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DEFINITIONS

Acceptable Driving Performance: Possession of a valid Michigan driver's license, respect for State and Local driver-vehicle regulations and laws, and acceptable Department of State driving record as represented by less than six points accumulated within the last twelve months.

Applicant: A person who has filed an application or submitted a resume for employment with the Township.

Check Out Time: Noted time when Public Safety personnel arrives at scene of call.

Confidential Information: Information which the employee obtains or has access to as a result of his/her employment which is obtained in confidence from a regulated entity or is privileged by law or is a trade secret or is financial or commercial information relating to a specific regulated person and prepared by or for the use of the Township.

Classification: A position or group of positions defined by detailed specifications as to duties, responsibilities, experience, training, and educational background required and designated by a single title indicative of the type of work.

Continuous Service: Uninterrupted service from the date an employee begins work for the Township, in accordance with the length of service policy.

Contractual Employee: Employees hired under a specific contract and whose wages and fringe benefits are determined by the terms of the contract. This would apply to employees covered by an individual employment contract or a collective bargaining agreement, but would not apply to outside contractors who are not considered employees of the Township.

Dress: Personal appearance.

Disclosure: The acknowledgment to the Township Board of any personal or financial interest which creates a conflict of interest with the employee's duties and responsibilities.

Doctor's Certification: A written statement by a licensed physician stating that the employee is incapacitated and including opinion as to the date that the employee will be physically capable of returning to work.

Department Head: A non-elected administrative officer who supervises, directs, and coordinates the operation of a particular township department.

Donations: A gift or contribution for charitable or personal benefit.

Equal Employment Opportunity: Every employee is entitled by law to equivalent employment considerations based upon performance regardless of age, sex, race, color, physical handicap, religion, national origin, ancestry, or political.

Exempt Employee: A Township employee who, because of his/her duties, and responsibilities and salary is exempt from overtime provisions of the Michigan Minimum Wage Law.

Full-time Employee: Those employees who are regularly scheduled to work at least 35 hours per week. Not to include elected or appointed officials.

Garnishment: A legal process involving an order from any Court of Record in Michigan directing the Township to withhold a specified amount of money from the pay of a named employee, to be paid to the Court in settlement of a judgment rendered by the Court against such employee.

Gift: Any money, material items, or service that has not been legitimately purchased by the receiver.

Grievance: An oral or written complaint by an employee regarding the interpretation or application of Township policies or procedures which affect the employee's wages, hours, or conditions of employment.

Health Incentive Program: A program that offers employees a payout for opting out of Health Insurance.

Immediate Family: Includes the employee's spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, stepchildren, and step parents.

Insubordination: The refusal or willful failure to obey a direct order from a superior. An employee is insubordinate when he/she refuses or willfully fails to obey a direct order from his/her superior where such a refusal or failure is not for just cause.

Job Related Injuries: Includes any accident, injury or disease, which arises out of an in the course of employment.

Job Description: A written list of a position's duties and responsibilities.

Leave: Authorized time absent from assigned work location.

Minimum Qualifications: Minimum job related hiring or promotion standards for each position, established by the Township Board, which must be met by an applicant prior to placement of the applicant in the position. These standards may include education, training, licenses or certifications, and experience in other work situations.

Nonexempt Employee: A Township employee who, because of his/her duties and responsibilities and salary is not exempt from the overtime provisions of the Michigan Minimum Wage Law.

Ownership: As referred to in this manual. Township shall refer to the Montrose Township Board.

Part-time Employee: Those employees who are regularly scheduled to work less than 35 hours per week. Not to include elected or appointed officials.

Performance Reviews: A means of identifying an employee's weaknesses and strengths in order to reinforce good work habits and develop ways to improve in weaker areas. Employee performance reviews are conducted annually.

Probationary Employee: An employee serving a specified trial period to determine if mutually compatible conditions exist between the employee and employer.

Position: A group of duties and responsibilities assigned by the Township Board and specified by a job description, which requires the full or part time employment of one person.

Release Time: When employees are notified by Command Officers that they may leave.

Run Sheet: Form to be signed by all fire department members who respond to specific call.

Seasonal/Temporary Employee: An employee hired for a specified period of time, such as a summer employee.

Sick Leave: Three or more consecutive work days absent from work because of illness.

Solicitations and Collections: Money or goods collected by Township employees and others for personal, charitable, or employee benefit.

Seniority / Service: Refers to your date of hire (Anniversary Date) or overall accumulative time of service.

Tone Out: Time when Fire Department is notified of fire call.

INTRODUCTION

1.0 PURPOSE

The purpose of this manual is to establish personnel policies and procedures pertaining to the orderly operation of the Township. This personnel policy manual has been prepared to document and clarify policies of the Township concerning matters governing employee relations. It is not an employment contract nor is it expected or intended that the policies as written encompass sufficient details to provide answers to every specific questions or case that arises.

Modifications will be made in this personnel manual from time to time in the future as conditions warrant. In the event that employees have any questions with respect to this policy manual, they are urged to contact their immediate supervisor or the Township Supervisor.

1.1 EQUAL EMPLOYMENT OPPORTUNITY

The Township is an equal opportunity employer whose policy is to select personnel and conduct all personnel activities without regard to religion, race, sex, color, national origin, age, height, weight, marital status, or handicap condition. The Township will maintain a system of uniform and equitable personnel policies and procedures to assure equal treatment of all employees and applicants, in accordance with the law, (see Policy 9.2).

1.2 AUTHORITY

The policies and procedures contained in this manual shall take effect immediately upon their formal adoption by the Montrose Township Board. Interpretations of the manual, and exceptions to the policies and procedures, shall be made through the Township Supervisor, or his designee.

1.3 SCOPE

These personnel policies and procedures shall apply to all probationary, full-time, part-time, temporary, and seasonal employees, except where specifically noted. These policies and procedures shall not apply to individual outside contractors. Specific regulations in certain departments may restrict employees further than the provisions in this manual.

1.4 DEPARTMENT REGULATIONS

Departments may develop operational manuals listing rules, regulations, and policies applicable to employees in that department. Those departmental policies are meant to supplement Township-wide policies and procedures. If there is a conflict between the departmental policies and the Township-wide policies, the Township policies and procedures shall take precedence unless specifically stated herein or by official Board action.

When the Department Head provides any personnel or operational rules for use in his/her department, or desires a departmental policy to take precedence over these policies, he/she shall submit them in writing to the Township Board through the Township Supervisor for consideration and possible approval.

1.5 CONTRACTS

Where individual provisions of this manual conflict with or differ from individual provisions of any existing employment contract or collective bargaining agreement, the provisions of the employment contract or collective bargaining agreement shall supersede the provisions of this manual. All other provisions of this manual shall apply.

