

Kalamazoo County Consolidated Dispatch Authority



EMPLOYEE HANDBOOK

Human Resource Policies and Work Rules

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ACKNOWLEDGEMENT

SECTION 1.0 General Principles

Section 1.1. Application of Personnel Rules and Regulations.

The non-economic policies contained in this Personnel Policies Manual apply to all Kalamazoo County Consolidated Dispatch Authority (the "Authority") employees. However, to the extent that the non-economic policies of this manual conflict with or differ from the express provisions of any existing Authority collective bargaining agreement or written employment agreement, the provisions of the collective bargaining agreement or written employment agreement shall control as applicable. The economic provisions of this manual are not applicable to any employee or group of employees that is now or shall hereafter be included in a union bargaining unit or covered under a collective bargaining agreement.

This manual should not be construed as creating a contract between the Authority and any of the applicable employees. Benefits and policies outlined in this manual may be added to, expanded, reduced, deleted or otherwise modified by the Authority and any such modifications in the manual shall be solely within the discretion Authority. The interpretation and operation of the benefits noted herein are also within the sole discretion of the Authority. The Authority 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. In addition, operating requirements of the dispatch center require the issuance of rules and regulations to further govern the conduct and performance of employees. Such rules and regulations (including to, but not limited to, standard operating procedures), when approved by the Executive Director, shall have the same force and effect as the rules and regulations contained in this manual.

Employees are required to have knowledge of, and adhere to, the policies and procedures of the Authority; including the policies in this manual, as such policies or procedures are updated from time to time.

No person/representative of the Authority, other than the Authority Board, 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. The employees covered under this manual are employees at will. Their employment and compensation can be terminated with or without cause. An employee cannot rely upon custom or prior practice. The fact that these policies may have been applied differently in the past does not affect their current or future enforcement.

Section 1.2. Equal Opportunity And Reporting Discrimination Or Harassment.

1.2.1 Equal Employment Opportunity

The Authority is an equal opportunity employer and will not discriminate unlawfully with regard to religion, race, color, national origin, age, sex, height, weight, marital status, veteran status,

disability or other status protected by law. This policy applies to all aspects of the employment relationship, including recruitment, selection, training, assignment, compensation, benefits, discipline and terms and conditions of employment, as well as access to programs and activities. Disabled employees who feel accommodation is needed to perform their job must notify the Executive Director in writing of the need for reasonable accommodation within 182 days after the date the employee knew or reasonably should have known that an accommodation was needed. Failure to properly notify the Authority will preclude any claim that the Authority failed to accommodate the disabled employee. The Authority will make accommodations as required by law and which do not pose an undue hardship on the Authority.

1.2.2 Policy Against Workplace Harassment

The Authority is committed to providing a professional work environment free of unlawful harassment. Harassment in the workplace based upon race, creed, color, sex, age, national origin, religion, marital status, height, weight, disability, or any other protected status will not be tolerated, whether committed by or directed toward co-workers, supervisors, vendors/consultants, or those persons receiving services from the Authority. The Authority expects that all interpersonal relationships relating to Authority business will be conducted in a professional, mature and responsible manner.

The Authority is committed to taking steps to assure that employees, as well as the people we serve, are not required to endure inappropriate or illegal treatment. No one has the right or authority to subject anyone else to unlawful discrimination or harassment. The Authority will act to end any unlawful discrimination or harassment and to prevent its recurrence.

Prohibited forms of harassment include, but are not limited to:

1. Degrading, threatening, or demeaning conduct or comments of a sexual nature or relating to a person's race, color, religion, gender, national origin, age, height, weight, marital status, veteran status, protected disabilities or other factors prohibited by law
2. Conduct of a sexual nature such as unwelcome sexual advances, touching, requests for sexual favors, etc.
3. Making or threatening to make employment decisions or service decisions about a person on the basis of the person's race, color, religion, gender, national origin, age, height, weight, marital status, veteran status, or protected disabilities or on the basis of that person's accepting or rejecting sexual advance, granting sexual favors, tolerating prohibited conduct, etc.
4. Conduct or expressions that exhibit hostility or disrespect toward an individual or group because of race, religion, national origin, color, gender, age, marital status, height, weight, disability or any other protected classifications

5. Retaliating or discriminating in any way against any employee or citizen for making a good faith complaint or report about any conduct prohibited by this policy or applicable law or regulation, or for opposing any conduct prohibited by this policy or applicable law or regulation, or for cooperating in an investigation under this policy or applicable law or regulation.

The best way to prevent unlawful discrimination and harassment is for everyone at the Authority to treat their co-workers and the citizens we serve with respect and dignity.

1.2.3 Employee Reporting Procedure For Harassment And Discrimination

Anyone who is subjected to any conduct which they believe is prohibited or inappropriate may (but not required) to immediately inform the offending person that the conduct is inappropriate, unwelcome, offensive and must be stopped.

Any employee who is subjected to or observes illegal harassment or discrimination must immediately report the incident, in writing, to the Executive Director. If the individual does not feel comfortable with Executive Director, the individual should feel free to bypass the Executive Director and file a written complaint with the Chair of the Authority Board. If an employee has any questions regarding the reporting of such matters, they should contact the Executive Director or the Chair of the Board.

The Executive Director (or the Chair of the Board of Directors) will promptly take steps to initiate an impartial investigation. To the extent possible, the investigation which will be conducted in a manner calculated to keep the complaint as confidential as possible. However, disclosure is permissible when necessary to the investigation and a resolution of the matter. All Authority personnel will be expected to cooperate fully in an investigation, and may be directed to keep the matter confidential until the investigation can be completed. Refusal to cooperate in an investigation, or to honestly provide requested information, or to maintain confidentiality, may result in disciplinary action. The Authority will take steps to assure that there is no retaliation against anyone for initiating a good faith report or complaint, or for cooperating in an investigation.

Any employee who is found to have engaged in unlawful discrimination or harassment will be subject to disciplinary action, up to and including discharge. The nature of the discipline will depend upon the circumstances of each case.

If a report of discrimination or harassment prohibited by law is made in good faith, the Authority will protect the reporting individual from retaliation or any other detrimental impact on his or her employment. Disciplinary action, up to and including discharge, will be taken against anyone who attempts such retaliation. Employees who become aware of complaints or investigations of harassment are expected to refrain from unnecessary and unprofessional discussions with co-workers concerning the individuals involved; as such discussions may themselves be a form of retaliation.

Section 1.3. Personnel Records.

Personnel files are maintained for all employees in the Authority Administrative Office. Employees are required to advise the Executive Director in writing of their current address, telephone number, name, marital status, and the names, addresses and Social Security numbers of their dependents as well as any changes in this information. Employees desiring personnel information released to outside parties shall provide a signed authorization to the Executive Director. Employees may review the contents of their personnel files upon request to the Executive Director, provided the Executive Director, or his/her designee, is present during the review. Employees may not remove items from their personnel file.

Section 1.4. Background Checks and Disclosing Certain Criminal Information.

All employees shall fully disclose to their supervisor any criminal felony arrests or convictions or work-related misdemeanor convictions. The Employer may, at its cost, conduct a criminal history search periodically on any employees when required to insure compliance with grants, licensing requirements, performance standards or as otherwise necessary to assure the operations and public confidence in the mission of the Authority.

Section 1.5. Safe Workplace Policy

The Authority strictly prohibits and will not tolerate any threatened or actual workplace violence. This includes, but is not limited to, any of the following conduct in or around the work environment:

- Threatening injury or damage against a person or property;
- Fighting or threatening to fight with another person;
- Threatening to use a firearm or any other weapon;
- Having unauthorized possession of a firearm or any other weapon while on Authority premises or Authority business;
- Abusing or injuring another person;
- Abusing or damaging property;
- Using obscene or abusive language or gestures in a threatening manner;
- Raising voices in a threatening manner;
- Bullying defined as persistent, malicious, unwelcome, severe and pervasive mistreatment that which is intended to intimidate and creates a risk to the health and safety of the employee, whether verbal, physical or otherwise, at the place of work and/or in the course of employment;
- Harassing behavior inconsistent with normal work relationship or stalking.

Because of the potential for misunderstanding, joking about any of the above misconduct is also prohibited.

Any person who exhibits unsafe behaviors will be removed from Authority premises as quickly as safety permits, and shall remain off Authority premises pending the outcome of an investigation. Employees will cooperate in all investigations, and a failure to cooperate may

result in a disciplinary action, up to and including discharge. If the investigation substantiates that a violation has occurred, the Authority will take immediate corrective action. Corrective action may include immediate discipline, up to and including termination, at the Authority's sole discretion. Additionally, the Authority may, in its discretion, pursue any criminal or civil remedies which may be available.

All employees, temporary employees, contractors and any other personnel are responsible for notifying the Authority of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Any violations of this policy should be immediately reported in writing to the Executive Director or other available supervisory employee.

Section 1.6. KCCDA Staffing Levels.

Staffing levels will be determined by management and may vary depending upon call volume, number of units on duty, and other factors relating to operational needs.

SECTION 2.0 General Information

Section 2.1. Employment of Relatives (Nepotism).

