

# **GRATIOT COUNTY**

## **Non-Union Benefits Manual**

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## **SECTION 1. PURPOSE OF NON-UNION BENEFITS MANUAL:**

This Manual of economic policies is applicable to all non-union personnel employed by Gratiot 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. The economic provisions of this Benefits Manual are not applicable to independent contractors (including but not limited to persons designated by the Board of Commissioners as independent contractors, lawyers, experts, trustees, etc.). Individuals working in the Gratiot County Trial Court are subject to these policies if the appropriated Elected Official or Chief Judge has agreed, in whole or in part, to these policies through a written notification to the Board of Commissioners. The Board of Commissioners may exclude, upon an official Board action, individuals or entities from this Manual.

It is the purpose and intent of this Manual to act as an outline of benefits that Gratiot County extends to 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 Gratiot County Board of Commissioners. Benefits outlined in this document may be added to, expanded, reduced, deleted or otherwise modified by the Gratiot County Board of Commissioners solely within the discretion of the County Board. The County Board of Commissioners reserves the right to amend, change, or terminate any benefit level, employer contribution, or benefit plan. No such change shall take effect without notification to employees at least thirty (30) days prior to an anticipated change. 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.

The policies included in the Non-Union Benefits Manual supersede, replace, and control any prior personnel manuals, policies, representations, or practices, unless specifically included within contracts, or the Non-Economic Manual, with the exception of insurance related benefits. With regard to insurance related benefits, the actual plan documents and/or policies control, rather than the summary descriptions contained here. Other than the County Board of Commissioners or a Co-Employer/Elected Official, no person or representative of the Employer has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the provisions contained herein.

Just as any employee may resign at any time for any reason, the County reserves the right to terminate an employee with or without cause, and with or without notice, at any time. The County/employee relationship is one of employment at will and no representative of the County has authority to enter into any agreement for employment for any period of time or to make any agreement contrary to the foregoing. An employee cannot rely upon custom or prior practice. The fact that these policies may have been applied differently in the past does not affect their current or future enforcement.

## **SECTION 2. EQUAL EMPLOYMENT OPPORTUNITY POLICY:**

It is a policy of the Gratiot County Board of Commissioners to provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability as required by law.

**SECTION I  
GENERAL INFORMATION**

**SECTION 1. EMPLOYMENT STATUS:**

**A. Types of Appointments to County Positions.**

1. **Regular Employees:** Regular status employees are hired to fill job positions that are classified in accordance with assigned job duties and authorized by the Board of Commissioners. Funds for regular status positions are budgeted specifically to support the positions. Either full-time or part-time staff may be assigned regular employee status.
2. **Regular Full-Time Employees:** Employees regularly scheduled to work forty (40) hours per week, or 2,080 hours annually, shall be considered as Regular Full-Time employees. A Regular Full-Time employee shall be entitled to the benefits under this Benefits Manual except where otherwise indicated.
3. **Regular Part-Time Employees:** Employees who are regularly scheduled to work less than full-time, but at least half-time (29 hours per week) shall be classified as Regular Part-Time employees. Regular Part-Time employees shall be eligible for paid time off, holiday, funeral, hospitalization, and life insurance on a prorated basis, based on the part-time employee's normal work week. Seniority shall accrue at the same rate for Regular Part-Time employees as it does for full-time employees (2,080 hours=1 year).
4. **Limited Part-Time Employees:** A Limited Part-Time employee is an employee who does not work a regular schedule or works a regular schedule of less than twenty-nine (29) hours per week. Such employees shall be compensated by wages only and shall not be covered by the fringe benefits provisions of this Benefits Manual unless they are listed expressly entitled to such benefit.
5. **Substitute Employees:** An employee who is hired to replace a regular employee on a leave of absence (paid or unpaid) or on workers' compensation shall be considered a Substitute employee. Substitute employees may be retained for the duration of the regular employee's absence but shall not attain seniority. Substitute employees will generally be paid at an hourly rate based on the starting salary for the position they hold; and any exemptions for pay above or below scale must be authorized in advance in writing by the County Administrator. Substitute employees shall not receive fringe benefits, except as required by law, and shall not be eligible for benefits such as, but not limited to, retirement, health insurance, paid time off, and holiday pay.
6. **Temporary Employees:** Temporary employees may be full-time or part-time and are employed in a position for a specific limited duration, usually one

thousand forty (1040) hours or less, in any one calendar year. These employees are generally hired for the purpose augmenting the regular staff to meet requirements that may be occasioned by periodic workloads or for a specific project or time period. Temporary employees will be paid at an hourly rate based on the starting salary for the position they hold; and any exemptions for pay below or above scale must be authorized in advance in writing by the County Administrator. Temporary employees shall not receive fringe benefits, except as required by law, and shall not be eligible for benefits such as, but not limited to, retirement, health insurance, paid time off, and holiday pay.

## **SECTION 2. POSITION CLASSIFICATION:**

**A. Purpose.** Because of a wide variety of positions in the County of Gratiot it is important to arrange these positions in an organized pattern. An accurate classification plan provides for sound personnel management and effective government operations by clearly describing the duties and responsibilities of employees. Most personnel under the provisions of this Manual are classified with their salary established annually by the Board of Commissioners. In general, classifications are based on the William Rye Classification and Compensation Study.

**B. Development of a Classification Plan.** The County of Gratiot shall prepare and maintain a position classification plan which will provide a complete inventory of all positions.

The classification plan is based on an analysis of the duties and responsibilities of all positions in the same classification sufficiently alike to permit the use of a single descriptive title. In general, classifications are based on the Job Evaluation Classification System as adopted by the Board of Commissioners. A classification may contain one position, or more than one position as determined by the Board of Commissioners.

Decisions as to the appropriate levels of staffing and assigning rates of pay to job classifications is a legislative function of the Board of Commissioners. Requests for reclassification of a new position or reclassification of a current position will be processed in accordance with the procedures adopted by the Board. The initial adoption of all classification and all allocations of positions must be approved by the Board of Commissioners. Positions shall not be reclassified without the approval of the Board of Commissioners.

**C. Composition of a Classification Plan.** The classification plan shall consist of job descriptions for each classification consisting of the following:

1. A descriptive title.

2. A section dealing with the nature of work, general responsibility, supervision exercised and received, methods of how work is assigned and reviewed, hazards and other measures of responsibility and difficulty.
3. A section containing examples of work illustrative of the duties performed. This listing shall not be all inclusive or limiting and in every case shall end with the phrase “performs related work assigned.”
4. A section giving knowledge, abilities and skills of applicants for entrance into the position.
5. Other pertinent information.

**D. Use of Classification Plan.** The classification plan shall be used:

1. In recruitment efforts.
2. As a guide in the preparation of any examinations that may be given to measure abilities needed to perform the job.
3. In determining the lines of promotion.
4. In developing employee in-service training programs.
5. In determining salaries to be paid for various classes of work.
6. In determining personnel service items in departmental and County budgets.

**E. Job Descriptions.** Particular titles, phrases or examples of work are not to be isolated or treated as the full definition of a classification. Job descriptions are deemed to be descriptive, and explanatory of the work performed and not inclusive of all the duties that may be performed, or restrictive of duties that may be assigned or required.

**F. Classification Titles.** Classification titles will be used in all personnel, accounting, budget and financial records.

**G. Maintenance of a Classification Plan.**

1. No classification plan is static. It is not intended to fix positions permanently in the classes regardless of changes in organization and duties. Instead, the plan must be continually administered so as to adopt to changing conditions. Therefore, positions should be periodically reviewed with regard to allocations to classes. At the request of a Department Head, the Board of Commissioners may review the duties of any position, and if warranted, may establish, combine, or abolish classes as necessary at the Board of Commissioners discretion.
2. The County Administrator shall periodically review the entire classification plan or any part thereof at his/her own initiative or at the request of a Department Head

pertaining to classifications within his/her department. The purpose of such review shall be to determine whether or not the plan accurately reflects existing conditions, to determine the accuracy of class descriptions and to assure that positions are properly classified. As appropriate, the County Administrator shall recommend to the appropriate committee of the Board of Commissioners whatever action he/she deems necessary.

3. **Adding New Jobs to Classification and Rate Structure.** The addition of new functions or services with the County may require job classifications for new jobs. The evaluation of new jobs is the responsibility of the County Administrator. Classification and pay grade decisions will be based on labor market survey data for comparable jobs (if available) and/or a rating of the job using the County's point factor job evaluation plan. Final approval must be given by the Board of Commissioners.
4. **Departmental Responsibility.** It is the responsibility of Department Heads and management personnel to be familiar with the departmental Salary Scale and to maintain a current job description for each authorized position. The differentiation of duties between positions must be maintained in order that employees are paid for the job described in their job description. The temptation to add duties to more capable employees and the tendency of capable employees to assume more responsibility often results in pay inequities. This is especially true in the case of classifications with multiple levels where only slight differences exist in the job description.

