

**KALAMAZOO LAKE SEWER AND WATER  
AUTHORITY**

**PERSONNEL HANDBOOK**

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## INTRODUCTION

The Kalamazoo Lake Sewer and Water Authority (the “Authority”) is responsible for the administration and operation of a sewer and water distribution system serving the communities within its boundaries. The Authority’s operations are controlled by the Authority Board and the Authority Manager. The Authority Board is responsible for the creation of policies for the operation of the Authority. The Authority Manager responsible for implementation of Authority policies and has administrative control over Authority operations. The Authority’s ability to provide sewer and water distribution services is directly related to the efficiency of the employees working for the Authority. An important factor in attracting and keeping efficient and fully trained personnel is the establishment of uniform personnel rules and regulations. The Authority has accordingly adopted the rules and regulations contained in this Personnel Handbook, but changing circumstances may require their revision from time to time.

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Daryl VanDyke, Authority Director

## **CHAPTER 1 GENERAL PRINCIPLES**

Section 1.1 Rules and Regulations. The rules and regulations contained in this Personnel Handbook apply to all Authority employees; provided, however that where the provisions on this handbook conflict with or differ from the provisions of any collective bargaining agreement or written employment agreement, the provisions of the collective bargaining agreement or written employment agreement shall be applied to employees within that particular collective bargaining unit or signatory to the written employment agreement rather than the provisions of this Manual. These rules and regulations are subject to change, and employees should consult with the Authority Manager to determine whether a particular rule or regulation remains in effect.

Section 1.2 Equal Opportunity Policy. The Authority is an equal opportunity employer and will not discriminate with regard to religion, race, color, national origin, age, sex, height, weight, marital status, disability, sexual orientation or genetic information. Individuals who believe that they have been unlawfully discriminated against may file a complaint with the Authority Manager, who is designated as the EEO/ADA/Section 504 Compliance Officer. In the event of an alleged act of discrimination caused by the Authority Manager, the report shall be made to the Authority Attorney or to a member of the Authority Board. The Authority will ensure that a prompt and equitable resolution of the complaint is achieved.

Section 1.3 Personnel Records. Personnel files are maintained for all employees in the Authority Manager's Office. Employees are required to advise the Authority Manager in writing of their current address, telephone number, name and marital status as well as any changes in this information. Employees desiring personnel information released to outside parties shall provide a signed authorization to the Authority Manager. Employees may review the contents of their personnel files upon request to the Authority Manager, but may not remove their personnel file from the Authority Manager's Office. Access to an employee's personnel file is limited to the Authority Manager, an employee's immediate supervisor, the employee and such other agents of the Authority as deemed necessary by the Authority Manager and/or the Authority Board.

Section 1.4 Personal Health Information Privacy. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Regulations promulgated under that Act require the Authority to protect the privacy of personal health information. The Authority provides certain employee welfare plans for the benefit of its employees. The administration of these employee welfare plans requires the Authority to collect and use certain individually identifiable health information. The Authority is required to take reasonable steps to limit the use or disclosure of protected health information and to develop and implement policies that reflect its workplace and operations.

## CHAPTER 2 EMPLOYEE SELECTION

Section 2.1 Employee Selection. The Authority Board is responsible for the selection, employment, and discharge of the Authority Manager. The Authority Manager is responsible for the selection, employment and discharge of all other employees of the Authority.

When a permanent full-time or regular part-time job or vacancy occurs in an Authority position, notice of the job or vacancy shall be posted in the Authority office and advertised by such other means as deemed appropriate by the Authority Manager. Individuals interested in the position may file a written application by the deadline established in the vacancy notification. The Authority Manager shall give due consideration to all applicants for the permanent vacancy, including applications from non-Authority employees. The applicant considered by the Authority Manager to be the best qualified shall be awarded the permanent vacancy, but the Authority reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants.

Section 2.2 Job Classification. Written job descriptions are maintained for all job classifications. Each job description includes a classification title, a general statement of normal duties and responsibilities, a listing of the position's essential functions, a statement of the qualification requirements of the position and a determination whether the position is required to be paid overtime under the FLSA. The Authority Manager periodically reviews and updates job descriptions.

Section 2.3 Categories of Employment. In addition to an employee's job classification, employees are categorized as follows:

(a) **Full-time employee:** A full-time employee is an employee whose normal schedule of work usually consists of forty (40) hours per week on a regular schedule in a position classified by the Authority as permanent.

(b) **Regular part-time employee:** A regular part-time employee is an employee whose normal schedule of work usually consists of at least twenty (20) less than forty (40) hours per week on a regular schedule in a position classified by the Authority as permanent.

(c) **Irregular employee:** An irregular employee is an individual not included within the definitions of full-time or regular part-time employee who is working on any other basis, including temporary, casual, or seasonal.

An employee's status as a full time, regular part-time or irregular employee will be established at the time of their initial employment and will only be changed when there is a permanent increase or decrease in their normal work hours.

Section 2.4 Probationary Period. All full time and regular part-time employees are in a period of probation for their first twelve (12) months of continuous employment. The Authority reserves the right to extend the probationary period of individuals whose service is not entirely satisfactory for a period of an additional six (6) months upon written notice to the employee. The probationary period is a time for an employee to decide whether to continue to work for the Authority and for

the Authority to determine if the employee can provide the level of performance required from Authority employees. An employee may be discharged for any reason during the probationary period without recourse to the grievance procedure. The employment relationship with the employee after probation is subject to the employee's continued performance of assigned work in a manner satisfactory to the Authority and the Authority's financial ability and need to continue the services provided by the employee.

Section 2.5 Supplemental Employment. No full-time employee shall hold a full-time job, or its equivalent, in addition to their regular Authority employment. Employees may take a part-time job provided there is no conflict with normal working hours and normally anticipated overtime work, the employee's efficiency in their work is not affected, and there is no conflict with the interests of the Authority or appearance of conflict.

The following list of activities, not all-inclusive, are considered to be in conflict with the Authority's employment:

(a) Any employment, activity or enterprise which involves for private gain the use of the Authority's time, facilities, equipment, supplies, the prestige or the influence of the Authority's office.

(b) Any activity which involves receipt or acceptance of any money or other consideration from anyone other than the Authority for performance of an act which the employee should be required or expected to render in the regular course of their Authority employment or their duty as an employee of the Authority.

(c) Any activity which involves a performance of an act other than in their capacity as a Authority employee which may later be subject to the control, inspection, review or enforcement by the employee or the department within which they are employed.

(d) Any activity which involves so much of an employee's time that it impairs their attendance or efficiency in the performance of their duties.