No relative of any member of the Board of Directors of the Authority shall be employed in a position with less than two supervisory levels from a direct reporting relationship to the Board of Directors. For the purposes of this provision, a "relative" is defined as a parent, foster parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, cousin, in-law or step relative, or any person with whom the employee has a close personal relationship (i.e. a relationship between individuals who have or have had a continuing relationship of a romantic, intimate or co-habitation nature including, but not limited to, a domestic partner).

Relatives or any person with whom an employee of the Authority has a close personal relationship are not permitted to be in positions that have a reporting responsibility to each other of less than three supervisory levels apart, as authorized by the Executive Director or the Board of Directors.

- A. Individuals will not be hired, promoted, demoted, or transferred into a position that would create a conflict in KCCDA policy. If employees become relatives, significant others, or members of the same household, and the employees have a reporting responsibility to each other less than three supervisory levels apart, the supervisory employee is required to inform management of the relationship. The employees will have 60 days from the creation of the conflict to resolve the situation on their own.

After 60 days, if the employees have not resolved the situation on their own by means such as a transfer or employment, the employee's supervisors will work with management to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.

- B. If there is a situation where an action of KCCDA, such as reduction in workforce, results in an involuntary circumstance where two close relatives, partners, or members of the same household have a reporting responsibility to each other less than three supervisory levels apart, one of the employees will be reassigned within 60 days. During those 60 days, the supervisory employee will not have involvement or direct input in the employment decisions relating to the other employee.

Any exceptions to this policy will be made on a case-by-case basis, not to be considered precedence for establishing practice, and must be approved in writing by the Executive Director. In any case where an exception is made, the affected supervisor in the reporting relationship must recuse himself/herself from performance and discipline issues related to the other employee and be replaced by one of his/her peers.

Section 2.2. Supervisory Employee Dating Prohibition

Supervisory employees are prohibited from engaging in a dating, romantic or intimate relationship with subordinates or any other Authority employee and a supervisory employee may be disciplined for such conduct, up to and including discharge.

Section 2.3. Job Classifications and Descriptions.

Written job descriptions will be maintained for all job classifications. Each job description will include a classification title, a general statement of normal duties and responsibilities, a listing of the position's essential functions, and a statement of the qualification requirements of the position.

Section 2.4. Categories of Employment.

In addition to an employee's job classification, employees are also categorized as follows:

- A. Regular full-time employee: A regular full-time employee is an employee who is budgeted to regularly work between thirty (30) and forty (40) hours per week (or eighty (80) hours bi-weekly) on a regular schedule in a position classified by the Authority as permanent or indefinite. Regular full time employees are eligible for all benefits offered by the Authority, subject to specific eligibility requirements applicable to the various benefits.
- B. Regular part-time employee: A regular part-time employee is an employee who is budgeted for a regular schedule of work of less than thirty (30) hours. Except as required by law, regular part-time employees are not eligible for benefits offered by the Authority, unless the benefit is expressly stated as being available to part-time employees.

- C. Temporary employee: A temporary employee is an employee who is hired for a limited duration or for the performance of one or more specific projects, where such employment is not classified as permanent. Temporary employment may be full time or part time. Except as required by law, temporary employees are not eligible for employment benefits from the Authority.
- D. Exempt and Non-Exempt Employees: Positions will be classified as “exempt”, or “non-exempt”. The determination as to exempt or non-exempt status will be made by the Authority based upon the actual duties of the position as applied to the standards set forth in the Fair Labor Standards Act. Those full-time employees who are considered executive, administrative and professional, or computer employees and are in classifications exempt from the overtime provisions of the Federal Fair Labor Standards Act are not entitled to overtime or compensatory time. Non-exempt employees are entitled to overtime or, in the discretion of the Authority and under the terms and conditions set forth in this manual, compensatory time.
- E. Dispatch Center Staff and Administration: All classifications will be categorized in one of two categories - Dispatch Center Staff or Administration. Dispatch Center Staff shall consist of Emergency Communications Officer I, Emergency Communications Officer II, and Dispatch Supervisors assigned or performing work as Shift Supervisors. Administration shall consist of Dispatch Supervisors assigned to Training and Quality Assurance, IT/Systems Administrator, Executive Administrative Assistant, Deputy Director, and Executive Director

2.4.1 Salary Basis Policy for Exempt Employees

The Fair Labor Standards Act (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 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 a minimum per week amount fixed by the government. 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.

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 workweek in which the employee performs any work, regardless of the number of days or hours worked.

If the Authority were to make deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee may be deemed not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from pay are permissible when an exempt employee:

- A. Does not perform any work during a workweek;
- B. 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;
- C. To offset amounts employees receive as jury or witness fees or for military pay;
- D. 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 Authority's harassment, drug and alcohol, safe workplace and workplace violence policies or such other work rule of major significance. This does not include merely performance issues such as absenteeism and tardiness;
- E. An employer is not required to pay the full salary in the initial or terminal week of employment;
- F. For penalties imposed in good faith for infractions of safety rules of major significance; or
- G. For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

In these circumstances, either partial day or full day deductions may be made.

2.4.2 Authority Improper Docking Policy and Complaint Procedure

It is the Authority's policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all 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 Authority does not allow deductions that violate the FLSA.

If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Executive Director. 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.

Section 2.5. Supplemental And Outside Employment.

No regular full-time employee shall hold a full-time job, or its equivalent, in addition to their regular Authority employment. Supplementary part-time employment is not encouraged, but is permitted under the following circumstances:

- A. Supplemental employment must not be engaged in utilizing Authority facilities, equipment, or supplies; or using other Authority personnel while on the Authority payroll.
- B. Supplemental employment must not be engaged in during an employee's regularly scheduled hours.
- C. The supplemental employment must not cause any incompatibility, conflict of interest, the appearance of a conflict of interest, or interfere in any way with the satisfactory performance of the employee's Authority duties, including availability for call in or overtime work assignments.

Employees desiring to engage in supplemental employment must apply in writing to the Executive Director specifying the nature of the employment, the employer, the approximate number of hours and schedule to be worked in a given work week, and the nature of the duties to be performed. The Executive Director will inform the employee in writing whether the supplemental employment is approved or would constitute a violation of this policy. After supplemental employment has been approved, if the Executive Director determines that circumstances have changed and the supplemental employment violates this policy, the employee shall resign either the supplemental employment or their position with the Authority. All approvals of supplemental employment are subject to periodic review by the Executive Director.

Section 2.6. Anniversary Date.

A regular full time employee's anniversary date is the most recent date upon which the employee commenced full time work for the Authority, and the same date thereafter in succeeding years. The anniversary date may be adjusted to reflect time spent on extended unpaid leaves of absences (this provision shall not be applicable to Military Leaves controlled by USERRA), layoffs which exceed one year, or any termination of the employment relationship.

Section 2.7. Classification Seniority

Classification seniority means seniority based on the time served in a job classification with the same employment status (full-time or part-time). For the purpose of this section, full-time and part-time employment is considered separate sub-classifications; not the same job classification. An employee's classification seniority shall commence on the first day of work in a job classification and shall include continuous service in a higher-ranking position if the employee is demoted and/or requests and accepts voluntary demotion. The application of classification seniority shall be limited to the preferences and benefits specifically identified in KCCDA's policies and as determined by the Executive Director.

In the event two or more employees have the same classification seniority date, the employer shall consider the employees' anniversary date as the first tie-breaker. If multiple employees are still the same, classification seniority will be determined by alphabetical order of surnames.

Classification seniority shall not be considered interrupted because of the merger of two or more job classifications into one classification. Classification mergers include instances where the duties of one (1) classification has substantially taken over the duties of another classification. In the event of classification merger, employees whose jobs have been merged into the new classification shall retain their classification seniority in the event they are offered the new classification.

Section 2.8. Performance Evaluations.

The performance of all employees shall normally be evaluated in accordance with the following schedule:

- A. First year of regular full time employment: End of sixth and twelfth months of employment
- B. For employees who have been transferred or promoted within the Authority: End of sixth and twelfth months in their new position
- C. All other employees: Their anniversary date

A special evaluation of an employee's performance may be directed at any time by the Executive Director or Deputy Director.

Section 2.9. Termination of Employment.

The employment relationship with employees of the Authority is "at will" and is subject to termination with or without cause by the employee or the Authority. Employees who resign or retire shall notify the Executive Director in writing at least two (2) weeks prior to the effective date of the resignation or retirement if an employee is to receive accrued vacation time and make arrangements for the return of any Authority equipment in their possession on or before their last day of work. Failure to provide two (2) weeks notice will result in loss of banked but unpaid vacation time. Managerial and professional employees, should they decide to leave employment, must notify their the Executive Director in writing thirty (30) days in advance in order to be eligible for their unpaid banked vacation. The Executive Director will normally schedule an exit interview with employees who leave Authority employment. The final paycheck for employees who leave Authority employment will be issued on the first regularly scheduled payday following termination of employment.

SECTION 3.0

Hours of Work and Compensation

Section 3.1. Work Week.

The work week for some non-exempt employees shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. Where permitted by law, the workweek non-exempt dispatch and supervisory employees shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on the Saturday fourteen days thereafter.

Section 3.2. Hours of Work.

The regular work hours of all Authority employees shall be determined by the Executive Director. An employee's normal hours of work shall consist of eighty (80) hours of work in a period of fourteen (14) consecutive days.

