sent to Personnel Director

Suspension	Personnel Director and/or the Township Board	“Suspension Notice” form (signed by Issuing Authority and Employee) and sent to Personnel Director
Termination	Personnel Director and/or the Township Board	“Termination” form (signed by Issuing Authority and Employee) and sent to Personnel Director

1. **Verbal Warning.** A verbal warning is an orally delivered reprimand for a violation of Township policy. If, after discussion with the Employee, the Issuing Authority finds that the violation did occur and is unexcused, they shall complete the “Verbal Warning” form to document the discussion. The Employee will be given the opportunity sign the complete “Verbal Warning” form acknowledging its receipt. If the Employee refuses to sign the “Verbal Warning” form, the Issuing Authority will indicate such on the form, and initial it; a copy will be placed in their personnel file.

2. **Written Reprimand.** A written reprimand is a notice of violation of Township policy that is provided to the Employee in writing. If the Issuing Authority determines that a violation did occur and is unexcused, they shall prepare the “Written Reprimand” form that outlines the offense(s), and all verbal warnings and/or written reprimands, if any, prior to this incident. The Issuing Authority will then provide the “Written Reprimand” form to the Employee for a discussion regarding the offense(s). The Employee will be given the opportunity to review the completed “Written Reprimand” form, provide a rebuttal (if applicable), and sign to acknowledge receipt. If the Employee refuses to sign the “Written Reprimand” form, the Issuing Authority will indicate such on the form, and initial it; a copy will be placed in their personnel file.

3. **Suspension.** A suspension is a temporary removal of an Employee from performing their work duties. Suspension may be paid (for investigative purpose) or unpaid (as a disciplinary measure). If the Issuing Authority determines that the offense was, in fact, committed and is unexcused they shall prepare the “Suspension Notice” form that outlines the offense(s), all verbal warnings and/or written reprimands, if any, prior to this incident, the start date of suspension, length of the suspension, and the form of suspension (i.e., paid or unpaid). The Issuing Authority will then provide the “Suspension Notice” form to the Employee for a discussion regarding the offense(s) and the suspension. The Employee will be given the opportunity to review the “Suspension Notice” provide a rebuttal (if applicable), and sign to acknowledge receipt. If the Employee refuses to sign the “Suspension Notice” form, the Issuing Authority will indicate such on the form, and initial it; a copy will be placed in their personnel file.

A suspension will be for a defined period as provided in the “Suspension Notice”. Depending on the seriousness of the infraction, the Employee may be suspended without pay in full-day, or eight (8) hour, increments consistent with federal, state and local wage and hour employment laws. Employees may not substitute, or use, Paid Time Off (PTO) in lieu of pay for an unpaid suspension. In compliance with the Fair Labor Standards Act (FLSA), unpaid suspension of Employees is reserved for serious workplace safety or conduct issues.

4. **Termination.** Termination refers to an involuntary termination as provided in this *Employee Handbook*. If the Issuing Authority determines that a violation did occur and is unexcused, they shall prepare a “Termination” form that outlines the offense(s), and any prior disciplinary actions prior to this incident. The Issuing Authority will then provide the “Termination” form to the Employee for a discussion regarding the offense(s), outline the offenses, the effective date of the termination, and any other information related the terms of the Employee’s involuntary termination from the Township. The Employee will be given the opportunity to review the completed “Termination” form, provide a rebuttal (or comments), and sign to acknowledge receipt. If the Employee refuses to sign the “Termination” form, the Issuing Authority will indicate such on the form, and initial it; a copy will be placed in their personnel file. The Employee will be terminated in accordance with the terms of the “Termination Notice”.
- D. Performance Improvement Plan (PIP).** A PIP may be implemented where the Township determines that an Employee is not fulfilling the expectations outlined within their job description consistently or is behaving in a manner that does not align with Township’s policies or goals. A PIP is a tool that may be used to work with an Employee to improve performance or behavior with the Employee’s cooperation. Failure to improve, meet the requirements of the PIP, or complete the PIP will result in disciplinary actions up to, and including, termination. The Personnel Director will work with the Employee to develop a mutually agreeable action plan that specifies how to meet the expectations- including any specific training or special support required. All PIPs will be in writing, using the “Performance Improvement Plan” form, and must be signed by both the Employee and the Personnel Director. If an Employee will not sign the PIP, this constitutes a failure to complete the PIP, and will result in further disciplinary action. If the Township and an Employee enter into a PIP, this does not modify the At-Will nature of the employment.
- E. Progressive Discipline.** If the Township chooses to use the preceding disciplinary procedures outlined in this policy, it will attempt to do so in a progressive order (i.e., commencing with a verbal warning and ending with discharge). However, the Township retains the discretion, where the circumstances dictate, to proceed to a higher level of disciplinary action without progressing through the lower levels first.
- F. Appeal Procedures.** Employees subject to disciplinary action under this policy may appeal the decision for disciplinary action, or procedures used, as outlined below.
1. **At-Will Employees.** At-Will Employees may appeal a disciplinary action to the Human Resources Board Work Group by submitting a written the request for appeal to the Personnel Director writing within ten (10) working days of the disciplinary action. The Human Resources Board Work Group will have fifteen (15) working days in which to provide a written response or convene a hearing regarding the matter. The Human Resources Board Work Group has the authority to reverse in whole, or in part, or affirm, the disciplinary action decision given by the Issuing Authority.
 2. **Collectively Bargained Employees/Contractors.** The procedures for appealing a disciplinary action for Contractors or Collectively Bargained Employees will be set forth in the contract governing their employment with the Township.

SECTION 3- EMPLOYMENT (TERMS, DISCIPLINE, AND TERMINATION)



3.4- TERMINATION OF EMPLOYMENT

Purpose: The purpose of this section is to establish the procedures for termination of the employment relationship with Township Employees.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 7.1 (eff. 07/23/02), 7.2 (rev. 06/24/14, 02/28/17; eff. 02/13/18), 7.3 (eff. 02/28/17), and 7.5 (eff. 02/28/17)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Voluntary Termination.** The Township requests that an Employee give written notice of their intent to voluntarily terminate their employment with the Township to the Personnel Director. The notice of voluntary termination shall be included in the Employee’s personnel file. Notice should be given as follows:
1. **Exempt Employees** (including Department Heads)- at least thirty (30) days prior to the proposed separation date.
 2. **Nonexempt Employees**- at least fourteen (14) days prior to the proposed separation date.
- B. **Involuntary Termination.** An Employee who is involuntarily terminated will be given a written notice of termination by the Personnel Director. The notice will indicate the effective date of the separation. Involuntary Termination will occur as follows:
1. **Department Heads.** Department Heads may only be discharged by the Township Board upon the Personnel Director’s recommendation.
 2. **All Other Employees.** All other Township Employees may be discharged by the Personnel Director, but only with the concurrence of the Employee’s Department Head.

Employees who are involuntarily terminated are not eligible to receive a payout for unused

PTO time.

- C. **Retirement.** Employees who are nearing retirement should notify the Personnel Director of their plans as soon possible, but in any event, at least thirty (30) days before the intended effective date where possible.

Retirement and pension information is available from the Personnel Director.

- D. **Exit Interview.** In order to document the reasons for turnover, the Township may request that an Employees participate in an exit interview.

- E. **Return of Township Equipment.** All terminating Employees shall make arrangements with their immediate supervisor, Department Head, or Human Resources to return all Township property on or before their separation date.

SECTION 4- COMPENSATION



4.1- MINIMUM WAGE, HOURS OF WORK, LUNCH PERIOD, OVERTIME, AND CLOSURE FOR INCLEMENT WEATHER

Purpose: The purpose of this section is to ensure compliance with the state and federal laws for the compensation of all time worked by Township Employees.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 4.1 (rev. 12/13/16; eff. 02/28/17), 4.2 (eff. 07/23/02), 4.3 (rev. 02/28/17; eff. 02/13/18), 4.4 (eff. 07/23/02), 4.5 (02/28/17), and 4.6 (rev. 06/14/11; eff. 02/13/18)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Minimum Wage Law- refers to the current minimum wage set by the State of Michigan and/or the federal minimum wage provisions contained in the Fair Labor Standards Act (and any amendments thereto). The Minimum Wage Law sets minimum wage and overtime compensation for all Nonexempt Township Employees; Exempt Employees are exempt from the overtime provisions of the Minimum Wage Law.

POLICY

- A. **Minimum Wage.** The Township complies with the Minimum Wage Law in compensating all Employees. Nonexempt Employees will be paid at least the current prescribed minimum hourly wage.
- B. **Hours of Work.** Employees must record all hours worked on their timesheet. Hours recorded on timesheets are the sole basis of calculating hours worked, and compensation owed, to Nonexempt Employees.
 - 1. **Township Office Hours.** The working office hours for the Oshtemo Charter Township Office are from 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - 2. **Assigned Work Hours.** Township Employees will work the hours assigned and approved by their Department Head. Township Employees may work remotely in accordance with the terms of this *Employee Handbook*.

3. **Customer Service Hours.** Monday through Thursday 8:00a.m. to 5:00p.m. and Friday 8:00a.m. to 1:00p.m. The office is closed for lunch from 1:00p.m to 2:00p.m.
 4. **Changes to Office or Customer Service Hours.** The Board may approve temporary (e.g., summer/winter hours), or permanent, changes to these customer service or office hours. The Township Supervisor, Clerk, and Treasurer shall communicate and make decisions regarding closing the office for periodic staff training, emergency situations, or other needs.
- C. **Lunch Period.** Full-Time and Part-Time office and maintenance Employees are allowed a one (1) hour, unpaid, lunch period for every eight (8) hours worked. This section may not apply to all Fire Department personnel.
- D. **Overtime.** Nonexempt Employees will be paid at least the minimum compensational requirement for any overtime in accordance with the Minimum Wage Law.
1. **Authorization and Recording of Overtime.** Overtime must be recorded on the Nonexempt Employee's time sheet and authorized in advance in writing by the Employee's immediate supervisor.
 2. **Rate of Pay.** Overtime for Nonexempt Employees will be paid for work over forty (40) hours per week and shall be at one and one-half (1½) times the Employee's regular hourly rate of pay.
 3. **Unauthorized Overtime.** No Employee shall work overtime except as authorized pursuant to this section. An Employee violating this section shall be subject to discipline.
- E. **Inclement Weather and Office Closure/Delay.** When inclement weather occurs, it is the responsibility of the Elected Officials to consider the safety and well-being of the Township's Employees.
1. **Closure/Delay Determination.** If inclement weather should occur during office hours, the Township Supervisor, Clerk, or Treasurer shall have the authority to close the office and send non-essential Employees home to work remotely. The decision will be made by joint discussion of Elected Officials.
 2. **Notification of Closure/Delay.** If inclement weather should occur before or during office hours, the Township Supervisor, Clerk, and Treasurer shall communicate and make a decision regarding delaying the opening of, or closing, the office. If a decision is made to delay opening, or close the office, Employees will be notified in accordance with current Township protocols. The Township shall notify local radio and television stations of the status of the office for the day. Employees should enroll in this automated system to receive the office closure notifications in the format of their preference. The Township will make every attempt to notify Employees by 6:30 a.m. if there is a delay or an office closure.
 3. **Effect of Closure/Delay.** Unless otherwise stated, if the office is closed for the day, or balance of the day, Employees that have the equipment to and are able to work remotely shall work remotely. If the office opening is delayed, internal meetings scheduled for the remainder of that day will be held as scheduled. If the office is

closed, subsequent external & public meetings scheduled for that day shall be cancelled.

4. **Reporting to Work During Office Closure.** Non-essential personnel who are scheduled to work and cannot report to work due to inclement weather shall work remotely. All personnel designated as essential to Township operations by their immediate supervisor and/or an Elected Official must report to work during an office closure.

5. **Working from Home During Closure.** Employees shall discuss with their Immediate Supervisor to identify remote work tasks to have a productive workday during an office closure. Employees who chose not to work remotely when so authorized, or requested, must use PTO to cover their missed work time, or not be paid for the time the office is closed. Failure to perform remote work, or use PTO time for the absence, may result in disciplinary action for an unexcused absence as provided in this *Employee Handbook*.

SECTION 4- COMPENSATION



4.2- PAYROLL

Purpose: The purpose of this section is to outline the payroll procedures of the Township

Scope: This policy applies to Township Employees and Limited Term Workers.

Effective: 09/28/2022

Revisions History: Formerly Sections 5.1 (eff. 07/23/02) and 5.2 (eff. 07/23/02),

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Pay Periods.** The Township shall issue payroll as follows:
1. **Paid On-Call.** Paid On-Call Fire Department Employees shall be paid every twenty-eight (28) days for their services.
 2. **Limited Term Workers.** Limited Term Workers shall be paid as agreed with the Township.
 3. **All Other Township Employees.** Payroll periods are biweekly.
- B. **Payroll Deductions.** Payroll deductions are made as required by federal and state law, Employee benefit payments, voluntary retirement contributions, or by court order. Other deductions may be made at the request of an Employee for reasonable purposes and will be processed by the HR/Benefit Coordinator. A copy of any court order requiring a deduction will be placed in the Employee’s personnel file as a record of the basis for the payroll deduction.
- C. **Payroll-Related Problems.** Any problems concerning the payroll procedure should be referred to the Township Clerk; problems regarding the computation of a paycheck, or deductions, shall be referred to the HR/Benefit Coordinator.

SECTION 4- COMPENSATION



4.3- HOLIDAY PAY

Purpose: To establish the paid holidays for Township Employees, the dates of observation, and the pay rates for such holidays.

Scope: This policy applies to all Township Employees. Employees who work under a Collective Bargaining Agreement will be paid in accordance with the terms of that Agreement and/or as described in this policy.

Effective: 12/14/2021

Revisions History: Appendix A (eff. 10/13/09; rev. 01/29/19) and Appendix K (eff. 06/26/18; removed and replaced 01/26/21); 5.3 (eff. 04/10/12, rev. 12/13/16 and 01/26/21).

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Non-Collectively Bargained Employees.** The following are the holidays recognized by the Township that will be “paid holidays” for Full-Time and Part-Time Employees not covered by a Collective Bargaining Agreement:

Holiday	Date*
New Year’s Day	January 1st
Martin Luther King, Jr.’s Birthday	January 17 th
Presidents’ Day	February 21st
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday of September
Veterans’ Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
One-half (½) day before Christmas***	December 24th
Christmas Day	December 25th
One-half (½) day before New Year’s Day***	December 31st
Floating Holiday	TBD annually**

* Holidays may be observed on another day, depending on the calendar. Employees will receive an annual holiday calendar with the actual dates for each holiday/office closure each year.

** The Township Board will determine the date of the “floating holiday” when approving the holiday schedule.

*** Depending how the holidays fall during the work week, the half (½) day before Christmas and the half (½) day for New Year’s may be combined into one (1) full day off before Christmas. The Township Board will make this decision when approving the holiday schedule each January.

If a recognized holiday falls on a Saturday or Sunday, eligible Employees shall receive the day before or the day after the holiday off.

1. **Eligible Employees.** To receive pay for the above paid holidays, an Employee must be regularly scheduled to work at least twenty (20) hours per week and are only eligible to receive holiday pay when:
 - a. the Employee has worked their regularly scheduled shift prior to the holiday and their regularly scheduled shift following the holiday (or be on authorized PTO, approved leave, or have an excused absence), and
 - b. the holiday falls on a day the Employee is scheduled to work (i.e., if the Employee does not work Mondays, no holiday pay will be available to the Employee for a paid holiday which falls on a Monday).
2. **Holiday Pay Rate.** Full-Time and Part-Time Employees, not covered by a collective bargaining agreement, shall receive their normal day’s pay at their regular hourly rate for Township holidays that fall on a normal workday for which the Employee is scheduled, but does not work.

Employees designated as “essential” who are required to work on any paid Township holiday will receive straight time pay for hours worked in addition to normal holiday pay.

Holiday pay will be adjusted to reflect the percentage of hours the Employee is normally schedule to work in a forty (40) hour work week (i.e., a twenty (20) hour per week Employee shall receive fifty percent (50%) of their pay for a designated holiday whereas a thirty-two (32) hour per week Employee shall receive eighty percent (80%) of their pay for a designated holiday).

B. Collectively Bargained Employees. Employees covered by a Collective Bargaining Agreement shall refer to their agreement for holiday pay provisions. **Fire Department Employees working on a Township Holiday are entitled to be paid in accordance with the terms of their Collective Bargaining Agreement and/or this policy, as applicable.**

C. Overtime Pay for Paid On-Call Firefighters Who Work on a Holiday. Qualified POC Employees will receive holiday rate of pay as detailed below for the holidays listed below:

Holiday	Start Time	End Time	Hours Paid
New Year’s Day	07:00	07:00	24.00
Martin Luther King Jr. Birthday	07:00	07:00	24.00

President's Day	07:00	07:00	24.00
Easter	07:00	07:00	24.00
Memorial Day	07:00	07:00	24.00
Independence Day	07:00	07:00	24.00
Labor Day	07:00	07:00	24.00
Veteran's Day	07:00	07:00	24.00
Thanksgiving	07:00	07:00	24.00
Day after Thanksgiving	07:00	07:00	24.00
Christmas Eve	18:00	07:00	13.00
Christmas Day	07:00	07:00	24.00
New Year's Eve	18:00	07:00	13.00

1. **Eligible Employees.** POC Employees working a shift during a specified holiday period.
2. **Holiday Pay Rate.** POC Employees working on a specified holiday are entitled to be paid one and a half (1 ½) times their normally hourly rate for the hours specified above in accordance with the terms of this policy.

SECTION 4- COMPENSATION



4.4- PAY IN THE EXTENDED ABSENCE OF AN ELECTED OFFICIAL OR DEPARTMENT HEAD

Purpose: The purpose of this section is to establish pay procedures for Employees assuming the role of an Elected Official or Department Head during a prolonged absence.

Scope: This policy applies to Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 5.4 (eff. 07/23/02)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

In the case of the extended absence of any Elected Official or Department Head, when an Employee assumes the duties and responsibilities of the Elected Official or Department Head, at the direction of the Personnel Director, they shall receive additional compensation. The amount of additional compensation is to be determined by the Township Supervisor, subject to the approval of the Township Board. (The amount of additional compensation in 2021 will be one hundred fifty dollars (\$150.00) per week, adjusted, as needed. This amount should serve as a base line for future adjustment.)

SECTION 4- COMPENSATION



4.5- RELIEF TIME

Purpose: The purpose of this section is to outline the procedures surrounding “Relief Time” which is intended to provide some relief and schedule flexibility for additional time worked beyond eighty (80) hours per pay period by Exempt Employees. Relief Time allows Exempt Employees to deviate from their normally scheduled hours to make up for the additional time worked during a pay period (when the Employee is unable to vary their schedule during the pay period) and use the time later.

Scope: This policy applies to Exempt Employees, as defined by the Fair Labor Standards Act, shall be allowed Relief Time as provided under this section. Nonexempt Employees cannot use Relief Time and shall be paid time and a half (1 ½) for all overtime in accordance with the Fair Labor Standards Act. Relief Time is not PTO; remaining unused Relief Time will not be paid out upon termination of employment.

Effective: 09/28/2022

Revisions History: Formerly Section 5.6 (rev. 01/22/08, 03/25/08, 10/28/08, 10/13/09, 04/26/11, 07/14/15; eff. 02/13/18)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Relief Time- refers to an Exempt Employee’s ability to adjust their schedule in consideration for time worked in addition to the Exempt Employee’s normally scheduled work time per pay period. Relief Time is available only to the extent that the additional time worked is necessary to attend required meetings, respond to urgent situations, or complete approved work projects that cannot be completed within the Exempt Employee’s normally scheduled working hours.

POLICY

A. **Tracking Time Worked.** Employees must log all time worked into the timekeeping program; timesheets are the definitive record of the Employee’s hours worked. Relief Time is not recorded in the timekeeping program, nor the Township’s payroll system, and is not recorded as Employee PTO time. To utilize Relief Time, Employees must log the time in accordance with this policy. Employees may note Relief Time used.