1.6 TOWNSHIP RIGHTS AND RESPONSIBILITIES

The management and the direction of the Township's department heads, the right to hire, promotion or transfer, are considered to be the responsibility of the Township Supervisor. The size of the working force, or the final decisions on discharge for cause, and the right to relieve employees from duty because of lack of work or other legitimate reasons, are considered to be the responsibility and authority of the Township Board.

1.7 REVISION

The Township may, from time to time, adopt, publish, change, and amend the rules and regulations for all employees governing discipline, health and safety, duties, rules of conduct, work rules or any other portion of the Policy and Procedure Manual.

The policies and procedures contained in this manual can only be changed by resolution of the Township Board. Employee ideas, comments, and suggestions are encouraged and are to be submitted in writing to the Township Supervisor and Clerk. These suggestions will be kept in a special file maintained by the Township Supervisor and Clerk to be reviewed at least once a year. The Township Supervisor will pass on to the Township Board any suggestions made.

1.8 DISTRIBUTION OF THE MANUAL

All employees will receive and sign for a copy of the Township Personnel Policies and Procedures Manual. A copy of the manual shall be kept in each department. If requested an applicant being considered for employment with the Township will be allowed to review the manual. Current employees will sign a form acknowledging receipt of the manual, which will be kept by the Township Clerk.

HIRING AND RECRUITMENT POLICIES

2.0 EMPLOYMENT OBJECTIVES

In order to function effectively, the employment objective of the Township is to select personnel who meet high standards of job skills, educational qualifications, availability, character, and who will become a vital part of the organization. The Township shall strive to place each employee in a position which best suits his/her aptitudes and skills.

2.1 RECRUITMENT

The Township Supervisor and the Department Heads are responsible for the recruiting process. While the recruitment process may vary slightly, the following steps will be considered by the person or persons involved in the hiring process:

A. Positions may be advertised in the local newspaper and, if applicable, may also be advertised in technical or specialized journals.

B. Posted job notices shall contain the job title, summary of duties, minimum qualifications, wage rate, application deadline, and the phrase: “An equal opportunity employer.”

C. The Township Board has final authority in hiring Department Heads, based upon the recommendation of the Township Supervisor or a committee of the Township Board created for the purpose of making a recommendation for the employment of a Department Head when deemed appropriate. The Township Supervisor and Department Head have final authority to hire employees for the respective departments, consistent with the needs and budgetary limitations of the Township and when deemed appropriate by the Supervisor through a committee appointed or created for such purpose. The Township Supervisor and Department Head shall take steps to assure that the selection process is in accordance with the law and with equal employment guidelines.

2.2 APPLICATIONS

Persons desiring employment with the Township must complete an employment application form, regardless of whether a resume is also submitted. Applications may be obtained at the Township Hall from the Township Clerk’s Office. These applications shall be returned to the Clerk’s Office.

The employment application is an important phase of the hiring process and becomes a part of the employee’s personnel record. All information submitted on the application form is subject to verification.

Following the deadline for submission of applications, the Township Supervisor, the Department Head and, if deemed necessary by the Township Supervisor, a committee may determine which applicants possess qualifications that meet the position’s minimum qualifications.

Further screening may include checking references and verifying past employment. Where applicable, applicants shall be requested to show proof of any education, license, or certification required to perform the job and shall submit, at request, to take a physical and pass drug and alcohol screening. Supplying false information pertaining to qualifications, training, and/or experience, shall be grounds for discipline, up to and including termination.

2.3 INTERVIEWS

For positions, except Department Heads, the Township Supervisor and the Department Head are responsible for interviewing applicants. For Department Head positions, the Township Board may conduct interviews, or may designate the Township Supervisor or, when deemed necessary by the Township Board, through a committee appointed or created for such purpose

The interview may be conducted to further evaluate the training, experience, and skills of the applicant, as well as inform the applicant of the salary, benefits, organizational structure, and other relevant information about the position. All applicants rejected shall be notified by the Township Supervisor or Department Head after the position is filled.

2.4 SIZE OF THE WORKFORCE

The Township Board is responsible for the creation of all positions consistent with needs and budgetary limitations of the Township. The Township Supervisor is responsible for initiating layoffs and ordering recalls, consistent with the needs and budgetary limitations of the Township and with Board approval at the next meeting of the Township Board.

2.5 EMPLOYMENT

Unless otherwise specifically provided in a collective bargaining agreement, employment contract, Township ordinance or Township Board resolution, all employees of the Township serve as just cause employees of the Township, and such employment with the Township is subject to job performance.

2.6 ORIENTATION

During the first week of employment, the employee's Department Head will explain general Township personnel policies to all new employees, including benefits and payroll procedures. The employee will also fill out the required forms for insurance and withholding taxes. Employees are encouraged to ask questions concerning the provisions of the Township Personnel Policies and Procedures Manual. The new employee's Department Head is responsible for explaining department work rules, dress code, and other information pertaining to the individual's position. When a Department Head is hired, the Township Supervisor shall conduct the orientation.

2.7 PERSONNEL RECORDS

A personnel file shall be maintained for each employee containing information necessary for effective personnel administration. The personnel file may contain all documents permitted or required by law.

The personnel files are maintained by the Township Clerk and may be viewed by the Township Supervisor and by the Department Head within their own departments. Employees are given the opportunity to periodically review their records in accordance with State Statutes. Information contained in the employee's personnel file will be released to others only upon the employee's written authorization or as otherwise provided for by law. Personnel files will be kept indefinitely after termination or 75 years after death or as long as space permits.

The security of personnel files is to be strictly maintained. Personnel files shall not be removed from the Township Office.

HOURS OF WORK

3.0 STANDARD WORKING HOURS

The Township shall schedule the work hours of employees according to the needs of the operations, and as specified by the department for which the employee works.

The Township reserves the right to establish and change work schedules as business conditions and available work require. The Township reserves the right to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day.

It may, at times, be beneficial to the Township and/or employee to temporarily change an employee's work schedule.

It is the responsibility of each Department Head to see that each employee under his/her supervision understands and complies with the assigned work schedule.

3.1 LUNCH PERIODS

Employees shall be allowed a one hour, unpaid lunch hour, the time of which shall be taken at the discretion of the Department Head, unless otherwise specified by the department rules. For office employees, the normal time for lunch periods is from 12:00 noon until 1:00 p.m.

3.2 ATTENDANCE

Employees are expected to report to work on time and to observe working hours that have been established. Although some absenteeism is necessary and expected, unacceptable attendance cannot be allowed because it has a serious effect upon productivity, it reduces service to the public, and it reduces staff morale due to increased workloads on the remaining staff.