The Authority Manager will make the final determination as to whether a specific activity is prohibited.

Employees desiring to engage in supplemental employment must apply in writing to the Authority Manager specifying the nature of the employment, the employer, the approximate number of hours to be worked in a given work week, and the nature of the duties to be performed. The Authority Manager will inform the employee in writing whether the supplemental employment would constitute a violation of this policy. If the Authority Manager determines that the supplemental employment would violate this policy, or if after supplemental employment has been approved the Authority Manager determines that the supplemental employment violates this policy, the employee shall resign either the supplemental employment or their position with the Authority. All approvals of supplemental employment will be reviewed on an annual basis by the Authority Manager. Employees whose outside employment lasts for more than one (1) year are required to resubmit their request for approval on their anniversary date each year.

Section 2.6 Anniversary Date. An employee's anniversary date is the most recent date upon which the employee commenced work for the Authority, and the same date thereafter in succeeding years.



Section 2.7 Termination of Employment. The employment relationship with employees of the Authority is at will and is subject to termination for any reason by the employee or the Authority. In most instances, the Authority provides at least two (2) weeks advance notice that an individual's employment will end. Employees who resign or retire shall notify the Authority Manager in writing at least two (2) weeks prior to the effective date of the resignation or retirement and make arrangements for the return of any Authority equipment in their possession on or before their last day of work. The Authority Manager will normally schedule an exit interview with employees who leave the Authority employment. The final paycheck for employees who leave Authority employment will be the first regularly scheduled payday following termination of employment.

Section 2.8 Performance Evaluations. The performance of all employees shall be evaluated in accordance with the following:

A. **Normal Evaluation periods:**

1. For probationary employees: End of the sixth and twelfth months of probationary period
2. For employees who have been transferred or promoted within the Authority: End of the sixth month in their new position
3. For non-probationary employees: Each December

B. **Special Evaluations:** A special evaluation of an employee's performance may be directed to be performed at any time.

### **CHAPTER 3 HOURS OF WORK**

Section 3.1 Work Period. The work period for all employees shall begin at 7:30 a.m. on Tuesday and ends at 7:29 a.m. the following Tuesday.

Section 3.2 Hours of Work. The regular work hours of all Authority employees shall be determined by the Authority Manager. The normal workweek for full-time employees shall be forty (40) hours and the normal workday shall consist of eight (8) hours, not including meal periods. Nothing contained herein shall be construed to constitute a guarantee of any particular number of hours of work or pay per day or hours of work or pay per week. The Authority may change the normal workweek and workday whenever the Authority Manager determines that operating conditions warrant such changes.

Section 3.3 Schedule. The work schedule of all Authority employees shall be determined by the Authority Manager. The Authority may change the normal work schedule whenever the Authority Manager determines that operating conditions warrant such changes.

Section 3.4 Overtime. All employees shall be expected to work overtime upon request in order to complete work or in response to the needs of service due to an emergency. During emergency conditions, the Authority will endeavor to relieve an employee from work for a duration of eight (8) hours within a twenty-four (24) hour duration. Any work performed beyond sixteen (16) hours of continuous work in a twenty-four (24) hour duration cannot involve CDL required driving. Overtime must be authorized in advance by their supervisor.

Section 3.5 Meal Periods. All employees will be allowed a one half (1/2) hour meal period without pay. This meal period shall be at or near the midpoint of the scheduled day. The timing of an employee's meal period shall be scheduled by their supervisor so as not to interfere with prompt and efficient service to the Authority and the public.

Section 3.6 Break Periods. Supervisors will endeavor to provide employees working at least an eight (8) hours with a fifteen (15) minute break period during the first half of the day and a fifteen (15) minute break period during the second half of their work day. All break periods will be scheduled by supervisors so as to not interfere with the prompt and efficient service to the Authority and the public. During these periods, the employee remains on active duty and must take appropriate actions if necessary.

Section 3.7 Call-In Pay. Employees who are called in to work at times other than their regularly scheduled shift shall be paid for two (2) hours at time and one half (1-1/2) their regular straight time rate or for the time actually worked at time and one half (1-1/2) their regular straight time rate, whichever is greater. Employees are not required to remain at work for the entire two hour overtime pay guarantee period if the project for which they are called in is completed sooner, but any additional call in that occurs during the guarantee period will be considered to be a continuation of the original call rather than a new call. This pay guarantee shall only apply to a physical requirement to appear at Authority premises. Employees who are called by phone at home and are not physically required to appear at work shall be paid in fifteen (15) minute increments dependent on the nature and longevity of the phone call, but pay for this phone call that occurs during the guarantee period will not result in additional compensation. Call-in pay is not applicable in instances where the employee is called in to work prior to the start of the regularly scheduled shift and continues to work through the start of their regularly scheduled shift, continues to work past the end of the regularly scheduled shift or is called-in within thirty (30) minutes of the end of their regularly scheduled shift.

Section 3.8 Standby. The Authority requires employees to standby for calls during evenings and weekends and provides employees on standby with a cellular phone that must be in the possession of the employee and answered at all times. Employees will normally be assigned one (1) primary and one (1) secondary standby assignment every four (4) weeks, but the Authority reserves the right to assign more frequent standby assignments when necessary to maintain required services. The individual assigned the primary standby will be the first individual to be called and must be able to respond to the call within thirty (30) minutes. The individual assigned the secondary standby will be the second individual to be called and must be able to respond to the call within fifty (50) minutes. Employees assigned primary standby duty are required to standby for a full week from 7:30 a.m. on Tuesday morning through 7:30 a.m. the following Tuesday morning and will be paid eight (8) hours of pay at their straight time regular rate of pay for the primary standby assignment. Employees assigned secondary standby duty are required to standby for a full week

from 7:30 a.m. on Tuesday morning through 7:30 a.m. the following Tuesday morning and will be paid four (4) hours of pay at their straight time regular rate of pay for the secondary standby assignment. Employees on standby are expected to refrain from engaging in activities such as excessive drinking that would prevent them from promptly and safely responding to calls. Employees on standby must remain within a geographic area that will allow them to timely report for any call. In addition to the standby pay, employees who are called while on standby will be paid in accordance with the call-in pay provisions. An employee on standby who does not timely respond to a call will forfeit their standby pay for that week and will be subject to disciplinary action if they lack a sufficient substantive reason for the failure to report. In the event that an employee is unable to perform standby duty for reasons such as a family emergency or physical ailment that would prevent their ability to respond, it is the responsibility of the employee to immediately inform the Authority of their unavailability and to provide substantiation regarding the reason. The standby pay will be proportionally reduced by the time that the employee is not able to provide standby service.