A normal work day commencing from the start of the employee's regularly scheduled shift shall consist of twelve (12) consecutive hours of work, or of ten (10) consecutive hours of work, or of eight (8) consecutive hours of work, in a twenty-four hour period, at the discretion of the Executive Director to ensure the effective operation of the Center.

Nothing contained herein shall be construed to constitute a guarantee of any particular number of hours of work or pay per day or hours of work or pay per week. The Authority may change the normal work week and workday whenever the Executive Director determines that operating conditions warrant such changes.

From time to time, employees will be "assigned" work hours in addition to their normative schedule. Once assigned, these work hours immediately become part of the employee's "regular scheduled hours".

Section 3.3. Work Schedule.

The work schedule of all Authority employees shall be determined by the Executive Director and/or Deputy Director. The Executive Director or Deputy Director may change the normal work schedule whenever he/she determines that operating conditions warrant such changes.

Section 3.4. Pay Periods.

Employees will be paid every other Friday; on a bi-weekly basis. Paychecks will cover a two-week period which starts Sunday and ends on the Saturday preceding the pay day. The Authority may require employees to use direct deposit or a payroll debit card in compliance with the Michigan Wage and Fringe Benefit Act. If payment of wages by direct deposit or payroll debit card is required by the Authority, the Authority will provide a written form to each employee to select debit card or direct deposit (and for the employee to provide account information for the direct deposit). With the exception of employees who currently are paid by direct deposit, an

employee's failure to return their selection form within 30 days with the requisite account information shall result in payment by debit card. In addition, the Authority shall provide the following disclosures concerning the payroll debit card:

- Terms and conditions of use, including a detailed list of fees associated with the card;
- Means of accessing wages without cost
- Notice that use of card outside of an ATM network may result in additional fees
- Instruction on making balance inquiries at no cost
- The right to elect to be paid by direct deposit rather than a debit card
- Notice that the payroll debit card does not provide access to a checking or savings account

The Authority withholds Federal Income Tax, State Income Tax, Federal Social Security Tax, Federal Medicare Tax, employee contributions to the Authority Retirement Plans, court-ordered garnishments and child support payments from employee paychecks in the amount and manner prescribed by state and federal law. In addition, the Authority will withhold voluntarily authorized deductions from an employee's paycheck for other programs approved by the Authority. The starting and changing of voluntary deductions must be requested on a form provided by the Administrative Office.

Section 3.5. Shift Preference & Assignments.

Employees released from training, shall be permitted to bid on shifts two (2) times per year usually corresponding to the summer months (mid-April to mid-October) and winter months (mid-October to mid-April) based on seniority. Employees bid for shifts by the date specified by the Deputy Director or Executive Director prior to the new bidding period. Attempts are made to place employees in the shift they prefer based on seniority or other needs as determined by the Deputy Director or Executive Director. Any employees who have not indicated their preference by the date specified are subject to placement at the full discretion of the Deputy Director and Executive Director.

Section 3.6. Overtime.

Overtime is both expected and mandatory. All employees are expected to work overtime and shall provide the Authority with an effective means by which the employee wishes to be contacted for such overtime. Dispatch staff personnel are subject to the dispatch center overtime management procedures as determined by the Deputy Director and Executive Director.

Section 3.7. Overtime Pay.

Non-exempt employees shall be paid one and one-half (1 ½) times their regular straight time rate of pay for all hours worked in excess of forty hours in any work week (or, where permitted by law, 80 hours in a two-week period). Time off on any paid and pre-approved (approved at

least 48 hours in advance) PTO shall be considered hours worked for the computation of such pay.

Section 3.8. Meal Periods.

Non-exempt administrative staff (excluding Dispatch Supervisors performing shift supervisor duties) working a shift of eight (8) hours or more will be allowed a one (1) hour meal period without pay. This meal period shall be at or near the midpoint of the employee's scheduled day. The timing of an employee's meal period shall be scheduled by their supervisor so as not to interfere with prompt and efficient service to the Authority and the public.

Dispatch staff personnel working a shift of eight (8) hours or more will be allowed a one-half (1/2) hour meal period with pay, at or near the midpoint of the scheduled day. The timing of the dispatch staff personnel's meal period shall be scheduled so as not to interfere with prompt and efficient service to the Authority and the public. Dispatch staff personnel remain on active duty during a meal period. Employees must keep their cell phone with them and immediately return to their station if coded or requested by their supervisor. For this reason, dispatch staff personnel are not permitted to leave the premises during this time unless authorized by his/her supervisor.

Section 3.9. Break Periods.

Employees will be allowed reasonable time to take short breaks and are permitted opportunity to consume food and beverages at their work areas during their normal work day.

At no time will employees be allowed to merge/combine/consolidate any meal or break period(s) into one or more longer break period(s). Breaks do not accumulate if not taken.

Dispatch staff personnel remain on active duty during break periods. Employees must keep their cell phone with them and immediately return to their station if coded or requested by their supervisor. For this reason, dispatch staff personnel are not permitted to leave the premises during this time unless authorized by his/her supervisor.

3.9.1 Break Times for Nursing Mothers

In compliance with federal law which requires the provision of unpaid, reasonable break time for a non-exempt employee to express breast milk, the Authority subscribes to the following policy:

All employees shall be provided a place to breastfeed or express their milk. The Executive Director can confer with the employee to designate a suitable, private location, other than a bathroom, which is located in close proximity to the employee's work area for such breaks. An employee may use her private office area for milk expression if she prefers. Employees shall be provided flexible breaks to accommodate breastfeeding or milk expression for the first year of the child's life. A non-exempt breastfeeding employee shall be provided a flexible schedule for breastfeeding or pumping to provide breast milk for her child. The time would not exceed normal time allowed for lunch and breaks. For time above and beyond normal lunch and breaks, PTO

time must be used. A refrigerator will be made available for safe storage of expressed breast milk. Employees may use their own cooler packs to store expressed breast milk, or may store milk in a designated refrigerator/freezer. Employees should provide their own containers. Those using the refrigerator are responsible for keeping it clean. Management and staff are expected to provide an atmosphere of support for breastfeeding employees.

Section 3.10. Tardiness and Absenteeism.

Non-exempt employees shall report promptly for work and remain at work until the end of the work schedule. In the event that an employee is unable to report for work, they must notify the Dispatch Center on-duty Supervisor or in their absence, an Administrator, as soon as possible but no later than two (2) hours before the beginning of their scheduled shift. This notification must be made by the employee contacting the Dispatch Center via telephone; provided, however that another individual may contact the authority on behalf of the employee in emergency situations where the employee is unable to personally contact the Authority by telephone.

Section 3.11. Inclement Weather and Other Emergencies.

Dispatch center staff personnel are considered *essential* personnel and are required to report to work as scheduled. This is especially important when inclement weather or other emergencies occur. Our work is often essential to dealing with such problems. Only the Deputy Director or Executive Director has authority to excuse an employee's tardiness or absence during a weather or other related emergency.

On very rare occasions, the Administrative Office may be closed. Only the Executive Director in consultation with the Chairperson or Vice-Chairperson of the Board of Directors has the authority to close the Administrative Offices for the day. Only the Deputy Director or Executive Director has authority to excuse administrative staff employee's tardiness or absence during a weather or other related emergency.

Section 3.12. Time Reporting.

All hourly employees are required to record their hours of work through the utilization of the appropriate time sheet or system. All exempt salaried employees are required to submit a time sheet indicating any deviation from their regular hours and the type of leave to be utilized for the period of absence.

Section 3.13. Employee Compensation.

The Authority maintains a pay range/wage scale for each job classification. An employee's regular straight time rate of pay is established by the employee's placement on the range/scale. Employees normally begin at the "start" rate and progress from step to step in the pay range upon completion of the specified period of time in that classification.

Employees who are promoted to a higher paid classification will be placed at the lowest step on that pay range which provides them with an increase in pay, and will progress from step to step in the new wage classification upon completion of the specified period of time in that classification. The Executive Director may withhold a step increase from employees whose performance has not been satisfactory. The Executive Director may initially place a new employee at advanced steps on the wage scale based upon prior experience but may not exceed step three (3) without Board approval.

The pay range for each job classification will be related to the duties and responsibilities of the position, the educational requirement for that position, the prevailing rates of pay for comparable work, increases in the cost of living, the financial condition of the Authority and other relevant considerations. The Executive Director will review these factors and make recommendations for changes to the pay ranges on an annual basis as part of the budgetary process.

All employees should routinely examine each paycheck received in a timely manner to ensure that proper payment has been made. If an employee believes an improper overpayment has been made, he/she should immediately contact his/her supervisor or the Executive Director.

Section 3.14. Shift Differential.

Employees shall receive no shift premiums or differentials.

Section 3.15. Retirement.

The Authority currently sponsors a MERS Defined Contribution retirement plan for all eligible employees. All new employees are required to participate in the Defined Contribution Plan as a condition of employment. Details of the various group plans will be provided to those eligible to participate.

In addition, the Authority currently offers employees the opportunity to participate in a MERS Deferred Compensation (457) Plan. This plan is voluntary and the Authority is not responsible for any match.

The plans are described in detail in the plan document, which is available from the Executive Director's Office. The terms of the plan document control the benefits provided thereunder and the employee's eligibility for benefits. The Authority reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. An employee's benefits are governed by the plan documents. In the event any conflict between this summary and the plan documents, the plan documents control.