- B. Accrual of Relief Time.** Relief Time is accrued only when it is determined that the Employee is unable to vary their remaining hours during the current pay period to accommodate additional hours worked in excess of (80) hours per pay period.

Example- a meeting was unexpectedly schedule on the final Wednesday of a pay period, requiring that the Employee stay an additional two (2) hours. Due to their schedule, the Employee is unable to come in late, or leave early, on the remaining Thursday and Friday of the pay period. The Employee would accrue two (2) hours of Relief Time from that pay period.

Once accrued, banked Relief time shall be logged and used in accordance with this policy.

- C. Logging Relief Time.** Each Exempt Employee has an Excel spreadsheet for logging Relief Time. Employees using Relief Time must utilize this spreadsheet to record all accumulated and used Relief Time.
- D. Use of Relief Time.** Employees may use their banked Relief Time, as operations allow, within the Employee's normal work schedule (e.g., the Employee may come in later, or leave earlier, than their normally scheduled hours).
- E. Limitations on Accrual and Use of Relief Time.** Employees will not be permitted to accrue more than forty (40) hours of Relief Time at any one time; once the forty (40) hour limit has been reached, the Employee must utilize some of the banked Relief Time before they can accrue any additional hours.

Use of Relief Time within a single pay period is limited to eight (8) hours.

SECTION 4- COMPENSATION



4.6- COMPENSATION FOR JURY DUTY AND COURT APPEARANCES

Purpose: The purpose of this section is to establish when Employees will be compensated for jury duty and/or court appearances.

Scope: This policy applies to Employees who receive (1) a summons for jury duty and/or (2) a subpoena, summons, or deposition is related to Township business.

Effective: 09/28/2022

Revisions History:

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. Compensation.** Employees are not required to use PTO, or Relief Time, to cover absences from work for jury duty and/or appearances for work-related subpoenas, summons, and/or depositions, and will be normal rate of pay for time spent as provided in this policy.
- 1. Jury Duty.** Employees will only be compensated for jury duty which occurs on a day they are regularly scheduled to work. Should an Employee be excused from jury duty before the end of their scheduled workday/shift, they will return to work to complete their shift.
 - 2. Other Court Appearances.** Employees will only be compensated for a subpoena, summons, or deposition related to Township business, or requiring the Employee’s testimony in their capacity as a Township Employee in criminal or civil matter involving the Township.
- B. Notice to the Township.** An Employee who is called by notice or subpoena to report for jury duty/a court appearance will promptly notify the Township as provided below:
- 1. For Jury Duty.** The Employee will provide notice to their immediate supervisor, Department Head, or the Personnel Director.
 - 2. For Other Court Appearances.** Upon receipt of a summons and complaint in a matter related to department or Township business, the Employee will promptly

notify their Department Head and the Township Attorney in compliance with this *Employee Handbook*.

- C. **Documentation Required.** The Township reserves the right to require adequate documentation in support of time served for jury duty; Employees failing to provide the requested documentation will not be paid for work time missed.

- D. **Personal Subpoenas.** Employees subpoenaed to testify about non-work-related matters shall be permitted to take time off to testify, but are not entitled to receive wages, or other compensation, from the Township for any such appearance or deposition. Employees may use PTO, or Relief Time, for the time they will be away from work, and arrangements for this time off should be coordinated with their Department Head.

SECTION 4- COMPENSATION



4.7- FINAL COMPENSATION

Purpose: The purpose of this section is to provide the procedures for final compensation to be paid to terminated Employees.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Section 7.4 (eff. 07/23/02) and Appendix A (rev. 01/01/08, 03/25/08, 10/13/09, 04/10/12, 10/08/13, 06/24/14, 06/26/18, 01/29/19, 03/26/19; eff. 11/24/20)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Voluntary Termination and Retirement.** Final paychecks for voluntarily terminated and retiring Employees who give appropriate notice (as described in this *Employee Handbook*), will contain, in addition to compensation owed for time worked, compensation for unused PTO days accrued to the effective date of termination. Employees will be paid for 100% of any accrued PTO if they give appropriate notice; payout will only be for Employees who have been employed by the Township for at least six (6) months.
- B. **Involuntary Termination.** Employees who have been involuntarily terminated by the Township will not receive compensation for unused PTO days. Recall or failure to win re-election is not considered involuntary termination.
- C. **Timing of Final Paycheck.** Employees will receive their final paycheck as soon as the amount can, with due diligence, be determined.

SECTION 5- EMPLOYEE GUIDELINES



5.1- COLLECTIONS, SOLICITATIONS, AND RECEIPT OF GIFTS OR GRATUITIES

Purpose: The purpose of this section is to establish the rules regarding receipt of gifts/gratuities for Township Employees and for use of solicited donations. The overall goal of this policy is to maintain appropriate professional objectivity and impartiality.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 6.2 (eff. 07/23/02), 6.2.1 (rev. 05/13/08, 02/28/17; eff. 06/12/18)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Collections and Solicitations.** Any funds raised by firefighters through soliciting donations or selling merchandise in the name of the Oshtemo Fire Department, must be used for Fire Department equipment or supplies.
- B. **Receipt of Gifts or Gratuities.** The Township must be beyond suspicion and reproach in rendering service to the public. Therefore, no Elected Official or Employees may accept any gift or gratuity that is in any manner is related to the provision of public services, the award of any public contracts, or which could be interpreted to relate to the provision of such services or the award of such contracts.
 1. **Logging of All Gifts/Gratuities.** All gifts shall be logged in the “Gratuity Tracking Spreadsheet”. The Employee who directly receive a gift or gratuity shall log it promptly. Gifts and/or gratuities given to the general Township (e.g. baked goods from a resident, gift baskets, etc.), will be logged by the Employee who accepts them.
 2. **Sharing of Gifts/Gratuities.** Generally, all gifts received by Township Employees shall be shared in the office and placed in a common area. If an Elected Official or Employee has any questions regarding the propriety of any gift or gratuity, discuss the matter with the Personnel Director for review and advice.

SECTION 5- EMPLOYEE GUIDELINES



5.2- PETITIONS, POLITICAL ACTIVITIES BY PUBLIC EMPLOYEES, AND ELECTION TO BOARD

Purpose: The purpose of this section is to establish the policy for political activities, and petition drives, by Township Employees.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 6.3 (eff. 07/23/02) and 6.4 (eff. 07/23/02)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Petitions and Political Activities.** Circulating petitions or engaging in activities (on behalf of themselves, any other candidate, or a political issue) on Township property, by Employees is prohibited during their working hours.
- B. **Election to Township Board.** Any person who is successful in seeking election to the Township Board may not also work as a Full-Time, or Part-Time, Oshtemo Charter Township Employee, except to the extent that the positions of the Supervisor, Clerk, and Treasurer are considered to be Township Employees.

SECTION 5- EMPLOYEE GUIDELINES



5.3- PERSONAL APPEARANCE STANDARDS

Purpose: The purpose of this section to project uniformity and neutrality toward the public and ensure that Township Employees project a professional image appropriate for the Township and for their assigned role by maintaining their personal hygiene and appearance.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 6.8 (eff. 09/22/20)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Business Casual- means dress shirts, blouses, Polo shirts (with collars), mock turtlenecks, sweaters, sport coats and blazers, cotton slacks, dresses, capris, and tie or slip-on shoes. The following items will be inappropriate for business casual: blue denim jeans, tee shirts, tank tops, and beach sandals/flip flops.

Dress-Down Friday- refers to non-Business Casual attire that may be worn weekly on a Friday, the day before holidays, or as permitted by the Personnel Director for events. Appropriate attire shall include jeans (including blue denim), long shorts, and a blouse/shirt.

POLICY

- A. **General Guidelines and Considerations.** It is the policy of the Township that all Employees meet required personal hygiene and grooming standards appropriate for their assigned role while working in the office, on-duty, or conducting official Township business in the community. This policy is intended to promote uniformity of the Employees of the Township by addressing specific grooming items.
- B. **Dress Code.** All Employees shall be appropriately dressed for their assigned position. If a uniform is required, it will be outlined by the department’s standard operating procedures.
 1. **Office Attire.** Office Employees will wear Business Casual attire except on Dress-Down Friday. The following items will be inappropriate for office Employees:

clothing that is dirty, torn, or otherwise deemed inappropriate for the office by the Personnel Director.

2. **Inappropriate Attire.** Employee clothing that displays any social, political, or commercial marketing message or any profane, derogatory, or harassing content is not appropriate at any time during working hours. It is understood that Township “marketing” apparel for Township sponsored events and/or activities (e.g., a shirt advertising “Music in the Park”, or a ‘fun run’, etc.) is not “commercial marketing” within this policy and is not prohibited hereunder.
- C. **Personal Hygiene.** All Employees must maintain proper personal hygiene. Any Employee who has a condition due to a protected category (e.g., race, physical disability, etc.) which affects any aspect of personal hygiene covered by this policy may qualify for an accommodation and should report any need for an accommodation to their immediate supervisor, Department Head, or Human Resources.
- D. **Body Alterations and Markings.** Tattoos, brands, mutilations, or alteration to any area of the body that are inappropriate (as determined by the Personnel Director and/or Human Resources), must be covered.
1. **Inappropriate Markings.** Inappropriate marks (i.e., tattoos, brands, mutilations, scarification) may include, but are not limited to, the following:
 - a. Marks that exhibit or advocate discrimination against sex, race, religion, ethnicity, national origin, sexual orientation, age (40 and over), physical or mental disability, medical condition, or marital status.
 - b. Marks that promote or express gang, supremacist, or extremist group affiliation.
 - c. Marks that depict or promote drug use, sexually explicit acts, and/or other obscene or profane material.
 2. **Body Alterations.** Inappropriate body alterations that are those alterations that are visible in any authorized uniform or attire. Examples of inappropriate body alteration may include, but is not limited to, the following:
 - a. Tongue splitting or piercing.
 - b. The complete, or trans-dermal, implantation of any material (other than hair replacement).
 - c. Abnormal shaping of the ears, eyes, nose, or teeth.
 - d. Branding or scarification.
 - e. Any other body modification, or alteration, that constitutes a deviation from normal anatomical features, which is not medically required or done for religious, cultural, or ceremonial purposes.
- E. **Reservation of Rights.** Nothing herein shall limit the Township’s ability to address any other grooming or personal appearance deemed improper for Township Employees.

SECTION 5- EMPLOYEE GUIDELINES



5.4- CONFLICTS OF INTEREST

Purpose: The purpose of this section is to ensure Township Employees do not have conflicts of interest which would impair, or give the appearance of impairing, the Employee’s professional objectivity and impartiality.

Scope: This policy applies to all Township Employees, Contractors, and Limited Term Workers.

Effective: 09/28/2022

Revisions History: Formerly Sections 6.9 (rev. 12/13/16; eff. 02/28/17) and 6.10 (eff. 07/23/02)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

A. **Outside Employment.** Employees may accept employment in addition to their work with the Township provided that such employment does not constitute a conflict of interest with the Employee’s duties at the Township where:

1. Such employment does not interfere with the Employee’s job with the Township.
2. Such employment is not during the Employee’s regular, or scheduled, working hours (this requirement is inapplicable to POC and OD-POC).
3. Such employment does not violate the provisions of this *Employee Handbook*.

Full-Time Employees must inform the Personnel Director and their Department Head of all outside employment.

B. **Employment, Hiring, and Supervision of Relatives.** Personnel decisions directly affecting an individual Employee will not be made by a member of the Employee’s immediate family.

1. **Supervision of Relatives.** An Employee will not be placed in a position of supervising an immediate family member, nor will any Employee, Contractor, or

Limited Term Worker be placed in a department where the Department Head is an immediate family member.

2. **Exception for Fire Department Personnel.** Following a review of issues and circumstances involved, and at the discretion of the Fire Chief with the agreement of the Personnel Director, Fire Department personnel may be permitted to supervise a relative and/or work in the Fire Department when the Department Head is a relative of the Employee.

SECTION 5- EMPLOYEE GUIDELINES



5.5- HYBRID SCHEDULE AND REMOTE WORK

Purpose: The purpose of this section is to establish the policies and procedures for remote work by Township Employees and to provide for continued opportunities for Remote Work through a Hybrid Remote/In-Person work schedule.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History:

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Hybrid Schedule/Hybrid Work Schedule means performing work as a combination of Remote Work and In-Office hours.

In-Office means physically performing work at a Township facility.

Remote Work means working remotely from a location other than the Township facilities.

POLICY

A. **Remote Work /Hybrid Schedule Requirements.** Township Employees who are ill, or may be contagious, are encouraged to Remote Work if they feel well enough to do so and have work to perform; otherwise, sick Employees shall take PTO time to cover their time away from the office.

The following are required for Township Employees to perform Remote Work or to work a Hybrid Schedule:

1. The Employee must have work which can be performed remotely with appropriate technology, and obtain the necessary Township resources to perform their work efficiently (e.g., laptop, scanner, etc.) from the Township’s IT Coordinator;
2. The Employee must wish to perform some Remote Work, and have the personal home office resources (e.g., sufficient internet connection speed, phone service, etc.) needed to do so;

3. The Employee must maintain a regular work schedule (i.e., consistent days/hours of work);
4. The Employee's Hybrid Schedule, or Remote Work time, must make them generally available during Oshtemo Township business hours to facilitate communication between departments and serve residents;
5. The Employee must have obtained prior approval from their Department Head and the Personnel Director for their permanent Hybrid Schedule OR be approved for temporary Remote Work by their Department Head.
6. The Employee must make their In-Office and Remote Work hours available to all Township staff using the "Hybrid Schedules calendar" in Outlook and indicate their work location using the Sign-In program each day.

Maintenance, Fire Department personnel, and Customer Service Employees are not, generally, eligible for a Remote Work or a Hybrid Schedule because the nature of their work requires in-person performance.

B. Changing or Revocation of a Remote Work/Hybrid Schedule. Schedules may be adjusted/modified as needed to meet Departmental and/or Township needs. Hybrid Schedule, or Remote Work, approval may be revoked at any time at the discretion of the Employee's Department Head and/or the Personnel Director.

C. Standard Work Day and Availability. Office Employees should be "available" on Microsoft Teams whether they are In-Office or Remote Work during their scheduled work hours.

1. **Hours for Nonexempt Employees.** Nonexempt Employees are expected to work the same hours as they would if performing In-Office work (e.g., for a Full-Time forty (40) hour per week position, an eight (8) hour day, five (5) days a week).
2. **Hours for Exempt Employees.** Exempt Employees are expected to perform work as needed to complete their assigned tasks but should be available during the Township Offices' normal business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved by the Personnel Director. Exempt Employees may use Relief Time as provided in the *Employee Handbook*.

D. Absences. Employees who are not working In-Office are still expected to comply with the *Employee Handbook*, and report to work at their scheduled time. If an Employee is ill, and unable to work, they should contact their immediate supervisor, Department Head, or the Personnel Director as soon as possible to report that they will not be working that day/shift.

E. Remote Work Due to Office Closure/Inclement Weather. If Inclement Weather is predicted, and closure of the Township Offices is likely, or the Township Offices will be closed on a non-holiday (e.g., for election purposes, deep cleaning, flood, etc.), as determined by the Elected Officials, Employees will be notified as far in advance as possible of the office closure. Employees will take the materials and equipment necessary home with them for temporary Remote Work.

- F. **Logging Work Hours.** Employees are expected to faithfully, and accurately, log their hours worked in the timekeeping program. Employees will only be paid for time worked (i.e., not for time spent on personal errands, etc.).
- G. **Travel Time.** Travel from one work location to another during the workday is working time. However, Employees traveling to/from home to Township Facilities to start/end their scheduled work time (i.e., have not started their workday until reaching Township Facilities, or complete work before leaving) will not be compensated for this time.
- H. **Overtime.** Employees who are performing Remote Work or working a Hybrid Schedule are not authorized to perform any overtime without the prior authorization of their immediate supervisor, as provided in this *Employee Handbook*.
- I. **Accidents and Injuries.** Employees injured while performing Remote Work, or traveling from one work location to another during the workday, will comply with the On-the-Job Accidents/Injuries Policy of this *Employee Handbook* to report and seek treatment for work related accidents and injuries.
- J. **Internet Access and Forwarding of Township Phone Lines.** Employees performing Remote Work must have sufficient internet speeds and connectivity to perform work tasks and are responsible for obtaining, and maintaining, their internet at their own expense. Employees who are performing their Remote Work may forward their phone line to avoid missed calls.
- K. **Personal Appearance Standards.** Employees authorized to Remote Work are expected to maintain a professional appearance when attending virtual meetings, meeting with residents, or otherwise performing duties on behalf of the Township. Employees should have a workspace that looks professional, or use a background to mask their environment, to maintain professional standards.
- L. **Safeguarding Township Information.** Employees who are not working In-Office have the same duty to protect, and avoid the unauthorized release of, Township files, resident information, and other information the Employee has access to as a Township Employee, and to comply with the Township's Release of Information Policy.
1. **Electronic File Security.** Employees should ensure that no unauthorized individuals (e.g., housemates, children, spouses, etc.) have access to Township equipment, servers, or files, and Employees should maintain a Remote Work location which provides sufficient privacy when discussing confidential Township information.
 2. **Security of Township Credentials.** Employees shall not store their Credentials on computers, keep them in locations accessible to other members of their household, or in any manner that would allow an unauthorized individual to access the Township's servers, email accounts, social media accounts, files, etc.
 3. **Removal of Hard Copy Files.** Employees may not remove any hard copy records from the Township without the prior approval of their immediate supervisor/Department Head or the Personnel Director. Employees with hard

copies of Township records shall ensure that they are maintained securely, and not accessible to unauthorized individuals.

- N. **Return to In-Office/End of Hybrid Schedule.** Employees who will no longer be on a Hybrid Schedule are expected to promptly return any Remote Work provided equipment to the Township offices and/or IT Coordinator. Employees are responsible for returning Township equipment in the same, or similar, condition as it was issued in.

SECTION 5- EMPLOYEE GUIDELINES



5.6- SUBPOENAS/COURT APPEARANCES/DEPOSITIONS

Purpose: The purpose of this policy is to establish procedures for receiving, processing, and responding to subpoenas to appear or produce public records or evidence. It will allow the Township to cover any work absences and keep the Township informed about relevant legal matters.

Scope: This policy applies to all Employees, Contractors, Limited Term Workers, or others receiving subpoenas, summons, or deposition notices for Township matters.

Effective: 09/28/2022

Revisions History: Formerly Section 9.10 (rev. 10/13/09; eff. 02/13/18)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Clerk- means the elected Oshtemo Township Official, their deputy, authorized designee, or Township Board appointed replacement.

POLICY

A. Subpoenas Related to Township Business. Only Township Officials, the Township Attorney, or their authorized designee, may accept service of a subpoena on behalf of the Township or any individual Employee. Any questions about this policy, or its requirements, shall be promptly directed to the Township Attorney.

- 1. Subpoenas of Records.** Subpoenas for records should be directed to the Clerk for processing with a copy to the Township Attorney. The Clerk should receive training in proper intake and processing of subpoenas. Employees not designated by the Clerk and properly trained are not authorized to accept subpoenas for Township records. Subpoenas for records shall be date stamped and logged.

The Clerk will consult with the Personnel Director and Township Attorney regarding any request for medical records. The Clerk will only produce the requested records as provided in this *Employee Handbook*.

The Township may be entitled to recoup reasonable costs incurred in the production of business records in response to a Subpoena. The Clerk will provide a statement

reflecting the assessment of these reasonable costs and require payment at the time subpoenaed records are delivered.

2. **Civil Subpoenas Including Depositions or Notices to Appear.** Upon receipt of a civil subpoena, the Clerk, or other person authorized under this Policy to receive a subpoena, shall date-stamp and log the subpoena.

