

Village of Spring Lake

Council Work Session

December 8, 2014

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)
Spring Lake, MI 49456

www.springlakevillage.org

	<p>6:00 p.m. - Window Judging Contest</p> <p>Meet at Village Hall at 6:00 p.m. to hop on the Harbor Transit bus to canvass the Village and select the winner of the annual window decorating contest. Harbor Front Animal Hospital will be the first stop. They are utilizing this opportunity to raise money and supplies for the shelter. If you would like to bring a donation (food, litter, paper towels, etc.) they would be most appreciative (totally optional.)</p>
1	<p>7:00 p.m. - MDOT State Trunkline Contract Signers (Roger Belknap)</p> <p>MDOT requires that the Village designate, by position, those who are approved to sign trunkline contracts. The last time a resolution was adopted was 2009 and MDOT has requested an updated resolution (<i>2014-13 attached</i>).</p>
2	<p>7:02 p.m. - MDOT Maintenance Agreement (Roger Belknap)</p> <p>This is a housekeeping item that needs to be addressed annually. Roger will be present to answer any questions you may have about the attached agreement.</p>
3	<p>7:05 p.m. - Sidewalk Snow Removal Update (Roger Belknap)</p> <p>DPW Director Roger Belknap has hired seasonal employees to perform sidewalk snow removal. Roger will be present to discuss how that program has performed thus far throughout the Village.</p>
4	<p>7:15 p.m. - Planning & Zoning Agreement</p> <p>This is an annual housekeeping item to approve the relationship between the Village, the City of Grand Haven and Spring Lake Township to provide zoning and planning services to the Village. A copy of the agreement is attached.</p>

5	<p>7:18 p.m. - Peterson Environmental</p> <p>Adrienne Peterson has finalized her initial work on the wetlands plan for the Grand River Greenway. She has submitted a proposal (<i>attached</i>) for the next phase of the project, which includes design and construction oversight.</p>
6	<p>7:25 p.m. - Infinisource Contract</p> <p>When OCSO assumed police operations, that left only 1 employee utilizing the flexible spending benefit. This benefit costs the Village \$80/month regardless of the number of employees that take advantage of the offering. The only employee currently participating has already enrolled in her spouse's plan for 2015. The Village needs to give notice to Infinisource that we would like to opt out of the benefit in 2015. An amendment would also need to be made to the Personnel Manual if Council is in agreement.</p>
7	<p>7:30 p.m. - Personnel Manual</p> <p>At numerous work sessions, Council discussed amendments to the Personnel Manual. While working with the auditors, it became apparent that staff never presented the final draft for approval to Council. It is necessary to formally adopt the changes (red-line and clean version attached) to the Personnel Manual. The change to the flexible spending benefit has also been incorporated in this revision.</p>
8	<p>7:40 p.m. - Spring Lake Area Recreation Commission</p> <p>In August, Council issued notice to the Spring Lake Area Recreation Commission that the Village no longer wished to participate in funding the recreation program. The two most distinct reasons were the perception of inequitable funding by other participating units of government and lack of equitable representation on the board. Since the notice was received by the Commission, they have approached Crockery Township about increasing their funding level. It is staff's understanding that Crockery has agreed to an increase from \$1,000 per year to \$3,500/year. The Commission has also implemented terms for the seated members of the board. The longest serving member Jim Nienhouse (Member-at-Large) was deemed the first term to expire. The board solicited residents for the position and received 4 applications. Mr. Nienhouse was unanimously selected to remain in that seat. The next term to expire in 2015 is Rosemary Bench (Member-at-Large).</p>

<p>9</p>	<p>7:50 p.m. - Annual Coast Guard Festival (CGF) Dinner</p> <p>The year 2015 marks the 225th anniversary for the United States Coast Guard. It is being hailed as the "Legacy Gala" and as such, the CGF Committee is inviting and expecting additional guests for the annual dinner; 350 versus a typical +/- 200. It has been suggested that the participating communities agree to a budgeted amount and allow the CGF Committee to plan the event and pay for any overages. The Village's commitment would equate to an amount not to exceed \$3,700. Since this is a different funding formula than previous years, the Finance Committee evaluated the request and asked for additional information to be presented to Council for their consideration.</p>
<p>10</p>	<p>7:58 p.m. - Sign Ordinance Language Change</p> <p>As it is currently written, the Village's sign ordinance does not allow for garage sale signs. When OCSO assumed police operations, they also took over code enforcement responsibilities and commenced removal of garage sale signs. This action prompted calls to elected officials who agreed to request the Planning Commission review the sign ordinance. Upon their first review in October, the PC declined to approve the recommended language change (3-4). After further examination, the PC has agreed to incorporate language into the ordinance that would allow garage sale signs. Planner Jennifer Howland's report outlining the specifics of the recommended change are included for Council review.</p>
<p>11</p>	<p>7:59 p.m. - Minutes</p> <p>Minutes of November 17, 2014 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to December 12, 2014.</p>

**VILLAGE OF SPRING LAKE
OTTAWA COUNTY, MICHIGAN**

RESOLUTION NO: 2014-13

**A RESOLUTION DESIGNATING THE AUTHORIZED SIGNERS FOR THE MDOT
STATE TRUNKLINE MAINTENANCE CONTRACT**

WHEREAS, the Michigan Department of Transportation (MDOT) annually contracts with the Village of Spring Lake for maintenance of M-104, and

WHEREAS, MDOT requires a resolution naming the officials authorized to sign the contract on behalf of the Village of Spring Lake.

NOW, THEREFORE BE IT RESOLVED, that the Village Council, on behalf of the citizens of Spring lake, authorizes the Village President and the Village Clerk/Treasurer to sign and enter into a State Trunkline Maintenance contract with MDOT, contract #2014-1696.

YEAS:

NAYS:

ABSENT: None

Dated: December 15, 2014

Marvin Hinga, Clerk/Treasurer

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
VILLAGE OF SPRING LAKE

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the Village of Spring Lake, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

RECITALS:

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 et seq; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 supra; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the “REGION ENGINEER” or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the “ENGINEER OF OPERATIONS”. Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates Marvin Hinga as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): Roger Belknap

Signal/electrical Superintendent: Roger Belknap

Storm Sewer Superintendent: Roger Belknap

Other (Specify): _____

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Not applicable; no labor union.

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

Two hours minimum for overtime.

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by MDOT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If MDOT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

ITEM KIND	ITEM LOCATION	PRICE UNIT	PRICE INCLUDES*	PER UNIT
<i>Not applicable.</i>				

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard 3. Other (Describe)
3. Royalty Costs	
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 9. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.

- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

- c. The MUNICIPALITY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 11. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 17. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of 100 percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 21. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 22. EQUIPMENT LIST

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 25. AUDIT

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

Section 30. AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the MUNICIPALITY and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the MUNICIPALITY, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

VILLAGE OF SPRING LAKE

BY: _____
TITLE: Village President

BY: _____
TITLE: Village Clerk/Treasurer

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2014, through September 30, 2019

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD

RESOLUTION 2011-2

PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _____, 2011.

APPROVED
State
Administrative Board

8/30/11 *Lose M. Cousin*

APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none">• Prior to start of work, Region Engineer verbal approval required.• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.• A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator.	Not required
\$125,000 or greater	<ul style="list-style-type: none">• Documentation of amendment is required by the Municipality A revised Form 426 must be completed and signed by the Region Engineer.• When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator. 2.State Administrative Board (SAB) approval is required prior to the start of work.	Required

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX H

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

APPENDIX I

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)
Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

DEC 04 2014



City of Grand Haven

December 3, 2014

Christine Burns
Village of Spring Lake Manager
102 W Savidge Street
Spring Lake, MI 49456

Dear Christine,

According to our inter-local Planning and Zoning agreement, the managers of our respective units can extend the Planning Services contract for up to three consecutive one year terms upon written consent of the Managers. The contract was for 2013. The first extension was for 2014. I have gone over this with affected staff (Jennifer Howland), and she is prepared to embark on another exciting year of collaboration.

By way of this letter, I provide my written confirmation to extend for another one year term through the end of 2015. We can discuss 2016 next fall. If you agree, please sign below and return a copy to my attention.

Sincerely,

Pat McGinnis
City Manager

PM:mas

Christine Burns, Village of Spring Lake Manager

Date

CONTRACT # 3516

9-16-13

COJNCIL APPV. DATE 12-16-13

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this 11th day of November, 2013, (the "Agreement") is made by and between **THE CITY OF GRAND HAVEN**, a Michigan Municipal Corporation (the "City"), whose address is 519 Washington Avenue, Grand Haven, Michigan, 49417, and **SPRING LAKE TOWNSHIP** (the "Contractor") of 106 S Buchanan, Spring Lake, Michigan, 49456.

1. General Agreement. City agrees to hire Contractor and Contractor agrees to be retained by City as an independent contractor to assist in performing services under a separate agreement between the City and the Village of Spring Lake attached as Exhibit A ("Primary Contract") as part of a collaborative planning and zoning opportunity. The City of Grand Haven will provide planning services and oversight for zoning services to the Village of Spring Lake. Contractor will provide zoning administration services according to the schedule attached as Exhibit B ("Services").
2. Payment for Services. City agrees to pay and Contractor agrees to accept payment for the Services at a rate of \$15,000 per year, including travel time.
3. Relationship Created. Under all circumstances, the Contractor is not an employee of City for any purpose whatsoever but is an independent contractor. City is interested only in the proper performance of the Services by the Contractor. City will oversee provision of Services, and Services may sometimes include office hours, attendance at meetings and other activities customarily associated with operation of a planning and zoning function in a Michigan Municipality. City will make all pertinent electronic, paper and technology available to contractor at no extra expense as it would for a full-time staff member.
4. Expenses and Taxes. Contractor shall provide and be responsible for all reasonable and necessary expenses in fulfilling the obligations under this Agreement. City will not reimburse Contractor for any expenses, excepting mileage incurred at the current IRS rate. Contractor agrees that City shall neither withhold any income taxes or FICA contributions from any fees which might be owed to Contractor, nor make any FICA contributions on behalf of Contractor, nor make any contributions for FUTA, applicable state employment taxes relating to unemployment compensation or applicable state worker's disability compensation.
5. Contractor at Will. Contractor understands that the services provided to City shall be at the will of City and that the services may be terminated at any time by either party with or without cause.
6. Term. The term is from January 1, 2013 to December 31 2013. Agreement may be extended for up to three consecutive one year periods upon written confirmation by City and Township Managers.
7. Insurance Matters. Contractor represents and warrants to City that they are adequately insured for liability, casualty, and property loss under applicable law, as well as in accordance with reasonable customs and practices, for the performance of the Services. City shall not provide coverage under any worker's disability compensation insurance plan for any accident or injury arising in or out of the course of this Agreement and City shall not provide coverage under any unemployment compensation insurance plan, or for unemployment benefits either during or after the term of this Agreement.

8. Indemnification by Contractor. Contractor shall indemnify and hold City harmless against all claims made by Contractor or otherwise by reason of any misrepresentations, promises, or false statements made by Contractor. In addition, Contractor shall reimburse the City on demand for any payment made by the City with respect to any claim for damages by reason of any such misrepresentations, promises or false statements, including reasonable attorney's fees, or other defense costs and all out-of-pocket expenses of City.

9. Indemnification by City. Provided the Contractor has acted in good faith and has not made any misrepresentation, false statements or promises that are inconsistent with City policies or procedures, the City shall hold the Contractor (defined for purposes of this paragraph to include its officers and employees) harmless from, indemnify the Contractor for and defend the Contractor against any claims, causes of action, or lawsuits arising from the services performed by the Contractor pursuant to this Agreement.

10. Miscellaneous. This is the entire agreement of the parties and supersedes any prior agreement. This Agreement can only be modified in writing signed by both parties. The Agreement replaces and supersedes any prior agreements which may have existed between the parties, whether oral or written. Captions appearing at the beginning of each section hereof or within sections are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance. In this Agreement, words used in the singular shall include the plural, and the words used in the plural shall include the singular. The use of pronouns or other terms referring to the male gender shall include the female and/or neuter gender, and use of pronouns or other terms referring to the female gender shall include the male gender. Reference to any person or entity herein is presumed by any designation of such person or equity. The word "person" includes a firm, association, partnership, joint venture, corporation, trust or equivalent entity or a combination of them as well as a natural person. No terms or provisions of this Agreement shall be deemed waived by the City and no breach excused by the same, unless the waiver or consent is in writing, signed by the City. If any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall not be affected thereby and may be modified by a court of competent jurisdiction; regardless, the Agreement shall remain in force and effect, and shall continue to govern the relationship between and among the parties. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be construed in accordance with the internal laws of the State of Michigan, excluding any applicable conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above provided.

CITY OF GRAND HAVEN

SPRING LAKE TOWNSHIP

By: Jeri McCall
Its: Mayor

By: J.P. Dad
Its: Supervisor

By: Linda L. Broward
Its: City Clerk

By: [Signature]
Its: Clerk

CONTRACT # 3515

CUJNJIL APPV. DATE 12-16-13

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this 18th day of November, 2013, (the "Agreement") is made by and between **THE VILLAGE OF SPRING LAKE**, a Michigan Municipal Corporation (the "Village"), whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 and **CITY OF GRAND HAVEN** (the "Contractor") of 519 Washington Avenue, Grand Haven, Michigan, 49417.

1. General Agreement. Village agrees to hire Contractor and Contractor agrees to be retained by Village as an independent contractor to perform services related to the Village's planning and zoning services described in Exhibit A (the "Services") as part of a collaborative planning and zoning opportunity. The City of Grand Haven will provide planning services and oversight for zoning services. It is understood that the Contractor will sub-contract zoning services to Spring Lake Township for the same term.

2. Payment for Services. Village agrees to pay and Contractor agrees to accept payment for the Services at a rate of \$30,000 per year, including travel time.

3. Relationship Created. Under all circumstances, the Contractor is not an employee of Village for any purpose whatsoever but is an independent contractor. Village is interested only in the proper performance of the Services by the Contractor, who shall have sole control of the manner and means of performance under this Agreement; yet, the Village will make all pertinent electronic, paper and technology available to contractor at no extra expense as it would for a full-time staff member.

4. Expenses and Taxes. Contractor shall provide and be responsible for all reasonable and necessary expenses in fulfilling the obligations under this Agreement. Village will not reimburse Contractor for any expenses, excepting mileage incurred at the current IRS rate. Contractor agrees that Village shall neither withhold any income taxes or FICA contributions from any fees which might be owed to Contractor, nor make any FICA contributions on behalf of Contractor, nor make any contributions for FUTA, applicable state employment taxes relating to unemployment compensation or applicable state worker's disability compensation.

5. Contractor at Will. Contractor understands that the services provided to Village shall be at the will of Village and that the services may be terminated at any time by either party with or without cause.

6. Term. The term is from January 1, 2013 to December 31 2013. Agreement may be extended for up to three consecutive one year periods upon written confirmation by City and Village Managers.

November 2014
November 2015

statements, including reasonable attorney's fees, or other defense costs and all out-of-pocket expenses of Village.

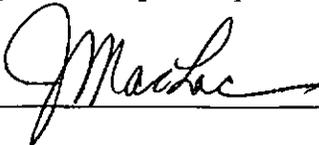
9. Indemnification by Village. Provided the Contractor has acted in good faith and has not made any misrepresentation, false statements or promises that are inconsistent with Village policies or procedures, the Village shall hold the Contractor (defined for purposes of this paragraph to include its officers and employees) harmless from, indemnify the Contractor for and defend the Contractor against any claims, causes of action, or lawsuits arising from the services performed by the Contractor pursuant to this Agreement.

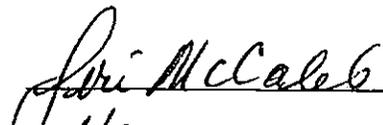
10. Miscellaneous. This is the entire agreement of the parties and supersedes any prior agreement. This Agreement can only be modified in writing signed by both parties. The Agreement replaces and supersedes any prior agreements which may have existed between the parties, whether oral or written. Captions appearing at the beginning of each section hereof or within sections are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance. In this Agreement, words used in the singular shall include the plural, and the words used in the plural shall include the singular. The use of pronouns or other terms referring to the male gender shall include the female and/or neuter gender, and use of pronouns or other terms referring to the female gender shall include the male gender. Reference to any person or entity herein is presumed by any designation of such person or equity. The word "person" includes a firm, association, partnership, joint venture, corporation, trust or equivalent entity or a combination of them as well as a natural person. No terms or provisions of this Agreement shall be deemed waived by the Village and no breach excused by the same, unless the waiver or consent is in writing, signed by the Village. If any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall not be affected thereby and may be modified by a court of competent jurisdiction; regardless, the Agreement shall remain in force and effect, and shall continue to govern the relationship between and among the parties. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be construed in accordance with the internal laws of the State of Michigan, excluding any applicable conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above provided.

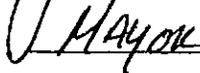
VILLAGE OF SPRING LAKE
A Michigan Municipal Corporation

CITY OF GRAND HAVEN
A Michigan Municipal Corporation

By: 

By: 

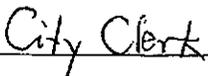
Its: President

Its: 

By: 

By: 

Its: Clerk

Its: 



November 11, 2014

Sent via Email & US Mail

Ms. Christine Burns
Village of Spring Lake
102 W. Savidge
Spring Lake, MI 49456

Re: Request for Proposal – Village of Spring Lake Wetland Mitigation Areas
Wetland Mitigation Design, Construction Observation and Monitoring

Dear Ms. Burns:

Thank you for the opportunity to submit the following proposal to provide consulting services for the above-referenced project.

SERVICES

Wetland Mitigation Design

Peterson Environmental, in conjunction with the client's engineer, will prepare a design to address the problems noted with the existing wetland mitigation areas. The client's engineer will provide engineering and CAD support to bring the conceptual design to a completed plan. Peterson Environmental will prepare specifications and descriptions, pursuant to the conditions and requirements set forth by the U.S. Army Corps of Engineers (Corps). The plans will include, as deemed necessary, wetland plantings, an appropriate seed mix, and specifications. Any necessary bid documents will be prepared and supplied by the client's engineer.

Peterson Environmental will meet with the Corps representative on one occasion to review the proposed design adjustments to the existing wetland mitigation areas. Written approval of the proposed design will be obtained from the Corps.

Construction Observation

Peterson Environmental will provide construction observation services of the mitigation areas on 5 occasions for observation of rough grading, finish grading, and plant material installation, as

PO Box 262
Spring Lake, Michigan 49456
Office: 616.844.2441 ~ Cell: 616.402.7592
www.petersonenviro.com

well as, attend up to 2 meetings (a pre-construction meeting is mandatory) for coordination of construction activities. Peterson Environmental will provide observation services during construction for clarification of design and construction documents to ensure implementation of contract specifications, and/or necessary adjustments to design during construction. Peterson Environmental will, at the client's request, provide written documentation of the observations. It is our understanding the client and/or the client's engineer will be responsible for on-site supervision of daily construction activities.

The construction of the wetland mitigation areas may involve known or unknown site-specific constraints that may adversely affect or limit the success of the design. Field adjustments may be necessary to the contract documents to realize the intent of the project.

Wetland Mitigation Monitoring

Peterson Environmental will conduct the required yearly monitoring of the mitigation areas for a period of 4 years and provide a report documenting the results of the monitoring. The monitoring report will meet Corps requirements as specified in the permit. This includes photographs of the area, a summary of water quality and hydrology, and evaluation of the plant community development, wildlife habitat and use. Upon completion of this report the client shall be provided with a draft copy of the report for review and will be notified of conditions that may affect the successful establishment of the mitigation area. Upon client approval of the draft report, a finalized copy will be forwarded to the Corps.

ADDITIONAL SERVICES

Any services beyond those describe above shall be considered Additional Services. Additional Services, including any expenses associated with these additional services, shall be compensated at the hourly rate listed including mileage charges. For example, attending any meetings beyond those meetings referenced above and/or preparing any documents beyond those describe above are considered Additional Services.

REMUNERATION

The client shall compensate Peterson Environmental for the Services described above for all hours worked (including travel time) at an hourly rate of \$125. A cost estimate of \$3,000 for Wetland Mitigation Design, \$2,800 for Construction Observation and \$2,500 per year (\$10,000 total if all years are required) for Wetland Mitigation Monitoring. Reimbursable expenses are not included in the cost estimate described above. The client shall, in addition to payment for the Services, provide reimbursement for expenses incurred as a result of the project. Mileage charges shall be \$0.70 per mile. A budget of \$1,000 in expenses is estimated for this project. Any agency application fees and expenses shall be the responsibility of the client.

Peterson Environmental will initiate the Services described above immediately upon receipt of a client-signed copy of this proposal.

Payment of fees does not guarantee agency issuance of any regulatory agency permits, or site plan approvals for which application may be made.

Payments for services shall be made monthly upon receipt of invoice. A financial charge of 1% monthly shall be applied to any balances that are unpaid after 60 days. Peterson Environmental shall have the right to suspend work on a project, if payment has not been received in 60 days.

CONDITIONS OF AGREEMENT

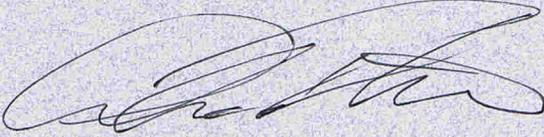
Please be advised the information provided by Peterson Environmental regarding wetland boundaries is an estimate of the wetland boundary. The ultimate decision on wetland boundary locations and jurisdiction thereof rests with the Michigan Department of Environmental Quality, and, in some cases, the U.S. Army Corps of Engineers. As a result, there may be adjustments to boundaries based upon review of a regulatory agency. An agency determination can vary, depending on various factors. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels or other events. Any of these factors or others can change the nature and extent of wetlands on the site. Wetland evaluations performed outside the growing season from late-October until late-April may not be consistent with the official MDEQ wetland assessment and therefore are subject to increased potential for change than those performed during the growing season.

This proposal remains in effect for a period of sixty (60) days. If accepted within this period, it shall become the agreement signed by the other. This agreement shall not be enforceable by either party until each party has in its possession a copy of this agreement signed by the other. The information, surveys, documents and all services furnished by the client or others retained by the client shall be provided at the client's expense; the client warrants the accuracy of such information and shall indemnify and hold Peterson Environmental harmless from all expenses, claims and/or liability resulting from the use of such information. The liability of Peterson Environmental under terms of this agreement shall be limited to the estimated fee. The client may terminate or suspend services under this agreement at any time upon paying all sums due. The information contained in this proposal may be proprietary and shall not be disclosed to any parties outside of the client's staff or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the client shall have the right to duplicate, use, or disclose the information to the extent provided through a written agreement with Peterson Environmental. This agreement shall be governed exclusively by the laws applicable to the State of Michigan.

This document is an agreement between Peterson Environmental and Village of Spring Lake. Please indicate your acceptance of the Basic Services by signing in the space provided below and returning a signed copy for our files.

Thank you for the opportunity to work with you on this project. If you have any questions, please contact me at your convenience.

Sincerely,



Peterson Environmental, LLC
Adrienne Peterson

AUTHORIZED REPRESENTATIVE: **Village of Spring Lake**

_____ Date _____

VILLAGE OF SPRING LAKE



PERSONNEL POLICIES AND PROCEDURES MANUAL

Originally Adopted: 16 July 2001
Revised and Adopted: 10 April 2014

Christine Burns, Village Manager



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ATTACHMENT A: Job Descriptions

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- A2 Village Clerk/Treasurer
- A3 Community Services Director
- A4 Assistant to the Village Manager
- A5 Administrative Assistant—Part Time
- A6 Administrative Aide—Part Time
- A7 Department of Public Works Foreman
- A8 Department of Public Works Operator
- A9 Department of Public Works Operator I
- A10 Department of Public Works Seasonal Operator
- A11 Village of Spring Lake/City of Ferrysburg Police Chief
- A12 Sergeant
- A13 Detective/School Officer
- A14 Patrol Officer
- A15 Police Administrative Assistance
- A16 Receptionist/Cashier/Administrative Assistant

ATTACHMENT B: Accommodation Request

ATTACHMENT C: Health and Prescription Insurance Summary of Benefits

ATTACHMENT D: Dental Insurance Summary of Benefits

ATTACHMENT E Life Insurance Summary of Benefits

ATTACHMENT F: Disability Insurance Summary of Benefits



1.0 INTRODUCTION

1.1 Applicability

This Personnel Policies and Procedures Manual (“Manual”) is applicable to all employees of the Village of Spring Lake (“Village”), except as otherwise noted.

1.2 Purpose

The purpose of this Manual is to establish personnel policies and procedures pertaining to the orderly and efficient operation of the Village. This Manual ensures that recruitment, employment, retention, and separation of Village employees are based upon clearly stated policies and procedures, and are in compliance with Federal and State laws.

This Manual does not create an employment contract or an implied employment contract. This Manual is not expected or intended to create any specific right of employment for any specific duration. The Village reserves the right, consistent with these policies and law, to manage itself and to direct its work force as determined by the Village Manager and the Village Council. The Village further reserves the right to change these policies in this Manual at any time when, in the sole judgment of the Village, it is necessary to do so.

1.3 Scope

These policies shall apply to all Village full-time, part-time, seasonal/temporary, and probationary employees, except where specifically noted. These policies shall not apply to elected officials.

Where provisions of this Manual differ from the provisions of a written agreement between the Village and the employee, the provisions of the written agreement shall supersede the provisions of the Manual for that employee. All other provisions of this Manual shall apply to that employee.

In the event of a conflict between the provisions of this Manual and any Federal or State law, the provisions of the Federal or State law shall prevail.

1.4 Revision

The Village believes wholeheartedly in the policies and procedures described in this Manual. Nevertheless, the Village may alter, modify, amend, or terminate these policies and procedures with or without notice. These policies and procedures may be changed only by adoption of a written change by the Village Council.

After the adoption of a written change by the Village Council, the Village Clerk/Treasurer shall immediately revise the applicable page(s) of this Manual and shall distribute the revised page(s) with instructions to each employee to update the employee’s copy of the Manual.



1.5 Authority

This Manual shall take effect immediately upon adoption by the Village Council.

1.6 Administrative Responsibility

The Village Manager shall be responsible for the administration of this Manual and shall serve as personnel director for the Village. The Village Manager may delegate such administrative duties as the Village Manager determines to another employee who is qualified to carry out those duties.

1.7 Distribution of Manual

Each employee shall be given a copy of this Manual and a copy of any revision of this Manual. Each employee shall sign a form acknowledging receipt of this Manual and any revision of this Manual. Signed acknowledgment forms shall be retained in the employee's personnel file.

Each member of the Village Council and the Village Attorney shall be given a copy of this Manual and a copy of any revision of this Manual.



2.0 SERVICE THEME AND ORGANIZATIONAL VALUES

2.1 Service Theme

The Village seeks to maintain a high quality of life for its citizens by providing public services in a friendly, effective, and efficient manner to its residents and businesses.

2.2 Organizational Values

The Village values its people. Its employees, residents, and businesses ultimately determine the level of success and distinction the Village can achieve.

The Village believes that, ordinarily, decisions and actions should result in the greatest good for the greatest number of people. However, individual rights and minority interests must also be protected.

The Village believes that frequent and honest communication will foster an open environment of ideas, employee confidence, and productivity.

The Village believes that creating an organizational environment where change and innovation are encouraged will allow the Village to remain competitive in an ever-changing environment.

The Village believes that the delivery of public services and enforcement of local ordinances must be done in a fair and equitable manner.

The Village believes that its citizens and businesses deserve to have a local government that treats them with respect and dignity.

The Village believes that investing in the community and managing expenses wisely will result in a high quality of life and a reasonable level of taxation for residents and businesses today and into the future.



3.0 EMPLOYMENT POLICIES

3.1 Recruitment and Selection Policy

The primary objective of the Village's recruitment and selection program is to employ the applicant best suited for each vacancy on the basis of qualifications for the position without regard to race, color, national origin, sex, age, height, weight, marital status, veteran status, religion, or handicap unrelated to the ability to perform the essential requirements of the job. The Village is an Equal Opportunity Employer.

3.2 Size of the Work Force

The Village Council is responsible for the creation and elimination of all positions consistent with needs and budgetary limitations based upon the recommendations of the Village Manager. The Village Manager is responsible for initiating layoffs and ordering recalls, consistent with the wishes of the Village Council.

3.3 Recruitment

The Village Manager, with the assistance of the affected supervisor, shall be responsible for the recruitment of all Village personnel, consistent with the Village's selection policy. In order to attract qualified applicants for full-time and part-time openings, the following procedures may be utilized, in the discretion of the Village.

- A. There will be an in-house posting of the position and current employees will have the opportunity to apply.
- B. If two suitable applicants are not found among the current employees who are interested in the position pursuant to Section 3.14, Promotion From Within, the vacant position shall be posted on the public bulletin board in the Village Hall and published in the local newspaper.
- C. Recruitment of other persons from the public or private sector may be accomplished by any other reasonable means of attracting a qualified candidate.

The listing of the means above is not intended to impose a requirement upon the Village Manager to follow each and every means listed.

Qualified applicants should fit the criteria established for the particular positions as detailed by the applicable Job Descriptions. The Village Manager and the Village supervisors should review Job Descriptions for Village employees to ensure that the knowledge, skills, abilities, and other qualifications required for particular jobs keep pace with the changing work environment and the needs of the Village. Job Descriptions are included as Attachment A.



3.4 Equal Employment Opportunity Policy

The Village's Equal Employment Opportunity and Affirmative Action program is designed to ensure adequate employment opportunities for employees and citizens. The Village is committed to prohibiting illegal discrimination in employment on the basis of race, color, sex, age, religion, national origin, height, weight, marital status, veteran status, or the presence of any sensory, mental, or physical disability unless such disability effectively prevents the performance of the essential duties required of the position. To this end, race, color, religion, national origin, sex, age, disability, height, weight, marital status, veteran status, or other factors not pertinent to job performance will not be considered by the Village in recruitment, examination, appointment, training, promotion, retention, salary determination or other conditions of employment except in cases which legally constitute a bona fide occupational qualification.

The Village Manager shall serve as the designated Equal Employment Opportunity (EEO) Officer with primary responsibility for staying abreast of Federal, State, County, and Village EEO regulations and guidelines, informing elected officials of changes and trends and developing programs at all levels.

Any complaints or charges of employment discrimination made by employees to their supervisor should be referred immediately to the EEO Officer. Supervisors, department heads, and elected officials are responsible for being aware of current legal and regulatory developments and for knowing in detail the Village's EEO Program.

Equal Employment Opportunity Practices

The Village Manager shall undertake the following actions to assure equal employment opportunities in the Village.

