

MECOSTA COUNTY
PERSONNEL MANUAL
FOR NON-UNION EMPLOYEES

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ARTICLE 1 - SCOPE, PURPOSE AND INTENT

This personnel manual is applicable to non-union personnel employed by Mecosta County (hereinafter sometimes referred to as “County” or “Employer”). It is not applicable to any employee or group of employees, which is now or shall hereafter be included in a union bargaining unit or covered under a collective bargaining agreement. Further, this personnel manual is not applicable to any elected County positions.

It is the purpose and intent of this manual to act as an information outline of benefits that Mecosta County intends to extend to some of its employees. This manual should not be construed as creating a contract between the Employer and any of the applicable employees. The interpretation and operation of the benefits noted herein are within the sole discretion of the Mecosta County Board of Commissioners (hereinafter sometimes referred to as “County Board”). Benefits outlined in this document may be added to, expanded, reduced, deleted or otherwise modified by the Mecosta County Board of Commissioners and any such modifications in the manual shall be solely within the discretion of the County Board. The Employer reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged by the terms of this manual.

No person or representative of the Employer, other than the County Board of Commissioners, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrarily to the provisions contained herein. The employees covered under this manual are employees at will. Their employment and compensation can be terminated with or without cause. An employee cannot rely upon custom or prior practice. The fact that these policies may have been applied differently in the past does not effect their current or future enforcement.

ARTICLE 2 - MEDICAL EXAMS

1. All proposed new County employees shall have a medical examination prior to the commencement of employment. The medical exam will be performed by a local physician with the cost being borne by the Department requesting the new employee.
2. Any employee may be required to undergo a medical examination at periodic intervals to safeguard the health and safety of the individual or for the protection of other employees.

ARTICLE 3 - WORKING HOURS

1. Courthouse Hours

The Offices of the Mecosta County Courthouse shall be open for business with the general public from 8:30 a.m. to 5:00 p.m., Monday through Friday, except on holidays listed in the Holiday section. The workweek shall normally consist of five (5) working days and/or thirty-seven and one-half (37 ½) hours per week. However, nothing contained herein shall constitute a guarantee of thirty-seven and one-half (37 ½) hours a week.

2. Lunch Hours and Breaks

Each employee shall normally be allowed a one (1) hour lunch break near the middle of their schedule. Offices with sufficient staff, as determined by the Board of Commissioners, shall remain open through the noon hour. Employees are eligible for one (1) fifteen (15) minute break in the morning and another fifteen (15) minute break in the afternoon. Breaks are not to be used at the beginning or end of the workday and they do not accumulate if not taken.

3. Overtime

For non-exempt (hourly) full time or regular part time (hourly) employees, any hours worked in excess of forty (40) hours per week, any hours worked in excess of eight (8) hours in one day, and any hours worked on Sunday shall be overtime. Casual part time and Seasonal/Temporary employees shall only be eligible for overtime pay for any hours worked in excess of forty (40) hours in a calendar week. For an employee to be eligible for overtime, prior approval by their supervisor is required.

4. Compensatory Time

Non-exempt (hourly) employees who are required to work overtime may receive "Comp. Time" in lieu of overtime pay. "Comp. Time" will be allowed with prior mutual agreement of the Department Head and employee, at the rate of time and one-half (1 ½) per hour worked of overtime. "Comp. Time" off shall be taken at a time mutually agreeable to the Department Head and the employee. Such time cannot accumulate in excess of two hundred and forty (240) hours.

5. Flex Time

Exempt (Salaried) employees who are required to work outside of normal working hours, to oversee and complete items of County business, may receive Flex Time at the rate of one hour for every hour worked in excess of the normal work period. Accumulation and use of Flex Time in units of less than 30 minutes is prohibited. All Flex Time earned, or used, must be approved by the employee's supervisor, or the County Administrator in the case of a Department Head. Flex Time may be accumulated to a maximum of forty (40) hours. All accumulated Flex Time is forfeited upon any separation from employment.

ARTICLE 4 - CLASSIFICATION OF EMPLOYEES

1. Full Time Employees

An employee regularly scheduled to work thirty (30) hours per week shall be considered a regular, full time employee. Such employees will be entitled to the fringe benefits listed in this personnel policy. Full time employees working less than thirty-seven and one-half (37 ½) hours per week shall earn annual leave, sick leave, and longevity payments on a pro rated basis.

Fair Labor Standards Act Status:

- A. Exempt/Salaried: Full time employees who are exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act shall be compensated on a salary basis.
- B. Non-Exempt/Hourly: Full time employees who are covered under the minimum wage and overtime requirements of the Fair Labor Standards Act shall be compensated on an hourly basis.
- C. The Fair Labor Standards Act status of each position shall be indicated in the job description.

2. Regular Part Time Employees

Regular part time employees are those who are regularly scheduled to work less than thirty (30) hours per week. Such employees shall be entitled to earn annual leave, sick leave, and longevity payments on a pro rated basis. Regular part time employees are not entitled to health insurance, dental insurance, vision insurance or life insurance benefits. Non-temporary, regular part time employees who are employed in a position regularly requiring at least ten (10) seven and one-half (7 ½) hour days of work in a calendar month shall be members of the retirement system. Should a holiday fall on a day that a regular part time employee is scheduled to work the regular part time employee shall receive payment for that holiday for the hours he/she was scheduled to work.

3. Casual Part Time Employees

An employee working less than thirty (30) hours per week on a non-scheduled or intermittent basis will be deemed a casual part time employee. Such employees will be entitled to wages only and no additional benefits will be provided.

4. Seasonal and Temporary Employees

Seasonal and Temporary employees are employees whose position does not require six or more months of work. Upon completion of the required work employment of the seasonal or temporary employee will be terminated. Such employees will be entitled to wages only and no additional benefits will be provided.

5. Date of Hire

The effective date on which an individual officially hired as an employee of Mecosta County shall be designated as that individual's "Date of Hire". This date is used to determine annual leave, sick time and retirement benefits. An employee's "Date of Hire" will remain in effect throughout the employee's continuous consecutive years of Employer paid employment with the County. The following shall alter an employee's Date of Hire:

- A. Layoffs which exceed one (1) year, which shall change one's hire date to the date of return to employment, if applicable.
- B. Authorized leaves of absence exceeding one hundred eighty (180) days, which shall change one's hire date to the date of return.
- C. Termination of employment for any reason.
- D. Retirement.

ARTICLE 5 - HOLIDAYS

The following holidays will be observed and the Mecosta County Courthouse offices will be closed:

New Years Day
Martin Luther King, Jr. Day
President's Day (third Monday in Feb.)
Good Friday (between 12:00 and 5:00 p.m.)
Juneteenth (June 19th)
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

If a holiday falls on Sunday, Monday will be considered the holiday; if a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

Eligible employees shall only receive holiday pay if they work the day before and the day after a holiday, unless excused by their Department Head.

ARTICLE 6 - ANNUAL LEAVE

Eligible full-time employees shall accrue annual leave time in the following manner. Full-time employees working less than less than 37.5 hours or 40 hours per week and regular part-time employees shall earn annual leave on a pro-rated basis computed based on hours paid in a pay period.

75-Hour Pay Period	0-6 months	6 mo. - 5 yrs.	5 yrs. - 10 yrs.	10 yrs. +
Annual Accrual	45.24	90.22	114.14	135.20
Bi-weekly Accrual	1.74	3.47	4.39	5.20
80-Hour Pay Period	0-6 months	6 mo. - 5 yrs.	5 yrs. - 10 yrs.	10 yrs. +
Annual Accrual	48.10	96.20	120.12	144.04
Bi-weekly Accrual	1.85	3.70	4.62	5.54

1. Annual leave may not be used until after an employee has completed six (6) months of employment.
2. Annual leave time shall not be credited to an individual until after it has been earned.
3. Annual leave time cannot be used until it is earned. An employee may state their preference as to time for taking annual leave, and the Employer will attempt to accommodate that request. The final decision in these matters will rest with the Department Head or the Controller in the case of a Department Head.
4. Annual Leave may only accumulate to a thirty (30) day limit. Any time in excess of thirty (30) days shall be lost, and no payment shall be made for any such days lost.

ARTICLE 7 - SICK LEAVE

1. Eligible full-time employees regularly scheduled to work 37.5 hours per week will be credited with 3.47 hours of sick leave per bi-weekly pay period. Eligible full-time employees regularly scheduled to work 40 hours per week will be credited with 3.70 hours of sick leave per bi-weekly pay period. There is no limit to the amount of sick leave that may be accumulated. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this manual. Full-time employees who are paid for less than 37.5 hours per week or 40 hours per week, and regular part-time employees shall earn sick leave on a pro-rated basis. Casual and seasonal part-time employees will earn sick time as required by the Michigan Earned Sick Time Act, computed based on physical hours worked.

2. New employees shall be permitted to use sick leave once it is accrued. Advance use of future credits is not permitted.
3. Accumulated sick leave may be used for any of the following:
 - A. 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 or the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for the employee or the employee's family member.
 - B. 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.
 - C. 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
 - D. 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, regardless of whether the employee or family member has actually contracted the communicable disease.
 - E. Absence to act as pallbearer.
4. Employees may use accumulated annual leave in place of sick leave if they wish. However, in no case will sick leave be used for annual leave.
5. Employees should provide notice of the need to use sick time. An employee who uses sick leave for three or more consecutive days may be required to provide reasonable documentation that the sick leave was used for a purpose described above. Falsification of such documentation is deemed cause for disciplinary action.
6. If an employee uses four (4) sick days or less during the twelve (12) month period preceding December 1st of each year, the County will pay fifty percent (50%) of the sick leave earned, but not used by the employee for that year. All remaining sick leave not paid out or used will be accumulated. The employee has the option as to whether they want to be paid out sick leave as outlined above or whether they want to accumulate sick leave. The option must be exercised on or before December 1 of each year in writing to the Finance Office (Payroll).

Example: An employee does not use any sick leave that he/she earned in the twelve (12) month period. That employee will be paid off up to six (6) days of sick leave if he/she exercises that option.

7. For the purpose of sick leave accrual rates, as listed above, a day shall be defined as seven and one-half (7 ½) hours for employees regularly scheduled to work seven and one-half hours per day, or eight (8) hours for employees regularly scheduled to work eight (8) or more hours in a day.
8. This Article is intended to comply with the Michigan Earned Sick Time Act, Act 338 of 2018, which shall further augment this policy.

ARTICLE 8 - FUNERAL LEAVE

Should the death of an employee's spouse, child, or step child occur the employee shall be allowed five (5) days funeral leave with pay. Following the 5 days of funeral leave the employee shall be allowed up to five (5) additional paid days off utilizing sick leave or vacation. For a death among the following family members (i.e., grandparent, grandchild, parent, sibling, father-in-law, mother-in-law, sister or brother-in-law, foster child currently placed with the employee by the court) of an employee, three (3) days' funeral leave with pay will be allowed. Should a the death of a parent, father in law, or mother in law of an employee occur, the employee shall be allowed two (2) additional days with pay using sick leave days or vacation leave days. The choice to use sick or vacation leave for the additional days listed above will be at the employee's discretion.

An Employee shall be granted an absence as bereavement leave of up to three consecutive calendar days with pay for any regularly scheduled duty days, immediately following the miscarriage/stillbirth of a child that is in Utero greater than twenty (20) weeks and that the mother of the child is a spouse, live in partner or a partner with proven relationship. Employee shall provide, to their department head, a Physician certification of the miscarriage/stillbirth within 30 days of the leave. Failure to provide the documentation will result in the employee's vacation bank being charged for the leave days. This article shall not apply to any elective abortion.

ARTICLE 9 - UNPAID LEAVE OF ABSENCE AND MILITARY TRAINING LEAVES

1. Family and Medical Leave

A. General

1. All regular employees who have completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request a Family and Medical Leave Act ("FMLA") leave of absence for a period not to exceed twelve (12) weeks (84 days) in any one calendar year. All foreseeable requests must be addressed to the Controller in writing not less than thirty (30) days before the date the leave is to begin and must include the reason for the request, give the expected duration of the leave and be approved by the Controller. Unforeseeable leave requests must be provided to the Controller as soon as

practicable. The FMLA leave of absence shall commence when the employee takes his/her first day off associated with the Family Medical Leave Act, or when the employee takes time off allowed under the FMLA, whichever is sooner. A FMLA leave of absence may be granted in the following cases:

- a. A serious health condition that makes the employee unable to perform the essential function of his/her position;
 - b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition as defined by the FMLA;
 - c. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or
 - d. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. The Employer shall require the employee to exhaust all accrued paid leave (sick, vacation, compensatory, and personal time) prior to an unpaid leave of absence for condition (a) above; and shall require the employee to exhaust all accrued paid vacation, compensatory time and personal time prior to an unpaid leave of absence for any of the other above listed conditions.
 3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
 4. When leave is due to the birth of a child or placement of a child with the employee, the employee may not take such leave intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
 5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
 6. It is the intent of the Employer that this Article fully comply with the requirements of the Family and Medical Leave Act of 1993.
- B. Continuation of Benefits. All unpaid FMLA leave shall be without benefits, except the Employer shall continue to pay health insurance premiums for eligible employees, for up to twelve (12) weeks while the employee is on approved FMLA leave of absence. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, approved personal leave and family leave under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid FMLA leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. An employee may continue insurance coverage at their own expense

during an unpaid family leave of absence after the periods noted above to the extent required under federal law. An employee will not accumulate sick leave or vacation time nor be paid for holidays which may fall during the FMLA unpaid leave period.

- C. Reinstatement After Leave. Upon returning from leave, an employee is entitled to be restored to the same position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. When a family leave of absence is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications.
- D. Notice. For leave taken due to the birth of a child or the placement of the child with the employee and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider, and
 2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
- E. Certification for Medical Leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
1. The date on which the serious health condition commenced;
 2. The probable duration of the condition;
 3. The appropriate medical facts within the knowledge of the health care provider regarding the condition,
 4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
 5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;

6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
 7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
 8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule shall be submitted.
- F. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- G. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both the Employer and employee.
- H. Subsequent Re-certification. The Employer may require that the eligible employee obtain subsequent re-certifications on a reasonable basis (not more than every 30 days), except under the following circumstances:
1. The employee requests an extension of leave.
 2. A significant change in circumstances.
 3. Receipt by the Employer of information casting doubt on the original certification.
 4. The Employer may recoup premiums if the employee decides not to return to work after his/her leave has expired.

2. Military Training Leaves

Upon presentation of official orders requiring training, a regular full time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in

annual training. Upon presentation by a regular full time employee of compensation records identifying the date of and payment made for the training program, the County shall pay the difference between the compensation received for the training and the compensation that would have been received had the regular full time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee).

ARTICLE 10 - MEDICAL AND RETIREMENT BENEFITS

1. Medical Insurance

The County provides Medical and Hospitalization, and Prescription Drug Insurance for eligible employees. All changes in your personal status (births, marriages, etc.) which may affect your coverage must be reported to the Controller's Office within fifteen (15) days of the event. It is the responsibility of the employee to notify the Employer of all changes. The eligibility criteria and limitations for health insurance coverage for employees and their dependents may be obtained from the Controller's Office.

The insurance coverage will be the basic plan, or plans, offered to all full-time County employees.

The employee premium cost share shall be 10% for each classification (single/two party/family) so long as the resulting Employer premium cost share for each classification does not exceed the PA 152 caps. If the premium increases to more than 110% of the cap for any classification the employee premium cost share shall be the amount over the cap. Payment of the employee's share shall be made through payroll deduction.

If the County offers another healthcare plan, to any organized unit, eligible employees shall be allowed to voluntarily enroll in that plan and shall pay 100% of the premium cost over the employer share of the highest basic plan offered by the County. This does not apply to any Public Act 312 award of another plan.

Effective January 1, 2023, eligible employees who are personally covered under another health insurance program, i.e., through spouse's or parents' employer, and therefore not electing health insurance coverage may receive \$7,000 annually if waiving health insurance, and \$7,500 annually if waiving health, dental and vision insurance. An employee electing this option bears the risk of being denied coverage later for pre-existing conditions and shall only be eligible to enroll as determined by the insurance carrier according to the Health Insurance Portability and Protection Act (HIPPA).

2. Dental and Vision Coverage

The County agrees to provide dental coverage and vision care coverage for all full-time employees and their dependents, unless waived under section 1 above.

3. Life Insurance

Term life insurance is provided to eligible full-time employees in the amount of Twenty Thousand and No/100ths (\$20,000.00) Dollars with a double indemnity rider.

4. Worker's Compensation

All employees are covered by Worker's Compensation Insurance. Medical and life insurance premiums will be paid by the County for up to six (6) months while the employee is on Worker's Compensation. Thereafter, the employee may continue his/her medical insurance and/or life insurance at their own expense to the extent required under federal law.

5. Retirement Plan

Eligible full time and regular part time employees hired prior to September 1, 2000 will be enrolled in the Municipal Employees Retirement System (MERS) Plan B-4. 1.34% of the total cost of the B-4 program will be paid by employees through payroll deduction.

Employees hired on or after September 1, 2000 shall be covered by the Michigan Municipal Retirement System (MERS) Defined Contribution Plan (D/C). When an employee is hired the employee will have two options to choose from. **The employee's option choice is final and irrevocable.**

- Option 1: The employer contributes six percent (6%) of the employee's salary to the retirement plan and the employee contributes zero percent (0%).
- Option 2: The employer contributes nine percent (9%) of the employee's salary to the retirement plan and the employee contributes three percent (3%) of salary to the plan.

Vesting of the D/C plan will be in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Percent vested</u>
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%

6. Insurance After Retirement

An employee, and their spouse at the time of retirement, who retires from employment at age sixty (60) or older with a minimum of eight (8) years of consecutive full time service immediately preceding their date of retirement, or at age fifty five (55) or older with a minimum of twenty five (25) years of consecutive full time service, immediately preceding their date of retirement, shall be allowed to continue as a member of the County's medical, dental, and vision insurance plans at their own expense. Coverage and premiums for retirees, prior to eligibility for Medicare, will be the same as that of active employees. An employee's surviving spouse, if covered under the County's Retiree Health Insurance, may at their own expense continue group health, dental, and vision insurance by paying the premiums. The above is contingent upon the insurance carriers permitting retired employees being allowed to pay for same. A retiree or surviving spouse who cancels/drops any of the coverages (health/dental/vision) will not be allowed to reenroll for that coverage.

Full time Sheriffs Office Administrative Staff (Sheriff/Undersheriff/Jail Administrator/Jail Lieutenant), who retire from County service at age fifty (50) or older with twenty five (25) years of credited service may at their own expense, continue group health insurance and dental insurance for themselves and their spouse at the time of retirement, by paying the premiums. Coverage and premiums for retirees, prior to eligibility for Medicare, will be the same as that of active employees. An employee's surviving spouse covered under the County's Retiree Health Insurance, may at their own expense, continue group health dental and vision insurance by paying the premiums. This

continuation is contingent upon the insurance carriers permitting retired employees and surviving spouses to pay for same.

7. MERS Health Care Savings Program

Effective May 19, 2008, The County agrees to participate in the MERS Health Care Savings Program. The County will contribute five dollars (\$5) per month to the program for each eligible employee. Additional Employee contributions will be in accordance with MERS Program Requirements.

ARTICLE 11 - LONGEVITY POLICY

1. Full time and regular part time employees with a date of hire prior to December 5, 1997 shall receive an annual longevity payment in accordance with the following schedule, full time employees working at least thirty seven and one-half (37 ½) hours per week shall receive \$720, full time employees regularly scheduled for less than less than thirty-seven and one-half (37 ½) hours per week and regular part time employees will receive longevity on a pro rata basis:
2. Longevity bonuses will be vouched for separately in the first pay period following the employee's anniversary date.
3. Employees hired on or after December 5, 1997 will not be eligible for longevity payments.

ARTICLE 12 - EDUCATIONAL CONFERENCES

During the course of employment, it is sometimes necessary to attend educational and training conferences outside of Mecosta County. While attendance is not mandatory, each department has funds allocated for such purposes. Employees authorized to attend such conferences will be paid their normal wages. No overtime pay is authorized for attendance at such conferences. The following rules apply:

1. Registration and conference fees may be paid for in advance by submitting the completed application or registration form to the Clerk's Office with a completed voucher. Sufficient lead time must be allowed to get approval by the Board of Commissioners and for a check to be processed.
2. Use of a personal vehicle will be reimbursed at the rate per mile authorized by the Board of Commissioners. An Official Daily Travel Log must be completed and submitted for reimbursement.
3. Reasonable expenses for meals, lodging, and parking will be reimbursed after a voucher is submitted including actual receipts for these expenses. No advance payment for such expenses will be allowed.
4. Department Head permission is required before attendance and there must be sufficient funds allocated in the Department's budget to pay for the above costs.

ARTICLE 13 - INCLEMENT WEATHER

1. The Chairperson of the Board of Commissioners and/or the Controller will determine if weather conditions are severe enough to close the County Offices. Notice of closing will be broadcast over

WBRN AM & FM radio station in Big Rapids. All employees will be paid for their regularly scheduled hours that day if County Offices are closed.

2. Employees who are unable, due to weather conditions, to report for work when the County Offices are open must use annual leave, sick leave, or compensatory time in order to be paid for that day.
3. If weather conditions or other acts of God make it necessary to close the County Offices, after the business day has started, all employees who have reported to work will be paid for their regularly scheduled shifts that day. This decision will be made by the Chairperson of the Board of Commissioners and/or the Controller.

ARTICLE 14 - WORK RULES

All County employees are expected to adhere to the following rules of conduct as well as the rules and policies previously mentioned. The list is not intended to be an all-inclusive list of rules of conduct expected of employees. Further, the list may be added to, modified or supplemented by the County Board of Commissioners or your Department Head. The purpose of these rules is to set forth some rules of conduct, which will result in disciplinary action, including possible discharge. Other type behavior can subject an employee to disciplinary action including discharge. Further, all employees serve at the will and pleasure of the Employer, and may be terminated with or without cause.

1. **Tardiness** - Employees who are late may be docked for time lost or otherwise disciplined and/or dismissed at the discretion of the Department Head.
2. **Absenteeism** - Employees are required to notify their immediate supervisor prior to any absence as soon as possible. Unexcused absences or failure to notify your supervisor may result in discharge.
3. **Dress and Grooming** - Employees are expected to maintain a neat and well groomed appearance in accordance with their position and working conditions. A Department Head may implement a dress code for his/her department.
4. **Public Decorum** - All employees must maintain a pleasant and helpful attitude in dealing with members of the public and coworkers, whether by telephone or in person.
5. **Acceptance of Gifts** - Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a County employee.
6. **Personal Mail** - Personal mail should not be addressed to the County address. Employees shall not use County postage or other property for personal business.
7. **Visitors** - Friends, relatives and children of employees are not allowed in the working areas without the approval of the Department Head.
8. **Sexual Harassment** - Sexual harassment of employees by other employees is strictly prohibited. Any employee engaging in an act of sexual harassment will be subject to disciplinary measures. Additional

information or assistance may be obtained from the Controller. Complaints regarding this policy may be made to your supervisor, Department Head, and/or the Controller.

Sexual harassment shall be defined within this policy as follows:

Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) 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.

9. **Theft of County Property** - The theft, attempted theft, or neglect of property of the County, its visitors or employees is prohibited.
10. **Unauthorized Use of County Property** - Unauthorized use of County property, equipment or facilities (including telephones and duplicating equipment) is prohibited.
11. **Falsification or Alteration of Documents** - Falsification or unauthorized altering of employment application information, records (payroll or program records), or County Records is prohibited.
12. **Failure to Carry Out Supervisor's Instructions** - Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including the assigned duties of the job is prohibited.
13. The following is prohibited:
 - A. Failing to report to work when scheduled.
 - B. Improper use of sick leave or other leaves of absence.
 - C. Falsification of information to secure sick leave or other leaves of absence
 - D. Abuse of break or lunch periods.
 - E. Violation of departmental rules on confidentiality
 - F. Inefficiency or incompetence or neglect of duty.
 - G. Reporting to work or working in an intoxicated condition. Consumption or possession of alcohol or illegal drugs or substance (such as marijuana) on County premises or property while on or off duty.
 - H. Use of obscene language in public office areas.
 - I. Threatening other persons or instigating a fight.
 - J. Unauthorized possession of firearms, dangerous weapons or personal protection devises.
 - K. Verbally abusing or physically attacking customers, clients, visitors or County personnel.
 - L. Conduct disruptive to the work of other employees.
 - M. Carelessness or negligence which results in an injury to another employee, client or visitor.
 - N. Illegal activity on County premises (misdemeanor or felony) during work or non-work hours.
 - O. Disrespect, verbal abuse or insubordination to any supervisor or Department Head.

14. **Personal Equipment and Valuables** - It is impossible to secure insurance coverage for personal equipment and valuables brought on County premises. You are discouraged from having personal items at your office and the County cannot be responsible for any loss or damage to such items.
15. **County Property** - Employees shall conform to all rules for use and treatment of County facilities and property, and shall not use any County property, equipment, facilities or staff for personal matters or gain.

ARTICLE 15 - EMPLOYMENT OF RELATIVES

It is the policy of the County to permit the employment of qualified individuals who are related to an existing employee provided a supervisory-subordinate relationship would not exist as a result of the employment. Relatives are defined as spouse, brothers, sisters, parents, in-laws, and natural or adopted children.

If a supervisory-subordinate relationship occurs as a result of a marriage between two employees working in the same program area, then the County will attempt to transfer one of the individuals but it is not required to do so. If a transfer does not occur, one of the employees will be required to resign within sixty (60) days of the marriage.

ARTICLE 16 - JURY AND COURT DUTY

1. An employee who is subpoenaed to appear in court on a work related matter will be paid the difference between the witness fee and their normal wages for that day or days.
2. An employee who is called to perform jury duty will be paid the difference between juror's pay and their normal wages for the period they are called to serve.
3. An employee who is subpoenaed to appear in court on a personal matter will not be reimbursed by the County.
4. In all cases, an employee is required to return to work when they are released by the court.

ARTICLE 17 - PER DIEMS

In the event that an employee exempt from overtime compensation, and not eligible for flex time accrual, is required to attend meetings outside of normal working hours, a per diem payment may be requested. The per diem amount is Fifty and No/100ths (\$50.00) Dollars. for a half-day meeting and One hundred and no/100ths Dollars (\$100) for an all-day meeting. Per diem requests must be submitted on a separate voucher to the Finance Office. No Flex Time will be awarded for meetings resulting in a per diem.

ARTICLE 18 - TIME RECORDS AND PAYROLL RECORDS

1. All employees covered by this personnel policy must submit a Time Report with their payroll voucher. Time Reports must be fully completed with hours worked, annual and sick leave accumulation, Comp.

Time, and reasons for any absence. Failure to submit a Time Report will be cause to withhold wages until the Time Reports are submitted.

2. In the event it becomes necessary for an employee to change any facet of their payroll information, such as number of deductions, address, wage scale, etc., the proper form must be completed and submitted with the payroll voucher prior to the change. All necessary forms will be furnished by the Controller's Office upon request.

ARTICLE 19 - BENEFITS UPON TERMINATION OF SERVICE

1. Annual Leave

Up to thirty (30) days accrued annual leave shall be paid in the last pay period.

2. Sick Leave

Fifty (50%) percent of accrued sick leave, up to sixty (60) days maximum, shall be paid to employees with at least eight (8) years of consecutive full-time, or a combination of full and regular part-time service two months following separation of employment. Any remaining leave balance not eligible for payout will be forfeited after payout.

An employee with twenty (20) or more years of continuous full-time service, or a combination of full and regular part-time service, upon separation from County Service, or death, receive an additional one-quarter (1/4) of his/her unused sick leave, to a maximum of thirty (30) days, to be paid two months following separation of employment. The additional one-quarter (1/4) sick leave payout shall be deposited into the employee's health care savings account or, in the case of death, to the employee's estate two months following separation of employment. Any remaining leave balance not eligible for payout will be forfeited after payment.

Payments will be made at the rate of pay upon the employee's separation of service.

3. Compensatory Time

For eligible employees up to two hundred forty (240) hours of accrued Comp. Time shall be paid for in the last pay period prior to retirement.

4. Death

In the event an employee dies, the estate of that employee will be entitled to payment under Sections 1-3 outlined above.

5. Voluntary Termination

When an employee chooses to resign, a two (2) weeks written notice to the Controller is required. If proper notice is submitted, the employee shall be paid for accumulated annual leave under Section 1 above. Accumulated Comp. Time shall also be paid for under Section 3 above. An employee with at least eight (8) years of consecutive full-time or a combination of full and regular part-time service immediately preceding the date of separation shall be paid for accumulated sick leave under Section 2 above. If the proper two (2) weeks written notice is not received by the Controller, unless waived

in writing by the Controller, failure to provide such notice shall result in forfeiture of payout of accrued vacation leave for up to ten (10) days and accrued sick leave for up to 10 days.

ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Mecosta County Board of Commissioners provides equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or handicap as required by law.

ARTICLE 21 - OUTSIDE EMPLOYMENT

While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment, conflict with, or impair your responsibilities to the County.

Any employee desiring to participate in outside or supplemental employment must notify his/her Department Head in writing prior to engaging in outside or supplemental employment. In the case of outside or supplemental employment by a Department Head, the Department Head must notify in advance the Mecosta County Board of Commissioners. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

1. Employees engaged in outside or supplemental employment shall:
 - A. Not use County facilities as a source of referral for private customers or clients.
 - B. Not be engaged in supplemental employment during the employee's regularly scheduled working hours.
 - C. Not use the name of the County or any County agency as a reference or credential in advertising or soliciting customers of clients.
 - D. Not use County supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
 - E. Maintain a clear separation of outside or supplemental employment from activities performed for the County.
 - F. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of employee's duties.
2. The County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

ARTICLE 22 - COMPLAINT PROCEDURE

1. This complaint procedure shall be applicable to regular County employees covered under this Manual. Excluding, however, disciplinary or discharge matters for employees employed by elected County officials (sheriff, treasurer, clerk, register of deeds, drain commissioner, prosecutor and judges). Complaints regarding disciplinary or discharge matters of employees not covered by a collective bargaining contract who are employed by an elected official may be considered under this procedure if such elected official, at their option, permits the same, and requests processing of the grievance in

writing to the Board. Also excluded from this complaint procedure are elected County officials and county employees who receive direct appointment, to their position, by the County Board of Commissioners, such as appointed Department Heads.

2. Should any regular employee of Mecosta County to which this procedure is applicable, have a complaint about the interpretation or application of personnel policies, the following steps will be taken:

STEP 1. All complaints shall be submitted within five (5) working days of its occurrence or when the employee should reasonably have obtained knowledge of its occurrence. If not so submitted, the complaint shall be considered automatically closed.

The employee shall reduce the complaint to writing and present it to his/her Department Head as outlined above. The complaint shall be signed by the employee. The Department Head shall, within ten (10) working days after receipt of the written complaint, give his/her decision in writing.

Unresolved complaints shall proceed to STEP 2, provided they have been appealed within five (5) working days from the date the Department Head's answer was received or due.

STEP 2. In the event the complaint is not settled at STEP 1, the complaining party may appeal within five (5) days of the Department Head's answer to the Mecosta County Board of Commissioners. For Mecosta County Parks employees, a Step 2 appeal will be to the Mecosta County Parks Commission.

The Board of Commissioners will hear the complaint at one of their normally scheduled meetings as determined by the Chair. The Chair may, at his/her discretion, set up a special meeting to hear the complaint. In addition, the Chair may require transcripts of the hearing be taken by a certified court stenographer. The employee may appear before the Board to present his/her complaint. The employee may present witnesses and evidence and be represented by an attorney or other person of his/her choosing.

For employees who have been discharged and who have been employed for one (1) year or more, the Board of commissioners, within its sole discretion, may provide up to six (6) weeks severance pay and continue health insurance premium payments for up to three (3) months, provided the employee is not receiving unemployment benefits during the six (6) week period. The decision of the board of Commissioners shall be binding and final on all parties.

Any complaint not appealed from Step 1 to Step 2 within the prescribed time limit shall be considered dropped and not subject to further appeal.