Upon receipt of a subpoena, the Clerk shall ensure timely delivery of the subpoena to the identified Employee, noting on the log the date and time it was accepted. The receiving Employee will acknowledge receipt by signing and dating the log.

No subpoena for an Employee of the Township as a witness in a civil action should be accepted unless it is accompanied by the required fee for each day the Employee's appearance is required pursuant to the subpoena. A fee is not required for a subpoena served by mail (MCR 2.506(G)).

Employees shall promptly notify their Department Head of receipt of a subpoena. Employees should contact the attorney issuing the subpoena to confirm the date and time of the appearance. The Employee shall comply with all instructions on the subpoena and monitor the status of all required appearances to ensure compliance with the judicial process. In the event an Employee will be unavailable to respond to a subpoena, the Employee shall promptly notify the attorney issuing the subpoena and their Department Head. If an Employee is on leave, or will otherwise be absent from the Township for an extended period of time, and is not available to receive a subpoena during normal working hours, the Clerk, Township Attorney, or an authorized designee will contact the Employee and arrange for delivery of the subpoena and acknowledgement of receipt in compliance with this policy. The Employee will be responsible for contacting the attorney issuing the subpoena if they are unable due to medical or other reasons to appear as directed or produce the requested records.

Employees who are deposed should request a copy of the deposition transcript and provide the copy to the Township Attorney.

3. **On-Call Subpoenas.** Upon receipt of a subpoena, and after contacting the issuing attorney, an Employee may make arrangements with the issuing attorney to be placed in an "on-call" status. The subpoenaed Employee shall promptly notify their Department Head of the subpoena and any on-call status and make arrangements regarding any potential scheduling conflicts, potential overtime compensation, or other follow-up required to coordinate an on-call appearance.
4. **Criminal Subpoenas.** Upon receipt of a criminal subpoena related to department business, the Employee shall promptly notify their Department Head of their appearance and contact the Township Attorney if they have any questions.

B. Employee Responsibilities. Employees will respond appropriately to all subpoenas and other court-ordered appearances. Employees subpoenaed to appear for any Township-related reason, or who are subpoenaed to produce records or evidence, shall:

1. Make arrangements through the Clerk or Township Attorney to obtain any related reports or information.

2. Promptly notify their Department Head of the subpoena and coordinate any scheduled appearances to ensure the efficient use of staffing to minimize the payment of overtime.
3. Promptly transmit any witness fees provided to an on-duty Employee to the Township.
4. Appear in court, or any court-related functions such as depositions) in uniform or business attire.

C. **Testifying Against the Interest of the Oshtemo Charter Township.** Any Employee who has been subpoenaed to testify, has agreed to testify, or who anticipates testifying or providing information on behalf of, or at the request of, any party other than the state or county, or any of their officers, agents, or employees in which those entities or persons are party to the litigation, will promptly notify their Department Head. The Department Head shall notify the Personnel Director and the Township Attorney.

This section requires that the Employee report:

1. That they will provide testimony, or information, for the defense of any criminal trial or proceeding.
2. That they will provide testimony, or information, for the plaintiff in a civil proceeding against any township, county, or Sheriff's Department, or its officers, agents, or employees.
3. That they will provide testimony, or information, on behalf of, or at the request of, any party other than any Oshtemo Charter Township official in any administrative proceeding, including, but not limited to, personnel and/or disciplinary matters.

No Employee will be retaliated against for testifying in any matter.

D. **Receipt and Processing of a Summons.** Upon receipt of a summons and complaint in a matter related to department or Township business, the Employee shall document the date, time, and manner of receipt and promptly notify their Department Head and the Township Attorney.

E. **Subpoenas and Court Appearances Unrelated to Official Township Business.** Employees properly served with valid subpoenas, summons, or notices of deposition for matters unrelated to their Township duties shall comply with the requirements of the subpoena. Employees subpoenaed to testify about non-Township matters shall be permitted to take time off to testify, but are not entitled to receive wages, or other compensation, from the Township for any such appearance or deposition. Employees may use PTO, or Relief Time, for the time they will be away from work, and arrangements for this time off should be coordinated with their Department Head.

SECTION 5- EMPLOYEE GUIDELINES



5.7- ON-THE-JOB ACCIDENTS/INJURIES

Purpose: The purpose of this section is to provide guidance on the reporting on-the-job accidents/injuries to the Township and for receiving treatment/care.

Scope: This policy applies to all individuals covered by the Township’s Workers Compensation insurance.

Effective: 09/28/2022

Revisions History: Formerly Section 6.14 (rev. 06/14/11, 05/05/15, 02/13/18, 01/14/20; eff. 06/08/21)

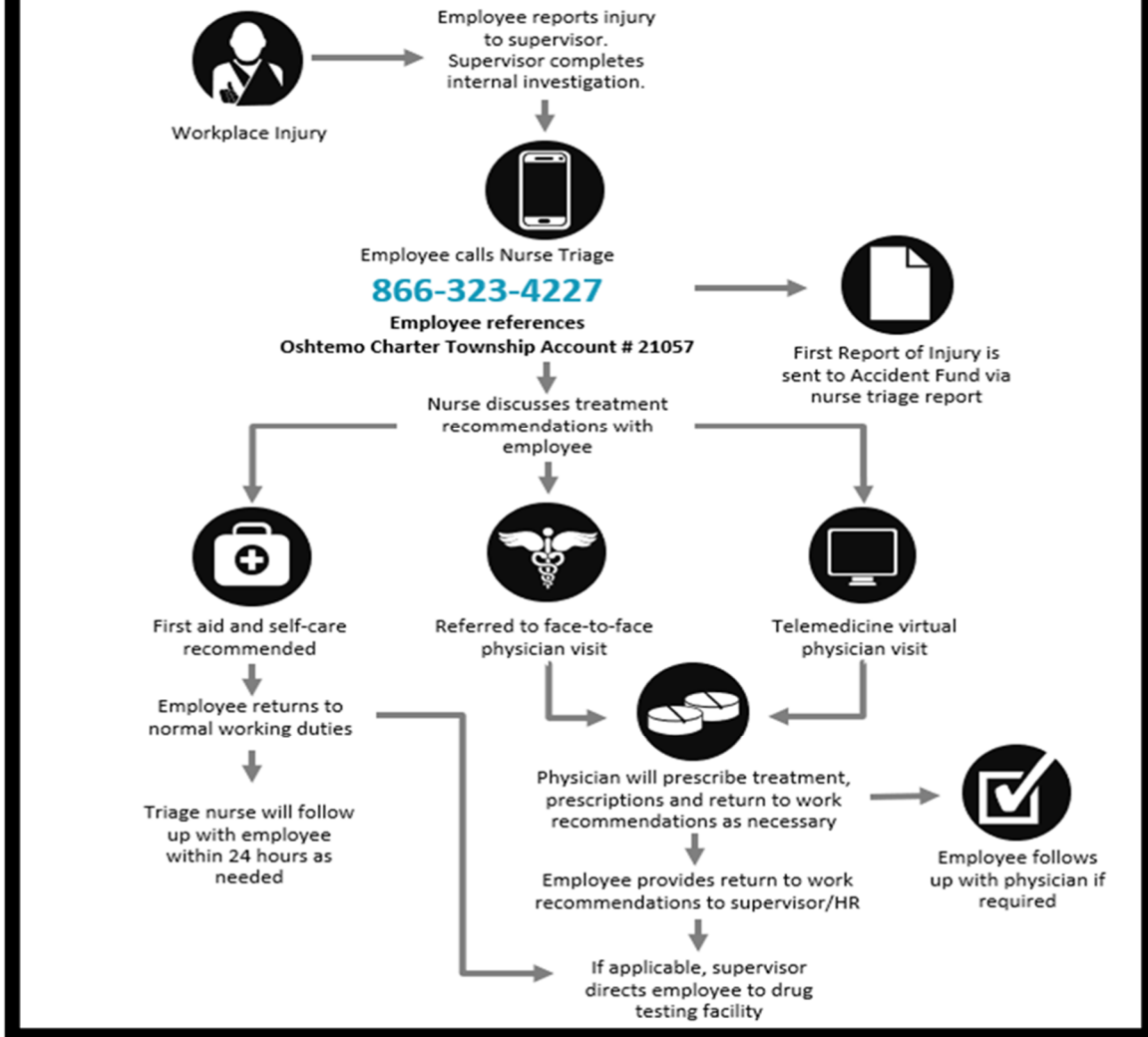
DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Accident/Injury Reporting Procedure.** Employees shall complete a “Work-Related Incident Report” form for all on-the-job accidents and/or injuries regardless of type of injury. The form is available by request from Personnel Director’s office; the completed form shall be submitted to the Personnel Director. The form should be completed as soon as possible after the injury/accident or after receiving treatment.
- B. **Emergency Medical Treatment.** For accidents and/or injuries requiring emergency medical treatment, treatment the injured individual will:
1. **Local Injury.** Seek treatment at Bronson Hospital, the Township’s designated ER facility, 601 John Street, Kalamazoo, Michigan.
 2. **Out of Area Injury.** If the individual is working out of the area, they should go to the nearest ER or immediate care facility.
 3. **Notification of Work-Related Injury.** The individual seeking treatment must notify the hospital ER that this is an on-the-job injury related to their work at Oshtemo Township. For Workers Compensation purposes, an Accident Fund “Case Manager” will be assigned.
- C. **Non-Emergency Medical Treatment.** For accidents and/or injuries requiring non-emergency medical treatment the injured individual will follow the TeleCompCare Workflow:

TeleCompCare® Workflow



The individual seeking treatment will notify the Personnel Director if they have scheduled a non-emergency medical appointment related to an on-the-job injury.

- D. Post-Accident/Injury Drug Testing.** After an on-the-job accident or injury, the Township reserves the right to require reasonable suspicion Drug testing, as set forth in this *Employee Handbook*.

SECTION 5- EMPLOYEE GUIDELINES



5.8- PROHIBITED BEHAVIOR POLICY

Purpose: The purpose of this policy is to protect the health and welfare of all Employees and to comply with state and federal laws (including, but not limited to, the Michigan Clean Indoor Air Act, federal Drug-Free Workplace Act, and the Michigan Elliott Larson Civil Rights Act).

Scope: All Township Employees, Contractors, Applicants, and Volunteers.

Effective: 02/08/2022

Revisions History: 6.15 (eff. /07), 6.16 (eff. 02/28/17), 6.17 (revised 07/09/13), 6.18 (revised 01/12/10, 03/26/19), 6.20 (eff. 03/26/19), and 6.21 (revised 09/23/08, 05/26/09, 04/26/16)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Sexual Harassment- means unwelcome sexual conduct, which may include, but are not limited to, the following: sexual advances or propositions; requests for sexual favors; verbal abuse of a sexual nature, including sexually explicit or degrading references to another person, or similar language; unnecessary touching; the display of sexually suggestive objects or pictures; sexually explicit or offensive jokes; or physical assault.

Discriminatory Harassment- means any unwelcome or unsolicited verbal, physical, or sexual conduct that unreasonably interferes with an Employee’s job performance or creates a hostile, offensive, or abusive working environment. Discriminatory Harassment may include, but is not limited to, the following: disparaging remarks about a person’s race, color, creed, religion, national origin, sex, disability or handicap, age, height, weight, sexual orientation, or gender identity; unwelcome or unsolicited touching or threats of physical harm; and/or the use of degrading words, nicknames, pictures, stories, or jokes.

“***Adversely Affect Work Performance***” and “***Under the Influence***” shall be determined to be present if the Employee is perceptively impaired, has impaired alertness, coordination, reactions, responses, or efforts; if the Employee’s condition threatens the safety of themselves or others; or if the Employee’s condition or behavior presents the appearance of unprofessional or irresponsible conduct detrimental to the public’s perception of the Township as an employer (as determined by the Supervisor, or the Employee’s immediate supervisor, or others observing the Employee). It includes operation of any Township vehicle or equipment at any time, or use of any personal, rental, or other vehicle on Township business. For purposes of this definition, an Employee with a blood alcohol level of .04% alcohol in the blood, by weight, shall be considered sufficient to

establish the Employee is/was “under the influence.” However, an Employee with a blood alcohol content of less than .04% alcohol in the blood, by weight, may be considered “under the influence” if job performance is impacted to any appreciable degree. For purposes of this definition, an Employee with any blood level of THC shall be considered sufficient to establish the Employee is/was “under the influence.” However, an Employee without any THC present in their blood may still be considered “under the influence” if job performance is impacted to any appreciable degree.

“**Controlled Substance(s)**” or “**Drug(s)**” means those substances whose distribution is controlled by regulation or statute, including but not limited to Amphetamines, THC, Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Tobacco (including, but not limited to smoking, chewing, electronic cigarettes, e-pens, e-pipes, e-hookahs, e-cigars, or vapor devices of any kind), Barbiturates, Benzodiazepines, Methaqualone, Methadone, Propoxyphene, and any/all substances applicable. For the purposes of this policy, “Controlled Substances” or “Drugs” do not include medications for which the Employee has a prescription to treat a medical condition as recorded with Human Resources.

“**Reasonable Suspicion Drug Testing**” refers to requests for testing based on the “reasonable suspicion” standard; for a “reasonable suspicion” to exist, there must be a basis for forming a belief that testing is justified based on specific facts and rational inferences drawn from those facts. Reasonable Suspicion Drug Testing may be performed (1) post-accident, and/or (2) when the Township reasonably suspects that the individual: (a) is, or was, under the influence of Drugs; (b) has violated Township’s written work rules prohibiting Drug use; and/or (c) was observed to be acting in an abnormal manner, or exhibiting any of the following (non-exclusive) signs of Intoxication: (1) Odors (smell of alcohol, body odor, or urine); (2) Movements (unsteady, fidgety, dizzy/lack of balance); (3) Eyes (dilated, constricted, or watery eyes; involuntary movements); (4) Face (flushed, sweating, confused, or blank look); (5) Speech (slurred, slow, distracted mid-thought, unable to verbalize thoughts); (6) Emotions (argumentative, agitated, irritable, drowsy); (7) Actions (yawning, twitching); (8) Inactions (sleeping, unconscious, no reaction to questions).

POLICY

A. **Harassment.** It is the policy of Oshtemo Charter Township to provide and maintain a work environment that is free of harassment and discrimination based on race, color, creed, religion, national origin, sex, non-disqualifying disability, age, height, weight, veteran status, marital status, familial status, sexual orientation, or gender identity. It shall be the duty of all Township Employees, Contractors, and Volunteers to promptly report any harassment observed in the workplace to the Personnel Director.

1. **Sexual Harassment.** Sexual harassment is unlawful. It is the policy of Oshtemo Charter Township that any form of sexual harassment of Employees, Contractors, Volunteers, or Applicants for employment is unacceptable conduct and will not be tolerated. No Employee, Contractors, or Volunteers shall:

- a. engage in any sexually harassing conduct;
- b. threaten or insinuate, either explicitly or implicitly, that another Employee’s, Contractor’s, Volunteer’s, or Applicant’s refusal to submit to sexual advances will adversely affect that person’s employment, work status, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development;

- c. create a hostile work environment for any Employee, Contractor, or Volunteer through unwelcome sexual conduct.
2. **Discriminatory Harassment.** All Employees of, as well as all other persons or entities affiliated or connected with (including Contractors and Volunteers), Oshtemo Charter Township, are prohibited from engaging in any behavior that constitutes Discriminatory Harassment.
3. **Reporting Harassment.** Any Employee, Contractor, Volunteer, or Applicant who observes, or feels that they are the victim of, harassment (including, but not limited to any of the conduct listed above), by any supervisor, Elected Official, other Employee, Contractor, Volunteer, customer, client, or any other person in connection with their employment at the Township shall bring the matter to the immediate attention of the Personnel Director. An Employee, Contractor, Volunteer, or Applicant who is uncomfortable for any reason in bringing such a matter to the attention of the Personnel Director, or is not satisfied after bringing the matter to the attention of the Personnel Director, shall report the matter to the Township Attorney or Human Resources. Any questions about this policy or potential harassment should be brought to the attention of one (1) of these individuals.
4. **Investigating Harassment Allegations.** The Township will promptly investigate all allegations of harassment in as confidential a manner as possible. The Township prohibits retaliation against any person who brings a complaint of harassment or who takes part in investigating such a complaint.

Any Employee, Contractor, or Volunteer found to be engaging in harassment is subject to disciplinary action, up to and including termination of employment/affiliation with the Township.

- B. Drug Use Policy.** Oshtemo Charter Township is committed to maintaining a Drug-free workplace. Drug abuse adversely affects any job performance and safety. It is the purpose of this policy to maintain the highest level of integrity for all Employees, Contractors, and Volunteers of the Township. This policy is designed to ensure Employee/Contractor/Volunteer safety, reduce absenteeism and tardiness, improve productivity, and protect the Township's status and reputation.

Consistent with its general policy against discrimination, the Township recognizes that disabled individuals should be protected from discriminatory treatment. Under Michigan law, a disabled person is someone who has a medical or psychological condition which materially impairs a major life activity. However, in accordance with Michigan law, disability does not include any condition resulting from the abuse of Controlled Substances which prevents a person from performing essential functions of the job or which creates a direct threat to property or the safety of individuals.

1. **Reporting for Work.** Employees, Contractors, Applicants and Volunteers are expected and required to report to work on time and in appropriate mental and physical condition. No Employee, Contractor, Applicant, or Volunteer shall:
 - a. Report to work, or perform Township work (including Work From Home), under the influence of Controlled Substances or prescription medications which affect their alertness, coordination, reaction, response, judgment,

decision-making, or safety.

- b. Use, possess, manufacture, distribute, or dispense Drugs while on Township premises, while on Township business off-premises (including Work From Home), while in uniform, in official work clothing, and/or while in an Oshtemo Township vehicle which identifies the individual as an Employee/Contractor/Volunteer of the Township.
- c. Operate, use, or drive any equipment, machinery, or vehicle of the Township.
- d. Operate, use, or drive a personal, rental, or other vehicle on Township business.

Employees, Contractors, Applicants, and/or Volunteers are under an affirmative duty to notify the HR/Benefit Coordinator promptly that they are not in an appropriate mental or physical condition to operate, use, or drive the equipment- whether or not belonging to the Township.

- 2. **Use of Prescription Medications.** An Employee, Contractor, Applicant, or Volunteer whose qualified health care provider has prescribed a Drug or Controlled Substance that might adversely affect his or her ability to perform their assigned work must provide a written statement to the HR/Benefits Coordinator from their healthcare professional stating that the Employee can properly perform their specific job duties.
- 3. **Township Right to Require Drug Testing.** To carry out the Township's commitment to a Drug-free workplace, the Township reserves the right to require that Applicants, Employees, Volunteers, and Contractors submit to drug and/or alcohol testing in accordance with Michigan law.

All Employees, Volunteers, and Contractors may be subject to pre-employment/work as Drug testing a condition of employment. Applicants who have received conditional offers of employment may be required to be Drug tested. If the conditional offer is later withdrawn, the Township will notify the Applicant of the reason.

All Employees, Contractors, and/or Volunteers may be subject to Reasonable Suspicion Drug Testing upon request of the Personnel Director, their immediate supervisor, or at the request of the Employee/Contractor/Volunteer to eliminate any suspicion of Drug use.

- 4. **Performance of Drug Testing.** A test for Controlled Substances may be conducted by analysis of breath, urine, blood, or saliva. An Employee, Contractor, Volunteer, or Applicant has the right to refuse Drug testing. However, a refusal of testing will be treated as a failure to comply with the Township's policy and may result in withdrawal of a job offer, inability to volunteer, or disciplinary action up to and including termination of employment.

To ensure both the accuracy and the fairness of testing, all Drug testing and analyses shall be conducted pursuant to the policies of the Department of State Police as adopted as part of the Michigan Administrative Code, Traffic Safety Division or

Forensic Science Division for Drug testing as currently adopted or as amended.