- A. Periodically review all position qualifications and job descriptions to ensure requirements are relevant to the tasks to be performed. Make recommendations as needed to delete requirements not reasonably related to the tasks to be performed.

Pre-employment inquiries shall be in accordance with applicable State and Federal laws and only information specifically related to occupational standards shall be asked.

Unless it can be established that jobs can only be performed by one sex or by a specifically aged person or by a person with specific physical characteristics, these questions shall not be considered during the pre-employment, hiring, or promotion process.



- B. Assure that pay and fringe benefits depend upon job responsibility and, along with overtime work, are administered on a non-discriminatory basis.
- C. Inform and provide guidance to staff and management personnel who make hiring decisions so that all recommendations for hiring, promotion, and termination, including those of minorities and women, are considered without discrimination and are given equal opportunity.
- D. Create a pool of qualified candidates to encourage diversity and ensure equal employment opportunity in hiring. The practices described in Section 3.3 will be followed under the EEO Officer's direction.
- E. Should an employee of the Village have a complaint of alleged discrimination, the employee shall file a written complaint with the Village Manager. If the complaint is against the Village Manager, then the employee shall file a written complaint with the Village President. At the time a complainant is advised of a determination regarding the complaint, the complainant is also advised of the process to appeal the determination.

3.5 Title VII (Civil Rights Act of 1964) Policy Statement

The Village assures that no person shall, on the grounds of race, color, national origin, or sex as provided by Title VII of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), and any other applicable law, be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Village further assures every effort will be made to ensure nondiscrimination in all of its committees, programs, and activities, regardless of the funding source.

The Village will include Title VII language in all written agreements and bid notices and will monitor compliance.

The Village Manager will be responsible for initiating and monitoring Title VII activities, and all other responsibilities as required.

3.6 Terms of Employment

The provisions contained in this Manual supersede any and all contrary representations that have been made either by the Village or Village employees. No employee, supervisor, or other person, except the Village Manager in a writing signed by the Village Manager and authorized by the Village Council, has the authority to enter into any employment agreement on behalf of the Village for any specified period of time, pursuant to any particular conditions, or to make any agreement contrary to the terms expressed in this Manual.



The Village is an at-will employer. This means that the employment relationship is for an indefinite period of time and can be terminated at any time, with or without cause and with or without notice by either the Village or the employee.

3.7 Employment Status

Regular, Full-Time: An employee who is hired to work on a regular, rather than a temporary, basis and who works an average of 40 hours or more each week, over a period of 52 consecutive weeks, is considered to be full-time and is eligible to receive fringe benefits subject to applicable eligibility requirements and limitations placed upon probationary employees.

Regular, Part-Time: An employee who is hired to work on a regular, rather than a temporary, basis and who averages fewer than 40 hours per week, over a period of 52 consecutive weeks, is considered to be a part-time employee and is not eligible for fringe benefits except as specifically described in the Benefits Section of this Manual.

Temporary or Seasonal: An employee who is hired to work only on a project basis or for a specified period of time is considered to be temporary or seasonal. Temporary or seasonal employees are not eligible to receive benefits.

Probationary: All new employees, be they regular full-time, regular part-time, or temporary or seasonal, are considered probationary for the first 12 months of employment.

General: An individual employed by the Village, excluding unionized police officers and part-time employees, who is compensated by the Village on an hourly, as opposed to a salaried, basis. Included in this category are non-salary, sworn police officers not unionized and therefore covered by this Manual rather than a collective bargaining agreement.

3.8 Probationary Period

A Village employee's first 12 months of employment with the Village are considered to be a period of probation.

The probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. Village employees will receive additional training during this time, and employees should not be hesitant about asking questions to help them better understand their jobs, policies, procedures, and, most importantly, the goals of the Village.

During the established probationary period, the Village reserves the right to terminate the probationary employee's service for any reason or for no reason. If an employee is unable to perform the work, the person should generally be terminated as early as possible. Rejected probationers shall be notified of such action in writing by the Village Manager or the supervisor



at any time during the probationary period and a copy of that notification shall be retained in the personnel files.

At the end of the probation period, the employee is formally evaluated and provided written documentation of progress. It is also expected that informal evaluations will be conducted during the course of the probation period to assess performance and to advise employees of expectations regarding performance. These evaluations provide the necessary justification for retention of the person as a regular employee.

Under unusual circumstances, the probationary period may be extended. This is only after an evaluation of the situation, the employee's abilities, and the employee's demonstrated potential. Probation extension is done only upon recommendation of the supervisor and the approval of the Village Manager.

Upon successful completion of the probationary period, the employee shall be informed that regular employee status has been achieved. This will be accomplished by the appropriate supervisor with the approval of the Village Manager. Completion of the probationary period does not give the employee any job-continuation rights; the Village shall be and remain an at-will employer.

When an employee first becomes a regular, full-time staff member, the employee becomes eligible for appropriate leaves retroactive to the beginning date of employment.

3.9 Promotion Probationary Period

A promotion shall include a 12 month probationary period.

The promotion probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. Village employees will receive additional training during this time, and employees should not be hesitant about asking questions to help them better understand their jobs, policies, procedures, and, most importantly, the goals of the Village.

During the established promotion probationary period, the Village reserves the right to terminate the probationary employee's service in the promoted position for any reason or for no reason. If an employee is unable to perform the work, the person should generally be terminated as early as possible. Rejected probationers shall be notified of such action in writing by the Village Manager or the supervisor at any time during the promotional probationary period and a copy of that notification shall be retained in the personnel files.

In the event of termination of an unsuccessful probationary period, the employee may, subject to the Village's discretion, have the right to return to the original position. Nothing herein



guarantees this right if termination of employment is for disciplinary action pertaining to criminal wrongdoing or for violations of this Manual.

At the end of the probation period, the employee is formally evaluated and provided written documentation of progress. It is also expected that informal evaluations will be conducted during the course of the probation period to assess performance and to advise employees of expectations regarding performance.

Under unusual circumstances, the probationary period may be extended. This is only after an evaluation of the situation, the employee's abilities, and the employee's demonstrated potential. Probation extension is done only upon recommendation of the supervisor and the approval of the Village Manager.

3.10 Americans With Disabilities Act (ADA) Policy

The Village does not discriminate on the basis of disability unrelated to performance in employment or the provision of services. It is the intent of the Village to give disabled persons equal opportunity to participate in or enjoy the benefits of Village services, programs, or activities and to allow disabled employees a bias-free work environment. The Village, upon request, will provide reasonable accommodation in compliance with the Americans With Disabilities Act.

The Village is committed to creating an environment in which facilities for public meetings and general public use are reasonably accessible. Furthermore, the Village will provide auxiliary aids and services (interpreters, readers, assisted listening devices, text telephones, large print materials, audio tape, help in filling out forms, and other similar services and actions) if necessary and if such reasonable accommodations can be provided without undue hardship to the Village. Disabled persons may request the auxiliary aids and services of their choice, which will be given primary consideration. Notice of accessibility will be included in Village publicity announcements.

The Village has a commitment to ensure equal opportunities for disabled Village employees. Reasonable efforts will be made to provide an accessible work environment and additional accommodations, including auxiliary aids and services. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such a manner as to not promote discrimination of disabled employees.

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not unlawfully discriminate on the basis of disability. Reasonable accommodations will be provided upon request during an application/interview process.



The Village is also committed to ensure equal opportunity for disabled persons to participate on boards and commissions. Board and commission meetings will be held in accessible locations. Reasonable requested auxiliary aids and accommodations will be provided during the selection process of board and commission members. Through the recruitment process, the Village will actively seek and invite the participation of board and commission members who are disabled.

All future construction and renovation of Village-owned buildings and facilities will be carried out in accordance with State Barrier-Free Code regulations and ADA Accessibility Guidelines (ADAAG).

In the event citizens, employees, or other participants in the Village's programs, services and activities feel the Village has violated their rights under the ADA, this policy provides a grievance procedure for handling such complaints.

Village staff shall be trained to ensure that disabled persons may participate in and benefit from Village programs, services, and activities.

Accommodation Request Notice

Consistent with the requirements of Act 121 of the Public Acts of 1990, as amended, all job applicants and all employees are given notice that if they believe that the Village has failed to accommodate them as handicappers in accordance with the provisions of Act 121 of the Public Acts of 1990, they must notify the Village in writing of the need for accommodation within 182 days after the date they knew or reasonably should have known that accommodation was needed by them to perform a job which they hold or seek.

An accommodation request form is attached as Attachment B for applicants and employees to complete and thereby request accommodation from the Village for their handicap.

Any written notification submitted by them to the Village should be directed to the following individual at the following address:

Village Manager
Village of Spring Lake
102 West Savidge Street
Spring Lake, MI 49456.

Any person with questions regarding this notice shall contact the above referenced individual.

ADA Grievance Procedure

The Village adopts the following internal grievance procedure which provides for prompt and equitable resolution of complaints alleging any action prohibited by the Equal Employment



Opportunity Commission (EEOC) regulations implementing Title I of the ADA and the U.S. Department of Justice regulations implementing Title II of the ADA. Title I of the ADA states that “no covered entity shall discriminate against a qualified individual because of the disability of such individual in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.” Title II of the ADA states that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity or be subjected to discrimination by any such entity.”

Complaints should be addressed to:

Village Manager
Village of Spring Lake,
102 West Savidge Street,
Spring Lake, MI 49456.

Alternatively, complaints may be called in to the Village Manager at (616) 842-1393. The Village Manager has been designated to coordinate ADA compliance efforts (the ADA Coordinator). The Village Manager shall maintain the files and records of the Village relating to the complaints filed and ensuing investigations.

- A. A complaint may be filed either in writing or verbally. It shall consist of the name and address of the person filing it, or on whose behalf it is filed, and a brief description of the alleged violation of the ADA regulations. A complaint shall be filed within 182 calendar days after the complainant becomes aware or reasonably should have become aware of the alleged violation.
- B. An investigation, as may be appropriate, shall follow a filing of complaint. The ADA Coordinator, or the designee of the ADA Coordinator, shall commence an investigation within 10 calendar days following the filing of the complaint. The investigation will be informal but thorough, affording all interested persons and their representatives, if any, an opportunity to submit information relevant to such investigations.
- C. The Village Manager shall issue, in writing, a determination as to the validity of the complaint and a resolution of the complaint, if any. A written copy of the determination and resolution, if any, shall be mailed to the complainant within 30 calendar days following the filing of the complaint.



- D. The complainant may request a reconsideration of the determination of the Village Manager in instances where the complainant is dissatisfied with the resolution. The request for reconsideration shall be made within 30 calendar days following the date the complainant receives the determination of the Village Manager. The request for reconsideration shall be made to the Village Manager, Village of Spring Lake, 102 West Savidge Street, Spring Lake, MI 49456, or by calling the Village Manager at (616) 842-1393. The Village Manager shall review the records of the complaint and may conduct further investigations when necessary to obtain additional relevant information. The Village Manager shall issue the decision on the request for reconsideration within twenty (20) calendar days of the filing of the request for reconsideration. A copy of the reconsideration decision shall be mailed to the complainant.
- E. The complainant may request further reconsideration of the determination of the Village Manager in instances where the complainant is dissatisfied with the reconsideration decision of the Village Manager. The request for further reconsideration should be made within 10 calendar days following the date the complainant receives the reconsideration determination of the Village Manager. The request for further reconsideration shall be made to the Village Council through the Village Clerk/Treasurer, Village of Spring Lake, 102 West Savidge Street, Spring Lake, MI 49456, or by calling the Village Clerk/Treasurer at (616) 842-1393. The Village Council shall review the records of the complaint and may conduct further investigations when necessary to obtain additional relevant information and shall issue its decision within 30 calendar days of the filing of the request for further reconsideration. A copy of the decision shall be mailed to the complainant. The decision of the Village Council is final.
- F. The complainant's right to a prompt and equitable resolution of the complaint shall not be impaired by the complainant's pursuit of other remedies, such as the filing of a complaint with the U.S. Department of Justice or any other appropriate federal agency. Furthermore, the filing of a lawsuit in state or federal district court can occur at any time. The use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- G. These procedures shall be construed to: 1) protect the substantive rights of interested persons, 2) meet appropriate due process standards, and 3) comply with the ADA and implementing regulations.

3.11 Pre-Employment Physicals

Applicants who have received and accepted a conditional job offer with the Village shall be required to have a pre-employment examination given by a physician designated by the Village.



The medical examination, given at the expense of the Village, will determine whether or not the prospective employee is able, with or without reasonable accommodations, to perform the essential functions of the offered job without posing a direct threat to the health or safety of individuals in the work place. The physician designated by the Village will determine if the prospective employee is physically capable of performing the job for which the person has applied. The medical examination will also serve to document the prospective employee's current physical condition.

Drug testing may be required in accordance with applicable regulations. The expense for this testing will be the responsibility of the Village.

3.12 Open Door Policy

It is the Village's desire to provide good working conditions and maintain harmonious working relationships among employees as well as between employees and management. In order to correct any work related problems, the Village must be fully informed about them. Therefore, the Village has an open door problem-solving policy.

Employees are encouraged to discuss concerns or suggestions with their supervisor. Employees of the Spring Lake/Ferrysburg Police Department, for instance, are encouraged to refer questions and concerns to the Chief of Police prior to contacting the Village Manager. However, employees who believe that the supervisor has not or cannot adequately address the situation are encouraged to discuss the problem with the Village Manager. This procedure is not intended to prohibit the direct discussions staff has always had with the Village Manager on an informal basis.

3.13 Employee Safety and Health

The Village is committed to protecting the safety and health of every employee. However, the responsibility for maintaining a safe and healthy working environment is not just that of the Village. Every employee has a responsibility to comply with all safety rules and programs established by the Village. Employees are also expected to report to their supervisor or the Village Manager any conditions that may be unsafe or unhealthy.

The Village will comply with all Federal and State safety and environmental regulations. Some of these regulations specify and require certain protective equipment. The Right-to Know Act entitles an employee to information concerning the chemical composition of hazardous substances used in and around the employee's job. The Material Safety Data Sheet (MSDS) binder detailing this information is located at the reception desk in the Village Manager's Office.



3.14 Promotion From Within

Internal promotions are beneficial. Competition for the best person to promote is beneficial. The Village's policy is to promote from within, assuming two or more qualified candidates exist.

The Village shall advertise outside the Village staff if only one qualified candidate is perceived to exist internally. External advertising will occur also if only one perceived qualified candidate actually applies.

The Village Manager may waive this procedure in individual circumstances if deemed overall more beneficial to the citizens of the Village.

3.15 Nepotism

It is the goal of the Village to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts, or management disruptions exists. The Village may allow existing personal relationships to be maintained or employ individuals with personal relationships to current employees under the following circumstances:

- Individuals with a relationship to each other may not work under the supervision of the same manager;
- They may not create a supervisor/subordinate relationship with each other;
- They may not supervise or evaluate each other;
- They may not audit or review in any manner each other's work;
- The relationship may not create an adverse impact on work productivity or performance;
- The relationship may not create an actual or perceived conflict-of-interest.

Individuals may not be employed if a member of their immediate family (spouse, child, parent, grandparent, brother, sister, step family member, in-law family member) serves on a Village board or any committee or council which has authority to review or order personnel actions or wage and salary adjustments which could affect the individuals' job.

No personal employee relationship covered by this policy will be allowed to be maintained, regardless of the positions involved, if it creates a disruption or potential disruption in the work environment, creates an actual or perceived conflict of interest, or is prohibited by any legal or regulatory mandate.

This policy must be considered when hiring, promoting, or transferring any employee. Authority is given to the Village Manager to use this policy at the Village Manager's discretion.



4.0 COMPENSATION

4.1 Compensation of Employees

The Village seeks to reasonably compensate its employees for the services they provide. From time to time, the Village will study wages, salaries, and benefits paid by other employers for comparable services, with the goal being to keep the wages, salaries, and benefits paid by the Village in line with those available in the market. However, this does not guarantee that the compensation paid by the Village will always equal or exceed the compensation available elsewhere.

Wage increases, when granted, are based upon an employee's job performance. Customer service, attendance, accuracy, quality and quantity of work, job knowledge, cooperation, initiative, and loyalty are all important factors in determining an employee's compensation for a given year. Compensation increases will be based on merit and will take into consideration the competitive market value of each position.

Each employee shall be entitled to the annual salary or hourly wage determined by the Village Council and as appropriated in the Village budget.

4.2 Standard Work Hours

For full-time employees who are not exempt from the Fair Labor Standards Act (FLSA) but are rather paid on an hourly basis, the regular work week will generally consist of eight hours per day, five days per week. However, this shall not be considered a guaranteed minimum number of hours.

- A. Office employees generally will be assigned to a work schedule of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding the non-paid hour lunch period.
- B. Department of Public Works (DPW) employees generally will be assigned to work from 7:30 a.m. to 4:00 p.m., Monday through Thursday, excluding the non-paid half-hour lunch period. DPW employees generally will work from 6:00 a.m. to 12:00 noon on Friday. This results in 38 scheduled hours, although they will be paid for 40 hours if they work all the scheduled hours, which is intended to compensate DPW employees for their on-call status.

The Village Manager may assign employees to other days and hours within the work day.

4.3 Paydays

Employees will generally be paid for the two work week period ending every other Sunday on the following Thursday before 12:00 noon. If a regularly scheduled payday coincides with a holiday, paychecks generally will be distributed the preceding work day.



4.4 Compensatory Time-Off Policy

Full-time Village employees employed on an hourly basis who are eligible for overtime pay may elect to receive either time and one-half pay or time and one-half compensatory time-off. Compensatory time off shall be earned at one and one-half hours for each hour worked as overtime. All such elections shall, however, be subject to the provisions of this policy. Further, all overtime must be approved in advance by the employee's supervisor, and all overtime for which compensatory time-off may be elected must be so designated by the Village Manager.

Election

The election of pay or compensatory time-off must be made in writing before the end of the payroll period in which it is earned. Otherwise, the Village may elect for the employee. Once the election of pay or compensatory time-off is made, it may not thereafter be changed without the expressed prior consent and approval of the Village Manager.

Advance Approval

Compensatory time-off may only be taken at times which the Village approves in advance.

Periods of Accumulation and Use

Compensatory time-off shall be earned and recorded on a fiscal year basis, July 1 through June 30. All compensatory time-off earned during a fiscal year must be taken by the end of that fiscal year. No compensatory time-off earned during a fiscal year may be carried beyond June 30. All compensatory time-off must still be taken during times approved in advance by the Village Manager. Compensatory time-off not taken by June 30 of the fiscal year in which the compensatory time-off is earned shall be paid out in cash at the next following pay day. The amount of cash shall be determined by multiplying the employee's then regular rate of pay by the amount of compensatory time-off to be paid out in cash.

Payment at Termination

Employees with accumulated and unused compensatory time-off at the termination of their employment with the Village shall be paid in cash for such time, using their final regular rate of pay to compute the amount of the payout.

4.5 Overtime Pay and Premium Pay Policy

Definitions

For purposes of this policy, unless a contrary meaning is expressly provided or necessarily implied in Section 3.7, Employment Status, the following words shall have the following meanings.

- A. Work Day: a 24 hour period from 6:00 a.m. each day to 6:00 a.m. the next day.



- B. Work Week: a seven day period from 6:00 a.m. Sunday to 6:00 a.m. the following Sunday.

- C. Holiday: a day specifically designated as such in writing by the Village, for which general employees may receive pay for unworked hours (a holiday shall begin at 6:00 a.m. on the day of the holiday and shall end at 6:00 a.m. on the following day).

Work Day Overtime

Time and one-half a general employee's regular rate of pay shall be paid for all hours worked in a work day which exceed the general employee's scheduled shift, provided such overtime is approved in advance by the general employee's supervisor, and provided such overtime is at least in excess of eight hours worked by the general employee on the work day. For example, if a general employee is scheduled to work an eight hour shift on a particular work day, the general employee shall be paid the additional amount for hours worked in excess of eight; however, if a general employee is scheduled to work a 12 hour shift on a particular work day, the general employee shall be paid the additional amount for hours worked in excess of 12. This provision applies to general employees only, unless permitted for regular part-time employees or temporary or seasonal employees on a case-by-case-basis as approved by the Village Manager.

Work Week Overtime

Time and one-half a general employee's regular rate of pay shall be paid for all hours worked in excess of 40 per work week, provided such overtime is approved in advance by the general employee's supervisor.

Premium Holiday Pay

A general employee who works on a holiday will be paid straight time for the holiday plus time and one-half for the hours worked on that holiday, provided such hours are approved in advance by the general employee's supervisor.

Training or Instructional Time

Training or instructional time shall not count as hours worked if either one of the following two subsections is applicable.

- A. Attendance is outside the general employee's regular working hours; attendance is voluntary; the training or instructional program is not directly related to the general employee's job; and the general employee does not perform any productive work during attendance at such training or instructional program.



- B. The general employee attends the training or instructional program on the general employee's own individual and voluntary initiative; attendance is outside the general employee's regular working hours; and the general employee does not perform any productive work during attendance at such training or instructional program.

Training or instructional time that counts as hours worked pursuant to subsection A or B above shall nevertheless not count toward work day overtime. Rather, such training or instructional time which counts as hours worked shall count only toward work week overtime.

Flex Time

If work week overtime is preferred as compensatory time, hour for hour, by a general employee, it may be taken within the FLSA 80 hour, two week pay period for general employees who are not police officers, and within the 171 hour, 28 day pay period for general employees who are police officers.

No Pyramiding

There shall be no pyramiding of work day and work week overtime (i.e., overtime shall not be paid on the same hours twice; rather, any work day overtime shall directly offset any work week overtime which would otherwise be due a general employee pursuant to this policy or the applicable State or Federal law). Further, there shall be no pyramiding of overtime and premium holiday pay (i.e., overtime and premium holiday pay shall not be paid on the same hours twice; rather, any premium holiday pay shall directly offset any overtime which would otherwise be due a general employee pursuant to this policy or the applicable State or Federal law).



5.0 EMPLOYMENT RECORDS

5.1 Performance Evaluation

The Village recognizes the importance of providing its employees with regular feedback regarding their job performance. Performance evaluations are intended to measure the quality and quantity of the work Village employees perform and their abilities to work with others. Evaluations should let employees know areas where improvement is needed and should help set goals for future performance. While a positive evaluation does not guarantee promotions or salary increases, Village administrators may consider employee evaluations together with the many other factors that affect those decisions.

Probationary Period

Beginning with an employee's actual date of hire, an employee's supervisor will evaluate the employee's capability to handle the job requirements of the position. Informal evaluations will be conducted periodically during the first 90 days of employment. A formal, written evaluation shall be conducted in accordance with Section 3.8 of this Manual. Based upon the employee's evaluations and other appropriate factors, the employee's probationary period may be extended. Completion of the probationary period does not give an employee any job continuation rights; the employee remains "at-will."

Annual Evaluations

Upon completion of the probationary period, an employee will receive performance evaluations annually near the end of each fiscal year. However, Police Department employees may instead be evaluated near the end of each calendar year. Performance evaluations will include an analysis of the quality and quantity of the employee's work, job knowledge, initiative, and ability to work with others. Performance evaluations will be considered in the matters of compensation and promotion together with other appropriate factors. The Village Manager or designee will review each evaluation with the employee. This provides an opportunity for the Village Manager and the employee to review accomplishments, focus attention on areas which need improvement, adjust priorities, and establish goals which will allow the employee to grow professionally. The employee will be required to sign the evaluation to acknowledge that it has been reviewed and discussed with the Village Manager or designee.

The Village Manager has the discretion to review the performance of employees more frequently than once per year. Regular and sustained feedback and communication between the employee and the Village Manager is encouraged throughout the year.

The annual evaluation is not a guarantee of employment, nor is it binding on the Village in terms of creating expectations of continued employment.



5.2 Personnel Files

Employee Access

Employees will be allowed reasonable access to their personnel files as provided under the Bullard-Plawecki Employee Right to Know Act. The employee has a right to examine the employee's personnel file or to obtain a copy of it upon a written request to the Village Manager or the employee's supervisor. If the employee wishes to examine the file, the employee may do so during normal business hours provided it does not interfere with the employee's assigned duties, or the Village Manager will make arrangements with the employee for an examination before or after work. No employee is permitted to remove any item from any personnel file. If an employee disagrees with any information, the employee must immediately notify the Village Manager. The employee may write a statement of disagreement with respect to any item in the file, which will be attached to the specific document questioned.

File Maintenance/Contents

The Village Manager is responsible for establishing and maintaining an official personnel file, containing information necessary for effective personnel administration, for each employee.

Supervisors, with the exception of the Police Chief, shall not keep separate personnel files for their employees.

Supervisors are responsible for forwarding appropriate documents to the Village Manager for inclusion in the personnel files of employees in their departments.

An employee personnel file shall include:

- A. application/resume;
- B. job description;
- C. information about whom to notify in an emergency;
- D. Federal, State, and local tax withholding authorizations;
- E. proof of citizenship form (I-9);
- F. any court-ordered withholding instructions;
- G. any voluntary withholding authorizations.

An employee personnel file shall also include, to the extent applicable:

- A. health insurance enrollment copy;
- B. dental insurance enrollment copy;
- C. disability insurance enrollment copy;
- D. life insurance enrollment copy;



- E. deferred compensation plan enrollment copy;
- F. education/training records;
- G. performance evaluations;
- H. letters of commendation/awards;
- I. written disciplinary actions;
- J. record of keys issued;
- K. any other documents applicable to the employee and properly included in a personnel file.

An employee shall advise the Village Clerk/Treasurer in writing of any changes in the employee's address, marital status, number of dependents, designated emergency contact, tax withholding status, beneficiaries, and voluntary withholding authorizations.

The Village considers as confidential all information in a personnel file except:

- A. when requested to verify information relating to job title, department, salary, and dates of employment.
- B. as otherwise provided by State or Federal law.

An employee may review the employee's personnel file in accordance with State and Federal laws.

Access to personnel files will be limited to the Village Manager, the employee's supervisor, their designee, and the individual employee, except as otherwise required by applicable law.

5.3 HIPAA (Health Insurance Portability and Accountability Act of 1996) Policy

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) promotes the confidentiality of Protected Health Information (PHI) of health care recipients by providing a patient's right to have access to or a copy of certain PHI maintained by the Village. In general, a patient has a right of access to inspect and obtain a copy of his or her PHI held by the Village, for as long as PHI is maintained. Requests for access may be submitted in writing to the Village Clerk/Treasurer.



6.0 EMPLOYEE BENEFITS

6.1 Group Insurance

The Village offers disability, life, medical, prescription, and dental insurance for regular, full-time employees, including those in the probationary period, if they choose to participate and if they meet the eligibility requirements. Employees should contact the Village Clerk/Treasurer regarding coverage and eligibility requirements. The terms of the benefit will be controlled by the applicable insurance carriers.

In the event that an employee eligible for insurance coverage is laid off, commences a leave of absence, or terminates employment with the Village, the Village shall have no obligation or liability to make any further insurance premium payment for the employee or the employee's lawful dependents. Employees may continue some insurance benefits under the provisions of COBRA ("Consolidated Omnibus Budget Reconciliation Act of 1985") by paying the total cost of the premium if they meet all other eligibility requirements. An employee and eligible dependents will be given information about continuation coverage under COBRA once they become covered under the appropriate plan. The Village shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first day of the premium month following the date of their return to work. The Village shall continue insurance premium payments for individuals on workers' compensation leaves of absence for a period of up to three months, after which time such employees may continue insurance benefits pursuant to COBRA to the extent they are eligible and COBRA is applicable.

Health and Prescription Insurance

For a detailed description of benefits, employees should refer to the Certificate of Medical Coverage. A summary of benefits is included as Attachment C. The Village will pay its share of the premiums for eligible employees and their eligible dependents. Eligible employees pay 15 percent of the applicable premium; this will be increased to 20 percent effective July 1, 2014.

Dental Insurance

A summary of benefits is included as Attachment D. The Village will pay the premiums for eligible employees and their eligible dependents.

Life Insurance

The Village provides life insurance coverage for regular, full-time employees at the rate of one times an employee's annual salary up to \$50,000.00. A summary of benefits is included as Attachment E. The Village will pay the premiums for eligible employees.

Medicare and Social Security Benefits

All non-police personnel must participate in Social Security and Medicare according to federal law. Therefore, the Village will deduct from each covered employee's wages and will contribute



on behalf of each covered employee, matching contributions to the Social Security and Medicare programs on behalf of each covered employee.

Long-Term Disability Insurance

The Village offers full-time, regular employees long-term disability insurance. The Village will pay the premiums for eligible employees. Disability insurance partially compensates an employee for wages lost during a disability that is not a workers' compensation injury or illness. An employee must be out of work for a certain period of time (the elimination period) before the disability insurance becomes effective. Accumulated, unused vacation or sick time may be used to cover at least part of the elimination period. A summary of benefits is included as Attachment F.

6.2 Group Health and Dental Insurance Participation Waiver

In General

Employees who are eligible to participate in either the group health or the group dental insurance or both (the "group plans") may elect in writing to waive their participation in either or both.

If an employee who is eligible to participate in either or both of the group plans declined in writing to so participate in either or both, the spouse and dependents of that employee shall not be eligible to participate in the group plan or group plans in which the employee has elected to not participate.

Premium Payments Saved

Near or after the end of the Village's fiscal year, the Village shall determine the amount of the premium payments saved by the Village during that fiscal year pursuant to an eligible employee's written decision to decline coverage in either of both of the group plans (i.e. the "Premium Payments Saved"). The Premium Payment Saved by the Village shall include the premium payments which the Village would have made to either or both of the group plans on behalf of the eligible employee and the eligible employee's spouse and dependents, if any, had the eligible employee not declined coverage in either or both of the group plans.

An eligible employee may elect single coverage and decline spousal or family coverage thereby creating Premium Payments Saved as the difference between the single rate and the rate for the employee for which the employee would have qualified with spousal or family coverage.

Alternative Coverage

If an eligible employee provides proof of alternate health insurance coverage during any time the employee waives participation in the group health plan, or if an eligible employee provides proof of alternate dental insurance coverage during any time the employee waives participation in the group dental plan, or if an eligible employee provides proof of both alternate health and alternate



dental insurance coverage during any time the employee waives participation in the group plans, then the Village will provide an alternative benefit (i.e. the "Alternative Benefit") to the employee. An eligible employee may make only one election per Village fiscal year to receive the Alternative Benefit in lieu of participation in the group health plan, and one election per Village Fiscal year to receive the Alternative Benefit in lieu of participation in the group dental plan.