**H. Position Reclassification Procedure.** The following procedure shall be followed for requests for reclassification using Job Evaluation Reclassification System.

1. If an employee initiates a request for reclassification:
  - a. Employee submits a request, in writing, to the Elected Official/Department Head by June 1<sup>st</sup> for the upcoming fiscal year.
  - b. Elected Official/Department Head shall meet with the employee within fifteen (15) business days to review the request.
  - c. If the Elected Official/Department Head determines the request has merit, based on Job Evaluation Reclassification System Point Calculator, the request shall be forwarded to the County Administrator.
  - d. If the Elected Official/Department Head determines the request is not merited, they may deny that request. In the event of a denial, the employee shall be notified in writing within ten (10) business days.



- e. The employee may, once a request is denied by the Elected Official/Department Head, submit a second written request, within fifteen (15) business days of the first denial, to the County Administrator
2. If an Elected Official/Department Head initiates a request for reclassification, the request shall be forwarded to the County Administrator for consideration by June 1<sup>st</sup> for the upcoming fiscal year.
  3. Upon receipt of the written request, the County Administrator shall, within fifteen (15) business days, meet individually with the Elected Official/Department Head, and the employee to review the request.
  4. If the County Administrator determines the request has merit, the request shall be forwarded to the Board of Commissioners for the Board's decision.
  5. If the County Administrator determines the request is not merited, they may deny that request. In the event of a denial, the employee shall be notified in writing within ten (10) business days. No further action shall be taken.
  6. All decisions of the Board of Commissioners are final.
  7. All pay adjustments shall be effective on the dates selected by the Board of Commissioners, but no later than the beginning of the next fiscal year
- I. Date of Hire.** The effective date on which an individual is officially hired and begins work as an employee of Gratiot County shall be designated as that individual's "Date of Hire." The following shall alter an employee's date of hire:
1. Layoffs which exceed one (1) year, which shall change one's hire date to the date of return to employment, if applicable.
  2. Termination of employment for any reason provided; however, that if the employee returns to employment within one (1) year of the date of termination, then, and in that event, the employee shall retain his/her original "Date of Hire."
  3. Paid or unpaid leaves of absence which exceed ninety (90) days. However, this provision shall not be applicable to Military Leave controlled by USERRA.
- J. Anniversary Date.** An employee's "Anniversary Date" shall be a full-time employee's continuous service in his/her current position. Generally, the "Anniversary Date" will be the same as the "Date of Hire"; however, a promotion or period of part-time employment normally changes one's "Anniversary Date." The "Anniversary Date" is the date used to determine when an employee will become eligible to seek a salary step increase and an increase in the rate of accrual of Paid Time Off (PTO).

**K. County Seniority.** The regular employee's length of continuous service with Gratiot County and the Gratiot County Courts since the employee's most recent date of hire into a county position. County seniority shall be used for determining annual leave accrual and longevity.

**L. Departmental Seniority.** The length of a regular employee's continuous service with his/her respective Department or Court since the employee's most recent date of hire in a department position.

**M. Seniority – Termination.** Seniority and regular employee status shall terminate when the employee:

1. Quits for any reason.
2. Is discharged.
3. If employee does not contact their Elected Official or Department Head within 3 days of being absent from work without prior authorization or notification, unless good cause can be shown for non-notification.
4. Fails to return to work at the end of an authorized leave of absence.
5. Has been on layoff for a period of time equal to seniority at the time of his/her layoff or two (2) years, whichever is lesser.
6. Retires or receives a pension.
7. He/she is declared mentally incompetent by a Probate Court of competent jurisdiction.
8. An employee makes a fraudulent and misleading statement on his/her employment application or a leave of absence request.
9. An employee is convicted of, or pleads nolo contendere to, a felony, or a work-related misdemeanor.
10. If he/she has been on leave of absence, including for health reasons, for a period of one (1) year or for a period equal to the length of his/her seniority at the time such leave commenced, whichever is less; or if he/she has been on worker's compensation leave for a period of twenty-four (24) months or for a period equal to the length of his/her seniority at the time such worker's compensation leave commenced, whichever is less.
11. The employee loses the required license or certification for his/her position.

## **N. New Employee Probationary Period.**

1. New employees hired shall be considered "New Employee Probationary status" employees for the first one thousand forty (1040) hours of their continuous employment. An employee's probationary period will be suspended during periods of layoff and will resume upon recall.
2. If an employee is absent from work during his/her new hire probationary period for more than five (5) consecutive workdays, the employee's probationary period shall be extended for a time period equal to the absence.
3. "New Employee Probationary status" shall be defined as a period during which the Employer shall determine whether an employee meets the needs of the Employer, which determination shall be made in the Employer's sole discretion.
4. A probationary status new employee may be disciplined, terminated, released, or laid off by the Employer at any time while on such probationary status without prior notice, with or without reasons, and without recourse to the grievance procedure. If any such termination or layoff occurs during an employee's probationary status period, there shall be no obligation whatsoever for the Employer to re-employ such an employee under any circumstances.
5. Employees will be considered to have successfully completed their new hire probationary period when a written evaluation of the employee indicating satisfactory job performance has been made by the supervisor. The completion of the probationary period shall not modify the employee's at-will status.

## **SECTION 3. HOURS OF WORK:**

- A. Work Week.** The work week shall be from 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday. The official basic work week for full-time employment shall be forty (40) hours per week with the work week ending at midnight on Saturday. However, nothing contained herein shall constitute a guarantee of forty (40) hours per week.
- B. Working Hours.** County Courthouse hours shall be open for the transaction of business Monday through Friday of each week, from 8:00 a.m. to 4:30 p.m. Departments requiring shift work are exempted. The Permits Department shall be open from 7:30 a.m. to 4:00 p.m. from May 1<sup>st</sup> to October 1<sup>st</sup> each year to accommodate the construction season if staffing levels allow. It shall then be open from 8:00 a.m. to 4:30 p.m. the remainder of the year. However, Elected Officials/Department Heads may stagger work hours in order to keep their office open during the lunch hour, which will be mandatory. Elected Officials/Department Heads will advise employees of their individual work schedules. Staffing and operational needs may necessitate variations in starting and ending times.
- C. Lunch Breaks.** Full-time employees shall normally be allowed at least thirty (30) minutes unpaid breaks for lunch as close to the middle of the work shift as possible.

The specific lunch break will be scheduled by the employee's Elected Official/Department Head so that office will remain open during scheduled business hours.

- D. Rest Breaks.** Employees shall normally be allowed rest breaks twice a day, with one in the first four (4) hours of the workday and one in the last (4) hours of the workday. Each rest break period is not to exceed fifteen (15) minutes and will be scheduled by your Elected Official/Department Head. Said breaks may be combined with the lunch period at the discretion of each Elected Official or Department Head. They do not accumulate if not taken.

#### **SECTION 4. PAY PERIODS AND OVERTIME:**

- A. Pay Period.** Employees shall be paid biweekly. Each check shall cover a two (2) week period. It is agreed that the County may implement a policy requiring direct deposit or debit cards by employees in a manner consistent with the applicable provisions of the amended Payment of Wages and Fringe Benefits Act, being MCL 408.476. Effective October 1, 2017, pay stubs will be provided electronically only.

As adopted by the Board of Commissioners on November 16, 2021: In the event that a Thursday pay date falls on a federal holiday, payroll will be paid on the Wednesday proceeding the holiday.

#### **B. Compensation Withholding Plan.**

1. The purpose of this section is to establish uniform guidelines and appropriate rules regarding compensation withholding for employees in an effort to improve the quality of personnel administration in the County. The Compensation Withholding Plan shall include two classes of employees consisting of exempt from overtime compensation and non-exempt from overtime compensation as defined by the Fair Labor Standards Act (FLSA). Employees classified as exempt by the FLSA shall receive their first paycheck on the first regularly scheduled payday that occurs after their date of hire and shall be considered paid to date. Employees classified as non-exempt by the FLSA shall receive their first paycheck on the first regularly scheduled payday following their first two (2) workweeks of service and shall be considered having their first paycheck withheld.
2. If an employee is transferred from a non-exempt position to an exempt position, the employee shall receive the withheld paycheck on the next regularly scheduled payday.
3. If an employee is transferred from an exempt position to a non-exempt position, no compensation withholding adjustments shall be made. Once that non-exempt position is vacated, that position shall be treated in a manner consistent with this policy (the first paycheck shall be withheld).

