

# EATON COUNTY

## Personnel Policy

(With Board of Commissioners Signature Page)

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Effective January 1, 2010





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## **INTRODUCTION**

The personnel policies and benefits contained herein apply to persons employed by Eaton County. The individuals working in the offices of the County Treasurer, County Clerk/Register of Deeds, Prosecutor, Drain Commissioner, Sheriff, and the Courts are covered by the economic benefits provided in this personnel policy which are determined by the Eaton County Board of Commissioners. These employees may also be covered by the non-economic policies if the appropriate elected official or Chief Judge has agreed in writing, in whole or in part, to these policies.

## **WELCOME TO EATON COUNTY**

This booklet has been prepared to acquaint you with your employment conditions, your benefits, and your responsibilities in connection with your job. It is important that you read and follow the procedures outlined herein.

The purpose of this booklet is to act as a guideline for informational purposes as to the policies, benefits and procedures that the Employer intends to utilize. This booklet is not to be construed as creating a contract between the Employer and its employees. The procedures, policies and benefits outlined in this booklet may be added to, expanded, modified or deleted, and any such changes shall be solely within the discretion of the Employer. It is the intent of the Employer to provide prior notice of such changes or modifications, if any, to the employees affected. All rights and powers vested in the Employer shall not in any way whatsoever be abridged by this booklet.

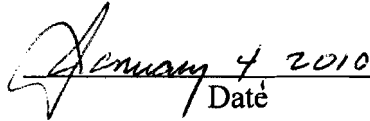
If situations arise which are not covered in this booklet and require clarification, contact your supervisor, who, in turn, will relate the problem to the appropriate management personnel. These procedures, policies and benefits are subject to change, and an employee must follow any new rules. The fact that these rules may have been applied differently in the past has no effect on their current or future enforcement. An employee cannot rely on custom or prior practice.



All employees not working in the offices of the Treasurer, County Clerk/Register of Deeds, Prosecutor, Drain Commissioner, Sheriff or the Courts are employees of the Eaton County Board of Commissioners only and any reference in the manual to Employer shall mean Eaton County Board of Commissioners.

No representative of Eaton County, other than the majority of the Board of Commissioners, by Board Resolution, 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, and the status of employees is at will and employment may be terminated, with or without cause, at the option of either the Employer or the employee.

  
\_\_\_\_\_  
Joseph Brehler, Chairman  
Eaton County Board of Commissioners

  
\_\_\_\_\_  
Date

All employees of Elected Officers are covered by the economic benefits contained within the County Personnel Policy. Certain Elected Officers have within their authority made exemptions to the applicability of certain non-economic benefits. The Elected Officers signature pages which include any exemptions, can be found at the end of the County Personnel Policy.

County Clerk

County Treasurer

Prosecuting Attorney

Sheriff

## **ECONOMIC BENEFITS**

### **ARTICLE 1**

#### **INSURANCE**

##### Section 1. Health Insurance - Current Employees.

(a) Coverage. All eligible regular full-time employees (employees regularly scheduled at least thirty (30) hours per week) and eligible family members are covered by a health insurance plan, which is currently Blue Cross and Blue Shield of Michigan-Community Blue PPO Plan. There shall be no dual coverage of dependents on any employee's policy.

The plan includes a \$20.00 office visit co-pay, a \$20.00 urgent care co-pay and a \$75.00 emergency room co-pay. The Plan also includes a three-tiered prescription drug benefit administered by Blue Cross and Blue Shield of Michigan as outlined in the Certificate of Coverage (\$5.00 for generic drugs, \$30.00 for brand-name medications on Community Blue PPO's Preferred Drug List and \$45.00 for covered brand-name medications not on Community Blue PPO's Preferred Drug list). The Plan also includes certain other benefits and exclusions as described in benefit summaries provided by the insurance carrier.

Coverage will include for In-Network Benefits a \$250.00 annual deductible for single coverage and a \$500.00 annual deductible for double or family coverage. After the annual deductible is satisfied, the employee has a ten percent (10%) co-insurance responsibility for most general services up to an out of pocket annual maximum expense of \$1,000.00 for single coverage and \$2,000.00 for double or family coverage. The deductibles and co-insurance requirements do not apply to co-pays, such as Office Visits, Urgent Care, Emergency Room and Prescriptions. They do apply to inpatient hospitalization, outpatient hospitalization and certain other benefits as described in the benefit summaries provided by the insurance carrier.

All employees eligible for health insurance will pay 5.0% of the applicable premium for their health insurance coverage (such payment will not be made by employees who waive health insurance coverage pursuant to (b) of this section). The Employee share of the premiums will be divided between the first and second pay of each month.

An employee, whose spouse has comparable group health insurance from another source, must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$2,000.00 annually. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer. When a spouse has coverage, as described above,

any other eligible family members will be covered according to the Order of Benefit Determination Rules, i.e.: coverage is the coverage plan of the parent whose birthday is earlier in the calendar year.