Enrollment Period

Once the eligible employee has elected to receive the Alternative Benefit in lieu of participation in the group health plan or the group dental plan, or both, the eligible employee may not decide to participate in the group health plan or the group dental plan in lieu of the Alternative Benefit except during an enrollment period. The eligible employee would then begin to participate in the group health or the group dental plan, as the case may be, as the first day of the next Village fiscal year.

Employment Termination

If any eligible employee leaves the employment of the Village before the end of the Village fiscal year for which the employee would otherwise receive an Alternative Benefit, and if the employee has not been discharged or allowed to resign in lieu of discharge, the Village shall provide the Alternative Benefit as soon as reasonably possible after the employee's Village employment ends. If the eligible employee leaving the employment of the Village chooses to receive additional paid vacation, the additional paid vacation shall be treated like any other accrued and unused paid vacation credited to the eligible employee upon leaving the employment of the Village.

Alternative Benefit

The Alternative Benefit shall consist of any of the following options selected by the eligible employee, subject to the Village's authority to reject an option selected by the employee.

- A. Additional paid vacation may be taken during times approved by the Village during the fiscal year immediately following the fiscal year in which the Village saved premium payments it would otherwise have been obligated to make for the eligible employee. The amount of vacation will vary according to the insurance participation waived by an eligible employee. Specifically, the additional paid vacation will be computed according to the following schedule.
 1. If the eligible employee waives participation in the group health plan for the entire fiscal year, the eligible employee shall be entitled to nine days of additional paid vacation.



2. If the eligible employee waives participation in the group dental plan for the entire fiscal year, the eligible employee shall be entitled to one day of additional paid vacation.
 3. If the employee waives participation in both of the group plans for the entire fiscal year, the eligible employee shall be entitled to ten days of additional paid vacation.
 4. If the eligible employee waives participation in either of the group plans or both of the group plans for a portion of the fiscal year, the eligible employee shall be entitled to a pro-rated portion of the applicable amount of additional paid according to the above schedule.
- B. An additional contribution may be made by the Village to a qualified retirement plan established by the Village under Section 457 of the Internal Revenue Code for eligible employees, including the employee in question. The additional contribution shall be made during the fiscal year in which the Village saved premium payments it would otherwise have been obligated to make for the eligible employee or as reasonably soon thereafter as the amount saved by the Village can be determined. Any such additional contribution shall be subject to all rules and regulations applicable to the qualified retirement plan. The amount of additional contribution shall be equal to 50 percent of the Premium Payments Saved by the Village pursuant to the eligible employee's election to waive participation in either or both of the group plans.
- C. An additional cash payment may be made by the Village to an eligible employee who waives participation in either of the group plans or both. The additional compensation shall be paid during the fiscal year in which the Village saved premium payments it would otherwise have been obligated to make for the eligible employee, or as reasonably soon thereafter as the amount saved by the Village can be determined. The amount of the additional compensation shall be equal to 50 percent of the Premium Payments Saved by the Village pursuant to the eligible employee's election to waive participation in either or both of the group plans.

6.3 On-the-Job Injury or Occupational Illness

If an employee sustains an injury arising out of and in the course of employment with the Village, the employee shall be entitled to evaluation and treatment as provided by the Michigan Workers' Disability Compensation Act.



Employees must report all on-the-job injuries and occupational illnesses within 24 hours to their supervisor and complete a Department of Labor “Incident Report” form, even when medical care is not sought for the injury. All forms must be submitted to the Village Clerk/Treasurer. Based upon the employee’s report, the Village Clerk/Treasurer shall file an application for workers' compensation in accordance with applicable laws, rules or regulations.

The employee’s supervisor shall ensure that the employee has transportation to receive necessary minor medical care. When possible, the employee should be taken to receive the required medical care. When necessary, 911 should be utilized to take the employee to the proper facility.

Workers' compensation only pays a percentage of the employee’s normal pay. An employee may use accrued sick leave to supplement workers' compensation benefits in an amount sufficient to equal the employee’s regular rate of pay.

Employees are required to attend all follow-up medical visits unless other arrangements have been made and approved by the Village Manager. Employees who miss follow-up appointments and have not returned to their jobs following a lost time injury may lose their benefits and be considered absent without authorized leave.

Return to Work Program

The Village will attempt to provide transitional return to work opportunities for all employees who are temporarily disabled due to an on-the-job injury as soon as medically feasible. Return to work opportunities will first be considered within the same department and finally within the organization.

The return to work program shall be coordinated by the Village Manager.

When an injured employee is released to return to work with temporary limitations on duties, the employee is required to participate in the return to work program, if the Village has work for the employee to perform.

Light duty assignments shall fulfill meaningful job functions and be made within the parameters of an employee’s limitations. The assignment shall not create a new job, but may incorporate or modify a present position on a temporary basis. Assignments shall be handled on a case-by-case basis.

Employees shall be compensated at a level of pay commensurate with jobs requiring the performance of similar tasks based upon the Village Wage/Salary Program.

An employee who declines a light duty position that meets the employee’s limitations may be disqualified from workers' compensation benefits or subject to disciplinary action or both. The



employee will remain on light duty, subject to its availability, until the employee is physically able to return to regular duties.

The return to work program is not a guarantee of permanent continued employment, nor is any employee guaranteed a light duty assignment. Termination of employment does not preclude provision of workers' compensation benefits as provided by State statute.

6.4 Deferred Compensation

The Village provides an option to any regular, full-time employee to invest a portion of present earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount (defined contribution) can be designated by the employee to be withheld from the employee's paycheck and invested for payment at a later date, usually at retirement, when most people are in a lower income bracket. Under this arrangement, neither the deferred amount nor earnings on the investments are subject to current Federal income taxes until such time as the employee receives payment from the plan.

The Village-approved program includes various investment options and is currently administered by the International City Management Association Retirement Corporation (ICMA-RC). Enrollment can be arranged through the Village Clerk/Treasurer. The plan requires one year of service before an employee may participate. The plan provides that a covered employee earns 10 percent vesting for each year of service to the Village, so that full vesting is reached after 10 years.

A summary plan description will be provided to eligible employees to help them understand eligibility in the plan and contributions to the plan.

6.5 Uniforms

The Village will provide Department of Public Works employees with an allowance for the purchase of work-specific clothing such as pants, protective boots, shirts, and jackets to be worn while working for the Village. This allowance shall be limited to \$400.00, payable the first pay day after July 1 each year.

Department of Public Works employees will also be issued safety equipment required for their assignments, such as safety glasses, hats, and gloves.

6.6 Mileage Reimbursement

Employees who utilize their personal vehicles for Village business will be reimbursed the Internal Revenue Service allowable rate per mile. Each employee who drives a private vehicle for Village business must have liability insurance on that vehicle.



No reimbursement for mileage shall exceed the dollar amount of the round trip airfare at the coach rate on a licensed common carrier, plus auto rental or taxi fare at point of destination.

When two or more employees are attending the same seminar, convention, or meeting, car-pooling shall be practiced whenever possible. The actual odometer reading from Village Hall to destination and return to the Village Hall will be used.

If an employee travels by an indirect route for personal convenience, the employee shall bear any extra expense involved. Reimbursement for such travel shall be for only that part of the expense as would have been necessary in order to travel.

6.7 Travel Reimbursement

It is the policy of the Village to reimburse employees for reasonable and necessary expenditures made by employees while on official Village business. All allowable expenses other than mileage shall be reimbursed on an actual cost basis. All expenses must be itemized if applicable. Invoices or receipts showing proof of payment shall accompany claims for reimbursement of non-mileage travel expenses. Additionally, employees shall record expenses on a "Travel Expense Report," which may be obtained from the Village Clerk/Treasurer.

Employees may receive an Expense Advance from the Village prior to leaving to conduct official Village business.

The Village shall not reimburse for sales tax, since the Village is exempt.

Lodging

Hotel and motel expenses will be reimbursed. A reasonable class of accommodation shall be selected where choice is available. The single rate should be clearly identified on all receipts.

Meals

Meal reimbursements for all overnight trips are to be itemized on the Travel Expense Report. The Village will reimburse reasonable meal expenses.

Parking and Tolls

Parking and toll fees will be reimbursed for actual cost.

The following are examples only of expenses that will not be reimbursed

- A. Laundry, cleaning, or valet services (except for trips of over five days duration);
- B. Tobacco;
- C. Alcoholic beverages;
- D. Entertainment;



- E. Personal telephone calls;
- F. First class travel accommodations when economy or coach class are available;
- G. Meals or lodging in lieu of meals or lodging included in the registration fee;
- H. Fines, forfeitures, or penalties;
- I. Rental vehicle except as pre-approved by the Village Manager;
- J. Expenses of a spouse or other non-employee;
- K. Loss or damage to personal property;
- L. Barber, beauty parlor, shoeshine, or toiletries; and
- M. Personal postage.

6.8 Gratuities

It is recognized that gratuities are a necessary expense of doing business. Reimbursement shall be granted, but in no case shall they exceed 15 percent a valid charge.

6.9 Membership Dues

The Village will pay the annual dues or fees for each employee who is required by ordinance, or by State or Federal law, to be a member of a professional organization or who must maintain a current certification or license as a condition of employment. Payments will be made upon approval by the Village Manager.

Annual dues for professional organizations that promote individual professional growth, competence, and effectiveness in functioning as municipal employees will be paid by the Village upon approval of the Village Manager. Employees will be allowed time off with pay to attend local, State, and national meetings of these professional organizations subject to the approval of the Village Manager and budgetary limitations.

6.10 Periodical Subscriptions

The Village will pay subscriptions to periodicals that are beneficial for department operations. Supervisors will submit requests to the Village Manager, who will consider the requests within budgetary limitations.

6.11 Holidays

Ten holidays are observed by the Village. The holidays observed shall be as follows:

- | | |
|------------------------|-------------------------------|
| New Year's Day; | Thanksgiving Day; |
| Good Friday (1/2 day); | Day after Thanksgiving; |
| Memorial Day; | Christmas Eve; |
| Independence Day; | Christmas Day; |
| Labor Day; | New Year's Eve (1/2 day); and |
| | New Year's Eve. |



In the event a holiday falls upon a Sunday, the following Monday shall generally be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall generally be deemed to be the legal holiday.

Regular, full-time or regular, part-time employees who are paid on an hourly basis and work on a holiday will receive premium holiday pay as described in Section 4.5.

When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited.

An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for that holiday.

6.12 Personal Time

Regular, full-time employees are eligible to receive three personal days and the employee's birthday (32 personal leave hours) per year. Personal leave hours will be paid at regular pay rates and cannot be carried over past the current fiscal year.

Personal leave hours shall be available for use during the year beginning on July 1. Employees employed after July 1 of a given year shall receive a prorated share of personal leave.

All leave requests must be approved in advance by the employee's supervisor. Unexcused absences will reduce available personal time by a like number of hours. Unused personal leave hours shall be canceled upon termination of employment.

6.13 Sick Leave

Commencing the first full calendar month following the completion of one full month of employment, regular, full-time employees shall earn paid sick leave credits at the rate of eight hours for each calendar month actually worked. Paid sick leave may be accumulated up to a maximum of 700 hours.

Employees entitled to sick leave may remain away from work with pay when such absence is the result of personal illness or physical incapacity not job connected (or during the first seven calendar days of an illness or incapacity which is job connected), or when the absence is the result of sickness of an immediate family member.

An employee who is collecting workers' compensation benefits as a result of an on-the-job injury shall utilize sick leave in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided such supplementary benefits are not paid in excess of the accrued sick leave credited to the employee.



Sick leave is a benefit to be used only in the case of a bona fide case of sickness, accidents, doctor or dental appointments, and requests for the employee's presence by immediate family, doctor, or clergy due to family illness.

Sick leave shall not accrue during leaves of absence without pay.

Long-term disability insurance is a benefit provided by the Village. All eligible employees are required to use the long-term disability program when following the required period. Any employee who is off work and utilizing sick leave for more than four weeks in duration, will utilize 80 hours of sick leave per payroll period, unless a lesser amount is necessary to supplement their long-term disability payments.

The employee may supplement long-term disability payments and receive a full paycheck from the Village by utilizing sick leave hours. The employee is not permitted to accrue additional sick hours or other leaves while receiving disability or workers' compensation payments beyond four weeks.

No sick leave will be given to an employee in excess of the amount earned and available to the employee. An employee may utilize vacation time when sick leave has been exhausted.

6.14 Vacation Time

Vacation benefits shall be accorded to regular full-time employees only. Vacation benefits shall be awarded to eligible employees on each July 1, based on their years of employment with the Village. Employees shall not be allowed to carry unused vacation into the next fiscal year.

Paid vacation benefits shall be earned according to the following schedule:

VACATION SCHEDULE	VACATION HOURS
On the first July 1 after an eligible employee's last hire, if the last hire was <u>after</u> the preceding January 1	40 hours
On the first July 1 after an eligible employee's last hire, if the last hire was on or <u>before</u> the preceding January 1	80 hours
On the second through the sixth July 1 after last hire	80 hours
On the seventh through the eleventh July 1 after last	120 hours



VACATION SCHEDULE	VACATION HOURS
hire	
On the twelfth through the twentieth July 1 after last hire	160 hours
On the twenty-first July 1 after last hire	168 hours
On the twenty-second July 1 after last hire	176 hours
On the twenty-third July 1 after last hire	184 hours
On the twenty-fourth July 1 after last hire	192 hours
On the twenty-fifth and each subsequent July 1 after last hire	200 hours

Upon voluntary resignation or retirement from Village employment after giving the Village at least 14 days advance written notice, an employee shall be paid at the normal rate of pay for any earned and accrued vacation benefits not used prior to resignation or retirement. Upon the death of an active Village employee, the deceased employee's estate will be paid any earned and accrued vacation benefits not used prior to the employee's death.

Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

If an employee is eligible for holiday pay, and if a holiday falls within an employee's vacation period, the day will be treated as a holiday and not as a vacation day.

Supervisors are responsible for managing the vacation schedules in their departments and for administering the provisions of this policy. All vacation requests must be submitted to an employee's supervisor or the supervisor's designee. The Village Manager shall review vacation schedules for all employees based upon the recommendation of the immediate supervisor. Both the immediate supervisor and the Village Manager reserve the right to deny vacation requests and to require that the time be taken at times more convenient to the Village.

6.15 Vision Reimbursement

The Village shall reimburse each employee up to a total of \$300.00 for vision care expenses incurred each fiscal year. The vision care expenses must have been incurred by the employee for



the employee or for the employee's dependents. The vision care expenses must have been incurred for prescription eyewear. The Village shall not be obligated to reimburse an employee until the employee has submitted documentation to the Village of the vision care expenses incurred by the employee, and until the Village has approved such documented expenses as eligible for reimbursement.



7.0 LEAVE OF ABSENCE

7.1 Family and Medical Leave Act

As provided by the 1993 Family and Medical Leave Act (FMLA), all eligible employees shall be entitled to take up to 12 weeks of unpaid, job-protected leave during any 12 month period for specified family and medical reasons.

Eligible employees can use up to 12 weeks of leave during any 12 month period. The Village will use a rolling 12 month period measured backward from the date an employee uses any FMLA leave. Each time an employee uses leave, the Village computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken five weeks of leave in the past 12 months, the employee could take an additional seven weeks under this policy.

If an employee has accrued paid leave of less than 12 weeks, the employee will use paid leave first and take the remainder of the 12 weeks as unpaid leave.

If an employee uses leave because of the employee's own serious medical condition or the serious health condition of an immediate family member, the employee will first use all paid vacation, personal, or sick leave, and then will be eligible for unpaid leave.

An employee using leave for the birth of a child will use paid sick leave for physical recovery after childbirth. The amount of sick leave utilized after this point will be decided on a case-by-case basis. The employee will then use all paid vacation and any personal leave and then will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee using leave for the adoption of or foster care for a child will use all paid vacation, and any personal or family leave first, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

If and to the extent this policy is not consistent with the FMLA, as amended, the FMLA shall control.

7.2 Leaves of Absences Without Pay

Regular, full-time and regular, part-time employees may be granted leaves of absence in the case of illness, injury, disability, serious illness in their family, or other reasons acceptable to the Village in accordance with the following terms and conditions.

- A. The employee shall submit a written application for a leave of absence stating the reasons for the leave, the proposed beginning and ending dates, and any other



pertinent information. The leave request shall be filled with the employee's supervisor. The supervisor shall recommend to the Village Manager whether the request should be granted, modified, or denied.

- B. If a leave of absence is granted by the Village, it shall be granted in writing, shall specify the beginning and ending dates of the leave, and shall be signed by the Village Manager.
- C. Any leave of absence granted pursuant to the provisions of this policy shall be without pay unless the employee is on a medically-related leave and is eligible for sick leave pay in accordance with the Village benefits schedule. Unpaid medical leave may be used for a disability or illness that extends beyond the period of accrued sick leave. As a general rule, paid sick leave should be exhausted before requesting unpaid leave. Vacation accruals should also be used before starting an unpaid medical leave after sick leave accruals are exhausted.
- D. Non-medical leave time, for career advancement, or for personal or family situations, may be granted after vacation accrual has been exhausted.
- E. Requests for medical leave must be accompanied by documentation from the employee's attending physician.
- F. Leaves of absences shall, if granted, be for an initial period of 90 calendar days or less. During this initial 90 day period only, an employee's health, dental, life, and disability insurance premiums will continue to be paid by the Village if continued coverage is permitted by the respective insurance carriers.

An employee may request an extension of the leave in increments of 90 days or less. However, after the initial 90 day period, the Village's payment of the employee's health, dental, life, and disability insurance premiums will cease. The employee is entitled to continue these benefits at the employee's own cost as provided by State and Federal law, and if allowed by the respective insurance carriers.

All requests for extensions shall be made in the same manner as required for the original leave. The granting of any leave extension or renewal shall not result in the resumption or continuation of any insurance payments or benefits by the Village.

- G. The granting or denial of any leave of absence, including any renewal or extension thereof, shall be in the Village's sole discretion based upon the



availability of qualified help, the needs of the Village, the frequency of such requests, and other factors deemed pertinent by the Village. The granting or denial of any leave or extension in a given case shall not be deemed a practice or precedent so far as any other case is concerned.

- H. While on a leave of absence, employees shall not earn or accrue paid vacations, paid holidays, or paid sick leave days. The Village will not make contributions to the employee's retirement account or accounts, unless the employee is on a medically-related leave and is eligible for sick leave pay in accordance with the Village benefit schedule. The Village will, however, make such contributions for any portion of the leave covered by paid sick-time or vacation.
- I. No leave of absence shall be used for reasons other than those stated in the employee's leave of absence application. Further, employees may not use the leave of absence to seek or perform work for another employer without the prior consent of the Village. Verification of an employee's leave status may be required by the Village. Notwithstanding any other provision of this policy, the Village may terminate an employee's leave of absence if it appears that the leave is no longer appropriate.
- J. An employee on a leave of absence may request that the leave be terminated and that the employee be returned to active Village employment prior to the expiration date of the leave. However, the Village shall have sole discretion to determine whether or not to allow the early termination of the leave.
- K. Upon expiration of an employee's approved leave of absence, the Village may require a physical examination or other proof of fitness prior to allowing the employee to return to work. The physical examination or proof of fitness must be job related and consistent with business necessity.

Upon expiration of an employee's approved leave of absence, if the leave was not extended beyond its initial 90 day period, the employee shall be returned to the former position the employee had with the Village, or a job which is reasonably similar to the employee's former position in terms of job responsibility and rate of pay.

Upon the expiration of an employee's approved leave of absence, if the leave was extended beyond its initial 90 day period, the employee may be returned to the former position the employee had with the Village provided it is still open and provided the employee is still fully qualified for it. If the employee's former position is not open or if the employee is not fully qualified for that position, then



the employee may be returned to another open position for which the employee is fully qualified which is reasonably similar to the employee's former position in terms of job responsibility and rate of pay. In the event no such reasonably similar position is open for which the employee is fully qualified, then the employee may be offered the next reasonably similar position, if any, for which the employee is fully qualified and which becomes available within the 90 day period following the expiration of the leave of absence. If an employee is not returned to active Village employment during that 90 day period, the employee's employment and seniority with the Village shall be terminated.

For purpose of this policy, determination of an employee's qualifications for any given position, and determination of jobs which are reasonably similar to each other, shall be made by the Village according to its discretion. To the extent that a leave extends beyond the 90 day initial period, the employee risks the potential that a position will not be available at the termination of an extended leave.

- L. The Village may waive the procedural rules for an employee who wishes to obtain a leave of absence if the Village determines in its discretion that following such rules would serve no valid purpose or otherwise is not necessary. Any such waiver will not establish precedent for future situations.
- M. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.

7.3 Bereavement Leave

In the event that a death occurs in a regular, full-time employee's immediate family, that employee will be granted bereavement leave up to 24 hours off with pay to arrange or attend funeral activities.

"Immediate family" shall be defined as an employee's spouse, parent, stepparent, grandparent, child, stepchild, sibling, step-sibling, parent-in-law, sibling-in-law, or a person who resided in the employee's home permanently. The Village Manager may require verification of the need for the leave, and the amount needed.

In the event that a death occurs in a regular full-time employee's non-immediate family, that employee will be granted up to eight hours off with pay to attend the funeral. "Non-immediate family" is determined by the Village Manager on a case-by-case basis and is subject to the Village Manager's approval. The Village Manager may require verification of the need for the leave and the amount needed.



If additional time is necessary, it shall be taken as sick leave, vacation, or unpaid leave if sick leave and vacation have been exhausted. Use of leave requires advanced authorization by the employee's supervisor.

7.4 Jury Duty Leave

A regular, full-time employee who is required to serve and does serve on jury duty shall be allowed authorized leave with pay less any amount received for such service, excluding mileage and travel fees. An employee who receives notice of jury duty must notify the employee's supervisor immediately in order that arrangements may be made to cover the position.

The employee should provide the Village Clerk/Treasurer with verification of any pay received from the court.

An employee who works the day shift and is excused from jury duty by noon is expected to return to work at the Village. However, the employee's combined hours of jury duty and actual hours of work shall not exceed the employee's regularly scheduled hours of work, unless the employee voluntarily agrees. If excused as a juror for any given day, the employee is expected to contact the employee's supervisor and to report to work as instructed.

Time on jury duty will not affect vacation, sick leave, or personal leave accruals.

7.5 Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides protection to members of the Uniformed Services, including Active Military, Reserve and National Guard. The Village shall comply with this and any other applicable law concerning these issues.



8.0 EMPLOYMENT - STANDARDS

8.1 Truthfulness of Employment Application/Resume

The Village expects all information submitted with an application for employment to be accurate and truthful. If the Village finds subsequent to employment that an employee has falsified the contents of an employment application or related materials, that employee may be disciplined, including discharge.

8.2 Attendance

Regularity of attendance and punctuality is essential to the orderly performance of the Village's work. Employees are expected to be conscientious about reporting for work on time and using sick leave appropriately. Employees are expected to report to work on time and be prepared to start work at the regularly scheduled starting time. Employees are also expected to remain at work through the end of their schedules except for regularly scheduled breaks or authorized leaves.

An employee is considered to be absent if not present for work during the prescribed work hours. An absence may be excused or unexcused. If the Village Manager determines that the employee's absence is due to illness, injury, or some other reasonable cause, the employee's time of absence will be charged to the appropriate leave. If the Village Manager determines that the employee's absence is unexcused, the employee will not be paid for the time not worked. An unexcused absence may subject an employee to disciplinary action up to and including discharge.

Absenteeism and tardiness which is unexcused is strongly prohibited. Employees will not be compensated for time not worked except as otherwise provided in this Manual. If an employee will be absent or late in arrival for work, it is important that the employee notify the employee's supervisor as soon as possible but generally no later than one hour before the regularly scheduled starting time. In all cases where an employee may be absent or tardy, the employee must provide the employee's supervisor with an explanation. Whenever possible, an employee must also inform the employee's supervisor when the employee will arrive or return to work. Barring extenuating circumstances, employees must call in on any day they are scheduled to report but will be tardy or absent.

Excessive absenteeism, whether excused or not, is not acceptable. Excessive absenteeism and tardiness may subject an employee to disciplinary action up to and including discharge. Each situation of excessive absenteeism or tardiness will be evaluated on a case-by-case basis.

Unless due to extenuating circumstances beyond the control of the employee and acceptable to the Village Manager, an employee who fails to report to work without any notification to the employee's supervisor for a period of three or more consecutive work days will be considered to



have voluntarily terminated Village employment. This action will result in the immediate loss of benefits.

8.3 Lunch and Rest Periods

Lunch periods generally will be scheduled to allow for continuous staffing of all offices with at least one person.

Employees are generally provided, but not guaranteed, a 15 minute paid rest period for each four hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four hour work period.

8.4 Maintenance of Skills

All employees must maintain the level of qualifications and training required for their jobs. Some positions require annual training, continuing education, or certification. An employee who fails to adequately maintain a skill requirement may be subject to remedial action, reassignment, demotion, or discharge.

8.5 Personal Appearance

The image employees project to the public by their dress is important to maintaining a proper business atmosphere. All employees are expected to dress appropriately according to the nature of their jobs. Supervisors may assist employees in determining what attire is appropriate. Some jobs may have additional restrictions for safety reasons.

8.6 Harassment Prohibition

Purpose

The purpose of this prohibition is to state the Village's commitment to maintain an environment that is free from intimidation, humiliation, or insult for all Village employees, as well as all members of the public who come into contact with the Village. The intimidation, humiliation, and insults prohibited include, without limitation, physical or verbal or mental abuse or other annoying actions, whether based upon sex, race, religion, ethnicity, color, physical handicap or condition, age, national origin, marital status, or any other such personal characteristic.

Policy

Harassment on the basis of personal characteristics such as, but not limited to, sex, race, religion, ethnicity, color, physical handicap or condition, age, national origin, or marital status is an offense against the Village in general, against the target or targets of the harassment in particular, and quite possibly against the law as well. "Harassment" means unwelcome verbal or physical or mental conduct or communication when:



- A. Submission to such conduct or communication by an individual is explicitly or implicitly made a term or condition of the individual obtaining or retaining employment or of the individual receiving services or information from the Village;
- B. Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting the individual's employment or the services or information the individual receives from the Village; or
- C. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or of creating an intimidating, hostile, or offensive environment for the individual working in or otherwise dealing with the Village.

Whether certain behavior constitutes prohibited harassment may depend upon the facts and circumstances of each particular situation. By way of example and not limitation, the following actions or communications may constitute harassment under certain circumstances: unwelcome requests, demands, or subtle pressure for inappropriate favors or preferential treatment; lewd comments or gestures; unwanted intentional physical contact; continued or repeated verbal abuse; degrading words used to describe an individual; graphic verbal comments about an individual; display of offensive objects, pictures, signs, buttons, or other such items; or retaliation against an individual for refusing to grant inappropriate favors or preferential treatment or for reporting an incident of possible harassment.

Pursuant to all of the above, harassment by any Village employee on the basis of personal characteristics such as those described above is strictly prohibited, whether such harassment is directed against other Village employees or members of the general public who are served by the Village.

It is the Village's intent to deal with all reported complaints or incidents of harassment in a fair, impartial, and expeditious manner. All such complaints or incidents will be investigated on a case-by-case basis. In those instances where a violation of the harassment prohibition is found, immediate action will be taken to remedy the situation and to prevent its recurrence.

Each Village employee is generally responsible to help eliminate all forms of prohibited harassment. Every supervisor employed by the Village is specifically responsible to prevent prohibited harassment from occurring within the supervisor's work environment or area of responsibility.

All Village employees who violate this harassment prohibition will be subject to disciplinary procedures, up to and including discharge.



Procedures

Any Village employee who claims to be the victim of prohibited harassment from another Village employee, or who observes another Village employee engaging in prohibited harassment of any other individual, is encouraged to tell the offending Village employee to stop the harassment immediately. Whether or not the offending Village employee is told to stop the harassment, each Village employee who is the victim of or who observes another Village employee's prohibited harassment shall report such harassment to the Village as soon as reasonably possible. The reporting Village employee may report directly to the Village Manager or any other Village supervisor or the Village President. Verbal reports will satisfy the reporting requirement and will be received for information; however, a written report must generally be filed before an actual investigation of any alleged harassment is conducted. Such an investigation would normally include the following:

- A. Interviewing the complainant and reducing the complainant's statement to writing;
- B. Interviewing all witnesses identified by the complainant and reducing their statements to writing;
- C. Reviewing any documentary or other evidence submitted by the complainant;
- D. Interviewing the alleged harasser and reducing the harasser's statement to writing;
- E. Interviewing all witnesses identified by the alleged harasser and reducing their statements to writing;
- F. Interviewing other potential witnesses who may have observed the conduct alleged or who may possess knowledge regarding the allegation under investigation and reducing their statements to writing;
- G. Reviewing any documentary or other evidence submitted by the alleged harasser;
- H. Informing all witnesses, including the complainant and the alleged harasser, of the desired confidentiality of the investigation;
- I. Completing a written determination of the validity of the complaint.

Notwithstanding any provision of this harassment prohibition to the contrary, Village employees are not prohibited from making complaints through the Michigan Department of Civil Rights under the Elliott-Larsen Civil Rights Act or through the United States Equal Employment Opportunity Commission under the Civil Rights Act of 1964. Village employees are, however,



encouraged to initially make their complaint to an appropriate individual within the Village. In any event, no individual may be retaliated against for complaining about harassment, for opposing harassment, or for participating in an investigation of a harassment complaint, whether or not any violation of this harassment prohibition or any actual harassment is actually found.

Resolving the Complaint

- A. If, as a result of the investigation, the Village determines that a violation of this harassment prohibition has occurred, the Village will take prompt and appropriate remedial action to eliminate the violation and to insure that it does not recur.

Such remedial action may include:

1. Disciplinary action of the harasser up to and including termination of employment;
2. Restoration to an individual of any employment benefits or employment status or any other rights or benefits impaired as a result of the harassment or the exercise of the right to make a complaint of harassment, to oppose harassment, or to participate in an investigation;
3. Referral of any individual, including the harasser or the complainant or both, to counseling;
4. At the option of the complainant, transfer or reassignment of the complainant;
5. Other appropriate measures to assure that any individual adversely affected by the filing of a complaint, participation in any complaint proceeding, or opposition to harassment is restored to the position held prior to the violation of the harassment prohibition;
6. Removal of the effects of the violation in the workplace, such as the removal of offensive graffiti or posters or similar objects of visual harassment, the elimination of offensive remarks, and the elimination of unwanted physical contact; and
7. Other appropriate measures to assure that the harassment prohibition is enforced.