All costs related to preliminary Drug testing will be paid by the Township as well as re-tests required for inconclusive results; confirmatory re-tests must be paid for by the Applicant, Employee, or Contractor requesting the re-test.

- 5. Right to Results and Confirmation Testing.** The Township will promptly provide Drug test results for any on-site testing performed by the Township. Any Applicant, Employee, or Contractor has the right to request and receive from the Township a copy of the test result report on any Drug test performed off-site upon completion of review and investigation.

Any Applicant, Employee, or Contractor submitting to a Drug test has the right to request an independent confirmatory test by an agency of their own choosing at their own expense. If Applicant, Employee, or Contractor secures an independent test, the Applicant, Employee, or Contractor must provide the Township with a copy with the test results within twenty-four (24) hours of receipt.

- 6. Privacy.** Test results and other information acquired as a result of the testing program are private and confidential information and will not be disclosed by the Township or the testing laboratory to non-management Employees or to third party individuals, government agencies, or private organizations without written consent of the applicant or the Applicant, Employee, Contractor, or Volunteer being tested, or court or similar order.

Evidence of a positive test result on a confirmatory test, however, may be used in an administrative hearing, or a judicial proceeding, provided the information is relevant to the hearing or proceeding. Such evidence may also be disclosed to any federal agency or other unit of the United States government as required under federal law or regulation. Evidence of a positive test result on a confirmatory test may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment.

The Township will provide an Applicant, Employee, or Contractor with access to information in their medical file relating to positive test result reports and other information acquired in the testing process as well as conclusions drawn from, or actions taken based upon, such information.

- 6. Disciplinary Action in Response to a Positive Test Result.** After a test showing Drug levels that would Adversely Affect Work Performance or indicate the Employee, Contractor, Applicant, or Volunteer is Under the Influence of Drugs the Employee or Contractor will be removed from their assignment, not allowed to return to work until they undergo a return to duty Drug test within the limitations of this policy, or a negative test result for any Controlled Substance. Applicants may have their conditional offer withdrawn. Volunteers will not be permitted to perform any tasks on/in Township facilities, or off-site on behalf of the Township.

- 7. Drug Treatment and Counseling.** The Township recognizes that the abuse of Drugs and addiction are treatable illnesses, and that early intervention and support improve the success of rehabilitation. Treatment for Drug use disorders may be covered by the Employee benefit plan, if applicable. However, the ultimate financial responsibility for recommended treatment belongs to the Employee. To

support our Full-Time Employees, eligible Employees have access to an Employee Assistance Program (EAP). Employees with questions about the EAP should contact the HR/Benefit Coordinator.

- C. **Violations of Policy.** The Township reserves the right to exercise its authority to discipline any individual found to be in violation of these policies in accordance with this *Employee Handbook* up to and including the discharge. Violation of this policy may also result in possible criminal consequences.

The Township reserves the right to suspend any Employee or Contractor pending the outcome of the Drug test results, or harassment investigation, if the Township believes it is reasonably necessary to do so to protect the health and safety of its other Township Employees or the public.

SECTION 5- EMPLOYEE GUIDELINES



5.9- RELEASE OF INFORMATION

Purpose: The purpose of this section is to provide guidance for receiving, processing, storing, and releasing Township information in compliance with state and federal laws.

Scope: This policy applies to all Township Employees, Contractors, Limited Term Workers, and Volunteers who have access to Township records or other information.

Effective: 09/28/2022

Revisions History: Formerly Section 6.15 (rev. 06/14/11, 05/05/15, 02/13/18, 01/14/20; eff. 06/08/21)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Confidential Information and/or **Sensitive Information**– means all forms of Township information (e.g., information that is observed, orally delivered, is in electronic, written, or other tangible form) that is not publicly known (including tangible and intangible information). Confidential Information includes, but is not limited to, any confidential information received by the Township from a third party which is (a) received under a non-disclosure agreement, (b) received through confidential information records (e.g., State of Michigan Department of State driving records, medical records, employee information, voter ballot information, etc.), (c) marked/stamped as “Confidential” or “Privileged”, and/or (d) otherwise designated as non-public information.

Employee Information- includes, but is not expressly limited to, the following information: Employee personnel files; Employee/Contractor/Limited Term Worker/Volunteer personal phone numbers, home addresses, personal email addresses, work schedules, personal social media usernames; etc.

Media Information- includes all items covered by the Township’s Media Policy (as may be amended, or updated, from time to time) and an Employee/Contractor/Volunteer/Limited Term Workers’ receipt, processing, or transmission of such information.

Non-Public Township Information- includes, but is not expressly limited to, internal memos; plans to purchase real property; attorney-client privileged information, correspondence, or files; closed session information; etc.

POLICY

- A. **State Record Information.** Township Employees, Contractors, and/or Limited Term Workers may have, in the performance of their duties, an opportunity to access Confidential Information or records of the Michigan Department of State that are only available to the general public on a limited review or purchase basis. Much of the Michigan Department of State information processed by the Township is confidential, and its release is governed by law (e.g., driver record and vehicle ownership information). These laws mandate that personal information will not be disclosed to anyone unless that party is legally entitled to receive the information. Employees and/or Contractors must not access, or release, information contained in the records and files of the Michigan Department of State, including digital images or signatures, except in connection with their duties and only to authorized parties in accordance with Departmental procedures.
- B. **Employee Information.** Anyone receiving a request for Employee Information must advise the person requesting information that they cannot release Employee Information, but may offer to deliver messages to another Employee/Contractor/Limited Term Worker/Volunteer through the Township offices.
- C. **Non-Public Township Information.** Except for such information released as a “protected activity” under state or federal Whistleblower Protections, Non-Public Township Information shall not be released to individuals not employed by, or elected to serve, Oshtemo Charter Township. Non-Public Township Information may, or may not, be stamped, or labeled, as “confidential”, but shall be treated as confidential information and shall be restricted in its dissemination to only those individuals who need to review it to perform Township functions.
- D. **Media Information.** Anyone receiving a request for Media Information will comply with the Township’s Media and/or FOIA Policy.
- E. **Release of HIPAA-Protected Information.** It is the policy of the Township to allow Employees to complete a pre-authorization for the release of their Protected Health Information (PHI) to a family member or other specific individual in the event the Employee becomes injured or ill on-duty.

The Township will ensure emergency procedures are in place to address: (a) the right of Employees to voluntarily complete a pre-authorization for the release of PHI given to EMS personnel to be released to specific individuals; (b) storage and security of completed pre-authorization forms by the HR Benefit Coordinator and/or HIPPA Coordinator; (c) after office hours access to completed HIPPA forms; (d) expiration and renewal requirements for the pre-authorization form; and (e) situations or circumstances in which Employees can expect the Township to release their PHI to the pre-authorized family member or other specific individual.

- F. **Other Request for Township Information and Accidental Release of Information.** The Township may receive other requests for information that are not otherwise covered in this policy, including Freedom of Information Act (FOIA) requests.

Any Employee, Contractor, Volunteer, and/or Limited Term Worker receiving a FOIA request will advise the person requesting information to submit a FOIA request to the Township FOIA Coordinator as provided in the Township’s FOIA Policy.

If any Employee, Contractor, Volunteer, and/or Limited Term Worker is approached to provide, or accidentally releases, information covered by this policy, the Employee, Contractor, Volunteer, and/or Limited Term Worker must refuse to release the requested- in the case of a request for information- and immediately advise their supervisor or Department Head of the request or accidental release of information. Department Heads receiving such information will, when appropriate, elevate such issues to the Township Attorney, Township Clerk, or Township Supervisor.

- G. Whistleblower Protections.** The Township will not retaliate any individual employed by the Township for exercising their rights under the Department of Labor's whistleblower protection laws, the Michigan Whistleblowers' Protection Act, the federal Whistleblowers' Protection Act, or other similar legislation that protects the disclosure of Township records or information as a "protected activity".

SECTION 5- EMPLOYEE GUIDELINES



5.10- LACTATION BREAKS

Purpose: The purpose of this policy is to provide reasonable break time and appropriate facilities to accommodate any Employee desiring to express breast milk for their nursing infant child in compliance with the Fair Labor Standards Act (FLSA) requirements under 29 USC 207r.

Scope: This policy applies to Township Employees from their return to work through one (1) year after the child's birth.

Effective: 09/28/2022

Revisions History: Formerly Section 6.24 (eff. 09/22/2020)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Lactation Break Time.** The Township will provide Employees a rest period each time the Employee has the need to express breast milk.
1. **Reasonable Time for Breaks.** In general, lactation breaks that cumulatively total thirty (30) minutes or less during any four (4) hour work period (or major portions of a four (4) hour work period) are considered reasonable. However, individual circumstances may require more, or less, time.
 2. **Uninterrupted Lactation Breaks.** Once a lactation break has begun, the break should not be interrupted except for emergency or exigent circumstances. All other Employees should avoid interrupting the Employee during a lactation break, except to announce an emergency or other urgent circumstance.
- B. **Private Location.** The Township has designated lactation break rooms to allow Employees to express milk in private. The Township's designated lactation rooms have a lock to allow access only to breast feeding mothers to ensure it is shielded from view and free from intrusion from co-workers and the public in accordance with 29 USC 207r.
1. **Use of Lactation Room.** When using a lactation room, the Employee will indicate that the room is “occupied” using the provided sign.
 2. **Lactation Breaks in the Field.** Lactation breaks for Employees who must perform

work in the field may be taken at the nearest appropriate private area.

- C. **Storage of Expressed Milk.** Any Employee storing expressed milk in any Township refrigerator shall clearly label it as such and shall remove it when the Employee leaves the building for the day, or ends their shift.

SECTION 5- EMPLOYEE GUIDELINES



5.11- RETURN TO WORK

Purpose: The purpose of this policy is to establish the process through which an Employee who has been off work for an extended period of time (or who has missed three (3) consecutive days or three (3) consecutive assigned work shifts), due to an injury or illness, may return to work.

Scope: This policy applies to all Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 6.25 (eff.09/22/20)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

It is the policy of the Township to assist ill or injured Employees, to the extent possible, in returning to work as soon as they are medically able to perform meaningful work for the Township.

- A. **Employee Responsibilities.** It is the Employee’s responsibility to inform the Township of their absence and to promptly advise the Township when the Employee believes that they will be medically released to return to work, with or without restrictions. When possible, the Employee will provide advance notice of their potential return to work. The Employee shall provide written verification of their clearance and any restrictions from a qualified health care professional.

If an Employee has restrictions prescribed by a qualified health care professional, it is the responsibility of the Employee to ensure that they are not performing work that violates any restriction. If the Employee believes they have been requested or directed to perform work that violates the restrictions, the Employee should make a prompt report to Human Resources.

- B. **Township Responsibilities.** The Township will evaluate the Employee’s request to return to work and the written verification from the qualified health care professional, and will consult with Human Resources to determine whether:

- (a) The Employee can return to full duty based on the verification provided by the Employee's qualified health care professional.
- (b) The Employee can return to work to a temporary modified-duty assignment and whether the Department has a need that fits with the Employee's restrictions.
- (c) The Employee should have an additional evaluation to determine their fitness-for-duty/return to work.
- (d) The Employee has reached a permanent and stationary rating and it is necessary to engage in an Interactive Process to determine a reasonable accommodation.
- (e) The Employee needs to attend remedial training to regain efficiency for Township operations.

C. **Return to Work Plan.** After making the return to work determination, Human Resources, in consultation with the Employee's immediate supervisor and/or Department Head, will determine the status of the Employee. Human Resources will communicate with the Employee about the possibility for returning to work, and the plans and/or terms for the Employee to do so.



5.12- TEMPORARY MODIFIED-DUTY ASSIGNMENTS

Purpose: The purpose of this section is to establish procedures for providing temporary modified-duty assignments for Employees who are temporarily unable to perform their regular duties due to a medical condition (including, but not limited to, pregnancy, childbirth, or a related condition; temporary or permanent disability; accident; injury; and/or surgery) in compliance with state and federal laws.

Scope: This policy applies to Employees who are temporarily unable to perform regular duties due to a medical condition.

Effective: 09/28/2022

Revisions History: Formerly Sections 9.19 (eff. 09/20/20)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Interactive Process– means an informal meeting between the Township and Employee designed to identify the precise limitations resulting from an illness, or injury and any potential reasonable accommodations that could overcome those limitations and allow the Employee to return to work, (either in their usual and customary position or some other type of work).

POLICY

- A. **Rights and Benefits of Employees.** Nothing in this policy affects the obligation of the Township to engage in a good faith, Interactive Process to consider reasonable accommodations for any Employee with a temporary or permanent disability that is protected under federal or state law.
- 1. Laws and Agreements.** This policy is not intended to affect the rights or benefits of Employees under federal or state law, Township rules, or a current Collective Bargaining Agreement, if any.
 - 2. Treatment and Involuntary Transfer.** Employees who are temporarily unable to perform regular duties due to a pregnancy, childbirth, or a related medical condition will be treated the same as any other temporarily disabled Employee (42 USC § 2000e(k)). A pregnant Employee shall not be involuntarily transferred to a temporary modified-duty assignment.

3. **Probationary Employees.** Probationary Employees who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to their assignment to temporary modified-duty.
- B. Assignment to Temporary Modified-Duty.** Subject to operational considerations, the Township may identify temporary modified-duty assignments for Employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the Employee to work, while providing the Township with a productive Employee during the temporary period.
1. **Priority for Consideration.** Priority consideration for temporary modified-duty assignments will be given to Employees with work-related injuries or illnesses that are temporary in nature. Employees having disabilities covered under the Americans with Disabilities Act (ADA) and Michigan’s Persons with Disabilities Civil Rights Act shall be treated equally, without regard to any preference for a work-related injury.
 2. **Creation of Positions.** No position in the Township shall be created or maintained as a temporary modified-duty assignment. Temporary modified-duty assignments are based on Township and departmental needs and do not establish an Employee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational needs of the Township. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the Employee’s ability to perform in a modified-duty assignment.
 3. **Recommendations for Available Positions.** Each Department Head will be asked to make recommendations to the Personnel Director regarding temporary modified-duty assignments that may be available based on the needs of the Township and the limitations of the Employee.
 4. **Length of Assignment.** Temporary modified-duty assignments shall generally not exceed a cumulative total of 1,040 hours (90 days) in anyone (1) year period.
- C. Request Procedure.** Employees may request a temporary modified-duty assignment for short-term injuries or illnesses by submitting a “Request for Temporary Modified-Duty” to the Personnel Director.
- D. Township Responsibilities.** When approved for a temporary modified-duty assignment, the Township will provide a written notification of assignments, work schedules, and any restrictions to the Employees and their immediate supervisor(s) and/or Department Head. Those assignments and schedules may be adjusted to accommodate Township operations and the Employee’s medical appointments, as mutually agreed upon with the Personnel Director.
- E. Employee Responsibilities.** Employees assigned to temporary modified-duty shall be responsible for (list is not exclusive) the following:
- (a) Communicating and coordinating any required medical and physical therapy appointments in advance with their immediate supervisor(s).

- (b) Promptly notifying their immediate supervisor(s) of any change in restrictions or limitations after each appointment with their qualified health care professional(s).
- (c) Communicating a status update to their immediate supervisor(s) no less than once every thirty (30) days while assigned to temporary modified-duty.
- (d) Submitting a written status report to the Personnel Director that contains a status update and anticipated date of return to full duty when a temporary modified-duty assignment extends beyond sixty (60) days.
- (e) Maintain all certification, training, and qualifications necessary for their regular and/or temporary duties, provided that the certification, training, or qualifications are not in conflict with any medical limitations or restrictions. Employees who are assigned to temporary modified-duty shall inform their immediate supervisor(s), Department Head, and/or the Personnel Director of any inability to maintain any required certification, training, or qualification.

F. Supervisor Responsibilities. The Employee’s immediate supervisor(s), or Department Head, shall monitor and manage the work schedule of an Employee assigned to temporary modified-duty. The responsibilities of a supervisor, or Department Head, shall (list is not exclusive) the following:

- (a) Periodically apprising the Personnel Director of the status and performance of Employees assigned to temporary modified-duty.
- (b) Notifying the Personnel Director and ensuring that the required documentation facilitating a return to full duty is received from each Employee.
- (c) Ensuring that Employees returning to full duty have completed any required training, certification, or return to work procedures as provided in this *Employee Handbook*.

G. Medical Examinations and Return to Work. Prior to returning to full-duty status, Employees shall be required to comply with the provisions of the “Return to Work” policy in this *Employee Handbook*. The Township may require a fitness-for-duty examination prior to returning an Employee to full-duty status.

SECTION 6- SAFETY PROCEDURES



6.1- TOWNSHIP SAFETY AND SECURITY

Purpose: To ensure Employee safety and wellbeing in Township facilities. The Township encourages Employees to utilize good safety and health practices as dictated by the job, location, and circumstances.

Scope: All Township Employees and Contractors.

Effective: 02/08/2022

Revisions History: formerly 10.8 (eff. 01/22/08) and 10.9 (eff. 01/22/08)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the *Employee Handbook*.

POLICY

- A. **Internal Security.** The following procedures will be used to ensure the internal security of the Township facilities.
- 1. Visitors.** Front desk personnel will advise an Employee that they have a visitor. No one, other than current Township staff, is to enter the Employee area without the Employee they are visiting approving their entry. All visitors should be escorted by an Employee when in the Employee area.
 - 2. Access Codes.** In case of emergency, Sheriff's Department personnel, along with some Fire Department Personnel, have access codes which allow entry to all Township building entrances. The Maintenance Director has an all-access code for emergency, maintenance, and Employee lock-out purposes. The IT Coordinator has access codes to access all Township Employee offices in order to maintain and/service computer equipment.
 - 3. Employee and Contractor Access.** The Maintenance Department is responsible for assigning and programming unique access codes for each Township Employee. Access codes are programmed based on Employee needs (i.e., Employees will not have access to areas not required for performance of their duties). Employees will not share their access code(s) with anyone.

When any Employee, contractor, or other service provider with a key or access code leaves the employment of the Township, the following security measures will be taken:

- a. All building keys issued to the Employee, contractor, or other service provider will be returned to the Township.
- b. The internal access code(s) for the Employee, contractor, or other service provider will be changed.

When deemed necessary for Township security, the following additional security measures will be taken:

- a. All building alarm system codes will be changed.
- b. All door locks will be changed, and new keys issued to key holders.

B. Off-Site Safety. When working off-site (e.g., field work, not in the office, conferences, meetings, seminars, etc.), all Employees:

1. Must call in as soon as possible if an accident or problem occurs.
2. Are encouraged to carry a cell phone at all times while off-site.
3. Are expected to listen to messages, read/respond to emails, and return phone calls as soon as possible.

C. Epidemic/Pandemic Preparedness Plan. The Township will follow the most up-to-date guidance from the Centers for Disease Control (CDC), Michigan Department of Health and Human Services (MDHHS), and Kalamazoo County Health & Community Services (KCHCS) to address any epidemic, pandemic, or emerging health concerns.

D. Michigan Occupational Safety and Health Administration (MIOSHA). The Township follows all MIOSHA rules and regulations. Employees are expected to comply with all Township policies for health and safety. If an Employee feels unsafe, they should report their concerns to the Township Personnel Director and/or file a complaint with MIOSHA.

E. Employee Health and Wellbeing. The Township is committed to ensuring its Employee's wellbeing.

Employees who are physically ill, and may be contagious, should refrain from coming into the Township buildings. Employees may, if capable and desire to, work from home with approval from their immediate supervisor, Department Head or the Personnel Director.

F. Reporting. Employees should report any unsafe conditions, or practices, to their immediate supervisor, Department Head, or the Personnel Director.

SECTION 6- SAFETY PROCEDURES



6.2- SIGN IN RULES OF USAGE

Purpose: The “Sign In” program is used to track Employee locations and ensure an accurate headcount for Employees in case of an emergency.

