



MICHIGAN  
ASSOCIATION  
FOR LOCAL  
PUBLIC HEALTH

# **EMPLOYEE HANDBOOK**

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# INTRODUCTION

## **MICHIGAN ASSOCIATION FOR LOCAL PUBLIC HEALTH (MALPH)**

MALPH was founded in 1985 as a private, non-profit, 501-C3 state association. The Association is organized to represent Michigan's 45 city, county, and district health departments before the state and federal legislative and executive branches of government.

*Our mission is to strengthen Michigan's system of local public health.*

MALPH is based out of Lansing, Michigan. Throughout this handbook we will refer to ourselves as MALPH.

We look forward to your contribution in working with us to achieve our mission and to creating a positive impact in our organization and across the state.

Please review this handbook as an overview of the policies and guidelines under which we work. You are encouraged to contact the Executive Director if you have any questions or concerns today, or in the future, regarding information contained in this handbook or any other situations.

## **FUNCTION OF HANDBOOK**

The efforts of our employees are appreciated and critical to MALPH success. This handbook was developed to enhance communications that will help you understand our organization as well as your benefits and employment expectations. The policies in this handbook are intended to provide you with an understanding of behavior and performance expectations that contribute to a positive and productive working environment. This handbook is not a contract, nor does it create contractual rights or an agreement for employment for any specified period. The handbook does not change your “at-will” status.

As in any organization, policies, procedures, and work rules may change. Therefore, changes will supersede any manuals or policies previously distributed. We maintain the discretion to enforce any and all provisions of the Employee Handbook and we reserve the right to deviate from the policies contained in the Employee Handbook when presented with exceptional circumstances. If we choose not to enforce a policy in the Employee Handbook in an exceptional circumstance, that shall not be considered a waiver or relinquishment of our authority to enforce such subsequent policies at a later date or under differing circumstances.

By joining or continuing employment with MALPH, you agree to follow the policies that are in effect at any given time. We encourage your questions and suggestions regarding any aspect of the handbook. Please discuss your questions and suggestions with the Executive Director.

## **AT-WILL EMPLOYMENT STATUS**

Employment with MALPH is at-will. We have the same right as you do to end the employment relationship at any time and for any reason, with or without cause or prior notice. At-will also means that you do not have a contractual right, express or implied, to remain in MALPH's employment. No supervisor or other representative of MALPH, except the Executive Director or Executive Committee, has the authority to enter into any agreement for employment for any specified period or to make any agreement contrary to the above.

## **LIMITATION OF ACTIONS**

As a condition of employment, you agree not to commence any action or lawsuit relating to your employment relationship with MALPH more than the lesser of the applicable statute of limitations, or 182 calendar days after the date you know or should have known of the event giving rise to the claim, complaint, action, or suit. You agree to waive any statute of limitation to the contrary.

## **HOW WE COMMUNICATE**

It is important that you know and take advantage of our Open-Door and Problem

Resolution Process if the need arises. There will not be any retaliation for using these policies.

### **OPEN-DOOR**

It is our desire to provide good working conditions and harmonious working relationships among employees, as well as between employees and management. You can feel free to communicate directly with your co-workers to express your suggestions, concerns, and issues in a professional and constructive manner. For us to address any work-related issues or concerns, we need to be aware that they exist. Therefore, we maintain an “Open-Door” policy where you are encouraged to discuss issues, concerns or suggestions with management.

When matters of interpretation of application of these policies or as other rules/regulations arise, you are encouraged to discuss the matter with management. In turn, management will explore an appropriate resolution of the matter, and while not all issues, concerns or suggestions may be resolved to your complete satisfaction, we are committed to equitable resolution of disputes whenever feasible.

If you are not satisfied with the response you received under the Open-Door policy, or if you believe the issue is too significant to discuss informally, you should follow the Problem Resolution Process.

### **PROBLEM RESOLUTION PROCESS**

Maintaining effective communications and good working relationships is important to us. Consequently, if a complaint cannot be resolved through the informal Open-Door process, you may follow the formal Problem Resolution Process described below.

Any type of concern can be brought forth through this formal process. If the concern is relating to your suspension, demotion, or discharge, this Problem Resolution Process will provide the exclusive, final, and binding means of resolving the dispute. This provision does not alter your at-will status. Rather, it is intended to give you an opportunity to provide further clarifying information to reconsider an action that has been taken, are about to take, or have failed to take.

**Step 1:** You will present a written complaint to the Executive Director within five (5) workdays of the occurrence of the problem. The written complaint will detail the concern and any supporting facts or witnesses. The Executive Director will discuss the complaint with you typically

within five (5) workdays of receiving your written complaint. After the conversation, the Executive Director will investigate and give you a written response to your complaint within five (5) workdays.

**Step 2:** If you are not satisfied with the written response received in Step 1, you have five (5) workdays from receiving the response to present your written complaint to the Executive Committee. An investigation will be conducted and completed within ten (10) workdays of receiving your written complaint. You will be given a written response typically within five (5) days after the completion of the investigation. This answer is final and binding with respect to the dispute.

**Note:** Complaints about discrimination or harassment may be made at any time and are not subject to any restrictions contained in this policy.



## **EMPLOYMENT**

Your employment with us is essential and we couldn't conduct our business without you. In the section below, we strive to cover essential information about your employment that will assist you in your success with our organization.

### **IMMIGRATION REFORM**

The Immigration Reform and Control Act (IRCA) requires an employer to verify both the identity and employment eligibility of all employees. This process is accomplished by examining the documents that establish your identity and your eligibility to work in the United States and by completing the Immigration and Naturalization Form I-9 within three (3) days from your hire date.

### **EMPLOYMENT STATUS**

Based on your conditions of employment, you will be placed into one of the following statuses:

**Regular full-time employees** are regularly scheduled 30 or more hours per week and are eligible for benefits and time off with pay.

**Regular part-time employees** are regularly scheduled fewer than 30 hours per week and may be eligible for benefits and time off with pay.

**Temporary/Intern employees** are hired on a temporary, intermittent, or seasonal basis, regardless of hours worked in a week and are not eligible for benefits.

### **EXEMPT / NON-EXEMPT CLASSIFICATION**

In addition to the employment status definitions, all positions are categorized as "exempt" or "non-exempt" based on job duties and responsibilities for purposes of federal and state wage and hour laws. Should your position's duties and/or responsibilities materially change during your course of employment, your position will be re-evaluated to determine if a re-classification of status is necessary.

**Hourly (non-exempt) employees** are paid overtime at the rate of time-and-one-half your regular rate of pay for all hours worked beyond forty hours in a workweek. Overtime must be approved in advance by the Executive Director.

**Salaried (exempt) employees** are paid on a biweekly salaried basis and are not paid overtime for hours worked beyond forty. Exempt employees are classified as such based on the criteria established under the Fair Labor Standards Act (FLSA).

## **SCHEDULE**

Employment hours are generally Monday through Friday, 8:00 a.m. until 5:00 p.m. with an hour for lunch, unless otherwise assigned by the Executive Director. Working hours may be altered as business dictates; we will strive to give as much notice as possible. You are expected to start work promptly at your regularly scheduled starting time.

## **WORK WEEK**

For purposes of calculating hours worked each week, the week begins on Saturday at 12:00 am and ends on Friday at 11:59 pm. At times, we may require you to work overtime.

## **ATTENDANCE**

You are expected to be ready to work by your scheduled start time each day. If you are unable to be at work on time, or if you will be missing part or all of your scheduled workday, you must contact the Executive Director, through their preferred method, as soon as possible before your scheduled start time.

Absences that are not requested in advance will be considered unscheduled absences. We may require you to provide documentation of an absence upon request. Tardiness is defined as arriving late to work, returning late from break/lunch, or leaving early without approval from the Executive Director.