- B. If, as a result of the investigation, the Village determines that no violation of the harassment prohibition has occurred, the Village should:

1. Inform the complainant and the alleged harasser of the results of its investigation and the reasons for its finding of no violation;



2. Advise the complainant and the alleged harasser that the Village is committed to the enforcement of the harassment prohibition and will not tolerate harassment or retaliation of any sort;
 3. Notwithstanding the determination that no violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, opposing harassment, or participating in an investigation under the harassment prohibition;
 4. Advise the complainant to provide additional information relating to any violations in the future;
 5. Take other appropriate measures to assure that the harassment prohibition is enforced.
- C. If, as a result of the investigation, the Village determines that there is insufficient information from which to make a determination whether a violation of the harassment prohibition has occurred, the Village should:
1. Inform the complainant and the alleged harasser of its finding that no determination can be made;
 2. Advise the complainant and the alleged harasser that the Village is committed to the enforcement of the harassment prohibition and will not tolerate harassment or retaliation of any sort;
 3. Notwithstanding the determination that there is insufficient information from which to determine that a violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, opposing harassment, or participating in an investigation under the harassment prohibition;
 4. Advise the complainant to provide additional information relating to any violations in the future;
 5. Take other appropriate measures to assure that this harassment prohibition is enforced.

Maintaining Confidentiality

The Village recognizes the general interest in keeping these matters confidential.

To protect the interests of the involved people, the Village will maintain confidentiality throughout the investigatory process to the extent practicable and appropriate under the circumstances.

Confidentiality and privacy are protected to the extent provided by law, but persons from whom information is taken should be aware that the complainant and the alleged harasser may have access to some or all of the evidence under certain circumstances.



The complainant, alleged harasser, and any witnesses shall be advised that retaliation against or intimidation of any person is prohibited and, if substantiated, may be a separate basis for investigation and potential discipline.

All records of complaints, including contents of meetings, interviews, results of investigations, and other relevant material, will be kept confidential by the Village, except where disclosure is required by law.

Where discipline results against the alleged harasser, an appropriate reference will be made in the harasser's file in such a manner that will protect the privacy of the complainant and any witnesses, to the extent allowed by law.

8.7 Smoking Policy

In the interest of providing a safe and healthy environment for employees, customers, and visitors, and in accordance with the Michigan Clean Indoor Air Act, P.A. 198 of 1986, as amended and the Ottawa County Smoke-Free Indoor Air Regulation 2007, the Village's policy on smoking is as follows.

Prohibition of Smoking in Public and Private Worksites and Public Places

- A. Smoking shall be prohibited in all enclosed Village worksites, including but not limited to the following places:
 - 1. All enclosed areas of worksites and public places owned, rented, leased, or otherwise under the control of the Village, including motor vehicles;
 - 2. Restrooms, lobbies, reception areas, hallways, and any other common-use areas;
 - 3. Waiting areas of public transit depots;
 - 4. All areas available to and customarily used by the general public;
 - 5. Public and private meeting facilities, including Barber School.
- B. The Village will maintain a written smoking policy per the Ottawa County Smoke-Free Indoor Air Regulation. The policy shall contain, at a minimum, the following requirements, C through I.



- C. Smoking is prohibited in all enclosed areas within this worksite without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, employer owned or leased business vehicles, and all other enclosed facilities.
- D. The smoking policy shall be communicated at the time of employment of new employees.
- E. The Village administration shall supply a written copy of the smoking policy upon request to any existing or prospective employee.
- F. Smoking shall be prohibited near entrances, operable windows, and ventilation systems of all worksites and public places where smoking is prohibited by this regulation. A no smoking area which extends a reasonable distance from any entrances, operable windows, and ventilation systems to any enclosed areas where smoking is prohibited is hereby created; the distance shall be 25 feet or to property edge, whichever is closer, which shall be a distance sufficient to ensure that persons entering or leaving the building or facility shall not be subjected to breathing tobacco smoke and to ensure that tobacco smoke does not enter the building or facility through entrances, windows, ventilation systems, or any other means. All smoking trash receptacles shall be placed outside the no smoking area in order to discourage smoking in these areas.
- G. “No Smoking” signs or the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently, and conspicuously posted in every building or other area where smoking is prohibited.
- H. Every public place where smoking is prohibited by this policy shall have signs conspicuously posted at every entrance clearly stating that smoking is prohibited.
- I. All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this policy by the owner, operator, manager, or other person having control of such area.

8.8 Substance Abuse Policy (No Alcohol or Drugs Rule)

It is the Village’s intent to provide a drug-free, safe, and secure work environment for its employees. To ensure a safe and efficient workplace, the Village will strictly enforce the following rules.



- A. No employee shall possess, distribute, use, or be impaired by alcohol or illegal prohibited drugs while on Village property, on Village business, representing the Village at any social or other function, or during working hours, including rest and meal periods.
- B. No employee shall be impaired by legal prohibited drugs while on Village property, on Village business, representing the Village at any social or other function, or during working hours, including rest and meal periods.
- C. The Village retains the right to test for unauthorized prescription drugs, illegal drugs, controlled substances, and alcohol prior to return to work after a motor vehicle accident at work or at other times at work when there is reasonable suspicion of impairment.

Any employee who violates any of these rules or this policy may be disciplined up to and including discharge.

“Illegal prohibited drugs” are those substances that are illegal to sell or possess. “Legal prohibited drugs” are any prescriptions or non-prescription drugs that may impair working ability. An employee who is taking a legal prohibited drug must notify the employee’s supervisor of its use and expected effect. Employees have a duty to know if the legal prescription or non-prescription drugs they are taking may impair working ability.

Employees required to possess a valid commercial driver’s license to satisfy job requirements are subject to drug and alcohol requirements and prohibitions established by Federal and State law.

8.9 Credit Card Policy

The following policy shall govern the use of Village credit cards.

- A. The Village Manager or designee shall be responsible for issuing, accounting for, monitoring, retrieving, and generally overseeing compliance with the Village’s credit card policy.
- B. The Village Manager shall only issue cards to persons that the Village Council designates by resolution as eligible to use credit cards.
- C. Village officers and employees who use a Village credit card shall, within a reasonable time, submit a copy of the vendor’s credit card slip to the Village Manager or designee.
- D. An officer or employee who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Village Manager shall be



immediately notified. The entity issuing the lost or stolen credit card shall then be immediately notified to cancel the card.

- E. An officer or employee issued a credit card shall return the credit card to the Village Manager or designee upon termination of employment or service with the Village.
- F. The Village Manager shall:
 - 1. Maintain a list of all credit cards issued to the Village, along with the name of the officer or employee who has been issued, the credit card, the credit limit established, the date issued, and the date returned;
 - 2. Review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card slip shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the Village Council.
- G. The Village Council shall not approve payment to the entity issuing the credit card until all transactions have been verified.
- H. The balance under the credit card arrangement shall be paid by the due date to avoid any interest charges.
- I. Officers and employees who use a Village credit card in a manner contrary to this policy shall be subject to disciplinary action by the Village Council, up to and including discharge.
- J. The Village Council acknowledges that the total combined authorized credit limit of all credit cards shall not exceed \$5,000.00.

8.10 Use of Village Vehicles

Village vehicles shall be used for official Village business only, unless specifically authorized by the Village Council.

Village vehicles shall not be taken home overnight except as follows:

- A. Employees may take a Village vehicle home for one night when attendance to an out-of-town meeting takes place late at night after normal working hours or early in the morning prior to normal working hours;



- B. Employees may take a Village vehicle home when designated by their supervisor to be on “24-hour call” for department emergencies; and
- C. Employees may take a Village vehicle home when authorized by the Village Manager for official business.

Village vehicles must be available for Village business at all times.

Transporting family members in Village vehicles shall be allowed only when the family member is properly accompanying a Village employee to a business meeting or official function.

Village vehicles shall be legally and appropriately operated and parked at all times. Violations issued to the driver of the vehicle will be the responsibility of the driver, not the Village.

Seat belts will be used by the driver and passengers when the vehicle is in motion. It shall be the driver’s responsibility to ensure use of seat belts by all passengers.

All employees whose duties require the operation of a Village vehicle or who operate a privately owned vehicle while conducting Village business as a part of their employment with the Village must possess a valid State driver’s license.

Employees operating Village vehicles or privately owned vehicles while conducting Village business shall observe all traffic laws, rules, and regulations, as well as the dictates of common sense and good judgment.

In no event may an employee operate a Village vehicle after drinking an alcoholic beverage or using any illegal prohibited drug to the point that the beverage or drug is detectable in the employee’s system.

If before or while employed by the Village, an employee exhibits a disregard for acceptable safe driving procedures, the employee’s supervisor may deny further authorization to operate a Village vehicle.

Any employee who operates a privately owned vehicle while conducting Village business must maintain automobile liability insurance in accordance with State law. Employees who do not maintain minimum liability coverage will not operate privately owned vehicles in an official Village capacity.



Because of the nature of assigned duties, the Village Manager has been authorized to have unrestricted use of an assigned Village vehicle to travel to and from home. Other officials may be so authorized by the Village Council from time to time.

Notwithstanding any previous provision to the contrary, and unless otherwise authorized by the Village Council, use of Village vehicles by the three above officials is limited by the following provisions.

- A. Village vehicles may be operated by the Village officials only.
- B. Village vehicles shall be available for incidental personal use while traveling to and from work only. Village vehicles may be used to travel reasonable distances.
- C. These officials are responsible for the accompanying tax liability for use of a Village vehicle and must submit paperwork if applicable to the Village Clerk/Treasurer by December 31 of each calendar year.
- D. The above rules for operating Village vehicles shall apply, to the extent applicable.

8.11 Personal Use of Village Equipment

The use of Village land, buildings, equipment, machines, tools, or supplies by employees for personal non-Village purposes is prohibited unless otherwise noted in the Manual. Employees only may use the Department of Public Works garage truck bay during non-work hours for washing employee-owned vehicles and light maintenance, provided a vehicle is not hoisted or raised except to change a tire. The Village Manager may grant occasional exceptions upon ensuring the Village receives appropriate reimbursement.

8.12 Political Activity

No Village employee shall participate in political activities, advocating for or against any political campaign, referendum, recall, or other political cause or position, while on duty.

No Village employee shall display political posters, bumper stickers, or other political items on Village vehicles or property at any time.

8.13 Conflict of Interest and Standards of Conduct

No employee shall directly or indirectly maintain any outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of the Village or which interferes with the employee's ability to fully discharge Village duties.



All employees are required to disclose in writing to the Village any proprietary or financial interest they may have in any venture or organization with which the Village does business, in order that a determination may be made as to whether a conflict of interest exists.

No Village employee may, directly or indirectly, solicit or accept any gift or loan of money, goods, services, or other thing of value for the benefit of any person or organization other than the Village, if the gift or loan tends to or could tend to influence the manner in which the employee or any other person performs assigned duties.

No Village employee may engage in a business transaction in which the employee may profit from the employee's official position or authority with the Village. No Village employee may benefit financially from confidential information the employee has obtained or may obtain by reason of the employee's position or authority with the Village.

No Village employee may engage in, or accept employment from, or render services to any private or public interest when that employment or service is incompatible or in conflict with the discharge of the employee's duties with the Village, or when that employment or service may tend to impair the employee's independent judgment or action in the performance of duties for the Village.

No Village employee may participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to any business entity in which the employee has, directly or indirectly, a financial or personal interest.

All Village employees shall comply with all applicable Federal and State laws concerning conflicts of interest, standards of conduct, incompatible public offices, etc.

8.14 Collections/Solicitations

Employees are not permitted to collect donations from, sell merchandise to, or distribute literature to the public during working hours, to the extent the donations, merchandise, and literature are not directly connected to and part of the employees' Village functions.

Employees are not permitted to collect donations from, sell merchandise to, or distribute literature to other Village employees or Village officials in Village work areas, where employees perform job duties, to the extent the donations, merchandise, and literature are not directly connected to and part of the employees' Village functions. Employees may not engage in such activities during times they are required to be working. Employees may engage in such activities in other areas of the Village's premises during authorized lunch or other break periods and other times they are not required to be working (provided the employees receiving such activities are also on authorized lunch or other break periods or otherwise not required to be working).



In any event, distribution of literature in such a way as to cause litter on the Village's premises is prohibited.

8.15 Personal Property - Workstations

Employees shall not keep money or other valuables at their workstations. The Village shall not be responsible for the loss of an employee's money or other valuables. Employees shall not have any expectation of privacy for their workstations, which belong to the Village and which are subject to search by the Village, with or without notice and with or without cause.

8.16 Personal Mail and E-Mails

Employees shall not use Village letterhead, envelopes, or postage for personal use. Employees shall not receive personal mail at, or instruct senders to send personal mail to, Village Hall or a Village e-mail.

8.17 Personal Calls, Faxes, Scans and Copies

Village phones and lines, including fax machines and scanners, are for Village business. Village phones may be used for local personal calls on a limited basis, provided they are held to a minimum number and time limit and do not interfere with an employee's work. The cost per fax, scan, or copy is the amount annually established by the Village Council. Personal phone calls, including fax transmissions, received during work hours must be held to a minimum, both on the basis of frequency and duration.

8.18 Personal Instant Messaging: Not Permitted While Driving

The Village has a zero tolerance policy for employees texting, e-mailing, or otherwise engaging in instant messaging, while operating Village vehicles. This prohibition includes sending or reading such messages. Employees found violating this policy will be subject to termination.

8.19 Cell Phone Policy

Any cell phone issued by the Village shall be used only for Village business. Cell phones issued by the Village are owned by the Village and employees shall have no expectation of privacy with regard to their use of such cell phones. The cell phones belong to the Village and are subject to search by the Village, with or without notice and with or without cause.

8.20 Use of Internet/Intranet/Extranet-Related Systems

Access to the Village's Internet/Intranet/Extranet-related systems (the "Village's Systems"), via any Village-provided computer equipment, external hard drives, mobile phones and tablets, software, operating systems, storage media, network accounts providing electronic mail and storage and WWW browsing, and any similar device (the "Village Electronic Devices"), has been provided to Village employees for the benefit of the Village. Every employee has a



responsibility to maintain and enhance the Village's public image, and to use the Village's Systems in a productive manner.

To ensure that all employees are responsible, productive users of the Village's Systems and are protecting the Village's public image, examples of acceptable and unacceptable uses are described below.

Acceptable Uses

- A. Use to conduct Village business, or to gain technical or analytical information necessary to conduct Village business.
- B. Accessing databases to gain technical or analytical information necessary to conduct Village business.
- C. Village Electronic Devices must be securely attended when they are signed in, logged in, or unlocked.

Unacceptable Uses

- A. Use that interferes with the employee's overall productivity on behalf of the Village.
- B. Use of the Village's Systems for individual purposes rather than Village purposes.
- C. Actions that violate the privacy of others.
- D. Using obscene, racist, or sexist language or images, or sending any messages which would violate the Village's harassment prohibition policy.
- E. Sending fraudulent, offensive, or other messages which would bring discredit or embarrassment to the Village.
- F. Transmitting messages under an assumed name. Users may not attempt to obscure the origin of any message.
- G. Violating or infringing upon the rights of others.
- H. Expressing personal opinions unrelated to or inconsistent with or unnecessary for Village business.



I. Unauthorized downloading.

Copyrighted materials may not be transmitted by employees through the Village's Systems.

Public Information, Security, Monitoring, and Freedom of Information Act (FOIA)

All messages and information created, sent, or retrieved over the Village's Systems are the property of the Village and should be considered public information. The Village Manager, a designee, or the FOIA Coordinator reserves the right to access and monitor all messages and files on the Village's Systems. All messages over the Village's Systems using the Village Electronic Devices are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Village employees should have no expectation of privacy regarding these messages and information. The Village Electronic Devices are subject to the Michigan Internet Privacy Protection Act (MCL 37.271, et seq.). The Village may require any user of a Village Electronic Device to disclose access information.

Personal Use

The Village understands that incidental personal use of the Village's Systems is a reasonable use of the Village Electronic Devices. Personal use shall be permitted upon the following conditions:

- A. All use of the Village's Systems is subject to all provisions of this policy.
- B. There must be no cost to the Village.
- C. Use must be conducted on the employee's own time after work hours.
- D. Employees have no expectation of privacy for such use.

Inspections

Employees should keep in mind that the Village reserves the right to conduct inspections of Village Electronic Devices at any time, and the ownership of such information shall rest with the Village. All Village Electronic Devices are subject to search by the Village, with or without notice and with or without cause.

Violations

Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary the Village will advise appropriate legal officials of any illegal violations.



8.21 Social Media Policy

The Village will use social media (i.e., Facebook, Twitter, etc.) to communicate with residents and others. The following guidelines constitute the Village's social media policy.

The Village trusts and expects employees to exercise personal responsibility whenever they use social media, which includes not violating the trust of those with whom they are engaging. Employees should never use social media for covert purposes. If and when employees use social media to communicate on behalf of the Village, they should clearly identify themselves as Village employees.

Only those officially designated by the Village Manager may use social media to speak on behalf of the Village in an official capacity, though employees may use social media to speak for themselves individually or to exercise their legal rights. However, they must keep in mind that at all times they reflect upon the Village, and they may not use a Village electronic mail address.

Employees are responsible for making sure that their online activities do not interfere with their ability to fulfill their job requirements or their commitments to their supervisors, co-workers or the Village's residents.

8.22 Gifts and Gratuities

An employee shall not solicit, accept, or receive, directly or indirectly, any gifts, whether in the form of money, service, loan, travel, entertainment, hospitality, promise, or any other thing of value in any form under any circumstance, for the benefit of any person or organization other than the Village. However, employees may accept or receive perishable or consumable gifts of a nominal value.

8.23 Outside Employment

Employees may accept employment in addition to their Village employment provided such employment:

- A. Does not constitute a conflict of interest with the employee's Village job duties;
- B. Does not interfere with the employee's Village job or Village job performance;
- C. Does not occur during the employee's Village job regular hours; and
- D. Does not occur while the employee is on sick leave.

An employee shall notify the Village Manager in writing of any outside employment and of any change in the number of hours and schedule of hours of any outside employment. Any outside employment shall be subject to approval by the Village Manager in writing.



8.24 Work Rules

Any group of people working together must have rules if they are to maintain an effective team effort. Employees are expected to perform their job duties in an acceptable manner, cooperating with other employees in the provision of services to the public. To help prevent any misunderstanding of what constitutes “unacceptable performance,” the following list of unacceptable performance is provided. If an employee engages in one or more of these actions, the employee shall be subject to disciplinary action up to and including discharge. The following list is illustrative and is not inclusive. This list is not intended and should not be interpreted to change the fact that the Village is an at-will employer.

- A. Unapproved tardiness at the commencement of a shift or unapproved leaving early at the end of a shift.
- B. Unapproved absenteeism or failure to give adequate notice of absence.
- C. Failure to work overtime hours as scheduled or otherwise required by the Village without an excuse acceptable to the Village.
- D. Distracting fellow employees or causing confusion by unnecessary noisy or frivolous activity.
- E. Disregard of sanitary rules or common sense practices.
- F. Disregard of safety rules or common safety practices, including good body mechanics.
- G. Abuse of the coffee or lunch break.
- H. Use of threatening, intimidating, abusive, profane, obscene, or other inappropriate language in the presence of fellow employees or the public.
- I. Making or publishing false, vicious, malicious, or other inappropriate statements concerning the Village, its employees, its officials, or its operations, to the extent the statements are not considered protected speech.
- J. Inefficient work or improper use of time, equipment, or supplies.
- K. Sleeping during assigned work times.
- L. Neglect of job duties.
- M. Discourteous, unkind, threatening, intimidating, coercive, or other inappropriate conduct in the presence of fellow employees or the public.
- N. Insubordination (refusal to recognize and respect authority or refusal to carry out duties in accordance with the job description or to follow the order of a supervisor).
- O. The misuse or removal from the Village premises, without appropriate prior authorization, of any Village records, confidential information of any nature, or Village property.
- P. Theft, attempted theft, or misappropriation of the property of fellow employees, the public, or the Village.



- Q. Use or possession of another employee's personal equipment or property without the consent of that employee.
- R. Falsification of any timekeeping record, or intentionally giving false information to anyone whose duty it is to make such record.
- S. Possession or consumption of any alcoholic beverages during working hours.
- T. Possession or use of any unprescribed drug during working hours.
- U. Reporting to work or attempting to work under the influence of alcoholic beverages or unprescribed drugs.
- V. Conviction for the sale or possession of any illegal narcotics, or for any felony.
- W. Immoral, illegal, or unprofessional conduct while on the Village's premises or while working for the Village.
- X. The unauthorized carrying or possession or use of weapons at any time on the Village's premises or while working for the Village.
- Y. Fighting on the Village's premises or while working for the Village.
- Z. Damage or injury to property, equipment, or any individual on the Village's premises, at any Village work site, or on the way to or from any Village work site.
- AA. Falsification of employment application or results of any physical.
- BB. Smoking in restricted areas of the Village's premises or at any Village work site.
- CC. Faulty or unsatisfactory work or failure to follow the Village's policies and procedures in carrying out duties.
- DD. Temporary or permanent loss of driver's license or any endorsement thereon when necessary for job performance.
- EE. Failure to report any personal injury or equipment damage immediately to an appropriate supervisor.
- FF. Participation in or organization of any illegal strike, illegal work stoppage, illegal slowdown, or any other illegal interference with Village employees attempting to complete their assigned tasks.
- GG. Infraction of this Manual or of other Village work rules as promulgated from time to time.



9.0 PUBLIC RELATIONS

9.1 Customer Relations

Delivering quality services to the public is very important. The Village provides the public with a number of highly important services upon which many individuals and businesses rely. The public properly expects to receive services and programs delivered expeditiously with quality and reliability in mind. Employees dealing with the public are expected to be courteous, polite, and patient while striving to exceed the public's expectations.

Occasionally, situations may arise that are unique. In such cases, the employee should inform the individual that the supervisor will be contacted and will respond to the individual promptly.

9.2 Citizen Service Requests/Complaints

The Village has been chartered to provide services to the citizens of the Village. Therefore, all contacts with the public, whether in person, over the telephone, or over e-mail, should be polite and helpful.

Questions and complaints should be listened to carefully in order to understand the complainant's concern. Complaints should be resolved as quickly as possible. In dealing with any complaints, employees are encouraged to direct the complainant to an appropriate supervisor or Village official for an explanation or assistance.

Employees should utilize the "Citizen Service Request" form to record and process citizen complaints and inquiries. Employees shall fill out the information required on the form and distribute it to the appropriate department or employee. Employees responding to the service request shall contact the citizen to ensure that the services delivered met the citizen's expectations. If expectations are not met, employees should attempt to address the citizen's remaining concerns to the best of the employees' ability.

9.3 Conduct with Co-Workers

Providing service to Village customers requires all employees to work together with other employees. Certain actions while on the job jeopardize cooperation among co-workers. Some examples of such actions are contained in the following illustrative but not inclusive list:

- A. Failure or refusal to carry out job assignments and supervisor's requests.
- B. Unauthorized release of Village records.
- C. Swearing or verbal abuse.
- D. Falsification of any Village record.



- E. Removal of Village property without permission.
- F. Unauthorized taking of Village funds or property or unauthorized charges against a Village account.
- G. Dishonesty.
- H. Discrimination against or harassment of co-workers.
- I. Being under the influence of or possessing alcohol or a controlled substance.
- J. Deliberate damage to Village property.
- K. Fighting or threatening to fight with another employee.
- L. Serious misconduct of any kind.
- M. Inefficient performance of an assigned duty or responsibility.
- N. Substandard performance of an assigned duty or responsibility.
- O. Absenteeism or tardiness in reporting to work or returning from rest periods or meal periods.
- P. Failure to comply with safety rules and procedures.
- Q. Carelessness or negligence in the performance of an assigned duty or in the care and use of Village property.
- R. Sleeping on the job.

Any of the above may result in disciplinary action up to and including termination, depending upon the seriousness of any given situation and the circumstances. However, this Section is not intended to and should not be interpreted to change the fact that the Village is an at-will employer.

9.4 Confidentiality

During the course of employment with the Village, employees may have access to information about the Village, Village residents and businesses, and other employees. This information must be kept confidential prior to the time prescribed for its authorized release to the public. If an



employee is uncertain about whether information is confidential, the employee should check with the employee's supervisor before discussing it with anyone. An employee shall not repeat or discuss confidential information, including specific cases, with another employee unless necessary to the conduct of the employee's daily work.

Supervisors shall, in general, be responsible for releasing information about the Village, its activities, and its employees to media reporters and to others.

The exception to this policy is Freedom of Information Act (FOIA) requests. In those instances when a FOIA request is made, all inquiries shall be referred to the Freedom of Information Coordinator (Village Clerk/Treasurer).

9.5 News Media

The Village Manager, or designee, shall be responsible for representing the Village in relations with the news media. Except for normal details or routine, individual police and fire-related cases, all information provided to the news media shall be authorized by the Village Manager. All written releases of information, including those of the police department, shall be approved by the Village Manager prior to their release. A standard operating procedure may be developed to clarify the Village's media relations procedures. This Section shall not be interpreted to unlawfully interfere with an employee's legally protected speech.



10.0 DISCIPLINARY ACTION

If an employee violates any work rule, the Village may choose to take disciplinary action, including discharge.

The Village generally adheres to the concept of progressive discipline. This means that the Village will generally take appropriate action based upon the seriousness of the situation and the circumstances. Discipline may take the form of an oral reprimand, a written reprimand, demotion, suspension, or discharge. Which of these options is chosen, or whether any of them are used prior to discharge, depends on the seriousness of the violation. The evaluation of the seriousness of the violation will be made solely by the Village in its discretion. The Village's general adherence to the concept of progressive discipline is not intended to and should not be interpreted to change the fact that the Village is an at-will employer.

Oral Warning

A supervisor may issue an oral reprimand to an employee, pointing out an unsatisfactory element of job performance. An oral reprimand is intended to elicit satisfactory job performance.

Written Warning

A supervisor may issue a written reprimand to an employee, pointing out an unsatisfactory element of job performance. A written reprimand is intended to elicit satisfactory job performance. The supervisor shall provide a copy of the written reprimand to the employee and to the Village Manager for placement in the employee's personnel file.

Demotion

A supervisor may, with the approval of the Village Manager, demote an employee for disciplinary reasons to a job having any combination of lesser responsibilities, skill requirements, performance standards, or pay rate. The supervisor shall provide a copy of the demotion to the employee and the Village Manager for placement in the employee's personnel file.

Suspension

A supervisor may, with the approval of the Village Manager, suspend an employee for disciplinary reasons without pay for a period from the remainder of the work day up to and including five (5) additional working days. The supervisor shall provide a copy of the suspension to the employee and to the Village Manager for placement in the employee's personnel file. The Village Manager may suspend an employee for disciplinary reasons without pay for a period longer than five (5) days.

Discharge

A supervisor may, with the approval of the Village Manager, discharge an employee for disciplinary reasons or performance problems or other reasons deemed appropriate by the



Village Manager. The supervisor shall provide a copy of the discharge to the employee and to the Village Manager for placement in the employee's personnel file.



11.0 EMPLOYMENT CHANGES

11.1 Transfers

When a job becomes vacant, the job opening will be posted and current employees will be eligible to apply. Transfers will be based upon job related skills, ability, education, past job performance, and past work reliability. The selection decision to fill a vacant position will be based upon the qualifications of the applicants, judged according to the discretion of the Village.

An employee who is transferred into a new job position shall serve a 90 day probationary period. If the transferred employee proves unsuitable for the new position, the employee may be allowed to return to the employee's former position at the discretion of the Village Manager.

11.2 Layoff

If the Village Council determines that Village staffing levels must be reduced, the Village Manager will lay off employees according to the Village's needs and the employee's qualifications. When these factors are relatively equal, in the discretion of the Village, length of service shall be the determining factor.

Laid off employees shall be maintained on a recall list and shall be eligible for recall for a period not to exceed three (3) months or the length of their employment with the Village since their last hire date, whichever is less. Laid off employees who are not recalled within the period that they are maintained on a recall list shall have their employment and seniority with the Village terminated.

If the Village Council determines that Village staffing levels may be restored, or if a job becomes vacant, the Village Manager may recall employees from the recall list with regard to the Village's needs and the laid off employee's qualifications. When these factors are relatively equal, according to the discretion of the Village, length of service will be the determining factor.

11.3 Discharge

When an employee is discharged, the employee shall promptly return any Village-issued equipment or keys to the supervisor. The employee shall promptly remove any personal property from any Village workstation. The Village Clerk/Treasurer shall advise the employee of final pay and benefit procedures and schedules.

11.4 Resignation

As a matter of courtesy, an employee who plans to resign should notify the Village Manager in writing of the intention as far in advance as possible, but no less than two weeks before the intended last work day. The Village Clerk/Treasurer shall advise the employee of final pay and benefit procedures and schedules.



The supervisor shall be responsible for arranging end of work items. The employee must return all office keys and any other Village-issued equipment.

11.5 Retirement

An employee who plans to retire should notify the Village Manager in writing of that intention as far in advance as possible, but no less than eight weeks before the intended last work day. The supervisor shall be responsible for arranging end of work items. The Village Clerk/Treasurer shall advise the employee of final pay and benefit procedures and schedules.

11.6 Final Compensation

A final paycheck for an employee leaving Village employment will include pay for any unpaid hours worked and any other pay due according to the terms of this Manual.

An employee leaving Village employment shall advise the Village Clerk/Treasurer whether the employee will pick up the final paycheck or whether the Village Clerk/Treasurer should mail the final paycheck to a specific address.

11.7 Death

If an employee dies on the job, the Village Manager or designee shall notify the employee's family. The supervisor will assist the employee's family as appropriate. The supervisor shall submit information to the Village Clerk/Treasurer who shall notify required agencies.

If an employee dies while employed but not on the job, the supervisor will assist the employee's family as appropriate.

Unless distance precludes their attendance, in the discretion of the Village Manager, the deceased employee's supervisor and close employee friends will be allowed to attend the deceased employee's funeral without the loss of pay.

The Village Clerk/Treasurer shall, at an appropriate time, advise the deceased employee's family/personal representative of final pay and benefit procedures and schedules.



12.0 RETIREMENT

12.1 Sick Leave Benefits Upon Retirement

Sick leave benefits are provided to eligible employees to protect them from wage loss during their working careers. Eligible employees are allowed to accumulate sick leave benefits to protect them in the event of an extended absence from work. If employees are fortunate enough that they do not need to use those accumulated sick leave benefits, the benefits are forfeited upon retirement or other termination of employment.