An employee is demonstrating unacceptable attendance when his/her absences form a questionable pattern, which can be defined as:

- a. Continual use of sick leave and other leave time as soon as it is accumulated.
- b. Absence from work for two days or more a month on a recurring basis. This does not include vacation time.
- c. Absence from work on sick leave on a regular continuing basis on a given day of the week such as Monday or Friday, or days following holidays or pay periods.

3.3 ABSENCE

If any employee is to be absent due to illness, injury, or disability, he/she must notify the Department Head, or designee, at least 30 minutes before the employee's starting time unless such notification is impossible.

3.4 INCLEMENT WEATHER

Provided that the employee is scheduled to work on a day of inclement weather and if the Township Office remains open but an employee is unable to reach his/her place of work, the employee may be allowed to charge the absence to a personal day, assuming such leave time has been accumulated.

The decision to close any Township Department due to inclement weather shall be made by the Township Supervisor, if he/she is available. If not, the decision shall be made by the Township Clerk or Township Treasurer, in that order of availability.

If a Township Department is closed due to inclement weather full-time employees are paid if they were assigned to work on the day of closing. This provision does not apply to essential employees, i.e. police department and fire department personnel.

COMPENSATION

4.0 COMPENSATION

The Township Board establishes pay scales for all employees and these pay scales are made the official policy of the Township by their inclusion in the annual budget adopted by the Board. Wage and fringe benefit information is public information and may be obtained by employees or by other persons through the Michigan Freedom of Information Act.

4.1 JOB DESCRIPTIONS

Current job descriptions are maintained by the Township Clerk for all positions. Each job description contains a summary of responsibilities, a list of typical duties, and required minimum qualifications. In preparing job descriptions, several factors will be considered:

- * Input from Department Heads.
- * Input from employees.
- * Consistency with other Township job descriptions.
- * Legal requirements
- * Equal employment opportunity guidelines requiring work related qualifications.

Job descriptions are reviewed annually for accuracy by the Department Heads, and any recommended changes are to be forwarded to the Township Supervisor.

If an employee feels his/her job duties have changed and a new job description should be written, the employee should make the request through the Department Head. The Department Head will forward the request to the Township Supervisor.

The Township Supervisor and Department Head may decide whether the employee's job duties have changed enough to warrant a change in the job description by the Township Board.

Changes will not be made in the job descriptions unless the employee's duties have changed significantly. Even when the duties have changed enough to warrant a revision of a job description, this does not necessarily mean that a change in compensation is warranted.

4.2 PAYROLL PROCEDURES

Paychecks will be distributed bi-weekly by the Township Clerk's office to the supervisors of the individual department. No employee's paycheck will be given to any other person except on written request, bearing the signature of the employee.

Accurate employee time sheets shall be kept by Department Heads and turned in to the Township Clerk. Falsification of time sheets is grounds for disciplinary action up to and including dismissal. Payroll deductions are made as required by federal and state law or by court order. Other deductions may be made for reasonable purposes if approved by the Township Board and employee.

If any employee feels an error has been made in the computation of his/her paycheck, this should be brought to the attention of the Township Clerk.

Garnishment of wages may occur if an employee fails to meet a financial obligation. The Township shall comply with any lawful court order to deduct a certain portion of the wage from the paycheck. Notice of garnishment will be placed in the employee's personnel file.

4.3 OVERTIME

Normally, employees will not be asked to work overtime. However, when this is the only means of accomplishing an urgent task, employees may be required to work overtime. In all such cases, overtime must be approved in advance by the Township Supervisor or Department Head unless in response to emergency conditions.

Payment for hours worked in excess of the normal workweek shall be as follows:

A: Nonexempt employees who are normally scheduled to work more than thirty-five (35) hours per week and who must, on occasion, work in excess of forty (40) hours per week will be reimbursed at one and one-half times their regular hourly rate for all hours worked in excess of 40 hours.

B: Compensatory time may be accumulated with the Department Head's approval. Compensatory time must not exceed twenty-four (24) hours in total and must be taken with advance approval from the employee's immediate Supervisor. Department Head's are responsible for assuring that proper records are kept on the accumulation and use of compensatory time not otherwise covered by contract.

4.4 HOLIDAYS AND HOLIDAY PAY

Full time employees who meet all eligibility requirements set forth in this manual shall be eligible to receive a day off from work with pay for holidays which are recognized by the Township. Employees shall be paid at their regular straight time rate for their normal daily hours depending on the number of hours normally worked. Holiday schedules shall be adopted each year by resolution of the Township Board, for each department.

All non-probationary full-time employees of Montrose Township shall be eligible for twelve (12) full day paid holidays under the following regulations:

- * Employees must work the full scheduled workday prior to, and following a holiday, in order to be eligible for such holiday pay; unless the employee submits a physician's certificate of illness for the absence, or the absence is mutually agreed to, as in the case of an approved leave, vacation, etc.
- * The employee who must work on a recognized holiday shall be granted a normal full day's pay in addition to the normal holiday pay.

The designated holidays shall be: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. Modifications to the scheduling of these Holidays may be made with Township Board Approval.

Should one of the above, recognized holidays fall within an employee's vacation, the holiday shall not be counted as a vacation day.

SAFETY/HEALTH

5.0 GENERAL SAFETY POLICY

It is the policy of the Township to attempt to provide a healthy and safe place to work for each and every Township employee. The Township shall abide by and enforce safety and health regulations as set by federal, state, and local governments. All Township employees are urged to utilize good safety and health practices as dictated by job, location, and circumstances. Employees should report any unsafe conditions or practices to their Department Head, who will investigate and report to the Township Supervisor.

Each employee shall carefully follow all safety regulations adopted by the Township and shall use all safety equipment provided by the Township. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein or to adhere to any of the Township's safety rules shall subject the employee to disciplinary action by the Township.

Employees may also be requested and subject to random alcohol and drug screen testing.

5.1 CLOTHING

Employees working in or around moving equipment should not wear loose fitting clothing, necklaces, watches, rings, bracelets or any other type of clothing or jewelry that could become entangled in or catch on such equipment.

It is the policy of Montrose Township that all employees comply with all state and federal mandated laws with respect to the use of proper wearing apparel necessary to assure a safe working environment, i.e. high visibility apparel for workers within a right-of-way and exposed to traffic or construction equipment, which meets the requirements of the Code of Federal Regulations Title 23.

While the Township has no particular requirements for dress, the clothing of all employees must be reasonably neat and clean and appropriate for the type and nature of the duties assigned to the employee.