**Section 3.9 Tardiness and Absenteeism.** Employees shall report promptly for work and remain at work until the end of the work schedule. In the event that an employee is unable to report for work, they must notify their supervisor as soon as possible prior to the beginning of the normal workday.

**Section 3.10 Time Reporting.** Hourly employees are required to record their hours of work through the utilization of the appropriate time sheet. Salaried employees are required to report any deviation from their regular hours and the type of leave to be utilized for the period of absence. Employees are required to sign the time sheet prior to its submission to the Authority. An employee's signature is a certification that the time sheet accurately and completely reflects all time worked during the period in question and that the employee did not work any hours that are not reflected on the time sheet.

**Section 3.11 Employee Compensation.** The Authority maintains a pay range for each non-exempt job classification. Employees normally begin at the "start" step, but the Authority Manager reserves the right to start a new employee at advanced steps on the pay range based upon prior employment experience. Employees are eligible to advance from step to step in the pay range upon demonstration of the skills required for the classification; provided that the Authority Director may withhold a step increase from employees whose performance has not been satisfactory. Employees who are promoted to a higher paid classification will be placed at the lowest step on that pay range which provides them with an increase in pay, and will progress from step to step in the new pay range upon demonstration of the skills required for that classification. An employee's regular straight time rate of pay is established by the employee's placement on the wage range.

**Section 3.12 Required MDEQ Licensures.** Employees in the System Operator I classification must have one active DEQ license (Wastewater D, Water Treatment D-4 or Water Distribution S-4 or higher) within twenty-four months from entry into the classification and to maintain one of the required licenses thereafter as a condition of continued employment. Employees hired without a required license must advise the Authority of the license that is being sought and will be provided with two (2) opportunities to take the required test before the 24 month requirement will be invoked.

The Authority increases the hourly pay of employees in the System Operator I classification who hold licensures in the following amounts:

Wastewater	C (\$ .75)	
Water Treatment	D-3 (\$.50)	D-2 (\$.75)
Water Distribution	S-3 (\$.45)	S-2 (\$.75)

These license incentives are additional to the System Operator I’s regular straight time regular rate of pay and are paid at the highest license held in the particular area. The license incentive will be effective to the date issued.

Employees in the System Operator II classification must have a Wastewater D or better license and either a Water Treatment D-4 or better license or a Water Distribution S-4 or better license and the wage rate for that classification assumes possession of the D, D-4 and S-4 licenses. The Authority increases the hourly pay of employees in the System Operator II classification who hold licensures in the following amounts:

Wastewater	C (\$.40)	
Water Treatment	D-3 (\$.25)	D-2 (\$.50)
Water Distribution	S-3 (\$.20)	S-2 (\$.50)

These license incentives are additional to the System Operator II’s regular straight time regular rate of pay and are paid at the highest license held in the particular area. The license incentive will be effective to the date issued.

Section 3.13 Required Driver Licenses. Employees in the System Operator I and System Operator II classifications are required to operate a motor vehicle in the course of their employment and shall maintain a valid driver’s license and a CDL-B airbrake with Tanker Endorsement as a condition of continued employment. Employees hired without a CDL-B Airbrake with Tanker Endorsement must advise the Authority of the steps that are being taken to secure that endorsement and will be provided with a six (6) month period after initial hire to secure that endorsement. Employees shall be paid an additional \$1.30 per hour for possession of the CDL-B airbrake with Tanker Endorsement. It is the responsibility of employees to maintain their driver’s license and a CDL-B airbrake with Tanker Endorsement. Revocation or expiration of a driver’s license or the CDL-B airbrake with Tanker Endorsement will result in the employee being suspended without pay and benefits until such license or endorsement is restored, but the Authority has the discretion to place an employee in a non-driving position pending restoration of the driver’s license or CDL-B airbrake with Tanker Endorsement. If the driver’s license or CDL-B airbrake with Tanker Endorsement is not restored within a six (6) months period the employee shall be discharged.

Section 3.14 Overtime Pay. Hourly employees shall be paid one and one-half (1 ½) times their regular straight time rate of pay for all hours worked in excess of forty (40) in any workweek and for all hours worked outside of their regular hours. For purposes of overtime computation, hours worked includes paid personal leave and all hours actually worked, provided however, that hours compensated at time and one-half (1½) for call-in work shall not again be counted as hours worked for overtime calculation purposes.

Section 3.15 Pay Periods. Employees will be paid every other week by direct deposit, and deposits are normally available on Friday of the pay week. For hourly employees, their pay will cover a two week period which starts at 7:30 a.m. on Tuesday and ends at 7:30 a.m. on the second following Tuesday. The Authority reserves the right to change the pay periods when considered appropriate.

Section 3.16 Retirement. All full time and regular part-time employees regularly working at least 10 days a month hired before March 1, 2011 are enrolled in the Plan C2 (B-1 Base) with 10 year vesting and F50(25), F55(15) and E-2 COLA Riders of the Municipal Employees' Retirement System of Michigan (MERS). All full time and regular part-time employees regularly working at least 10 days a month were hired on or after March 1, 2011 are enrolled in the Hybrid Plan with a 1.50% multiplier, 6 year vesting and FAC-3 of the Municipal Employees' Retirement System of Michigan (MERS). The Authority pays all required contributions to these Plans. The specific terms and conditions governing the retirement plan are controlled by the Plan Document establishing the Michigan Municipal Employees' Retirement System.

Section 3.17 Inclement Weather. Authority services remain operational during severe weather periods, and employees are expected to report for and remain at work unless Authority operations are officially closed by the Authority Manager. In severe weather conditions when the Authority Manager declares all or part of the Authority operations closed, or when Authority operations remain open but the employees reports for work late or leaves work early, the employee may elect to use accrued paid personal leave to maintain their normal pay for that day, or may elect to take unpaid leave for the time missed. Employees prevented from reporting for work at their scheduled time due to severe weather conditions must notify their supervisor as soon as possible.

## **CHAPTER 4 LEAVES OF ABSENCE**

Section 4.1 Unpaid Personal Leave. The Authority may in its discretion grant an employee a personal leave of absence without pay for a period normally not to exceed thirty (30) calendar days. Requests for an unpaid personal leave of absence shall be in writing, signed by the employee, and given to the Authority Manager. Such requests shall state the reason for the leave and normally are to be requested at least two (2) weeks in advance. No request for an unpaid personal leave of absence shall be considered approved unless such approval is in writing signed by the Authority Manager. An extension of an unpaid personal leave of absence may be granted by the Authority in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No unpaid personal leave of absence may be granted for a period in excess of six (6) months.