12.2 Post-Retirement Insurance

The Village shall not provide, and if the Village has started to provide it shall cease to provide effective _____, 20____, any health or dental insurance to Village employees after they have retired or otherwise terminated their employment with the Village, except for any insurance continuation rights they have pursuant to COBRA.



13.0 GRIEVANCES

13.1 Grievance Process

It is the policy of the Village to afford all employees a means of obtaining further consideration of a problem that remains unresolved at the supervisory level and to establish procedures that provide for timely resolution of unresolved problems.

A “grievance” shall mean a complaint by an employee with respect to the Village’s interpretation or application of the provisions of this Manual and other job-related actions.

Step One

An employee wishing to discuss a problem must approach the employee’s supervisor within five working days following the action initiating the complaint and attempt to settle the difference on an informal basis. It is the employee’s responsibility to assure that the immediate supervisor is aware of the nature and seriousness of the problem. Every reasonable effort shall be made to satisfactorily settle the complaint in this manner.

Step Two

If the problem is not satisfactorily resolved through the oral procedure, the employee may reduce the problem to writing with all the facts outlined and present it to the immediate supervisor within two working days after the oral discussion. The supervisor will have five working days in which to give the employee a written response.

Step Three

If the problem is not resolved, the employee may, within two working days following the immediate supervisor’s written response, present the problem in writing to the Village Manager. The employee shall describe the problem and cite relevant facts, describe any reasons for not accepting the supervisor’s response, and describe the remedy the employee is seeking. The Village Manager shall have five working days in which to give the employee a written response.

Step Four

If the problem still is not resolved, the employee may present the problem in writing to the Village Council. The employee shall describe the problem and cite relevant facts, describe any reasons for not accepting the Village Manager’s response, and describe the remedy the employee is seeking. The Village Council will act on the problem within 30 calendar days. The Village Council’s decision will be the final and official ruling of the Village.

If an employee fails to timely initiate and advance a complaint within this procedure, the employee waives any objection concerning the matter.



Village employees shall not take punitive action against an employee for utilizing the grievance procedure outlined above.



**14.0 PERSONNEL POLICIES AND PROCEDURES MANUAL RECEIPT AND
EMPLOYMENT TERMS ACKNOWLEDGMENT**

Acknowledgment Form

Employee Name: _____

Date Issued: _____

I acknowledge that I have received and read the Village of Spring Lake Personnel Policies and Procedures Manual. I understand that as a condition of my employment I am to comply with the policies and procedures in this Manual.

I understand that the Village of Spring Lake is an at-will employer. This means that the employment relationship is for an indefinite period of time and can be terminated at any time, with or without cause, and with or without notice. Nothing in these policies and procedures guarantees employment for any specified length of time. Employment is at the mutual consent of the employee and the Village and can be terminated at will be either party.

I understand that the Village does not have a “just cause” contract of employment (i.e., whereby the Village could only terminate its employees for just cause), either in writing or implied, with any of its non-union employees.

I understand that unless a formal written contract of employment or letter of understanding exists with a specific employee, and unless that contract or letter specifies to the contrary, the Village’s policy is that no employment contract or guarantee of continuing employment or compensation is given or implied.

I acknowledge that I have read this memo and understand that after signing this form, it will be placed in my personnel file.

Employee

Date



ATTACHMENT A

[Insert Job Descriptions]



ATTACHMENT B

[Insert Accommodation Request Form]



ATTACHMENT C

[Insert Health and Prescription Insurance Summary of Benefits]



ATTACHMENT D

[Insert Dental Insurance Summary of Benefits]



ATTACHMENT E

[Insert Life Insurance Summary of Benefits]



ATTACHMENT F

[Insert Disability Insurance Summary of Benefits]

VILLAGE OF SPRING LAKE



PERSONNEL POLICIES AND PROCEDURES MANUAL

Originally Adopted: 16 July 2001
Revised and Adopted: ~~27 November 2013~~ [10 April 2014](#)

Christine Burns, Village Manager



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ATTACHMENT A: Job Descriptions

- A1 Village Manager
- A2 Village Clerk/Treasurer
- A3 Community Services Director
- A4 Assistant to the Village Manager
- A5 Administrative Assistant—Part Time
- A6 Administrative Aide—Part Time
- A7 Department of Public ~~Services~~Works Foreman
- A8 Department of Public ~~Services~~Works Operator
- A9 Department of Public ~~Services~~Works Operator I
- A10 Department of Public ~~Services~~Works Seasonal Operator
- A11 Village of Spring Lake/City of Ferrysburg Police Chief
- A12 Sergeant
- A13 Detective/School Officer
- A14 Patrol Officer
- A15 Police Administrative Assistance
- A16 Receptionist/Cashier/Administrative Assistant

ATTACHMENT B: Accommodation Request

ATTACHMENT C: Health and Prescription Insurance Summary of Benefits

ATTACHMENT D: Dental Insurance Summary of Benefits

ATTACHMENT E Life Insurance Summary of Benefits

ATTACHMENT F: Disability Insurance Summary of Benefits



1.0 INTRODUCTION

1.1 Applicability

This Personnel Policies and Procedures Manual (“Manual”) is applicable to all employees of the Village of Spring Lake (“Village”), except as otherwise noted.

1.2 Purpose

The purpose of this Manual is to establish personnel policies and procedures pertaining to the orderly and efficient operation of the Village. This Manual ensures that recruitment, employment, retention, and separation of Village employees are based upon clearly stated policies and procedures, and are in compliance with Federal and State laws.

This Manual does not create an employment contract or an implied employment contract. This Manual is not expected or intended to create any specific right of employment for any specific duration. The Village reserves the right, consistent with these policies and law, to manage itself and to direct its work force as determined by the Village Manager and the Village Council. The Village further reserves the right to change these policies in this Manual at any time when, in the sole judgment of the Village, it is necessary to do so.

1.3 Scope

These policies shall apply to all Village full-time, part-time, seasonal/temporary, and probationary employees, except where specifically noted. These policies shall not apply to elected officials.

Where provisions of this Manual differ from the provisions of a written agreement between the Village and the employee, the provisions of the written agreement shall supersede the provisions of the Manual for that employee. All other provisions of this Manual shall apply to that employee.

In the event of a conflict between the provisions of this Manual and any Federal or State law, the provisions of the Federal or State law shall prevail.

1.4 Revision

The Village believes wholeheartedly in the policies and procedures described in this Manual. Nevertheless, the Village may alter, modify, amend, or terminate these policies and procedures with or without notice. These policies and procedures may be changed only by adoption of a written change by the Village Council.

After the adoption of a written change by the Village Council, the Village Clerk/Treasurer shall immediately revise the applicable page(s) of this Manual and shall distribute the revised page(s) with instructions to each employee to update the employee’s copy of the Manual.



1.5 Authority

This Manual shall take effect immediately upon adoption by the Village Council.

1.6 Administrative Responsibility

The Village Manager shall be responsible for the administration of this Manual and shall serve as personnel director for the Village. The Village Manager may delegate such administrative duties as the Village Manager determines to another employee who is qualified to carry out those duties.

1.7 Distribution of Manual

Each employee shall be given a copy of this Manual and a copy of any revision of this Manual. Each employee shall sign a form acknowledging receipt of this Manual and any revision of this Manual. Signed acknowledgment forms shall be retained in the employee's personnel file.

Each member of the Village Council and the Village Attorney shall be given a copy of this Manual and a copy of any revision of this Manual.



2.0 SERVICE THEME AND ORGANIZATIONAL VALUES

2.1 Service Theme

The Village seeks to maintain a high quality of life for its citizens by providing public services in a friendly, effective, and efficient manner to its residents and businesses.

2.2 Organizational Values

The Village values its people. Its employees, residents, and businesses ultimately determine the level of success and distinction the Village can achieve.

The Village believes that, ordinarily, decisions and actions should result in the greatest good for the greatest number of people. However, individual rights and minority interests must also be protected.

The Village believes that frequent and honest communication will foster an open environment of ideas, employee confidence, and productivity.

The Village believes that creating an organizational environment where change and innovation are encouraged will allow the Village to remain competitive in an ever-changing environment.

The Village believes that the delivery of public services and enforcement of local ordinances must be done in a fair and equitable manner.

The Village believes that its citizens and businesses deserve to have a local government that treats them with respect and dignity.

The Village believes that investing in the community and managing expenses wisely will result in a high quality of life and a reasonable level of taxation for residents and businesses today and into the future.



3.0 EMPLOYMENT POLICIES

3.1 Recruitment and Selection Policy

The primary objective of the Village's recruitment and selection program is to employ the applicant best suited for each vacancy on the basis of qualifications for the position without regard to race, color, national origin, sex, age, height, weight, marital status, veteran status, religion, or handicap unrelated to the ability to perform the essential requirements of the job. The Village is an Equal Opportunity Employer.

3.2 Size of the Work Force

The Village Council is responsible for the creation and elimination of all positions consistent with needs and budgetary limitations based upon the recommendations of the Village Manager. The Village Manager is responsible for initiating layoffs and ordering recalls, consistent with the wishes of the Village Council.

3.3 Recruitment

The Village Manager, with the assistance of the affected supervisor, shall be responsible for the recruitment of all Village personnel, consistent with the Village's selection policy. In order to attract qualified applicants for full-time and part-time openings, the following procedures may be utilized, in the discretion of the Village.

- A. There will be an in-house posting of the position and current employees will have the opportunity to apply.
- B. If two suitable applicants are not found among the current employees who are interested in the position pursuant to Section 3.14, Promotion From Within, the vacant position shall be posted on the public bulletin board in the Village Hall and published in the local newspaper.
- C. Recruitment of other persons from the public or private sector may be accomplished by any other reasonable means of attracting a qualified candidate.

The listing of the means above is not intended to impose a requirement upon the Village Manager to follow each and every means listed.

Qualified applicants should fit the criteria established for the particular positions as detailed by the applicable Job Descriptions. The Village Manager and the Village supervisors should review Job Descriptions for Village employees to ensure that the knowledge, skills, abilities, and other qualifications required for particular jobs keep pace with the changing work environment and the needs of the Village. Job Descriptions are included as Attachment A.



3.4 Equal Employment Opportunity Policy

The Village's Equal Employment Opportunity and Affirmative Action program is designed to ensure adequate employment opportunities for employees and citizens. The Village is committed to prohibiting illegal discrimination in employment on the basis of race, color, sex, age, religion, national origin, height, weight, marital status, veteran status, or the presence of any sensory, mental, or physical disability unless such disability effectively prevents the performance of the essential duties required of the position. To this end, race, color, religion, national origin, sex, age, disability, height, weight, marital status, veteran status, or other factors not pertinent to job performance will not be considered by the Village in recruitment, examination, appointment, training, promotion, retention, salary determination or other conditions of employment except in cases which legally constitute a bona fide occupational qualification.

The Village Manager shall serve as the designated Equal Employment Opportunity (EEO) Officer with primary responsibility for staying abreast of Federal, State, County, and Village EEO regulations and guidelines, informing elected officials of changes and trends and developing programs at all levels.

Any complaints or charges of employment discrimination made by employees to their supervisor should be referred immediately to the EEO Officer. Supervisors, department heads, and elected officials are responsible for being aware of current legal and regulatory developments and for knowing in detail the Village's EEO Program.

Equal Employment Opportunity Practices

The Village Manager shall undertake the following actions to assure equal employment opportunities in the Village.

- A. Periodically review all position qualifications and job descriptions to ensure requirements are relevant to the tasks to be performed. Make recommendations as needed to delete requirements not reasonably related to the tasks to be performed.

Pre-employment inquiries shall be in accordance with applicable State and Federal laws and only information specifically related to occupational standards shall be asked.

Unless it can be established that jobs can only be performed by one sex or by a specifically aged person or by a person with specific physical characteristics, these questions shall not be considered during the pre-employment, hiring, or promotion process.



- B. Assure that pay and fringe benefits depend upon job responsibility and, along with overtime work, are administered on a non-discriminatory basis.
- C. Inform and provide guidance to staff and management personnel who make hiring decisions so that all recommendations for hiring, promotion, and termination, including those of minorities and women, are considered without discrimination and are given equal opportunity.
- D. Create a pool of qualified candidates to encourage diversity and ensure equal employment opportunity in hiring. The practices described in Section 3.3 will be followed under the EEO Officer's direction.
- E. Should an employee of the Village have a complaint of alleged discrimination, the employee shall file a written complaint with the Village Manager. If the complaint is against the Village Manager, then the employee shall file a written complaint with the Village President. At the time a complainant is advised of a determination regarding the complaint, the complainant is also advised of the process to appeal the determination.

3.5 Title VII (Civil Rights Act of 1964) Policy Statement

The Village assures that no person shall, on the grounds of race, color, national origin, or sex as provided by Title VII of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), and any other applicable law, be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Village further assures every effort will be made to ensure nondiscrimination in all of its committees, programs, and activities, regardless of the funding source.

The Village will include Title VII language in all written agreements and bid notices and will monitor compliance.

The Village Manager will be responsible for initiating and monitoring Title VII activities, and all other responsibilities as required.

3.6 Terms of Employment

The provisions contained in this Manual supersede any and all contrary representations that have been made either by the Village or Village employees. No employee, supervisor, or other person, except the Village Manager in a writing signed by the Village Manager and authorized by the Village Council, has the authority to enter into any employment agreement on behalf of the Village for any specified period of time, pursuant to any particular conditions, or to make any agreement contrary to the terms expressed in this Manual.



The Village is an at-will employer. This means that the employment relationship is for an indefinite period of time and can be terminated at any time, with or without cause and with or without notice by either the Village or the employee.

3.7 Employment Status

Regular, Full-Time: An employee who is hired to work on a regular, rather than a temporary, basis and who works an average of 40 hours or more each week, over a period of 52 consecutive weeks, is considered to be full-time and is eligible to receive fringe benefits subject to applicable eligibility requirements and limitations placed upon probationary employees.

Regular, Part-Time: An employee who is hired to work on a regular, rather than a temporary, basis and who averages fewer than 40 hours per week, over a period of 52 consecutive weeks, is considered to be a part-time employee and is not eligible for fringe benefits except as specifically described in the Benefits Section of this Manual.

Temporary or Seasonal: An employee who is hired to work only on a project basis or for a specified period of time is considered to be temporary or seasonal. Temporary or seasonal employees are not eligible to receive benefits.

Probationary: All new employees, be they regular full-time, regular part-time, or temporary or seasonal, are considered probationary for the first 12 months of employment.

General: An individual employed by the Village, excluding unionized police officers and part-time employees, who is compensated by the Village on an hourly, as opposed to a salaried, basis. Included in this category are non-salary, sworn police officers not unionized and therefore covered by this Manual rather than a collective bargaining agreement.

3.8 Probationary Period

A Village employee's first 12 months of employment with the Village are considered to be a period of probation.

The probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. Village employees will receive additional training during this time, and employees should not be hesitant about asking questions to help them better understand their jobs, policies, procedures, and, most importantly, the goals of the Village.

During the established probationary period, the Village reserves the right to terminate the probationary employee's service for any reason or for no reason. If an employee is unable to perform the work, the person should generally be terminated as early as possible. Rejected probationers shall be notified of such action in writing by the Village Manager or the supervisor at



any time during the probationary period and a copy of that notification shall be retained in the personnel files.

At the end of the probation period, the employee is formally evaluated and provided written documentation of progress. It is also expected that informal evaluations will be conducted during the course of the probation period to assess performance and to advise employees of expectations regarding performance. These evaluations provide the necessary justification for retention of the person as a regular employee.

Under unusual circumstances, the probationary period may be extended. This is only after an evaluation of the situation, the employee's abilities, and the employee's demonstrated potential. Probation extension is done only upon recommendation of the supervisor and the approval of the Village Manager.

Upon successful completion of the probationary period, the employee shall be informed that regular employee status has been achieved. This will be accomplished by the appropriate supervisor with the approval of the Village Manager. Completion of the probationary period does not give the employee any job-continuation rights; the Village shall be and remain an at-will employer.

When an employee first becomes a regular, full-time staff member, the employee becomes eligible for appropriate leaves retroactive to the beginning date of employment.

3.9 Promotion Probationary Period

A promotion shall include a 12 month probationary period.

The promotion probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. Village employees will receive additional training during this time, and employees should not be hesitant about asking questions to help them better understand their jobs, policies, procedures, and, most importantly, the goals of the Village.

During the established promotion probationary period, the Village reserves the right to terminate the probationary employee's service in the promoted position for any reason or for no reason. If an employee is unable to perform the work, the person should generally be terminated as early as possible. Rejected probationers shall be notified of such action in writing by the Village Manager or the supervisor at any time during the promotional probationary period and a copy of that notification shall be retained in the personnel files.

In the event of termination of an unsuccessful probationary period, the employee may, subject to the Village's discretion, have the right to return to the original position. Nothing herein guarantees



this right if termination of employment is for disciplinary action pertaining to criminal wrongdoing or for violations of this Manual.

At the end of the probation period, the employee is formally evaluated and provided written documentation of progress. It is also expected that informal evaluations will be conducted during the course of the probation period to assess performance and to advise employees of expectations regarding performance.

Under unusual circumstances, the probationary period may be extended. This is only after an evaluation of the situation, the employee's abilities, and the employee's demonstrated potential. Probation extension is done only upon recommendation of the supervisor and the approval of the Village Manager.

3.10 Americans With Disabilities Act (ADA) Policy

The Village does not discriminate on the basis of disability unrelated to performance in employment or the provision of services. It is the intent of the Village to give disabled persons equal opportunity to participate in or enjoy the benefits of Village services, programs, or activities and to allow disabled employees a bias-free work environment. The Village, upon request, will provide reasonable accommodation in compliance with the Americans With Disabilities Act.

The Village is committed to creating an environment in which facilities for public meetings and general public use are reasonably accessible. Furthermore, the Village will provide auxiliary aids and services (interpreters, readers, assisted listening devices, text telephones, large print materials, audio tape, help in filling out forms, and other similar services and actions) if necessary and if such reasonable accommodations can be provided without undue hardship to the Village. Disabled persons may request the auxiliary aids and services of their choice, which will be given primary consideration. Notice of accessibility will be included in Village publicity announcements.

The Village has a commitment to ensure equal opportunities for disabled Village employees. Reasonable efforts will be made to provide an accessible work environment and additional accommodations, including auxiliary aids and services. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such a manner as to not promote discrimination of disabled employees.

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not unlawfully discriminate on the basis of disability. Reasonable accommodations will be provided upon request during an application/interview process.

The Village is also committed to ensure equal opportunity for disabled persons to participate on boards and commissions. Board and commission meetings will be held in accessible locations. Reasonable requested auxiliary aids and accommodations will be provided during the selection



process of board and commission members. Through the recruitment process, the Village will actively seek and invite the participation of board and commission members who are disabled.

All future construction and renovation of Village-owned buildings and facilities will be carried out in accordance with State Barrier-Free Code regulations and ADA Accessibility Guidelines (ADAAG).

In the event citizens, employees, or other participants in the Village's programs, services and activities feel the Village has violated their rights under the ADA, this policy provides a grievance procedure for handling such complaints.

Village staff shall be trained to ensure that disabled persons may participate in and benefit from Village programs, services, and activities.

Accommodation Request Notice

Consistent with the requirements of Act 121 of the Public Acts of 1990, as amended, all job applicants and all employees are given notice that if they believe that the Village has failed to accommodate them as handicappers in accordance with the provisions of Act 121 of the Public Acts of 1990, they must notify the Village in writing of the need for accommodation within 182 days after the date they knew or reasonably should have known that accommodation was needed by them to perform a job which they hold or seek.

An accommodation request form is attached as Attachment B for applicants and employees to complete and thereby request accommodation from the Village for their handicap.

Any written notification submitted by them to the Village should be directed to the following individual at the following address:

Village Manager
Village of Spring Lake
102 West Savidge Street
Spring Lake, MI 49456.

Any person with questions regarding this notice shall contact the above referenced individual.

ADA Grievance Procedure

The Village adopts the following internal grievance procedure which provides for prompt and equitable resolution of complaints alleging any action prohibited by the Equal Employment Opportunity Commission (EEOC) regulations implementing Title I of the ADA and the U.S. Department of Justice regulations implementing Title II of the ADA. Title I of the ADA states that "no covered entity shall discriminate against a qualified individual because of the disability of



such individual in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.” Title II of the ADA states that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity or be subjected to discrimination by any such entity.”

Complaints should be addressed to:

Village Manager
Village of Spring Lake,
102 West Savidge Street,
Spring Lake, MI 49456.

Alternatively, complaints may be called in to the Village Manager at (616) 842-1393. The Village Manager has been designated to coordinate ADA compliance efforts (the ADA Coordinator). The Village Manager shall maintain the files and records of the Village relating to the complaints filed and ensuing investigations.

- A. A complaint may be filed either in writing or verbally. It shall consist of the name and address of the person filing it, or on whose behalf it is filed, and a brief description of the alleged violation of the ADA regulations. A complaint shall be filed within 182 calendar days after the complainant becomes aware or reasonably should have become aware of the alleged violation.
- B. An investigation, as may be appropriate, shall follow a filing of complaint. The ADA Coordinator, or the designee of the ADA Coordinator, shall commence an investigation within 10 calendar days following the filing of the complaint. The investigation will be informal but thorough, affording all interested persons and their representatives, if any, an opportunity to submit information relevant to such investigations.
- C. The Village Manager shall issue, in writing, a determination as to the validity of the complaint and a resolution of the complaint, if any. A written copy of the determination and resolution, if any, shall be mailed to the complainant within 30 calendar days following the filing of the complaint.
- D. The complainant may request a reconsideration of the determination of the Village Manager in instances where the complainant is dissatisfied with the resolution. The request for reconsideration shall be made within 30 calendar days following the date the complainant receives the determination of the Village Manager. The



request for reconsideration shall be made to the Village Manager, Village of Spring Lake, 102 West Savidge Street, Spring Lake, MI 49456, or by calling the Village Manager at (616) 842-1393. The Village Manager shall review the records of the complaint and may conduct further investigations when necessary to obtain additional relevant information. The Village Manager shall issue the decision on the request for reconsideration within twenty (20) calendar days of the filing of the request for reconsideration. A copy of the reconsideration decision shall be mailed to the complainant.

- E. The complainant may request further reconsideration of the determination of the Village Manager in instances where the complainant is dissatisfied with the reconsideration decision of the Village Manager. The request for further reconsideration should be made within 10 calendar days following the date the complainant receives the reconsideration determination of the Village Manager. The request for further reconsideration shall be made to the Village Council through the Village Clerk/Treasurer, Village of Spring Lake, 102 West Savidge Street, Spring Lake, MI 49456, or by calling the Village Clerk/Treasurer at (616) 842-1393. The Village Council shall review the records of the complaint and may conduct further investigations when necessary to obtain additional relevant information and shall issue its decision within 30 calendar days of the filing of the request for further reconsideration. A copy of the decision shall be mailed to the complainant. The decision of the Village Council is final.
- F. The complainant's right to a prompt and equitable resolution of the complaint shall not be impaired by the complainant's pursuit of other remedies, such as the filing of a complaint with the U.S. Department of Justice or any other appropriate federal agency. Furthermore, the filing of a lawsuit in state or federal district court can occur at any time. The use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- G. These procedures shall be construed to: 1) protect the substantive rights of interested persons, 2) meet appropriate due process standards, and 3) comply with the ADA and implementing regulations.

3.11 Pre-Employment Physicals

Applicants who have received and accepted a conditional job offer with the Village shall be required to have a pre-employment examination given by a physician designated by the Village.

The medical examination, given at the expense of the Village, will determine whether or not the prospective employee is able, with or without reasonable accommodations, to perform the essential functions of the offered job without posing a direct threat to the health or safety of



individuals in the work place. The physician designated by the Village will determine if the prospective employee is physically capable of performing the job for which the person has applied. The medical examination will also serve to document the prospective employee's current physical condition.

Drug testing may be required in accordance with applicable regulations. The expense for this testing will be the responsibility of the Village.

3.12 Open Door Policy

It is the Village's desire to provide good working conditions and maintain harmonious working relationships among employees as well as between employees and management. In order to correct any work related problems, the Village must be fully informed about them. Therefore, the Village has an open door problem-solving policy.

Employees are encouraged to discuss concerns or suggestions with their supervisor. Employees of the Spring Lake/Ferrysburg Police Department, for instance, are encouraged to refer questions and concerns to the Chief of Police prior to contacting the Village Manager. However, employees who believe that the supervisor has not or cannot adequately address the situation are encouraged to discuss the problem with the Village Manager. This procedure is not intended to prohibit the direct discussions staff has always had with the Village Manager on an informal basis.

3.13 Employee Safety and Health

The Village is committed to protecting the safety and health of every employee. However, the responsibility for maintaining a safe and healthy working environment is not just that of the Village. Every employee has a responsibility to comply with all safety rules and programs established by the Village. Employees are also expected to report to their supervisor or the Village Manager any conditions that may be unsafe or unhealthy.

The Village will comply with all Federal and State safety and environmental regulations. Some of these regulations specify and require certain protective equipment. The Right-to Know Act entitles an employee to information concerning the chemical composition of hazardous substances used in and around the employee's job. The Material Safety Data Sheet (MSDS) binder detailing this information is located at the reception desk in the Village Manager's Office.

3.14 Promotion From Within

Internal promotions are beneficial. Competition for the best person to promote is beneficial. The Village's policy is to promote from within, assuming two or more qualified candidates exist.



The Village shall advertise outside the Village staff if only one qualified candidate is perceived to exist internally. External advertising will occur also if only one perceived qualified candidate actually applies.

The Village Manager may waive this procedure in individual circumstances if deemed overall more beneficial to the citizens of the Village.

3.15 Nepotism

It is the goal of the Village to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts, or management disruptions exists. The Village may allow existing personal relationships to be maintained or employ individuals with personal relationships to current employees under the following circumstances:

- Individuals with a relationship to each other may not work under the supervision of the same manager;
- They may not create a supervisor/subordinate relationship with each other;
- They may not supervise or evaluate each other;
- They may not audit or review in any manner each other's work;
- The relationship may not create an adverse impact on work productivity or performance;
- The relationship may not create an actual or perceived conflict-of-interest.

Individuals may not be employed if a member of their immediate family (spouse, child, parent, grandparent, brother, sister, step family member, in-law family member) serves on a Village board or any committee or council which has authority to review or order personnel actions or wage and salary adjustments which could affect the individuals' job.

No personal employee relationship covered by this policy will be allowed to be maintained, regardless of the positions involved, if it creates a disruption or potential disruption in the work environment, creates an actual or perceived conflict of interest, or is prohibited by any legal or regulatory mandate.

This policy must be considered when hiring, promoting, or transferring any employee. Authority is given to the Village Manager to use this policy at the Village Manager's discretion.



4.0 COMPENSATION

4.1 Compensation of Employees

The Village seeks to reasonably compensate its employees for the services they provide. From time to time, the Village will study wages, salaries, and benefits paid by other employers for comparable services, with the goal being to keep the wages, salaries, and benefits paid by the Village in line with those available in the market. However, this does not guarantee that the compensation paid by the Village will always equal or exceed the compensation available elsewhere.

Wage increases, when granted, are based upon an employee's job performance. Customer service, attendance, accuracy, quality and quantity of work, job knowledge, cooperation, initiative, and loyalty are all important factors in determining an employee's compensation for a given year. Compensation increases will be based on merit and will take into consideration the competitive market value of each position.

Each employee shall be entitled to the annual salary or hourly wage determined by the Village Council and as appropriated in the Village budget.

4.2 Standard Work Hours

For full-time employees who are not exempt from the Fair Labor Standards Act (FLSA) but are rather paid on an hourly basis, the regular work week will generally consist of eight hours per day, five days per week. However, this shall not be considered a guaranteed minimum number of hours.

- A. Office employees generally will be assigned to a work schedule of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding the non-paid hour lunch period.
- B. Department of Public ~~Services~~ Works (~~DPS~~DPW) employees generally will be assigned to work from 7:30 a.m. to 4:00 p.m., Monday through Thursday, excluding the non-paid half-hour lunch period. ~~DPS~~DPW employees generally will work from 6:00 a.m. to 12:00 noon on Friday. This results in 38 scheduled hours, although they will be paid for 40 hours if they work all the scheduled hours, which is intended to compensate ~~DPS~~DPW employees for their on-call status.

The Village Manager may assign employees to other days and hours within the work day.

4.3 Paydays

Employees will generally be paid for the two work week period ending every other Sunday on the following Thursday before 12:00 noon. If a regularly scheduled payday coincides with a holiday, paychecks generally will be distributed the preceding work day.



4.4 Compensatory Time-Off Policy

Full-time Village employees employed on an hourly basis who are eligible for overtime pay may elect to receive either time and one-half pay or time and one-half compensatory time-off. Compensatory time off shall be earned at one and one-half hours for each hour worked as overtime. All such elections shall, however, be subject to the provisions of this policy. Further, all overtime must be approved in advance by the employee's supervisor, and all overtime for which compensatory time-off may be elected must be so designated by the Village Manager.

Election

The election of pay or compensatory time-off must be made in writing before the end of the payroll period in which it is earned. Otherwise, the Village may elect for the employee. Once the election of pay or compensatory time-off is made, it may not thereafter be changed without the expressed prior consent and approval of the Village Manager.

Advance Approval

Compensatory time-off may only be taken at times which the Village approves in advance.

Periods of Accumulation and Use

Compensatory time-off shall be earned and recorded on a fiscal year basis, July 1 through June 30. All compensatory time-off earned during a fiscal year must be taken by the end of that fiscal year. No compensatory time-off earned during a fiscal year may be carried beyond June 30. All compensatory time-off must still be taken during times approved in advance by the Village Manager. Compensatory time-off not taken by June 30 of the fiscal year in which the compensatory time-off is earned shall be paid out in cash at the next following pay day. The amount of cash shall be determined by multiplying the employee's then regular rate of pay by the amount of compensatory time-off to be paid out in cash.

Payment at Termination

Employees with accumulated and unused compensatory time-off at the termination of their employment with the Village shall be paid in cash for such time, using their final regular rate of pay to compute the amount of the payout.

4.5 Overtime Pay and Premium Pay Policy

Definitions

For purposes of this policy, unless a contrary meaning is expressly provided or necessarily implied in Section 3.7, Employment Status, the following words shall have the following meanings.

- A. **Work Day**: a 24 hour period from 6:00 a.m. each day to 6:00 a.m. the next day.



- B. Work Week: a seven day period from 6:00 a.m. Sunday to 6:00 a.m. the following Sunday.
- C. Holiday: a day specifically designated as such in writing by the Village, for which general employees may receive pay for unworked hours (a holiday shall begin at 6:00 a.m. on the day of the holiday and shall end at 6:00 a.m. on the following day).