Section 3.16. Work Related Expenses.

The Authority will reimburse employees for the reasonable cost of expenses incurred as a result of their official duties as an Authority employee. The type of expenses normally reimbursed include mileage at the applicable IRS rate established if employees are required to utilize their own vehicle for Authority business; transportation expenses including baggage handling costs, meals and related gratuities, and lodging if the employee is required to be out of town

overnight. Expenses that are not normally reimbursed are expenses such as entertainment, alcoholic beverages, traffic tickets, personal expenses such as laundry and valet services, and expenses relating to a spouse or a travel companion. Expense reimbursement vouchers are available in the Administrative Office. Employees will only be reimbursed if they had the prior authorization of the Deputy Director or Executive Director to incur the expense. Cash advances for anticipated reimbursable expenses may also be authorized by the Executive Director.

Section 3.17. CTO Pay

Emergency Telecommunicators that are directly assigned a trainee shall be compensated an additional \$3.00 per hour while working with and training a trainee.

SECTION 4.0
Leaves of Absence

Section 4.1. Unpaid Personal Leave.

After an employee has exhausted all paid time off benefits a regular employee that has completed over one year of employment may request an unpaid personal leave of up to thirty calendar days, The Deputy Director and Executive Director has discretion to grant an employee a personal leave of absence without pay or benefits for a period not to exceed thirty (30) calendar days. All requests shall state the reason and expected duration for the leave and must be signed by the employee. An extension of an unpaid personal leave of absence may be granted by the Executive Director, provided the extension is requested in writing prior to the termination of the original leave period and does not exceed at total 180 calendar days. No request for an unpaid personal leave of absence shall be considered approved unless such approval is in writing signed by the Executive Director. The employee's existing insurance coverages at the time of the leave will continue during the leave, provided the employee continues to timely pay their normal contribution for such coverage. An eligible regular employee who has been granted a leave may not request a subsequent leave during the same calendar year and/or until two years after expiration of the previously granted unpaid personal leave.

Section 4.2. Military Training and Duty Leave.

Employees who are active members of any reserve component of the Armed Forces of the United States or the National Guard shall be granted leave each calendar year for purposes of training or emergency duty upon request and the presentation of proper documentation. For each day, up to a maximum of ten (10) working days per calendar year, that an eligible employee serves on training or emergency duty when the employee otherwise would have worked, a regular full time employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the military pay; including all allowances. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated

vacation leave, if requested by the employee). In order to be eligible to receive paid military leave from the Authority, an employee must:

- A. Provide the Authority reasonable advanced notice of the time that the employee is required to report for the military leave;
- B. Provide the Authority satisfactory evidence that the employee completed the training or emergency duty on the days that the employee claims to be entitled to paid military leave.
- C. Provide the Authority with satisfactory evidence confirming the amount of military pay received for the period in which paid military leave is requested.

Military leave without pay is granted to employees who are absent from work because of active service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and other applicable federal or state laws. This shall include an employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions. Requests for a leave of absence for active military service leave must be submitted by the employee to his/her immediate supervisor 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. Employees who satisfy the eligibility requirements and notice requirements under USERRA are entitled to re-employment provided they make formal application for reinstatement within the applicable time period required by USERRA.

Section 4.3. Jury Duty Leave.

Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the days the employee is required by the court to serve as a juror. For each day, up to a maximum of thirty (30) days per year, that an eligible employee serves as juror on a day when the employee otherwise would have worked, a regular full time employee shall receive pay at their regular rate for their regularly scheduled hours on that day provided that the employee reimburses the Authority the jury pay the employee received from the court less amounts paid for travel and meal expenses. In order to be eligible to receive jury duty pay from the Authority, an employee must:

- A. Provide the Authority reasonable advanced notice of the time that the employee is required to report for jury duty;
- B. Provide satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- C. Return to work promptly after being excused from jury duty service.

- D. Provide the Authority with substantiation regarding the amount of jury duty pay, travel expenses and meal expenses received from the court for the jury duty service.
- E. The employee must return to work and work any hours out of his/her scheduled work day that he/she is not actually on jury duty.

Section 4.4. Funeral Leave.

Regular full time and regular part-time employees shall be granted up to three (3) consecutive calendar days of leave to attend the funeral when death occurs in the employee's immediate family, provided that one of the three consecutive calendar days is the day of the funeral service and the employee attends the funeral service for the family member. During the three (3) consecutive days, the employee shall be unavailable for any work hours.

Employees shall receive pay at their regular rate of pay for the number of regularly scheduled hours lost, up to a maximum of 24 hours, while on their three consecutive day funeral leave. If distance to attend the funeral is a problem, upon request, the employee may be granted additional time off, either PTO or leave without pay, for travel each way.

"Immediate family" shall mean the employee's:

- parent or the spouse's parent
- current spouse
- child or the child's current spouse
- sibling
- current brother-in-law or sister-in-law
- grandparent
- grandchild
- Legal dependent living with employee (including a domestic partner)

For purposes of this policy, relative status created by adoption or step relationships are treated the same as blood relatives.

Section 4.5. Workers Compensation Leave.

Upon written application, a leave of absence for a period of not more than twelve (12) months will be granted to regular full-time or regular part-time employees who are unable to continue to work at the Authority because of a work related injury or disease for which the employee is receiving benefits under the Worker's Compensation laws of the State of Michigan, subject to the Authority's right to require medical proof. The Authority may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Authority. In the event that the Authority, on the advice of a physician selected by the Authority, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 4.6. Family Medical Leave.

Employees who have been employed by the Authority for at least 12 months and have performed at least 1,250 hours of work during the 12 month period immediately preceding the

commencement of the requested leave and who work at a location that has at least 50 Authority employees within a 75 mile radius eligible to apply for a for up to a total of 12 workweeks of leave during a rolling 12-month period measured backward from the date an employee uses any leave for any one, or more, of the following reasons:

1. The birth of a son or daughter, and to care for the newborn child within 12 months of the child's birth;
2. The placement with the employee of a son or daughter for adoption or foster care and in order to care for the child within twelve (12) months of the child's placement.
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
4. Due to a serious health condition that makes the employee unable to perform the essential functions of their job.
5. Exigent circumstances due to the employee's spouse, son, daughter or parent being on active military duty or being called to duty in support of a contingency operation
6. Due to the serious health condition of a military service member that occurred in the line of duty. Note that this leave may be extended to 26-weeks in a single 12-month period.

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. Unless the Authority 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.

All requests for leave under this policy must be submitted in writing by the employee and authorized in advance by the Deputy or Executive Director unless the need for leave is not foreseeable. If the leave is not foreseeable and there is an immediate/emergency type need, then the employee must provide notice as soon as practical, usually within the same or next business day. Employees approved for leave under this policy shall be required to exhaust all paid time off benefits and/or accumulated comp time before going on unpaid leave. The employee's existing insurance coverages at the time of the leave will continue during the leave, provided the employee continues to timely pay their normal contribution for such coverage. The employer may require at any time, as a condition of continuing a leave under this policy, satisfactory proof of continuing eligibility. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination or

certification/second or third opinions and recertification as permitted by the FLSA, and if appropriate, require the employee to take a leave of absence under this section.

Employees are required to notify the Employer in writing of any condition which requires a leave of absence under this policy, together with the anticipated date for commencement of such leave. All employees returning to work from a leave under this policy must present satisfactory medical proof that the employee is physically and/or mentally able to perform the duties of the job. In all instances, the Employer may require an independent medical examination to be performed by a physician designated by the Authority, and shall have access to the relevant medical records or reports, but the Employer shall bear the entire cost of such examination. Any employee who is found to have fraudulently obtained/maintained leave under this section will be subject to disciplinary action, up to and including discharge of employment.

Section 4.7. Michigan Paid Medical Leave

Eligible Employees as defined under the Michigan Paid Medical Leave Act, 2018 PA 369 (the "MPML Act") who are not eligible for PTO under Section 6 of this document may be eligible to receive paid medical leave as provided and required by the MPML Act. Posters from the Department of Licensing and Regulatory Affairs have been posted by the KCCDA setting forth the eligibility requirements, medical leave rights and remedies under the MPML Act. This may currently include certain regular part-time KCCDA employees who work twenty-five (25) hours per week on average but are not eligible for PTO as defined Section 6 of KCCDA. In addition, the following parameters apply to MPML Act paid medical leave:

1. MPML Act paid medical leave may only be taken by eligible employees for the reasons set forth in the MPML Act. KCCDA employees eligible to participate in PTO are not eligible for additional MPML Act paid medical leave, even if PTO leave has been exhausted by the employee.
2. On January 1 of each year, eligible employees will be provided a bank of forty (40) hours for the succeeding benefit year. Eligible employees hired after January 1 of that year will be provided a pro-rata bank for the remainder of the benefit year. There is no accumulation of MPML Act paid leave – i.e. no amounts may be carried forward to the next benefit year. Banked hours not utilized by the end of the benefit year will be forfeited and are not compensable. MPML Act paid medical leave is not compensable upon separation of employment.
3. MPML Act paid medical leave must be used, at a minimum, in half-shift increments but not less than four hours; whichever is greater.
4. Eligible Employees who request MPML Act paid medical leave must submit a request to the Dispatch Supervisor, Deputy Director, or Executive Director, including reasons for the request. Utilization of MPML Act paid medical leave due to qualifying illness may require verification from a physician as determined by KCCDA. Eligible Employees will be provided no less than three days to provide such documentation. Any employee who is found to

have fraudulently obtained/maintained leave under this section will be subject to disciplinary action, up to and including discharge of employment.

Section 4.8. Return to Work after Leave of Absence.

Employees returning from approved leaves of absence will be reinstated to their former job classification if they have the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

**SECTION 5.0
Holidays**

Section 5.1. Recognized Holidays.

The following days are recognized as holidays:

- | | |
|-----------------------------|----------------------------|
| New Year's Day | Veterans Day |
| Martin Luther King Birthday | Thanksgiving Day |
| President's Day | Day-after Thanksgiving Day |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve |

Dispatch Center Staff Personnel – Holidays will be observed on the calendar day upon which they fall. If dispatch staff is scheduled to work on a holiday, he/she is required to report to work.

Administrative/Support Staff - When a recognized holiday falls on a Saturday, it shall be observed on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be observed on the following Monday. When Christmas Eve and New Years Eve fall on Friday, Christmas Eve and New Years Eve will be observed on the preceding Thursday. When Christmas Eve and New Years Eve fall on Sunday, Christmas Day and New Years Day will be observed on the following Tuesday.

Section 5.2. Holiday Pay Eligibility.

In order to be eligible for holiday pay an employee must satisfy the following conditions and qualifications:

1. The employee:
 - a. scheduled to work on a recognized holiday, must work all regular scheduled hours unless the employee is on pre-approved PTO that was approved more than 48 hours in advance.
- Or,

- b. not scheduled to work the holiday, must work all hours on the employee's last regularly scheduled workday or assigned hours before the holiday and on the employee's first regularly scheduled workday or assigned hours after the holiday, unless the employee is on pre-approved PTO that was approved more than 48 hrs in advance.
2. The employee must be on the active payroll as a regular full-time employee as of the date of the holiday. For purposes of this subsection, a person is not on the active payroll of the Authority during short-term disability, paid or unpaid leaves of absences, layoffs, or on a disciplinary suspension.

Section 5.3. Holiday Pay.

Eligible full time hourly employees shall receive eight (8) hours pay for each recognized holiday. All holiday pay shall be at the employee's straight time regular rate of pay; exclusive of all premiums. Eligible salaried employees are not normally required to work on holidays, but shall continue to receive their salaries. This time shall be accounted for as Holiday hours.

Section 5.4. Work on Holidays.

Regular full time and regular part time hourly employees required to work on a recognized holiday shall be paid one and one-half (1 ½) times their regular rate of pay for all hours worked. The additional one-half (1/2) pay shall be accounted for as Holiday hours.

Section 5.5. Holiday During Paid Time Off.

Employees who are on pre-approved PTO that was approved more than 48 hours in advance on a recognized holiday, shall be paid for the holiday (section 5.3), provided that they work their entire scheduled shift prior to leaving on PTO and immediately following their PTO. Employees cannot substitute holiday pay for PTO.

**SECTION 6.0
Paid Time Off**

Section 6.1. Paid Time Off (PTO) Accrual.

Regular full-time employees will accrue Paid Time Off (PTO) benefits in accordance with the following schedule for each full payroll period the employee is paid at least 80 hours of credited service: regular hours worked and approved PTO (excludes employees on short-term disability).

Seniority Required	Hours Accrued	Annual Carry-Over Limit*	Pay-out Limit
1st through 4th year	6.00/pay period	96 hours	96 hours
5th through 9th year	7.25/pay period	136 hours	136 hours
10th through 14th year	8.50/pay period	176 hours	176 hours
15th through 19th year	9.75/pay period	216 hours	216 hours
20 years or more	11.00/pay period	250 hours	250 hours

*Annual Carry-Over Limit applies to the employee's Anniversary Date

Section 6.2. PTO Eligibility.

Only accrued PTO from previous pay periods can be utilized for time off. Current pay period accruals cannot be used for current pay period PTO.

Section 6.3. PTO Scheduling.

Employees may request PTO that they have accrued, provided that such time off does not unreasonably interfere with efficient operation and the Authority's obligations to the public. Consideration of employee preference in scheduling PTO will be given when possible and practical, but PTO scheduling shall be at the discretion of the Authority with primary consideration given to the requirements of efficient operations.

In most cases, a shift rotation with eight or less ECO I's and II's shall be permitted to have one employee on PTO on a given day. A shift rotation with nine or more ECO I's and II's shall be permitted to have two employees on PTO on a given day. In most cases, only one Dispatch Supervisor assigned Shift Supervisor duties shall be permitted to be on PTO on a given day. In most cases, the Deputy Director and the Executive Director shall not be on PTO at the same time.

All PTO requests are subject to approval of the Dispatch Supervisor, Deputy Director, or Executive Director. Approvals of PTO request are conditional upon the outcome of any intervening changes in shift rotation. PTO should be requested, at a minimum, in half-shift increments.

A bidding process (known as a PTO bid) will be conducted two times per year in coordination with the Shift Preference bid. Eligible employees may bid for their first, second and third choice of groups of four (4) to sixteen (16) consecutive calendar days (to include pass days) on which they wish to use their PTO. No employee will be granted more than one choice until all other employees have been granted a choice if they submitted a request. The number of days an employee is permitted to request is based on the number of PTO hours available as of the date of the request; minus those already scheduled but not incurred. In case of conflicts in PTO requests, a preference will be given to the employee with the greatest seniority.

After the bidding process is complete for each period, PTO requests will be scheduled as available, on a first-come-first-served basis. Such PTO requests must normally be submitted in writing by the employee at least two (2) weeks in advance. Any requests received less than two

(2) weeks in advance will be considered on a case-by-case basis at the discretion of the Deputy Director and Executive Director.

Section 6.4. Benefits on Termination.

Employees who leave active employment of the Authority may receive pay for accrued but unused PTO in any of the following circumstances:

1. If an employee retires in accordance with the retirement plan currently in effect and a minimum of two weeks advance notice is given to the Authority.
2. If an employee resigns from employment and a minimum of two weeks advance notice is given to the Authority (30 days for management or professional employees).
3. If an employee is laid off and requests payment of PTO; provided, however, that such PTO pay shall be designated to the period of the layoff.
4. In the event of the death of an employee, PTO pay shall be paid to the employee's spouse or estate.

There shall be no payment for unused PTO benefits if employment ends during the first year of employment or for disciplinary reasons, or voluntary quit occurs without the required written notice to the Executive Director. Eligible employees will be paid for earned but unused PTO benefits on the pay period following the date of termination, subject to the maximum pay-out limitations.

**SECTION 7.0
Insurance**

Section 7.1. Health Insurance.

The Authority currently makes available a group insurance program (including optional dental and vision coverage) covering certain hospitalization, surgical, and medical expenses for participating full time employees and their eligible dependents. Summary descriptions of the program are available in the Administrative Office. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. The terms of the insurance policies control the benefits provided thereunder and the employee's eligibility for benefits. The Authority reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. In the event any conflict between this summary and the plan documents, the plan documents control.

The Authority is a public body subject to Michigan Public Act 152 (Publicly Funded Health Insurance Contribution Act) and complies with the statute. As required by law, the Authority will annually review the method of compliance by either adopting the no more than 80% employer funded model or automatic default to the statutory Hard-Cap. Employees will be required to make contributions under the election made by the Authority Board.

Section 7.2. Payment in Lieu of Health Insurance Coverage.

Full time employees who have available health insurance through a plan under another family member and elect not to enroll in the Authority’s group medical insurance plan will be eligible to receive payments in lieu of the insurance coverage. Employees who would otherwise be eligible for the following coverages shall receive the corresponding bi-weekly payment in lieu of group health coverage:

Employee	\$75
Employee & Spouse	\$125
Employee & Family	\$175

This election shall be made on an annual basis and shall be effective for one year beginning the first full pay period in January. In the event that an employee loses coverage under another plan, they shall be entitled to enroll in the Authority's plan as soon as possible. To comply with the law, the Authority may require employees to provide acceptable proof and/or an affidavit regarding qualifying coverage, the scope of such coverage, and the source of the coverage. No payment in lieu of health insurance bonus will be paid if such payment subjects the Authority or employee to penalties under the law.

When an employee and spouse are both employed by the Authority and one chooses coverage, there is no opt-out incentive available to the spouse.

Section 7.3. Term Life Insurance.

Eligible full-time employees the Authority are currently covered by a term life insurance in an amount equal to one (1) times the employee’s annual salary rounded up to the nearest thousand, but in no case more than \$40,000, and a like amount for accidental death and dismemberment. Life insurance benefits will reduce, pursuant to the terms of the Policy, at the age of 65 on a graduated basis.

If available from the Authority’s carrier, the employee may elect and is responsible for optional coverage premiums on the employee’s current spouse and coverage on the employee’s dependent children. The terms of the insurance policies control the benefits provided thereunder and the employee's eligibility for benefits. The Authority reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. In the event any conflict between this summary and the plan documents, the plan documents control.