Failure to come to work or call in may result in corrective action. If you do not report to work nor call in to inform the Executive Director of your absence for three (3) consecutive scheduled workdays or more, you will be considered to have voluntarily resigned employment through job abandonment. Excessive absenteeism or tardiness will result in corrective action up to and including termination.

## **REPORTING TO WORK DURING INCLEMENT WEATHER**

We plan to be open for business each working day. Please be prepared to deal with the day's weather in advance so that you're able to report to work on time. If you are unable to report to work due to weather but the business remains open, you will be required to use paid time off. If you have exhausted your paid time off, this day will be unpaid. If in an extenuating circumstance the business is unable to open due to weather, you will be contacted by the Executive Director as soon as possible.

## **MEAL AND BREAK PERIODS**

In order to provide rest, refresh or to attend to personal matters, we provide a variety of breaks.

Meal periods and paid breaks will be scheduled by the department supervisor. Occasionally, there may be times when, due to business demands, breaks may not be taken. In such cases, you may not “carry over” or otherwise “recoup” these untaken breaks.

Breaks cannot be taken together, used to shorten your schedule, or extend your meal period.

***PAID BREAKS***

You are awarded one paid break up to fifteen (15) minutes for every four (4) hours you work. This period is intended to provide you with the opportunity to attend to personal matters, rest, or enjoy a snack in designated areas.

***MEAL/LUNCH PERIOD***

You are awarded up to a sixty (60) minute unpaid meal/lunch break each day if you are scheduled at least six (6) hours. Occasionally, you may be required to shorten or delay your meal/lunch break due to operational needs.

Hourly/non-exempt employees who work during their lunch must only do so by Executive Director request or with preapproval. If you are classified as hourly/non-exempt and are required to work through a meal break, you will be paid for your hours worked.

***BREAKS FOR NURSING MOTHERS***

If you are nursing, you will be provided reasonable break times and space to express breast milk for your baby for up to one year after the birth of your child. These breaks will be paid if they are less than twenty (20) minutes long and will replace the paid breaks.

**PAY**

**PAY CYCLE/PAY DAY**

Our work week runs from Saturday at 12:00 am until Friday at 11:59 pm. The pay period lasts for two full work weeks. If a pay day falls on a holiday, you will be paid on the previous workday. If there is a bank or government holiday in the week in which paychecks are issued, there may be a day delay in receiving direct deposit.

**DIRECT DEPOSIT**

You must initiate and set up direct deposit to an account of your choice.

## **REPORTING WORK TIME (TIME RECORDS)**

All staff are required to fill out and submit bi-weekly timesheets on a form approved by the Executive Director.

Failure to timely submit timesheets, falsification of any time records, or failure to accurately and fully report time on your timesheet may result in corrective action, leading up to and including termination of employment.

If you are hourly/non-exempt, working any time outside of the scheduled workday is prohibited (unless the Executive Director has authorized the unscheduled work in advance). You should not start work early, finish work late, work during an unpaid meal break, or perform any other extra or overtime work unless authorized to do so and that time is recorded.

## **IMPROPER PAY**

We make every effort to ensure you are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen, and are called to our attention, necessary corrections will be made promptly. Please review your pay stub for accuracy when you receive it. You are responsible to report any errors of deductions or overpayments immediately to the Executive Director.

## **PAY RATE/WAGE**

Your pay rate will be provided to you at the time of hire. Pay rates may vary due to individual factors or circumstances including, but not limited to, qualifications such as relevant education, experience, knowledge, skills, and market rates. If your pay rate changes during your employment, the change will be discussed with you by the Executive Director.

We comply with federal and state minimum wage and overtime pay laws. The amount of your paycheck is your wage less such tax deductions and any other deductions you have specifically authorized (i.e. contribution to the retirement plan, health insurance premiums, etc.), or ones that we are required to withhold by law (i.e. wage garnishment, etc.).

## **GARNISHMENTS**

If you have a court ordered garnishment, we are legally bound to withhold from your paycheck the amount indicated in the garnishment order. We will honor federal and state guidelines, which protect a certain amount of your income from being subject to garnishment. If you have a garnishment you wish to send to us, please address it to the Executive Director.

## **PAY INCREASE**

Pay raises are based on factors including, but not limited to, our organization's performance, your job performance, market rates, and our organization's financial health. Pay increases are discretionary, and effective date/timing is not guaranteed.

## **OVERTIME**

It is our policy to comply with the provisions of the Fair Labor Standards Act (FLSA) and any applicable state laws. Typically, you will work only those hours for which you are scheduled. However, depending on business needs, we may require you to work overtime. We will strive to give you as much notice as practical when overtime is required.

If you are hourly, non-exempt, you are paid one-and-one-half times your regular rate of pay for hours worked over 40 hours in a single work week in compliance with the FLSA. Any paid time off (PTO) will not be considered hours worked and will not be considered when computing overtime hours.

Under FLSA, if you are salaried/exempt, you aren't eligible for overtime pay based on the professional, administrative, or executive nature of your job. If you are salaried/exempt, you are responsible for working the necessary hours to get your job done and are not entitled to overtime pay.

## **JOB DESCRIPTION**

Job descriptions are tools used to communicate the essential functions of each position. Job descriptions capture the position's broad responsibilities, without limiting the duties that can be assigned to employees. You may be required to assume responsibilities not defined in your job description. We reserve the right to change our job descriptions as needed. Your position's classification status as exempt/salary or non-exempt/hourly may change if your job description changes.

## **PERFORMANCE REVIEWS**

In alignment with the fiscal year, we will conduct an annual performance review. Your supervisor will highlight positive aspects of your work as well as provide you constructive feedback on ways to enhance your job skills, behavior, and performance. The performance meeting is designed as a two-way conversation.

## **EMPLOYMENT RECORDS/EMPLOYMENT FILE**

Accurate records are essential for proper handling of your personal matters, including items such as emergency contact information, income tax deductions, insurance coverage, direct deposit, W-2s, and recording of beneficiaries for

insurance. The accuracy of your record is your responsibility. We ask you to promptly inform the Executive Director of any change in address, telephone number, marital status, number of dependents, emergency contact/s, banking information, or any other pertinent personal information.

We maintain a confidential employment file for each employee. The file contains documents such as your employment application, performance evaluations, benefit forms, and records of significant employment actions. Your medical records aren't kept as part of your employment file but are stored separately in accordance with federal and state laws.

### **EMPLOYMENT/SALARY VERIFICATION**

We do not release your employment information without your written authorization (even after you have left our employment). You can send requests for letters of reference or employment verifications directly to the Executive Director. Upon written request with your written authorization, we generally only confirm your dates of employment, salary history, and job title.

Any information released in violation of this policy is not recognized as official organization information. No employee has the authority to release information regarding a past or current employee unless specific prior approval was issued in writing from the Executive Director. Such an action without approval would be considered outside of the scope of the person's duties, thereby exposing that individual to personal liability for any misinformation provided.

### **WORKSPACE**

You will be assigned a work area to perform your job functions. We work in a team atmosphere so you will be sharing space with others as well. You may bring in personal decorations for your workspace if they are in line with our organization values. Please note that personal property on our premises can be inspected and searched.

### **ORGANIZATION OWNED PROPERTY**

We will provide you with equipment that you need to do your job. Desks, computers, office equipment, and other equipment that we provide are the property of the organization and must be properly maintained. In addition, all documents, voicemails, emails, etc. stored on the organization's property are considered "organization owned" electronic property or data. Organization owned property is provided only for work-related purposes and must be used in an appropriate manner. We reserve the right to inspect all organization owned property to ensure compliance with its rules and regulations.

No organization owned property may be removed from our premises without prior written authorization from the Executive Director, except property that you are expected to retain while away from the job (e.g. laptop, cell phone).

## **SEARCHES**

We reserve the right to have access to and inspect all organization owned property as well as property or items stored on organization premises, including desks, offices, workspaces, and storage facilities (e.g. containers stored around work areas). Therefore, you should not expect that such property will be treated as private and personal.

We reserve the right to inspect, monitor, and have access to organization computers, electronic mail, voicemail messages, and internet communications. While we will attempt to advise you at the time of a search or inspection, we also reserve the right to make any investigation or search without notice, or in your absence, if necessary.

## **INTELLECTUAL PROPERTY**

By accepting employment, you agree that MALPH owns any and all inventions/creations that are made on the organization's time or with the organization's assets that relate to our business, or that are required to meet its obligations, and that you will assist us in protecting its title to these inventions/creations.

## **INFORMATION SYSTEMS**

It is MALPH's policy that our computer system, including the hardware, software, and information contained in the computer system, is the strict property of the organization and is to be used primarily for business-related purposes only. We reserve the right to monitor your use of the computer system, including reading your e-mail and/or surveying your use of the internet.

### **E-MAIL AND INTERNET ACCESS**

You should be aware that e-mail affords no expectations of privacy. Information sent or received via e-mail is the equivalent of a bulletin board posting and can be read by us at any time.

The internet can be a valuable source of information and research. Certain employees may be provided with access to the internet as a tool to assist them in performing their jobs. In addition, email can provide excellent means of communicating with other employees, our members, outside vendors, and other businesses. Use of the internet, however, must be balanced with common sense and good judgment.

Electronic media such as e-mail and internet access should be used for business purposes. Personal use of e-mail and internet access should be kept to a minimum. It is prohibited to transmit via electronic means obscene, illegal, and discriminatory information, or any other information that may result in harassment or defamation. Because of our liability in cases of copyright and trademark infringement, no copyrighted or trademarked information should be forwarded via e-mail or posted on the MALPH website. Accordingly, you should not “cut and paste” copyrighted materials from the internet for business or personal use.

Use of the internet via our computer system constitutes your consent to all the terms and conditions of this policy.

#### **USE OF SOUND CAPABILITY**

You may be equipped with a computer that has sound capability. You should limit the use of the sound capability to primarily business use. Excessive use of this functionality for nonbusiness uses like listening to radio broadcasts, music, television broadcasts, and the like is prohibited.

#### **LAPTOP COMPUTERS**

You may be issued a laptop computer. The issuance of laptop computers will be based on a demonstrated business need. Connectivity to the office network for remote computer users will be via a password-protected Virtual Private Network (VPN) that will allow you to access the network.

Laptop computers assigned to you and the information and software programs contained therein, through this policy are, at all times, our property and are to be used for business purposes.

Laptop computers are part of our information systems, and all policies set forth in this document about the information systems apply to laptop computers as well. In addition, we reserve the right to inspect any laptop computer at any time.

#### **ALTERING ORGANIZATION'S COMPUTER**

You are prohibited from downloading software from the internet without the knowledge and consent of the Executive Director. Downloading games from the internet is prohibited. You should take extreme caution when downloading software or files from the internet. All files or software should be passed through virus protection programs prior to use. Failure to detect viruses could result in corruption or damage to files and/or unauthorized entry into the employer's network.



Files obtained from sources outside the employer, including thumb drives brought from home; files downloaded from the internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by clients or vendors may contain dangerous computer viruses that may damage our computer network.

You should never download files from the internet, accept e-mail attachments from outsiders, or use CDs or thumb drives from outside sources, without first scanning the material with approved virus checking software. If you suspect that a virus has been introduced into our network, notify the Executive Director immediately.

### **SOFTWARE PIRACY**

The copying of application software purchased by the organization or removal of such software from the office violates licensing agreements and is considered software piracy. Accordingly, you shall not copy information and/or programs for your personal use.

### **VISITORS**

Personal visitors are not permitted in our organization buildings without prior approval.

### **PERSONAL ELECTRONIC DEVICES** (cell phones, tablets, music players, etc.)

You are expected to limit your personal phone calls, e-mails, text, and internet use during work time.

### **WORK ATTIRE/DRESS CODE**

Appropriate attire and appearance contribute to a positive organization culture and reflect professionalism to our members. You are expected to maintain a well-groomed appearance with modest, appropriately fitting, clean, and neat attire. Good personal hygiene is also a must. Clothing worn to the gym or the beach is not appropriate.

If you do not meet the standards for appropriate grooming or attire, you may be sent home to change clothes or address the grooming concern.

### **USE OF PERSONAL VEHICLES FOR BUSINESS**

If you are using a personal vehicle for organization business, you must always have a valid driver's license in your possession as well as legally mandated insurance for the vehicle. When requested, it's required to present proof of license and/or insurance. Any change in the status of your driver's license must be reported to the Executive

Director, within 24 hours of the change in status, if driving for the organization is required for your position. Accidents resulting in vehicle damage shall be reported as soon as possible. Accidents shall also be reported to the police as required by law. When driving for business, you must not be under the influence of any substance that inhibits your ability to drive.

When using a personal vehicle for organization business, employees must strictly observe all laws and regulations. We won't reimburse employees for parking tickets, speeding tickets, or other civil or criminal violations. Using a cell phone without a hands-free device or texting whether personal or business related while driving is prohibited.

If you use a personal vehicle for business, you will be reimbursed at the IRS rate for mileage to cover gasoline, oil, maintenance, depreciation, and insurance. You must submit your miles using the expense report process.

## **REIMBURSEMENT/BUSINESS EXPENSE POLICY**

Business expenses incurred while performing duties for your position with us will be reimbursed in accordance with the guidelines set forth. You must report your expenses no later than thirty (30) days after the expense is incurred. Expenses must be documented by an original receipt or invoice and itemized on the Expense Report. The Expense Report can be found on the shared drive. Completed Expense Reports need to be approved by the Executive Director. The Executive Director will submit completed Expense Reports to the President of the Board.

We will reimburse you for reasonable and customary expenses incurred while conducting business on behalf of our organization. We reserve the right to determine what is "reasonable and customary." You are responsible for obtaining prior approval from the Executive Director for questionable expenses.

Payment of the reimbursement will occur after approval of your expense report and supporting receipts. Reimbursement shall occur in a timely manner during the ordinary course of business. The reimbursement will be provided as a separate check from your payroll direct deposit.

## **BUSINESS TRAVEL**

There may be occasions when you will travel for business purposes. At all times, pre-approval for travel is required by the Executive Director. When approval is granted, the organization will only pay for necessary and reasonable business expenses incurred while on your business trip.

We expect that a conscious effort is made to spend only what is necessary on any

type of business travel.

## **BENEFITS**

We are happy to provide you with the following benefits according to the corresponding eligibility guidelines. The requirements for enrollment in each of these plans may vary. Eligible employees will be notified at the appropriate time regarding enrollment for these benefits. We reserve the right to amend, modify, alter, or terminate any or all of these plans at any time.

Your coverage in the benefit programs is conditioned upon meeting eligibility requirements, enrolling in the program, and making applicable employee premium payments or contributions. Detailed information about eligibility, waiting periods, premium costs, dependent coverage, and plan documents are made available to you during your orientation. The plan documents and provider contracts govern the specific terms and conditions of coverage and are controlling over any other statements made verbally or in writing.

You must enroll in the insurance programs to secure coverage. While covered under any benefit programs, you are to report any changes that affect coverage (e.g. births, adoptions, marriage, divorce, deaths) within thirty (30) days of the event. Upon termination, you may be entitled to continuation of the group medical insurance plan in accordance with the terms of the policy and /or applicable state and federal law. Employees may contact the Executive Director for more information.

## **MEDICAL, DENTAL, AND VISION INSURANCE**

We are pleased to be able to pay a portion of the monthly premium for your personal benefits and to provide access to coverage for your dependents. For detailed information on the benefits plans and eligibility please see the Summary Plan descriptions.

To keep coverage active, you must work a minimum of thirty (30) hours per week.

### **HEALTH CARE BENEFITS OPT-OUT PAYMENT**

We offer an opportunity to receive an annual opt-out payment if you elect other medical coverage and do not elect to participate in our organization's health care plan. You must provide proof of coverage under another insurance to be eligible.

## **LIFE INSURANCE**

Life insurance is provided to full-time employees. The organization pays for this benefit. If you wish to add supplementary insurance, you can purchase additional policies during open enrollment.

### **SHORT TERM DISABILITY (STD)**

Short-term disability is offered to full-time employees. If you become disabled and cannot work for a short period of time, this coverage pays sixty (60) percent of your salary, up to the policy limits.

### **LONG-TERM DISABILITY (LTD)**

Long-term disability benefits are offered to full-time employees. If you become totally disabled and cannot work for an extended period, this coverage pays you sixty (60) percent of your salary, up to the policy limits.

### **FLEXIBLE SPENDING ACCOUNTS (FSA)**

You may be eligible to participate in a flexible spending plan that allows you to make pre-tax contributions to an account where you pay eligible expenses for dependent care and for medical expenses that may not be covered by your health insurance. Enrollment occurs during your orientation and annually during the open enrollment period.

### **RETIREMENT SAVINGS**

We recognize the importance of saving for retirement and offer eligible employees a retirement plan. Through this plan, MALPH will make a 3% contribution towards your retirement savings. See Plan summary document for details.

### **TIME OFF BENEFITS**

We provide paid time away from work to ensure that you can rejuvenate as well as manage any personal matters. All requests for time off are submitted to the Executive Director.

Usage and scheduling of time off is subject to the approval of the Executive Director, within the limits of any applicable law. Submitting requests for time off as soon as you know it is needed will increase your likelihood of approval.

Below are the categories of time off and descriptions of when they can be used.

#### **PAID HOLIDAYS**

The organization typically provides paid time off for the holidays listed below. If one of these holidays falls on a Saturday or Sunday, we will choose an alternative holiday on the preceding Friday or the subsequent Monday. Please refer to the current annual holiday schedule as observed dates will vary year to year.

- New Year's Day
- Martin Luther King, Jr.'s Birthday

Presidents' Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veterans Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve Day  
 Christmas Day  
 New Year's Eve Day

Full-time employees receive holiday pay of eight (8) hours at their straight-time rate of pay. Part-time employees receive holiday pay at their straight-time rate of pay for their normal hours worked. Holiday pay is not counted toward the computation of overtime hours.

You are not eligible for holiday pay if you are collecting workers' compensation or disability insurance payment, are laid off, or are on an unpaid leave of absence.

**ALTERNATE HOLIDAY**

You may request time off to observe a religious practice or holiday not already scheduled. Depending upon business needs, you may be able to work on a day that is normally observed as a holiday and then take time off on an alternate day. We will seek to reasonably accommodate your religious observance request.

**PAID TIME OFF (PTO)**

Paid Time Off (PTO) is all-purpose time-off for regular employees to use for vacation, sick days, and personal business. It combines traditional vacation, sick days, and personal leave into one flexible, paid time off program.

Our PTO benefit year runs concurrent to the respective employee's work anniversary calendar. PTO will be granted annually to employees on the anniversary of their hire date.

PTO may be used in increments of 1 hour.

Regular full-time employees PTO schedule is as follows:

Full-Time Regular Service	Annual PTO
New hire through 2 years	80 hours

Years 3 through 5	120 hours
Years 5 through 9	160 hours
Years 10 and beyond	200 hours

It is expected that you will preschedule your PTO with management whenever possible. Approval of requests will be reviewed based on staffing requirements, timing of request, and business needs. Business needs may require PTO to be taken at certain times of the year or that PTO may not be taken at certain times of the year.

PTO is paid at your base rate of pay at the time of your absence. PTO does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

If your available PTO days/hours are not used by the end of the benefit year, you may carry accumulated, unused time forward to the next benefit year. No more than 240 hours can be accumulated.

If you leave our employment for any reason, you will be paid out earned PTO as of your last date of employment.

Once you have utilized all your PTO, you can request additional, unpaid time off, by submitting a leave of absence request. See the Leaves of Absence section in this handbook.

**BEREAVEMENT**

You may be absent up to five (5) regularly scheduled workdays without loss of pay in the event of a death in your immediate family. Immediate family includes the following relationships whether natural, step, adopted or foster in nature: spouse or domestic partner, child, parent, sibling.

You may be absent up to three (3) days for grandparent, grandparent in-law, grandchild, grandchild in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, and domestic partners' immediate family (a parent or sibling).

You may be absent up to one (1) regularly scheduled workday without loss of pay in the case of a death of an extended family member. Extended family includes aunts, uncles, cousins, nieces, and nephews.

Contact the Executive Director to arrange the appropriate time off.

Bereavement leave must be recorded on the timesheet. We reserve the right to request written verification of your familial relationship to the deceased and proof of attendance at the funeral home, funeral, and/or memorial service as a condition of the bereavement pay.

### **JURY/WITNESS DUTY**

We recognize that it is the duty of every citizen to fulfill certain civic obligations, such as jury and witness duty. You will be granted the necessary time off from work if you are required to serve on a jury or if, as a result of a subpoena, you must appear as a witness in court. You must notify the Executive Director, in writing, within 24 hours of when you receive the notification from the court. Documentation must be presented if requested.

Jury Duty time taken must be recorded on the timesheet. We may request that the court excuse you from jury duty if, in our judgment, your absence would create serious operational difficulties.

Full-time employees serving on jury duty will be paid their regular rate of pay up to 5 working days. Extended jury circumstances will be considered on a case-by-case scenario. Employees will accrue all benefits that you would have normally received while not on jury duty. Employees excused from jury duty are expected to return immediately to their duties.

### **TIME OFF FOR VOTING**

We recognize that voting is a right and privilege of being a citizen of the United States and we encourage you to exercise your right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you find scheduling difficulties, please contact the Executive Director to discuss scheduling accommodations.

### **WORKERS' COMPENSATION**

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses if you are injured or become ill because of employment. We pay the entire cost of workers' compensation insurance. It is important that you report any job-related injury/illness to the Executive Director and fully cooperate with any investigation that may occur.

The filing of false workers' compensation claims will not be tolerated and will result in corrective action or termination of employment.

### **PARKING**

Because we work in a metro area, parking is challenging. We have reserved free

parking spaces for you, as our employee.



## **HEALTH AND SAFETY**

Safety is of the utmost importance at MALPH. We strive to provide you with a safe work environment. We all must take responsibility for making sure all aspects of the workplace are safe.

It is the responsibility of everyone to report any potentially unsafe condition to the Executive Director. We encourage you to offer suggestions at any time to improve health and safety on the job.

## **BUILDING SECURITY**

Each employee is assigned a key code that allows you access to the building. The last person to leave the office at the end of each day must ensure all lights are turned off and that all doors are locked and secured.

## **WORK AREAS**

Maintaining a clean work area is an important aspect of safety. You are responsible for cleaning up after yourself, whether in work areas, lunchrooms, or elsewhere throughout the building.

## **ACCIDENTS AND INJURIES**

All accidents and injuries, no matter how slight, must be reported immediately to the Executive Director. You are expected to avoid any behavior that might cause injury to yourself, employees, or visitors.

You may be required to submit to a drug and alcohol test following a work-related accident or injury. Failure to comply with this test will result in termination of employment.

Any non-job-related illness/injury that will affect your ability to conduct the essential functions of your job must be reported to the Executive Director prior to the start of your workday.

We will not discriminate against you for reporting any work-related injuries and illnesses.

### **MEDICAL EMERGENCY**

When an injury occurs, you should determine the appropriate course of action based upon the severity of the injury. You are responsible for keeping the Executive Director informed of the status of the situation. If you determine the situation is an emergency, you should immediately dial 911 for medical assistance.

## **ACCIDENT OR INJURY REPORTING AND INJURY TREATMENT PROCESS**

An accident and injury that occurs in the workplace is required to be reported immediately, even if the injury is minor and doesn't require medical attention. Accident is defined as any time you create damage to equipment, the building or other organization property. You must complete an Incident Report form, following any accident and injury. This form is to be completed within two (2) working days of the accident/injury (unless there are extenuating circumstances).

You should go directly to the nearest emergency medical facility if experiencing an injury or illness that needs immediate, serious medical attention. Please call 911 for all life-threatening injuries or illnesses.

After notifying a supervisor of an on-the-job injury, you are to report to a doctor or health care clinic as directed by your supervisor.

## **REFUSAL OF MEDICAL TREATMENT**

If you refuse medical treatment, you must sign a Refusal of Medical Treatment form at the scene or when it is reported to the organization. This form must be turned in within the two (2) working day requirement.

## **SMOKING AND THE USE OF TOBACCO PRODUCTS**

Smoking, including e-cigarettes, and the use of tobacco products is prohibited throughout the workplace. This policy applies equally to all employees, members, and visitors. We do not offer "smoke breaks" during the course of the business day.

## **DRUG & ALCOHOL**

We are committed to providing a safe and productive work environment for all employees. Consistent with state and federal law, we maintain a workplace free from the unlawful manufacture, distribution, possession, or use of controlled substances. Using or being under the influence of legal or illegal drugs, including opioids, or alcohol on the job may pose safety and health risks. The unlawful manufacture, distribution, possession, or use of controlled substances, illegal drugs, or alcohol is prohibited on our property and at any site where work is performed by individuals on our behalf.

We further reserve the right to take all appropriate and lawful actions necessary to enforce this policy including, but not limited to, the inspection of desks or other suspected areas of concealment, as well as an employee's personal property when we have reasonable suspicion to believe that you have violated this policy.

## **PRESCRIPTION MEDICATION**

If you are taking prescription medication that contains a warning label about driving, operating equipment, or drowsiness, you must inform the Executive Director. If you take any prescription medication that affects the ability to perform your job, you are expected to notify the Executive Director immediately. A decision will be made to determine if you will be allowed to work based on all the facts, including the nature of your job duties. In all cases, safety will be the determining factor. Additional documentation and information may be requested from your physician.

## **DRUG AND ALCOHOL TESTING**

As a condition of employment, candidates and employees may be subject to an alcohol and drug screening. In addition, when we have reason to believe that you have violated this policy, you will be subject to an alcohol/drug screening consistent with applicable state and federal laws. Alcohol/drug screening will also occur after a work-related accident that results in substantial property damage, injury, or death. Failure to pass alcohol and/or drug screening tests may result in corrective action, leading up to, and including, termination of employment.

If you refuse to participate in a screening test when directed to do so, it will be treated as an act of insubordination and will result in your immediate termination of employment. You may also elect to resign and forfeit any right to re-employment with the organization.

## **WEAPONS**

Possession, use, or sale of weapons, firearms, or explosives on work premises, or while engaged in MALPH business off premises, is forbidden except where expressly authorized by the Executive Director and permitted by state and local law. This policy applies to all employees, including, but not limited to, those who have a valid permit to carry a firearm.

## **THREATS AND VIOLENCE IN THE WORKPLACE**

The purpose of this policy is to mitigate the potential risk of personal injuries to you at work and to reduce the possibility of damage to organization property. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking, or any other hostile, aggressive, injurious, or destructive action undertaken for domination

or intimidation.

If you receive or overhear any threatening communications from an employee or outside third party, report it to the Executive Director at once. Do not engage in physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to anyone on our premises, you should contact an emergency agency (such as 911) immediately.

Violations of this policy, including failure to report or fully cooperate in an investigation, may result in corrective action, leading up to and including termination of employment.

## **EMERGENCY**

Emergency situations in the workplace can occur at any time. While we anticipate that these occurrences are rare, it is important that you know what to do and where to go during these situations. Please, do not delay finding safety because you want to retrieve your personal belongings. Your life is much more important than inanimate things. Encourage others around you to seek safety as well and then remain in the safety location until an all-clear signal has been given.

### **BUILDING EVACUATION**

In the case of a disaster in the office, you should leave the building immediately through the nearest exit and proceed to the farthest point possible from the building. You may not re-enter the building until an approval to do so has been given from either the Executive Director or emergency personnel on site.

### **SEVERE WEATHER**

If severe weather requires that you take cover while at work, proceed to the basement or nearest bathroom, get low and cover your head with your hands or other soft objects that you may have. Remain in your sheltered location until the Executive Director or emergency personnel on site have given you approval to return to your work area.

### **EMERGENCY LOCKDOWN**

If a situation arises in which there is danger inside the building, please follow the protocol below:

- Step 1:** Exit the building immediately if you can safely escape.
- Step 2:** If you cannot escape the building, remain quiet, find a hiding place and barricade yourself in.
- Step 3:** Find items that you can use to protect yourself if

necessary.

**Step 4:** Remain hidden until emergency personnel on site have given you approval to return to your work area.

## **ETHICS AND STANDARDS**

It is MALPH's policy to maintain the highest ethical standards in the conduct of its business affairs and in its relationship with members, clients, suppliers, employees, vendors, and the communities in which our business is conducted. As an employee of MALPH, you are expected to adhere to acceptable business principles in matters of personal conduct and exhibit a high degree of personal integrity.

## **NONDISCRIMINATION/ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE**

We are committed to maintaining a professional work environment in which individuals are treated with dignity and respect. We support practices and behaviors that promote equal employment opportunities and prohibit unlawful discriminatory practices and behaviors, including harassment. We will make every effort to ensure that you are free from unlawful discrimination, harassment, and retaliation. To that end, you must follow this policy for complaints which will be investigated and resolved timely and appropriately. If you have questions or concerns, please communicate with the Executive Director.

These policies are not to be used as a basis for excluding or separating individuals of a particular protected characteristic from participating in business or work-related social activities or discussions. No one should engage in discrimination or exclusion to avoid allegations of harassment.

### **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

MALPH is an equal opportunity employer and fully subscribes to the principles of equal employment in which employment is based upon capabilities and qualifications without discrimination or harassment because of race, color, religion, gender, age, citizenship, national origin, pregnancy, military status, genetic information, sexual orientation, gender identity, marital status, height, weight, physical or mental disability that does not affect the individual's ability to perform a particular job with or without reasonable accommodation, or any other protected characteristic as established by law. This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

This policy against discrimination and harassment applies throughout the entire work environment, whether in the office, at work assignments outside the office, at business-related social functions, or otherwise, and may apply to actions taken outside of work (for example, harassing an employee through stalking or social media). In addition, MALPH prohibits harassment or

discrimination from any member, vendor, or other person doing business with us or others with whom employees come in contact during the course of work-related duties. While our ability to influence the conduct of members, vendors, or others who engage in such behavior may be limited, we are committed to taking appropriate action to the extent practical.

It is the responsibility of the Executive Director, Board, and employees to ensure prohibited activities do not occur.

### **SEXUAL HARASSMENT**

Sexual harassment constitutes discrimination prohibited by the law. Sexual harassment is unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's employment,
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The victim and the harasser/s can be of any gender. Depending on the circumstances, examples of these behaviors may include but are not limited to: sexual jokes and innuendos; offensive remarks about a person's gender; verbal abuse of a sexual nature; graphic verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; sexually degrading, lewd, or vulgar words to describe an individual; leering; whistling; pinching or touching a private area of the body; insulting or obscene comments or gestures; displaying sexually suggestive objects or pictures; intentionally standing close to or brushing up against another employee; asking personal questions about another employee's sexual life; and/or repeatedly asking out an employee who has stated that he or she is not interested.

### **OTHER PROTECTED CHARACTERISTICS OF HARASSMENT**

Harassment on the basis of any other protected characteristic is also prohibited. Other protected characteristics of harassment are verbal, written, or physical conduct that is based on an individual's lawfully protected characteristic and that:

- Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or

- Has the purpose or effect of adversely affecting an individual's employment opportunities.

Other harassment prohibited by this policy must be distinguished from conduct or communication that, even though unpleasant or disconcerting, is not inappropriate in the context of carrying out legitimate work, or instructional, advisory, counseling or supervisory responsibilities.

Examples of prohibited other harassment include but are not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; degrading jokes; and/or conduct or communication that shows hostility or aversion toward an individual or group and that is displayed or circulated in the workplace, on MALPH time, or using MALPH equipment by e-mail, phone (including voice messages), text messages, social networking sites, or other means.

### **NON-RETALIATION**

MALPH will not tolerate retaliation against any employee or other person who in good faith reports a violation or perceived violation of this policy, or retaliation against any employee or other person who participates in any investigation as a witness or otherwise. Retaliation is a serious violation of this policy and is subject to investigation and corrective action. Any acts of retaliation must be promptly reported to the Executive Director. If it is not appropriate for some reason to report the violation through this channel, the violation should be reported to the President of the Board of Directors.

### **REPORTING DISCRIMINATION/HARASSMENT OR RETALIATION**

If you become aware of a perceived violation of this policy, you have a duty to report it immediately to the Executive Director. Any employee who believes that he or she has been the subject of prohibited harassment, discrimination, or retaliation should report the matter immediately to the Executive Director. If the Executive Director is unavailable or involved in the claim, the matter should be reported to the President of the Board of Directors. The report will be safeguarded as confidentially as possible, to the extent consistent with thorough investigation and corrective action practices.

It's important that MALPH is informed about the inappropriate conduct as soon as possible, because nothing can be done to remedy the problem if it's unknown that a problem exists, and it becomes more difficult to determine exactly what took place after the passage of time.

In addition, we encourage individuals who believe he/she is being subjected



to such conduct to promptly advise the offender that his or her behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. We recognize that an individual may prefer to pursue the matter through the complaint procedures and encourages those individuals to do so.

### **INVESTIGATION**

After notification of the complaint, an investigation will be initiated to gather relevant facts about the complaint. The investigation will be conducted by our management team with third party assistance or consultation. An investigation may include interviews of individuals who may have relevant information including the person claiming the harassment occurred, the persons claimed to be involved in harassment, and witnesses to the harassment.

After the investigation has been completed, the Executive Director will make a determination regarding the appropriate resolution of the matter. If, for some reason, that would be inappropriate, the President of the Board of Directors will make the determination.

If the investigation establishes that prohibited harassment, discrimination, retaliation, or other inappropriate behavior has occurred, immediate and appropriate corrective action, up to and including termination of employment, will be taken to stop the violation and prevent its recurrence. Upon completion of the investigation and determination, the determination will be reported to the employee who submitted the complaint.

### **CORRECTIVE ACTION**

If you engage in discrimination, harassment, or retaliate against another employee because he/she made a report of discrimination, harassment, or participated in an investigation of a claim under this policy will be subject to corrective action up to and including termination of employment. We may, in our discretion, take corrective action with respect to conduct that does not violate the law, but which we feel is disruptive or otherwise inappropriate. False and malicious complaints of discrimination, harassment, or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate corrective action.

### **AMERICANS WITH DISABILITIES ACT**

We are committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is MALPH's policy not to discriminate against any qualified employee or applicant regarding any terms or conditions of employment because of

such individual's disability, perceived disability, or record of disability so long as the employee can perform the essential functions of the job with or without reasonable accommodation. Consistent with this policy of nondiscrimination, we will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made us aware of his or her disability, provided that such accommodation does not constitute an undue hardship on MALPH.

## **NOTICE UNDER THE MICHIGAN PERSONS WITH DISABILITIES CIVIL RIGHTS ACT**

The purpose of this Notice is to advise you of your rights under Michigan's Persons with Disabilities Civil Rights Act (the "Act"). This is the state of Michigan law that requires employers to accommodate employees or job applicants who have a disability, as defined in the Act, unless doing so would cause the employer an undue hardship.

The Act states that a person with a disability may allege a violation of the law regarding failure to accommodate "only if the person with a disability notifies the employer in writing of the need for accommodation within 182 days after the date the person with a disability knew or reasonably should have known that an accommodation was needed." Nothing in this provision shall—or is intended to—interfere with or limit your rights under Title I of the Americans with Disabilities Act, as amended.

We strongly encourage all persons who believe that they require accommodation in the workplace to adequately perform the duties of their job to advise their supervisor immediately by making a written request for accommodation.

### **NOTICE UNDER THE MI PERSONS WITH DISABILITIES CIVIL RIGHTS ACT**

We are committed to complying with all applicable provisions of the Michigan's Persons with Disabilities Civil Rights Act (PWDCRA). It is MALPH's policy not to discriminate against any qualified employees or applicant regarding any terms or conditions of employment because of such individual's disability, perceived disability, or record of disability so long as the employee can perform the essential functions of the job with or without reasonable accommodation as required by law. Consistent with this policy of nondiscrimination, MALPH will provide reasonable accommodations to a qualified individual with a disability, as defined by the Act, who has made us aware of his or her disability, provided that such accommodation does not constitute an undue hardship on MALPH.

### **PROCEDURE FOR REQUESTING AN ACCOMMODATION**

The Act states that a person with a disability may allege a violation of the law

regarding failure to accommodate "only if the person with a disability notifies the employer in writing of the need for accommodation within 182 days after the date the person with a disability knew or reasonably should have known that an accommodation was needed." We encourage all persons who believe that they require accommodation in the workplace to adequately perform the duties of their job to make a request for accommodation by submitting a written request to the Executive Director.

Upon receipt of an accommodation request, the Executive Director will meet with the employee to discuss and identify the precise limitations resulting from the disability and what accommodations MALPH can make to help overcome those limitations.

We will determine whether the requested accommodation is reasonable, considering various factors, including, but not limited to, the nature and cost of the accommodation, MALPH's overall financial resources and organization, and the accommodation's impact on our operation, including its impact on other employees to perform their duties and on MALPH's ability to conduct business.

We will inform you in writing of our decision on the accommodation request or on how the accommodation can be made. If the accommodation request is denied, you will be advised of your right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The Act does not require the employer to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

If you have questions regarding this policy, or if you believe that you have been discriminated against based on a disability, you should notify the Executive Director. If the Executive Director is unavailable or involved in the claim, the matter should be reported to the President of the Board of Directors. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

## **SOCIAL SECURITY NUMBER PRIVACY**

We seek to ensure our employee's social security numbers are maintained confidentially. Social security numbers will not be released, except as required or permitted by law. Social security numbers will be made available internally on a "need-to-know" basis.

More than four sequential digits of a social security number will not be included on any document mailed, except as required or permitted by law, nor will it be publicly displayed in any manner. Social security numbers must not be used as passwords or identifiers for any computer system. The social security number will not be used in the ordinary course of business except when we determine that it is necessary to verify an individual's identity or to administer benefits, such as health insurance. Any documents that include social security numbers that are discarded are to be shredded.

## **PERSONAL IDENTITY INFORMATION**

We understand the importance of maintaining confidentiality of Personal Identity Information (PII). The PII covered under this policy may come from various individuals that perform duties on our behalf which includes employees, applicants, and vendors. Examples of PII are social security numbers, taxpayer identification numbers, employer identification numbers, state drivers' license numbers, and dates of birth.

Only those needing PII for business reasons will have access to PII. We will store information containing PII in secure, locked locations and electronic storage on secured computers/networks.

## **CONFIDENTIALITY**

The protection of confidential business information is vital to our organization's interests and success. Confidential information is any and all information disclosed to or known by you because of employment with our organization that is not generally known to people outside our organization about its business, members, clients and/or employees. Confidential information can take on many forms including, but not limited to, verbal information, records, hardcopy documents, notes, computer files, and other forms of electronic mediums. This organization-related information may not be removed from our organization's premises or shared without express written permission from the Executive Director.

Additionally, the contents of this information may not be disclosed to anyone, except where required for a business purpose or where the records or information have previously been disclosed by our organization. You must not disclose any confidential information, purposefully or inadvertently, to any unauthorized person inside or outside our organization. If you are unsure about the confidential nature of specific information, you must ask someone in leadership for clarification. You will be subject to appropriate corrective action, leading up to and including termination of employment, for knowingly or unknowingly revealing information of a confidential nature. Your obligation to maintain confidentiality of organization information shall

continue even after termination of your employment for any reason.

This provision is not intended to, and should not be interpreted to, prohibit you from discussing wages and other terms and conditions of employment if you so choose.

All documents and tangible things in any form that contain information that has been generated in the course of employment are the property of MALPH. Upon termination, for any reason, you must deliver all documents, records and tangible things back to our organization. Confidential information includes, but is not limited to:

- information regarding the manner of operation,
- member details,
- contact lists,
- personal information of employees,
- information related to current or planned products or services.

The above list is not all-inclusive, and you are expected to use good judgment, to follow the spirit and intent of these guidelines, and to ask questions if you have any doubt as to the propriety of information prior to divulging.

Nothing in this section is intended to discourage you from reporting a violation of a law, rule, or regulation to a proper governmental agency or authority.

## **CONFLICTS OF INTEREST**

We expect you to conduct yourself and our organization business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests. This policy establishes the framework within which we wish to operate. It provides general direction so that you can seek further clarification in issues related to the subject of acceptable standards of operation.

A conflict of interest occurs when you can influence a business decision that would lead to personal benefit for you or your relative (anyone related to you by blood or marriage or someone in a similar capacity). If you are uncertain of whether a conflict of interest exists, contact the Executive Director for a determination.

Common types of conflicts of interest are discussed in more detail below:

### **PERSONAL GAIN**

Personal gain may result if you or a relative has significant ownership in a firm with which we do business, or if you or a relative receives any kick-back, bribe, substantial gift, or special consideration because of any transaction or

business dealings involving our organization.

If you have influence on decisions involving purchases, contracts, or leases with an outside firm with which you or a relative has a relationship, it is imperative that you disclose the existence of any potential conflict of interest to the Executive Director as soon as possible so that safeguards can be established to protect you and all other involved parties.

### **EMPLOYMENT OF RELATIVES OR COHABITANTS**

We want to ensure that employment practices that involve hiring, promotion and transfer do not create situations that would suggest a conflict of interest. To ensure fair employment practices, close relatives, partners, those in a dating relationship or any co-habitants (anyone living in the same household) are not permitted to be in positions that have a direct or indirect supervisory relationship with each other.

Close relatives are defined as your spouse/domestic partner, or any of your or your spouse/domestic partner's parents, parents-in-law, grandparents, grandchildren, sons, sons-in-law, daughters, daughters-in-law, uncles, aunts, cousins, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, or step relatives.

### **DATING IN THE WORKPLACE**

If you begin a dating relationship or become close relatives, domestic partners or cohabitants with another employee where one of you has supervisory influence over the other, you must inform the Executive Director immediately. We will work with both of you to find a solution, where possible, to transfer one of you into a non-conflicting position.

### **GIFTS**

During the course of business, there may be times when you receive gifts from outside sources such as members, vendors, or the public. Gifts can include gratuities, tips, entertainment, or other items of value.

You should not accept gifts where acceptance is reasonably expected to create a conflict of interest. Small gifts that don't pose a conflict of interest can be accepted if reported to your supervisor. Large gifts must be reported to the Executive Director who will decide if the gift can be accepted. Large Gifts are defined as:

- A gift (or multiple gifts from the same giver) with a regular retail value of \$50 or more

- Multiple employees in a group received gifts, when added together, exceed \$100

Failure to strictly abide by this policy could result in corrective action, leading up to and including termination of employment.

### **OTHER EMPLOYMENT**

We understand that you may choose to accept additional employment or have your own business during your employment with us. If you are employed elsewhere or self-employed, you must not work for an organization that is in direct competition or performs similar work as our organization. In addition, you must not represent, solicit, or perform work for other organizations or your own business or while on work time for us. Both examples would be considered a conflict of interest and would jeopardize your employment with us.

### **SOLICITATION OF EMPLOYEES**

We prohibit the solicitation, distribution and posting of materials on or at our property by anyone whether employee or non-employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by our organization and organization-sponsored programs related to our products and services.

Non-employees may not solicit employees or distribute literature of any kind on our organization's premises at any time.

You may not solicit others during work times, except in connection with an organization approved or sponsored event. Working time includes all time during which you are assigned to or engaged in the performance of job duties, but does not include breaks, meal periods or other designated relief periods when you are not assigned to or expected to perform any job duties.

The posting of materials or electronic announcements are permitted with written approval from the Executive Director. Nothing in this policy is intended, nor should it be interpreted to affect your or any individual's rights under Section 7 of the National Labor Relations Act. Violation of this policy should be reported to the Executive Director.

### **SOCIAL MEDIA**

Social media can be a fun and rewarding way to share your life and opinions with family, friends, and others around the world. However, use of social media also presents risks and carries certain responsibilities. To assist you in making responsible

decisions about your use of social media, we have established guidelines for appropriate use of social media.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including an employee's own or someone else's blog, personal website, social networking, or other forms of electronic communication, whether or not associated or affiliated with MALPH. The same principles and guidelines found in our policies and the basic beliefs apply to your activities online.

You are solely responsible for your online posts. Conduct must not adversely affect job performance, the performance of other employees, members, vendors, or MALPH's legitimate business interests. Remember that the internet archives almost everything; therefore, even deleted postings can be searched.

This Social Media policy applies whenever using social media, including when not at work, not on work time, or using one's own personal computer or electronic device.

#### **EXPECTATIONS FOR RESPECT**

Always be fair and courteous to fellow employees, members, vendors, or people who work on behalf of MALPH. Work-related complaints are best resolved by speaking directly with the individual one-on-one or by utilizing the Open-Door Policy, rather than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that could be reasonably viewed as obscene, or that might constitute prohibited harassment or violate any policy in this handbook.

Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or policy.

#### **POST ONLY APPROPRIATE CONTENT**

Maintain the confidentiality of our confidential information including but not limited to information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.

Do not create a link from your personal blog, website, or other social networking site to a MALPH website. Under no circumstances may you represent yourself as a spokesperson for MALPH unless specifically authorized



to do so. If MALPH is a subject of the content, be clear that the views expressed do not represent those of our organization. If you do publish a blog or post online related to the work you do or subjects associated with us, it is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of MALPH.”

### **USING SOCIAL MEDIA AT WORK**

Refrain from using social media while on work time or equipment unless it is work-related as authorized by your supervisor and consistent with the Information System Policy. Do not use your business email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Regardless of any other provision of this policy, this social media policy does not prohibit you from engaging in social media activity nor any other activity that is protected by the National Labor Relations Act.

### **RETALIATION IS PROHIBITED**

We prohibit taking negative action against anyone for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to corrective action, up to and including termination.

## **LEAVES OF ABSENCE**

There are several reasons why you may need to take a leave of absence from work. Listed below are our company sponsored leave programs. Please see the Executive Director with questions regarding any of your leave options.

### **MILITARY LEAVE/USERRA**

If you are a member of the Armed Forces, Reserves, or National Guard, you will receive the necessary time off for required training encampments. You need to advise the Executive Director as soon as you are made aware of the training assignment. We reserve the right to request documentation of the training, such as copies of the orders.

If you are called for and serving in active duty in the Armed Forces, Reserves, or National Guard, we will retain the rights as determined by the Veteran's Re-employment Rights Law.

### **MEDICAL LEAVE**

Full-time employees after six (6) months of employment are provided with up to ninety (90) days of unpaid leave for your own serious medical condition with approval from the Executive Director.

Duration of the leave request must be included on the initial request. Extensions may be considered where written request is provided, where possible, at least seven (7) days prior to the expiration of the leave. Paid time off hours may be used while on a Medical Leave.

We reserve the right to confirm your need for the leave and/or requested extension, which may include a physician examination that is selected by MALPH.

Upon return from medical leave, you shall furnish a fitness for duty statement from the physician.

Health insurance coverages will continue, under the conditions set forth by each insurance provider, while you are on a medical leave. You are responsible for submitting to us your health insurance contribution on a biweekly or monthly basis.

We reserve the right based upon business necessity to replace your position prior to the completion of your leave or, if you fail to return to work within ninety (90) days.

## **PREGNANCY LEAVE**

If you need to request a leave due to pregnancy, it will be treated the same as any other medical leave.

## **PERSONAL (NON-MEDICAL) LEAVE**

Occasionally, there may be situations that occur when you may need to take time off work to attend to a specific situation in your personal life. A leave without pay may be granted with approval from the executive director for full-time employees that have completed six (6) months of service. A leave without pay will not exceed ninety (90) calendar days per calendar year.

Duration of the leave request must be included on the initial request. Extensions may be considered where written request is provided, where possible, at least seven (7) days prior to the expiration of the leave.

Employees will be responsible for paying the full medical insurance coverage premium while on a personal leave. Arrangements should be made with the Executive Director prior to the leave. Any paid time-off benefit may be used while on personal leave.

We reserve the right to replace a position, prior to the completion of the leave, based upon business necessity.

## **CORRECTIVE ACTION**

We have necessary performance and professional behavior expectations in order to provide a positive and productive working environment for everyone. The following list is neither a complete nor exhaustive list, but is only illustrative of some of the conduct or circumstances which are to be avoided and which, at our discretion, might result in corrective action up to and including termination of employment.

1. Any form of dishonesty, material misrepresentation of facts, or falsification such as fraud, theft, embezzlement, falsifying company records, misappropriate or unauthorized removal of funds or property.
2. Violation of the any organization policy or procedure.
3. Malicious or intentional destruction, damage, defacing, or willful neglect of property.
4. Violation of criminal law while working.
5. Unauthorized release of confidential records or business information.
6. Attendance deviations.
7. Failure to follow safety rules and regulations, including reporting all accidents or injuries.
8. Sleeping while on duty.
9. Misconduct related to the use and possession of alcoholic beverages, controlled substances, or opioids.
10. Failure to pass or participate in a drug or alcohol screening test when requested to take one.
11. Use of position for personal benefit.
12. Conducting personal business while on duty.
13. Neglect of duty, due care, and/or due diligence in the performance of duties.
14. Unauthorized use of equipment, keys, or company property (including, company intranet, e-mail, or other computer systems).
15. Insubordination, including refusal to obey or willful failure to carry out the directions of management when such instructions don't require unsafe or illegal acts.
16. Unauthorized possession of a firearm on company property or in a personal vehicle on company property
17. Threatening, intimidating, and/or harassing other persons, fighting and/or instigating a fight, and/or horseplay, which could lead to injuries or harm to other employees.
18. Use of abusive, profane, obscene, or vulgar language.
19. Disruptive activity in the workplace.
20. Serious misconduct, defined as improper conduct that a reasonable person would be expected to understand, that would be contrary to the best interests of the company, and/or which would adversely impact our relationship with other employees or vendors.
21. Unsatisfactory job performance as determined by management.

## **TYPES OF CORRECTIVE ACTION**

As an at-will employer, we may choose to administer progressive corrective action guidelines based on the circumstances surrounding the infraction(s). We reserve the right to use any appropriate corrective action or combination of actions, or termination of employment.

- Counseling/Training
- Verbal Warning (documented)
- Written Warning
- Suspension
- Termination

## **CORRECTIVE ACTION REVIEW**

If you do not agree with a corrective action taken against you, there are avenues in which you can have your action reviewed. Please see the Open-Door Policy and Problem Resolution Process.

## **SEPARATION OF EMPLOYMENT**

Separation of employment can occur for various reasons. Your employment relationship may end as a result of resignation, retirement, job abandonment, layoff, reduction in workforce, or other voluntary or involuntary reasons.

### **TYPES OF SEPARATIONS**

As an at-will employer, we may terminate your employment, or you may terminate your own employment, without cause, and with or without notice, at any time for any reason. As stated in the Paid Time Off policy, earned, unused hours will be paid out to you upon separation unless otherwise noted below.

#### **RESIGNATION**

Resignation is when you voluntarily elect to end your employment. We appreciate as much notice as possible and request at least a minimum of two (2) weeks' written notice of resignation. Utilizing paid time off at the end of employment is not allowed nor is paid time off time included in the two-week notice period.

#### **INVOLUNTARY TERMINATION**

Termination is a separation of employment that the employer initiates.

#### **JOB ABANDONMENT**

If you do not report to work or properly report your absence for three (3) consecutive workdays, you will be considered to have abandoned your job without notice effective the end of the third day.

#### **LAYOFF/REDUCTION IN FORCE**

Layoffs or reductions in force could occur due to changes in duties, lack of work, or organizational changes. At times, it may be necessary to reduce the workforce on a temporary or long-term basis. Lay-offs and reductions in force are at the discretion of MALPH.

### **EXIT INTERVIEW**

Every attempt will be made to conduct an exit interview with you prior to your last day if you voluntarily resign from employment. The Executive Director will conduct the exit interview. The meeting will be in person, but when unable, we may conduct them over the phone. At this meeting there will be time for you to return MALPH property including items such as:

- Office keys
- Company credit card

- Company cellular phone
- Laptop computer
- Any confidential information, lists, contacts
- Any additional company-owned or issued property

## **MEDICAL COVERAGE**

Health benefits end on the last day of the month in which the last day of employment falls.

## **FINAL PAY**

Your final paycheck will be directly deposited on the next regularly scheduled pay date unless otherwise dictated by applicable local or state law. If you have unpaid obligations to us, the final paycheck will reflect the appropriate deductions in conjunction with federal, state, and local law.

## **REHIRE**

After separation, if you choose to re-apply for employment with us, you will be considered in the same manner as all other external candidates, but your work record and departure from us will be reviewed and used as a determining factor in re-employment.

## **EMPLOYMENT REFERENCES**

As described in the Employment Section of this handbook, we will only provide employment references that verify length of employment and position held or salary verification if proper authorization has been given to us in writing.

## **BUSINESS EXPENSES**

Expenses must be submitted within seven (7) days of your separation of employment. Approved business expenses will be reimbursed.

## **UNEMPLOYMENT COMPENSATION**

Michigan's Unemployment Insurance program provides temporary income to workers who have lost their job through no fault of their own. Eligibility for benefits determinations will be made by the Michigan Unemployment Agency.

## **W-2**

Please remember to keep us updated if you have a change in address. After the end

of each calendar year, your Federal W-2 form is mailed you in January at the conclusion of each work year. Please send any address changes to the Executive Director.



## **EMPLOYEE HANDBOOK ACKNOWLEDGMENT & RECEIPT**

I hereby acknowledge receipt of the employee handbook of Michigan Association for Local Public Health. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the organization to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the organization has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the Executive Director or President of the Board may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Executive Director.

\_\_\_\_\_  
Employee's Name in Print

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed by Employee

*TO BE PLACED IN EMPLOYMENT FILE*