Work Day Overtime

Time and one-half a general employee's regular rate of pay shall be paid for all hours worked in a work day which exceed the general employee's scheduled shift, provided such overtime is approved in advance by the general employee's supervisor, and provided such overtime is at least in excess of eight hours worked by the general employee on the work day. For example, if a general employee is scheduled to work an eight hour shift on a particular work day, the general employee shall be paid the additional amount for hours worked in excess of eight; however, if a general employee is scheduled to work a 12 hour shift on a particular work day, the general employee shall be paid the additional amount for hours worked in excess of 12. This provision applies to general employees only, unless permitted for regular part-time employees or temporary or seasonal employees on a case-by-case-basis as approved by the Village Manager.

Work Week Overtime

Time and one-half a general employee's regular rate of pay shall be paid for all hours worked in excess of 40 per work week, provided such overtime is approved in advance by the general employee's supervisor.

Premium Holiday Pay

A general employee who works on a holiday will be paid straight time for the holiday plus time and one-half for the hours worked on that holiday, provided such hours are approved in advance by the general employee's supervisor.

Training or Instructional Time

Training or instructional time shall not count as hours worked if either one of the following two subsections is applicable.

- A. Attendance is outside the general employee's regular working hours; attendance is voluntary; the training or instructional program is not directly related to the general employee's job; and the general employee does not perform any productive work during attendance at such training or instructional program.
- B. The general employee attends the training or instructional program on the general employee's own individual and voluntary initiative; attendance is outside the general employee's regular working hours; and the general employee does not



perform any productive work during attendance at such training or instructional program.

Training or instructional time that counts as hours worked pursuant to subsection A or B above shall nevertheless not count toward work day overtime. Rather, such training or instructional time which counts as hours worked shall count only toward work week overtime.

Flex Time

If work week overtime is preferred as compensatory time, hour for hour, by a general employee, it may be taken within the FLSA 80 hour, two week pay period for general employees who are not police officers, and within the 171 hour, 28 day pay period for general employees who are police officers.

No Pyramiding

There shall be no pyramiding of work day and work week overtime (i.e., overtime shall not be paid on the same hours twice; rather, any work day overtime shall directly offset any work week overtime which would otherwise be due a general employee pursuant to this policy or the applicable State or Federal law). Further, there shall be no pyramiding of overtime and premium holiday pay (i.e., overtime and premium holiday pay shall not be paid on the same hours twice; rather, any premium holiday pay shall directly offset any overtime which would otherwise be due a general employee pursuant to this policy or the applicable State or Federal law).

4.6 — Pay Advances

~~Requests for paychecks in advance of the regular pay date will not be granted except for vacation pay.~~

~~An employee leaving on vacation may request an advance on payroll by providing the Village Clerk/Treasurer with a written request. Pay advances for vacation pay generally will be processed provided the Village Clerk/Treasurer is given sufficient notice prior to the vacation.~~

~~Those who are away on the regular pay date may have their checks mailed to them upon request. In absence of specific instructions, the Village Clerk/Treasurer will hold checks until the employee returns to work.~~



5.0 EMPLOYMENT RECORDS

5.1 Performance Evaluation

The Village recognizes the importance of providing its employees with regular feedback regarding their job performance. Performance evaluations are intended to measure the quality and quantity of the work Village employees perform and their abilities to work with others. Evaluations should let employees know areas where improvement is needed and should help set goals for future performance. While a positive evaluation does not guarantee promotions or salary increases, Village administrators may consider employee evaluations together with the many other factors that affect those decisions.

Probationary Period

Beginning with an employee's actual date of hire, an employee's supervisor will evaluate the employee's capability to handle the job requirements of the position. Informal evaluations will be conducted periodically during the first 90 days of employment. A formal, written evaluation shall be conducted in accordance with Section 3.8 of this Manual. Based upon the employee's evaluations and other appropriate factors, the employee's probationary period may be extended. Completion of the probationary period does not give an employee any job continuation rights; the employee remains "at-will."

Annual Evaluations

Upon completion of the probationary period, an employee will receive performance evaluations annually near the end of each fiscal year. However, Police Department employees may instead be evaluated near the end of each calendar year. Performance evaluations will include an analysis of the quality and quantity of the employee's work, job knowledge, initiative, and ability to work with others. Performance evaluations will be considered in the matters of compensation and promotion together with other appropriate factors. The Village Manager or designee will review each evaluation with the employee. This provides an opportunity for the Village Manager and the employee to review accomplishments, focus attention on areas which need improvement, adjust priorities, and establish goals which will allow the employee to grow professionally. The employee will be required to sign the evaluation to acknowledge that it has been reviewed and discussed with the Village Manager or designee.

The Village Manager has the discretion to review the performance of employees more frequently than once per year. Regular and sustained feedback and communication between the employee and the Village Manager is encouraged throughout the year.

The annual evaluation is not a guarantee of employment, nor is it binding on the Village in terms of creating expectations of continued employment.



5.2 Personnel Files

Employee Access

Employees will be allowed reasonable access to their personnel files as provided under the Bullard-Plawecki Employee Right to Know Act. The employee has a right to examine the employee's personnel file or to obtain a copy of it upon a written request to the Village Manager or the employee's supervisor. If the employee wishes to examine the file, the employee may do so during normal business hours provided it does not interfere with the employee's assigned duties, or the Village Manager will make arrangements with the employee for an examination before or after work. No employee is permitted to remove any item from any personnel file. If an employee disagrees with any information, the employee must immediately notify the Village Manager. The employee may write a statement of disagreement with respect to any item in the file, which will be attached to the specific document questioned.

File Maintenance/Contents

The Village Manager is responsible for establishing and maintaining an official personnel file, containing information necessary for effective personnel administration, for each employee.

Supervisors, with the exception of the Police Chief, shall not keep separate personnel files for their employees.

Supervisors are responsible for forwarding appropriate documents to the Village Manager for inclusion in the personnel files of employees in their departments.

An employee personnel file shall include:

- A. application/resume;
- B. job description;
- C. information about whom to notify in an emergency;
- D. Federal, State, and local tax withholding authorizations;
- E. proof of citizenship form (I-9);
- F. any court-ordered withholding instructions;
- G. any voluntary withholding authorizations.

An employee personnel file shall also include, to the extent applicable:

- A. health insurance enrollment copy;
- B. dental insurance enrollment copy;
- C. disability insurance enrollment copy;
- D. life insurance enrollment copy;



- E. deferred compensation plan enrollment copy;
- F. education/training records;
- G. performance evaluations;
- H. letters of commendation/awards;
- I. written disciplinary actions;
- J. record of keys issued;
- K. any other documents applicable to the employee and properly included in a personnel file.

An employee shall advise the Village Clerk/Treasurer in writing of any changes in the employee's address, marital status, number of dependents, designated emergency contact, tax withholding status, beneficiaries, and voluntary withholding authorizations.

The Village considers as confidential all information in a personnel file except:

- A. when requested to verify information relating to job title, department, salary, and dates of employment.
- B. as otherwise provided by State or Federal law.

An employee may review the employee's personnel file in accordance with State and Federal laws.

Access to personnel files will be limited to the Village Manager, the employee's supervisor, their designee, and the individual employee, except as otherwise required by applicable law.

5.3 HIPAA (Health Insurance Portability and Accountability Act of 1996) Policy

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) promotes the confidentiality of Protected Health Information (PHI) of health care recipients by providing a patient's right to have access to or a copy of certain PHI maintained by the Village. In general, a patient has a right of access to inspect and obtain a copy of his or her PHI held by the Village, for as long as PHI is maintained. Requests for access may be submitted in writing to the Village Clerk/Treasurer.



6.0 EMPLOYEE BENEFITS

6.1 Group Insurance

The Village offers disability, life, medical, prescription, and dental insurance for regular, full-time employees, including those in the probationary period, if they choose to participate and if they meet the eligibility requirements. Employees should contact the Village Clerk/Treasurer regarding coverage and eligibility requirements. The terms of the benefit will be controlled by the applicable insurance carriers.

In the event that an employee eligible for insurance coverage is laid off, commences a leave of absence, or terminates employment with the Village, the Village shall have no obligation or liability to make any further insurance premium payment for the employee or the employee's lawful dependents. Employees may continue some insurance benefits under the provisions of COBRA ("Consolidated Omnibus Budget Reconciliation Act of 1985") by paying the total cost of the premium if they meet all other eligibility requirements. An employee and eligible dependents will be given information about continuation coverage under COBRA once they become covered under the appropriate plan. The Village shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first day of the premium month following the date of their return to work. The Village shall continue insurance premium payments for individuals on workers' compensation leaves of absence for a period of up to three months, after which time such employees may continue insurance benefits pursuant to COBRA to the extent they are eligible and COBRA is applicable.

Health and Prescription Insurance

For a detailed description of benefits, employees should refer to the Certificate of Medical Coverage. A summary of benefits is included as Attachment C. The Village will pay its share of the premiums for eligible employees and their eligible dependents. Eligible employees pay 15 percent of the applicable premium; this will be increased to 20 percent effective July 1, 2014.

Dental Insurance

A summary of benefits is included as Attachment D. The Village will pay the premiums for eligible employees and their eligible dependents.

Life Insurance

The Village provides life insurance coverage for regular, full-time employees at the rate of one times an employee's annual salary up to \$50,000.00. A summary of benefits is included as Attachment E. The Village will pay the premiums for eligible employees.

Medicare and Social Security Benefits

All non-police personnel must participate in Social Security and Medicare according to federal law. Therefore, the Village will deduct from each covered employee's wages and will contribute



on behalf of each covered employee, matching contributions to the Social Security and Medicare programs on behalf of each covered employee.

Long-Term Disability Insurance

The Village offers full-time, regular employees long-term disability insurance. The Village will pay the premiums for eligible employees. Disability insurance partially compensates an employee for wages lost during a disability that is not a workers' compensation injury or illness. An employee must be out of work for a certain period of time (the elimination period) before the disability insurance becomes effective. Accumulated, unused vacation or sick time may be used to cover at least part of the elimination period. A summary of benefits is included as Attachment F.

6.2 Group Health and Dental Insurance Participation Waiver

In General

Employees who are eligible to participate in either the group health or the group dental insurance or both (the "group plans") may elect in writing to waive their participation in either or both.

If an employee who is eligible to participate in either or both of the group plans declined in writing to so participate in either or both, the spouse and dependents of that employee shall not be eligible to participate in the group plan or group plans in which the employee has elected to not participate.

Premium Payments Saved

Near or after the end of the Village's fiscal year, the Village shall determine the amount of the premium payments saved by the Village during that fiscal year pursuant to an eligible employee's written decision to decline coverage in either of both of the group plans (i.e. the "Premium Payments Saved"). The Premium Payment Saved by the Village shall include the premium payments which the Village would have made to either or both of the group plans on behalf of the eligible employee and the eligible employee's spouse and dependents, if any, had the eligible employee not declined coverage in either or both of the group plans.

An eligible employee may elect single coverage and decline spousal or family coverage thereby creating Premium Payments Saved as the difference between the single rate and the rate for the employee for which the employee would have qualified with spousal or family coverage.

Alternative Coverage

If an eligible employee provides proof of alternate health insurance coverage during any time the employee waives participation in the group health plan, or if an eligible employee provides proof of alternate dental insurance coverage during any time the employee waives participation in the group dental plan, or if an eligible employee provides proof of both alternate health and alternate dental insurance coverage during any time the employee waives participation in the group plans, then the Village will provide an alternative benefit (i.e. the "Alternative Benefit") to the employee.



An eligible employee may make only one election per Village fiscal year to receive the Alternative Benefit in lieu of participation in the group health plan, and one election per Village Fiscal year to receive the Alternative Benefit in lieu of participation in the group dental plan.

Enrollment Period

Once the eligible employee has elected to receive the Alternative Benefit in lieu of participation in the group health plan or the group dental plan, or both, the eligible employee may not decide to participate in the group health plan or the group dental plan in lieu of the Alternative Benefit except during an enrollment period. The eligible employee would then begin to participate in the group health or the group dental plan, as the case may be, as the first day of the next Village fiscal year.

Employment Termination

If any eligible employee leaves the employment of the Village before the end of the Village fiscal year for which the employee would otherwise receive an Alternative Benefit, and if the employee has not been discharged or allowed to resign in lieu of discharge, the Village shall provide the Alternative Benefit as soon as reasonably possible after the employee's Village employment ends. If the eligible employee leaving the employment of the Village chooses to receive additional paid vacation, the additional paid vacation shall be treated like any other accrued and unused paid vacation credited to the eligible employee upon leaving the employment of the Village.

Alternative Benefit

The Alternative Benefit shall consist of any of the following options selected by the eligible employee, subject to the Village's authority to reject an option selected by the employee.

A. Additional paid vacation may be taken during times approved by the Village during the fiscal year immediately following the fiscal year in which the Village saved premium payments it would otherwise have been obligated to make for the eligible employee. The amount of vacation will vary according to the insurance participation waived by an eligible employee. Specifically, the additional paid vacation will be computed according to the following schedule.

1. If the eligible employee waives participation in the group health plan for the entire fiscal year, the eligible employee shall be entitled to nine days of additional paid vacation.
2. If the eligible employee waives participation in the group dental plan for the entire fiscal year, the eligible employee shall be entitled to one day of additional paid vacation.



3. If the employee waives participation in both of the group plans for the entire fiscal year, the eligible employee shall be entitled to ten days of additional paid vacation.

4. If the eligible employee waives participation in either of the group plans or both of the group plans for a portion of the fiscal year, the eligible employee shall be entitled to a pro-rated portion of the applicable amount of additional paid according to the above schedule.

B. An additional contribution may be made by the Village to a qualified retirement plan established by the Village under Section 457 of the Internal Revenue Code for eligible employees, including the employee in question. The additional contribution shall be made during the fiscal year in which the Village saved premium payments it would otherwise have been obligated to make for the eligible employee or as reasonably soon thereafter as the amount saved by the Village can be determined. Any such additional contribution shall be subject to all rules and regulations applicable to the qualified retirement plan. The amount of additional contribution shall be equal to 50 percent of the Premium Payments Saved by the Village pursuant to the eligible employee's election to waive participation in either or both of the group plans.

C. An additional cash payment may be made by the Village to an eligible employee who waives participation in either of the group plans or both. The additional compensation shall be paid during the fiscal year in which the Village saved premium payments it would otherwise have been obligated to make for the eligible employee, or as reasonably soon thereafter as the amount saved by the Village can be determined. The amount of the additional compensation shall be equal to 50 percent of the Premium Payments Saved by the Village pursuant to the eligible employee's election to waive participation in either or both of the group plans.

6.3 — Section 125 Plan (Flex Plan): Orthodontia, Health Co-Pays, Childcare, Etc.

~~All regular full-time and part-time employees are able to be reimbursed for eligible expenses, voluntarily, with pre-tax dollars from bi-weekly payroll deductions. This reimbursement is accomplished by an employee declaration of expenses expected to be incurred over the course of a year that will be used for orthodontia, health co-pays, childcare, or similar expenses. When these expenses are incurred, reimbursement is made upon the submission of receipts to the Flex Plan Provider. See Appendix K.~~

6.36.4 On-the-Job Injury or Occupational Illness



If an employee sustains an injury arising out of and in the course of employment with the Village, the employee shall be entitled to evaluation and treatment as provided by the Michigan Workers' Disability Compensation Act.

Employees must report all on-the-job injuries and occupational illnesses within 24 hours to their supervisor and complete a Department of Labor "Incident Report" form, even when medical care is not sought for the injury. All forms must be submitted to the Village Clerk/Treasurer. Based upon the employee's report, the Village Clerk/Treasurer shall file an application for workers' compensation in accordance with applicable laws, rules or regulations.

The employee's supervisor shall ensure that the employee has transportation to receive necessary minor medical care. When possible, the employee should be taken to receive the required medical care. When necessary, 911 should be utilized to take the employee to the proper facility.

Workers' compensation only pays a percentage of the employee's normal pay. An employee may use accrued sick leave to supplement workers' compensation benefits in an amount sufficient to equal the employee's regular rate of pay.

Employees are required to attend all follow-up medical visits unless other arrangements have been made and approved by the Village Manager. Employees who miss follow-up appointments and have not returned to their jobs following a lost time injury may lose their benefits and be considered absent without authorized leave.

Return to Work Program

The Village will attempt to provide transitional return to work opportunities for all employees who are temporarily disabled due to an on-the-job injury as soon as medically feasible. Return to work opportunities will first be considered within the same department and finally within the organization.

The return to work program shall be coordinated by the Village Manager.

When an injured employee is released to return to work with temporary limitations on duties, the employee is required to participate in the return to work program, if the Village has work for the employee to perform.

Light duty assignments shall fulfill meaningful job functions and be made within the parameters of an employee's limitations. The assignment shall not create a new job, but may incorporate or modify a present position on a temporary basis. Assignments shall be handled on a case-by-case basis.



Employees shall be compensated at a level of pay commensurate with jobs requiring the performance of similar tasks based upon the Village Wage/Salary Program.

An employee who declines a light duty position that meets the employee's limitations may be disqualified from workers' compensation benefits or subject to disciplinary action or both. The employee will remain on light duty, subject to its availability, until the employee is physically able to return to regular duties.

The return to work program is not a guarantee of permanent continued employment, nor is any employee guaranteed a light duty assignment. Termination of employment does not preclude provision of workers' compensation benefits as provided by State statute.

6.4.6.5 Deferred Compensation

The Village provides an option to any regular, full-time employee to invest a portion of present earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount (defined contribution) can be designated by the employee to be withheld from the employee's paycheck and invested for payment at a later date, usually at retirement, when most people are in a lower income bracket. Under this arrangement, neither the deferred amount nor earnings on the investments are subject to current Federal income taxes until such time as the employee receives payment from the plan.

The Village-approved program includes various investment options and is currently administered by the International City Management Association Retirement Corporation (ICMA-RC). Enrollment can be arranged through the Village Clerk/Treasurer. The plan requires one year of service before an employee may participate. The plan provides that a covered employee earns 10 percent vesting for each year of service to the Village, so that full vesting is reached after 10 years.

A summary plan description will be provided to eligible employees to help them understand eligibility in the plan and contributions to the plan.

6.5 Educational Assistance Program

~~Under the Educational Assistance Program (EAP), the Village offers reimbursement to regular full-time employees who have completed one year of service for the costs of approved courses taken through accepted educational institutions. The reimbursement is payable after satisfactory course completion. Under the EAP, eligible employees may be reimbursed for 50 percent of their costs for tuition, books, and required fees for approved courses that are successfully completed. Reimbursement shall not be provided for social activities, parking fees or other expenses.~~

~~In order to satisfactorily complete an approved course, an eligible employee must receive a minimum grade of 3.0 on a 4.0 scale (or the equivalent).~~



~~When an eligible Village employee is also eligible for educational assistance benefits from another source in the form of a scholarship or grant which the employee is not legally obligated to repay (other educational grants), the employee shall not be entitled to receive reimbursement under this EAP for more than that portion of 50 percent of the cost of tuition, books, and required course fees which exceeds the amount obtained from other educational grants.~~

~~Courses may be approved only if taken at an accredited college, university, technical school, or adult education facility. In order for an employee to be eligible for reimbursement under this EAP, each course must be submitted to the Village Manager for approval. Such approval shall be in the sole discretion of the Village Manager.~~

~~Criteria for course approval, which may be considered by the Village Manager, include but are not limited to:~~

- ~~A. Whether the course is a necessary or appropriate qualification for a high school equivalency certificate, where the employee has not obtained a high school diploma or its equivalent;~~
- ~~B. Whether the course has a specific relationship to the employee's present position, including whether the course is necessary or appropriate for a degree which has a specific relationship to the employee's present position;~~
- ~~C. Whether the course has a specific relationship to a Village position for which the employee may be eligible in the future, including whether the course is necessary or appropriate for a degree which has a specific relationship to a Village position for which the employee may be eligible in the future, and which course is part of a personal development program approved by the employee's department head~~

~~Approval of courses, degree programs, or personal development programs shall not create any obligation for the Village to change an employee's work assignment(s), allow time to study, transfer or promote the employee to another job, or guarantee the employee employment.~~

~~All courses must be completed within a reasonable time period and must not interfere with the employee's normal work schedule. In certain circumstances to be determined on a case by case basis at the sole discretion of the Village Manager, this rule may be temporarily waived under terms contained in a written approval of this exception issued by the Village Manager.~~

~~To obtain reimbursement after completion of an approved course, an eligible employee must submit the following to the Village Manager:~~



- ~~A. A request for training and education reimbursement submitted on a form approved by the Village Manager in advance of registration for the course;~~
- ~~B. An itemized statement of costs for which reimbursement is sought (which includes the deduction of other educational grants received by the employee), with satisfactory documentation for each item; and~~
- ~~C. Evidence of satisfactory completion of the course.~~

~~The maximum reimbursement shall be \$1,000.00 per fiscal year.~~

6.6 Uniforms

The Village will ~~reimburse~~provide Department of Public Works employees with an allowance for the purchase of work-specific clothing such as pants, protective boots, shirts, and jackets to be worn while working for the Village. This ~~reimbursement~~allowance shall be limited to \$400.00, payable ~~every~~ the first pay day after July 1 each year.

Department of Public Works employees will also be issued safety equipment required for their assignments, such as safety glasses, hats, and gloves.

6.7 Mileage Reimbursement

Employees who utilize their personal vehicles for Village business will be reimbursed the Internal Revenue Service allowable rate per mile. Each employee who drives a private vehicle for Village business must have liability insurance on that vehicle.

No reimbursement for mileage shall exceed the dollar amount of the round trip airfare at the coach rate on a licensed common carrier, plus auto rental or taxi fare at point of destination.

When two or more employees are attending the same seminar, convention, or meeting, car-pooling shall be practiced whenever possible. The actual odometer reading from Village Hall to destination and return to the Village Hall will be used.

If an employee travels by an indirect route for personal convenience, the employee shall bear any extra expense involved. Reimbursement for such travel shall be for only that part of the expense as would have been necessary in order to travel.

6.8 Travel Reimbursement

It is the policy of the Village to reimburse employees for reasonable and necessary expenditures made by employees while on official Village business. All allowable expenses other than mileage shall be reimbursed on an actual cost basis. All expenses must be itemized if applicable. Invoices or receipts showing proof of payment shall accompany claims for reimbursement of non-mileage



travel expenses. Additionally, employees shall record expenses on a “Travel Expense Report,” which may be obtained from the Village Clerk/Treasurer.

Employees may receive an Expense Advance from the Village prior to leaving to conduct official Village business.

The Village shall not reimburse for sales tax, since the Village is exempt.

Lodging

Hotel and motel expenses will be reimbursed. A reasonable class of accommodation shall be selected where choice is available. The single rate should be clearly identified on all receipts.

Meals

Meal reimbursements for all overnight trips are to be itemized on the Travel Expense Report. The Village will reimburse reasonable meal expenses.

Parking and Tolls

Parking and toll fees will be reimbursed for actual cost.

The following are examples only of expenses that will not be reimbursed

- A. Laundry, cleaning, or valet services (except for trips of over five days duration);
- B. Tobacco;
- C. Alcoholic beverages;
- D. Entertainment;
- E. Personal telephone calls ~~to home~~;
- F. First class travel accommodations when economy or coach class are available;
- G. Meals or lodging in lieu of meals or lodging included in the registration fee;
- H. Fines, forfeitures, or penalties;
- I. Rental vehicle except as pre-approved by the Village Manager;
- J. Expenses of a spouse or other non-employee;
- K. Loss or damage to personal property;
- L. Barber, beauty parlor, shoeshine, or toiletries; and
- M. Personal postage.

6.9 Gratuities

It is recognized that gratuities are a necessary expense of doing business. Reimbursement shall be granted, but in no case shall they exceed 15 percent a valid charge.

6.10 Membership Dues



The Village will pay the annual dues or fees for each employee who is required by ordinance, or by State or Federal law, to be a member of a professional organization or who must maintain a current certification or license as a condition of employment. Payments will be made upon approval by the Village Manager.

Annual dues for professional organizations that promote individual professional growth, competence, and effectiveness in functioning as municipal employees will be paid by the Village upon approval of the Village Manager. Employees will be allowed time off with pay to attend local, State, and national meetings of these professional organizations subject to the approval of the Village Manager and budgetary limitations.

6.11 Periodical Subscriptions

The Village will pay subscriptions to periodicals that are beneficial for department operations. Supervisors will submit requests to the Village Manager, who will consider the requests within budgetary limitations.



6.12 Holidays

Ten holidays are observed by the Village. The holidays observed shall be as follows:

New Year's Day;	Thanksgiving Day;
Good Friday (1/2 day);	Day after Thanksgiving;
Memorial Day;	Christmas Eve;
Independence Day;	Christmas Day;
Labor Day;	New Year's Eve (1/2 day); and
	New Year's Eve.

In the event a holiday falls upon a Sunday, the following Monday shall generally be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall generally be deemed to be the legal holiday.

Regular, full-time or regular, part-time employees who are paid on an hourly basis and work on a holiday will receive premium holiday pay as described in Section 4.5.

When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited.

An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for that holiday.

6.13 Personal Time

Regular, full-time employees are eligible to receive three personal days and the employee's birthday (32 personal leave hours) per year. Personal leave hours will be paid at regular pay rates and cannot be carried over past the current fiscal year.

Personal leave hours shall be available for use during the year beginning on July 1. Employees employed after July 1 of a given year shall receive a prorated share of personal leave.

All leave requests must be approved in advance by the employee's supervisor. Unexcused absences will reduce available personal time by a like number of hours. Unused personal leave hours shall be canceled upon termination of employment.

6.14 Sick Leave

Commencing the first full calendar month following the completion of one full month of employment, regular, full-time employees shall earn paid sick leave credits at the rate of eight hours for each calendar month actually worked. Paid sick leave may be accumulated up to a maximum of ~~_____ hours. No accumulation shall be allowed above that amount, and no payment~~



~~shall be made to employees who would otherwise accumulate above that amount. Any greater accumulations above that amount shall be forfeited without compensation. 700 hours.~~

Employees entitled to sick leave may remain away from work with pay when such absence is the result of personal illness or physical incapacity not job connected (or during the first seven calendar days of an illness or incapacity which is job connected), or when the absence is the result of sickness of an immediate family member ~~residing in the same dwelling as the employee.~~

An employee who is collecting workers' compensation benefits as a result of an on-the-job injury shall utilize sick leave in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided such supplementary benefits are not paid in excess of the accrued sick leave credited to the employee.

~~In the event of an employee's death, all unused accumulated sick leave up to the maximum amount will be paid to the employee's estate.~~

Sick leave is a benefit to be used only in the case of a bona fide case of sickness, accidents, doctor or dental appointments, and requests for the employee's presence by immediate family, doctor, or clergy due to family illness.

Sick leave shall not accrue during leaves of absence without pay ~~from the Village.~~

Long-term disability insurance is a benefit provided by the Village. All eligible employees are required to use the long-term disability program when following the required period. Any employee who is off work and utilizing sick leave for more than four weeks in duration, will utilize 80 hours of sick leave per payroll period, unless a lesser amount is necessary to supplement their long-term disability payments.

The employee may supplement long-term disability payments and receive a full paycheck from the Village by utilizing sick leave hours. The employee is not permitted to accrue additional sick hours or other leaves while receiving disability or workers' compensation payments beyond four weeks.

No sick leave will be given to an employee in excess of the amount earned and available to the employee. An employee may utilize vacation time when sick leave has been exhausted.

6.15 Vacation Time

Vacation benefits shall be accorded to regular full-time employees only. Vacation benefits shall be awarded to eligible employees on each July 1, based on their years of employment with the Village. Employees shall not be allowed to carry unused vacation into the next fiscal year.

Paid vacation benefits shall be earned according to the following schedule:



VACATION SCHEDULE	VACATION HOURS
On the first July 1 after an eligible employee's last hire, if the last hire was <u>after</u> the preceding January 1	40 hours
On the first July 1 after an eligible employee's last hire, if the last hire was on or <u>before</u> the preceding January 1	80 hours
On the second through the sixth July 1 after last hire	80 hours
On the seventh through the eleventh July 1 after last hire	120 hours
On the twelfth through the twentieth July 1 after last hire	160 hours
On the twenty-first July 1 after last hire	168 hours
On the twenty-second July 1 after last hire	176 hours
On the twenty-third July 1 after last hire	184 hours
On the twenty-fourth July 1 after last hire	192 hours
On the twenty-fifth and each subsequent July 1 after last hire	200 hours

Upon voluntary resignation or retirement from Village employment after giving the Village at least 14 days advance written notice, an employee shall be paid at the normal rate of pay for any earned and accrued vacation benefits not used prior to resignation or retirement. Upon the death of an active Village employee, the deceased employee's estate will be paid any earned and accrued vacation benefits not used prior to the employee's death.

Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.



If an employee is eligible for holiday pay, and if a holiday falls within an employee's vacation period, the day will be treated as a holiday and not as a vacation day.

Supervisors are responsible for managing the vacation schedules in their departments and for administering the provisions of this policy. All vacation requests must be submitted to an employee's supervisor or the supervisor's designee. The Village Manager shall review vacation schedules for all employees based upon the recommendation of the immediate supervisor. Both the immediate supervisor and the Village Manager reserve the right to deny vacation requests and to require that the time be taken at times more convenient to the Village.

6.16 Vision Reimbursement

The Village shall reimburse each employee up to a total of \$300.00 for vision care expenses incurred each fiscal year. The vision care expenses must have been incurred by the employee for the employee or for the employee's dependents. The vision care expenses must have been incurred for prescription eyewear. The Village shall not be obligated to reimburse an employee until the employee has submitted documentation to the Village of the vision care expenses incurred by the employee, and until the Village has approved such documented expenses as eligible for reimbursement.



7.0 LEAVE OF ABSENCE

7.1 Family and Medical Leave Act

As provided by the 1993 Family and Medical Leave Act (FMLA), all eligible employees shall be entitled to take up to 12 weeks of unpaid, job-protected leave during any 12 month period for specified family and medical reasons.

Eligible employees can use up to 12 weeks of leave during any 12 month period. The Village will use a rolling 12 month period measured backward from the date an employee uses any FMLA leave. Each time an employee uses leave, the Village computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken five weeks of leave in the past 12 months, the employee could take an additional seven weeks under this policy.

If an employee has accrued paid leave of less than 12 weeks, the employee will use paid leave first and take the remainder of the 12 weeks as unpaid leave.

If an employee uses leave because of the employee's own serious medical condition or the serious health condition of an immediate family member, the employee will first use all paid vacation, personal, or sick leave, and then will be eligible for unpaid leave.