5.2 INJURIES

A. All on-the-job injuries, even minor ones, must be reported to the employee's Department Head. Injuries must be reported as soon as possible. The Department Head shall notify the Township Clerk so that an injury report can be completed, and the Township Supervisor shall be notified as soon after as possible. Prompt compliance with this policy will assure that injured employees are properly covered by Workers Compensation insurance.

B. All on-the-job injuries shall be reported within 24 hours of occurrence. Employees should seek treatment and evaluation at a medical facility of their choice. In the event that these types of facilities are closed, personnel should seek treatment at McLaren Regional Medical Center, Genesys Regional Medical Center or Hurley Medical Center within 24 hours of injury.

C. The Township Supervisor at his discretion may request the employee to undergo an independent physical or medical examination by a physician designated by the Township, at the Township's expense, before resuming normal job duties.

D. If any part-time employee of the Township who is employed, unemployed or retired is on medical or disability leave from any other employment then and in that event such status shall not serve to disqualify that employee from performing their work activities for the Township, unless it is established through independent medical examination or otherwise that the employee's ability to perform his work activities for the Township is impaired or limited. It shall be the employee's responsibility to notify their immediate supervisor of the above-mentioned conditions. Failure to do so may result in discipline up to and including termination. In making that determination, the Township may require that the employee undergo an examination by a medical professional chosen by the Township and at the Township's expense, to assist the township in determining whether that employee is able to perform his/her work activities for the Township. The physical examination may be performed by a physician, chosen by the employee, if the Township approves of the physician and the employee bears the cost of such physical examination.

5.3 GUIDELINES REGARDING EMPLOYEE MISCONDUCT

1. The commission of any crime.
2. Dishonesty, including:
 - a. Theft, unauthorized use or misappropriation of the property of an employee of the Township.
 - b. Falsification of personnel or other Township records, including employment applications.
 - c. Misuse or unauthorized removal from Township premises of any records, information or property.
 - d. Bribery or fraudulent or unethical conduct of any nature.
3. Consumption or use of drugs or alcoholic beverages, or being under the influence of alcoholic beverages or drugs, either while on Township premises or while engaged in work off premises.
4. The illegal possession of guns or weapons of any kind while on Township property or work locations or in Township-owned vehicles.
5. Fighting on Township premises or while working.

6. Failure to follow Township safety rules as set forth in the Policy and Procedure Manual and as rules are promulgated by the employee's Department Head.
7. Insubordination, including refusal to obey supervisor's instructions and refusal to accept changes in work assignments.
8. Negligently or willfully damaging Township property or equipment.
9. Leaving Township premises or work locations without permission during working hours.
10. Refusal to work reasonable amounts of overtime when properly advised and instructed or failure to report for overtime work after accepting such an assignment.
11. Abuse of the lunch period or change of assigned lunch hour without supervisor's prior approval.
12. Conducting personal business on Township time.
13. Unreasonable absenteeism or tardiness.
14. Obscene language or gestures.
15. Threatening or abusive behavior.
16. Sexually suggestive behavior or comments.
17. Comments on personal appearance.
18. Touching that could be viewed as improper or that makes one feel uncomfortable.
19. Lewd and dirty or off color remarks or jokes.
20. Harassment, (see Policy 8.0).

The above violations are not all-inclusive, but are illustrative of the kinds of misconduct that could lead to discipline and because of their seriousness, may result in discipline as stated in Section 5.4.

Any violation of these rules established herein should be immediately reported to your Department Head, or if not available or appropriate to the Township Supervisor.

5.4 DISCIPLINE

Discipline and Discharge Clause. Disciplinary Action.

A. In any case where an employee displays behavior, which is deemed by his or her Employer inappropriate, or as a result of some action creates undesirable results which require disciplinary action, the Employer, where appropriate, shall follow the following disciplinary sequence:

1. Oral/Verbal Warning.
2. Written Reprimand.
3. Suspensions, Removal and Discharge.

However, nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause.

B. Oral/Verbal warnings shall be the responsibility of the employee's immediate supervisor or Department Head. The Department Head shall be notified of any oral/verbal warning issued by an immediate supervisor within 24 hours. Written reprimands shall be the responsibility of the immediate supervisor and or Department Head. The appropriate Department Head, with prior knowledge and support from the Township Supervisor, shall issue suspensions pending investigation. Suspensions, removals or discharge for cause, are the responsibility of the Township Supervisor, appropriate Department Head, and, if necessary, appropriate Township Board Committee.

C. Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees or the public.

STEPS:

- 1. ORAL WARNING.** Upon imposing an oral warning, the Employer may place a notation of such warning in the employee's personnel file providing the employee has been given a copy of the same.
- 2. WRITTEN REPRIMAND.** The Employer agrees upon imposing a written reprimand that the employee shall be given a copy of all disciplinary action and a copy shall be placed in his or her personnel file.
 - (a) The employee shall have the right, if he/she so requests, to be represented by counsel at the time disciplinary action, excluding oral warning, is imposed. All disciplinary actions, oral or written, shall be subject to the normal grievance procedure, or the employee may seek such other legal remedies as may be available to him or her upon the employee's election.
 - (b) Employees may review their personnel files at reasonable times.
- 3. SUSPENSIONS, REMOVAL OR DISCHARGE.** When an employee has engaged in conduct which could lead to discharge or discipline involving time off, the employee's Department Head or his or her designated representative will notify the employee of the events giving rise to the disciplinary action. If the employee requests, the Department Head or designated representative shall meet with the employee to discuss the matter. If disciplinary action is taken, the employee will be notified in writing.

DISCIPLINE:

- A. Progressive Discipline.** A policy of "progressive discipline" for minor offenses shall be employed. The Employer and employee acknowledge that a policy of "progressive discipline" need not be utilized for major infractions.
- B. Counseling Memorandum.** The employee acknowledges that counseling memoranda may be utilized by the Employer. Counseling memoranda shall not be construed as disciplinary action.

C. Rules. The Employer reserves the right to establish and change from time to time reasonable rules governing the conduct of its employees and to affix penalties for the violation of such rules. The employee shall have fifteen (15) calendar days to grieve the reasonableness of any such rule, together with the penalty attached thereto, after a copy of it is received by the employee. Any grievance challenging the reasonableness of a rule or penalty assigned thereto shall be processed initially at Step Three of the Grievance Procedure.

D. Record. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action, which occurred more than eighteen (18) months previously, except that the record of major offenses for which a suspension of five (5) days or more was sustained may be taken into account for twenty-four (24) months.