Section 7.4. Liability Insurance.

The Authority currently maintains liability insurance that provides coverage for the Authority and its employees when acting in the scope of their employment. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. The Authority reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. In the event any conflict between this summary and the plan documents, the plan documents control.

Section 7.5. Section 125 Flexible Spending Accounts

The Authority maintains an IRS Section 125 salary reduction plan (flexible spending) that permits eligible employees to defer some of their cash compensation to purchase certain health care and dependent care benefits available under the plan on a pre-tax basis. Employees desiring to participate in the plan are required to submit a Compensation Reduction Agreement prior to the start of the plan year to determine the amount of money they desire to place in the plan for that year. The annual election amount will then be deducted from their gross paycheck each pay period, before taxes are taken out, and placed into a flexible spending account. The minimum and maximum contributions to the FSAs are set by the Plan Documents and IRS limits. Amounts placed in the plan but unused during that plan year are forfeited.

The terms of the plan document control the benefits provided thereunder and the employee's eligibility for benefits. The Authority reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. An employee's benefits are governed by the plan description and plan documents. In the event any conflict between this summary and the plan documents, the plan documents control.

Section 7.6. Continuation of Employer Paid Insurance Premiums.

In the event that an employee eligible for insurance coverage is discharged, quits, resigns, is laid off, or commences an unpaid leave of absence, the Authority shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, resignation, layoff, or unpaid leave of absence commences. Such employees may continue group health insurance benefits on a month-by-month basis by paying to the Authority, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Authority shall resume payment of insurance premiums for eligible employees who return to work from layoff as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of this section notwithstanding, the Authority shall continue the payment of health insurance premiums for employees on workers compensation leave for a period of up to three (3) months.

Section 7.7. Retiree Health Insurance.

Eligible employees currently may qualify to participate in a MERS Health Care Savings Plan as an innovative way to help employees prepare for retirement healthcare costs. An Eligible full-time

employee who enrolls in the plan and who is actively employed and paid a cumulative of at least 2000 hours (regular hours worked, PTO, comp time, and short-term disability) during their previous year of employment (based on their anniversary date) will qualify for an employer contribution equal to two percent (2%) of the employee's base salary/wage into their Health Care Savings Plan.

The Authority will make Health Care Savings Plan contributions two times each year. In the month of August, the Authority will make contributions for eligible employees with anniversary dates between January 1st and June 30th. In the month of February, the Authority will make contributions for eligible employees with anniversary dates between July 1st and December 31st. Plan participants may also be eligible to make tax advantaged contributions to the Plan.

Employees who retire from the Authority may, up to age 65, continue to participate in the Authority's Retiree health insurance plan, as the same may be changed from time to time, for themselves and their eligible dependents provided that at the time they left Authority employment they were immediately eligible to receive normal or disability retirement benefits from the Authority's retirement plan and were currently enrolled in the health insurance plan. Employees who are not immediately eligible to receive normal or disability retirement benefits from the Authority's retirement plan at the time they leave active employment with the Authority are not eligible to continue to participate in the Authority's retiree health insurance plan and will not be eligible to enroll at a later date if they begin to receive retirement benefits due to their deferred vested status. Participation in the retiree health care plan is subject to the underwriting requirements of the carrier or carriers, and retirees who do not maintain continuous coverage in the Authority's health insurance plans may lose the ability to reenter the plan at a later date. The Authority reserves the right to determine all matters regarding the retiree health insurance plan, including but not limited to selection of the carrier or carriers; the level of coverage offered, the amount of employee co-insurance or co-pays for any service including prescription coverage, and the coverage to be available to retirees eligible for Medicare; and to modify or terminate the retiree health insurance plan at its discretion.

Retirees electing to participate in the health insurance plan are required to pay the entire premium for this coverage. The Authority will advise retirees of the amount of the required monthly premium, and any changes to this amount. Retirees participating in the Authority's health insurance plan are required to pay to the Authority the amount of the required monthly premium at least five (5) business days in advance of its due date, and the Authority may terminate coverage under the health insurance plan of a retiree and their eligible dependents who fail to make timely payments.

The terms of the plan documents control the benefits provided thereunder and the employee's eligibility for benefits. The Authority reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. An employee's benefits are governed by the plan description and plan documents. In the event any conflict between this summary and the plan documents, the plan documents control.

Section 7.8. COBRA Insurance Continuation Coverage.

Continuation of health insurance coverage is available to all employees and their spouses and dependent children if they are participants in the group health plan in accordance with the provision of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

Section 7.9. Workers Compensation Insurance.

The Authority provides workers compensation coverage for all of its employees. Benefit eligibility determinations will be made in accordance with Michigan law.

Section 7.10. Unemployment Compensation.

All employees are covered under Michigan's unemployment compensation system. Benefit eligibility determinations will be made in accordance with Michigan law.

Section 7.11. Short-term Disability Insurance.

The Authority currently offers a program of short-term disability (sickness and accident) insurance for eligible regular full-time employees, effective the first (1st) day of the month following completion of thirty (30) calendar days of employment with the Authority. Covered employees who become totally disabled and are prevented by such disability from working for remuneration or profit and who are otherwise eligible under the insurer's regulations will be eligible to receive weekly insurance payments consisting of sixty-six point six seven percent (66.67%) of basic weekly wage up to a maximum of \$600. These benefits are payable from the first (1st) day of disability due to accidental bodily injury or hospitalization and on the eighth (8th) day of disability due to general illness/sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability nor more than twenty-six (26) weeks in any twelve (12) month period commencing with the date of disability.

Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, Michigan's no-fault insurance, or any Employer contributed salary continuation program. Employees may utilize their paid time off to receive their normal net weekly wages. The terms of the insurance policies control the benefits provided thereunder and the employee's eligibility for benefits. The Authority reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. In the event any conflict between this summary and the plan documents, the plan documents control.

SECTION 8.0 Miscellaneous

Section 8.1. Employee Complaint Procedure.

The Authority endeavors to apply its policies, benefits, and rules in a uniform and equitable manner. In the event that an employee not covered by a collective bargaining contract has a complaint regarding interpretation or application of personnel policies, disciplinary action, or discharge matter this procedure is available to attempt to resolve the complaint.

Step 1. Oral Procedure.

An employee with a complaint shall discuss the matter with their immediate supervisor or designated representative, within two (2) working days from the time of the occurrence of the events giving rise to the complaint or within two (2) working days from the time the employee involved first knew or could reasonably have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure to Deputy Director.

If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written complaint and submitted to the Deputy Director, or designated representative, within five (5) working days from the time of the immediate supervisor's oral answer. The written complaint shall adequately set forth the facts giving rise to the issue; shall identify any policy, regulation or law allegedly violated; shall describe the remedy requested; and shall be signed by the employee. Within ten (10) working days after the complaint has been submitted in writing, a meeting shall be held between the Deputy Director (or designated representative) and the employee(s). If the meeting cannot be held within the ten (10) working day period, it shall be scheduled for a date mutually convenient for the parties. The Deputy Director (or designated representative) shall prepare a written response to the complaint within ten (10) working days following the date of this meeting and return it to the employee(s). Working days means Monday through Friday, exclusive of recognized holidays.

Step 3. Written Procedure to Executive Director. If the complaint is not satisfactorily settled in the Step 2, Written Procedure to the Deputy Director, the complaint shall be appealed within five (5) working days from the time of the Deputy Director's written answer. The appeal shall be submitted to the Executive Director (or designated representative) in writing, and shall explain the grounds on which the employee(s) disagree with the written answer of the Deputy Director. Within fifteen (15) working days after the appeal has been submitted, the appeal shall be heard by the Executive Director (or designated representative), Executive Administrative Assistant, and the employee(s). If the appeal cannot be heard within the fifteen (15) working day period, it shall be

scheduled for a date mutually convenient for the parties. The Executive Director (or designated representative) shall prepare a written response to the appeal within fifteen (15) working days following the date of the hearing, and return it to the employee(s). The Executive Director's answer to the complaint shall be the Authority's final disposition of dispute and binding.

Section 8.2. General Work Rules.

All Authority employees are expected to adhere to Authority rules of conduct as well as the policies and procedures. The rules in this manual are not intended to be an all-inclusive list of rules of conduct expected of employees. Further, the list may be added to, modified or supplemented. The purpose of the work rules is to set forth some guidelines for conduct violation of which will result in disciplinary action, including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge. Further, employees who serve on an at will basis at the will and pleasure of the Employer and may be terminated with or without cause.

8.2.1 General Guidance

The following rules are provided for the general guidance of all employees:

1. Employees should be at their workstations by no later than the commencement of the workday.
2. Employees must secure permission from their supervisor to leave work prior to the scheduled end of their workday.
3. All known needed repairs and/or safety hazards on equipment and property must be reported to your supervisor as soon as possible.
4. Any accident involving personal injury must be reported to a supervisor.
5. All damage to Authority equipment, vehicles, tools, or property must be reported to your supervisor and to the Executive Director (or designee) in the event that insurance forms must be filled out.
6. All safety rules and regulations must be followed. Employees are required to report any and all potentially dangerous work practices, unsafe work conditions, horseplay, negligence and carelessness to their supervisor.
7. Employees are not permitted to carry firearms in restricted areas (an area that must be accessed via card key) of KCCDA facilities and/or grounds.

Section 8.3. Solicitation.

The Authority supports community fund raising drives. However, in order to maintain efficiency and to prevent littering and distractions, the following rules for solicitation and the distribution of literature must be followed:

1. Oral solicitations by employees are prohibited during working time in work areas. Employees are, however, permitted to engage in oral solicitations during their authorized break periods, meal times and other times when they are not required to be working, as long as the individuals being solicited are also on authorized break periods, meal time or otherwise not required to be working at the time the solicitation occurs.
2. The distribution by employees of printed or written materials of any kind is prohibited in work areas. Printed or written materials may only be distributed in non-work areas, and then only during authorized break periods, meal times and other times when the employee distributing the printed or written material is not required to be working.
3. Persons who are not employees are not allowed to be in Authority working areas at any time to engage in either oral solicitation or distribution of printed or written materials.

Section 8.4. Tobacco/Smoking.

Tobacco use and smoking (including vaping) are prohibited in all buildings, space, or vehicles controlled by the Authority. This includes all space within twenty-five (25) feet of any entrance to a building owned or operated by the Authority.

Section 8.5. Political Activity

Every employee has the right to freely express his or her views as a citizen and to cast a vote as he or she may wish. Coercion for political purposes is strictly prohibited. No employee shall engage in any partisan political activity or campaigning for a non-partisan elective office during scheduled working hours, utilizing Authority equipment or resources, or while on duty or while off duty wearing a uniform or other identifying insignia of Authority office or employment. Solicitation of signatures or contributions or nominating petitions is prohibited during working hours. No employee shall be required to engage in a campaign for election of any candidate.

Section 8.6. Reporting Illegal and Unethical Activity

Any employee who, during the course of employment, believes that he or she has been requested or required to engage in an illegal or unethical act, or to engage in otherwise improper activity, must report that fact immediately, in writing, to their Executive Director who will promptly undertake to investigate the allegations and take remedial action, if necessary. If the Executive Director is the individual about who is the subject of the complaint, the employee shall notify the chairperson of the Authority Board. If such a report is made in good faith, the Authority will protect the reporting employee from any retaliation or other detrimental impact upon his or her employment.

Section 8.7. Computer and E-mail Usage.

Computers, computer files, and E-mail system, and software furnished to employees are provided by the Authority and intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and E-mail usage are monitored. The Authority treats all information stored

through or stored in these systems including, but not limited to, voice communication and e-mail messages, as Authority information.

The following are examples of prohibited conduct:

1. Distribution of offensive or harassing statements, transmission of defamatory, obscene, offensive or harassing messages or messages that disclose personal information without authorization.
2. Distribution of incendiary statements which may incite violence or describe or promote the use of weapons or devices associated with terrorist activities.
3. Distribution or solicitation of sexually oriented messages or images.
4. Any use of Authority-provided IT resources for illegal purposes or in support of such activities.
5. Any use of IT resources for commercial purposes, product advertisement or “for-profit” personal activity.
6. Any sexually explicit use, whether visual or textual.
7. Duplicating, transmitting or using software which is not in compliance with software licensing agreements and/or unauthorized use of copyrighted materials or other person’s original writings.
8. Wasting IT resources or disrupting the use or performance of County-authorized IT resources or any other computer system or network;
9. Storing any information or software on County-provided IT resources which are not authorized.
10. Security violations including, but not limited to:
 - a. Accessing accounts within or outside the Authority computers and communication facilities for which you are not authorized or do not have a business need;
 - b. Copying, disclosing, transferring, examining, renaming, or changing information or programs belonging to another user unless you are given express permission to do so by the person responsible for the information program;
 - c. Knowingly or inadvertently spreading computer viruses.
 - d. Transmitting confidential information without proper security and authority.

- e. NO GAMES ARE PERMITTED TO BE LOADED UPON, OR UTILIZED ON AUTHORITY COMPUTERS.

Section 8.8. Communication Center Access.

The Authority's Dispatch Center has been designed as a secure facility and the doors to the center will be closed at all times. Admittance to the Dispatch Center is controlled by and is the responsibility of the Dispatch Staff on duty and shall not be granted to anyone who has no official business or cannot provide proper identification. Equipment, Server, and Electrical Room doors shall be kept closed at all times to minimize noise and inhibit smoke from potential fires that might occur. All repair personnel shall have proper picture identification to gain entry to the Center.

Section 8.9. Meals in the Communication Center.

Beverages in the Dispatch Center are allowed in sturdy, hard covered containers. Food and snack items (carrots, chips, pretzels, cookies, etc.) may be eaten at the workstations provided the *work areas are kept clean*. All food preparation will be done in the locker or break room. Failure to keep these areas clean will result in this privilege being revoked.

Section 8.10. Chain of Command.

The Executive Director has overall responsibility for the operations of the Kalamazoo County Consolidated Dispatch Authority. The Deputy Director serves as Operations Manager and reports to the Executive Director. Dispatch Supervisors report to the Deputy Director (or directly to the Executive Director in the absence of the Deputy Director or in the event an issue is unable to be resolved). Emergency Communication Officers (ECO's) I's and II's report to the on-duty Shift Supervisor. ECO's may report directly to the Deputy Director in the absence of the Shift Supervisor or in the event an issue is unable to be resolved. In the event that the Deputy Director and Shift Supervisor are both absent, ECO's may report directly to the Executive Director.

The Systems/IT Administrator reports directly to the Executive Director. The IT Support Specialist reports to the Systems/IT Administrator. All other Administrative Support Staff report to the Executive Director.

Section 8.11. Dress Code.

Employees are required to report for work in appropriate attire in accordance with the following dress code:

- A. **Clothing.** Employee clothing shall exemplify a casual business appearance when working or representing the Dispatch Authority. All clothing shall adhere to the following conditions:
 - Hem lengths of material covering buttocks and legs (pants, dresses, skirts, capris, etc.) shall be no shorter than 1" above the knee but may not touch or drag on the floor.

- Clothing should not be wrinkled, torn, dirty or frayed, and all seams must be finished.
- Clothing with potentially offensive words, terms, logos, pictures, cartoons, or slogans are inappropriate.
- Clothing that reveals cleavage, your back, your chest, your feet, your stomach or any undergarment is inappropriate. This includes tank tops, midriff tops, leggings unless covered by long shirt/dress that hits mid-thigh, halter tops, and tops with bare shoulders.
- Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests is inappropriate.

B. **Shoes.** Employees may wear shoes of their choice with the following conditions:

- Shoes must not have heels over 3 1/2" in height.
- Shoes may not be clogs, flip-flops, or sandals.
- Shoes must be constructed so as to provide sufficient protection from injury while performing normal duties.

The Authority reserves the right to prohibit the wearing of any articles that are deemed inappropriate due to such matters as fit, condition, cleanliness, and safety. Prohibited articles include gym shorts, spandex, sweatpants, swimming suits, tube tops, tank tops, stacked heels, sandals, "mules" or slip-on type shoes with no back, pants with ragged hems, cuffs, or knees, and skirts with ragged hems.

Periodically, the Authority will provide employees with clothing to wear while representing the Authority at trainings, conferences, and other public events. In certain instances, employees may be asked to wear the clothing provided by the Authority.

If you believe a certain manner of dress, personal appearance or hygiene is necessary because of religious beliefs, medical condition or an otherwise legally protected reason, you must notify the Deputy Director and Executive Director of this reason, in writing, before you report to work. The Authority may require you to provide appropriate proof of this belief, condition or otherwise protected reason.

Section 8.12. Complaints about the Consolidated Dispatch Center.

Any employee who receives a complaint by a member or the public or a responder about the Consolidated Dispatch Center shall refer the person making the complaint to the on-duty Shift Supervisor. In the event the complainant is unsatisfied or there is no Shift Supervisor on duty, the complaint will be referred up the Chain of Command (Section 8.10). All complaints received in person or over the telephone shall be received in a courteous and professional manner without passing judgment on the person making the complaint or the validity of the complaint. All complaints must be reported to the Deputy Director and Executive Director.

Section 8.13. Drug and Alcohol Free Workplace.

The Authority maintains a workplace free from the use and abuse of drugs and alcohol and employees are prohibited from engaging in the following actions:

1. The manufacture or distribution of illegal drugs or controlled substances by any employee.
2. Using or being under the influence of intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on Authority property, or when doing so might result in the employee's job performance being impaired to any degree.
3. Distribution or attempted distribution of intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on Authority property.
4. Possession of intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on Authority property.
5. Using or being under the influence intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance at such time before work that it might interfere with one's mental or physical ability to satisfactorily perform assigned duties.
6. Refusing to cooperate with drug and/or alcohol testing, medical or physical tests or examinations when requested or conducted by the Authority or its designee or to truthfully respond to questioning regarding drug or alcohol usage.
7. Failing to notify the Authority of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar (5) days after such conviction.
8. Failing any drug or alcohol test (see Section 8.14).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes. "Criminal Drug Statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Controlled substances" shall mean a controlled substance as found in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15. The term "controlled substances" shall also mean any controlled substance as defined in Michigan Public Health Code, Article No. 7, Parts 71-75, MCLA 333.7101 et seq.