An employee using leave for the birth of a child will use paid sick leave for physical recovery after childbirth. The amount of sick leave utilized after this point will be decided on a case-by-case basis. The employee will then use all paid vacation and any personal leave and then will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee using leave for the adoption of or foster care for a child will use all paid vacation, and any personal or family leave first, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

If and to the extent this policy is not consistent with the FMLA, as amended, the FMLA shall control.

7.2 Leaves of Absences Without Pay

Regular, full-time and regular, part-time employees may be granted leaves of absence in the case of illness, injury, disability, serious illness in their family, or other reasons acceptable to the Village in accordance with the following terms and conditions.

- A. The employee shall submit a written application for a leave of absence stating the reasons for the leave, the proposed beginning and ending dates, and any other pertinent information. The leave request shall be filled with the employee's



supervisor. The supervisor shall recommend to the Village Manager whether the request should be granted, modified, or denied.

- B. If a leave of absence is granted by the Village, it shall be granted in writing, shall specify the beginning and ending dates of the leave, and shall be signed by the Village Manager.
- C. Any leave of absence granted pursuant to the provisions of this policy shall be without pay unless the employee is on a medically-related leave and is eligible for sick leave pay in accordance with the Village benefits schedule. Unpaid medical leave may be used for a disability or illness that extends beyond the period of accrued sick leave. As a general rule, paid sick leave should be exhausted before requesting unpaid leave. Vacation accruals should also be used before starting an unpaid medical leave after sick leave accruals are exhausted.
- D. Non-medical leave time, for career advancement, or for personal or family situations, may be granted after vacation accrual has been exhausted.
- E. Requests for medical leave must be accompanied by documentation from the employee's attending physician.
- F. Leaves of absences shall, if granted, be for an initial period of 90 calendar days or less. During this initial 90 day period only, an employee's health, dental, life, and disability insurance premiums will continue to be paid by the Village if continued coverage is permitted by the respective insurance carriers.

An employee may request an extension of the leave in increments of 90 days or less. However, after the initial 90 day period, the Village's payment of the employee's health, dental, life, and disability insurance premiums will cease. The employee is entitled to continue these benefits at the employee's own cost as provided by State and Federal law, and if allowed by the respective insurance carriers.

All requests for extensions shall be made in the same manner as required for the original leave. The granting of any leave extension or renewal shall not result in the resumption or continuation of any insurance payments or benefits by the Village.

- G. The granting or denial of any leave of absence, including any renewal or extension thereof, shall be in the Village's sole discretion based upon the availability of qualified help, the needs of the Village, the frequency of such requests, and other factors deemed pertinent by the Village. The granting or denial of any leave or



extension in a given case shall not be deemed a practice or precedent so far as any other case is concerned.

- H. While on a leave of absence, employees shall not earn or accrue paid vacations, paid holidays, or paid sick leave days. The Village will not make contributions to the employee's retirement account or accounts, unless the employee is on a medically-related leave and is eligible for sick leave pay in accordance with the Village benefit schedule. The Village will, however, make such contributions for any portion of the leave covered by paid sick-time or vacation.
- I. No leave of absence shall be used for reasons other than those stated in the employee's leave of absence application. Further, employees may not use the leave of absence to seek or perform work for another employer without the prior consent of the Village. Verification of an employee's leave status may be required by the Village. Notwithstanding any other provision of this policy, the Village may terminate an employee's leave of absence if it appears that the leave is no longer appropriate.
- J. An employee on a leave of absence may request that the leave be terminated and that the employee be returned to active Village employment prior to the expiration date of the leave. However, the Village shall have sole discretion to determine whether or not to allow the early termination of the leave.
- K. Upon expiration of an employee's approved leave of absence, the Village may require a physical examination or other proof of fitness prior to allowing the employee to return to work. The physical examination or proof of fitness must be job related and consistent with business necessity.

Upon expiration of an employee's approved leave of absence, if the leave was not extended beyond its initial 90 day period, the employee shall be returned to the former position the employee had with the Village, or a job which is reasonably similar to the employee's former position in terms of job responsibility and rate of pay.

Upon the expiration of an employee's approved leave of absence, if the leave was extended beyond its initial 90 day period, the employee may be returned to the former position the employee had with the Village provided it is still open and provided the employee is still fully qualified for it. If the employee's former position is not open or if the employee is not fully qualified for that position, then the employee may be returned to another open position for which the employee is fully qualified which is reasonably similar to the employee's former position in



terms of job responsibility and rate of pay. In the event no such reasonably similar position is open for which the employee is fully qualified, then the employee may be offered the next reasonably similar position, if any, for which the employee is fully qualified and which becomes available within the 90 day period following the expiration of the leave of absence. If an employee is not returned to active Village employment during that 90 day period, the employee's employment and seniority with the Village shall be terminated.

For purpose of this policy, determination of an employee's qualifications for any given position, and determination of jobs which are reasonably similar to each other, shall be made by the Village according to its discretion. To the extent that a leave extends beyond the 90 day initial period, the employee risks the potential that a position will not be available at the termination of an extended leave.

- L. The Village may waive the procedural rules for an employee who wishes to obtain a leave of absence if the Village determines in its discretion that following such rules would serve no valid purpose or otherwise is not necessary. Any such waiver will not establish precedent for future situations.
- M. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.

7.3 Bereavement Leave

In the event that a death occurs in a regular, full-time employee's immediate family, that employee will be granted bereavement leave up to 24 hours off with pay to arrange or attend funeral activities.

"Immediate family" shall be defined as an employee's spouse, parent, stepparent, grandparent, child, stepchild, sibling, step-sibling, parent-in-law, sibling-in-law, or a person who resided in the employee's home permanently. The Village Manager may require verification of the need for the leave, and the amount needed.

In the event that a death occurs in a regular full-time employee's non-immediate family, that employee will be granted up to eight hours off with pay to attend the funeral. "Non-immediate family" is determined by the Village Manager on a case-by-case basis and is subject to the Village Manager's approval. The Village Manager may require verification of the need for the leave and the amount needed.



If additional time is necessary, it shall be taken as sick leave, vacation, or unpaid leave if sick leave and vacation have been exhausted. Use of leave requires advanced authorization by the employee's supervisor.

7.4 Jury Duty Leave

A regular, full-time employee who is required to serve and does serve on jury duty shall be allowed authorized leave with pay less any amount received for such service, excluding mileage and travel fees. An employee who receives notice of jury duty must notify the employee's supervisor immediately in order that arrangements may be made to cover the position.

The employee should provide the Village Clerk/Treasurer with verification of any pay received from the court.

An employee who works the day shift and is excused from jury duty by noon is expected to return to work at the Village. However, the employee's combined hours of jury duty and actual hours of work shall not exceed the employee's regularly scheduled hours of work, unless the employee voluntarily agrees. If excused as a juror for any given day, the employee is expected to contact the employee's supervisor and to report to work as instructed.

Time on jury duty will not affect vacation, sick leave, or personal leave accruals.

7.5 Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides protection to members of the Uniformed Services, including Active Military, Reserve and National Guard. The Village shall comply with this and any other applicable law concerning these issues.



8.0 EMPLOYMENT - STANDARDS

8.1 Truthfulness of Employment Application/Resume

The Village expects all information submitted with an application for employment to be accurate and truthful. If the Village finds subsequent to employment that an employee has falsified the contents of an employment application or related materials, that employee may be disciplined, including discharge.

8.2 Attendance

Regularity of attendance and punctuality is essential to the orderly performance of the Village's work. Employees are expected to be conscientious about reporting for work on time and using sick leave appropriately. Employees are expected to report to work on time and be prepared to start work at the regularly scheduled starting time. Employees are also expected to remain at work through the end of their schedules except for regularly scheduled breaks or authorized leaves.

An employee is considered to be absent if not present for work during the prescribed work hours. An absence may be excused or unexcused. If the Village Manager determines that the employee's absence is due to illness, injury, or some other reasonable cause, the employee's time of absence will be charged to the appropriate leave. If the Village Manager determines that the employee's absence is unexcused, the employee will not be paid for the time not worked. An unexcused absence may subject an employee to disciplinary action up to and including discharge.

Absenteeism and tardiness which is unexcused is strongly prohibited. Employees will not be compensated for time not worked except as otherwise provided in this Manual. If an employee will be absent or late in arrival for work, it is important that the employee notify the employee's supervisor as soon as possible but generally no later than one hour before the regularly scheduled starting time. In all cases where an employee may be absent or tardy, the employee must provide the employee's supervisor with an explanation. Whenever possible, an employee must also inform the employee's supervisor when the employee will arrive or return to work. Barring extenuating circumstances, employees must call in on any day they are scheduled to report but will be tardy or absent.

Excessive absenteeism, whether excused or not, is not acceptable. Excessive absenteeism and tardiness may subject an employee to disciplinary action up to and including discharge. Each situation of excessive absenteeism or tardiness will be evaluated on a case-by-case basis.

Unless due to extenuating circumstances beyond the control of the employee and acceptable to the Village Manager, an employee who fails to report to work without any notification to the employee's supervisor for a period of three or more consecutive work days will be considered to have voluntarily terminated Village employment. This action will result in the immediate loss of benefits.



8.3 Lunch and Rest Periods

Lunch periods generally will be scheduled to allow for continuous staffing of all offices with at least one person.

Employees are generally provided, but not guaranteed, a 15 minute paid rest period for each four hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four hour work period.

8.4 Maintenance of Skills

All employees must maintain the level of qualifications and training required for their jobs. Some positions require annual training, continuing education, or certification. An employee who fails to adequately maintain a skill requirement may be subject to remedial action, reassignment, demotion, or discharge.

8.5 Personal Appearance

The image employees project to the public by their dress is important to maintaining a proper business atmosphere. All employees are expected to dress appropriately according to the nature of their jobs. Supervisors may assist employees in determining what attire is appropriate. Some jobs may have additional restrictions for safety reasons.

8.6 Harassment Prohibition

Purpose

The purpose of this prohibition is to state the Village's commitment to maintain an environment that is free from intimidation, humiliation, or insult for all Village employees, as well as all members of the public who come into contact with the Village. The intimidation, humiliation, and insults prohibited include, without limitation, physical or verbal or mental abuse or other annoying actions, whether based upon sex, race, religion, ethnicity, color, physical handicap or condition, age, national origin, marital status, or any other such personal characteristic.

Policy

Harassment on the basis of personal characteristics such as, but not limited to, sex, race, religion, ethnicity, color, physical handicap or condition, age, national origin, or marital status is an offense against the Village in general, against the target or targets of the harassment in particular, and quite possibly against the law as well. "Harassment" means unwelcome verbal or physical or mental conduct or communication when:

- A. Submission to such conduct or communication by an individual is explicitly or implicitly made a term or condition of the individual obtaining or retaining



employment or of the individual receiving services or information from the Village;

- B. Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting the individual's employment or the services or information the individual receives from the Village; or
- C. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or of creating an intimidating, hostile, or offensive environment for the individual working in or otherwise dealing with the Village.

Whether certain behavior constitutes prohibited harassment may depend upon the facts and circumstances of each particular situation. By way of example and not limitation, the following actions or communications may constitute harassment under certain circumstances: unwelcome requests, demands, or subtle pressure for inappropriate favors or preferential treatment; lewd comments or gestures; unwanted intentional physical contact; continued or repeated verbal abuse; degrading words used to describe an individual; graphic verbal comments about an individual; display of offensive objects, pictures, signs, buttons, or other such items; or retaliation against an individual for refusing to grant inappropriate favors or preferential treatment or for reporting an incident of possible harassment.

Pursuant to all of the above, harassment by any Village employee on the basis of personal characteristics such as those described above is strictly prohibited, whether such harassment is directed against other Village employees or members of the general public who are served by the Village.

It is the Village's intent to deal with all reported complaints or incidents of harassment in a fair, impartial, and expeditious manner. All such complaints or incidents will be investigated on a case-by-case basis. In those instances where a violation of the harassment prohibition is found, immediate action will be taken to remedy the situation and to prevent its recurrence.

Each Village employee is generally responsible to help eliminate all forms of prohibited harassment. Every supervisor employed by the Village is specifically responsible to prevent prohibited harassment from occurring within the supervisor's work environment or area of responsibility.

All Village employees who violate this harassment prohibition will be subject to disciplinary procedures, up to and including discharge.

Procedures



Any Village employee who claims to be the victim of prohibited harassment from another Village employee, or who observes another Village employee engaging in prohibited harassment of any other individual, is encouraged to tell the offending Village employee to stop the harassment immediately. Whether or not the offending Village employee is told to stop the harassment, each Village employee who is the victim of or who observes another Village employee's prohibited harassment shall report such harassment to the Village as soon as reasonably possible. The reporting Village employee may report directly to the Village Manager or any other Village supervisor or the Village President. Verbal reports will satisfy the reporting requirement and will be received for information; however, a written report must generally be filed before an actual investigation of any alleged harassment is conducted. Such an investigation would normally include the following:

- A. Interviewing the complainant and reducing the complainant's statement to writing;
- B. Interviewing all witnesses identified by the complainant and reducing their statements to writing;
- C. Reviewing any documentary or other evidence submitted by the complainant;
- D. Interviewing the alleged harasser and reducing the harasser's statement to writing;
- E. Interviewing all witnesses identified by the alleged harasser and reducing their statements to writing;
- F. Interviewing other potential witnesses who may have observed the conduct alleged or who may possess knowledge regarding the allegation under investigation and reducing their statements to writing;
- G. Reviewing any documentary or other evidence submitted by the alleged harasser;
- H. Informing all witnesses, including the complainant and the alleged harasser, of the desired confidentiality of the investigation;
- I. Completing a written determination of the validity of the complaint.

Notwithstanding any provision of this harassment prohibition to the contrary, Village employees are not prohibited from making complaints through the Michigan Department of Civil Rights under the Elliott-Larsen Civil Rights Act or through the United States Equal Employment Opportunity Commission under the Civil Rights Act of 1964. Village employees are, however, encouraged to initially make their complaint to an appropriate individual within the Village. In any event, no individual may be retaliated against for complaining about harassment, for opposing



harassment, or for participating in an investigation of a harassment complaint, whether or not any violation of this harassment prohibition or any actual harassment is actually found.

Resolving the Complaint

- A. If, as a result of the investigation, the Village determines that a violation of this harassment prohibition has occurred, the Village will take prompt and appropriate remedial action to eliminate the violation and to insure that it does not recur.

Such remedial action may include:

1. Disciplinary action of the harasser up to and including termination of employment;
2. Restoration to an individual of any employment benefits or employment status or any other rights or benefits impaired as a result of the harassment or the exercise of the right to make a complaint of harassment, to oppose harassment, or to participate in an investigation;
3. Referral of any individual, including the harasser or the complainant or both, to counseling;
4. At the option of the complainant, transfer or reassignment of the complainant;
5. Other appropriate measures to assure that any individual adversely affected by the filing of a complaint, participation in any complaint proceeding, or opposition to harassment is restored to the position held prior to the violation of the harassment prohibition;
6. Removal of the effects of the violation in the workplace, such as the removal of offensive graffiti or posters or similar objects of visual harassment, the elimination of offensive remarks, and the elimination of unwanted physical contact; and
7. Other appropriate measures to assure that the harassment prohibition is enforced.

- B. If, as a result of the investigation, the Village determines that no violation of the harassment prohibition has occurred, the Village should:

1. Inform the complainant and the alleged harasser of the results of its investigation and the reasons for its finding of no violation;
2. Advise the complainant and the alleged harasser that the Village is committed to the enforcement of the harassment prohibition and will not tolerate harassment or retaliation of any sort;



3. Notwithstanding the determination that no violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, opposing harassment, or participating in an investigation under the harassment prohibition;
 4. Advise the complainant to provide additional information relating to any violations in the future;
 5. Take other appropriate measures to assure that the harassment prohibition is enforced.
- C. If, as a result of the investigation, the Village determines that there is insufficient information from which to make a determination whether a violation of the harassment prohibition has occurred, the Village should:
1. Inform the complainant and the alleged harasser of its finding that no determination can be made;
 2. Advise the complainant and the alleged harasser that the Village is committed to the enforcement of the harassment prohibition and will not tolerate harassment or retaliation of any sort;
 3. Notwithstanding the determination that there is insufficient information from which to determine that a violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, opposing harassment, or participating in an investigation under the harassment prohibition;
 4. Advise the complainant to provide additional information relating to any violations in the future;
 5. Take other appropriate measures to assure that this harassment prohibition is enforced.

Maintaining Confidentiality

The Village recognizes the general interest in keeping these matters confidential.

To protect the interests of the involved people, the Village will maintain confidentiality throughout the investigatory process to the extent practicable and appropriate under the circumstances.

Confidentiality and privacy are protected to the extent provided by law, but persons from whom information is taken should be aware that the complainant and the alleged harasser may have access to some or all of the evidence under certain circumstances.

The complainant, alleged harasser, and any witnesses shall be advised that retaliation against or intimidation of any person is prohibited and, if substantiated, may be a separate basis for investigation and potential discipline.



All records of complaints, including contents of meetings, interviews, results of investigations, and other relevant material, will be kept confidential by the Village, except where disclosure is required by law.

Where discipline results against the alleged harasser, an appropriate reference will be made in the harasser's file in such a manner that will protect the privacy of the complainant and any witnesses, to the extent allowed by law.

8.7 Smoking Policy

In the interest of providing a safe and healthy environment for employees, customers, and visitors, and in accordance with the Michigan Clean Indoor Air Act, P.A. 198 of 1986, as amended and the Ottawa County Smoke-Free Indoor Air Regulation 2007, the Village's policy on smoking is as follows.

Prohibition of Smoking in Public and Private Worksites and Public Places

- A. Smoking shall be prohibited in all enclosed Village worksites, including but not limited to the following places:
 - 1. All enclosed areas of worksites and public places owned, rented, leased, or otherwise under the control of the Village, including motor vehicles;
 - 2. Restrooms, lobbies, reception areas, hallways, and any other common-use areas;
 - 3. Waiting areas of public transit depots;
 - 4. All areas available to and customarily used by the general public;
 - 5. Public and private meeting facilities, including Barber School.
- B. The Village will maintain a written smoking policy per the Ottawa County Smoke-Free Indoor Air Regulation. The policy shall contain, at a minimum, the following requirements, C through I.
- C. Smoking is prohibited in all enclosed areas within this worksite without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, employer owned or leased business vehicles, and all other enclosed facilities.



- D. The smoking policy shall be communicated at the time of employment of new employees.
- E. The Village administration shall supply a written copy of the smoking policy upon request to any existing or prospective employee.
- F. Smoking shall be prohibited near entrances, operable windows, and ventilation systems of all worksites and public places where smoking is prohibited by this regulation. A no smoking area which extends a reasonable distance from any entrances, operable windows, and ventilation systems to any enclosed areas where smoking is prohibited is hereby created; the distance shall be 25 feet or to property edge, whichever is closer, which shall be a distance sufficient to ensure that persons entering or leaving the building or facility shall not be subjected to breathing tobacco smoke and to ensure that tobacco smoke does not enter the building or facility through entrances, windows, ventilation systems, or any other means. All smoking trash receptacles shall be placed outside the no smoking area in order to discourage smoking in these areas.
- G. “No Smoking” signs or the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently, and conspicuously posted in every building or other area where smoking is prohibited.
- H. Every public place where smoking is prohibited by this policy shall have signs conspicuously posted at every entrance clearly stating that smoking is prohibited.
- I. All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this policy by the owner, operator, manager, or other person having control of such area.

8.8 Substance Abuse Policy (No Alcohol or Drugs Rule)

It is the Village’s intent to provide a drug-free, safe, and secure work environment for its employees. To ensure a safe and efficient workplace, the Village will strictly enforce the following rules.

- A. No employee shall possess, distribute, use, or be impaired by alcohol or illegal prohibited drugs while on Village property, on Village business, representing the Village at any social or other function, or during working hours, including rest and meal periods.



- B. No employee shall be impaired by legal prohibited drugs while on Village property, on Village business, representing the Village at any social or other function, or during working hours, including rest and meal periods.
- C. The Village retains the right to test for unauthorized prescription drugs, illegal drugs, controlled substances, and alcohol prior to return to work after a motor vehicle accident at work or at other times at work when there is reasonable suspicion of impairment.

Any employee who violates any of these rules or this policy may be disciplined up to and including discharge.

“Illegal prohibited drugs” are those substances that are illegal to sell or possess. “Legal prohibited drugs” are any prescriptions or non-prescription drugs that may impair working ability. An employee who is taking a legal prohibited drug must notify the employee’s supervisor of its use and expected effect. Employees have a duty to know if the legal prescription or non-prescription drugs they are taking may impair working ability.

Employees required to possess a valid commercial driver’s license to satisfy job requirements are subject to drug and alcohol requirements and prohibitions established by Federal and State law.

8.9 Credit Card Policy

The following policy shall govern the use of Village credit cards.

- A. The Village Manager or designee shall be responsible for issuing, accounting for, monitoring, retrieving, and generally overseeing compliance with the Village’s credit card policy.
- B. The Village Manager shall only issue cards to persons that the Village Council designates by resolution as eligible to use credit cards.
- C. Village officers and employees who use a Village credit card shall, within a reasonable time, submit a copy of the vendor’s credit card slip to the Village Manager or designee.
- D. An officer or employee who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Village Manager shall be immediately notified. The entity issuing the lost or stolen credit card shall then be immediately notified to cancel the card.
- E. An officer or employee issued a credit card shall return the credit card to the Village Manager or designee upon termination of employment or service with the Village.



- F. The Village Manager shall:
 - 1. Maintain a list of all credit cards issued to the Village, along with the name of the officer or employee who has been issued, the credit card, the credit limit established, the date issued, and the date returned;
 - 2. Review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card slip shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the Village Council.
- G. The Village Council shall not approve payment to the entity issuing the credit card until all transactions have been verified.
- H. The balance under the credit card arrangement shall be paid by the due date to avoid any interest charges.
- I. Officers and employees who use a Village credit card in a manner contrary to this policy shall be subject to disciplinary action by the Village Council, up to and including discharge.
- J. The Village Council acknowledges that the total combined authorized credit limit of all credit cards shall not exceed \$5,000.00.

8.10 Use of Village Vehicles

Village vehicles shall be used for official Village business only, unless specifically authorized by the Village Council.

Village vehicles shall not be taken home overnight except as follows:

- A. Employees may take a Village vehicle home for one night when attendance to an out-of-town meeting takes place late at night after normal working hours or early in the morning prior to normal working hours;
- B. Employees may take a Village vehicle home when designated by their supervisor to be on "24-hour call" for department emergencies; and
- C. Employees may take a Village vehicle home when authorized by the Village Manager for official business.



Village vehicles must be available for Village business at all times.

Transporting family members in Village vehicles shall be allowed only when the family member is properly accompanying a Village employee to a business meeting or official function.

Village vehicles shall be legally and appropriately operated and parked at all times. Violations issued to the driver of the vehicle will be the responsibility of the driver, not the Village.

Seat belts will be used by the driver and passengers when the vehicle is in motion. It shall be the driver's responsibility to ensure use of seat belts by all passengers.

All employees whose duties require the operation of a Village vehicle or who operate a privately owned vehicle while conducting Village business as a part of their employment with the Village must possess a valid State driver's license.

Employees operating Village vehicles or privately owned vehicles while conducting Village business shall observe all traffic laws, rules, and regulations, as well as the dictates of common sense and good judgment.

In no event may an employee operate a Village vehicle after drinking an alcoholic beverage or using any illegal prohibited drug to the point that the beverage or drug is detectable in the employee's system.

If before or while employed by the Village, an employee exhibits a disregard for acceptable safe driving procedures, the employee's supervisor may deny further authorization to operate a Village vehicle.

Any employee who operates a privately owned vehicle while conducting Village business must maintain automobile liability insurance in accordance with State law. Employees who do not maintain minimum liability coverage will not operate privately owned vehicles in an official Village capacity.

Because of the nature of ~~their~~assigned duties, the ~~following officials have~~Village Manager has been authorized to have unrestricted use of an assigned Village ~~vehicles~~vehicle to travel to and from home: Other officials may be so authorized by the Village Council from time to time.

~~Village Manager;
Police Chief; and
Detective/School Liaison Officer.~~



Notwithstanding any previous provision to the contrary, and unless otherwise authorized by the Village Council, use of Village vehicles by the three above officials is limited by the following provisions.

- A. Village vehicles may be operated by the Village officials only.
- B. Village vehicles shall be available for incidental personal use while traveling to and from work only. Village vehicles may be used to travel reasonable distances.
- C. These officials are responsible for the accompanying tax liability for use of a Village vehicle and must submit paperwork if applicable to the Village Clerk/Treasurer by December 31 of each calendar year.
- D. The above rules for operating Village vehicles shall apply, to the extent applicable.

8.11 Personal Use of Village Equipment

The use of Village land, buildings, equipment, machines, tools, or supplies by employees for personal non-Village purposes is prohibited unless otherwise noted in the Manual. Employees only may use the Department of Public ~~Services~~[Works](#) garage truck bay during non-work hours for washing employee-owned vehicles and light maintenance, provided a vehicle is not hoisted or raised except to change a tire. The Village Manager may grant occasional exceptions upon ensuring the Village receives appropriate reimbursement.

8.12 Political Activity

No Village employee shall participate in political activities, advocating for or against any political campaign, referendum, recall, or other political cause or position, while on duty.

No Village employee shall display political posters, bumper stickers, or other political items on Village vehicles or property at any time.

8.13 Conflict of Interest and Standards of Conduct

No employee shall directly or indirectly maintain any outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of the Village or which interferes with the employee's ability to fully discharge Village duties.

All employees are required to disclose in writing to the Village any proprietary or financial interest they may have in any venture or organization with which the Village does business, in order that a determination may be made as to whether a conflict of interest exists.

No Village employee may, directly or indirectly, solicit or accept any gift or loan of money, goods, services, or other thing of value for the benefit of any person or organization other than the Village,



if the gift or loan tends to or could tend to influence the manner in which the employee or any other person performs assigned duties.

No Village employee may engage in a business transaction in which the employee may profit from the employee's official position or authority with the Village. No Village employee may benefit financially from confidential information the employee has obtained or may obtain by reason of the employee's position or authority with the Village.

No Village employee may engage in, or accept employment from, or render services to any private or public interest when that employment or service is incompatible or in conflict with the discharge of the employee's duties with the Village, or when that employment or service may tend to impair the employee's independent judgment or action in the performance of duties for the Village.

No Village employee may participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to any business entity in which the employee has, directly or indirectly, a financial or personal interest.

All Village employees shall comply with all applicable Federal and State laws concerning conflicts of interest, standards of conduct, incompatible public offices, etc.

8.14 Collections/Solicitations

Employees are not permitted to collect donations from, sell merchandise to, or distribute literature to the public during working hours, to the extent the donations, merchandise, and literature are not directly connected to and part of the employees' Village functions.

Employees are not permitted to collect donations from, sell merchandise to, or distribute literature to other Village employees or Village officials in Village work areas, where employees perform job duties, to the extent the donations, merchandise, and literature are not directly connected to and part of the employees' Village functions. Employees may not engage in such activities during times they are required to be working. Employees may engage in such activities in other areas of the Village's premises during authorized lunch or other break periods and other times they are not required to be working (provided the employees receiving such activities are also on authorized lunch or other break periods or otherwise not required to be working).

In any event, distribution of literature in such a way as to cause litter on the Village's premises is prohibited.

8.15 Personal Property - Workstations

Employees shall not keep money or other valuables at their workstations. The Village shall not be responsible for the loss of an employee's money or other valuables. Employees shall not have any



expectation of privacy for their workstations, which belong to the Village and which are subject to search by the Village, with or without notice and with or without cause.

8.16 Personal Mail and E-Mails

Employees shall not use Village letterhead, envelopes, or postage for personal use. Employees shall not receive personal mail at, or instruct senders to send personal mail to, Village Hall or a Village e-mail.

8.17 Personal Calls, Faxes, Scans and Copies

Village phones and lines, including fax machines and scanners, are for Village business. Village phones may be used for local personal calls on a limited basis, provided they are held to a minimum number and time limit and do not interfere with an employee's work. The cost per fax, scan, or copy is ~~\$0.15~~ the amount annually established by the Village Council. Personal phone calls, including fax transmissions, received during work hours must be held to a minimum, both on the basis of frequency and duration.

8.18 Personal Instant Messaging: Not Permitted While Driving

The Village has a zero tolerance policy for employees texting, e-mailing, or otherwise engaging in instant messaging, while operating Village vehicles. This prohibition includes sending or reading such messages. Employees found violating this policy will be subject to termination.

8.19 Cell Phone Policy

Any cell phone issued by the Village shall be used only for Village business. Cell phones issued by the Village are owned by the Village and employees shall have no expectation of privacy with regard to their use of such cell phones. The cell phones belong to the Village and are subject to search by the Village, with or without notice and with or without cause.

8.20 Use of Internet/Intranet/Extranet-Related Systems

Access to the Village's Internet/Intranet/Extranet-related systems (the "Village's Systems"), via any Village-provided computer equipment, external hard drives, mobile phones and tablets, software, operating systems, storage media, network accounts providing electronic mail and storage and WWW browsing, and any similar device (the "Village Electronic Devices"), has been provided to Village employees for the benefit of the Village. Every employee has a responsibility to maintain and enhance the Village's public image, and to use the Village's Systems in a productive manner.

To ensure that all employees are responsible, productive users of the Village's Systems and are protecting the Village's public image, examples of acceptable and unacceptable uses are described below.

Acceptable Uses



- A. Use to conduct Village business, or to gain technical or analytical information necessary to conduct Village business.
- B. Accessing databases to gain technical or analytical information necessary to conduct Village business.
- C. Village Electronic Devices must be securely attended when they are signed in, logged in, or unlocked.

Unacceptable Uses

- A. Use that interferes with the employee's overall productivity on behalf of the Village.
- B. Use of the Village's Systems for individual purposes rather than Village purposes.
- C. Actions that violate the privacy of others.
- D. Using obscene, racist, or sexist language or images, or sending any messages which would violate the Village's harassment prohibition policy.
- E. Sending fraudulent, offensive, or other messages which would bring discredit or embarrassment to the Village.
- F. Transmitting messages under an assumed name. Users may not attempt to obscure the origin of any message.
- G. Violating or infringing upon the rights of others.
- H. Expressing personal opinions unrelated to or inconsistent with or unnecessary for Village business.
- I. Unauthorized downloading.

Copyrighted materials may not be transmitted by employees through the Village's Systems.