Scope: All Township Employees will use the electronic “Sign In” program to provide their location during the workday.

Effective: 02/08/2022

Revisions History: formerly section 10.1 (effective 01/22/2008)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the *Employee Handbook*.

POLICY

- A. Start of Shift Sign In Procedures.** Each day when arriving at a Township facility, or logging-in for remote work, each Employee shall open the “Sign In” program, click the “In/Out” box to set their status to “In”, and provide applicable location information in the “Location” drop down and/or “Comments” box (e.g. Specific Field Location, etc.).
- B. Changing Location Procedures.** When leaving their primary work location, Employees will use the electronic “Sign In” program to indicated the location change:
1. If an Employee is leaving their primary work location for lunch or a break, they will click the “In/Out” box, provide a return time, and select a “Location” from the drop-down menu.
 2. If an Employee is leaving their primary work location for another location, they will click the “In/Out” box, provide a return time, and select a “Location” from the drop-down menu, and provide the location in the “Comments” box.
- C. End of Shift Sign Out Procedures.** Before logging-off, or leaving work, at the end of a shift, all Employees shall open the “Sign In” program, click the “In/Out” box to set their status to “Out”, provide a return date and time, and select “Gone for the Day” from the “Location” drop-down menu.
- D. Extended Absence.** If any Employee will be out of the office for an extended period of time (e.g. for PTO, a training, or leave), the Employee should indicate the anticipated return date, location, and provide additional contextual information in the “Comments” box before leaving work on the last day before the extended absence begins.

SECTION 6- SAFETY PROCEDURES



6.3- TOWNSHIP EMERGENCY PROCEDURES

Purpose: These safety procedures were developed for the safety and wellbeing of the Township's Employees and other occupants of Township buildings.

Scope: The safety procedures in this section apply to all Township Employees.

Effective: 02/08/2022

Revisions History: formerly sections 10.0, 10.2, 10.3, 10.4, 10.5 (revised 1/22/2008)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the *Employee Handbook*).

Rally Point(s)- means a designated meeting area for Employees to gather when an evacuation occurs. The following are the Rally Points for Township Facilities:

Township Hall- Maintenance building on the South side of Township Hall.

Fire Station 2- Public Parking area on the East (front) side of the Fire Station.

Grange Hall- Fire Station 3

Fire Station 3- Grange Hall

Community Center- Back parking lot (as far from the building as possible)

Drake Farmstead- Pavilion

Shelter Point(s)- means, for tornado purposes, the following areas for these Township buildings:

Township Hall- Basement (entrance near large meeting room).

Fire Station 2- Laundry Room and/or East-side restrooms.

Grange Hall- Lower Level (near restrooms and maintenance closet).

Community Center- Restrooms.

Drake Farmstead- Carriage Barn restrooms.

POLICY

A. **Emergency Evacuation Procedures.** The following procedures should be used in case of an emergency evacuation of a Township facility:

1. **Fire.** If a fire alarm has been activated, then proceed to the nearest emergency exit.
 - a. If a fire is found and the alarm has not been activated, then find a “pull station”, if safe to do so, activate the fire alarm, and then proceed to the nearest emergency exit.
 - b. If a fire is found and the “pull station” fails to activate the fire alarm, announce the alarm to all occupants, if safe to do so, and proceed to the nearest emergency exit.
2. **Natural Gas Odor/Other Hazardous Materials Incident.** Leave the building immediately, when evacuating:
 - a. DO NOT Activate a fire alarm “pull station”.
 - b. DO NOT Shut any lights off or use any other electronic equipment as it may cause a spark.
3. **Bomb Threat.**
 - a. If the bomb threat is received by phone, the person receiving the call should **record the call if possible.**
 - b. Listen carefully to exactly what is said, pay attention to sounds of more than one (1) person or other identifying noise (i.e., background noise) and write down immediately any information the caller provides (and any descriptive characteristics or identifying noises from the call).
 - c. Ask questions in an effort to find out when the bomb might be activated (e.g., Where is it? Why is this happening?).
 - d. As soon as the call ends, evacuate the building and dial 9-1-1 as soon as possible.

Once outside the building, walk quickly to the Rally Point. Call 9-1-1 to report the emergency. A head count should be taken to ensure that all people in the building have been evacuated and accounted for.

B. **Severe Weather Shelter Procedures.** For severe weather events issued for Kalamazoo County and/or Van Buren County, the following procedures should be used:

1. If a severe weather warning, other than a tornado warning, is issued, an Elected Official will make an announcement to all Employees at Township Hall.
2. If a tornado warning is issued an Elected Official will make an announcement to all Township Hall occupants to proceed to the Shelter Point. An announcement may

not be made for other Township Buildings; occupants should proceed to their Shelter Point when prudent.

3. Once in the Shelter Point, perform a head count to ensure all building occupants are present/accounted for.

C. **Medical Emergencies.** If a medical emergency should occur, dial 9-1-1.

SECTION 6- SAFETY PROCEDURES



6.4- HARASSMENT AND HOSTILE VISITORS

Purpose: To prevent violence, harassment, and discrimination in Township facilities and ensure Employee safety and wellbeing.

Scope: All Township Employees, Contractors, and Volunteers.

Effective: 02/08/2022

Revisions History: formerly sections 6.15 (eff. /07), 6.16 (eff. 02/28/17), 6.17 (revised 07/09/13), 10.6 (eff. 01/22/08)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the *Employee Handbook*.

POLICY

- A. **Harassment.** Any Employee, Contractor, or Volunteer who observes, or feels that they are the victim of, harassment by any supervisor, Township Official, other Employee, customer, client, or any other person in connection with their employment at the Township shall bring the matter to the immediate attention of the Personnel Director. The Township will investigate all allegations of harassment in accordance with the Township's "Prohibited Behavior" Policy in this *Employee Handbook*.
- B. **Hostile Visitor(s).** The following procedures are in place for Employee safety when an individual, or individuals, present a threat to the safety of Employees or other occupants of the Township Facilities.
1. **Active Shooter.** If an active shooter is in the building, utilize "Run, Hide, Fight"* protocols:
 - a. **"Run"**- evacuate the building, or area of danger, and get to safety outside. If Running is not possible, Hide.
 - b. **"Hide"**- find a safe location to conceal yourself from the shooter (if possible, lock yourself in an office and barricade the door). If a safe opportunity presents itself, Run.
 - c. **"Fight"**- arm yourself with the closest potential weapon(s) and defend yourself from the shooter. **Note: this should be a last resort and only if "Run" and/or "Hide" are not options.**

* Not mutually exclusive, take all actions necessary for personal safety.

Get to a place of safety, then dial 9-1-1.

2. **Request for Assistance.** If a visitor makes an Employee uncomfortable, they should ask another Employee for assistance.
3. **Verbally or Physically Hostile Visitors.** If a visitor becomes hostile (begins a verbal confrontation, uses abusive language, and/or makes threats) the Employee should ask a nearby Employee to page “**JAKE at Extension 300**”.

If “**JAKE at Extension 300**” announcement is made:

- a. Any available Fire Department Employee(s) should proceed with caution to the Township office (using the exterior Employee entrance).
- b. Available non- Fire Department Employees should cautiously approach the front desk area and offer assistance if safe and sensible.
- c. Employees should not congregate in the front desk area or crowd the hostile visitor.
- d. Employees should remain calm, utilized the “De-Escalation Tips” sheet, if possible, and attempt to resolve the situation.

If the Employee(s) cannot de-escalate the situation, a physical altercation begins, or the visitor brandishes a weapon:

- a. Call 9-1-1.
- b. If the Employee is unable to get to a phone, or call the police, they should use one of the **police crisis alarms** (located under the front counter, at each of the workstations in the desk office area, and in the center of the dais in the meeting room).

If the emergency situation is gone prior to the police arrival, call and notify the dispatcher so they can notify the responding officer(s) and reevaluate their response.

4. **Trauma Counseling.** Counseling will be made available after any hostile visitor incident.

SECTION 6- SAFETY PROCEDURES



6.5- CONTAGIOUS AND INFECTIOUS DISEASE AND BLOODBORNE PATHOGENS POLICY

Purpose: It is the Township’s goal to limit exposure to individuals with a contagious and infectious diseases and bloodborne pathogens. This policy provides information to improve awareness regarding bloodborne pathogens, contagious and infectious diseases, and how to avoid exposure and transmission to other individuals. The purpose of this section is to provide guidance for individuals who are sick with or have been (or believe they have been) exposed to, an infection that they could easily transmit to others, or who come into contact with the blood or other bodily fluids of another person.

Scope: This policy applies to all Township Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers.

Effective: 09/28/2022

Revisions History:

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Category A Employee(s)- refers to individuals who are in positions within the Township that require them to perform procedures or job-related tasks that will, or may, expose them to Bloodborne Pathogen(s) or Other Potentially Infectious Material(s). All Fire Department, Maintenance Department, Ordinance Enforcement Department Personnel are considered to be Category A Employees for the purpose of this policy.

Category B Employee(s)- refers to individuals who are in positions within the Township whose job functions do not routinely perform tasks (e.g., emergency medical procedures or cleaning/disinfecting of blood or bodily fluids) that will, or may, expose them to Bloodborne Pathogen(s) or Other Potentially Infectious Material(s). Category B Employees are all individuals not in Category A Employees for the purpose of this policy.

Close Contact- means close, or extended, physical proximity to an individual infected, or suspected to be infected, with a Contagious and Infectious Disease. Distance and exposure times may vary by disease, and individuals should refer to MDHHS and/or CDC information to determine applicable guidelines. Close Contacts include: work contacts, members of the public, children, spouses, friends, and/or other family members and are not limited to work exposures.

Bloodborne Pathogen(s)- means pathogenic microorganisms that are present in human blood and can cause disease including (but are not limited to) Hepatitis and human immunodeficiency virus (HIV).

Contagious and Infectious Disease- means a disease or illness (including, but not limited to, the following: Covid-19, flu, measles, tuberculosis, meningitis, whooping cough (pertussis), strep throat) capable of being easily spread from one individual to another. Such disease may be transmitted by (1) contact with an infected individual or infected fluids (e.g., respiratory droplets, saliva, etc.), (2) contact with a contaminated surface or object (e.g., shared drinking glass, shared work surface/keyboard, etc.), or (3) by ingestion of contaminated food or water.

Exposure or Exposure Risk- refers to (1) physical contact (e.g., eye, mouth, mucous membrane, skin) with blood, or Other Potentially Infectious Material(s) in the performance of duties at the Township; or (2) Close Contact without the use of PPE.

Exposure Control- refers to the policies and procedures in place to mitigate and/or prevent Exposure, and to evaluate Exposure Risk treat individual(s), if required, following an Exposure in compliance with MIOSHA requirements and/or applicable state, local, and/or CDC guidelines.

Forced Quarantine/Isolation- means time an Employee is prohibited from entering a Township facility, or performing in-person work, and/or time the Employee is required to isolate due to a Contagious and Infectious Disease per County, State, and/or Federal guidelines or at the direction of the Employee's Qualified Health Care Professional.

High/Very High Exposure Risk- refers to individuals who are in positions within the Township (e.g., Category A Employees) that require frequent, close, and/or prolonged contact with the public, sick individuals, and/or other co-workers (e.g., fire fighters). High/Very High Exposure Risk also applies to individuals who are known to be, or to have had prolonged/close exposed to an individual, ill with infectious or contagious disease (e.g., providing emergency medical services to a contagious patient, having a housemate/child/spouse who is currently ill, or has recently been ill, with a Contagious and Infectious Disease) and who likely poses a substantial transmission risk to others.

Low Exposure Risk- refers to individuals who are in positions within the Township that require minimal contact with the public and/or other co-workers (e.g., individuals who work primarily from home and/or are Category B Employees). Low Exposure Risk also applies to individuals who may have been exposed to a Contagious and Infectious Disease (e.g., in a short outdoor meeting with a sick individual) but who are not thought to pose a significant transmission risk to others.

Medium Exposure Risk- refers to individuals who are in positions within the Township that require frequent contact with the public and/or other co-workers (e.g., customer service employees; those working primarily in the Township offices; or in the field with the public). Medium Exposure Risk also applies to individuals who may have been exposed to a Contagious and Infectious Disease (e.g., Close Contact in an in-person, indoor, meeting with a sick individual) and who may pose a transmission risk to others.

Other Potentially Infectious Material(s)- refers to non-blood bodily fluids (e.g., saliva, seminal or vagina secretions, cerebrospinal fluid, etc.), bodily fluids visibly contaminated with blood, any human tissue/organs (other than intact skin) from a human body or cadaver. These materials may contain pathogens including, but are not limited to, the following: Hepatitis, human immunodeficiency virus (HIV), and Contagious and Infectious Diseases as defined herein.

Personal Protective Equipment (PPE)- refers to specialized clothing, supplies, and equipment worn to protect an individual from exposure to Contagious and Infectious Diseases, Bloodborne Pathogens, and/or Other Potentially Infectious Material(s). Examples include (but are not limited to): gowns/protective disposable suits, face masks, face shields, gloves, shoe covers, Sharps disposal units, respirators, resuscitation bags/pocket masks, turn out gear, and suction units. Standard work clothing (e.g., coveralls, pants, shirts, etc.) which are not intended to provide protection from hazards *are not PPE*.

Regulated Waste- refers to as liquid or semi-liquid blood or Other Potentially Infectious Materials; contaminated items that would release blood or Other Potentially Infectious Materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or Other Potentially Infectious Materials and are capable of releasing these materials during handling; contaminated Sharps; and pathological and microbiological wastes containing blood or Other Potentially Infectious Materials.

Sharps- refers to any infection control sharp objects that may contain human blood and/or Other Potentially Infectious Materials (e.g., needles, syringes with needles, scalpels, blades, scissors, suture equipment, stylets, broken test tubes/glass).

Supplemental Plan(s)- refers to information specific to a particular Contagious and Infectious Disease, pandemic, or emerging health crisis that is provided by the Township to all Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers.

POLICY

- A. **General Guidelines and Information.** In compliance with state law, the Township must provide its Employees with a safe work environment. The Township will comply with all state laws, MIOSHA/MDHHS rules, and (as applicable) CDC guidelines for the prevention, mitigation, and response to Contagious and Infectious Diseases, outbreaks, endemic diseases, an emerging health crisis, and/or pandemics.
- 1. Supplemental Plan(s).** A Supplemental Plan shall be considered to a temporary amendment to this *Employee Handbook*, shall be complied with as if it was written herein, and failure to follows the protocols of such a plan may result in disciplinary action up to, and including, termination.
 - 2. Departmental Procedures.** Departments may, with the approval of the Personnel Director, or as required for specific licensing requirements (e.g., EMS/First Responder) create additional rules and/or procedures for Contagious and Infectious Diseases and/or Bloodborne Pathogen response and Exposure prevention, provided that such rules are at least as strict as the protocols in this *Employee Handbook*, state or local laws, MIOSHA regulations, and applicable CDC guidelines.
 - 3. Safety Coordinator.** The Township has a Safety Coordinator who will provide annual safety trainings, provide safety posters, answer questions about Township safety procedures, and take and investigate complaints.
 - 4. Emergency Declaration.** If state of emergency is declared, or closure notification is made, Employees should stay home and await further instructions. Employees should work from home, if possible, will awaiting information from the Township.

B. Wellness and Prevention Protocols. The following protocols are in place to control, prevent, and/or mitigate the transmission of Contagious and Infectious Diseases to others, and to keep all Township Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers safe and healthy. The Township Safety Coordinator will provide updated materials regarding changes to Township’s wellness protocols as needed in compliance with MIOSHA requirements and/or state or local health department and applicable CDC guidelines.

1. Provision and Use of PPE and Disinfection Supplies. The Township will provide all Township Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers appropriate PPE and disinfection supplies (including hand sanitizers and wipes where handwashing facilities are not readily available) where working conditions indicate their use in compliance with the Michigan Administrative Code, Part 554, as amended. Used PPE must be placed in designated disposal/cleaning receptacles in compliance with departmental procedures. With the exception of face masks/shields used for the prevention of Contagious and Infectious Disease, all PPE should be removed when leaving the work area and/or after contamination (face masks should be worn until they can be removed safely, and hands can be washed with soap and water).

All Township Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers must utilize appropriate PPE. In the event that an individual temporarily and briefly declines to use PPE (where, in the individual’s professional judgement the specific circumstances (a) rendered use of PPE incompatible with delivery of healthcare or public safety services, or (b) would have increased the hazards/impaired the safety of the individual or a coworker) the Township will investigate and document the occurrence to determine if changes can be made to prevent repeated non-use of PPE.

2. General Disinfecting and Transmission Prevention. The Township will maintain its facilities in clean and sanitary condition. Class A Employees will ensure that appropriate decontamination methods are followed in accordance with their regularly established schedule(s) under their departmental procedures. The Township will provide enhanced cleaning and disinfecting when needed to respond to reported, known, or suspected areas of Medium Exposure Risk or above, or when required to respond to an Exposure.

Class A Employees shall follow established departmental procedures and/or standard operative procedures to minimize or eliminate Exposure Risk and will handle the disposal/cleaning of contaminated PPE in accordance with those procedures. All individuals working in Township facilities (including election precincts), must:

- a. Regularly wash their hands using soap and water. All individuals must wash their hands after using a bathroom, and before returning to work; after removing contaminated PPE; and after contact with any Regulated Waste, Sharps, blood, or Other Potentially Infectious Material. If soap and water is not available, use hand sanitizers and/or alcohol wipes, and wash hands with soap and water as soon as possible.
- b. Regularly wipe down shared workspaces/surfaces (including keyboards, mice, phones, work tools, equipment, and other surfaces).

- c. Regularly disinfect high-touch surfaces (e.g., doorknobs, counters, etc.).
- d. Where gloves (and other appropriate PPE) before touching any Regulated Waste, Sharps, blood, or Other Potentially Infectious Material.
- e. Inform the Maintenance Director, Safety Coordination, their Department Head, and/or the Personnel Director if PPE and/or disinfection materials are unavailable or different supplies are needed (e.g., different sizes).

3. Mitigation for Contagious and Infectious Diseases. All individuals working in Township facilities (including election precincts), or when in Close Contact with others, must:

- a. Cover coughs and sneezes (whether working in their own work area, or in contact with others) even if they do not believe they are ill and wash their hands after handling tissues.
- b. Disinfect workspaces (including vehicles) if another individual will use the space after you- particularly if you are coughing, sneezing, or experiencing symptoms of illness, or are a Medium Exposure Risk or above.
- c. Contact the Personnel Director and/or Safety Coordinator if you are Medium Exposure Risk or above and/or are experiencing symptoms of a Contagious and Infectious Disease to determine if you are able to work in person, work only in an isolated area, required to wear PPE, and/or are unable to work.
- d. Use appropriate PPE (as instructed by the Township Safety Coordinator, or as provided by MIOSHA requirements and/or state or local health department and applicable CDC guidelines) appropriate to Exposure Risk.

4. Preventing Transmission of Contagious and Infectious Diseases. To avoid transmitting a Contagious and Infectious Disease to others at the Township, individuals working in-person will:

- a. Report Close Contacts and circumstances which make you believe you are Medium Exposure Risk or above and be prepared to provide information about who you came into contact with, if needed, to the Safety Coordinator.
- b. Obtain clearance from the Safety Coordinator and/or Personnel Director before reporting for in-person work if you are Medium Exposure Risk or above and/or have reason to believe that a Close Contact has a Contagious and Infectious Disease.
- c. Wear a mask if you are Medium Exposure Risk or above when working with others, within a Township facility. Masks may also be required for unvaccinated individuals, regardless of exposure risk.
- d. If you are ill, but able to work (or suspect you may be ill, or believe you are High/Very High Exposure Risk or above), work remotely if possible; if you are unable to work to remotely, take PTO to cover the absence.

