

Policy Handbook for Employees

Village Estral Beach

Newport, MI 48166

<u>Revision</u>	<u>Approval Date</u>	<u>President</u>	<u>Clerk</u>
0	11/03/2009	_____	_____
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Attachments:

- 1) Receipt Acknowledgement - “Policy Handbook for Employees”
- 2) Employment Application Form, Village of Estral Beach

A. Purpose of Policy

The general purpose of this policy is to set forth the terms and conditions of employment for the Village of Estral Beach, hereafter referred to as “the Village”. This policy covers hourly paid employees of the Village as allowed by the Village Charter and establishes policies, procedures, benefits, and working conditions that will be followed by all Village employees as a condition of their employment. The policies and procedures outlined in this handbook will be followed as written, and revised as needed at the discretion of the Village Council.

B. General

The Village reserves the right to show preference in hiring to Veterans of the United States Armed Forces who were honorably discharged. The Village is an equal opportunity employer, and therefore does not discriminate based on age, race, sexual orientation, family status, gender, disability, or religious beliefs. The applicant must be qualified for the position applied for to be considered.

C. Employee Status

All employees are on a part-time status whose hours may vary weekly based on the needs of the Village and budget constraints. The Village employees report to the Village Council, and obtain work direction from the Village President or designee, hereafter referred to as the Work Director. The Work Director or designee will use the Village Master Plan as a tool for providing work direction, or emergent / priority work identified by the Council. The hours worked by Village employees shall not be more than 40 hours per week, unless approved in advance by the Village Council, or by at least the Work Director and the Village President / President Pro-Tempore, or President / President Pro-Tempore and one other Council Member during an emergency. The standard work week shall be Monday through Friday, between the hours of 07:00 and 17:00 (5:00 pm) unless circumstances warrant Village oversight during off hours (e.g., checking on pump operations during rain storms). Seasonal hours may be changed at the Work Directors and Employee’s discretion if the work to be performed is in a section of the Village, or the work is of a nature, that it will not disturb the residents. Shifts should not exceed eight (8) hours per day unless the Work Director feels it is necessary. An unpaid lunch break of one-half (1/2) hour, or a duration agreed upon by the employees and Work Director, will be provided for an eight (8) hour work shift. Travel out of the Village will be on employees own time unless approved by the Work Director for work related purposes (e.g., pick up materials, take Village vehicles in for repair, etc.). Employees will not be paid for personal time during the normal work hours, and the Village will not be responsible for employees outside of the Village during work hours unless on Village business. All personal time taken during normal work hours shall be reflected on the workers time sheet. Work activities at hours which might interrupt the normal sleep patterns of Village residents (i.e., between 9:00 pm and 7:00 am) should be avoided unless absolutely necessary.

The position(s) require that the personnel perform their work to the best of their abilities, with little to no supervision, and while working under the honor system (i.e., productively work the hours that they claim).

D. Hiring Process

1. Application

The applicant will complete the attached Village of Estral Beach application form for the open position and submit it to the Village Clerk for processing. The applicant will be notified at the time of the request for the application form whether any openings exist. The application form will be maintained on file for at least one year following submittal. Employment with the Village that requires driving of Village owned vehicles will require proof of a valid Michigan driver's license. In addition, employment with the Village that requires driving of a personal vehicle will require proof of a valid Michigan's drivers license AND proof of insurance.

2. Pre-Employment Screening

a. Background Check

The Village reserves the right to perform a background check on all applicants being offered a position prior to consideration for employment. The cost of such investigation will be incurred by the Village. Information obtained will be held confidential.

b. Drug and Alcohol Testing

The Village reserves the right to require that all applicants being offered a position be administered a drug and/or alcohol test prior to employment. The cost of such testing will be incurred by the Village. Positive results are grounds for not being hired. The Applicant may challenge the results at their expense. All results obtained will be held confidential. See section F of this policy for additional information.

c. Medical Examination

Depending on the physical requirements of the position applied for, the Village reserves the right to require a medical exam of all applicants being offered a position prior to consideration for employment. The cost of such examination will be incurred by the Village. Information obtained will be held confidential.

d. Driving Record Review

Since the work tasks may include operation of a motor vehicle, review of the applicant's driving record, and verification that the applicant possesses a valid Driver's License, may be part of the application process.

3. Notification

The applicant will be notified in writing to inform them as to whether or not they were selected. No explanation for denial need be provided.

E. New Hire

1. Employee File:

An Employee File will be created by the Clerk for each New Hire. Documentation pertaining to the employee while employed by the Village will be maintained in this file.