Coverage for eligible employees shall begin on the first day of the month following 30 days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. Coverage ends upon an employee's separation from employment. The County shall return to the employee a pro-rated (pro-ration is based on a 30 day month) share of the premium paid by the employee for the month in which they separate from employment.

The County reserves the right to change insurance carriers or coverage.

(b) Payment in Lieu of Coverage. A regular, full-time employee who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year, during the 30 day period prior to January 1<sup>st</sup> of each year. A waiver agreement drafted by the County shall be executed by the employee. In the event the employee elects to forego health insurance, the County shall pay the employee the amount of \$100.00 monthly (up to \$1,200.00 per year) directly as taxable compensation. (The County shall pro-rate an employees last waiver check upon their separation from employment). The payment shall be made on a monthly basis, on the first payday of the month following coverage. New hires may opt for the health waiver upon hiring into the County.

The provisions of this Sub-section (b) shall not apply to a husband and wife who are both employees of the County or any of the Courts of Eaton County. Those employees shall not be permitted to have double health insurance coverage.

Employees who are currently receiving payment under this Sub-section (b) shall be grandfathered.

An employee losing health insurance coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day following the loss of coverage and no later than the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The employee shall be paid through the last date of alternate coverage and no later than through the month in which they were covered under the waiver. Payment to be made the first payday of the month following coverage.

Section 2. Health Insurance – Retirees Hired Prior to January 1, 2006. (a) Eligibility. The County currently provides the same health insurance coverage benefits referred to in Section 1 of this Article for all eligible employees with the County paying the appropriate health insurance premiums. Retiree's are required to apply for Medicare (Parts A and B) when they are eligible to do so. An eligible employee is one who:

(1) Has twenty-five (25) years of full time Municipal Employees Retirement System (MERS) credited with Eaton County. (Prior service purchased after July 1, 1996 cannot be used toward the 25 year requirement) and must be at least fifty-five (55) years of age and been eligible for Health Insurance referred to in Section 1 of this Article for a minimum of 25 years, or

(2) Is retired due to a duty disability as determined by MERS, or

(3) Is an employee who retires with twenty-five (25) years of service (as defined in (1) above) and has not attained the age of fifty-five (55) and who maintains the Employer's group health insurance plan by paying the full amount of the premium on a prepaid quarterly basis or is continuously enrolled in some other type of group health coverage. When said employee reaches age 55, he becomes eligible for County paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement.

b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing comparable group health coverage, he must secure coverage from that group. The comparable coverage must also cost less than \$2,000.00 annually. The retiree may then return to the Employer's group health coverage upon his separation from the other Employer.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has comparable group health insurance coverage from another source must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$2,000.00 annually. The spouse may then be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer.

(d) Spouse Coverage. An eligible employee may include health insurance coverage for his spouse under the following conditions:

(1) From the date of the employee's eligibility for paid health insurance for the initial 12 month period, the County will pay 50% of the premium difference required to include the spouse with the employee paying the remaining 50% of the premium difference.

(2) For the next twelve-month period, the County will pay for 60% of the premium difference required to include the spouse with the employee paying the remaining 40% of the premium difference.

(3) For the next twelve month period the County will be responsible for paying 70% of the premium difference required to include the spouse with the employee paying the remaining 30% of the premium difference.

(4) For the next twelve month period the County will be responsible for paying 80% of the premium difference required to include the spouse with the employee paying the remaining 20% of the premium difference.

(5) For the next twelve-month period, the County will pay 90% of the premium difference required to include the spouse with the employee paying 10% of the premium difference.

(6) The County will be responsible for the entire premium payments made thereafter. An employee whose spouse is not immediately covered from the date of the employee's eligibility for paid health insurance because of alternate coverage as specified in (c) above, and who subsequently becomes eligible shall enter the Employer's payment schedule based on the date of the employee's eligibility for paid health insurance.

For all employees hired after January 1, 2001, spouses may continue to be covered by the Employer's health insurance plan, at the employee's expense.

In the event of the employee's death the spouse (at time of retirement) may continue coverage as described in this Section at the County's expense. (For all employees hired after January 1, 2001, the coverage shall be provided at the spouse's expense).

In the event of the death or divorce of the employee's spouse (the person married to the employee at the time of his retirement) and if the employee remarries, that new spouse may be covered at the employee's expense.

If an employee is single at the time of retirement and later marries, that new spouse may be covered at the employee's expense.

(e) A retiree may completely and totally withdraw from the Employer's group health coverage. It should be noted that in the event a retiree withdraws from the Employer's group health coverage and does not receive group health coverage benefits from another source, said retiree will not be permitted at a later date, to re-enter the Employer's group health coverage program.