Public Information, Security, Monitoring, and Freedom of Information Act (FOIA)

All messages and information created, sent, or retrieved over the Village's Systems are the property of the Village and should be considered public information. The Village Manager, a designee, or the FOIA Coordinator reserves the right to access and monitor all messages and files



on the Village's Systems. All messages over the Village's Systems using the Village Electronic Devices are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Village employees should have no expectation of privacy regarding these messages and information. The Village Electronic Devices are subject to the Michigan Internet Privacy Protection Act (MCL 37.271, et seq.). The Village may require any user of a Village Electronic Device to disclose access information.

Personal Use

The Village understands that incidental personal use of the Village's Systems is a reasonable use of the Village Electronic Devices. Personal use shall be permitted upon the following conditions:

- A. All use of the Village's Systems is subject to all provisions of this policy.
- B. There must be no cost to the Village.
- C. Use must be conducted on the employee's own time after work hours.
- D. Employees have no expectation of privacy for such use.

Inspections

Employees should keep in mind that the Village reserves the right to conduct inspections of Village Electronic Devices at any time, and the ownership of such information shall rest with the Village. All Village Electronic Devices are subject to search by the Village, with or without notice and with or without cause.

Violations

Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary the Village will advise appropriate legal officials of any illegal violations.

8.21 Social Media Policy

The Village will use social media (i.e., Facebook, Twitter, etc.) to communicate with residents and others. The following guidelines constitute the Village's social media policy.

The Village trusts and expects employees to exercise personal responsibility whenever they use social media, which includes not violating the trust of those with whom they are engaging. Employees should never use social media for covert purposes. If and when employees use social



media to communicate on behalf of the Village, they should clearly identify themselves as Village employees.

Only those officially designated by the Village Manager may use social media to speak on behalf of the Village in an official capacity, though employees may use social media to speak for themselves individually or to exercise their legal rights. However, they must keep in mind that at all times they reflect upon the Village, and they may not use a Village electronic mail address.

Employees are responsible for making sure that their online activities do not interfere with their ability to fulfill their job requirements or their commitments to their supervisors, co-workers or the Village's residents.

8.22 Gifts and Gratuities

An employee shall not solicit, accept, or receive, directly or indirectly, any gifts, whether in the form of money, service, loan, travel, entertainment, hospitality, promise, or any other thing of value in any form under any circumstance, for the benefit of any person or organization other than the Village. However, employees may accept or receive perishable or consumable gifts of a nominal value.

8.23 Outside Employment

Employees may accept employment in addition to their Village employment provided such employment:

- A. Does not constitute a conflict of interest with the employee's Village job duties;
- B. Does not interfere with the employee's Village job or Village job performance;
- C. Does not occur during the employee's Village job regular hours; and
- D. Does not occur while the employee is on sick leave.

An employee shall notify the Village Manager in writing of any outside employment and of any change in the number of hours and schedule of hours of any outside employment. Any outside employment shall be subject to approval by the Village Manager in writing.

8.24 Work Rules

Any group of people working together must have rules if they are to maintain an effective team effort. Employees are expected to perform their job duties in an acceptable manner, cooperating with other employees in the provision of services to the public. To help prevent any misunderstanding of what constitutes "unacceptable performance," the following list of unacceptable performance is provided. If an employee engages in one or more of these actions, the



employee shall be subject to disciplinary action up to and including discharge. The following list is illustrative and is not inclusive. This list is not intended and should not be interpreted to change the fact that the Village is an at-will employer.

- A. Unapproved tardiness at the commencement of a shift or unapproved leaving early at the end of a shift.
- B. Unapproved absenteeism or failure to give adequate notice of absence.
- C. Failure to work overtime hours as scheduled or otherwise required by the Village without an excuse acceptable to the Village.
- D. Distracting fellow employees or causing confusion by unnecessary noisy or frivolous activity.
- E. Disregard of sanitary rules or common sense practices.
- F. Disregard of safety rules or common safety practices, including good body mechanics.
- G. Abuse of the coffee or lunch break.
- H. Use of threatening, intimidating, abusive, profane, obscene, or other inappropriate language in the presence of fellow employees or the public.
- I. Making or publishing false, vicious, malicious, or other inappropriate statements concerning the Village, its employees, its officials, or its operations, to the extent the statements are not considered protected speech.
- J. Inefficient work or improper use of time, equipment, or supplies.
- K. Sleeping during assigned work times.
- L. Neglect of job duties.
- M. Discourteous, unkind, threatening, intimidating, coercive, or other inappropriate conduct in the presence of fellow employees or the public.
- N. Insubordination (refusal to recognize and respect authority or refusal to carry out duties in accordance with the job description or to follow the order of a supervisor).
- O. The misuse or removal from the Village premises, without appropriate prior authorization, of any Village records, confidential information of any nature, or Village property.
- P. Theft, attempted theft, or misappropriation of the property of fellow employees, the public, or the Village.
- Q. Use or possession of another employee's personal equipment or property without the consent of that employee.
- R. Falsification of any timekeeping record, or intentionally giving false information to anyone whose duty it is to make such record.
- S. Possession or consumption of any alcoholic beverages during working hours.
- T. Possession or use of any unprescribed drug during working hours.
- U. Reporting to work or attempting to work under the influence of alcoholic beverages or unprescribed drugs.
- V. Conviction for the sale or possession of any illegal narcotics, or for any felony.



- W. Immoral, illegal, or unprofessional conduct while on the Village's premises or while working for the Village.
- X. The unauthorized carrying or possession or use of weapons at any time on the Village's premises or while working for the Village.
- Y. Fighting on the Village's premises or while working for the Village.
- Z. Damage or injury to property, equipment, or any individual on the Village's premises, at any Village work site, or on the way to or from any Village work site.
- AA. Falsification of employment application or results of any physical.
- BB. Smoking in restricted areas of the Village's premises or at any Village work site.
- CC. Faulty or unsatisfactory work or failure to follow the Village's policies and procedures in carrying out duties.
- DD. Temporary or permanent loss of driver's license or any endorsement thereon when necessary for job performance.
- EE. Failure to report any personal injury or equipment damage immediately to an appropriate supervisor.
- FF. Participation in or organization of any illegal strike, illegal work stoppage, illegal slowdown, or any other illegal interference with Village employees attempting to complete their assigned tasks.
- GG. Infraction of this Manual or of other Village work rules as promulgated from time to time.



9.0 PUBLIC RELATIONS

9.1 Customer Relations

Delivering quality services to the public is very important. The Village provides the public with a number of highly important services upon which many individuals and businesses rely. The public properly expects to receive services and programs delivered expeditiously with quality and reliability in mind. Employees dealing with the public are expected to be courteous, polite, and patient while striving to exceed the public's expectations.

Occasionally, situations may arise that are unique. In such cases, the employee should inform the individual that the supervisor will be contacted and will respond to the individual promptly.

9.2 Citizen Service Requests/Complaints

The Village has been chartered to provide services to the citizens of the Village. Therefore, all contacts with the public, whether in person, over the telephone, or over e-mail, should be polite and helpful.

Questions and complaints should be listened to carefully in order to understand the complainant's concern. Complaints should be resolved as quickly as possible. In dealing with any complaints, employees are encouraged to direct the complainant to an appropriate supervisor or Village official for an explanation or assistance.

Employees should utilize the "Citizen Service Request" form to record and process citizen complaints and inquiries. Employees shall fill out the information required on the form and distribute it to the appropriate department or employee. Employees responding to the service request shall contact the citizen to ensure that the services delivered met the citizen's expectations. If expectations are not met, employees should attempt to address the citizen's remaining concerns to the best of the employees' ability.

9.3 Conduct with Co-Workers

Providing service to Village customers requires all employees to work together with other employees. Certain actions while on the job jeopardize cooperation among co-workers. Some examples of such actions are contained in the following illustrative but not inclusive list:

- A. Failure or refusal to carry out job assignments and supervisor's requests.
- B. Unauthorized release of Village records.
- C. Swearing or verbal abuse.
- D. Falsification of any Village record.



- E. Removal of Village property without permission.
- F. Unauthorized taking of Village funds or property or unauthorized charges against a Village account.
- G. Dishonesty.
- H. Discrimination against or harassment of co-workers.
- I. Being under the influence of or possessing alcohol or a controlled substance.
- J. Deliberate damage to Village property.
- K. Fighting or threatening to fight with another employee.
- L. Serious misconduct of any kind.
- M. Inefficient performance of an assigned duty or responsibility.
- N. Substandard performance of an assigned duty or responsibility.
- O. Absenteeism or tardiness in reporting to work or returning from rest periods or meal periods.
- P. Failure to comply with safety rules and procedures.
- Q. Carelessness or negligence in the performance of an assigned duty or in the care and use of Village property.
- R. Sleeping on the job.

Any of the above may result in disciplinary action up to and including termination, depending upon the seriousness of any given situation and the circumstances. However, this Section is not intended to and should not be interpreted to change the fact that the Village is an at-will employer.

9.4 Confidentiality

During the course of employment with the Village, employees may have access to information about the Village, Village residents and businesses, and other employees. This information must be kept confidential prior to the time prescribed for its authorized release to the public. If an employee is uncertain about whether information is confidential, the employee should check with



the employee's supervisor before discussing it with anyone. An employee shall not repeat or discuss confidential information, including specific cases, with another employee unless necessary to the conduct of the employee's daily work.

Supervisors shall, in general, be responsible for releasing information about the Village, its activities, and its employees to media reporters and to others.

The exception to this policy is Freedom of Information Act (FOIA) requests. In those instances when a FOIA request is made, all inquiries shall be referred to the Freedom of Information Coordinator (Village Clerk/Treasurer).

9.5 News Media

The Village Manager, or designee, shall be responsible for representing the Village in relations with the news media. Except for normal details or routine, individual police and fire-related cases, all information provided to the news media shall be authorized by the Village Manager. All written releases of information, including those of the police department, shall be approved by the Village Manager prior to their release. A standard operating procedure may be developed to clarify the Village's media relations procedures. This Section shall not be interpreted to unlawfully interfere with an employee's legally protected speech.



10.0 DISCIPLINARY ACTION

If an employee violates any work rule, the Village may choose to take disciplinary action, including discharge.

The Village generally adheres to the concept of progressive discipline. This means that the Village will generally take appropriate action based upon the seriousness of the situation and the circumstances. Discipline may take the form of an oral reprimand, a written reprimand, demotion, suspension, or discharge. Which of these options is chosen, or whether any of them are used prior to discharge, depends on the seriousness of the violation. The evaluation of the seriousness of the violation will be made solely by the Village in its discretion. The Village's general adherence to the concept of progressive discipline is not intended to and should not be interpreted to change the fact that the Village is an at-will employer.

Oral Warning

A supervisor may issue an oral reprimand to an employee, pointing out an unsatisfactory element of job performance. An oral reprimand is intended to elicit satisfactory job performance.

Written Warning

A supervisor may issue a written reprimand to an employee, pointing out an unsatisfactory element of job performance. A written reprimand is intended to elicit satisfactory job performance. The supervisor shall provide a copy of the written reprimand to the employee and to the Village Manager for placement in the employee's personnel file.

Demotion

A supervisor may, with the approval of the Village Manager, demote an employee for disciplinary reasons to a job having any combination of lesser responsibilities, skill requirements, performance standards, or pay rate. The supervisor shall provide a copy of the demotion to the employee and the Village Manager for placement in the employee's personnel file.

Suspension

A supervisor may, with the approval of the Village Manager, suspend an employee for disciplinary reasons without pay for a period from the remainder of the work day up to and including five (5) additional working days. The supervisor shall provide a copy of the suspension to the employee and to the Village Manager for placement in the employee's personnel file. The Village Manager may suspend an employee for disciplinary reasons without pay for a period longer than five (5) days.

Discharge

A supervisor may, with the approval of the Village Manager, discharge an employee for disciplinary reasons or performance problems or other reasons deemed appropriate by the Village



Manager. The supervisor shall provide a copy of the discharge to the employee and to the Village Manager for placement in the employee's personnel file.



11.0 EMPLOYMENT CHANGES

11.1 Transfers

When a job becomes vacant, the job opening will be posted and current employees will be eligible to apply. Transfers will be based upon job related skills, ability, education, past job performance, and past work reliability. The selection decision to fill a vacant position will be based upon the qualifications of the applicants, judged according to the discretion of the Village.

An employee who is transferred into a new job position shall serve a 90 day probationary period. If the transferred employee proves unsuitable for the new position, the employee may be allowed to return to the employee's former position at the discretion of the Village Manager.

11.2 Layoff

If the Village Council determines that Village staffing levels must be reduced, the Village Manager will lay off employees according to the Village's needs and the employee's qualifications. When these factors are relatively equal, in the discretion of the Village, length of service shall be the determining factor.

Laid off employees shall be maintained on a recall list and shall be eligible for recall for a period not to exceed three (3) months or the length of their employment with the Village since their last hire date, whichever is less. Laid off employees who are not recalled within the period that they are maintained on a recall list shall have their employment and seniority with the Village terminated.

If the Village Council determines that Village staffing levels may be restored, or if a job becomes vacant, the Village Manager may recall employees from the recall list with regard to the Village's needs and the laid off employee's qualifications. When these factors are relatively equal, according to the discretion of the Village, length of service will be the determining factor.

11.3 Discharge

When an employee is discharged, the employee shall promptly return any Village-issued equipment or keys to the supervisor. The employee shall promptly remove any personal property from any Village workstation. The Village Clerk/Treasurer shall advise the employee of final pay and benefit procedures and schedules.

11.4 Resignation

As a matter of courtesy, an employee who plans to resign should notify the Village Manager in writing of the intention as far in advance as possible, but no less than two weeks before the intended last work day. The Village Clerk/Treasurer shall advise the employee of final pay and benefit procedures and schedules.



The supervisor shall be responsible for arranging end of work items. The employee must return all office keys and any other Village-issued equipment.

11.5 Retirement

An employee who plans to retire should notify the Village Manager in writing of that intention as far in advance as possible, but no less than eight weeks before the intended last work day. The supervisor shall be responsible for arranging end of work items. The Village Clerk/Treasurer shall advise the employee of final pay and benefit procedures and schedules.

11.6 Final Compensation

A final paycheck for an employee leaving Village employment will include pay for any unpaid hours worked and any other pay due according to the terms of this Manual.

An employee leaving Village employment shall advise the Village Clerk/Treasurer whether the employee will pick up the final paycheck or whether the Village Clerk/Treasurer should mail the final paycheck to a specific address.

11.7 Death

If an employee dies on the job, the Village Manager or designee shall notify the employee's family. The supervisor will assist the employee's family as appropriate. The supervisor shall submit information to the Village Clerk/Treasurer who shall notify required agencies.

If an employee dies while employed but not on the job, the supervisor will assist the employee's family as appropriate.

Unless distance precludes their attendance, in the discretion of the Village Manager, the deceased employee's supervisor and close employee friends will be allowed to attend the deceased employee's funeral without the loss of pay.

The Village Clerk/Treasurer shall, at an appropriate time, advise the deceased employee's family/personal representative of final pay and benefit procedures and schedules.



12.0 RETIREMENT

12.1 ~~Village Retirement Repurchase of Sick Leave Policy~~ Sick Leave Benefits Upon Retirement

~~This policy pertains to retirees from the Village who are deemed “Eligible Retirees” because they have met the following criteria:~~

- ~~———— A. ——— They have retired from active employment with the Village with at least 10 years of service (for the purpose of this policy, a year of service shall be interpreted to be a year of service as defined by a Village retirement plan covering the employees in question); and~~
- ~~———— B. ——— They have retired from active employment with the Village at or after age 55 if employed prior to July 1, 2011 (otherwise at or after age 60).~~

~~Eligible Retirees who, upon their retirement, have accumulated unused sick leave with the Village may “sell” that time back to the Village. The Village will repurchase such accumulated and unused sick time credited to an Eligible Retiree’s account by paying the Eligible Retiree the Eligible Retiree’s rate of pay upon retirement multiplied by a percentage of the Eligible Retiree’s years of service. The percentage shall be two percent for each of the Eligible Retiree’s years of service as defined above. For example, an Eligible Retiree with 15 years of service and 60 hours of accumulated and unused sick time upon retirement shall be paid the Eligible Retiree’s rate of pay upon retirement multiplied by 30 percent of 60 hours (i.e., 18 hours). The balance of the Eligible Retiree’s accumulated and unused sick time shall not be compensated but shall instead be forfeited. The payment from the Village to the Eligible Retiree shall be made within a reasonable period of time after the Eligible Retiree’s retirement from the Village.~~

~~For any other Village employee leaving employment with the Village for any reason, unused sick time shall not be compensated but shall instead be forfeited.~~

Sick leave benefits are provided to eligible employees to protect them from wage loss during their working careers. Eligible employees are allowed to accumulate sick leave benefits to protect them in the event of an extended absence from work. If employees are fortunate enough that they do not need to use those accumulated sick leave benefits, the benefits are forfeited upon retirement or other termination of employment.

12.2 Post-Retirement Insurance

The Village shall not provide, and if the Village has started to provide it shall cease to provide effective _____, 20____, any health or dental insurance to Village employees after they have retired or otherwise terminated their employment with the Village, except for any insurance continuation rights they have pursuant to COBRA.



13.0 GRIEVANCES

13.1 Grievance Process

It is the policy of the Village to afford all employees a means of obtaining further consideration of a problem that remains unresolved at the supervisory level and to establish procedures that provide for timely resolution of unresolved problems.

A “grievance” shall mean a complaint by an employee with respect to the Village’s interpretation or application of the provisions of this Manual and other job-related actions.

Step One

An employee wishing to discuss a problem must approach the employee’s supervisor within five working days following the action initiating the complaint and attempt to settle the difference on an informal basis. It is the employee’s responsibility to assure that the immediate supervisor is aware of the nature and seriousness of the problem. Every reasonable effort shall be made to satisfactorily settle the complaint in this manner.

Step Two

If the problem is not satisfactorily resolved through the oral procedure, the employee may reduce the problem to writing with all the facts outlined and present it to the immediate supervisor within two working days after the oral discussion. The supervisor will have five working days in which to give the employee a written response.

Step Three

If the problem is not resolved, the employee may, within two working days following the immediate supervisor’s written response, present the problem in writing to the Village Manager. The employee shall describe the problem and cite relevant facts, describe any reasons for not accepting the supervisor’s response, and describe the remedy the employee is seeking. The Village Manager shall have five working days in which to give the employee a written response.

Step Four

If the problem still is not resolved, the employee may present the problem in writing to the Village Council. The employee shall describe the problem and cite relevant facts, describe any reasons for not accepting the Village Manager’s response, and describe the remedy the employee is seeking. The Village Council will act on the problem within 30 calendar days. The Village Council’s decision will be the final and official ruling of the Village.

If an employee fails to timely initiate and advance a complaint within this procedure, the employee waives any objection concerning the matter.



Village employees shall not take punitive action against an employee for utilizing the grievance procedure outlined above.



**14.0 PERSONNEL POLICIES AND PROCEDURES MANUAL RECEIPT AND
EMPLOYMENT TERMS ACKNOWLEDGMENT**

Acknowledgment Form

Employee Name: _____

Date Issued: _____

I acknowledge that I have received and read the Village of Spring Lake Personnel Policies and Procedures Manual. I understand that as a condition of my employment I am to comply with the policies and procedures in this Manual.

I understand that the Village of Spring Lake is an at-will employer. This means that the employment relationship is for an indefinite period of time and can be terminated at any time, with or without cause, and with or without notice. Nothing in these policies and procedures guarantees employment for any specified length of time. Employment is at the mutual consent of the employee and the Village and can be terminated at will by either party.

I understand that the Village does not have a “just cause” contract of employment (i.e., whereby the Village could only terminate its employees for just cause), either in writing or implied, with any of its non-union employees.

I understand that unless a formal written contract of employment or letter of understanding exists with a specific employee, and unless that contract or letter specifies to the contrary, the Village’s policy is that no employment contract or guarantee of continuing employment or compensation is given or implied.

I acknowledge that I have read this memo and understand that after signing this form, it will be placed in my personnel file.

Employee

Date



ATTACHMENT A

[Insert Job Descriptions]



ATTACHMENT B

[Insert Accommodation Request Form]



ATTACHMENT C

[Insert Health and Prescription Insurance Summary of Benefits]



ATTACHMENT D

[Insert Dental Insurance Summary of Benefits]



ATTACHMENT E

[Insert Life Insurance Summary of Benefits]



ATTACHMENT F

[Insert Disability Insurance Summary of Benefits]

Document comparison by Workshare Compare on Thursday, April 10, 2014
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Legend:	
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Split/Merged cell	
Padding cell	

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	Count
Insertions	136
Deletions	139
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	275

Community	2013		Insurance	Total	2010 Census	Per Cor
	Participation	Financial				Actual
	Estimates	Contribution				Cost Per Capita
SL Village	167	9,135.00	1,281.60	10,416.60	2,323	\$4.48
SL Township	779	9,135.00	1,281.60	10,416.60	14,300	\$0.73
Crockery	119	1,000.00	0.00	1,000.00	3,960	\$0.25
School-of-Choice Non-Resident SLPS		5,900.00	645.00	6,545.00		
	1065	25,170.00	3,208.20	28,378.20		
Fees (budgeted)		17,600.00				
		42,770.00				

Community	2014		Insurance	Total	2010 Census	Per Cor
	Participation	Financial				Actual
	Actual	Contribution				Cost Per Capita
SL Village	164	5,635.00	1,281.60	6,916.60	2,323	\$2.98
SL Township	939	9,135.00	1,281.60	10,416.60	14,300	\$0.73
Crockery	196	1,000.00	0.00	1,000.00	3,960	\$0.25
School-of-Choice Non-Resident SLPS		0.00	0.00	0.00	0	
	39	0.00	0.00	0.00	0	
		5,900.00	645.00	6,545.00		
	1432	21,670.00	3,208.20	24,878.20		
Fees (resident)		27,860.00				
Fees (non-res)		1,365.00				
		50,895.00				

Community	2015		Insurance	Total	2010 Census	Per Cor
	Participation	Financial				Actual
	Estimates	Contribution				Cost Per Capita
SL Village	164	2,057.00	0.00	2,057.00	2,323	\$0.885
SL Township	939	10,416.00	0.00	10,416.00	11,977	\$0.870
Crockery	196	3,500.00	0.00	3,500.00	3,960	\$0.884
School-of-Choice Non-Resident SLPS		0.00	0.00	0.00	0	
	39	0.00	0.00	0.00	0	
		6,545.00	0.00	6,545.00	0	
	1432	22,518.00	0.00	22,518.00		
Fees (resident)		27,860.00				
Fees (non-res)		1,365.00				
		51,743.00				

<u>Community</u>
Cost Per Participant
\$62.37
\$13.37
\$8.40

<u>Community</u>
Cost Per Participant
\$42.17
\$11.09
\$5.10

<u>Community</u>
Cost Per Participant
\$12.54
\$11.09
\$17.86

- C. Shall be limited to four (4) square feet in area per side. Sign may be two-sided.*
- D. Shall be affixed to the ground and be freestanding.*
- E. Shall be displayed for no longer than 3 days prior to the garage sale and shall be removed upon the end of the garage sale.*

Planning Commission Recommendation

The Planning Commission held a public hearing on October 28, 2014 to consider the proposed text amendment. They originally voted 3-4 to recommend approval of the text amendment. Those who voted against it generally felt the signs were not posing an issue and should be allowed. At that meeting, staff failed to explain that the current Zoning Ordinance does not address such signs and as a result, all garage sale signs are being removed by Village personnel. The proposed text amendments would give residents the ability to lawfully advertise their garage sales. Staff believed this point was not made clear and the resulting vote may have been affected by this lack of important information.

In light of that information, staff brought it back to the Planning Commission on November 25th for reconsideration. The Planning Commission voted 5-0 to recommend approval of the text amendment.

Cc: Christine Burns, Village Manager

ORDINANCE NO. ____

ZONING ORDINANCE

AN ORDINANCE TO AMEND THE VILLAGE OF SPRING LAKE ZONING ORDINANCE ADOPTED BY THE VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN TO AMEND SECTION 17.1(B), 17.2, AND 17.5 OF CHAPTER 17 OF THE ZONING ORDINANCE CONCERNING GARAGE SALE SIGNS.

THE VILLAGE OF SPRING LAKE, COUNTY OF OTTAWA, STATE OF MICHIGAN, ORDAINS:

Section 1. Amend the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is hereby amended to amend Sections 17.1, 17.2, and 17.5 as follows:

Section 17.1 (B) SIGNS NOT REQUIRING A PERMIT

10. **Garage Sale Signs** as regulated in Section 17.5(6).

Section 17.2 DEFINITIONS

Y. **Garage Sale Sign:** A temporary sign used to advertise a residential garage sale.

Section 17.5 SIGNS PERMITTED IN ALL ZONING DISTRICTS

6. **Garage Sale Signs** are permitted when all of the following conditions are met:
- A. Shall be limited to one (1) on-premise location and three (3) off-premise locations.
 - B. Shall be located on private property.
 - C. Shall be limited to four (4) square feet in area per side. Sign may be two-sided.
 - D. Shall be affixed to the ground and be freestanding.
 - E. Shall be displayed for no longer than 3 days prior to the garage sale and shall be removed upon the end of the garage sale.

Section 2. Effective Date. The foregoing amendment to the Village of Spring Lake Zoning Ordinance was approved and adopted by the Village Council of the Village of Spring Lake, Ottawa County, Michigan on the ____ day of _____, 201_ after a public hearing conducted by the Village Planning Commission as is required by the State of Michigan Zoning Enabling Act, as amended. This Ordinance shall be effective upon publication.

Dated: _____

By: _____

Jim MacLachlan

Its: President

By: _____

Maryann Fonkert
Its: Deputy Clerk

CERTIFICATE

I, Maryann Fonkert, the Deputy Clerk for the Village of Spring Lake, Ottawa County, Michigan, do hereby certify that the foregoing Village of Spring Lake Ordinance was adopted at a regular meeting of the Village Council held on December 2, 2014. The following members of the Village Council were present at that meeting: Bennett, MacLachlan, Meyers, Miller, Nauta, Powers, and Van Strate. The Ordinance was adopted by the Village Council with members of the Council Bennett, MacLachlan, Meyers, Nauta and Van Strate voting in favor and with members of the Council Miller and Powers voting in opposition. The Ordinance was published in the Grand Haven Tribune on December 5, 2014.

Maryann Fonkert
Village Deputy Clerk



MINUTES

Monday November 17, 2014
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

President **MacLachlan** called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

3. Roll Call

Present: Bennett, MacLachlan, Meyers, Miller, Nauta, Powers, Van Strate.

Absent: None

4. Approval of the Agenda

On a motion by **Bennett**, support from **Miller**, to approve the agenda as presented.

Yes: 7 No: 0

5. Consent Agenda

- A. Approved the payment of the bills, checks numbered 56052 - 56147, in the amount of \$236,655.06.
- B. Approved the minutes for the October 20, 2014 Council meeting.
- C. Approved Resolution 2014-10 approving the Competitive Grant Assistance Program for shared police services.
- D. Approved Resolution 2014-11 approving the Competitive Grant Assistance Program for space sharing at Village Hall.
- E. Approved obtaining engineering and construction services estimates from Moore & Bruggink to provide for the renovation of the River Street sanitary sewer lift station.

- F. Approved an early payment to MERS (Police Division) for the Unfunded Accrued Liability an amount of \$49,045 of which \$44,367 will come from fund 662 (Police Equipment Fund) and \$2,339 in cash from both Spring Lake and Ferrysburg.
- G. Approved budget amendments as attached.
- H. Approved Resolution 2014-12 regarding an unfunded mandate regarding disabled veterans' property tax obligations.
- I. Approved an agreement with Marina Bay, LLC to construct a non-motorized pathway per their PUD agreement.
- J. Approved opting out of the yearly PEG Channel contribution.
- K. Approved the placement of Championship signage at the Village limits for the Girls' Golf team.
- L. Approved hiring Moore and Bruggink to provide engineering services for the Tri-Cities Connector Trail Maintenance & Improvements for an amount not to exceed \$14,500 of which \$3,494 will be contributed by the Village, \$3,758 by the City of Ferrysburg and \$7,247 by the City of Grand Haven per the Maintenance Allocation Agreement.

On a motion by **Bennett**, support from **Miller**, to approve the consent agenda.

Yes: 7 No: 0

6. General Business

A. Economic Development Report

Mr. Dave Miller, Vice President of Economic Development for the Chamber of Commerce, was present to discuss the 2014 Economic Development Report.

Mr. Dave Miller gave Council the 2013/2014 Economic Development Report explaining that this report covered the Chamber's activity for the last year. Mr. Miller went on to explain the different services that the Chamber provides and how these services had helped local businesses in the last year. Mr. Miller reported that the Chamber assists businesses in identifying available buildings and property and help with zoning and permit issues. Mr. Miller said they also have Roundtable to share best practices, general area business conditions, networking and problem solving. Mr. Miller shared that they had resurrected the Manufacturers Council targeting the meeting to Plant Managers who are closer to the

day-today issues. Mr. Miller said his focus was on Manufacturing, since they produce the most jobs, but that they provide services to all businesses including; business start up assistance, financial packaging/loan assistance, skilled trades training funding, leadership programs as well as many other programs.

7. Department Reports

A. Village Manager

Manager **Burns** shared that complaints from the first snowfall had already started to come in and that the DPW was running at full speed clearing the snow.

B. Clerk/Treasurer

C. OCSO/911

Sgt. **Kik** reported that 2 of the part-time Deputies, Forest Sabo and Brian Tucker, had been hired for full time duties, with Deputy Sabo assigned to Coopersville and Deputy Tucker had not received his assignment yet. Sgt. Kik said that Steve Thayer and Anthony Starhia had been hired as part-time Deputies to replace them.

D. Fire

E. DPW

F. Sewer

G. Minutes from Various Board & Committees

1. Planning Commission

8. Old Business and Reports by the Village Council

No old business to discuss at this time.

9. New Business and Reports by Village Council

No new business to discuss at this time.

10. Status Report: Village Attorney

No report from the Village Attorney.

11. Statement of Citizens

Darcy Dye, 114 N. Fruitport Road, ~~was present on behalf of her neighborhood~~ and said she felt the vote from last spring had been just thrown out and that there had been many closed door meetings in a State with an "Open Meetings Act". Mrs. Dye urged the Council to take time and discuss the long term ramification of

decisions they will make regarding the Spring Lake Township's request to re-zone their property at Fruitport Road and Savidge Street

12. Adjournment

On a motion by **VanStrate**, support from **Miller**, Village Council adjourned the meeting at 7:20 p.m.

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk