

# **Boyne City Housing Commission Personnel Policy**

**Adopted 4/23/2025**

The following is meant to serve as a reference guide and does not constitute an express or an implied contract between BCHC and Employee. BCHC may unilaterally add, delete, or change the policies and benefits described herein with or without prior notice to employees. Employees will be made aware of changes within 24 hours. The nature of BCHC-employee relationship is “at-will.” As such, either BCHC or the employee may terminate this relationship with or without cause and with or without notice to the other. BCHC shall be the ultimate policy making authority in matters pertaining to Personnel.



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## **Administration**

The Board shall name an Executive Director who shall have supervision over the administration of the business affairs of BCHC's personnel on a day-to-day basis. The Director may exercise discretion within the personnel policies but may not contradict or avoid the personnel policies. The Board, at a regular or special meeting, shall resolve ambiguities in the personnel policies.

## **Equal-Opportunity Employer**

BCHC is an Equal-Opportunity Employer that conducts all of its practices related to the recruitment, hiring, promotion, discipline, and other conditions of employment in a manner that does not discriminate in any manner prohibited by applicable law.

## **Affirmative Action**

BCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit-based factors. These protections extend to all management practices and decisions, including recruitment and hiring practices, appraisal systems, promotions, training, and career development programs. BCHC will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit-based factors.

## **Drug and Alcohol-Free Workplace**

It is the policy of BCHC to maintain a drug and alcohol-free workplace. Unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any employee found under the influence of or in possession of any controlled substance, as defined by Federal law, including medical marijuana, during work hours or at work-related functions, may be terminated by BCHC. BCHC has the right to request testing of employees if they suspect an employee is under the influence of a drug or alcohol. In addition, should an accident occur at work, testing may be required.

Any employee convicted of a violation of a criminal drug statute occurring while employed by BCHC shall notify BCHC no later than five (5) calendar days after such conviction. If an employee's job involves driving any vehicle on BCHC business, the employee must notify the supervisor of any alcohol and/or drug-related citation, arrest or conviction involving driving. This requirement includes situations involving the driving of a personal vehicle outside of work. BCHC will review the circumstances and decide whether the employee can continue to drive on behalf of BCHC.

## **Employee Classifications**

BCHC may have full-time, part-time, or temporary employees as needed in BCHC's discretion. A Full-time employee is one who is regularly scheduled to work 40 or more hours per week. A Part-time employee is one who is regularly scheduled to work fewer than 40 hours per week. A temporary employee is one who is not expected to work for a long period of time and does not qualify for the benefits received by a part time employee other than PST which is required by law.

## **Promotions**

BCHC believes in promoting employees from within and will consider qualified employees when filling vacancies. In order to be eligible to apply for an opening, you must meet the minimum hiring specifications for the position, be an employee in good standing in terms of your overall work record and generally have been in your current position for a minimum of six (6) months. You are responsible for monitoring job vacancies which

will be posted for a minimum of five (5) days in BCHC office and for completing an application form. This provision shall not prevent BCHC from hiring from outside the organization.

## **Job Descriptions**

The job descriptions of all employees shall be kept in file by the Director. Each employee shall be given a copy of their job description and shall sign a copy of the job description to indicate that they understand the duties, responsibilities, and requirements of the position. Periodically, BCHC may revise job descriptions. The employee shall sign revised job description(s) to signify acknowledgment and understanding of any change in duties or responsibilities.

## **Employee Evaluations**

BCHC will schedule performance evaluations of employees at least once annually, or more often at BCHC's discretion. Evaluations may include discussions on accountability, organizational and employee targets and skill development needs. Pay increases may be made at BCHC's discretion based upon employee performance and availability of funds.

## **Work Hours**

The normal workday and workweek to be followed will vary depending upon the employee's classification and job duties. The employees' schedule will be set with the Director, and any changes will be adjusted by the Director. This schedule includes a one-half-hour unpaid meal period and two fifteen-minute break periods at times scheduled by the Director. The Director will arrange part-time employee work hours and scheduled breaks.

## **Overtime Work/Compensatory time**

Overtime work shall be minimized as much as possible, but may be required in emergencies, weekend snow removal and in the interest of efficient operations, in which case the employee shall be compensated with compensatory time off at the rate of one and one-half hours for each hour worked more than forty hours in a week. Apart from emergencies affecting the health, safety, or welfare of the residents and/or Housing Commission, all overtime must be approved in writing, in advance, by the Director. Compensatory time shall be earned when employees are called in after hours and on weekends. Compensatory time is earned from leaving home to leaving the job site.

Earned compensatory time should be used prior to September 1 of each year. Employees should do their best not to accrue an excessive amount of compensatory time. Unused compensatory time held after September 1 will be paid in the next paycheck, prior to September 30. Employees may request and use compensatory time off in the same manner as other leave requests.

## **Attendance Reports**

An accurate time and attendance report must be maintained by each employee on a form approved by BCHC. The Director will monitor attendance records. Failure to properly record attendance will result in termination of employment.

## **Pay Schedule**

Pay Days will be every two weeks. If a scheduled payday falls on a BCHC observed holiday the pay day will be adjusted.

## **Outside Employment**

Employees shall not work or have any involvement in any other business that competes with BCHC unless specifically discussed and approved of with the Director. Any employee who violates this section may be terminated. Employees may engage in any other outside noncompeting employment as long as such

employment does not interfere with the employees' ability to perform the work expected by BCHC and it does not interfere with or cause a Fair Housing concern.

## **Workers' Compensation**

BCHC shall provide workers with compensation insurance coverage for all employees as required by law. Employees must report all employment related injuries to BCHC immediately. Failure to promptly report an injury may result in a loss of benefits.

## **Employee Benefit Programs**

BCHC reserves the right, at any time, with or without advance notice to employees, to add, modify, or terminate, in whole or in part, health insurance or any other BCHC-provided benefit to employees. Notice of any such benefit change will be provided to employees as soon as available. Benefits terminate on the last day of the month that the employment terminates.

### Health Insurance

BCHC maintains health, vision, and dental insurance coverage for full-time employees only, after the employee successfully completes 30 days of full-time employment. Coverage will be granted for one dependent, up to the cost of the hard cap each year with the other employees not sharing the cost of this dependent on the health insurance, and 100% coverage of one dependent for dental and vision. The cost per employee for individual coverage will be assessed with the hard cap requirements and split per the requirements of the state policy for Public Entities. The Executive Director will calculate this cost and provide it to the employee each year with information about the coverage as requested.

### Life Insurance

BCHC maintains life insurance coverage for full-time employees only, after the employee successfully completes the probationary period. If an employee were promoted from part-time to full-time, and they have completed the probationary period, this coverage will start immediately after becoming full-time. Dependent coverage is not available. All life insurance is terminated at date of separation, retirement, or termination of employment.

### Retirement Plan

Full-time employees of BCHC participate in the Michigan Employees Retirement System (MERS) as a condition of employment after the employee successfully completes 90 days of employment. If an employee were promoted from part-time to full-time, and they have completed 90 days of employment, this coverage will start immediately after becoming full-time. If applicable, Employee contributions to the MERS Plan shall be withheld from the Employee's pay in amounts in BCHC's Defined Benefit Adoption Agreement. Full plan details are available upon request.

### Long-Term Disability

BCHC provides long-term disability insurance coverage to full-time employees who have completed 90 days of employment. If an employee were promoted from part-time to full-time, and they have completed 90 days of employment, this coverage will start immediately after becoming full-time. In no event will more than 40 hours a week be considered determining monthly earnings for hourly employees. In all cases, BCHC will attempt to retrain the employees to participate in gainful employment. Full plan details are available upon request.

### Short-Term Disability

BCHC provides short-term disability insurance coverage to full-time employees who have completed 90 days of employment. If an employee were promoted from part-time to full-time, and they have completed 90 days of employment, this coverage will start immediately after becoming full-time. There is a 15 working day waiting period before benefits may be collected. Full plan details are available upon request.

## **Recognized Holidays**

BCHC recognizes the following as holidays: New Year’s Eve, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the following Day, Christmas Eve, and Christmas Day. Full-time employees will receive 8 hours of pay for any BCHC recognized holiday. Part-time employees will receive 4 hours of pay for any BCHC recognized holiday. If such holidays fall on a Saturday or Sunday, same will be recognized on the preceding Friday or following Monday at BCHC’s discretion.

## **Anniversary Dates**

Anniversary dates are generally the hire dates of the employee, no matter the status of full or part time. If the employee moves from part to full time, their anniversary date will change to the date of becoming full time to reflect when their time off is refilled.

## **Probationary Period**

The first ninety (90) days of employment are considered a Probationary Period for the purpose of evaluating the compatibility with the position and the organization to determine if the work performance meets BCHC standards. The Director will monitor work performance, attitude, and attendance during this time and be available to answer any questions or concerns. At the end of the Probationary Period, the Director will discuss job performance with the employee. Completion of the Probationary period does not guarantee employment or change an employee’s “at-will” status; either the employee or BCHC may terminate the employment during or after the Probationary Period, for any reason or no reason at all. The Director may extend the probationary period when necessary.

## **Floating Holidays**

Floating Holidays function as personal days that should be used for holidays not observed by BCHC. This should be requested prior to use. All full-time employees will be given 24 hours of floating holiday pay after they have successfully completed the probationary period with BCHC. Part-time employees receive 12 hours of floating holiday per anniversary year. If an employee were promoted from part time to full time, and they have completed the probationary period, the employee will earn full time floating holiday hours immediately after becoming full time. Floating Holidays may be used in 15-minute increments. Floating holidays are front-loaded at the beginning of each anniversary year. Floating holiday days shall not rollover from year to year, nor is an employee entitled to compensation for any unused floating holiday time upon termination or resignation.

## **Paid Vacation Time (PVT)**

All full-time employees will be allowed PVT with pay after they have successfully completed the probationary period with BCHC. If an employee were promoted from part-time to full-time, and they have completed the probationary period, this coverage will start immediately after becoming full-time. PVT may be used in 1-hour increments. PVT will not be scheduled and used unless first approved by BCHC. Part-time employees are not eligible for PVT. PVT is front-loaded at the anniversary date of the employee.

PVT will be earned as follows:

Years of Service as of Anniversary Date	Annual PVT Allowance
1 - 5 Years.....	80 hours
6 - 14 Years.....	Increases by 8 hours each year
15 Years and up.....	160 hours

## **Rollover of PVT**

A maximum of 60 PVT hours may be carried over to the next year, however an employee shall have no more than 160 PVT hours total on their anniversary date (new or rollover). The Director may give an extension on the maximum hours if necessary due to workload on a case-by-case basis. Employees shall be paid for up to 80 hours of their earned PVT upon their resignation at their current rate of pay; provided, however, if an employee resigns, they must first provide BCHC with at least two weeks’ advanced written notice of said resignation, and

that they work the full notice if asked to work. Employees will not be paid out any unused PVT if terminated for cause from BCHC.

## **Paid Sick Time (PST)**

### Earning

All full-time employees will be front-loaded with 120 hours of PST each year after they have successfully completed the probationary period with BCHC. All part-time employees will be front-loaded with 48 hours each year of PST after they have successfully completed the probationary period with BCHC. PST is frontloaded at the beginning of the calendar year not at anniversary year.

### Rollover

All unused earned PST shall roll-over from year to year, but the following maximums are allowed to be used each year:

- Full-time: maximum of 180 hours of PST
- Part-time: maximum of 72 hours of PST

The Director may approve the use of more rollover hours each year, if necessary, on a case-by-case basis. The employee is not entitled to financial or other reimbursement of earned PST that was not used upon the employee's termination, resignation, retirement, or other separation from employment. Employees shall promptly advise BCHC of said illness as soon as possible.

### Allowed Uses of PST

PST may be used in 1-minute increments.

The use of PST will be permitted for the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned PST.

Questions about who constitutes a family member should be brought to the Director and Michigan Law should be reviewed.

### Documentation

For PST of more than 3 consecutive days, it may be required that reasonable documentation that the time was used for the purposes above be provided in a timely manner. In questions of reasonable documentation, Michigan Law will be referenced based on the circumstances.