2. Medical File:

Medical documents will be maintained in a separate locked file, with restricted access.

3. Training Period:

Each new hire will be in a training period for the first ninety (90) days after acceptance of the position with the Village of Estral Beach. During this period, the new hire will be monitored by the person(s) providing work direction to determine their performance for the position. Completion of this period does not change the at will employment status.

4. Insurance:

The Village does not provide health insurance for employees.

5. Workman's Compensation:

All employees are covered by Michigan's Workmen's Compensation Act. While receiving workmen's compensation, employees are not to be on Village premises working until the employee submits a release from the physician stating that they are ready to go back to work without restrictions. If restrictions apply, it is up to the Village Council to recommend tasks that the employee on workmen's compensation will be allowed to do with the restrictions specified by their physician. At the discretion of the Village Council, the maximum weekly hours may be adjusted based on employees restriction(s) and available work.

6. Accountability:

No employee shall alter or modify any Village equipment or property without prior written approval from the Village Council or Work Director. This does not apply to normal repair or maintenance of Village equipment. Violation of this provision shall constitute grounds for immediate dismissal. No employee shall remove Village property from Village premises without prior authorization from the Village.

7. Seniority:

The Village does not recognize employee seniority since everyone is hired on a part time basis and any evaluations are based on personal performance, job tasks performed, equipment operated, etc.

8. Work Wear / Equipment:

Employees will be responsible for providing their own work clothing. The Village will provide any safety personal protective equipment (PPE) required for the job, at no expense to the employee, as required by State law and MIOSHA. Training will also be provided to the employee on the proper use of the provided PPE as needed. Requests for needed or desired work equipment should be brought to the attention of the Work Director who will then bring it before the Council for consideration. Not wearing the required PPE may result in disciplinary action, up to and including termination.

9. Retirement Benefits:

The Village does not provide retirement benefits. The Village does not participate in a 401K program, nor does it contribute to any form of an employee's retirement program.

F. Time Off Work

1) Without Pay:

A leave of absence without pay will be granted as needed for the following instances. Excessive absences may be grounds for termination. With as much notice as possible prior to leaving, notification of their intended absence should be made to the Work Director or designee (e.g., Clerk), or Council member if the Work Director or designee cannot be contacted. If needed, the Village reserves the right to hire a temporary replacement during this absence to support required work.

a. Medical Leave:

Shall not be granted beyond three (3) calendar months unless specifically approved by the Village Council.

b. Personal Leave:

Shall not be granted beyond fourteen (14) calendar days unless specifically approved by the Village Council. No employee shall return to work prior to the expiration of his or her leave unless otherwise agreed to by the Village Council.

c. Bereavement Leave:

In the event of a death of family or friend, an employee will be granted, upon request, a leave of absence for a period of time to be worked out between the employee and Work Director.

d. Sick Leave:

During the first three (3) days of the illness, notify the Work Director or designee (e.g., Clerk), and give an estimate as to the total number of days they anticipate being absent from work due to illness.

e. Jury Duty:

An employee who is called to report for jury duty will not receive any pay from the Village during this time. The employee's position will be held until their return as required by State law.

f. Vacations:

Requests for vacation time by employees shall be submitted to the Work Director or designee (e.g., Clerk) in writing, as far in advance as possible, stating how long and on what dates they request to be off. Vacation may be denied for the period of time requested if Village needs warrant.

g. Holidays:

The Village does not recognize paid holidays for part time employees. Employees are allowed to work on Federally recognized holidays at their own discretion with prior approval as long as; 1) resident's celebration of said holiday will not be unduly interrupted, and 2) other direction contained within this handbook are followed.

h. Military Duty Leave

Should the employee have Active or Reserve Military commitments, the Village will strive to ensure that the position held prior to leaving is available following completion of the commitment.

2) With Pay:

There will NOT be paid leave granted by the Village due to the part time status of the employees. No other financial compensation or reimbursement will be made by the Village unless stated within this policy.

G. Drug/Alcohol Policy

The Village is a drug and alcohol free workplace. The manufacture, distribution, dispensing, possession or use of controlled substances is prohibited on Village property. Under our drug/alcohol testing policy, the Village may require current and prospective employees to submit to drug/alcohol testing. This may also include random drug / alcohol testing. The Village will not ask a prospective employee to submit to testing unless an offer of employment takes place. An offer of employment by the Village, however, depends on the prospective employee's testing negative for drugs and alcohol.