"Illegal Drug" is defined as any drug that is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained,

prescribed drugs not being used for prescribed purposes, and any prescribed drug(s) not taken according to a prescription.

Section 8.14. Drug and Alcohol Testing.

The Authority reserves the right, within the limits of federal and state laws, to examine and test for the presence of drugs and/or alcohol and employees may be asked to submit to a medical examination and/or submit to urine, saliva, breath, blood and/or hair testing for drugs and/or alcohol. The types of testing performed by the Authority include, but are not limited to, the following:

Pre-Employment/Pre-Placement

The Authority will make all offers of employment subject to the result(s) of a drug test. Applicants will be required to submit to urinalysis testing and sign a consent agreement that will release the Authority from liability.

Random

Employees of the Authority are employed in safety sensitive positions and employees or citizens could be placed in jeopardy by an employee's use of drugs or alcohol. For the safety and health of the Authority employees and the individuals they serve, all employees are subject to random, unannounced drug and/or alcohol tests. The rate of random selection for drugs and alcohol will be a percentage of the annual average employee base. Every employee has an equal chance of being chosen every time a random selection is made.

Reasonable Cause

Employees will be directed to submit to a drug and/or alcohol test if reasonable cause exists to suggest that the employee's health or ability to perform expected job duties is impaired. Reasonable cause will exist if the employee's appearance, behavior, speech, or body odors indicate drug and/or alcohol use or information is received by the Authority that suggests an employee is using drugs. Also, reasonable cause testing may be undertaken where there is a workplace accident which reasonably may have been caused or contributed to by drug or alcohol use. When an employee is directed to submit to a test based on reasonable suspicion, the employee will not drive a vehicle to the testing site and will not perform any additional work on the day of the test.

An employee who refuses or fails to fully participate in the drug and alcohol testing process will be deemed to have tested positive.

Section 8.15. Self Recognized And Self-Reported Dependence

Employees with drug or alcohol dependency issues which have not resulted in, or are not the immediate subject of, disciplinary action, may request a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test) while an employee is pursuing treatment/rehabilitation under the Amnesty Program. In appropriate cases, an employee may be prevented from working pending a return to sobriety.

This Amnesty Program will be available only in the discretion of the Authority and a maximum of one instance per employee. A chemical dependency relapse is a return to substance abuse by an individual previously identified as chemically dependent. The Amnesty Program is not available to employees involved in the selling or distribution of illegal drugs.

Employees eligible to participate in the Amnesty Program will be required to enter into a last chance/return to work contract containing a treatment/rehabilitation program. Employees required to participate in an inpatient treatment program will be eligible to utilize accrued PTO during such treatment programs, but will not otherwise be eligible for payment of wages. Continued fringe benefit eligibility is covered under the provisions of Authority policy.

A violation of the last chance/return to work contract by an employee subjects that employee to immediate termination of the employment relationship with the Authority. In the event an employee's employment is terminated, any appeal to the employee complaint procedure (section 8.1) shall be limited solely to the question of whether the employee breached the terms of this contract, and the disciplinary penalty assessed shall not be subject to review.

Section 8.16. Employee Assistance Program.

The Authority will make available to all employees an Employee Assistance Program.

Section 8.17. Social Security Number Privacy

Social Security numbers should be collected only where required by federal and state law or as otherwise permitted by federal and state law for legitimate reasons consistent with this Policy. The Authority obtains and uses a variety of confidential information in the conduct of its business, including documents and other records containing Social Security numbers. Any and all documents and records containing Social Security numbers must be obtained, used and disclosed only for legitimate business reasons. Such documents and records must also be treated as *confidential*, which means they must be retained in secured areas or files except when actively in use for an appropriate purpose, password protected when stored on computers, disclosed only to authorized persons, and destroyed at an appropriate time in an appropriate manner consistent with the Authority's operating policies and procedures and other legal requirements.

Except as required by law or court order, or as absolutely necessary for business or personnel transactions, no more than 4 consecutive digits of a Social Security number shall be used as an account number, or be disclosed, displayed or transmitted to anyone other than specifically authorized officials or personnel or entities, except as authorized in writing by the holder of the Social Security number. Documents that contain a Social Security number must be shredded prior to disposal.

Employees who obtain, use or disclose Social Security numbers for improper, unauthorized or illegal reasons, or in ways that do not comply with applicable policies, are subject to discipline or discharge, as well as potential criminal or civil prosecution.

SECTION 9.0

Disciplinary Action

Section 9.1. General Policy.

All employees are expected to conduct their private and professional lives in a manner which reflects positively upon the Authority. Employees shall be courteous in their dealings with the public and other employees. Employees shall avoid any action that gives the appearance of impropriety. Adherence to this policy is essential for the Authority to maintain the public support necessary to carry out its functions.

Section 9.2. Unacceptable Employee Conduct.

The Authority expects that the personal and professional conduct of its employees will conform to acceptable standards. In instances where an employee fails to comply with these standards, an attempt may be made to correct an employee's conduct through the use of progressive discipline, but commission of the following offenses or any other improper employee action may result in disciplinary action up to and including discharge, depending upon the seriousness of the offense and other job-related factors in the judgment of the Authority:

1. Violation of the Authority Policies and Rules of Conduct including the Drug and Alcohol Free Workplace Policy, the prohibition against harassment and discrimination, the political activity policy, the illegal or unethical activity policy, the safe workplace policy, the supplemental employment policy, or any other policy. Using intoxicating beverages, marijuana, narcotics or any controlled substance while at work or while on Authority property.
2. Dishonesty, disrespect or verbal abuse or insubordination to any supervisor or management employee.
3. Stealing, abusing, misusing, removing or deliberately destroying Authority property or the property of any employee or official.
4. Violation of safety regulations.
5. Failure to carry out instructions, orders, or work assignments.
6. Refusal to answer questions of the Executive Director or designated representative or to submit reports pertaining to the performance of official duties.

7. Failing to report to work when scheduled or failing to acknowledge or present yourself for mandated call in or overtime.
8. Improper use of sick leave or other leaves of absence.
9. Falsification of information to secure sick leave or other leaves of absence or fringe benefits
10. Inefficiency or incompetency or neglect of duty
11. Abuse of break or lunch periods
12. Conduct disruptive to the work of other employees
13. Instigating, aiding, or participating in any illegal strike or work stoppage
14. Conducting or betting on any game of chance involving money or any representation of value while on duty or while on Authority property.
15. Unauthorized possession of firearms, weapons and/or explosives while on duty or while on Authority property or Authority business.
16. Falsification or unauthorized altering of employment application information or pre-employment documents, records (payroll or program records), or Authority records is prohibited.
17. Engaging in obscene or indecent conduct.
18. Sleeping, loafing, idling or loitering during working hours.
19. Horseplay, creating a distraction, interfering with an employee or causing unsafe or unsanitary working conditions.
20. Falsifying records, reports or documents, or knowingly misrepresenting any information requested by a supervisor.
21. Conducting personal business while on duty.
22. Failing to properly advise the Authority when not reporting to work.
23. Failing to provide a reason acceptable to the Authority for absence from work or tardiness for work.
24. Excessive tardiness or absences.

25. Using your position of employment with the Authority to directly or indirectly gain benefits, favors, money, advantages, privileges or anything of value other than regular compensation.
26. Disregarding or refusing to obey an order, either written or verbal, from a supervisor or the Executive Director.
27. Destroying, altering or removing any materials or information posted by the Authority.
28. Supporting a restriction of output, slowdown or any unauthorized interruption of assigned duties.
29. Submission of false time reports and/or leave requests.
30. Failure to advise the Authority of the names, addresses and telephone numbers of the dependents of the employee, or a change in the employee's name, address or telephone number of a dependent of the employee.
31. Soliciting or receiving any gift, service, gratuity, loan, fee, or anything else of value which is offered or may be offered as a consequence of Authority employment.
32. Failing to comply with any provision in this Personnel Policies and Procedures Manual or with any other rule and regulation applicable to the employee.
33. Conviction of any felony or conviction of any misdemeanor involving moral turpitude or casting doubt upon the employee's ability to perform assigned work.
34. Unauthorized disclosure of protected health information. Unauthorized disclosure of social security numbers. Unauthorized disclosure of any other confidential information obtained in the line of duty.
35. Taking any action which interferes with the proper performance of another employee's assigned work.
36. Omitting to take a required action which results in the interference with the proper performance of another employee's assigned work.
37. Taking or omitting any other action which interferes with the proper performance of the employee's assigned work or which would reflect discredit upon the Authority.

This list of unacceptable employee conduct does not include all examples of improper conduct, but is provided for the guidance of employees. Employees with questions concerning the

propriety of any contemplated action should consult with their supervisor or the Executive Director before engaging in the activity.

ACKNOWLEDGEMENT

I have received a copy of the Kalamazoo County Consolidated Dispatch Authority Human Resource Policies and Work Rules manual. I understand that I have electronic access to policies and work rules. I understand that the Authority may change the policies set forth in this manual from time to time. I further understand that only the Board of Directors is authorized to agree to conditions of employment that are different from those set forth in this manual and that such variations must be in writing to be valid. I realize that it is my responsibility to read this manual and to conduct myself in compliance with its provisions. If I have any questions, I am to direct them to the Deputy Director or Executive Director.

Date: _____

Printed Name of Employee

Signature of Employee