Section 4.2 Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than ten (10) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Authority to require a physician's certificate establishing to the satisfaction of the Authority that the employee is incapacitated from the performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid time off and paid compensatory time, and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however,

that an employee may not be on a disability leave for a period of more than six (6) consecutive months. Extension of the disability leave for a period of up to an additional six (6) months may be granted by the Authority upon written application establishing to the Authority's satisfaction that there is a reasonable likelihood that the employee will be able to return to work during the period of the requested extension. The Authority may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Authority may require a medical examination by a physician chosen by the Authority at the Authority's expense and, if appropriate, require the employee to take a disability leave of absence under this Section. Employees who are anticipating a disability leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Authority of any condition which will require a disability leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Authority by the employee as far in advance as possible of the anticipated date to commence the disability leave. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Authority indicating the employee is medically able to return to work.

Section 4.3 Military Training or Emergency Duty Leave. Employees required to perform service in the uniformed services are entitled to reemployment rights with the Authority under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, 38 U.S.C. 4301-4333 ("USERRA"). Under USERRA, "uniformed services" include the Army, Navy, Marine Corps, Air Force or Coast Guard; the Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve; the Army National Guard or Air National Guard when operating under federal authority; the commissioned corps of the Public Health Service; or any other category of persons designated by the President in time of war or emergency. Service includes all categories of voluntary or involuntary military training and service (active duty, active duty for training, inactive duty training, absence from work for an examination to determine a person's fitness for duty). Employees performing service in the National Guard under state authority have similar reemployment rights under Michigan's Military Reemployment Protection Act, MCL 32.271.

Section 4.4 Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of ten (10) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the court, exclusive of mileage and meal reimbursement. In order to be eligible to receive jury duty pay from the Authority, an employee must:

- A. Be a full time employee;
- B. Give the Authority reasonable advanced notice of the time that the employee is required to report for jury duty;

- C. Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- D. Return to work promptly after being excused from jury duty service.

Section 4.5 Funeral Leave. Employees shall be entitled to take up to three (3) consecutive days of funeral leave in the event that a death occurs to a member of the employee's immediate family. "Immediate family" shall mean the employee's current spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparent or grandchild. This leave is intended to allow the employee to attend the funeral and attend to family matters. Employees who lose work from their regularly scheduled hours as a result of funeral leave shall receive their regular rate for such lost time. Employees are expected to report the need for funeral leave to the Authority Manager prior to their designated starting time. For purposes of this section, an employee's mother, father, sister, brother and child include natural, step and adopted. Employees needing additional time may request to utilize accrued paid time off.

Section 4.6 Workers Compensation Leave. Upon written application, a leave of absence for a period of not more than six (6) months will be granted to employees who are unable to continue to work at the Authority because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the Authority, subject to the Authority's right to require medical proof. Employees are eligible for worker's compensation benefits beginning on the eighth (8<sup>th</sup>) day after the injury but worker's compensation benefits will be paid retroactively to the first day of injury if the period of incapacity last for fourteen (14) days or longer. Extension of the leave for a period of up to an additional six (6) months may be granted by the Authority upon written application establishing to the Authority's satisfaction that there is a reasonable likelihood that the employee will be able to return to work during the period of the extension. The Authority may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work with the Authority. In the event that the Authority, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's workers compensation leave of absence shall immediately end.

Section 4.7 Return to Work After Leave of Absence. Employees returning from approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Authority reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work.

## **CHAPTER 5 HOLIDAYS**

Section 5.1 Recognized Holidays. The following holidays shall be recognized as holidays for employees of the Authority:

New Year's Day	(January 1st)
President's Day	(3rd Monday in February)
Memorial Day	(4th Monday in May)
Independence Day	(July 4th)
Labor Day	(1st Monday in September)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(4th Friday in November)
Christmas Eve Day	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)

It is understood that employees may be required to work on holidays in accordance with normal scheduling procedures.

Section 5.2 Holiday Observation. Employees working in seven day a week operations observe each holiday on its actual day. When New Year's Day, Independence Day, Christmas Eve, and Christmas Day on a Saturday or a Sunday, employees working a Monday through Friday schedule will celebrate those holidays on the dates determined by the employer.

Section 5.3 Holiday Eligibility. Full-time and regular part-time employees are eligible for holiday pay if they satisfy all of the following conditions and qualifications:

- (1) The employee must have worked their scheduled hours of work on the their scheduled workday preceding the holiday and also on the their scheduled workday following the holiday; provided, however, that absence due to approved paid leaves of absence or paid time off will not disqualify an employee for holiday pay.
- (2) The employee must be on the active payroll as of the date of the holiday. For purposes of this section, a person is not on the active payroll of the Authority during unpaid leaves of absence, layoffs, when receiving workers compensation or during a disciplinary suspension.

Employees scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay.

Section 5.4 Holiday Pay for Hourly Employees. Eligible hourly employees required to work on a recognized Authority holiday shall be paid time and one half (1 1/2) times their regular straight time hourly rate for the hours actually worked on a holiday. For the purpose of this section, a holiday is defined as a twenty-four (24) hour period beginning at 12:01 a.m. of the holiday. Eligible full time hourly employees who are not required to work on a recognized Authority holiday shall



be paid eight (8) hours of holiday pay. Eligible regular part-time hourly employees who are not required to work on a recognized Authority holiday shall be paid eight (8) hours of holiday pay.

Section 5.5 Holiday Pay for Salaried Employees. Eligible salaried employees are not normally required to work on holidays, but shall continue to receive their salaries. Eligible salaried employees on paid time off during a period which includes a day that a holiday is observed will not be charged for a day of paid time off on the holiday.

## **CHAPTER 6 PAID TIME OFF**

Section 6.1 Paid Time Off. All full time employees shall be granted paid time off with pay and benefits based upon their length of continuous service with the Authority in accordance with the following:

<b>Years of Continuous Service</b>	<b>Time Off</b>
Less than three (3) years	5.2037 hours/pay period (136 hours per year)
At least three (3) but less than eight (8) years	5.8461 hours/pay period (152 hours per year)
At least eight (8) but less than thirteen (13) years	6.4615 hours/pay period (168 hours per year)
At least thirteen (13) but less than eighteen (18) years	7.3846 hours/pay period (192 hours per year)
At least twenty (20) years	7.6923 hours/pay period (200 hours per year)

Paid time off accrues and is credited to eligible employees each two week pay period, based upon their years of continuous service with the Authority as of that date. An employee may not maintain more than forty (40) hours of paid time off in excess of their annual accrual and paid time off in excess of this amount is forfeited.