E. Suspensions Pending Investigation. The Department Head and Supervisor may suspend an employee pending investigation for up to fourteen (14) working days. If the investigation discloses that the employee did not commit the alleged offenses, he shall not suffer any loss of pay or benefits while on suspension. The time limitations provided for in the Grievance Procedure set forth in this agreement shall not begin to run, nor shall any grievance be processed or filed, until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation.

The Employer will give a written statement to the suspended employee pending investigation setting forth in general terms the reasons for the suspension pending investigation.

F. Notice of Disciplinary Action. Within forty-eight (48) hours following the disciplinary suspension or discharge of an employee, the Employer will notify the employee in writing of the reasons therefore, and will, within the same period of time, cause a copy to be issued to the employee involved.

1. The Department Head or designated representative shall, whenever possible, make every attempt to contact the employee at home at least four (4) hours prior to the beginning of the employee's next scheduled shift.

2. The employee shall return to the Employer any equipment in his or her possession within forty-eight (48) hours following the disciplinary suspension or discharge of said employee.

H. Leaving Premises. Whenever possible, the discharged or suspended employee will be allowed to discuss his or her discharge or suspension with the Department Head or designated representative before he or she is required to leave the property of the Employer, and the Employer will make available an area where such discussion may be held in private with the employee or his legal representative.

I. Expedited Disciplinary Grievance Procedure. Should an employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may, within ten (10) working days following the suspension or discharge, be processed initially at Step Three of the Grievance Procedure.

J. Use of Computer Evidence. Evidence obtained from a computer, video camera or other similar technology may be used by the Employer in determining discipline for an employee, but shall not be the sole basis for such discipline.

5.5 GRIEVANCE PROCEDURE

In the event of a dispute, difference or disagreement between the employee and the Employer, the following four step Grievance Procedure shall be used to resolve the issue between the employee and the Employer. (For purposes of this grievance procedure, working days will be defined as Monday through Friday, except for holidays and weekends.)

A. Step One. When an employee feels aggrieved, the grievance shall, within five (5) working days, after the act or incident complained of, be presented orally to the Department Head or to the supervisor in charge. If the employee is dissatisfied with the results of the meeting, proceed to Step Two.

B. Step Two. The Employee shall submit a properly signed, written grievance within five (5) working days, after the meeting in Step One, to the Department Head or to his or her designee if the Department Head is not available. The Department Head or designated representative shall render a written answer within five (5) working days. If the grievance is not satisfactorily resolved at this step, proceed to Step Three.

- C. Step Three.** The grievance shall be submitted within five (5) working days after receiving the answer from Step Two, setting forth the facts necessary to an understanding of the issues involved, to the Montrose Township Supervisor who will, within five (5) working days, schedule a meeting with the employee to try to resolve the issues. The Montrose Township Supervisor shall render a written answer within five (5) working days following that meeting. If the grievance is not satisfactorily resolved at this step, the employee may proceed to Step Four. If the Supervisor is unavailable in the specified five (5) day time frame the grievance will be considered appealed.
- D. Step Four.** If the grievance cannot be satisfactorily resolved in Step Three, it shall be submitted to the Montrose Township Board of Trustees who will, at the next regularly scheduled Board meeting, endeavor to resolve the matter with the employee. The designated representative of the Township Board of Trustees shall render a written answer within five (5) days of the meeting required pursuant to this step.
- E. Arbitration.** If the employee does not accept the answer at Step Four, the employee may, within fourteen (14) working days after receipt thereof, furnish the Township Supervisor with written notice that the employee desires to proceed to Arbitration.
1. The parties shall attempt to mutually agree upon an arbitrator, but if no such agreement has been reached within ten (10) working days after the receipt of the aforesaid notice by the Employer, the Employer shall initiate procedures for the selection of an arbitrator as provided by the Michigan Employment Relations Commission.
 2. All proceedings relating to arbitration, regardless of the method used to select the arbitrator, shall be pursuant to the Michigan Employment Relations Commission rules of Labor Arbitration. The parties may in any case agree in writing to abide by the expedited rules published by said Association.

3. The arbitrators shall have no authority to add to, subtract from, change or modify any provisions of this Agreement; however, nothing contained herein shall be construed to limit the authority of the arbitrator, in his or her judgment, to fashion any remedy necessary to make an award in favor of any grievant upon an express finding of a violation of this Agreement.
4. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
5. All costs of any arbitrator shall be borne equally by the two parties. Each party shall be responsible for the expenses of their own witnesses.

EMPLOYEE GUIDELINES

6.0 BULLETIN BOARDS

The Township public bulletin board is the responsibility of the Township Clerk. Employees may not post information or notices on this board without prior approval from the Township Clerk. Citizens may not post information without similar approval by the Township Clerk, and employees should direct citizen inquiries to the Clerk's Office.

6.1 GIFTS AND GRATUITIES

No employee may directly or indirectly accept for himself/herself or for another, any gift, other than an inexpensive advertising novelty, from a person or firm that does business or seeks to do business with the Township.

If any gift, other than an inexpensive advertising novelty, is received by an employee from such person or firm, it is to be returned to the person or firm.

This policy does not refer to occasional courtesies, which are extended to all Township employees, and which are presented with the knowledge and approval of the Township elected officials.

6.2 PERSONAL PROPERTY

The Township shall not be held responsible for the loss of an employee's money or other valuables.

Use of Township buildings and grounds for storage of an employee's personal property is prohibited.

6.3 CONFIDENTIAL INFORMATION

Employees are expected to recognize the importance of the protection of information concerning the operation of the Township. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Unauthorized release of the aforementioned information by an employee to a fellow employee or any unauthorized person shall be regarded as a breach of confidence, and as grounds for disciplinary action.

Records and information covered under the Freedom of Information Act shall only be released with proper authorization from the designated F.O.I.A. Coordinator. This section shall not pertain to information given to the public by employees as a normal part of their duties.

6.4 FALSIFICATION OF RECORDS

Any employee who falsifies any Township records including, but not limited to, employment records, timekeeping records, or work records shall be subject to disciplinary action up to and including dismissal.

FRINGE BENEFITS

7.0 VACATION

Vacation hours shall be accrued by all full-time employees on a bi-weekly basis. Vacation hours shall not exceed a total of 240 hours at any given time. All additional hours shall be lost. Vacation hours may not be taken before accrued. While on vacation, employees will be paid their current rate based upon their regularly scheduled work hours, not to exceed seven, eight, nine or ten hours in any day or 36 or 40 hours in any week, depending upon the number of hours normally scheduled.

Vacation time may be taken in increments of no less than one hour. The request for vacation time must be given within a reasonable time before the vacation time is to be taken so that the offices may function smoothly without shortages of staff.