- 1) Safeguards: The purpose of this policy is to comply with all state laws governing drug and alcohol testing and is to safeguard employee privacy rights to the fullest extent of the law.
- 2) Selection: The Village will only ask those employees who drive Village vehicles or operate Village equipment to submit to drug/alcohol testing prior to employment. For cause testing may be required following an accident where an employee is involved which results in excessive property damage or personal injury, including death of themselves or others.
- 3) Written Notice to Submit: A laboratory licensed by the State will conduct any drug or alcohol testing that the Village requires or requests. Before the Village asks an active employee to submit to drug/alcohol testing, the employee will receive written notice to report to the specified collection lab within 24 hours of receipt of notice. The time and travel expenses involved for participating in the testing will be reimbursed by the Village as long as the results are negative.
- 4) Notice of Test Results: When an employee is asked to submit to a drug and/or alcohol test, the Village will notify the employee of the results in writing within 24 hours after it receives them from the laboratory.

- 5) Positive Test Result: If the employee receives notice that the test results were confirmed positive, the employee will have an opportunity to explain the positive result following the employee's receipt of the test results. In addition, the employee may have the same sample tested again, at their expense, at a laboratory of the employee's choice.

If the second result is confirmed negative, the employee will be reimbursed for the time the employee was suspended after the original confirmed positive test results were received.

If the first test results are confirmed positive, and the contested test results are confirmed positive (if obtained), the following disciplinary actions may be taken:

1st Offense: The employee will be suspended without pay until successful completion of an appropriate rehabilitation program at the employee's expense, and until a negative test result can be confirmed. The employee may then be subject to random testing at the Village's request.

2nd Offense: The employee will be terminated.

Costs:

The Village will pay the cost of any drug/alcohol testing that it requires or asks employees to submit to, including a re-testing of confirmed positive results requested by the Village. The employee will pay for any additional tests that the employee requests.

Confidentiality:

The Village will make every effort to keep the results of drug and alcohol tests confidential. Only persons with a need to know the results will have access to the locked medical files. The Village will ask for the employee's consent before releasing test results to anyone else. However, test results may be used in arbitration, administrative hearings, and court cases arising as a result of the employee's drug or alcohol use, or impairment due to such use, while at work. The results of drug testing in the work place will not be used against the employee in any criminal prosecution, unless in the defense of the Village in court due to employee negligence.

H. Harassment & Discrimination

Employees have the right to work in an environment free from unlawful harassment and discrimination by employees or other non-employee who conduct business with the Village. Any employee who feels they are being harassed or discriminated against is encouraged to inform the person that his or her actions are unwelcome and offensive. If the employee does not feel comfortable confronting the person, or if such attempts have gone unheeded, the unlawful harassment and/or discrimination shall be reported in a timely manner to the Maintenance Supervisor, Council Member, or Village President, in writing, and no more than 15 days from the time of the act.

Any complaint covered by this policy shall result in an investigation involving, as a minimum, two elected officials (i.e., President and/or Trustee(s)) and the Village Attorney. The employee is encouraged to document all incidents (e.g., date, time, description of action, etc.) to assist in the investigation. Retaliation or attempted retaliation by the accused person, or others besides the accused person, for the filing, assisting, testifying, or participating in the investigation of a harassment or discrimination complaint, shall also not be tolerated. Any evidence of retaliation shall be considered a separate violation of this policy. Any employee who knowingly files a false report, or takes retaliatory action, shall be subject to disciplinary actions up to and including termination.

Employees shall not engage in any conduct that threaten, intimidates, harasses, demeans, or torments a fellow employee. An employee shall not condone or allow other employees or non-employees to engage in such activity. A single act may suffice even if the act was not as severe or pervasive as to alter the conditions of the victim's employment and/or create a hostile work environment. To determine if the activity is unreasonable, the totality of the circumstances will be assessed.

This is a "zero tolerance" policy intended to provide all employees with an environment which is free of harassment and discrimination based on one's sex, race, religion, national origin, disability, height, weight, age, marital status, and sexual orientation. This policy not only prohibits unlawful harassment and discrimination, but also other unprofessional actions including derogatory remarks, slurs, innuendos, or jokes.

The Village Maintenance Supervisor, Village President and Trustees, will be responsible for monitoring employee's adherence to this policy, utilizing all reasonable means to prevent a prohibited act from occurring, and for conducting investigations into allegations of employee misconduct. Individuals covered under this policy include all personnel, whether hired full-time, part-time, seasonal, and all volunteers.

Any alleged violation of this policy will be reviewed objectively under the "reasonable persons" standard. Employees found in violation of this policy shall be subject to discipline up to and including employment termination.