**C. Exempt and Non-Exempt Employees.** Positions will be classified as “exempt” or “nonexempt.” The determination as to exempt or non-exempt status will be made by the Employer based upon the actual duties of the position as applied to the standards set forth in the FLSA. Elected officials, persons appointed to serve on a policy-making level, and those employees who are considered executive, administrative and professional, and are in classifications exempt from the overtime provisions of the Federal FLSA are not entitled to overtime or compensatory time. Non-exempt employees are entitled to overtime or, in the discretion of the Employer and under the terms and conditions set forth in this Manual, compensatory time.

**D. Salary Basis Policy for Exempt Employees.** The FLSA is a federal law which requires that most employees be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over forty (40) hours in a workweek. However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee’s specific job duties and salary must meet all the requirements of the Department of Labor’s regulations. Exempt employees may be required to keep time records for non-payroll purposes.

**E. Salary Basis Requirement.** Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an exempt employee must receive the full salary for any work week in which the employee performs any work, regardless of the number of days or hours worked. However, the expectation of the Employer is that full-time exempt employees will use a combination of actual workdays and the use of paid or unpaid leaves in whole day increments to have an average of forty (40) hours a week over the course of their employment. In the event of termination of employment, the exempt employee’s salary shall be pro-rated to the effective date of his/her termination.

Salary deductions from pay are permissible when an exempt employee:

1. Does not perform any work during a work week.
2. Is absent from work for one or more full days for personal reasons other than sickness or disability; or for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness.

3. To offset amounts employees, receive as jury or witness fees or for military pay.
4. For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions of major significance, including but not limited to theft or violations of the County's harassment, drug and alcohol, safe workplace and workplace violence policies (see County Policy workplace conduct) or such other work rule of major significance. This does not include merely performance issues such as absenteeism and tardiness.
5. An employer is not required to pay the full salary in the initial or terminal week of employment.
6. For penalties imposed in good faith for infractions of safety rules of major significance; or
7. For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

**F. County Policy.** It is the County's policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all County supervisors, managers and directors from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the County does not allow deductions that violate the FLSA.

**G. What To Do If an Improper Deduction Occurs.** If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Payroll Department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

#### **H. Overtime and Compensatory Time.**

1. **Overtime.** The Employer retains the right to schedule reasonable amounts of overtime work. It is the County's intent to keep overtime to a minimum. Those Full-Time employees considered exempt from the overtime provisions of the Federal FLSA shall not be entitled to overtime compensation. Non-exempt employees who work in excess of forty (40) hours in a given week shall be paid at the rate of one and one-half (1½) times their normal hourly rate of pay for the overtime worked. "Overtime" is defined as authorized work performed by Full-Time employees in excess of forty (40) hours in a regular work week. Part-Time employees are only eligible for overtime if they work in excess of forty (40) hours per week and, like eligible Full-Time employees, do not hold positions which are exempt from overtime under the FLSA. From time to time, an employee may be requested to work longer than his/her scheduled shift. Overtime pay is based on actual hours worked. Time off on any leave,

holiday, PTO or absence is not considered hours worked for purposes of performing overtime calculations. The employee's supervisor will give the employee as much advance notice as possible when extra work is required. The employee should not begin working before his/her normal starting time, work through his/her lunch period or other unpaid breaks or continue working after his/her normal quitting time without first obtaining their supervisor's approval. Overtime shall not be worked without prior approval of the Elected Official/Department Head. Unauthorized overtime may result in discipline.

2. **Compensatory Time.** Non-exempt employees may be granted time off with pay, at the discretion of the County, rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of forty (40) in a work week are to be considered as compensatory time. Compensatory time shall be paid at one and one-half (1½) hours for each overtime hour worked. All employees of the County which are exempt from overtime provisions will not receive overtime pay or compensatory time off for overtime worked. Compensatory banks shall be paid off at the end of each calendar year. The use of compensatory time is to be determined by department supervisor. An employee who has requested the use of such compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the County. An employee who has accrued compensatory time shall, upon termination of employment, be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee receives such payment. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at the overtime rate shall not be counted further for any purpose in determining overtime liability under the same or any other provision. Hours paid for but not worked shall not be counted in determining overtime liability.
- I. Overtime shall not be authorized by Elected Officials/Department Heads unless provided for as a separate line item in the departmental budget. Special projects or other extraordinary circumstances, not foreseen during the budget process, may justify special consideration for overtime authorization, which may be requested from the Board of Commissioners. Emergency situations may be approved on a temporary basis by the County Administrator.
  - J. Regular Full-Time employees or Part-Time and Temporary employees working or scheduled to work forty (40) or more hours a week in one department shall not be permitted to work any additional hours in another department unless approved by the County Administrator.
  - K. **Pyramiding.** There shall be no duplication or pyramiding of any overtime or premium rate for the same hours worked.

## L. Compensation Policy.

1. **Pay Plan.** The Pay Plan shall include a schedule of pay ranges consisting of levels of pay grade rates for all classes of positions and a six step (years) salary schedule. All employees hired on or after October 1, 2005, shall be paid at the FY 2004/05 pay plan, as subsequently adjusted by the Board of Commissioners.
2. **Development of the Pay Plan.** The development of the Pay Plan shall be directly linked to the Classification Plan and shall be based on the principle of equal pay for equal work. Pay ranges shall be determined with due regard to such factors as:
  - a. Uniformity of pay for each class.
  - b. The relative difficulty and responsibility of work.
  - c. The recruiting experience of the County.
  - d. The prevailing rates of pay in both public service and private sector.
  - e. The financial condition and policies of the County.
  - f. Other pertinent economic considerations.
3. **Adoption.** All salaries must be set by the Gratiot County Board of Commissioners.
4. **Administration and Amendment of Plan.** The Administrator's Office shall be responsible for administering the Pay Plan. The Administrator shall be responsible for conducting periodic reviews and comparative studies of pertinent factors affecting levels of pay. When appropriate, the Administrator may recommend to the designated committee of the Board of Commissioners necessary amendments to the Pay Plan. In any case, amendments to the Pay Plan may only be made upon the approval of the Board of Commissioners.
5. **Exceptions.** Exceptions from the Pay Plan shall be authorized by the Board of Commissioners to comply with the law or as the Board deems necessary.
6. **Pay Grades and Steps.** Gratiot County utilizes a Pay Plan with a six (6) year salary progression plan which provides eligibility for merit step increases after each year for the first six (6) years of continuous full-time service. This Pay Plan shall be administered as follows:
  - a. **Entrance Salary Rate.** The entrance salary rate for a newly hired Regular Full-Time employee shall be Step Minimum of the appropriate pay grade as indicated in the current Pay Plan. The Administrator may approve the initial hiring of an employee at Step 1 or Step 2 of the pay grade if justified by pertinent documentation from the Elected Official/Department Head. The justification must contain specific reasons for the requested action. If, in the opinion of the Administrator,



there is insufficient justification to approve the request, he/she may request additional justification and forward the request to the Board of Commissioners.

A Part-Time or Temporary employee shall be paid on an hourly basis at not more than Step Minimum of the classified position to which assigned. The County Administrator may approve a higher salary if requested and justified by proper documentation.

- b. **Step Increases.** Each pay grade schedule shall consist of Steps Minimum through Five. Employees shall progress through the steps based on merit coinciding with Employees' anniversary date.
  - 1) Progress through the steps shall be based on the time periods indicated on the salary schedule, unless such time period is adjusted because of the probationary period resulting from a withheld step increase or an approved leave of absence. When an employee is hired at a rate above Step Minimum in accordance with Section 7.2, progression shall proceed from the step at which hired.
  - 2) Step increases indicated on the Gratiot County salary progression plan are not automatic. Elected Officials/Department Heads wishing to recommend employees for step increases will submit a County Personnel Action Request (PAR) form to County Human Resource Office. Elected Officials/Department Heads not wishing to recommend personnel for step increases will notify the affected employee prior to the employee's anniversary date.
  - 3) Part-Time, Substitute, and Temporary employees shall not be eligible for step increases.
- c. **Severance Pay.** Severance pay is not authorized except by specific approval of the Board of Commissioners.
- d. **Pay Adjustments.** The following personnel actions shall affect the pay status of the affected employee in the following manner:
  - 1) **Transfers.** If an employee is transferred into a classification with the same pay grade, the employee's pay rate shall remain unchanged.
  - 2) **Promotions.** An employee who has been promoted inter-departmentally or intra-departmentally to a higher

classification shall be given full credit for years of service on the current salary schedule.