Employees may not waive vacation time and take pay instead. Time not taken within the prescribed limits and guidelines shall be lost. If two requests are received at the same time, requesting the same leave time, and this is not possible due to staffing conflicts, the employee with the longest length of service may receive preference.

However, once a vacation has been approved in writing by the Department Head that request may take precedence over any later requests, regardless of length of service.

All new hire full-time employees shall be on probation for the first six (6) months of employment. Probation may be extended up to six (6) additional months if deemed appropriate by supervision. Probationary employees shall accumulate the starting vacation rate of 1.0 hours of time per pay period which will not be available until probation is complete.

Vacation time shall be accrued in the following manner; Full-time employees shall receive the following vacation hours:

0-6 months of service	1.0 hours per pay period (13 hrs)
6 months-2 years of service	1.9 hours per pay period (49.4hrs)
2-6 years of service	3.2 hours per pay period (83.2 hrs)
6-9 years of service	5.1 hours per pay period (132.6 hrs)
9 + years of service	6.5 hours per pay period (169 hrs)

Vacation hour totals shall not exceed 240 hours.

Full-time employees will continue to accrue vacation hours while on short-term disability, not to exceed thirteen (13) weeks. At no time will employees be allowed to accumulate more than 240 total hours.

Upon termination of employment, for other than just cause, an Employee shall be paid for 50% of all accrued time at their normal rate of pay.

Professional Salaried Employee Contracts may provide a different schedule for vacation hours.

7.1 SICK /PERSONAL LEAVE

Each full-time Employee, shall be granted sick/personal hours according to the schedule set forth in subsection D, below. Use of these sick/personal hours should be scheduled, if at all possible, twenty-four (24) hours in advance.

A. These sick/personal hours are for the employee to use when he or she is unable to work due to illness or needs time off to tend to personal business. Whenever an employee is off work due to illness or injury for three (3) or more consecutive days, the employer may require a doctor's certification of such illness or injury before returning to work. Employees shall continue to accumulate sick/personal time while on short term disability or thirteen (13) weeks maximum. Sick/personal time shall not accumulate after short term disability expires.

B. Upon termination of employment, for other than just cause, an employee shall be paid for all accrued time at their normal rate of pay.

D. Sick/personal hours shall be credited as follows:

New full-time employees will receive	12 hours - unused hours will be credited
6 months to two years of service	1.85 hours per pay period (48.1)
2 + years of service	2.77 hours per pay period (72.02)

Employees shall not exceed one-hundred sixty (160) hours of accumulated sick hours. Any hours in excess of one-hundred sixty (160) or the employees requested eligible amount shall be paid to employee at their regular rate of pay in the last paycheck of the year.

Professional Salaried Employee Contracts may provide a different schedule for Sick/Personal hours.

7.2 HEALTH INSURANCE

The Township provides full-time employees with group health insurance after they have completed the first ninety (90) days of their six month probationary period. The Township also offers its full time employees who are eligible for health care a 25% option to opt out of health insurance coverage. Since the details of the plans or the provider may change from time to time, more detailed information about the plans will be provided by the Township Clerk to all employees. Employees will be kept informed of any changes that may occur in the plan.

7.3 LIFE INSURANCE

The Township currently provides full-time employees with a term life insurance policy, after they have completed the first ninety (90) days of their six month probationary period of employment. Specific information regarding coverage may be obtained from the Township Clerk.

7.4 RETIREMENT

The Township currently provides full-time employees with a retirement plan once they have completed the first ninety (90) days of their six (6) month probationary period.

7.5 SHORT TERM DISABILITY

All full time employees shall be furnished, at no cost to the employee, with a short term disability insurance policy, after they have completed the first ninety (90) days of their six (6) month probationary period of employment. In an instance where a full-time employee is unable to work his/her assigned shift due to illness or other physical disability, not related to an on-the-job injury, the employee will be entitled to short term disability benefits as set forth below.

- * A full-time employee will be eligible for short term disability claims on the first day of an accident or the eighth day of a sickness.
- * The employee shall receive 66.67% of his/her normal compensation (subject to standard deductions) for a maximum of thirteen (13) weeks pursuant to the terms of a short term disability policy which will be provided by the employer.

- * At the discretion of the Employer, a doctor's certificate may be required indicating the employee has been under the doctor's care, and specifying the particular medical condition being treated as well as the expected duration and the prognosis for recovery.
- * The Employer has the right to require an employee who is off work for more than five (5) or more consecutive days to be examined by a physician.
- * An employee who is on disability leave pursuant to the provisions specified herein shall not be eligible for holiday pay for any holidays falling within the time that the employee is on leave.
- * Full-time employees are not eligible to receive short term disability benefits until they complete the first ninety (90) days of their six month probationary period.

Employees returning to work from Short Term Disability must have a physician's statement that they are able to resume all of their previous duties with or without restrictions, at the discretion of the Department Head or Township Supervisor and per Injuries Policy # 5.2.

7.6 LONG TERM DISABILITY

All full time employees shall be furnished, at no cost to the employee, with a long-term disability insurance policy, after they have completed the first ninety (90) days of their six (6) month probationary period of employment. In an instance where a full time employee is unable to work his/her assigned shift, due to illness or other physical disability not related to an on-the-job injury, and such employee has exhausted his/her short term disability benefits, the employee will be entitled to long term disability benefits set forth below.

- * The employee shall receive 60% of his/her normal compensation (subject to standard deductions) pursuant to the terms of a long term disability policy, which will be provided by the employer.
- * At the discretion of the employer, a doctor's certificate may be required indicating the employee has been under the doctor's care, and specifying the particular medical condition being treated as well as the expected duration and the prognosis for recovery.

- * The Employer has the right to require an employee to be examined by a physician.
- * An employee who is on disability leave pursuant to the provision specified herein shall be eligible for any wage increase and all other benefits and seniority will be frozen within the time that the employee is on leave.
- * Full-time employees are not eligible to receive long term disability benefits until they complete the first ninety (90) days of their six month probationary period.

The Township of Montrose has the right to change insurance carriers.

Employees returning to work from Long Term Disability must have a physician's statement that they are able to resume all of their previous duties.

7.7 BEREAVEMENT LEAVE

If there is a death in the employee's immediate family, the employee shall be granted a leave of absence with pay. This leave of absence shall be three (3) days. In this case, the immediate family is defined as the employee's spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, step-children, and step-parents.

7.8 JURY DUTY

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working straight time hours on that day, and the daily jury stipend paid by the court (not including travel expenses or other expenses incurred). This policy shall apply for each scheduled workday that employee reports for, or performs, jury duty. The employee must be able to provide documentation that the hours claimed were actually served before reimbursement can be made.