- e. Obtain a test, if possible, from a Qualified Health Care Professional to determine if you have a Contagious and Infectious Disease.

The Township strongly recommends that all Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers get vaccinated against Contagious and Infectious Diseases. Immunization may be required for Category A Employees (and Category B Employees in certain circumstances) in order to obtain, or maintain, a position or to work in-person in a Township facility.

5. **Communication of Hazards.** The Township will ensure that all known hazards are communicated to Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers and labeled appropriately.

The following is a non-exclusive list of when Exposure may occur: (1) moving or touching an injured person; (2) encounter/touch with any Regulated Waste, blood, Other Potentially Infected Materials, or Sharps, (3) all medical encounters/emergency medical procedures or treatment (e.g., wound or bleeding control, treatment of burns or trauma, first aid, CPR, bandaging or splinting, etc.); (4) cleaning, disinfecting, handling, or disposing of any Regulated Waste, Sharps, blood, or Other Potentially Infectious Material; (5) Close Contact with a Medium Exposure Risk or higher; and (6) field work/visits in homes, apartments, or other sites of human habitation where there is a risk of contact with blood, Other Potentially Infected Materials, Sharps, human waste, etc.

6. **Mitigation of Exposure to Bloodborne Pathogens and/or Other Potentially Infectious Material(s).** For the purposes of this policy, all blood, Regulated Waste, Sharps, and Other Potentially Infectious Material(s) shall be treated as if they are infectious and/or contain Bloodborne Pathogens. All Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers coming into contact with, or handling any of these items, **must**:

- a. Avoid touching, cleaning, or handling without appropriate PPE. If PPE is not available, do not touch the items and promptly contact the Safety Coordinator and/or Maintenance Director.
- b. Dispose of any Regulated Waste or Sharps in an appropriate container.
- c. Wash their hands (and any skin that came into contact with the blood, Regulated Waste, Sharps, and/or Other Potentially Infectious Material(s) with soap and water as soon as possible; eyes/mouth should be flushed, if needed, after washing hands.
- d. Follow all Exposure Control requirements (including additional departmental procedures and reporting requirements in place) of this policy.

- B. **Exposure Control.** The Township will provide materials, and the Safety Coordinator will provide updated materials (as applicable) regarding changes to Township's protocols as needed. The Township complies with the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094, requirements and/or state or local health department and applicable CDC guidelines for the handling of Exposure to Contagious and Infectious Diseases, Bloodborne Pathogens, and Other Potentially

Infectious Materials. Category A Employees will follow all additional departmental procedures and reporting requirements in place beyond the general information provided in this policy.

1. Airborne/Contact Contagious and Infectious Disease Exposure Control. Individuals who have been diagnosed, or tested positive for, a Contagious and Infectious Disease:

- a. Must promptly report their status to the Personnel Director and provide information about their Close Contacts with others.
- b. Must provide the Personnel Director with information from a Qualified Health Care Professional on any required isolation and/or quarantine restrictions.
- c. May be required to comply with the Township's Return to Work Policy before returning to in person work.

Individuals who believe they have had Close Contact, with a Medium Exposure Risk or higher, while in a Township facility should promptly report the incident to the Safety Coordinator and complete a "Work-Related Incident Report".

2. Bloodborne Pathogen/Other Potentially Infectious Material(s) Exposure Control. The Township complies with the MIOSHA Bloodborne Infections Disease General Industry Safety and Health Standards (Part 554 of the Michigan Administrative Code). All exposures to blood, Other Potentially Infectious Materials, Sharps, or Regulated Waste **must be promptly reported to the Safety Coordinator**. All individuals having a potential Bloodborne Pathogen Exposure must:

- a. Take steps to limit exposure/additional exposure (to yourself and others).
- b. Follow procedures for decontamination (including, but not limited to: removing contaminated PPE, washing hands, flushing eyes/mouth, etc.).
- c. Call, or ask someone else to call, the Nurse Triage number (866-323-4227) for care instructions.
- d. Promptly complete a "Work-Related Incident Report".
- e. Have a post-Exposure evaluation.

The Township will provide required post-Exposure vaccinations, evaluations, and follow-up care to individuals having an Exposure in compliance with Part 554 of the Michigan Administrative Code, as amended.

C. Recordkeeping and Training. The Township will provide all Category A Employees with training on Bloodborne Pathogens at the time of initial assignment to such work. All Category B Employees will receive annual training at no cost, during regular working hours. The Township will maintain all records of trainings, Exposures, medical records for each Category A Employee, and any other individual, requiring a post-Exposure evaluations as required by Part 554 of the Michigan Administrative Code, as amended.

SECTION 7- USE OF TOWNSHIP RESOURCES



7.1- PERSONAL USE OF TOWNSHIP SUPPLIES, LABOR, VEHICLES, AND EQUIPMENT; PERSONAL PROPERTY

Purpose: The purpose of this section is to establish guidelines for personal use of Township supplies, labor, and equipment to avoid misappropriation of public resources and ensure accountability.

Scope: This policy applies to all Township Employees, Contractors, Volunteers, Elected Officials, and Limited Term Workers with access to Township resources.

Effective: 09/28/2022

Revisions History: Formerly Sections 6.5 (eff. 02/13/18), 6.6 (eff. 07/23/02), 6.7 (rev. 12/11/07, 04/08/14; eff. 02/12/19); 6.11 (eff. 07/23/02)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Personal Calls and Emails.** Employees are permitted to make or receive brief personal telephone calls and/or write or respond to personal email. Employees are asked to exercise discretion and keep Incidental Personal Use to a minimum in both frequency and duration.
- B. **Personal Use of Township Equipment, Vehicles, and Labor.** Personal use of Township supplies (e.g., copy paper, mailing supplies, janitorial supplies, etc.), equipment (e.g., copiers, printers, fire/rescue equipment, maintenance tools, etc.), vehicles, and labor (i.e., an Employee’s work time) is prohibited unless authorized by the Township’s Elected Officials, the use is logged, and the Township is reimbursed for the expense.
- C. **Personal Use of Township Computing Resources During Business Hours.** Personal Use of Computing Resources is restricted to an Employee’s authorized breaks and/or lunch time as permitted by the Employee’s Department Head. Incidental Personal Use is permissible during business hours if the use: (a) does not consume more than a trivial amount of resources that could otherwise be used for business purposes, (b) does not interfere with worker productivity, and (c) does not preempt any Township business. Employees are asked to exercise discretion and keep Incidental Personal Use to a minimum in both frequency and duration.

- D. **Personal Use of Township Computing Resources After Business Hours.** Use of the Township's Computing Resources outside of business hours is permissible, so long as the Employee follows all requirements set forth in this *Employee Handbook*.

- E. **Personal Property.** The Township shall not be responsible for personal property of Employees, Contractors, Volunteers, Elected Officials, and/or Limited Term Workers that may become damaged, lost, or stolen when left in Township buildings or vehicles if such property is not necessary for the Employee's, Contractor's, Volunteer's, Elected Officials, and/or Limited Term Worker's work with the Township.

SECTION 7- USE OF TOWNSHIP RESOURCES



7.2- COMPUTING RESOURCES AND SOCIAL MEDIA USE

Purpose: The purpose of this section is to outline the appropriate uses of the Township’s digital systems, expectations of privacy while using Township Computing Resources, and the safety and security requirements for those systems.

Scope: This policy applies to all Employees, Contractors, Limited Term Workers, Elected Officials, and Volunteers with access to Township Computing Resources.

Effective: 09/28/2022

Revisions History: Formerly Appendix G (rev.12/11/07, 10/13/09, 04/08/14 eff. 02/12/19)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Information Systems Hardware and Software Use.** The Township’s Computing Resources must not be used intentionally to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, or other local jurisdiction.
1. **Prohibited Activities.** The following is a non-exclusive list of actions that are prohibited:
 - a. Deliberate propagation of any virus, worm, Trojan horse, trap-door, or any other malicious program code.
 - b. Knowingly disabling or overloading any computer system or network, or circumventing any system intended to protect the privacy or security of another user.
 - c. Downloading entertainment software, games, or playing games against opponents over the Internet during regular business hours.
 - d. Using the Internet to stream video or audio streaming facilities, or downloading large graphics files, unless these transmissions are needed to complete Township work and meet the other provisions of this policy.

- e. Creating, viewing, storing/archiving, editing, recording, or distributing materials that are fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, discriminatory, a violation of civil rights, or are otherwise unlawful or inappropriate using the Township's Computing Resources.

2. **Download Approval.** Any software downloaded using Township Computing Resources must first be approved by the Information Technology Coordinator and becomes the property of the Township.

B. Inspection of Computing Resources. The Township reserves the right to inspect any and all files on Township Computing Resources. Users have no expectation of privacy when using Township Computing Resources. All Township related electronic correspondence may be monitored, accessed, read, disclosed, and/or used by the Township without prior notice to the originators and recipients of such messages. All electronic correspondence on Township accounts may be subject to the Michigan Freedom of Information Act.

C. Township Credentials. Users are responsible for all activities performed with their Township Credentials and must not (a) permit others to perform any activity with their Credentials, and/or (b) perform any activity with Credentials belonging to another User. Users must never type their Credentials at a keyboard or a telephone keypad if others are known to be watching their actions. Users are prohibited from sharing their Credentials with other Users, or third party, for any reason. If any User believes their Credentials have been lost, stolen, or compromised, they should contact the IT Coordinator immediately. Users must not misrepresent, obscure, suppress, or replace their own or another person's identity on any Township electronic communications.

D. Personal Social Media Accounts. Any personal accounts on Social Media should be kept personal and should not imply that any statement or information is sponsored, endorsed, or approved by the Township. When expressing a personal opinion, where it may be unclear if the Employee, Contractor, Limited Term Worker, Elected Official, or Volunteer is speaking for themselves or the Township, it is best to include a statement that says:

“The information I share through this account reflects my own opinion and beliefs and does not reflect the views of Oshtemo Charter Township.”

Users should not:

- (a) Use personal Social Media accounts to speak for the Township unless authorized to do so (see, the Township's Social Media Policy).
- (b) Disclose any Township confidential information or Social Media account Credentials.
- (c) Users must not post to controversial discussion groups on the Internet or to any other controversial online public forums when using their Township Credentials.
- (d) Use Social Media in a way that violates any other Township policies.

- E. **Receipt of Offensive Messages.** If any User receives offensive electronic mail messages, telephone calls, and/or other communications they may ask the originator to cease any and all offensive messages. If the originator does not promptly stop sending offensive messages, the User may terminate the communication and must report the communications to the Personnel Director.

- F. **Violations of Policy.** The Township provides Computing Resources to its Employees, Contractors, Limited Term Workers, Elected Officials, and Volunteers for the performance of their jobs. Any violation of this policy may result in disciplinary action up to, and including, termination.

SECTION 7- USE OF TOWNSHIP RESOURCES



7.3- CELL PHONE USE POLICY

Purpose: The purpose of this section is to establish the policy for the use and provision of cell phones and the payment for their service plans.

Scope: This policy applies to all Township Employees and Elected Officials.

Effective: 09/28/2022

Revisions History: Formerly Appendix G (rev. 10/13/19, 07/28/11, 10/09/12, 10/08/13, 08/09/16; eff. 06/08/21)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Individuals Required to Have Cell Phones.** The Township will provide cell phones and a selected service plan for individuals who the Township Board determines require cell phones at all times to further their official duties (including the Elected Officials and the Full-Time Employees on the Board approved list).
1. **Township Cell Phones With Personal Use.** Township Employees and Elected Officials required to have a cell phone, but who do not use this cell phone for personal use, will not incur any expense. Those Employees and Elected Officials wishing to use the Township cell phone for personal use may do so by paying one-half (1/2) of the per month cost for the service in addition to any other charges not deemed necessary by the Township.
 2. **Township Cell Phones Without Personal Use.** Those Employees and Elected Officials required to have a cell phone at all times, but who wish to maintain their own cell phone service may request reimbursement of up to one-half (1/2) of the cost of the Township’s service plan.
- B. **Periodic Cell Phone Use.** Township Employees and Elected Officials with duties and responsibilities which take them from the Township Offices should have a cell phone available while on Township business. Employees and Elected Officials have the option of using their own cell phone and making that phone number available to the Township, or, in the alternative, securing a cell phone from the front desk by logging one out and returning it upon their return from the field.

SECTION 8- TRAVEL & EXPENSE



8.1- TRAVEL EXPENSES

Purpose: The purpose of this section is to set the reimbursement and travel rules for Township personnel who are traveling on Township business.

Scope: This policy applies to all Township Employees and Elected Officials traveling on Township business.

Effective: 09/28/2022

Revisions History: Formerly Sections 8.1 (rev. 02/28/17; eff. 02/13/18), 8.2 (eff. 02/28/17), 8.3 (rev. 10/13/09; eff. 02/13/18), 8.4 (rev. 10/13/09, 02/28/17; eff. 02/13/18), 8.5 (eff. 07/23/02), 8.6 (rev. 10/13/09; eff. 02/28/17) 8.7 (eff. 07/23/02), 8.8 (eff. 07/23/02).

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Travel Approval.** All travel must have prior approval from an immediate supervisor before the travel occurs.
1. **Reimbursement Limitations.** No Employee or Elected Official shall be reimbursed for travel from their home to their place of regular employment. Receipts (itemized when possible) are required for reimbursement of travel expenses; however, reimbursement may be paid for an Employee who has lost a receipt at the discretion of an Elected Official.
 2. **Reimbursement Rates.** Reimbursement will be in accordance with the IRS General Services Administration rates currently in effect . Reimbursement will be made in accordance with the Township’s Purchasing Policy. Questions should be referred to the Township Clerk.
- B. **Mileage.** Township vehicles should be used for all Township business. If a Township vehicle is unavailable and an Employee or Elected Official is required to use their personal vehicle for Township business, they will be reimbursed at the federal mileage reimbursement rate.
- C. **Lodging.** Employees and Elected Officials will be reimbursed for the actual expenses incurred for lodging while on Township business. If hotel or other lodging is shared with

one (1) or more other person(s) who receive no travel reimbursement (e.g., spouse, child, etc.), reimbursement will be at the single occupancy rate of the hotel or motel, regardless of the number of persons and/or rooms occupied, and the single occupancy rate shall be noted on the receipt.

D. Meals. An expense report and itemized receipts must be filled out to receive reimbursement for meal expenses.

1. Overnight Travel Meals. Breakfast, lunch, and dinner (excluding alcohol beverages) will only be paid for travel associated with overnight stays and reimbursed IRS General Services Administration rate. Snacks and beverages not with a meal are not covered.

2. Local Travel Meals. For travel associated with local, off-site seminars (within seventy-five (75) miles of Oshtemo Charter Township Hall), only lunch will be reimbursed (and only if lunch is not included with the seminar).

E. Gratuities and Other Expenses. Reimbursement for other expenses (e.g., gratuities, parking, baggage handling, tolls, taxies, and public transportation) will be allowed.

1. Gratuities. Reimbursement for gratuities shall not exceed twenty percent (20%) of a valid charge. Receipts are required for any and all expense reimbursements, with the exception of a five dollar (\$5) per day allowance for tipping where a receipt cannot be feasibly obtained (e.g., for baggage handling).

2. Other Expenses. Reimbursement for the use of taxies, ride sharing services, or public transportation shall be limited to trips necessary for the conduct of official Township business. Under no circumstances will expenses of a personal nature be included in a charge against public funds.

F. Compensation for Time Worked Only. Nonexempt Employees will record their time worked (excluding travel to/from home, entertainment, etc.) on their time sheet, and will be compensated for time worked only. The Personnel Director and/or Department Head will review the Employee's timesheet for the Employee's time worked. Overtime compensation will be in accordance with the provisions of this *Employee Handbook*.

G. Expense Reports. Each Employee or Elected Official traveling for Township business shall complete an expense report. Completed expense reports shall be turned in for reimbursement, with all applicable receipts, as required under this policy, to the Township Clerk within three (3) working days of their return to work after the end of travel.

H. Travel Advance. There will be no travel advances provided for Employees or Elected Officials; if required for travel, Employees or Elected Officials may be issued a Township credit card.

I. Reimbursement for Non-Employees. Expenses of spouses of Elected Officials or Employees who attend conferences or conventions (including lodging costs) shall not be paid by public funds.

SECTION 8- TRAVEL & EXPENSE



8.2- CREDIT CARD POLICY

Purpose: The purpose of this section is to establish the rules for issuance and use of Township credit cards.

Scope: This policy applies to all Employees and Elected Officials.

Effective: 09/28/2022

Revisions History: Formerly Appendix E (rev. 03/25/08; eff. 06/24/14)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. Authority to Issue and Revoke Cards.** The Township Treasurer is responsible for issuing, accounting for, monitoring, retrieving, and generally overseeing the Township credit cards. The Treasurer may consult with the Township Supervisor, Clerk, and/or Department Heads, as applicable, to determine who will receive cards, to set appropriate spending limits, etc.
- 1. List of Authorized Users.** The Township Treasurer shall maintain a list of all credit cards owned by the Township, along with the name of the Elected Official or Employee who has been issued the credit card, the credit limit established, any conditions or other limitations for that card, the date issued, and the date returned.
 - 2. Revocation of Cards.** The Treasurer may require the return of a credit card from an Elected Official or Employee for a violation of this policy.
- B. Use and Possession of Township Credit Cards.** Township credit cards may be used by designated Township Elected Officials or Employees subject to the use limitations for each individual. Any use of a Township credit card requires submission/creation of a formal requisition in compliance with the Township’s Purchasing Policy.
- 1. Travel.** Use a Township credit card for travel expenses requires submission of a (digital or paper) copy of the receipt as soon as possible in accordance with the Township Purchasing Policy and this *Employee Handbook*. If no receipt is issued, or the receipt is lost, the Elected Official or Employee must submit a “Lost Receipt Affidavit” and attach it to the purchase order.

2. **Limitations.** The limitation of each individual shall be in writing and shall be reviewed and accepted by the individual prior to the card being released for use.
 3. **Retention of Issued Card.** In order to maintain control of an issued credit card, the Employee or Elected Official must sign a “Credit Card Authorization and Retention” agreement with the Treasurer.
 - a. Elected Officials or Employees who are issued a credit card and sign the agreement are responsible for the credit card’s protection and custody.
 - b. If an Employee or Elected Official does not wish to sign the agreement, the credit card shall remain in the possession of the Township Treasurer until requested by the individual for use. The Treasurer may release the credit card for use, and it shall be promptly returned to the Treasurer after it has been used.
 4. **Lost or Stolen Cards.** If a credit card is lost or stolen, the Township Treasurer shall be notified immediately. The Treasurer will cancel the lost or stolen credit card.
- C. **Return of Issued Cards.** Credit cards issued without a “Credit Card Authorization and Retention” agreement must be returned to the Treasurer promptly after use. Any Elected Official or Employee issued a credit card shall return the credit card to the Township Treasurer office upon termination of their employment or service with the Township.
- D. **Review of Transactions and Unauthorized Purchases.** The Township Clerk shall review each credit card statement as soon as possible to ensure that the transactions comply with the Township’s policies. Any use of a credit card (outside of travel) must have a requisition and/or purchase order before the card is used. Transactions that appear on a credit card statement that were not authorized and/or documented in accordance with the Township Purchasing Policy and/or Travel Policy shall be promptly referred to the Township Treasurer for investigation. Any unauthorized purchases (e.g., denied purchase order, personal charges, no receipt, etc.) will be repaid to the Township by the Employee or Elected Official making the charge at the Clerk or Treasurer’s request.
- E. **Policy Violations.** Failure to comply with the Township’s Purchasing policy, will result in a written reprimand. Repeated violations of this policy will result in a revocation of credit card privileges with notification to the Clerk’s Office and Supervisor’s Office of such revocation. The Supervisor’s Office will determine if the Township Board will be notified of the revocation and the violation, or situation, that caused the revocation. The Township may, at its discretion, take additional disciplinary action and/or pursue legal action when necessary in response to a violation of this policy.