## **Longevity Incentive**

Full-time and part-time employees shall be paid a longevity incentive based on time worked for BCHC. The employee must be in good standing for the six months prior to their anniversary date. Good standings means that they do not have any coaching or disciplinary action in their file for the six months prior to their anniversary dates. Payments will be made in a separate check following the pay period of the employee's anniversary.

Years of Service at Anniversary	Payment (only made on milestone years)
Five (5)	\$500
Eight (8)	\$750
Ten (10)	\$1,000
Fifteen (15)	\$1,250
Twenty (20)	\$1,500
Twenty-Five (25)	\$2,000

## **Performance Incentive**

Each year in the budget process the Executive Director will propose a total amount to the board to put into the budget for a "pool" to work from for Performance Incentives for the following year to give to employees based on set expectations and performance goals. This would allow the Director to make the decisions without board approval within the budget amounts. The budget will also include an amount if requested by the board for possible Executive Director Performance Incentives throughout the year.

## **Bereavement Leave**

All Full-time and Part-time employees will be allowed three days of bereavement leave with pay for a death in the immediate family. Immediate family is to be defined as follows: spouse/partner, child, parent, brother, sister, grandparent, grandchild, or spouse/partner's parents, or "step" relation, or a member of the employee's household. One day bereavement leave shall be allowed for spouse's/partner's brother, sister, grandparents, aunt, or uncle. This leave shall be used at the time of the loss and compensation shall not be paid for any unused bereavement leave. In addition, the Executive Director can extend "immediate family" based on the circumstances on a case-by-case basis.

## **Jury and Witness Duty**

Any employee called to serve as a juror or as a witness in a court or tribunal of competent jurisdiction, pursuant to a binding summons or subpoena, shall be excused from work and paid for their regularly scheduled work hours missed. Should the employee receive compensation from the court for participation, said compensation will remain the employees.

## **Military Duty**

In the event an employee is called upon to serve in the United States military, BCHC shall comply with all its obligations as prescribed by law.

## **Inclement Weather**

From time to time, the offices of BCHC might be closed due to inclement weather. When this occurs, employees will be paid for the hours that they were scheduled to work. This decision will be made by the Executive Director. If the area is in a state of emergency, the Executive Director will determine the procedures for staff and the property. However, when BCHC's offices are open, employees are expected to work their scheduled hours. In the event an employee cannot make it into work timely or at all on a given day due to inclement weather when the offices remain open, the employee must contact the Director and advise of same. An employee who misses work under these circumstances will either plan to make up the time missed if first approved by BCHC, use PVT or compensatory time, or will not be paid for any such time not worked.

## **Dress Code**

All employees are expected to maintain high standards of personal appearance, neatness, cleanliness, and hygiene. Office employees are further expected to wear appropriate business-casual attire during work hours, including employment-related, off-premises meetings and events.

## **Driver's License**

Employees who are authorized to drive a BCHC owned vehicle are required to possess a valid Michigan driver's license and must notify BCHC immediately should their driver's license be revoked, suspended, or in any way become invalid. A copy of renewal driver's license must be given to the Director to be placed in Employee's personnel file.

## **Smoking**

Smoking by employees is only permitted in designated areas and is not permitted in any facility or vehicle owned, operated, or under the control of BCHC.

## **Inspection**

BCHC wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, BCHC prohibits the control, possession, transfer, sale, or use of such materials on its premises. BCHC requires the cooperation of all employees in administering this policy. Desks and other storage devices that may be provided for the convenience of employees remain the sole property of the Housing Commission. Accordingly, they can be inspected by the Housing Commission or its designee at any time, either with or without prior notice.

## **Use of Electronic Media and BCHC Equipment**

Unless otherwise specifically authorized by the Director, no employee shall use any BCHC software, hardware, electronic media, or network of any of BCHC's tangible or intangible equipment for any use other than work-related uses. Employees shall not use BCHC computers, printers, copy machines, fax machines, telephones, for personal use unless approved by the Director. Personal electronic devices using BCHC internet connection must not access inappropriate websites or make inappropriate public comments which may damage the integrity of BCHC. Personal electronic use during work hours must be kept to a minimum.