- 3) **Demotions.** If an employee is demoted to a classification with a lower pay grade, the employee shall be paid in accordance with the pay range for the new classification but will retain his/her previous step.
- e. **Reclassification of Position.** If an employee's position is reclassified to a higher pay grade, he/she shall be paid at the higher pay range and shall retain their current step. If an employee's position is reclassified to a lower pay grade, the employee's salary shall remain frozen at the current pay rate until such time as the salary rate for the new classification equals or exceeds the employee's current salary pay rate.
- f. **Layoff.** When an employee following layoff is recalled in the same class from which he/she was laid off, he/she shall be placed in the same step that he/she occupied at the time of layoff. When an employee is recalled in a class having a lower pay range, he/she shall retain his/her previous step in the lower pay range.
- g. **Former Employee.** A former employee who is recalled or rehired shall be paid at Step Minimum of the pertinent grade unless a higher step is authorized in accordance with Section 6.a, or the employee is granted previous service in accordance with the Continuous Length of Service Policy.

## **SECTION II EMPLOYEE BENEFITS**

### **SECTION 1. PURPOSE:**

Employee benefits are provided by the County of Gratiot to eligible employees. Some benefits will be determined by hours worked. Benefits may be different for Full-Time employees than for Part-Time employees.

### **SECTION 2. GENERAL:**

The County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. The terms of the applicable insurance policies and plan documents control the benefits provided thereunder and the employee's eligibility for benefits. In the event there arises any conflict between this Manual's summary and the plan/policy documents, the plan/policy documents control.

### **SECTION 3. PENSION:**

- A.** Certain employees covered by this Benefits Manual are subject to the State of Michigan Municipal Employees' Retirement System (MERS), subject to eligibility requirements and the policies of MERS and the MERS Plan Documents.
- B.** For employees eligible to participate in the MERS Pension System under the MERS Plan Document hired before October 1, 1998, the County will provide a traditional defined benefit pension plan administered by MERS. The plan will be based on a MERS Plan, and details of the applicable plan and required employee contributions shall be available from the Human Resources Office. The applicable Plan and employee contributions will continue until modified by Board resolution. Gratiot County's current benefit plan for Full-Time and Permanent Part-Time employees hired before October 1, 1998, who work 1,040 hours per year, or more is MERS B-3, E-2, FAC-5, V-10 F55/25 Retirement Plan. Effective October 1, 2007, all MERS members that are in the Division #01 General will be required to pay 2.6% of their salary towards their MERS retirement. This copay will be pretax.
- C.** Employees eligible to participate in the MERS Pension System under the MERS Plan Document hired on or after October 1, 1998, will be covered by the Gratiot County Defined Contribution Plan managed by the MERS.
  - 1. Effective October 1, 1998, all new hires to Gratiot County will become members of the Gratiot County Defined Contribution Plan managed by the MERS which provides for the following employee and employer pretax contributions based on a percentage of the employee's current pay rate:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
4%	0%	4%
9%	5%	14%
9%	6%	15%

2. All eligible employees hired on or after October 1, 2005, will have the following employee and employer pretax contributions based on a percentage of the employee's current rate of pay:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
3%	0%	3%
5%	3%	8%
5%	4%	9%

3. The employee must select one (1) of the above contribution plans initially upon being hired and shall not be eligible to change the selected contribution.
4. Under the Gratiot County MERS Defined Contribution Plan, the employee will be provided with maximum portability of both employee and employer contributions including earnings on the employer and employee contributions by allowing the employee, upon termination of employment, to withdraw the entire amount of the employee contribution, including earnings and a percentage of the employer contributions, on a sliding scale based on the years of service as scheduled below:

<u>Service Time</u>	<u>Retained by Employee</u>
0-2 Complete Years	0%
2 Complete Years	25%
3 Complete Years	50%
4 Complete Years	75%
5 Complete Years or more	100%

- D. The Employer shall abide by all the terms and conditions of that program, or a similar retirement plan with the Michigan Municipal Employees' Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

The Employer is authorized to deduct from employees' payroll checks the amounts of their contributions as a condition to participating under the MERS Plan.

Participation in the pension program by Regular Part-Time employees shall be in accordance with the MERS Plan requirements.

#### **SECTION 4. GROUP LIFE INSURANCE POLICY:**

- A.** Each Full-Time employee will be provided with a \$20,000 Term Life Insurance Policy, which is reduced to \$5,000 at age 70. Each Regular Part-Time employee will be provided with a \$10,000 policy. All Regular Part-Time employees shall be given the option to pay the insurance premium to have a \$20,000 life insurance policy instead of the \$10,000 policy, if desired. Policy shall contain a double indemnity clause.
- B.** Retirees who are at least 60 years old with 10 years or more of service, or who have completed 25 years of service and attained the age of 55 immediately preceding retirement, will be provided with a \$5,000 term life insurance policy. Effective October 1, 2005, all new hires to the County will not be eligible for any retirement life insurance benefit from the County.

#### **SECTION 5. HOSPITAL-MEDICAL INSURANCE:**

- A. Health Insurance Program.** The Employer will offer health insurance programs for eligible Full-Time Elected Officials, Regular Full-Time and Regular Part-Time employees and their authorized dependents as defined by the insurance carrier effective upon employment. (Regular Part-Time employees must pay on a pro-rated basis a portion of the premium in accordance with the hours worked.) Details of coverages are available upon request in the Human Resources Office and are contained in pamphlets furnished by the insurers. The County health insurance program is subject to the current and future applicable laws and regulations concerning such programs, including, but not limited to, the Patient Protection and Affordable Care Act, Public Law No. 111-148 (124 Stat. 119 (2010)), as amended; the Health Care and Education Reconciliation Act of 2010, Public Law No. 111-152, (124 Stat. 1029 (2010)), as amended; and the Michigan Publicly Funded Health Insurance Contribution Act, 2011 Public Act 152, MCL 15.561 *et seq*, as amended.
- B. Premiums.** With respect to hospitalization, surgical and medical insurance, all employees shall be subject to statutory hard caps for health insurance premiums. The County shall pay the group premium, subject to the statutory hard caps, for hospitalization, surgical and medical insurance, semi-private service for Regular Full-Time employees and their authorized dependents as defined by the insurance carrier. The County may offer more than one plan, at the Employer's discretion. It is understood, however, that given the hard caps mandated by statute, each employee shall pay the difference between the hard cap and said employee's health insurance premium to the extent the health insurance premium is greater than the cap. Employees shall pay their illustrative premium costs pursuant to payroll deduction. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality. The County may for any health plan year, at its option, pay 80% of the insurance premium in lieu of the fixed caps.
- C. Health Care Committee.** The County will establish a joint committee for the purpose of investigating health care cost containment. The Employer will provide the

Committee new health care premium rates as soon as they are available. The Committee shall be subject to the following provisions:

1. The Committee shall be comprised of not less than one (1) or more than three (3) representatives from the Employer, from the non-union/elected officials, and from each participating union representing County employees.
  2. The Committee representatives shall be granted time off as is reasonably necessary for committee meetings with the approval of their respective supervisors.
  3. The Committee shall meet as soon as projected new insurance rates are available at the mutually agreed upon times between the Employer and the Unions.
- D.** Employees and retirees of Gratiot County shall not be eligible for dual coverage as both a sponsor and dependent for any insurance coverage under this Manual. Specifically, if both spouses are active employees of the County and eligible for health insurance coverage, the County will provide couple or, if appropriate, family coverage to one spouse; but if one spouse receives dual or family coverage, the other spouse may not select any coverage and is not eligible to receive any health insurance buyout sum. If an employee receives health insurance coverage from an outside source, either as the sponsor or dependent, the employee shall not be eligible for County health insurance but is eligible to receive the health insurance buyout sum.
- E.** Any of the following changes to be made concerning health insurance shall be given to the Human Resources Office within ten (10) days in which the event occurred:
1. Marriage - add husband or wife
  2. Divorce - cancel husband or wife
  3. Birth - add newborn child
  4. Adoption - add legally adopted child or guardianships
  5. Marriage of child - cancel child who marries
  6. Military Service - cancel member of family entering Military Service
  7. Death - cancel insured member of family who dies
  8. 26<sup>th</sup> Birthday of child

Failure to provide the County notice of the event within ten (10) working days will require reimbursement to the County of any added premium costs to the County caused by the delay.

**F. Continuation and Termination of Insurance.** Group Insurance coverage will be continued and terminated as follows:

1. The County will continue coverage and its premium payments on behalf of eligible employees only during the first three hundred sixty-five (365) calendar

days of an approved paid medical leave of absence. Paid medical leave of absence is defined as being on the County active payroll, including on approved PTO, compensatory time, paid personnel leave, or on worker's compensation leave.

2. The County will not continue coverage and its premium payments on behalf of eligible employees during an approved but unpaid medical leave, or on long- or short-term disability leave, unless coverage is required by law.
3. All such insurance benefits and the County's payment of premiums on behalf of eligible employees terminate upon any separation from service.
4. Benefits are subject to the terms and conditions of federal law. Employees may be eligible to continue under the group insurance programs at their own expense, during limited times, when no longer eligible to receive County provided insurance.

**G. Health Insurance Buyout.** In lieu of health insurance coverage, employees who eligible for County health insurance and are covered by health insurance from another source may elect to receive a post-tax cash payment in lieu of the Employer's health care benefits, as follows:

1. Upon appropriate certification to the County that the employee has health care benefits coverage through a program other than the County, the County will compensate the employee for single, couple or family coverage, which ever applies to any specific employee electing the buyout option according to the schedule listed below. The dollar amounts listed below are for a twelve (12) month period (April – March) and will be prorated based on the number of months the employee actually opts out of the County's group health insurance plan. A separate check will be issued the first pay in May to each employee electing the buyout on an annual basis.
2. Regular Full-Time employees are eligible for this buy out in the following amounts and Regular Part-Time on a pro-rated basis:

	Per Year (April – March)
Single	\$900.00
2-Person	\$1,500.00
Family	\$2,000.00

3. An employee who chooses the compensation in lieu of health benefits shall

have the right to re-enter the County health benefits plan during the next open enrollment period each year, or upon a “Qualified Life Event” as allowed for by the insurance carrier and the IRS regulations.

**H. Retiree Health Insurance.**

1. All employees hired after on or after October 1, 2005, are not eligible for the County’s retiree health insurance plan or any retiree health insurance credit.
2. To be eligible for retiree health insurance, a Regular Full-Time or Regular Part-Time employee must satisfy both the age and continuous length of service requirements associated with retirement under the MERS defined benefit plan, even if they are members of the Gratiot County Defined Contribution Plan. Employees that qualify for a duty disability retirement under MERS are also eligible. Employees that elect to take a deferred MERS retirement (Plan Section 12) are not eligible for the plan. Retirees who retired prior to January 1, 1987, are required to pre-pay the entire cost of health insurance to the County.
3. Eligible retirees who retired on or after January 1, 1987, shall also pre-pay their share of the health insurance premium but will have part of the cost of health insurance paid by Gratiot County based on their retirement service as follows (said credit shall be prorated if the retiree was Regular Part-Time, i.e., 20 hours per week equals 50% credit):

Years of Service	Annual Retiree Health Insurance Credit
10 Complete Years of Service	\$500
11 Complete Years of Service	\$700
12 Complete Years of Service	\$900
13 Complete Years of Service	\$1,100
14 Complete Years of Service	\$1,300
15 Complete Years of Service	\$1,500
16 Complete Years of Service	\$1,700
17 Complete Years of Service	\$1,900
18 Complete Years of Service	\$2,100
19 Complete Years of Service	\$2,300
20 Complete Years of Service	\$2,500

4. Retirees and their dependents shall convert to Medicare complementary coverage upon reaching 65 years of age in order to supplement Parts A and B of Medicare. The County shall pay the monthly premium for complementary coverage up to a maximum of \$55.60 and one-half of any amount above \$55.60 (said credit shall be prorated if the retiree was Regular Part-Time, i.e., 20 hours per week equals 50% credit).



5. A retiree whose payments for health coverage are three (3) months in arrears shall be sent a notice informing him/her that if payment is not made in full within thirty (30) days, he/she shall be removed from coverage.
6. A spouse of a deceased employee who wishes to stay on County health insurance may do so if deceased employee specified the spouse as beneficiary on the County retirement plan (MERS). The spouse of the deceased employee must pay the entire cost of health insurance.
7. An employee who has left the County who has accrued ten (10) or more years of service but is not of retirement age cannot, at a future date (when they are of retirement age), be on County retiree health insurance.
8. When the employee reaches 65 years of age and is on Medicare, the health insurance credit is discontinued and the \$55.60 is in effect.
9. The County has approved the application of retiree health credits to other than County health plans. The retiree must provide proof of personal payment for health insurance whereupon the County will reimburse the retiree the amount of their monthly credit. In no case will the amount of reimbursement exceed the monthly credit authorized to the retiree based on years of service or the actual personal out of pocket cost of insurance. Reimbursement will be paid within ten (10) working days of presentation of proof of payment. Once a retiree decides to terminate enrollment in any County group health insurance plan that retiree forfeits all future rights of enrollment in any County group health insurance plan.

**I. Dental/Optical Insurance.** The County shall provide an in-house self-funded Dental/Optical Plan with a \$500.00 annual (October 1<sup>st</sup> through September 30<sup>th</sup>) benefit limitation per Elected Official/Regular Full-Time Employee (or family). Under the plan, an Elected Official/Regular Full-Time Employee is reimbursed 100% of actual dental costs and optical costs incurred during the benefit period up to \$500.00. Regular Part-Time employees are eligible for benefit on a pro-rated basis. Employees must pay the amount owed and present paid receipt to Payroll Manager by 4:30 p.m. on Friday before payroll for reimbursement on next check. No employee shall be eligible or accrue benefits during their probationary period. New hires will receive the Dental/Optical benefit on a pro-rated basis of \$20.83 per month for the remainder of a fiscal year once their probationary period has expired. To earn credit for the first month, the new employee's hiring date must be the 15th of the month or before. The reimbursed benefit amount may be used by the employee for reimbursement of dental/optical and/or hearing expenses for the employee and his/her dependents. A request for reimbursement must be made within twelve (12) months after the service was rendered and must be accompanied by a written statement signed by the dentist, ophthalmologist, optometrist, optician or medical provider performing the service. Such statement shall specify the service performed and the date of the service. The amount credited to an employee's dental/optical account may not be accumulated

from year to year. Any unused balance remaining in the account upon the year end, or upon termination or retirement shall be forfeited.

## **SECTION 6. LONG TERM DISABILITY INSURANCE:**

Each Regular Full-Time employee (excluding Elected Officials) will be provided with long term and short-term disability insurance. Regular Part-Time employees will be provided with long term and short-term disability insurance on a pro-rated basis. All payable benefits must meet insurance carrier requirements for eligibility and reporting. Payable benefits for long term disability begin the 91<sup>st</sup> day for accident and illness and are payable up to the Social Security Normal Retirement Age. Employees will receive 60% of income to a maximum benefit not to exceed \$5,000 per month. Payable benefits for short term disability insurance begin on the eighth day.

## **SECTION 7. WORKER'S COMPENSATION:**

Employees are covered by the Worker's Disability Compensation Laws of Michigan. Any employee involved in a work-related accident or injury must (1) report that accident or injury to his/her immediate supervisor as soon as possible (ideally within 24 hours) after the injury and (2) fill out the proper reporting forms, i.e., Employee's Report of Injury. Failure to properly report an injury may disqualify an employee for benefits. It is the employee's responsibility to immediately notify their immediate supervisor, or in the absence of the immediate supervisor, the next available supervisor, of any injuries sustained while on the job. If an employee is unable to fill out the required report due to the injury, the employee's supervisor must report injuries on the day of occurrence to the Human Resources Office using the appropriate Report of Injury form. Death or serious injury should be reported by telephone and followed up with the Report of Injury form. An employee who completes an accident report claiming their injury or illness is work related may be sent to the County's doctor or a prior approved medical facility or doctor. Elected Officials/Department Heads who have an employee absent due to compensable injury shall remain in communication with the employee and the County's physician to determine the nature of the disability and expected date of return. If appropriate work can be assigned, the employee should be permitted to return to work in a limited capacity with medical authorization. The employee should not be permitted to return to full duty under any circumstances without medical evidence of his/her physical capacity to do so. Please note that FMLA runs concurrently with worker's compensation time off the job.

## **SECTION 8. EDUCATIONAL REIMBURSEMENT:**

- A.** It is the policy of Gratiot County to support the efforts of its employees to further their education when such improvement is in the best interest of the County and subject to financial constraints and budget priorities.
- B. Required Training.** The County shall reimburse employees for seminars, courses, classes or workshops that may be required by law or administrative rule for an employee to perform work in his/her normal job classification. Reimbursement shall

be made after the class is satisfactorily completed as verified by a certificate of successful completion or a passing grade report.

**C. Reimbursement for Job Related Courses.** It is the policy of Gratiot County to reimburse employees for tuition and fee expenses incurred as a result of taking courses for the purpose of job self-improvement subject to the following conditions and limitations:

1. Reimbursement is subject to the availability of County funds.
2. Attendance at classes and study will be during non-work hours.
3. The employee may not be on a leave of absence when enrolled in a course.
4. Reimbursement approval must be obtained in writing prior to beginning the course by the Elected Official/Department Head and the County Administrator.
5. Reimbursement of tuition and fees will be made after successful completion of the course as verified by a certificate of completion or a passing grade report.
6. Study must be by class attendance. Correspondence courses are not reimbursable.
7. Courses that are unrelated to the employee's job are not reimbursable even though the course may lead to a degree that is related.
8. The cost of books is not reimbursable as they become private property once purchased and may be sold after course completion.
9. The Employer will not reimburse for mileage, meals, lodging or other expenses associated with the course work.
10. Courses leading to a Master's Degree will be approved only when completion of the course will enhance the quality of the employee's work and possession of a Master's Degree would be a necessary qualification for the employee's position.
11. The applicant must be a Regular Full-Time or Regular Part-Time employee who has successfully completed the probationary period at the time of application and must continue to be employed during the duration of the course. Regular Part-Time employees are eligible for benefit on a pro-rated basis. He/she must agree in writing to continue his/her employment with Gratiot County for one (1) year following completion of the course and in the event he/she fails to do so, reimburse the County for the entire amount.
12. The request for reimbursement must be made within ninety (90) days of completion of the course and must be accompanied by a receipt or other verification of

payment of reimbursable expenses. The Employer will not provide reimbursement if the request is submitted after ninety (90) days.

13. The Employer will provide reimbursement only if payment was made by the employee and reimbursement is not available from another source. The Employer will not provide reimbursement if the tuition was covered by scholarship, veteran's benefits, fellowship monies, etc.

## **SECTION 9. TRAVEL AND OTHER OFFICIAL EXPENDITURES:**

- A.** To receive reimbursement for meals, mileage, official travel, conferences or training expenses, employees must first submit an authorization request for reimbursement on the appropriate form to the Elected Official or Department Head. Reimbursement requests must be submitted not later than one (1) week after the event has occurred or not later than one (1) week after returning to normally scheduled work assignments. Reimbursement for mileage must be filed within one (1) week of the end of the month which is being claimed. All reimbursements must be authorized and approved; otherwise, payment may not be made.
- B. Meetings.** Expenditure of funds for training sessions, etc. deemed necessary by the Board of Commissioners, Elected Officials, or County Administrator shall be reimbursed based on actual cost provided the same is budgeted. Compliance with the provisions of this policy is essential and all reimbursements must be approved through Claims Processing Policy (County Policy #212). Pre-approval of expenditures is recommended. All County Administrator expenses must be approved by the Chair of the Board. County Elected Officials and employees are required to complete the reimbursement request, attach receipts and state the purpose for the meeting or training session and a necessary pre-registration for reimbursement as a necessary prerequisite for reimbursement.
- C. Mileage Allowance.** Mileage will be paid at the current rate established by the Internal Revenue Service (IRS) to those officials and employees required to use their privately owned vehicle in conducting County business. All vehicles used shall have adequate insurance.
  1. When traveling to out-of-county activities transportation must be shared whenever possible. Economical use of County funds has priority over personal convenience or preference.
  2. All mileage shall be computed from the normal work location to the destination point and return except in the following situations:
    - a. Mileage will be computed from residence to destination if actual departure is from the residence and if the distance is less than the distance from work location to destination.

- b. If the distance is greater from the residence, the employee may still leave from there, but mileage will be calculated from the work location to destination.
  - c. Under no circumstances is mileage allowed between residence and normal work location.
3. If an employee uses his/her own vehicle for County business, the employee shall submit a travel voucher and payment voucher showing miles traveled and purpose.

**D. Meal Allowance.** The County will reimburse employees for meals purchased while on County business under the following conditions:

1. The employee presents a receipt for the meal along with a voucher for payment stating the purpose.
2. The request for reimbursement does not exceed \$27.00 per day (including tax and tip).
3. The County will not reimburse for alcoholic beverages.
4. The meal allowance is limited to meals consumed out of the County, except the County will reimburse for a meal consumed in the County if it is part of a seminar, training session or meeting of an organization which the employee is a member of on account of County employment.

**E. Accommodations.** Reimbursement for lodging for Elected Officials and employees required to spend the night outside of Gratiot County on official County business shall be made for actual expenditures subject to the following limitations:

1. Reimbursement is limited to the cost of a "single" room at prevailing government rates. Receipts are mandatory.
2. If the destination is more than 100 miles from the normal work location of the traveler, and if the individual must be at the destination at or before 9:00 a.m., travel may commence on the preceding day.
3. If official business terminates after 5:00 p.m. and the location is more than 100 miles from the normal work location, the traveler may remain overnight and commence return travel the next morning.
4. If the temporary location is more than 50 miles from the normal work location and the duration of the trip is more than one day, the nights between such workdays may be spent in the immediate vicinity of the temporary location and reimbursement claimed for the cost of lodging.

- F. Prepaid Expenses.** When possible, it is preferable for the County to prepay transportation, lodging and registration expenses with Board approval.
- G. Other Expenditures.** Charges for personal goods and services, entertainment, alcohol and travel not related to County business will not be reimbursed to the employee. Elected Officials/Department Heads may authorize additional expenses based on the needs of the department and the purpose of the travel provided such additional expenses are directly related to the performance of county business.
- H. Budget for Travel Related Expenses.** Expenses for local travel and expenses associated with attendance at meetings, workshops, conferences, and seminars will be requested by Elected Officials/Department Heads during the annual budget process. Costs must be justified on the basis of the cost/benefit of the travel to Gratiot County. Non-budgeted reimbursement will not be made; however, special requests may be submitted to the Board prior to commencement of the travel.
- I. Violation of Policy.** If there is any violation of the travel policy, no reimbursement of expenses will be allowed. In other cases, discipline may be warranted.
- J. National and State Conferences.** Elected Officials/Department Heads may be permitted to attend their national and/or state professional conferences or conventions, provided it is within the travel budget and has been approved by the Board of Commissioners and has been determined to be in the best interest of Gratiot County. Reimbursement may be approved on a prorated basis based on the cost/benefit ratio to Gratiot County.

### SECTION III PAID DAYS OFF

#### SECTION 1. HOLIDAYS:

- A. The following days and such other days as may be designated as holidays by the Board of Commissioners are holidays with eight (8) hours straight time pay (Holiday Pay) for all Regular Full-Time employees:

New Year's Day, January 1  
Martin Luther King Day, Third Monday in January  
President's Day, Third Monday in February  
Good Friday Afternoon  
Memorial Day, Last Monday in May  
Independence Day, July 4  
Juneteenth, June 19  
Labor Day, First Monday in September  
Veteran's Day, November 11  
Thanksgiving Day, Fourth Thursday in November  
Friday after Thanksgiving  
Christmas Eve Day, December 24  
Christmas Day, December 25  
New Year's Eve Day, December 31

Provided that he/she meets all of the following eligibility rules.

- B. Alternative Days.** If one of the holidays listed above should fall on a Sunday, the next Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, the previous Friday shall be observed as a holiday, except for employees assigned to seven-day operations, who will celebrate the actual legally observed date of the holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve and New Year's Eve Day will be observed on the previous Thursday.
- C. Temporary, Substitute, and Part-Time Employees.** Temporary, Substitute, and Limited Part-Time employees are not entitled to holiday pay. Regular Part-Time employees are entitled to holiday pay for the number of hours they would have been scheduled to work on the holiday.
- D. Holiday Pay.** All eligible employees shall receive holiday pay at their current rate of pay whether or not they are required to work on the holiday.
- E. Holiday Eligibility.** Employee eligibility for holiday pay is subject to the following conditions and qualifications:

1. The employee must have otherwise been scheduled to work or to be on an approved paid leave of absence on such day if it had not been observed as a holiday.
2. The employee must work the last scheduled workday before and the first scheduled workday after the holiday unless either of those days has, prior to the holiday, been approved by the Department Head as paid leave of absence.
3. The employee must not be on layoff, disciplinary suspension, or unpaid leave of absence.

**F. Premium Pay.** Regular Full-Time and Regular Part-Time employees classified as non-exempt according to FLSA who are required to work on a holiday shall receive in addition to holiday pay, time and one-half their current hourly rate for all hours worked. Said time shall be approved in advance by the County Administrator or Elected Official. Temporary, Substitute, and Limited Part-Time employees are paid straight time for hours worked on a holiday.

**SECTION 2. PAID TIME OFF:**

**A. Purpose.** The purpose of Paid Time Off (PTO) is to provide an employee with the opportunity to take time away from work without loss of compensation. The PTO Program replaces separate accruals of vacation and sick leave, effective February 16, 2016. It is an inclusive time off program intended for use in connection with vacations, illnesses, personal business, family care, and other needs which may require time off from work.

**B. Accrual of PTO.** Each Regular Full-Time employee shall accrue at the rate of two (2) days per month. A new employee will accrue PTO the first month if the employee's first day was on or before the 15th of that month. Additional PTO days will be awarded on employees' anniversary date and will accrue according to the following schedule. Regular Part-Time employees accrue PTO on a prorated basis based on a 2080-hour work year. Temporary, Substitute, and Limited Part-Time employees do not accrue PTO Time.

<u>Year From Date of Hire</u>	<u># Of Additional Days Per Year</u>
6 through 10	2 days (16 hours)
11 through 15	4 days (32 hours)
16 through 20	6 days (48 hours)
21 & over	8 days (64 hours)

Employees will earn PTO for scheduled hours when absent from work in connection with: PTO, holidays, furlough days, paid leave of absence, bereavement leave, and jury duty. Employees will not earn PTO for scheduled hours when absent from work in connection with excused or unexcused absences without pay, including unpaid leaves of absence;



salary continuation for short-term disability; worker's compensation leaves; or long-term disability leaves.

**C. PTO Accumulation Limits.** The maximum accumulation of PTO is limited to two hundred forty (240) hours or thirty (30) days that can be carried forward from one calendar year to the next. A maximum of two hundred and forty (240) hours or thirty (30) days of an employee's unused PTO balance may be converted to cash upon termination, retirement or death at the employee's current rate of pay.

Employees whose PTO balance exceeds 240 hours as of December 1, 2017, shall be paid for hours in excess of 240 at a rate of 80% of employees' rate of pay on December 1. Payment shall be made by December 31, 2017. After January 1, 2018, employees whose account balances exceed their carry forward limit at the end of the calendar year will forfeit all hours in excess of this limit.

In the event of an employee's death, payment for up to 240 hours of the accrued, unused PTO shall be paid to the employee's designated beneficiary (designated beneficiary is the same as retirement beneficiary).

**D. PTO Scheduling.** To the extent possible, PTO is to be requested and approved by the Elected Official or Department Head in advance. In the event of illness or emergency preventing the employee from requesting PTO in advance, the unit member must notify the Elected Official or Department Head no later than the start of the shift and obtain approval for unscheduled time off. Except for reserved time set forth in the FMLA provisions of this Agreement, employee carrying PTO balances may not opt to take excused absences/leave without pay in lieu of PTO for purposes of saving accrued PTO time.

If a PTO is requested and approved for an illness or injury, the respective Elected Official or Department Head may require each employee requesting or returning from more than three (3) days absence to file with said Elected Official or Department Head the following: A physician's statement of the condition of the employee relative to ability to perform the duties of his/her position, diagnosis and other relevant information pertaining to the employee's condition. Requests by the County for medical information or medical examinations shall be limited to the extent permitted by law.

The Human Resources Office will properly notify the respective Elected Official or Department Head and the employee when an employee's accrued PTO has been depleted and it shall be the obligation of the employee to request a leave of absence if one is desired. Failure to request such leave after proper notification may result in termination of employment.

**E. Transfer of PTO.** Upon written authorization by the Elected Official or Department Head to the payroll clerk, employees may voluntarily transfer PTO time to another employee. Said transfer shall only take place if both of the following criteria are met:

1. The employee receiving the donated PTO time has one of the following situations:
  - When an exposure to a contagious disease would endanger the health of others by attendance of work. A physician's statement recommending absence from work shall be required.
  - An employee's illness or injury. A physician's statement recommending absence from work shall be required.
  - PTO may be used for doctor and dentist appointments, as well as illness in the employee's immediate family. Documentation may be required.
2. The employee receiving the donated time has exhausted all of their accumulated, unused paid time off.

Said written authorization must have the signatures of the employee(s) agreeing to transfer the PTO hours and the specific number of hours they are willing to transfer. PTO hours transferred to one employee during a rolling two-year period shall not exceed 160 hours. Both parties agree that this transfer program is solely managed by Department Head or Elected Official, and that the payroll clerk's only activity is to perform the transfers as directed by the unit.

### **SECTION 3. ACCRUED PAID TIME OFF:**

PTO shall continue to accrue only during the first three hundred sixty-five (365) calendar days of an approved paid medical leave of absence. Paid medical leave of absence is defined as being on the County active payroll, including on approved PTO, compensatory time, or on worker's compensation leave. PTO will not accrue during an approved but unpaid leave of absence, unpaid medical leave, or on long- or short-term disability leave, unless coverage is required by law.

### **SECTION 4. BEREAVEMENT LEAVE:**

**A.** A Regular Full-Time or Regular Part-Time employee will be allowed an absence of three (3) days with pay as funeral leave not to be deducted from sick leave for the death of any member of his/her immediate family. Immediate family is defined as follows: Mother, Father, Sister, Brother, Wife, Husband, Son, Daughter, Mother-in-law, Father-in-law, Grandparents, Grandchild, Brother-in-law, and Sister-in-law. One (1) day shall be granted for the death of an aunt or Uncle. Two (2) additional days shall be allowed in cases in which the deceased is a member of the employee's household. One (1) extra day shall be allowed in cases in which the deceased resided out-of-state and funeral services are held outside of the State of Michigan. The Employer is to be notified as soon as possible of a death in the family and the extent of the expected absence.

- B. Employees Excluded.** Paid funeral leave is not authorized for other than Regular Full-Time or Regular Part-Time employees; provided, however, Elected Officials/Department Heads may excuse other employees and reschedule them to make up the time.
- C. Extension.** Additional bereavement leave may be granted without pay or from accumulated PTO time due to exceptional circumstances. Such extensions must be approved by the Elected Official/Department Head.
- D. Employee Funeral.** With the permission of the County Administrator and the appropriate Elected Official, a County office/department may close during the funeral of an employee of that office/department if the funeral is in the immediate area.
- E.** An employee excused from work under this Section shall receive the number of wages he/she would have earned by working during straight-time hours on scheduled days of work for which he/she is excused. Time paid will be counted as hours worked for purposes of overtime. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his/her immediate family (as defined in this Section). Time off work will be granted only when it is consistent with this purpose.

## **SECTION 5. WITNESS AND JURY DUTY:**

### **A. Jury Duty.**

1. An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the County on those days when the employee actually sits as a member of a jury an amount equal to the difference between the amount of wages (excluding shift premium) the employee otherwise would have earned by working during straight-time hours for the County on that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.
2. The Employer's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any calendar year. Additional time may be granted at the discretion of the County in unusual situations.
3. In order to receive payment, an employee must give the County prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. If an employee is released from jury duty part way through the day, the employee shall then report for work as promptly as possible.
4. Fringe benefits will continue to be earned while employees are on jury duty.

5. This policy applies only to Regular Full-Time or Regular Part-Time employees.
6. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

**B. Subpoenaed Witness.**

1. An employee who is being subpoenaed as a witness in court for County business matters on behalf of the County (other than as a criminal defendant), or in relation to litigation in which the County is not a party, but the employee's testimony directly relates to the employee's job duties, shall be granted a paid leave of absence to testify.
2. Employees who are subpoenaed as a witness in a trial not related to their job duties shall use PTO.
3. Employees will be paid at their regular salary in the case of leaves under Section B (1) above and should turn over all fees received as a witness to the County. However, the employee may keep any mileage reimbursement.
4. Employees are expected to be at work during all hours when not serving as a witness.

## **SECTION IV OTHER LEAVES OF ABSENCE**

### **SECTION 1. LEAVES OF ABSENCE - GENERAL:**

All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of the leave requested.

Except where specified, leaves of absence shall be without pay. The employee who is on an unpaid leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Employer about maintaining at his/her own expense the employee group life insurance and hospitalization and medical insurance, during this period, unless the employee is off on Family and Medical Leave pursuant to the policies adopted by the Employer under Section 2, below. Time spent on leave of absence shall be included as continuous length of service, except leaves taken by probationary employees.

All leaves of absence must be approved by an employee's Elected Official/Department Head and cleared through the County Administrator. When granted a leave of absence the employee commits himself/herself to returning to work immediately at the end of the leave. If an employee fails to return to work immediately at the expiration of a leave of absence, or extension thereof, the failure to return shall be considered a resignation from County employment. Employees shall be returned to their former classification and shift upon return from an approved leave of absence, providing their seniority allows, unless otherwise mutually agreed upon. Where the approved leaves of absence exceed six (6) months, and the employee cannot be returned to his/her previous position, he/she will be returned to a comparable position for which he/she is qualified.

### **SECTION 2. FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE:**

**A. FMLA Leave.** An eligible employee who has completed twelve (12) months of employment and has worked at least 1250 hours in the past twelve (12) months may request an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period measured forward from the date the employee's FMLA leave first begins. The request should be in writing, must give the reason for the request and must give the expected duration of the leave. The leave may be taken for the following reasons:

1. A serious health condition that makes the employee unable to perform the functions of his/her position.
2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition.
3. Because of the birth of a child of the employee, and in order to care for the child within twelve (12) months of the child's birth.

4. Because of the placement of a child with the employee for adoption or foster care, and in order to care for the child within twelve (12) months of the child's placement.

Unless leave is taken for the employee's own serious health condition or that of his or her child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to twelve (12) months.

**B. Intermittent Leave.** Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule. If medically necessary, leave for the employee's serious health condition or to care for a seriously ill spouse, child, or parent, may be taken intermittently or on a reduced leave schedule.

**C. Substitution of Paid Leave.** An employee is required to use all accrued PTO leave time prior to going on any unpaid FMLA.

**D. Scheduling and Notice by Employees.** When leave is taken for the birth or placement of the employee's child or to care for the child within twelve (12) months of the child's birth or placement, and the leave is foreseeable based on the expected birth or placement, the employee must provide not less than thirty (30) days' notice before the date the leave is to begin. However, if the date of the birth or placement requires the leave to begin in less than thirty (30) days, the employee must provide such notice as is practicable. When leave is taken for the employee's serious health condition, or to care for a seriously ill spouse, child or parent, and the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations and must provide not less than thirty (30) days' notice before the date the leave is to begin. If the date of treatment requires leave to begin in less than thirty (30) days, however, the employee must provide such notice as is practicable.

**E. Medical Certification.** When leave is taken for the employee's serious health condition, or to care for a seriously ill spouse, child or parent, the Employer may require certification issued by the health care provider of the employee or of the spouse, child, or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time. For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:

1. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.

2. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
3. When leave is taken to care for a seriously ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.

**F. Second/Third Opinions and Re-Certification.** The Employer may require, at its own expense if not covered by insurance, a second medical opinion from a health care provider designated by the Employer, but not employed on a regular basis by the Employer. In the event of a dispute concerning the second certification, the Employer may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and Employer must agree on the selection of the third health care provider whose opinion is binding on both parties. The Employer may require that the employee obtain subsequent re-certification on a reasonable basis.

**G. Benefits During Leave.** The Employer will continue to pay the Employer's portion of an employee's health insurance premiums for an eligible employee during the period the employee is on leave for any of the reasons under FMLA Subsections 1-4 of paragraph A above. The employee shall be responsible to pay his/her portion, if applicable, of health insurance premiums during the period the employee is on leave for any of the reasons under FMLA Subsections 1-4 of paragraph A above. If an employee's health insurance premium payment is more than thirty (30) days late, the Employer upon fifteen (15) days' notice to the employee may cease to continue the employee's health insurance coverage if the employee does not pay his/her portion of health insurance premium prior to the specific time. The Employer may recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the Employer maintains health coverage by paying the employee's share after the premium payment is missed. In all other circumstances, the Employer will not continue to pay health insurance premiums for an employee on an unpaid leave of absence. The employee may continue insurance coverage at his/her own expense during any unpaid leave of absence. The employee will not accumulate PTO nor be paid for the holidays which may fall during the period of unpaid leave. If the employee fails to return after the leave has expired due to circumstances within the employee's control, the Employer may recover from the employee any premiums which the Employer paid to maintain medical coverage during the leave.

**H. Return Rights.** Upon return from a leave taken for a reason listed under FMLA Subsections 1-4 of paragraph A above, the employee will be returned to his/her former position or to a position equivalent in pay, benefits, and other terms and conditions of employment. In all other circumstances, the employee is not guaranteed that he/she will be restored to his/her former position or to an equivalent position. The decision will be at the discretion of the Employer.

- I. Servicemember FMLA.** The FMLA now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Servicemember FMLA"). This policy supplements the County FMLA policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Servicemember FMLA Leave are governed by our existing FMLA policy. Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:
1. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
  2. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.
- J. Duration of Servicemember FMLA.** *When Leave Is Due To a "Qualifying Exigency":* An eligible employee may take up to 12 work weeks of leave during any 12-month period. *When Leave Is To Care for an Injured or Ill Service Member:* An eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

### **SECTION 3. EXTENDED LEAVE FOR ILLNESS OR INJURY:**

- A.** An employee with seniority of one (1) year or more shall be granted a leave of absence without pay and benefits for a reasonable stated period of time up to thirty (30) days by their Elected Official/Department Head because of illness or injury following the exhaustion of paid leaves accumulated and all time off for Family and Medical Leave. Additional unpaid leave because of illness or injury beyond thirty (30) days may be granted by the Board of Commissioners upon the recommendation of the Elected Official/Department Head and the County Administrator. However, a leave shall not exceed one (1) continuous year in length from the date of the initial absence, whether initially a paid or unpaid leave, nor more than sixty (60) weeks in any two (2) year time frame. A request for extended leave shall be accompanied by a licensed physician's written certification as to the necessity and anticipated length of the requested leave. A pre-requisite for reinstatement from a leave for illness or injury is that the employee presents a written certificate from a licensed physician verifying that he/she is capable of returning to work.
- B.** The Employer reserves the right, at its expense if not covered by insurance, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's



physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

#### **SECTION 4. MILITARY SERVICE LEAVE OF ABSENCE:**

**A. Military Leave.** Employees who enter military service including extended active duty in the regular Armed Forces of the United States, National Guard or Reserves shall be granted a military leave of absence in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and other applicable federal or state laws, as amended, whether such entry was voluntary or involuntary. Upon the employee's return from active duty, he/she will be reinstated to the same seniority, status and pay as if no interruption in employment had occurred if proper and timely application is made for re-employment.

**B.** Requests for a leave of absence for active military service leave are to be submitted by the employee to his/her Elected Official/Department Head at least thirty (30) days in advance of the date the leave is to commence, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

**C. Leave for Reserve/National Guard Duty.** Employees who are called to active duty for training such as summer encampments or individual training will be given the necessary time off whenever possible.

1. A Regular Full-Time Employee may participate in military training for a maximum of two (2) calendar weeks in any one (1) calendar year without loss of seniority, fringe benefits or vacation time.
2. The employee will be paid by the County the difference between the amount received for training (excluding travel pay) and his/her salary up to a maximum of ten (10) workdays in any one (1) calendar year if his/her military pay is less than his/her pay from Gratiot County.
3. A Part-Time employee who is called for emergency duty with the Reserve or the Michigan National Guard shall be paid his/her full salary for a period not to exceed five (5) working days.
4. No pay will be granted for time off other than that specified in official orders calling the employee to active duty for training or emergency duty. A copy of the official orders must be furnished to the Human Resources Office by the employee.

#### **SECTION 5. UNPAID PERSONAL BUSINESS ADMINISTRATIVE OR SPECIAL LEAVE:**

**A.** An employee who has been employed by the County for at least one (1) year shall have the right to make written application for leave of absence without pay for a period

of up to thirty (30) consecutive days, for personal reasons of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the Elected Official/Department Head. If the leave is granted, seniority shall be retained and accumulated during the period of leave. The employee will not accrue any vacation or sick leave time. The employee is responsible to maintain at his own expense the employee group life insurance, hospitalization and medical insurance during this period.

- B.** Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed twelve (12) calendar months by the Board of Commissioners upon the recommendation of the Elected Official/Department Head and the County Administrator. However, a leave shall not exceed one (1) continuous year in length from the date of the initial absence, whether initially a paid or unpaid leave. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.
- C.** An employee returning from an unpaid leave under the provisions of this section shall contact the Elected Official/Department Head and the County Administrator thirty (30) days prior to the expiration of such leave and efforts will be made to place the employee in a position comparable to that held prior to the leave being granted.
- D.** If the employee has not been reinstated twelve (12) months after the commencement of the leave, employment status will be terminated.