SECTION 8- TRAVEL & EXPENSE



8.3- USE OF TOWNSHIP OR PERSONAL VEHICLES FOR TOWNSHIP BUSINESS

Purpose: The purpose of this section is to establish the guidelines for use of vehicles for Township business.

Scope: This policy applies to all Township Employees and Elected Officials traveling on Township business.

Effective: 09/28/2022

Revisions History: Formerly Appendix F (rev. 10/13/09, 12/13/16, 02/28/17; eff.04/09/19).

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Availability and Use of Township Vehicles.** Township vehicles will be used for Township business including overnight travel for seminars, if available. Township vehicles (with the exception of emergency vehicles) will not be assigned to individuals or departments but will be available to all licensed Township personnel.
1. **Logging Use.** Every Township vehicle (with the exception of emergency vehicles) shall have a written log to track use. All users will log the date of use, starting mileage, ending mileage, and the user’s signature when using a Township vehicle.
 2. **Use Guidelines.** Township vehicles must be left at the appropriate Township location when not in use. Smoking is prohibited in all Township vehicles.
 3. **Service and Maintenance.** The Fire Chief will be responsible for service and maintenance of Fire Department vehicles; the Facilities Director will be responsible for all other Township vehicles.
- B. **Use of Personal Vehicles for Township Business.** If a Township vehicle is unavailable, an Employee or Elected Official may use their personal vehicle for Township business, provided that they carry liability insurance with a minimum \$100,000 Personal Injury and \$300,000 Personal Protection. Employees or Elected Officials using their personal vehicles shall: (a) provide required coverage amounts for all personal vehicles used on Township

business, and (b) provide proof of coverage (declaration page of their policy) at each renewal.

C. Driving Record Requirements. Employees or Elected Officials operating a motor vehicle (whether personal or Township owned) as a normal part of their assigned duties shall have a valid Michigan driver's license with no more than eight (8) points from the Michigan Secretary of State's Office.

1. Pre-hire Review and Notification of Change. Employees hired for a position requiring operation of a motor vehicle shall have their Michigan driving record reviewed prior to hire and may have their driving record reviewed at least once per year. Such individuals shall notify their immediate supervisor (who will notify the Personnel Director) of any and all violations for which the Employee is cited resulting in "points" on their driving record.

2. Accumulation of Points. Employees shall have a notation placed in their personnel file if they incur more than four (4) points, and may be subject to disciplinary action by the Personnel Director.

D. Reporting a Motor Vehicle Incident/Accident. Employees or Elected Officials operating a motor vehicle on Township business who are involved in an incident/accident resulting in damage to a vehicle (whether a Township-owned vehicle or their personal vehicle) shall: (a) promptly report the incident/accident to their immediate supervisor (who shall in turn report to the Personnel Director) and (b) complete the "Vehicle Accident Form" and forward it to the Township Clerk.

SECTION 9- EMPLOYEE BENEFITS



9.1- EMPLOYEE BENEFITS SUMMARY

Purpose: The purpose of this section is to summarize the benefits offered by the Township.

Scope: This policy applies to all Township Employees, Limited Term Workers, and Paid On-Call (*OD-POC & POC*).

Effective: 09/28/2022

Revisions History: Formerly Appendix J (rev. 10/13/09, 03/23/10, 02/14/12, 09/09/14; eff. 04/10/18) and 2.11 (rev. 02/28/17; eff. 02/13/18).

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Benefit Summary.** An Employee Benefits Summary will be provided to Employees annually. The following benefits are generally offered to Township Employees*:

Full-Time (Employees and Elected Officials; 32 hours/week +)	Part-Time (≥20 hours/week)	Part-Time (< 20 hours/ week)	Paid On-Call (<i>OD-POC & POC</i>)	Temporary or Seasonal; Limited Term Workers
Additional Long Term Care Insurance				
AFLAC	AFLAC	AFLAC	AFLAC	
Bereavement Leave	Bereavement Leave			
Defined Contribution 401(a)/Deferred Compensation 457(b) accounts	Defined Contribution 401(a)/Deferred Compensation 457(b) accounts	Defined Contribution 401(a)/Deferred Compensation 457(b) accounts	Defined Contribution 401(a)/Deferred Compensation 457(b) accounts	
Donated Leave (after 6 months)	Donated Leave (after 6 months)		Donated Leave (after 6 months)*	
Employer Paid Life Insurance			Employer Paid Life Insurance	
Educational and Professional Development*	Educational and Professional Development*	Educational and Professional Development*	Educational and Professional Development*	Educational and Professional Development*

Disability Income Insurance				
Federal Family and Medical Leave (FMLA)*	Federal Family and Medical Leave (FMLA)*		Federal Family and Medical Leave (FMLA)*	
Flexible Spending Account				
Health Reimbursement Arrangement				
Holiday Pay	Holiday Pay*			
Jury Duty/Court Appearance Pay	Jury Duty/Court Appearance Pay*	Jury Duty/Court Appearance Pay*	Jury Duty/Court Appearance Pay*	Jury Duty/Court Appearance Pay*
Long Term Care Insurance				
Medical, Dental, Vision Insurance				
Membership & Publication Fees*	Membership & Publication Fees*	Membership & Publication Fees*	Membership & Publication Fees*	Membership & Publication Fees*
Military Leave				
Paid Time Off (PTO)	Paid Time Off (PTO)		Paid Time Off (PTO)*	
Parental Leave*				
Retiree Health Care Defined Contribution Plan				
Unpaid Leave of Absence*	Unpaid Leave of Absence*	Unpaid Leave of Absence*	Unpaid Leave of Absence*	
Volunteer Fire Insurance Services (VFIS)*			Volunteer Fire Insurance Services (VFIS)	
Voluntary Life Insurance	Voluntary Life Insurance	Voluntary Life Insurance	Voluntary Life Insurance	
Workers Compensation Insurance	Workers Compensation Insurance	Workers Compensation Insurance	Workers Compensation Insurance	Workers Compensation Insurance

*Additional restrictions apply, see the relevant section of this *Employee Handbook*, or contact the Personnel Director, for information.

B. Employee Notification Requirements.

1. Benefit Changes. Employees should promptly notify the Personnel Director of any changes in their, or their Dependent’s, status that requires a change to their Township insurance benefits outside of the annual open-enrollment period. Employees must notify the Personnel Director of any Qualifying Life Events within thirty (30) calendar days after such event(s) occurs.

2. Personal Information Changes. Employee should update their address, telephone number, and the address and telephone number of a person to notify in case of an emergency with the Personnel Director.

SECTION 9- EMPLOYEE BENEFITS



9.2- PAID TIME OFF (PTO)

Purpose: The purpose of this section is to provide Employees information on PTO eligibility, accrual terms, and use criteria.

Scope: This policy applies to Full-Time, Part-Time (≥ 20 hours/week), and eligible POC/OD-POC Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Appendix B (rev. 01/01/08, 03/25/08, 10/13/09, 04/10/12, 10/08/13, 06/24/14, 06/26/18, 01/29/19, 03/26/19; eff. 11/24/20)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Cap- means the maximum amount of PTO an Employee can keep in their PTO bank. The Cap is one hundred and fifty percent (150%) of the Employee’s Length of Service PTO level. Once the Cap is reached, an Employee will not accrue additional PTO time until their PTO balance is below the Cap (e.g., an Employee with one (1) year Length of Service will stop accruing PTO when they reach two hundred and fifty-two (252) hours thirty-one point five (31.5) days of banked PTO).

POLICY

- A. **Eligible Employees.** Full-Time and Part-Time Employees working a minimum of twenty (20) hours a week (and POC/OD-POC who worked, on average, twenty-five (25) hours or more during the immediately preceding calendar year) will accrue paid time off (PTO) in accordance with this policy. Temporary Employees, Seasonal Employees, Contractors, Limited Term Workers, and Volunteers are not eligible for PTO benefits. Elected Officials who track and record their time in accordance with this policy will be treated like Full-Time Employees for the purposes of this policy.
- B. **PTO Scheduling, Approval, and Recording Requirements.** Department Heads must ensure appropriate coverage for their department when reviewing and approving PTO requests. When coverage conflicts occur, Employees with a greater Length of Service will be given preference for requested PTO vacation dates.
1. **PTO Approval.** Department Heads are responsible for approving Employee PTO requests. Employees must submit written requests for PTO for vacation, and other non-emergency situations, to their Department Head in advance for approval. All

other PTO uses must be promptly reported to the Employee’s Department Head. Department Heads are responsible for managing their own PTO time.

2. Recording Use of and Payment for PTO. Employees are responsible for recording all uses of PTO on their timesheet using the “PTO” line item. PTO will be paid at the Employee’s current regular rate of pay as submitted on the Employee’s biweekly timesheet. Employees must enter PTO time taken for vacation purposes on the staff calendar.

C. PTO Accrual. Upon hire, Employees will receive their initial PTO allocation as laid out in the table below. Days/hours of PTO will be granted based on Length of Service. PTO will run from calendar year to calendar year. At an Employee’s anniversary date, the increase in PTO earned will be prorated for the balance of the year. Employees moving to a higher/lower accrual rate during a calendar year will have their accrual re-calculated when the change to their hour occurs, and the HR/Benefit Coordinator will inform the Employee of their new PTO balance related to their rate change. PTO shall accrue in the following manner:

Length of Service	Full-Time (40 Hour) Rate ²	Full-Time (32 Hour) Rate ²	Part-Time (20 Hour) Rate ²	24 Hour Shift (Fire) Rate
0-6 months ¹	5 days/40 hours	32 hours	20 hours	88 hours
6 months – 1 year	9 days/72 hours	57.6 hours	36 hours	96 hours
1-5 years	21 days/168 hours	134.4 hours	84 hours	264 hours
accrual rate ³	6.46 hours/pay period	5.168 hours/pay period	3.23 hours/pay period	10.15 hours/pay period
Cap ³	31.5 days/ 252 hours	25.2 days/ 201.6 hours	15.75 days/ 126 hours	16.5 days/ 396 hours
5-15 years	27 days/216 hours	172.8 hours	108 hours	336 hours
accrual rate ³	8.31 hours/pay period	6.648 hours/pay period	4.155 hours/pay period	12.92 hours/pay period
Cap ³	40.5 days/ 324 hours	32.4 days /259.2 hours	20.25 days/ 162 hours	21 days/ 504 hours
15 years +	32 days/256 hours	204.8 hours	128 hours	408 hours
accrual rate ³	9.85 hours/pay period	7.88 hours/pay period	4.925 hours/pay period	15.69 hours/pay period
Cap ³	48 days/ 384 hours	38.4 days/ 307.2 hours	24 days/ 192 hours	25.5 days/ 612 hours

¹ PTO is available for use, but there will be no PTO payout of these hours until the Employee remains employed by the Township for at least thirty (30) days.

² Employees working less than forty (40) hours per week but more than twenty (20) hours per week, not listed in the table, will receive PTO calculated as a percentage of the Full-Time (40 hour/week) PTO accrual rate.

³ Beginning January 1, 2023. The number of days allocated is calculated for either a 24-hour or 8-hour shift.

D. Use of PTO. Employees are eligible to take PTO time when it is earned but not before. If time off is needed/wanted, and the Employee has no PTO in their bank, the time off, if approved, will be taken without pay.

1. Mandatory Use. Each Employee shall take the equivalent number of days equal to their normal work week off each calendar year in consecutive succession as part of the Employee’s PTO time.

2. **Unscheduled PTO.** When taking unscheduled PTO for illness or injury, Employees will make every attempt to notify their immediate supervisor within one (1) hour of their regular starting time, or as soon as possible. Excessive use of unscheduled PTO, or failure to provide notice, may subject the Employee to discipline.

E. **Restrictions.** Total PTO at the beginning of any year cannot exceed 1½ (one and one-half) times the annual allotted time (i.e., 50% of total days/hours granted can be carried over into the next year). Beginning January 1, 2023, PTO will not accrue above the Cap; Employees will be able to carry-over an amount equal to their Cap based on their Length of Service.

SECTION 9- EMPLOYEE BENEFITS



9.3- PTO DONATION POLICY

Purpose: The purpose of this section is to establish a policy for Employees to donate PTO for use by other Employees and to establish the rules for use of donated PTO time, in compliance with IRS guidance, and Employee use of donated PTO time for the Employee’s own medical event that requires additional time off in excess of their available PTO.

Scope: This policy applies to Full-Time, Part-Time (≥ 20 hours/week), and PTO eligible POC/OD-POC Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Appendix I (eff. 04/10/18)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Medical Emergency means a major illness or other medical condition that requires an Employee’s prolonged/extended absence from work (including intermittent absences that are related to the same illness or condition).

POLICY

- A. **Voluntary Donation of PTO.** The Township recognizes that PTO eligible Employees may have a medical event that requires additional time off in excess of their available PTO. Accordingly, all PTO eligible Employees have the option to donate their unused PTO to their co-workers in need. PTO donation is strictly voluntary.
- B. **Eligibility.** Full-Time, Part-Time (≥ 20 hours/week), and PTO eligible POC/OD-POC Township Employees may donate PTO, or request the use of donated PTO, in accordance with this policy. In order to donate and/or receive donated PTO, the individual must have been employed by the Township for a minimum of six (6) months prior to the donation or request for donated PTO. Employees who would like to make a request to receive donated PTO must have a Medical Emergency and have exhausted their own PTO.
- C. **Donation of PTO Hours.** Eligible Employees may donate PTO at any time by submitting a “PTO Donation Authorization” form to the Personnel Director.

1. **Donation Pool.** Donated PTO will be placed into a pool for use by eligible Employees. The recipient's identity will not be disclosed to donating Employees. Donated PTO is on a strict by-the-hour basis without regard to the dollar value of the donated, or used, PTO.
2. **Donation Restrictions.** Employees who are currently on an approved leave of absence cannot donate PTO. Employees cannot borrow against future PTO to make a donation. Employees may donate a *maximum* of forty (40) PTO hours per calendar year (unless the Employee is donating PTO hours they would lose at year end) and a *minimum* of four (4) hours. The total PTO donation bank will be capped at fifteen hundred (1,500) hours; donations will not be accepted when the bank is full.

D. Use of Donated PTO. Donated PTO hours may be used as follows:

1. **Full-Time Employee Use.** Full-Time Employees may use donated PTO hours to make up for a shortfall between the Employee's available PTO time and the time required to qualify for Short Term Disability for a Medical Emergency. Once approved for Short Term Disability, donated PTO hours can be used to "supplement" Short Term Disability.
2. **Part-Time Employee Use.** Part-Time Employees may use donated PTO hours to provide wages if the Employee has depleted their own PTO bank for a Medical Emergency. Use of donated PTO hours for wage replacement cannot exceed the Part-Time Employee's normal hours per work week.
3. **POC/OD-POC Use.** Eligible POC/OD-POC may use donated PTO hours to provide wages if the Employee has depleted their own PTO bank for a Medical Emergency. Use of donated PTO hours for wage replacement cannot exceed the number of hours the POC/OD-POC Employee was scheduled for, and will miss, due to the Medical Emergency.

E. Request for Donated PTO Hours. Employees requesting Donated PTO hours must have a Medical Emergency to request donated PTO hours and submit a completed "PTO Donation Request" form to the Personnel Director. PTO donation requests will be distributed to the Employee as designated and approved on the "PTO Donation Request" form.

1. **Approval Procedure.** Requests must be approved by the Employee's Department Head and the Personnel Director. If insufficient hours are available when multiple requests are received for donated PTO hours, the Personnel Director will make the final decision as to how the available time is disbursed to requesting Employees.
2. **Restrictions.** Requesting Employees must use any available (banked) PTO before using donated PTO hours. Donated PTO may only be used for the approved request. Employees may not receive more than four hundred and eighty (480) hours/twelve (12) weeks of donated PTO within a rolling 12-month period starting from the approval of the Employee's request for a Medical Emergency.

SECTION 9- EMPLOYEE BENEFITS



9.4- INSURANCE

Purpose: The purpose of this section is to provide Township Employees with information on the types of insurance offered by the Township, the cost of coverage, and eligibility.

Scope: This policy applies to Township Employees and eligible Elected Officials. Eligibility for insurance varies.

Effective: 09/28/2022

Revisions History: Formerly Sections 9.4 (rev. 10/13/19, 02/14/12; eff. 12/11/12), 9.5 (rev. 04/09/13; eff. 05/05/15), and 9.9 (eff. 02/13/18).

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Insurance Offered.** The Township offers in accordance with the Township’s Ordinance No. 643, as amended, and pursuant to the contract(s) between the Township and any insurance or benefits administration utilized by the Township the following types of insurance to eligible Employees and Elected Officials:

Insurance Benefit	Township Pays ¹	Employee Pays ²	Election
Additional Long Term Care Insurance	0%	100%	Voluntary
Aflac (Optional)	0%	100%	Voluntary
Dental Insurance	80%	20%	Voluntary
Flexible Spending Arrangement (Dependent and Medical)	0%	100%	Voluntary
Health Reimbursement Arrangement	100%	0%	Auto-Enrollment (with Medical)
Life & Dismemberment Insurance	100%	0%	Auto-Enrollment
Long Term Care (Base Plan)	100%	0%	Auto-Enrollment
Long-Term Disability	100%		Auto-Enrollment
Medical (Single/ Spouse/ Family/ Spousal Medicare Premium) Insurance ³	80%	20%	Voluntary

Short-Term Disability	100%		Auto-Enrollment
Vision Insurance	80%	20%	Voluntary
Volunteer Fire Insurance Services (VFIS)	100%	0%	Auto-Enrollment
Voluntary Life (Optional)	0%	100%	Voluntary
Workers Compensation	100%	0%	Auto-Enrollment

¹ Employee premiums shall be determined by the Township Board which shall set the respective share which the Township will contribute to the premiums for eligible Employees and Elected Officials.

² Employees electing coverage through the Township insurance plans will be responsible for the Employee’s share for such elections, which will be deducted from the Employee’s paycheck at the current annual rate (established at open enrollment).

³ Elected Officials who are not Full Time Employees (i.e. Trustees) may elect medical insurance though the Township, but must pay 100% of the premiums.

Additional information about Employee insurance benefits is available in the Employee Benefit Guide provided annually by the Township.

B. Medical Insurance Plan. The Township provides Full-Time Employees and eligible Elected Officials (and their Dependents) medical, dental, and vision insurance benefits.

1. **Health Insurance Coverage.** Eligible individuals may elect medical, dental, and/or vision coverage for themselves, and/or their Dependents after thirty (30) days of continuous employment with the Township. Eligible Employees who opt-out of the medical insurance coverage provided by the Township will be entitled to a payment in an amount annually established by the Township Board.
2. **Health Reimbursement Arrangement.** The health reimbursement arrangement is a Township funded group health plan from which eligible Employees and Elected Officials may be reimbursed (tax-free) for qualified medical expenses up to a fixed dollar amount per year. Unused amounts from one year may be rolled over to subsequent years. All Employees electing medical coverage through the Township plan will be automatically enrolled in the health reimbursement arrangement plan.
3. **COBRA.** The Township will provide all required COBRA notices to eligible Employees, Elected Officials, and their Dependents. Those individuals with a Qualifying Life Event will be provided the opportunity to elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) at their own expense. Employees and Elected Officials are required to notify the Personnel Director of a Qualifying Life Event that triggers COBRA eligibility.

C. Disability Income Insurance. The Township provides eligible Employees and Elected Officials with disability income insurance including:

1. **Short-Term Disability.** Full-Time Employees are eligible for coverage under the Township’s short-term disability plan after thirty (30) days of continuous employment with the Township. Pay will be allowed (as set forth under the Township’s current Disability Income Insurance Plan) for up to thirteen (13) weeks for a qualifying disability or illness. While on short-term disability, all benefits normally paid by the Township will continue. The Employee will continue to be responsible for paying their portion of any benefits they receive for which the Employee is normally responsible through a payroll deduction.

2. **Long-Term Disability.** Full-Time Employees and eligible Elected Officials will qualify for coverage under the Township’s long-term disability plan after thirty (30) days of continuous employment with the Township. Pay will be allowed (as set forth under the Township’s current Disability Income Insurance Plan) commencing in week fourteen (14) of a qualifying disability or illness. If an Employee’s or eligible Elected Official’s qualified health care professional has indicated they will be able to return to work as provided in the “Return to Work” Section of this *Employee Handbook*, all benefits paid by the Township will continue.

3. **Permanent Long-Term Disability, or Extended Long-Term Disability.** Due to limited staff, and the need to carry out necessary governmental functions, keeping a position open for an indefinite period would cause an undue burden on the Township. Therefore, an Employee remaining on disability beyond twenty-six (26) weeks will be terminated, unless they contact the Township and are able to provide a plan which will allow them to return to work. A return to work plan may include a reasonable accommodation necessary to allow the Employee to perform their necessary job functions, as discussed in this *Employee Handbook*. If an Employee is determined by the Township’s disability provider to be qualified and accepted for permanent long-term disability, the Township will no longer pay for any benefits. Health insurance can be continued under COBRA for eighteen (18) months at the Employee’s expense.

Employee short-term and long-term disability shall be coordinated with the FMLA leave provisions of this *Employee Handbook*.

- C. **Life Insurance.** The Township provides eligible Elected Officials, Full-Time Employees, and POC/OD-POC with life and dismemberment insurance at no cost.
 1. **Township Provided Life Insurance.** The Township provided life and dismemberment insurance after thirty (30) days of continuous employment with the Township. Coverage is for eligible Employees only. The amount of coverage provided shall be determined by the Township Board. Employees may elect additional life insurance coverage at their own expense.
 2. **Voluntary Life Insurance.** Employees may elect additional life insurance coverage at a premium cost for themselves, their spouse, and/or dependents.

- D. **Fire Fighter Volunteer Fire Insurance Services (VFIS).** The Township provides all Full-Time, Part-Time, and POC/OD-POC firefighters VFIS insurance at no cost. Eligible Employees will be auto enrolled in the plan on hire. Plan details can be obtained from the Personnel Director.

- E. **Long Term Care Insurance.** The Township provides long term care insurance (base plan) to eligible Employees (at no cost) and eligible Elected Officials (at their own cost).
 1. **Township Provided Long Term Care Insurance.** The Township provides base plan long term care insurance for eligible Employees and Elected Officials only (no Dependent coverage). Plan details can be obtained from the Personnel Director. Upon termination of employment with the Township, individuals may continue their long-term care insurance at their own expense.

2. **Additional Long Term Care Insurance.** Eligible Employees and Elected Officials may elect additional long term care insurance beyond the Township provided base plan at their own expense.
- F. **Other Voluntary Elections.** The Township provides eligible Employees and Elected Officials additional insurance fringe benefits as provided below:
1. **Aflac.** Aflac plans provide insurance coverage in addition to the coverage provided by the Township's other insurance plans. Eligible Elected Officials and Employees (Full-Time, Part-Time, and POC/OD-POC) may elect Aflac supplemental insurance at their own expense.
 2. **Flexible Spending Account (FSA).** Full-Time Employees are eligible for enrollment in a flexible spending account. A flexible spending account allows eligible Employees to pay for out-of-pocket medical expenses (e.g., copayments, deductibles, qualified prescription drugs, etc.) with pre-tax dollars. Contribution limits and roll-over for unused funds at the end of the year will be established by the Township Board (in accordance with federal law) and provided to Employees.
- G. **Workers Compensation Insurance.** All Employees are covered by workers compensation for disability or death that results from an accidental injury or occupational disease suffered in the course of employment. All injuries, even minor ones, must be reported immediately to the Employee's immediate supervisor, and all Employees must complete a "Work-Related Incident Report" form.
- H. **Opt-Out.** Notice that an eligible Elected Official or Employee will opt-out of insurance, or coverage, provided by the Township must be in writing and delivered to the Personnel Director. Opt-out notifications given before coverage begins will result in non-coverage under the plan(s); notice given after coverage has begun under the plan(s) will be subject to the termination procedures of the plan(s).

SECTION 9- EMPLOYEE BENEFITS



9.5- RETIREMENT PLANS

Purpose: The purpose of this section is to provide information regarding the Township’s Defined Contribution and Deferred Compensation Plans and the Retiree Health Savings Account.

Scope: This policy applies to eligible Township Employees and Elected Officials.

Effective: 09/28/2022

Revisions History: Formerly Sections 9.6 (eff. 02/28/17) and 9.12 (rev. 05/05/12; eff. 05/05/15)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. Defined Contribution (401(a)) and Deferred Compensation Plans (457(b)).** The Township has established, and maintains, a defined contribution plan (401(a)) and deferred compensation plan (457(b)) for eligible Township Employees and Elected Officials in accordance with the Township’s Employee Benefits Ordinance No. 407, as amended. Employees eligible for, and who elected, retiree health benefits prior to November 21, 2012 are not eligible for participation in the defined contribution plan. The Township’s eligible Elected Officials and Employees, as provided in the Ordinance, may participate in, and contribute to, the Township’s 401(a)/457(b) plans. The Township Board will make an annual contribution the defined contribution plan. Eligible Employees have vesting privileges as provided in the respective plans. Plan information may be obtained from the Personnel Director.
- B. Retiree Health Care Defined Contribution Plan.** The Township has established, and maintains, a retiree health care defined contribution plan for eligible Township Employees and Elected Officials in accordance with the Township’s Ordinance No. 407, as amended. The Township Board will determine the annual contribution rate to the plan. Plan information may be obtained from the Personnel Director.

SECTION 9- EMPLOYEE BENEFITS



9.6- EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

Purpose: The Township recognizes that Employees and the Township may benefit from additional education and/or attendance at conferences, meetings, workshops, and seminars. To encourage Employee education and professional development the Township has established this policy for payment, or reimbursement, of educational and/or professional expenses.

Scope: This policy applies to all Employees and Full-Time Elected Officials.

Effective: 09/28/2022

Revisions History: Formerly Sections 9.13 (rev. 09/23/08, 02/28/17; eff. 02/13/18), 9.14 (rev. 02/28/17, 02/13/18; eff. 10/09/18).

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **All Reimbursements are at the Township’s Discretion.** In reviewing any requests submitted under this policy, the Township shall have complete and total discretion to grant or deny an Employee’s education reimbursement and/or professional development request in whole or in part. By establishing these policies, the Township is not promising to grant any Employee request for educational or professional development.
- B. **Publications and Memberships.** Employees, may request, and an Elected Official may approve, professional memberships and/or publications which will contribute to the Employee’s professional development, and if approve, the costs will be paid in full by the Township. Employees may join an Oshtemo community service organization as a volunteer, and the Township may approve reimbursement for the Employee up to one-half (½) of the cost of the membership for joining such an organization.
- C. **Education Reimbursement.** The Township may reimburse an Employee, in whole or in part, for the tuition expenses of degree classes/courses taken at an accredited institution of higher learning.
 1. **Request Procedure.** The Employee must submit a signed “Education Participation and Reimbursement Request” form to the Employee’s Department Head (or in the case of a Department Head, to the Personnel Director) for approval prior to

enrollment. If approved, the Department Head will submit the request to the Personnel Director and include reimbursement for the class/course in the next year's budget. Upon successful completion of the course(s) the Employee must submit documentation of successful completion and a completed "Request for Reimbursement" form to the Personnel Director to obtain reimbursement.

2. **Terms.** By submitting an "Education Participation and Reimbursement Request", the Employee understands, and agrees, that:
 - a. reimbursement is contingent on the successful completion of the class/course, with a grade of "B-" or better,
 - b. proof of successful completion must be timely submitted to the Personnel Director,
 - c. no reimbursement will be made for repeated courses,
 - d. Employees must remain employed with the Township for one (1) year following successful completion of the class/course to be eligible for reimbursement,
 - e. reimbursement is for tuition only; books, materials, and any other related expenses will be the responsibility of the Employee, and
 - f. reimbursement per class/course related to the Employee's position will be made one (1) year after successful completion and submission of the required forms and documentation.
3. **Voluntary Participation.** No classes or courses covered by this policy are requested, or required, by the Township and the Employee's pursuit of continued education is strictly voluntary.

D. Professional Development. The Township may reimburse Employees, in whole or in part, for the expenses of professional development where an Employee requests permission to attend a conference, workshop, seminar, or meeting in the Employee's field.

1. **Request Procedure.** The Employee must complete and sign a, "Conference/Seminar Attendance Request" form and create a purchase order requisition prior to registration. The Employee's Department Head (or the Personnel Director) will review the request and their budget. If approved, the Employee request will be issued a purchase order number; once received, the Employee can register.
2. **Restrictions.** Travel for out-of-state conferences, workshops, seminars, or meetings are limited to one (1) per year unless otherwise approved by the Personnel Director. Attendance at in-state, or virtual, conferences, workshops, seminars, or meetings will at the Department Head's discretion and as the budget, and staffing needs, allows.
3. **Unapproved Requests.** If a purchase order requisition for a conference, workshop, seminar, or meeting is unapproved, in whole or in part, and the Employee still wants

to attend, the Employee may request PTO time for attendance. The Employee will be responsible for any unapproved registration/fees/travel costs for such requests.

Comparison Table				
Type	Limitations	Reimbursement or Payment	Request Procedure	Requirements
Educational Expenses	<ul style="list-style-type: none"> • \$10,000 lifetime cap • Tuition only • No repeated class or courses are reimbursed 	Reimbursed at 100% one (1) year after successful completion and proof of grade.	Employee submits “Educational Participation Request Form” prior to enrollment; Employee submits “Educational Reimbursement Request Form” 1 year after completion for reimbursement	Proof of completion of the class or course with a minimum “B-” grade; remain employed until 1 year post-completion.
Professional Development	<ul style="list-style-type: none"> • One (1) out-of-state event per year • No repeated events approved. 	Development event costs are paid directly by the Township; Employee must reimburse if not completed.	Employee submits a “Conference/ Seminar Attendance Request” and follows Purchasing Policy prior to registration	A certificate of completion/ other verification of attendance and completion of the event.
Professional Memberships Publications	Elected Official’s discretion	100% professional memberships and/or publications	Complete a “ <u>Publication and/or Membership Payment Request</u> ”	Must contribute to Employee’s professional development
Oshtemo Community Service Organization Membership	Township’s discretion	(½) of the cost of joining such an organization	Complete a “ <u>Publication and/or Membership Payment Request</u> ”	Subject to Township approval

SECTION 9- EMPLOYEE BENEFITS



9.7- LEAVE OF ABSENCE (UNPAID, BEREAVEMENT, PARENTAL, FMLA, AND MILITARY LEAVE)

Purpose: The purpose of this section is to inform individuals of paid and unpaid leave benefits available to Township Employees.

Scope: This policy applies to Full-Time (including Full-Time Elected Officials), Part-Time, and POC Township Employees.

Effective: 09/28/2022

Revisions History: Formerly Sections 9.8 (rev. 02/13/18; eff. 11/24/20), 9.11 (eff. 10/13/09), 9.15 (rev. 02/28/17; eff. 11/24/20), and 9.17 (rev. 10/13/09; eff. 02/28/17).

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

Qualifying Parental Event– means the Employee (a) has given birth to a child, (b) is the spouse or committed partner of a person who has given birth to a child, or (c) has had a child under the age of 17 placed for adoption, foster care, or legal guardianship within the Employee’s home.

POLICY

A. Unpaid Leave of Absence. The Personnel Director may allow Employees to take an unpaid leave of absence for reasonable purposes unrelated to FMLA or Workers Compensation. During the period in which the Employee is off the payroll on an unpaid leave of absence, the Township will pay the Employee’s benefits until the next monthly billing period. If the unpaid leave of absence extends beyond that date, the Employee must reimburse the Township for all premiums to keep all benefits in effect.

B. Bereavement Leave. Full-Time and Part-Time Employees are entitled to bereavement leave as described below. At the discretion of the Township Personnel Director, additional time may be granted.

1. Full-Time Employee Leave. Full-Time Employees shall be granted:

- a. Three (3) days of paid leave in the event of the death of a member of the Employee’s immediate family (i.e., the Employee’s (or Employee’s spouse’s) parent(s), grandparent(s), children, grandchildren, siblings, mother-in-law and/or father-in-law, brothers-in-law and sisters-in-law,

daughters-in-law, and sons-in-law; adopted, half, and step members are also included in immediate family).

- b. One (1) day paid leave in the event of the death of any other relative of the Employee (e.g., aunts, uncles, cousins, nieces, and nephews, etc.).

2. **Part-Time Employee Leave.** Part-Time Employees working a minimum of twenty (20) hours per week may have bereavement leave proportional to that of Full-Time Employees as set forth above.

- C. **Parental Leave.** Qualified Full-Time Employees will receive an additional forty (40) hours of Parental Leave for each Qualifying Parental Event (multiple births per pregnancy, or adoption/foster/guardianship of multiple children, will not increase the amount of Parental Leave time granted to the Employee) to allow the Employee time to bond with the child as follows:

1. **Qualification for Parental Leave.** Parental Leave will be granted to Employees who meet the following conditions:

- a. The Employee is classified as a Full-Time;
- b. The Employee has been employed by the Township for at least six (6) months prior to the start date of the requested Parental Leave; and
- c. The Employee notifies the Township, through their Department Head, of the need for Parental Leave as soon as practicable after the need becomes apparent, and in any event at least thirty (30) days prior to the requested start date of the Parental Leave unless such advanced notice is impractical.

2. **Use of Parental Leave.** Parental Leave is subject to the following limitations:

- a. Parental Leave commences within six (6) months of a Qualifying Parental Event and must be used within six (6) months of commencement;
- b. The Township may require an Employee who requests Parental Leave under this policy to provide supporting information regarding the Employee's eligibility for leave. If the Employee is taking FMLA leave for the care of the child, the Employee may be required to use their Parental Leave concurrently with such FMLA leave; and
- c. Parental Leave will only be granted to an Employee once per twelve (12) month period.

Parental Leave pay will be at the Employee's straight weekly, or hourly, pay rate. Upon termination of employment from the Township, unused Parental Leave time will not be paid out. Benefits granted to the Employee will remain the same when an Employee is on Parental Leave as if the Employee were using regular PTO time.

- D. **Federal Family and Medical Leave Act of 1993 (FMLA).** The Township will comply with requirements of the Federal Family and Medical Leave Act of 1993, as amended, (FMLA) in processing Employee requests for FMLA leave.

The FMLA entitles eligible Employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the Employee had not taken leave. Under the FMLA, periodic leave or reduced work schedule, is available if necessary to accommodate the Employee's personal medical treatments for the Employee or their qualified family members.

1. **Qualification for FMLA.** To qualify for FMLA, an Employee must have worked for the Township one (1) year and have worked at least one thousand two hundred fifty (1,250) hours during that period. The Township will determine whether an Employee qualifies for FMLA at the time requested for FMLA leave to begin. The Township will calculate the twelve (12) month FMLA qualification period from date of hire. Employees may be eligible for:
 - a. **Non-Military Family FMLA.** The FMLA provides for twelve (12) workweeks of unpaid leave per twelve (12) month period for eligible Employees with qualifying personal medical or family reasons for unpaid leave.
 - b. **Military Family FMLA.** The Military Family provisions of the FMLA provide for up to twelve (12) workweeks of unpaid leave per twelve (12) month period for eligible Employees when the Employee's spouse, son, daughter, or parent is a covered military member on active duty or notified of impending call or order to active duty (qualified exigency leave). The FMLA also provides for up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered servicemember with a serious injury or illness if the eligible Employee is the servicemember's spouse, child, parent, or next of kin (military caregiver leave).
2. **Notice of Intent.** An Employee must give the Personnel Director thirty (30) days' notice of their intent to take FMLA, if the date of the start of the leave is foreseeable. If it is not possible to give thirty (30) days advance notice, the Employee must give as much notice as possible. Employees requesting FMLA will complete and submit the appropriate leave request form (available from www.dol.gov) to the Township's Personnel Director.
3. **Additional Documentation.** The Township may require that the Employee provide additional documentation relating to the qualifying event within fifteen (15) days of the request. When the FMLA leave is requested for the Employee's serious medical condition, the Township may require that the Employee obtain a second opinion from a qualified health care professional chosen by the Township. If the second opinion differs from the first, the Employee and the Township will agree on a qualified health care professional to provide a third opinion; the Township will pay for the incurred expenses of the second and third opinions.
4. **Pay and Insurance During Leave.** The Township is not required to pay an Employee during FMLA leave. An Employee may use (for partial pay during the leave): (1) their accrued PTO, or (2) short-term disability (if applicable). The Township may require the Employee to use their short-term disability concurrently with their FMLA leave. Township paid health insurance will continue during FMLA leave as elected by the Employee during the prior open enrollment period,

so long as the Employee continues to pay their portion of the premium. Other Employee benefits (e.g., PTO, holiday pay, Length of Service, etc.) will not continue while on FMLA. Voluntary life insurance, disability, and other voluntary benefit elections will not continue while on FMLA leave unless the premiums are paid by the Employee during the leave period.

5. **Return to Work.** Conditions for an Employee's return to work following FMLA leave will be determined in accordance with this *Employee Handbook*.

Additional information about FMLA Eligibility, requirements, and protections is available from the Personnel Director, or online, from the Department of Labor (www.dol.gov).

- E. **Military Leave.** Full-Time Employees shall receive the difference between their military pay and their normal Township pay (excluding health, dental, and vision insurance), while on active military duty due to a military call-up for up to one (1) year. This does not include normal drill duty weekends, or the two (2) weeks a year required for active drilling reservists. The Township Board will recognize Township Employees deploying for periods greater than six (6) months of active armed forces duty.



**2022 NEW *EMPLOYEE HANDBOOK*
ACKNOWLEDGEMENT**

I, _____, acknowledge that I received and familiarized myself with the contents of the Newly Adopted, 2022 *Oshtemo Charter Township Employee Handbook* and have been informed of its location. I recognize that only the Township Board can modify the terms and conditions of this *Employee Handbook*.

___ I recognize that I am an **At-Will Employee**, that this *Employee Handbook* does not constitute a contract for employment.

OR

___ I recognize that as a **Collectively Bargained Employee** my employment is subject to the terms of the current Collective Bargaining Agreement (“CBA”) with Oshtemo Charter Township, and that the terms of that agreement may supersede, or modify, some terms of this *Employee Handbook*.

I further acknowledge that all future notification of changes to the *Employee Handbook* will be provided electronically to me and that delivery of such change notifications constitutes an acknowledgement that I have received the notice, read, and familiarized myself with the changes, and have been provided access to the current version of this *Employee Handbook*.

Employee Signature

Date



**2022 NEW *EMPLOYEE HANDBOOK*
ACKNOWLEDGEMENT**

I, _____, acknowledge that I received and familiarized myself with the contents of the Newly Adopted, 2022 *Oshtemo Charter Township Employee Handbook* and have been informed of its location. I recognize that only the Township Board can modify the terms and conditions of this *Employee Handbook*.

___ I recognize that I am an **At-Will Employee**, that this *Employee Handbook* does not constitute a contract for employment.

OR

___ I recognize that as a **Collectively Bargained Employee** my employment is subject to the terms of the current Collective Bargaining Agreement (“CBA”) with Oshtemo Charter Township, and that the terms of that agreement may supersede, or modify, some terms of this *Employee Handbook*.

I further acknowledge that all future notification of changes to the *Employee Handbook* will be provided electronically to me and that delivery of such change notifications constitutes an acknowledgement that I have received the notice, read, and familiarized myself with the changes, and have been provided access to the current version of this *Employee Handbook*.

Employee Signature

Date