Section 6.2 Paid Time Off Eligibility. In order to be eligible for full paid time off, an eligible employee must have worked a total of at least eighty (80) hours during the immediately preceding two week pay period. Eligible employees who fail to work the required number of hours shall be entitled to a pro-rated vacation based upon the ratio of the number of hours worked to 80. For purposes of this section, hours worked shall include paid time off, paid funeral leave, paid jury duty leave, paid holidays, days off due to injury for which workers' compensation is paid by the Authority not to exceed twenty (20) days in any calendar year credited at the number of hours in the employee's normal work day, and all hours actually worked.

Section 6.3 Scheduled Paid Time Off. Employees may request paid time off by submitting a written request to the Authority Manager at least fourteen (14) days in advance of the period requested. The Authority will endeavor to honor all requests, but reserves the right to deny a request to take paid time off at the time requested if the paid time off would interfere with the

efficient operation of the Authority. Paid time off shall be charged in increments of not less than four (4) hours.

Section 6.4 Use of Unscheduled Paid Time Off. PTO days are required to be scheduled at a time mutually agreeable to the Authority and the employee, but the following conditions control the circumstances in which it is impossible to request prior approval of scheduled PTO time:

(a) **Illness.** PTO may be taken in the event that an employee is unable to report to work because of a personal illness or the illness of an individual residing in their home, provided that the employee calls in as soon as possible, normally at least two (2) hours prior to the start of their shift. As a condition of the use of PTO time, the Authority reserves the right to require the employee to verify the nature of the illness and the necessity for the absence. The Authority shall have the right to require a doctor's slip to substantiate the request for use of PTO if the employee has missed three (3) consecutive days of work or if the employee has previously been advised that doctor's slips will be required because the Authority believes the employee has been abusing unscheduled PTO. Use of illness PTO time for non-illness reasons will result in denial of PTO pay for that day and may result in disciplinary action.

(b) **Emergency Situations.** PTO may be taken in the event that an employee is unable to report to work because of an emergency situation, provided that the employee calls in as soon as possible, normally at least two (2) hours prior to the start of their shift. As a condition of the use of PTO time, the employee is required to verify the nature of the emergency that caused the absence. Use of emergency PTO time for non-emergency reasons will result in denial of PTO pay for that day and may result in disciplinary action.

Section 6.5 Benefits on Termination. Employees who leave the employ of the Authority may receive pay for accrued but unused paid time off in any of the following circumstances:

- (a) If an employee resigns from employment and a minimum of two (2) weeks advance notice is given to the Authority.
- (b) If an employee is laid off and requests payment of paid time off; provided however that such paid time off pay shall be designated to the period of the layoff.
- (c) In the event of the death of an employee, paid time off shall be paid to the employee's estate.

## **CHAPTER 7 MEDICAL INSURANCE**

Section 7.1 Medical Insurance. The Authority makes available a group health care covering certain hospitalization, surgical and medical expenses for participating full-time employees and their eligible dependents. Summary descriptions of the plan are available in the Authority Manager's Office. The specific terms and conditions governing the group insurance plan are set forth in detail in the master policy or policies governing the plan as issued by the carrier or carriers. The Authority reserves the right to modify the coverage provided under the insurance plan, to select the insurance carrier or carriers, to become a self-insurer either wholly or partially, and to select the administrator of such self-insurance plans.

Full-time employees are eligible to participate in the group insurance plan no earlier than the first (1st) day of the premium month following the commencement of employment with the Authority in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Authority in writing of this intent and shall make arrangements satisfactory to the Authority for the payment of the required monthly premium, if any.

Section 7.2 Payment of Medical Insurance Premiums. The Authority pays 100% of the monthly premium cost for single subscriber, two person and family coverage for eligible full time employees who elect to participate in the group medical insurance plan. The Authority's liability shall be limited to these payments.

Section 7.3 Payment in Lieu of Health Insurance. Full time employees who have medical care insurance through a plan under another employer and elect to drop out of the Authority's group medical insurance plan shall be eligible to receive \$275 per month in lieu of medical care insurance coverage. Employees electing to opt out of the group medical insurance plan must present proof of other insurance. This election shall be made on an annual basis during the open enrollment period and shall be effective for the next full insurance year. In the event that an employee loses coverage under the plan with the other employer, they shall be returned to coverage under the Authority's Plan as soon as possible. This payment is not available to Authority employees who are married to another Authority employee or are married to an employee of any of the governmental entities which make up the Authority.

Section 7.4 Sickness and Accident Plan. Full time employees are absent from work due to an accident or sickness are eligible for sickness and accident payments beginning on the first day of absence due to an accident or from the eighth day of absence due to sickness. These payments are in the amount of 70% of the employee's regular weekly pay or \$300, whichever is lesser. These payments may be made for a period not to exceed twenty-six (26) weeks. The terms and conditions regarding these payments are set forth in the Metropolitan Life Insurance Policy, the terms of which are incorporated by reference into this policy.

Section 7.5 Liability Insurance. The Authority maintains liability insurance that provides coverage for the Authority and its employees when acting in the scope of their employment. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Section 7.6 Continuation of Insurance Premiums. In the event that an employee eligible for insurance coverage is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Authority shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences. Employees on Authority approved unpaid leaves of absence may continue insurance benefits on a month-by-month basis by paying to the Authority, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Authority shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of this section notwithstanding, the Authority shall continue the payment of health insurance premiums for a period of up to six (6) months for employees on workers compensation leave or who are receiving sickness and accident insurance payments.

Section 7.7 Workers Compensation. The Authority provides workers compensation coverage for all of its employees. Employees are required to report any job related injury or occupational disease to the Authority Manager as soon as possible, but no longer than twenty-four (24) hours after the accident or injury occurs or the disease is diagnosed. Failure to report a job related accident, injury or disease may result in a denial of compensation benefits.

Section 7.8 Unemployment Compensation. All employees are covered under Michigan's unemployment compensation system.

## **CHAPTER 8 GRIEVANCE PROCEDURES**

Section 8.1 Grievances. The Authority endeavors to apply its policies, benefits, and rules in a uniform and equitable manner. The grievance procedure is available to attempt to resolve complaints of employees who believe that they are not receiving fair treatment or not receiving all the benefits due to them as an employee.

Section 8.2 Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure to Authority Manager. An employee with a complaint shall discuss the matter with the Authority Manager, or designated representative, within three (3) working days from the time of the occurrence of the events giving rise to the complaint or within three (3) working days from the time the employee involved first knew or should have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. The Authority Manager, or designated representative, will endeavor to give an oral answer to the complaint within three (3) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure to Authority Manager. If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within five (5) working days from the time of the oral answer. The written grievance shall adequately set forth the facts giving rise to the complaint and shall be signed by the employee. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the Authority Manager or designated representative. The Authority Manager, or designated representative and the employee involved may discuss the grievance. The Authority Manager, or designated representatives, shall place a written disposition upon the grievance within five (5) working days and return it to the employee.