7.9 MILITARY LEAVE

Employees who are members of a recognized National Guard or military reserve unit and who must attend mandatory training exercises are allowed if applicable to use vacation time or unpaid leave of absences to fulfill such obligations. During this time employees shall accrue all benefits and continue being covered by all insurance policies.

7.10 FAMILY AND MEDICAL LEAVE ACT

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to “eligible” employees for certain family and medical reasons including maternity leave.

Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees of the Township, within 75 miles.

An employee shall be entitled to an unpaid maternity leave of up to ninety (90) days, not counting vacation time used for that year.

The Township will abide by the Family and Medical Leave Act in accordance with the law.

7.11 LONGEVITY BONUSES FOR PART-TIME EMPLOYEES

A longevity pay plan to recognize long-term part-time employment is provided after 10 years of continuous service with Montrose Township.

Definitions:

- Longevity year: The 12-month period beginning January 1, of each year, and ending December 31.

Eligibility:

- Employees must have ten years or more of continuous active service as of January 1, of each year, and ending December 31.

- It may be necessary for an employee to have a break in service due to sickness, or other issues not anticipated. Employees who have periods of inactive service (unless due to a work related injury) must work a minimum of forty (40) hours per year to stay eligible for a longevity payment. Employees who do not make the minimum hours shall not be eligible for that year and their longevity date will be adjusted for future years. Any part-time employee who fails to meet the minimum amount of hours two years in a row shall lose their status of continuous active service.
- Military leave of absence (extended tour) will not adjust the longevity date.
- If an employee voluntarily terminates their employment with the Township, then all past service credit is forfeited.
- In the event of an extended break in service, the Department Head and/or Township Supervisor shall have the discretion of bridging the lapse in service time. A break in service shall not exceed six (6) months to receive consideration. Forty hours minimum must still be met.

Payment plan:

- Payment is scheduled annually for the first pay period of December.
- Longevity pay shall not exceed the longevity pay schedule.

Payment schedule:

Years of Continuous Service	Annual Longevity Pay
10 through 14 years	\$120.00
15 through 19 years	\$150.00
20 through 24 years	\$200.00
25 through 29 years	\$250.00
30 years or more	\$300.00

Eligibility determination:

Montrose Township Department Heads or their designee:

- Shall determine an employee's eligibility for longevity payment and certify the amount to be paid annually.
- Departments must prepare listing of amount to be paid and submit to Payroll.

Payment:

Payroll Office: Prepares longevity checks and distributes to employee's department on first pay period in December.

7.12 SEVERANCE PAY FOR PART-TIME EMPLOYEES

Montrose Township provides its part-time employees with a one-time severance payment for their years of service at the time employment is severed and provided that the part-time employee has fifteen (15) or more years of service as an employee of Montrose Township according to the following schedule:

For 15 years or more of total years of service to the Township a credit of \$35.00 for each year, to be paid as severance, in a lump sum to the employee at the termination of his employment for any reason including, but not limited, voluntary termination, involuntary termination or death. (Example: 15 years of service x \$35.00 = \$525.00). A part-time employee in the service of another community shall not count as service to Montrose Township and no credit will be given for such service.

8.0 HARASSMENT POLICY

Montrose Township intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort - verbal, physical, and visual - will not be tolerated.

What is Harassment?

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of their position or creates an intimidating, hostile or offensive working environment, or when such contact is made a condition of employment or compensation, either implicitly or explicitly.

Responsibility

All Montrose Township employees, and particularly Department Heads, have a responsibility for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it in writing to any Department Head or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the Township to do so.

Reporting

Any incidents of harassment must be immediately reported to a Department Head or other management representative in writing. The notice must be dated, include a brief description of the nature of the allegation, the name of the employee or others who participated in the alleged harassment and names of any witnesses. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate would be subject to severe disciplinary action or possible discharge. Montrose Township will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

Montrose Township accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. Montrose Township will not provide legal, financial or any other assistance to an individual account accused of harassment if a legal complaint is filed.

8.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY

Montrose Township will provide equal employment opportunity without regard to race, color, sex, age disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.

Montrose Township has a long-standing record of nondiscrimination in employment and opportunity because of race, color, religion, creed, national origin, ancestry, disability, sex or age. The Township Supervisor has issued the following policy stating the Township's views in this matter:

It is the policy of Montrose Township to:

- a. Strictly follow personnel procedures that will ensure equal opportunity for all people without regard to race, color, religion, creed, national origin, sex age ancestry, marital status, disability, veteran or draft status;
- b. The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws;
- c. Comply with all the relevant and applicable provisions of the American with Disabilities Act ("ADA"). Montrose Township will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability;
- d. Make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense;
- e. Achieve understanding and acceptance of Montrose Township policy on Equal Employment Opportunity by all employees and by the communities in which the Township operates;

- f. Thoroughly investigate instances of alleged discrimination and take corrective action if warranted;
- g. Be continually alert to identify and correct any practices by individuals that are at variance with the intent of the Equal Employment Opportunity Policy.

OTHER POLICIES

Police Department:

See Union Contract

Fire Department:

Unless otherwise exempted by the Montrose Township Board for specific reasons expressed in granting the exemption, each potential employee of the Department must be a resident of the Township or City of Montrose, Genesee County Michigan.

- A. Each applicant for the Department must be at least 18 years of age;
- B. Each applicant for the Department must be physically able to perform the duties required by the Department in a manner which will not endanger the health or safety of the applicant, any other employee of the Department or any member of the public;
- C. Each applicant must complete the training courses for employees as determined by the Staff and the State of Michigan and must meet all physical training requirements established by the Fire Department or Montrose Township.
- D. The Township Board shall, with the advice of the Fire Chief determine the size and resources of the Department;

E. The Fire Chief shall maintain a reserve list of applicants for the Department if possible.

F. Applicants for the Fire Department shall be appointed by the Fire Chief and Township Supervisor. All such appointments generally shall be made from the reserve list provided for in subsection E, above;

G. Upon good cause shown and stated in the resolution approving same, the Township Board may authorize the Fire Chief to appoint an applicant to the Department who is not on the reserve list, or who, for some other reason, would qualify for employment in the Department.

OFFICERS OF FIRE DEPARTMENT

- A. The officers of the Department shall be:
1. Fire Chief
 2. Assistant Chief
 3. Battalion Chief
 4. Captain
 5. Lieutenant
 6. Lieutenant
 7. Sergeant
 8. Sergeant
- B. The Fire Chief, Assistant Chief and Battalion Chief are appointed by and serve at will and at the pleasure of the Township Board. The Fire Chief, Assistant Chief and Battalion Chief together constitute the Administrative Staff of the Department. If any one of these officers is removed from their position they shall retain their employment in the Department unless such employment is terminated pursuant to the rules and regulations of the Township.
- C. The Captain, Lieutenants (2) and Sergeants (2) shall be members of the Department and are appointed to their positions by and hold same at will and at the pleasure of the Fire Chief and Township Supervisor. If any one of these officers is removed from their position they shall retain their employment in the Department unless such employment is terminated pursuant to the rules and regulations of the Township.

LEAVE OF ABSENCE

The Fire Chief may, in his own discretion, grant any employee who has been a member of the Department for more than one-hundred eighty (180) days a leave of absence for up to three (3) months. Not more than once in any twenty-four (24) month period. The Fire Chief may in his own discretion, grant an extension of the original such leave of absence for up to three (3) additional months. Any further extension may only be granted by the Township Board and only if the Township Board finds such extension to be in the best interest of the Township and the Department.

LEAVING THE DEPARTMENT

- A. Upon termination of employment with less than ten (10) years of service from the Fire Department for any reason, an employee shall return all property of the Township in such member's possession and shall have such return verified by a member of the Fire Department Staff or an Executive Committee member.
- B. Persons who "retire" from the Department, with a minimum of ten (10) years shall be permitted to retain their uniform and medals so that they can still represent the Township, at parades, funerals and other ceremonial events.
- C. Persons who retire with a minimum of fifteen (15) years of service, shall receive a Fireman Statue with their name and years of service in addition to the severance pay mentioned in Section 7.11.

RESPONSE TO AN ALARM

Upon response to an alarm the senior firefighter present shall assume command until relieved by an officer. Trucks shall be driven only by employees approved for that task or an officer when a qualified driver is not available. Should the circumstances arise that there are no qualified personnel available, the person in charge of the alarm shall designate someone to drive.

MEDICAL RUNS:

When responding to a medical, the firefighter must be licensed as a first responder to be automatically paid for the run. Anyone else must have authorization from an officer to be paid. When responding to a medical alarm the first response personnel that go out shall not be required to sign the run sheet until returning to the fire station. All other fire personnel who respond to any such medical must sign the run pay sheet with their arrival time next to their name. On all medical runs, no one will be allowed to sign in, if they arrive after the rescue van and personnel have cleared the scene. Any first responder that arrives and signs in later than 30 minutes after the tone-out, but yet prior to equipment and personnel clearing the scene, shall be paid for time spent, based on the 30-minute pay cycle.

FIRE RUNS:

When responding to a fire run the start time shall be the tone-out time by Central Dispatch or by local sources. All responding firefighters shall be required to sign the run sheet with arrival time. The first responding personnel shall not be required to sign in until they return to the station. All firefighters who sign in within 30 minutes of the original tone-out shall be paid from the original start time. All others who sign in shall be paid for time spent, based on a 30-minute pay cycle.

WEATHER RUNS:

All tornado warning tone-outs by Central Dispatch shall be considered a payable run. Firefighters must sign pay sheet with time noted next to his/her name.

Anyone leaving a run early must have permission from an officer and put their check out time on the pay sheet. If an officer is going to remove a firefighter from a pay sheet, he/she must initial and state reason on pay sheet. The officer is also responsible for making Fire Department Staff and the affected firefighter aware of the circumstances/reasons.

All fire personnel are responsible to sign and notate arrival time on pay run sheets, in order to be paid.

All incident pay sheets must be initialed by the run command officer in such a manner, that the number of personnel on each sheet is noted.

**MEDICAL LEAVE/DISABILITY EXAMINATION POLICY
ON – CALL FIREFIGHTERS**

- A. The Fire Chief or Township Supervisor can require any employee of the department to submit to a physical examination at any time as a condition of continued employment on the Department.
- B. All physical examination reports are to be submitted to the Fire Chief and the Township Supervisor.

ALCOHOL OR CONTROLLED SUBSTANCE

- A. Any employee of the Department who reports to the scene of a fire or other emergency and is, in the opinion of the commanding officer, under the influence of alcohol or a controlled substance, or whose ability to perform his or her duties is, in the opinion of the commanding officer, impaired by the use of alcohol or a controlled substance, may be ordered to refrain from exercising any of his or her duties at such scene. Employees may be required to submit to a drug or alcohol test to determine whether or not any employee of the department is under the influence of alcohol or controlled substance. Such person's employment may be terminated if their use of alcohol or a controlled substance endangers other employees of the Department or members of the public. Such termination shall be accomplished in the manner as provided in Article IV.
- B. The Fire Chief or the Township Supervisor may require any fire fighter or reserve to submit to a drug test as a condition of continued employment on the Department. The first such test shall be at the expense of the Township.

PUBLIC CONDUCT

Whenever appearing in public while wearing a Montrose Township-issued uniform or any other equipment, which clearly identifies him/her as a member of the Department, each member of the Department shall conduct himself or herself in such a manner so as to not undermine public confidence in the Department or its ability to provide for the safety of the public. Any employee violating this provision will be subject to disciplinary action up to and including termination of employment from the Department.

DRIVING RECORD

Annually, the Department will run a Secretary of State check on the driving record on each member of the Department and each reserve for the purpose of determining if any member or reserve has a driving record which would render such member or reserve incapable of driving a vehicle in response to an alarm or has a proclivity for driving in such a manner as to expose the Township, the Department, other members of the Department or any member of the public to a greater risk of danger or liability.

CLASSES

The Department will reimburse any member for any classes or training which are mandated by the State of Michigan or Montrose Township upon the successful completion of the class by such member. All classes must have prior approval of the Fire Department staff. The Fire Department staff may request through the Executive Committee, that class fees be paid in advance, provided the affected employee signs an affidavit stating he/she will reimburse Montrose Township if he/she fail to complete the classes.

A one-time bonus of \$200 shall be given to all new members who have successfully completed his/her certified/mandated training and then complete one-year of service with the Montrose Township Fire Department. The one-year of service shall begin when the new member becomes certified as a firefighter.

Senior Center:

None at this time

Building & Grounds:

Part-time and full-time cemetery employees will be paid one and one-half (1 ½ x) times their regular rate for hours worked on Saturday and twice (2x) their regular rate for hours worked on Sunday. Temporary cemetery employees will be paid one and one-half (1 ½ x) per hour for Saturday and Sunday work.

NOTE: Throughout this Employee Manual, pronouns such as SHE, HERS, HER, HE, HIS or HIM shall be construed so as to include both sexes.