## **Confidentiality**

During an Employee's employment with BCHC, an employee may be exposed to confidential information concerning BCHC and its business operations, including, but not limited to grants, employees, residents, applicants, or other program participants information. Therefore, during or after employment with BCHC, employees are prohibited from, directly or indirectly, disclosing, furnishing, or making accessible to any person, firm, corporation, or other entity, any confidential information obtained while employed by BCHC without express approval of BCHC. Employees are also responsible for the internal security of such information and shall take prudent steps to protect information on their desks or elsewhere in the office. Employees who have access to or use BCHC's computer system are responsible for safeguarding and properly using the information entered into, stored, and produced by the system. Employees are also responsible for taking the necessary precautions to prevent anyone else from gaining access to a computer system by means of their unique password or other system access identification means and for notifying their supervisor of any unauthorized use of a password.

## **Harassment**

Under no circumstances will BCHC condone or tolerate harassment or discrimination based on race, color, creed, religion, national origin, sex, disability or handicap, age, height, weight, veteran status, marital status, or sexual orientation. Harassment is any unwelcome or unsolicited verbal or physical conduct that unreasonably interferes with an employee's job performance or creates a hostile, offensive, or abusive working environment. Examples of harassment include, but are not limited to, disparaging remarks, unwelcome or unsolicited

touching, threats of physical harm, and the use of degrading words, nicknames, pictures, stories, or jokes.

Sexual harassment is one form of harassment. Sexual harassment includes the following:

- Sexual relations, sexual contact, or the threat of sexual relations or sexual contact, which is not freely and mutually agreeable to both parties.
- Continual or repeated verbal abuse of sexual nature, including but not limited to sexually suggestive objects or pictures, sexually degrading words used to describe the employee, or propositions of a sexual nature; or
- The threat or insinuation that lack of sexual submission will adversely affect the employee's wages, advancement, assigned duties, or other conditions that affect employment.

An employee who believes that they are the victim of any form of harassment should immediately report any violation of this policy to BCHC. It is BCHC's policy to conduct a prompt investigation of any harassment claims and to take immediate remedial action, such as the assessment of discipline, up to and including discharge, of any employee, supervisor, or other representative of BCHC, who, after an investigation, is found to have engaged in this type of offensive practice or conduct. All complaints will be thoroughly investigated, and all employees, supervisors, and other representatives of BCHC are expected to cooperate fully with any investigation. Should an employee feel that the Director is harassing them, all complaints should be made to The Board President.

### **Gifts from Residents or Prospects**

Employees cannot accept gifts from residents or prospects without prior Director approval.

### **Conduct**

It is the policy of BCHC that certain rules and regulations regarding employee behavior are necessary for efficient business operations and for the benefit and safety of employees. Conduct that interferes with BCHC operations, discredits BCHC, or is offensive to residents, vendors or co-workers will not be tolerated. Violation of policies and rules may warrant disciplinary action. Forms of discipline that BCHC may elect to use include verbal warnings, written warnings, or suspension. The system is not formal, and BCHC may, at its sole and absolute discretion, deviate from any order of progressive disciplinary actions and utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate separation of employment.

BCHC's policy for discipline in no way limits or alters the at-will employment relationship. Commonly accepted standards of conduct help maintain good relationships at work and promote both responsibility and self-development. Examples of appropriate conduct, inappropriate conduct and unsatisfactory performance are noted below. It is impossible to provide an exhaustive list of types of conduct; however, the list below provides a number of examples.

Inappropriate conduct that may result in verbal or written coaching, written disciplinary action, suspension, or separation, at our sole discretion, includes:

- Sleeping while on duty.
- Gossip
- Leaving work without appropriate authorization.
- Unauthorized use of BCHC equipment, keys, or property, including driving a BCHC vehicle without proper authorization.
- Insubordination, including refusal to obey or willful failure to carry out directions.
- Abusive, profane, obscene, or vulgar language directed at BCHC, an employee of BCHC, a board member, a client, a vendor, or a resident.
- Failure to report to the Director a violation of these rules by another employee when the violation is observed or witnessed.
- Tardiness or unauthorized absence from work.

- Failure to call in an absence after the first 30 minutes of the work shift.
- Failure to adhere to all safety precautions at work.
- Reporting to work when visibly impaired by alcohol or other illegal drugs.
- Neglect of duty.
- Continuous isolated mistakes/carelessness
- Smoking violations.
- Inappropriate hygiene or attire.
- Inappropriate fraternization with co-workers.
- Failure to ensure confidentiality.

Behavior that will result in immediate separation includes:

- Serious or repeat violation of our policy prohibiting unlawful discrimination or harassment.
- Conviction of a felony or crime, even if the crime was committed off-duty.
- Unauthorized release of confidential records or business information.
- Falsification of any BCHC record, employment application or time sheet.
- Material representation of any fact (that is, lying) to the Director or Board regarding work related matters or the performance of the employee's duties.
- Intimidating or threatening a co-worker, guest, resident, or vendor.
- Theft of goods or services.
- Malicious or intentional destruction, damage, defacing or willful neglect of our property.
- Violation of criminal law while at work, on our property, or while using our property or vehicles, whether or not a conviction occurs.
- Refusal to participate and cooperate in a drug or alcohol-screening test upon request.
- Failure to work on the employee's scheduled shift for two consecutive workdays without calling in.
- Unauthorized possession of a firearm, or other weapon, on our property or in a BCHC vehicle.
- Fighting or assaulting a co-worker, guest, resident, or vendor.
- Abuse of State or Federal Privacy Policy, which is knowingly and intentional misuse of another person's confidential information.
- Taking retaliatory action against a person for making a complaint of illegal discrimination, harassment, or whistle blowing, or for utilizing the open-door policy.

This list is not intended to be an all-inclusive list of actions that might be considered serious misconduct. Other types of misconduct that are inappropriate in the workplace could also be cause for us to determine that separation from your employment is the best course of action.

## **Termination of Employment**

BCHC may terminate an employee at any time for any reason with or without cause and with or without notice. Likewise, an employee may resign from their employment at any time for any reason. However, in the event an employee wishes to resign, BCHC requests that at least two weeks' written notice of same be provided to facilitate the recruitment and orientation of a new employee.

## **Coaching for Improvement**

BCHC considers the process of coaching as a positive method to improve standards. Coaching is designed to pass on performance enhancement. Coaching is the preferred method when a standard is not met either through limited experience with the task, unclear expectations of the standards or through any misassumptions about the way to complete the task. Coaching is not intended to be punitive in nature.

The first step in coaching is to observe misaligned behavior and try to correct it verbally. Explaining why the standard is important is a necessary component of the verbal coaching process. If addressing the issue verbally does not rectify the situation, coaching may require written documentation of the observed behavior. The

Director applies progressively more stringent corrective action if an employee is involved in repeated instances of unsatisfactory performance, up to and including disciplinary action and/or separation of employment.

## **Disciplinary Action**

Disciplinary action may become necessary when an employee knows the correct behavior or standard and willfully chooses to do something else that negatively impacts BCHC, the property or the team. Disciplinary action is also appropriate when an employee's behavior is in violation of BCHC values, whether intentional or otherwise. It is also appropriate after repeated (more than one) attempts to coach the individual to change their behavior. The Director will talk to the employee about any perceived inappropriate performance behavior immediately and document the conversation by a formal memo to the employee's official personnel file. However, if performance or behavior does not improve, a Disciplinary Action Form may be given to make clear to the employee that there is a problem, and to provide an opportunity to positively change behavior. A written Disciplinary Action is used for behavior or violations that the Director considers serious, or where a verbal warning has not helped change unacceptable behavior. An employee should recognize the grave nature of the written Disciplinary Action. Disciplinary action will be kept confidential.

## **Grievance Procedure**

An employee may file a written grievance first to the Director allowing the Director time to respond. If an employee is not satisfied with the response from the Director a written grievance may be presented to the President of The Board. However, BCHC may elect to disregard any steps in this procedure due to the at-will nature of employment.

## **Open Door Policy**

It is BCHC's desire to provide good working conditions and maintain harmonious working relationships between employees, as well as between employees and the Director and Board. In order to address any work-related conflicts or problems, the Director needs to be aware that they exist. Therefore, we maintain an "open door" problem solving policy. Employees are encouraged to discuss concerns or suggestions with the Director. If an employee believes that the Director has not or cannot adequately address the situation, or is the cause of your concern, the employee is encouraged to discuss the problem with the Director again and then if needed speak with The Board. Please do not discuss your concerns with other co-workers. They cannot affect the outcome of the situation. Complaining about other people is just gossip, which we do not tolerate. Likewise, when matters of interpretation or application of these policies or of other rules or regulations arise, employees are also encouraged to discuss their concerns with the Director who will then explore a satisfactory resolution to the problem or concern. While not all problems or concerns may be resolved to your complete satisfaction, BCHC is committed to resolving disputes whenever practical.

## **Personnel Files**

The Director will maintain private personnel files for each employee. These files will contain all pertinent information regarding the employees such as:

- Employment application and references
- Performance evaluations
- Supervisor's comments
- Dates employed.
- Health insurance information
- Authorizations for payroll deductions
- W-4 Form/I-9 Form
- Termination data

## **Timekeeping/Attendance Records**

All employees must submit a bi-weekly time sheet to the Director for approval. All timesheets shall be turned into the Director by the date requested each pay period. The Director will review the time sheets for accuracy

and signatures, and sign timesheet. Any discrepancies will be discussed immediately with the employee for evaluation and correction (if necessary). The Program Manager or Director enters the payroll information into the online payroll program based on the approved timesheets and approved wages and/or performance incentives submitted in writing from the Director and/or The Board. After the payroll is checked for accuracy and any corrections are made, the payroll is approved. The payroll period is bi-weekly. Payroll, state and federal payroll taxes, Medicare, MERS, and unemployment are calculated by the payroll program and, except for MERS, paid through the payroll program. The approved payroll report is forwarded to the Fee Accountant for recording in financial records and storage in the annual financial files. The Director will update the computer payroll system on employee additions or when there are changes in the employees' withholding allowances.

### **Payroll Advances/Employee Loans**

Employee loans/payroll advances are strictly prohibited under all circumstances.

### **Training and Development**

BCHC may require that the Employees participate in training established by BCHC. Training will be required and failure to participate may result in disciplinary action.

# Acknowledgment of Receipt of Boyne City Housing Commission Personnel Policy

My signature below indicates that I have received a copy of the Personnel Policy

I understand that this manual contains information regarding the Company's rules, regulations and benefits which affect me as an employee. I acknowledge that I have read and understood Company policies. I also understand that the Company may revise, supplement, or rescind policies, procedures or benefits described in the manual, with or without notice.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Agreement to Accept Compensatory Time Off In lieu of Overtime Pay**

In accordance with the provisions of the Fair Labor Standards Act (FLSA) and Boyne City Housing Commission Personnel Policy non-exempt employees are allowed, with the approval of the Executive Director, to accrue compensatory time off instead of receiving payment of overtime hours worked.

As a non-exempt employee, by signing this agreement, I agree to the following terms:

I freely and voluntarily agree to accept compensatory time off in lieu of overtime pay for overtime hours worked under the FLSA. I understand that I will accrue compensatory time at the rate of one and one-half hours for each overtime hour worked during a workweek. Earned compensatory time should be used prior to September 1 of each year. Unused compensatory time held after September 1 will be paid in the next paycheck, prior to September 30. I understand that it is the responsibility of both myself and BCHC to monitor and maintain records of my earned and used compensatory time.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## **Revocation of Agreement**

### **Employee Revocation**

I hereby revoke my agreement to accept compensatory time off in lieu of overtime pay for overtime hours worked under the FLSA. I understand that I will no longer accrue compensatory time in lieu of overtime; rather, I will receive overtime pay for all hours worked over 40 in a work week.

I understand that this will apply to the pay period after this is received by the Executive Director.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### **Executive Director Agreement**

Date Revocation Received: \_\_\_\_\_ Signature: \_\_\_\_\_