Step 3. Written Procedure to Authority Board. If the complaint is not satisfactorily settled in the Step 2, Written Procedure, the employee may appeal the Authority Manager's decision to the Authority Board by delivering written notice to the Authority Board through the Authority Manager's office within five (5) working days from the time of the written Step 2 answer. The Authority Board and the employee involved may discuss the grievance. The Chair of the Authority Board, or designated representatives, shall place a written disposition upon the grievance within ten (10) working days after the meeting with the employee and return it to the employee. The Authority Board's answer to the grievance shall be the Authority's final disposition of dispute.

## **CHAPTER 9 DISCIPLINARY ACTION**

Section 9.1 Disciplinary Action. The imposition of disciplinary action is normally the responsibility of the Authority Manager. Situations of a minor nature are handled informally by the Authority Manager and normally result in a verbal warning conducted in private. The warning may be documented and placed in the personnel file. Offenses of a serious nature are to be documented in writing and retained in the employee's personnel file. Habitual minor offenses shall be considered serious and shall be entered into the personnel file.

All employees are expected to conduct their private and professional lives in a manner which reflects positively upon the Authority. Employees shall be courteous in their dealings with the public and other employees. Employees shall avoid any action that gives the appearance of impropriety. Adherence to this policy is essential for the Authority to maintain the public support necessary to carry out its functions.

The Authority expects that the personal and professional conduct of its employees will conform to acceptable standards. In instances where an employee fails to comply with these standards, an attempt may be made to correct an employee's conduct through the use of progressive discipline, but commission of the following offenses or any other improper employee action may result in disciplinary action up to and including discharge, depending upon the seriousness of the offense in the judgment of the Authority Manager. This list of unacceptable employee conduct does not include all examples of improper conduct, but is provided for the guidance of employees. Employees with questions concerning the propriety of any contemplated action should consult with the Authority Manager before engaging in the activity.

Section 9.2 General Work Rules. The following rules are provided for the guidance of all employees.

1. Employees should be at their work stations prior to the commencement of the workday.
2. Employees must secure permission from their supervisor to leave work prior to the scheduled end of their workday.
3. All known needed repairs and/or safety hazards on equipment and property must be reported to your supervisor as soon as possible.
4. Any accident involving personal injury must be reported to your supervisor.
5. All damage to Authority equipment, vehicles, tools, or property must be reported to your supervisor.
6. All safety rules and regulations must be followed. Employees are required to reporting any and all potentially dangerous work practices, unsafe work conditions, horseplay, negligence and carelessness to their supervisor.
7. Any employee involved in an accident with an Authority-owned vehicle shall promptly notify the nearest law enforcement agency regardless of how minor the accident.

Section 9.3 Unacceptable Employee Conduct.

1. Using intoxicating beverages, marijuana, narcotics or any controlled substance while at work or while on Authority property.
2. Sale of intoxicating beverages, marijuana, narcotics or any controlled substance while at work or while on Authority property.
3. Possession of intoxicating beverages, marijuana, narcotics or any controlled substance while at work or while on Authority property.
4. Using intoxicating beverages, marijuana, narcotics or any controlled substance at such time before work that will interfere with one's mental or physical ability to satisfactorily perform assigned duties.
5. Stealing, abusing, misusing, removing or deliberately destroying Authority property or the property of its employees.
6. Violation of safety regulations.
7. Failure to carry out instructions, orders, or work assignments.

8. Refusal to answer questions of the Authority Manager/designee or submit reports pertaining to the performance of official duties.
9. Any communication or action intended to threaten, intimidate or coerce another employee or a member of the general public.
10. Engaging in sexual harassment.
11. Marring, marking or defacing any surface of any Authority building.
12. Failing to notify your supervisor that you are using prescribed medication or a non-prescription drug that could interfere with your ability to perform your assigned duties in a safe and efficient manner.
13. Unauthorized possession of firearms, weapons and/or explosives while on duty or while on Authority property.
14. Using abusive language, threatening, intimidating, coercing and/or fighting with employees, supervisors or the general public.
15. Engaging in obscene or indecent conduct.
16. Sleeping, loafing, idling or loitering during working hours.
17. Horseplay, creating a distraction, interfering with an employee or causing unsafe or unsanitary working conditions.
18. Falsifying records, reports, documents, or knowingly misrepresenting any information requested by supervision.
19. Conducting personal business while on duty.
20. Failing to properly advise the Authority when not reporting to work.
21. Failing to provide a reason acceptable to the Authority for absence from work or tardiness for work.
22. Excessive tardiness or absences.
23. Using your position of employment with the Authority to directly or indirectly gain benefits, favors, money, advantages, privileges or anything of value other than regular compensation.
24. Disregarding or refusing to obey an order, either written or verbal, from a supervisor or the Authority Manager.

25. Destroying, altering or removing any materials or information posted by the Authority.
26. Supporting a restriction of output, slowdown or any unauthorized interruption of assigned duties.
27. Submission of false time reports and/or sick leave requests, or removing time reports from Authority offices.
28. Failure to advise the Authority of the names, addresses and telephone numbers of the dependents of the employee, or a change in the employee's name, address or telephone number of a dependent of the employee.
29. Soliciting or receiving any gift, service, gratuity, loan, fee, or anything else of value which is offered or may be offered as a consequence of Authority employment.
30. Failing to comply with any provision in this Personnel Policies and Procedures Manual, with any provision of the Authority Safety Policy, or with any other rule and regulation applicable to the employee.
31. Conviction of any felony or conviction of any misdemeanor involving moral turpitude or casting doubt upon the employee's ability to perform assigned work.
32. Taking any other action which interferes with the proper performance of the employee's assigned work or which would reflect discredit upon the Authority.

## **CHAPTER 10 MISCELLANEOUS**

Section 10.1 Use of Authority Property. No property belonging to the Authority may be borrowed for personal use by employees. Any Authority property provided to an employee for used while an Authority employee must be returned upon termination of employment.

Section 10.2 Use of Authority Vehicles. The use of Authority-owned vehicles is confined to that necessary to conduct official Authority business. Vehicles shall be driven in a manner so as to conform to all posted speed limits, state traffic rules and regulations and Authority ordinances. Persons other than Authority employees shall not be authorized to drive or ride in Authority vehicles unless authorized by the Authority Manager, and then only for official Authority business. With the prior approval of the Authority Manager, employees subject to special or emergency calls from their residence during non-duty hours may be permitted to use an Authority-owned vehicle for transportation between their residence and the work station.

Section 10.3 Cell Phone. The Authority provides employees who have 24/7 response obligations with a cell phone and pay the costs for use of that cell phone for personal and business use with the exception of non-standard fees such as 811 (information), out of country fees or excess data usage fees. Employees are required to respond to any work related contact by this cell phone and agree to take diligent care of the cell phone. If the employee causes damage to the cell phone



through negligence or misuse, the employee shall be responsible for repair or replacement costs. Employees who have their own personal cell phones that they desire to use for contact purposes will be paid \$15.00 per month to defray the cost of those cell phones, but must provide the Authority with the number and agree to be subject to contact and response as if it were an Authority provided cell phone.

Section 10.4 Gifts and Favors. Employees shall not accept loans, gifts of money or goods, services or any other proffered arrangements for personal benefit under any circumstance directly or indirectly involving possible influence or appearance of influence upon the manner in which they perform work, makes decisions, or otherwise discharge their duties as an Authority employee.

Section 10.5 Solicitation. The Authority has always been interested in community fund raising drives. However, in order to maintain efficiency and to prevent littering, the following rules for solicitation and the distribution of literature must be followed:

- A. Oral solicitations by employees are prohibited during working time in work areas. Employees are, however, permitted to engage in oral solicitations during their authorized break periods, meal times and other times when they are not required to be working, as long as the individuals being solicited are also on authorized break periods, meal time or otherwise not required to be working at the time the solicitation occurs.
- B. The distribution by employees of printed or written materials of any kind is prohibited in work areas. Printed or written materials may only be distributed in non-work areas, and then only during authorized break periods, meal times and other times when the employee distributing the printed or written material is not required to be working.
- C. Persons who are not employees are not allowed to be in Authority working areas at any time to engage in either oral solicitation or distribution of printed or written materials.

The Authority Manager may make exceptions to this policy in appropriate instances.

Section 10.6 Smoking. All buildings and vehicles controlled by the Authority are designated as non-smoking. Smoking is not permitted while in Authority buildings and vehicles or when an employee is actively working for the Authority.

Section 10.7 Harassment Policy. The Authority prohibits employees from engaging in the sexual, racial, ethnic, age or other harassment of a member of the public or of another employee. Such harassment is a serious violation of Authority rules.

Sexual harassment involving individuals within the employment setting is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

1. Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain employment;

2. Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment;
3. Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment.

Examples of sexual harassment, may include, but are not limited to, the following:

- Pressure for sexual activity;
- Repeated remarks with sexual or demeaning implications;
- Unwelcome touching;
- Sexual jokes, posters, and cartoons

Similar actions taken by employees towards members of the general public are considered to be sexual harassment prohibited by this policy.

The Authority also discourages romantic relationships between supervisors and subordinates and prohibits any such conduct that is unwelcome. Anyone who is an unwilling participant in such a relationship must notify the Authority Manager or the Authority Board Chairperson immediately.

Violation of this rule prohibiting sexual harassment will subject the violator to discipline, including the possibility of immediate discharge.

Supervisors are required to be alert to stop any sexual harassment from occurring in our workplace. Employees who believe that they have been harassed, sexually or otherwise, or who have observed an employee harassing another employee or a member of the public should immediately report the incident to their immediate supervisor, department head, or to the Authority Manager. In the event of an incident of alleged harassment by the Authority Manager, the report should be made to the Authority Attorney or to a member of the Authority Board. When making this report, the employee should clearly state that they believe that they are the victim of harassment and that the employee is reporting the incident pursuant to this policy. The Authority will investigate all reports of harassment.

Making a complaint of harassment is a serious matter, but no employee will be subject to any form of retaliation or disciplinary action for making or pursuing a complaint of harassment which is made in good faith. An employee who knowingly submits false, inaccurate or otherwise misleading information to the Authority in connection with a report of alleged harassment or the investigation of an alleged incident of harassment shall be subject to discipline, up to and including discharge. The Authority will keep complaints of harassment confidential to the extent that it is possible and still conduct an investigation.

**Section 10.8 Personal Appearance and Conduct.** Employees are expected to present a suitable and well-groomed appearance at all times and that their dress will be appropriate for their position. Employees shall refrain from conduct, which will reflect adversely on their personal reputation and/or that of the Authority.

Section 10.9 Uniforms. The Authority will provide employees with any required uniforms. The Authority provides Operators with an annual \$200 allowance for the purchase of personal gear to be worn at work such as boots, overalls and cold weather gear.

Section 10.10 Payroll Deductions. The Authority withholds Federal Income Tax, State Income Tax, Federal Social Security Tax, employee contributions to the Authority Retirement Plan if applicable, court-ordered garnishments and child support payments from employee paychecks in the amount and manner prescribed by state and federal law. In addition, the Authority will withhold voluntarily authorized deductions from an employee's paycheck for other programs approved by the Authority. The starting and changing of voluntary deductions must be requested on a form provided by the office of the Authority Manager.

Section 10.11 Computer and E-Mail Usage. Computers, computer files, and E-mail system, and software furnished to employees are Authority property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and E-mail usage may be monitored. The Authority strives to maintain a workplace free of harassment and sensitive to the diversity of its employees, prohibits the use of computers and any E-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. The Authority purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized the software developer, the Authority does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Authority prohibits the illegal duplication of software and its related documentation.

Section 10.12 Workplace Violence Policy. All employees are expected to meet Authority standards of professionalism and demonstrate courtesy to co-workers and members of the public. Each employee shares the responsibility for preventing possible workplace violence. The following provisions pertain to the Authority's policy on workplace violence:

No employee shall threaten or use force or violence to restrain, coerce, or intimidate any co-workers and/or members of the public during Authority sponsored functions or on Authority premises including Authority provided parking areas and worksites.

An employee who participates in an altercation on Authority premises or worksites or during an Authority sponsored function will be subject to disciplinary action up to and including discharge. Employees who feel they are being provoked or harassed by co-workers should discuss the problem immediately with their supervisor and/or the Authority Manager.

Guns, knives and other dangerous weapons are prohibited in all Authority buildings, on Authority property and in Authority vehicles.

Any employee who receives a threat of violence by co-workers and/or members of the public, and any employee who hears, observes, reads and/or otherwise becomes aware of a threat by co-workers and members of the public, against himself or a co-worker, whether such threat is direct or implied, is obligated by this policy to report the fact of such threat to his/her supervisor and/or the Authority Manager's Office.

All threats of violence are considered serious matters and will be thoroughly investigated. Any employee who fails to report such threats may be subject to discipline under this policy.

Willful violation of the provisions of this policy, including the possession of guns, knives and/or other dangerous weapons or participation in workplace violence on Authority premises including Authority provided parking areas and worksites, or at any Authority sponsored function, will constitute grounds for disciplinary action, up to and including termination of employment. Employees will be suspended pending investigation.

Section 10.13 Drug and Alcohol Free Workplace Policy. The Authority maintains a workplace free from the use and abuse of drugs and alcohol and employees are prohibited from engaging in the following actions:

1. The manufacture or distribution of illegal drugs or controlled substances by any employee.
2. Using intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on Authority property.
3. Distribution or attempted distribution of intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on Authority property.
4. Possession of intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on Authority property.
5. Using intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance at such time before work that will interfere with one's mental or physical ability to satisfactorily perform assigned duties.
6. Refusing to cooperate with drug and/or alcohol testing, medical or physical tests or examinations when requested or conducted by the Authority or its designee or to respond to questioning regarding drug or alcohol usage.
7. Failing to notify the Authority of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar (5) days after such conviction. The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug

statutes. "Criminal Drug Statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

**"Controlled substances"** shall mean a controlled substance as found in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15. The term "controlled substances" shall also mean any controlled substance as defined in Michigan Public Health Code, Article No. 7, Parts 71-75, MCLA 333.7101 et seq.

**"Illegal Drug"** is defined as any drug that is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained, prescribed drugs not being used for prescribed purposes, and any prescribed drug(s) not taken according to a prescription.

Section 10.14 Drug and Alcohol Testing. The Authority reserves the right, within the limits of federal and state laws, to examine and test for the presence of drugs and/or alcohol and employees may be asked to submit to a medical examination and/or submit to urine, saliva, breath, blood and/or hair testing for drugs and/or alcohol. The types of testing performed by the Authority include, but are not limited to, the following:

**Pre-Employment/Pre-Placement**. The Authority will make all offers of employment subject to the result(s) of a drug test. Applicants will be required to voluntarily submit to urinalysis testing and sign a consent agreement that will release the Authority from liability.

**Random**. Employees of the Authority are employed in safety sensitive position and employees or citizens could be placed in jeopardy by an employee's use of drugs or alcohol. For the safety and health of the Authority employees and the individuals with whom they serve, all employees are subject to random, unannounced drug and/or alcohol tests. The rate of random selection for drugs and alcohol will be a percentage of the annual average employee base. Every employee has an equal chance of being chosen every time a random selection is made.

**Reasonable Cause**. Employees will be asked to submit to a drug and/or alcohol test if reasonable cause exists to suggest that the employee's health or ability to perform expected job duties is impaired. Reasonable cause will exist when an employee's appearance, behavior, speech, or body odors indicate drug and/or alcohol use.

**Return-to-Duty**. An employee who has tested positive and has been removed from their job duties must submit to and furnish a negative drug and/or alcohol test result prior to returning to their job duties.

**Follow-Up**. An employee who has been removed voluntarily or otherwise from their job duties due to drug and/or alcohol abuse will be subject to random, unannounced drug and/or alcohol tests. The testing can continue up to sixty (60) months from the return-to-work date.

Section 10.15 Substance Abuse Amnesty Program. Substance abuse is defined as the taking of alcohol or other drugs at dosages that place the individual's social, economic, psychological, and physical welfare in potential hazard or to the extent that an individual loses the power of self-control as a result of the use of alcohol or drugs, or while habitually under the influence of alcohol or drugs, endangers public health, morals, safety, or welfare, or combination thereof. The Authority recognizes that many chemical dependencies are the result of abuse of legal, socially accepted substances, such as alcohol, over-the-counter drugs, or prescribed medications.

Under Authority rules and regulations, employees reporting for work under the influence of alcohol or drugs such that their job performance is impaired or endangers the well-being of other employees and/or residents or who use or possess alcohol or drugs while at work are subject to discipline, up to and including discharge. Some of these employees may have substance abuse problems.

The Authority must operate in a drug and alcohol free environment. The Authority's orientation is to deal with substance abuse problems through rehabilitation and counseling of those Authority employees who voluntarily come forward to acknowledge their personal problem, disclose their activities involving substance abuse and request assistance, rather than to impose disciplinary action. In order to accomplish this goal, a Substance Abuse Amnesty Program is created under the following terms and conditions:

- A. In lieu of disciplinary action, employees voluntarily acknowledging a substance abuse problem not involving use of illegal drugs will be permitted to participate in the Amnesty Program. Employees acknowledging a substance abuse problem involving use of illegal drugs may be permitted to participate in the Amnesty Program in the discretion of the Authority.
- B. This Amnesty Program will be available only upon an initial determination of substance abuse and will not be available in instances where an employee suffers a chemical dependency relapse after participating in the Amnesty Program. A chemical dependency relapse is a return to substance abuse by an individual previously identified as chemically dependent. The Amnesty Program is not available to employees involved in the selling or distribution of illegal drugs.
- C. Employees eligible to participate in the Amnesty Program will be required to enter into a return to work contract containing a treatment/rehabilitation program. Employees required to participate in an inpatient treatment program will be eligible to utilize accrued sick leave and vacation pay during such treatment programs, but will not otherwise be eligible for payment of wages. Continued fringe benefit eligibility is covered under the provisions of Authority policy.
- D. The Authority will not automatically report chemical dependency situations to law enforcement agencies, but will review each situation on a case-by-case basis.
- E. A violation of the return to work contract by an employee subjects that employee to termination of the employment relationship with the Authority. In the event an employee's employment is terminated, any appeal to the grievance procedure shall

be limited solely to the question of whether the employee breached the terms of this contract, and the disciplinary penalty assessed shall not be subject to review.

Section 10.16 Social Security Number Privacy. The Authority receives and utilizes social security numbers in conjunction with certain of its employment related matters. Social security numbers are confidential information and their unauthorized use or disclosure will subject employees to disciplinary action up to and including discharge and may also result in civil actions or criminal prosecutions.

**KALAMAZOO LAKE SEWER AND WATER AUTHORITY**

**PERSONNEL HANDBOOK**

**ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge receipt of the Kalamazoo Lake Sewer and Water Authority Employee Handbook dated August 1, 2016. I understand it is my responsibility to familiarize myself with the contents of the Handbook and I agree to abide by the policies and procedures outlined herein. I further understand the Handbook and its contents do not entitle any person to be or remain employed by the Authority.

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Name (Please Print)

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Signature

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Date