I. Wages

Employees / Contractors are paid a flat hourly rate as listed below. These flat rates may be adjusted up or down accordingly by the Village Council based on the many factors considered (e.g., positive or negative performance, refusal to perform certain assigned job tasks, etc.). Since the job positions are part-time (i.e., less than 40 hours per week), and work days are limited to less than eight hours, there is no normal overtime. Overtime will be approved by the Work Director and Village President / President Pro-Tempore, or President / President Pro-Tempore and one Council

Member only if required in emergencies at which time the overtime pay rate will be 1.5 times the employee's base hourly rate. Overtime is defined as greater than 8 hours per day or greater than 40 hours per week. Seniority does not factor into the evaluation except that time on the job should increase the workers knowledge of the position. Bonuses for employees may also be granted by the Village Council if the budget permits. The Village complies with Federal and State minimum wage laws.

Seasonal Contractor

Snow Plowing rates (using their own equipment) Decided and approved by the Village Council

Miscellaneous Contract Work

Repairs to Village equipment or property should be brought to the attention of the Work Director. Any repairs beyond the capability of the Village Maintenance personnel will be contracted for repairs. As Quoted and Approved by the Village Council

Maintenance Personnel

New hire (with little or no experience)	Minimum Wage
New hire (with some experience)	Minimum Wage + \$1.00
New hire (with substantial experience)	Minimum Wage + \$2.00
After 90 day probation period	Minimum Wage + \$0.50/hour
After one year straight employment	Minimum Wage + \$1.00/hour
With an additional \$1/hour raise each year starting with the second year of straight employment until the maximum wage for Village employees of \$12/hour is reached.	

Note that the Minimum wage is \$7.40 in Michigan as of 2012.

The upper limit on the hourly rate is fixed by the budget constraints for that fiscal year. The pay rate or maximum weekly hours worked may go up or down accordingly based on the financial situation of the Village, however, pay decreases will be avoided if at all possible while still allowing for the needed work to get accomplished.

Employees will be paid every week for the hours worked the previous week

J. Discipline / Suspension / Termination Process

The Village is an at will employer and reserves the right to terminate employment at any time, with or without cause. All discipline, suspensions, and termination decisions shall be made by the Village Council, unless the severity of the infraction is such that immediate suspension is warranted until the Village Council can meet. In such case, the Work Director or any Council Member may make the decision until further review can be made. If it is determined that the suspension was unwarranted, the employee will be reimbursed from the time of suspension at their normal pay rate.

Discipline:

Discipline for wrongdoing may take the form of a verbal warning, written warning with a copy given to the employee and a copy for the employee's file, or suspension. The employee will be allowed to explain their actions prior to determining the severity of the discipline to be administered. Continued disciplinary action may result in employment termination with the Village. An example of verbal discipline may be for observed unsafe work practices. An example of a written warning may be for excessive absences.

Suspension:

Suspension of an employee can be made by the Work Director or designee only if sufficient justification is provided. The charges and justification shall be provided to the Council in writing prior to the next scheduled meeting, where the Council will determine the disposition of the charges. This may include continued enforcement or revoking of the suspension or termination. If the next scheduled meeting is more than a week away, a special meeting shall be called by the Council to resolve the outstanding issue(s).

Termination:

Termination of an employee will require the approval of a majority of the Village Council. The charges and justification shall be provided to the Council and employee in writing prior to the next scheduled meeting, where the Council will determine the disposition of the charges. If the next scheduled meeting is more than a week away, a special meeting shall be called by the Council to resolve the issue(s). The employee has the right to challenge all charges against them before the Council.

The following are examples of grounds for immediate suspension without pay or termination should the charges be substantiated:

- Stealing of Village Property, including fuel.
- Willful destruction of Village Property.
- Working unsafely, or jeopardizing the safety of the Village residents or fellow employee(s).
- Inciting confrontations with Village residents.
- Misrepresentation on their timesheets of the hours worked.
- Consuming alcohol or under the influence of illegal drugs while on Village time.

Any change(s) to this Policy Handbook for Village Employees shall be approved by the Village of Estral Beach Council.

Receipt Acknowledgement - "Policy Handbook for Employees"

I acknowledge that I have received the latest revision of the Village of Estral Beach, Policy Handbook for Employees. I understand and agree that the Village in its sole discretion may update and revise the policies and procedures described within at any time. Any such changes will supersede the prior policies and procedures. I agree to conform to the policies of the Village as they exist and as they may be amended.

Employee Signature: _____ Date: _____