(f) Continuation of County's Group Health Coverage. Any employee hired prior to January 1, 2006 who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System (MERS) or (2) is retired due to non-duty disability as determined by MERS may remain on the County's group health insurance

plan by prepaying the full amount of the premium on a quarterly basis if permitted by the insurance carrier. Procedure for such payment will be established by the County.

(g) Payment in Lieu of Coverage. An eligible retiree as of January 1 of any year, who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the County shall be executed by the retiree. In the event the retiree elects to forego health insurance, the County shall pay an amount up to twelve hundred dollars (\$1,200.00) directly to the retiree as taxable compensation. The payment shall be made on an annual basis, as soon as possible after the end of the calendar year. A retiree is eligible for full payment if they have been eligible for County paid health insurance for the prior twelve (12) month period and a new retiree is eligible for a pro-rated payment if they are eligible for County paid health insurance and have retired within the preceding twelve month period.

The provisions of this Sub-section (g) shall not apply to a husband and wife who are both retirees (or one employee and one retiree) of the County or of any of the Courts of Eaton County.

A retiree losing health insurance coverage from another source shall notify the County Personnel Department in time so that the retiree and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The retiree shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to a retiree from the preceding January 1. Payment shall be made as soon as possible after the end of the calendar year.

Retirees eligible for payment in lieu of health insurance and who become deceased shall have a pro-rated payment made to their beneficiary (as determined by MERS). Said payment shall be made as soon as possible after the retiree's death and shall be based on the number of months of full-time service credited to the retiree from the preceding January 1.

A retiree who obtains health insurance coverage from another source, and elects not to be covered by the County's health insurance shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to a retiree from the time they obtained the alternate coverage until January 1. Payment shall be made as soon as possible after the end of the calendar year.

Section 3. Health Care Savings Program. Any employees hired after January 1, 2006, will not be eligible for County paid retiree health insurance as outlined in this Section 2, (a) through (g).

(a) Employees hired after January 1, 2006, will be required to contribute 1% of their salary into their Health Care Savings Program, which will be a pre-tax deduction.

In addition, the County will contribute an amount equal to 2% of the employee's salary into their Health Care Savings Program.

(b) An employee is also able to contribute an additional portion of their salary into the Health Care Savings Program over and above the mandatory 1%, up to 10%, which will also be a pre-tax deduction. The County will match the additional contribution by the employee for any amount over 2% and up to 4%.

(c) Any accumulated leave time available to be paid to an employee upon their separation from or retirement from the County may, at the employee's option, be converted in a Health Care Savings Program in accordance with MERS Policy.

Any money contributed by the employee, both on a mandatory or voluntary basis, will remain in the employee's account to use for allowable health related activities upon their retirement or termination of employment with the County.

The Health Care Savings Program has a vesting period of 10 years. If an employee terminates employment prior to 10 years of service they will receive only their contributions. Any vested employee shall receive both their contributions and the County's contributions upon their retirement or termination of employment from the County.

Section 4. Optical Coverage. All eligible regular full time employees (employees regularly scheduled at least 30 hours per week) and eligible family members who are covered by the County's health insurance, which is currently Blue Cross and Blue Shield of Michigan Community Blue PPO Plan must also be enrolled in the optical coverage. The cost of the coverage is paid 100% by the employee, with the rate being determined by the employees' current family status through Blue Cross (single, double or family coverage). The employees may not opt out of the optical coverage. The premium rate is determined annually by Blue Cross and will be payroll deducted the first pay of every month in accordance with our Section 125 Plan (Pre or Post Tax Elected).

Section 5. Life Insurance. The County currently provides life insurance coverage (\$30,000) and accidental death and dismemberment insurance coverage (\$30,000) for all regular full time employees. Coverage for employees shall begin on the first day of the month following 30 days of employment. The County currently pays the entire premium costs for all such coverage. Life Insurance ends on the employee's last date of employment. An employee may convert the County policy to a personal policy when they terminate their employment, if permitted by the insurance carrier.

Section 6. Disability Plan.

(a) Coverage. The County provides disability (sickness & accident) insurance coverage for all regular full time employees. The coverage will be applicable to non-work related disabilities (including pregnancies), as set forth in the plan document. The coverage is available only for employees who are temporarily disabled and have a

physician's excuse indicating a projected return to work date. If an employee fails to return to work on a full time (40 hours/week) basis, or returns to work from a disability leave and resigns prior to the completion of ninety (90) days of employment, they shall be required to reimburse the County for any disability benefits received during their leave, unless the reason for not returning or not completing the ninety (90) day period is that the employee cannot medically return to work on a full time basis. During the time an employee is off of work on the Disability Program, they shall have no other employment. The coverage shall provide the following:

66 2/3% of basic weekly earnings to a maximum of \$435 for 26 weeks maximum, commencing the first day of an accident and the eighth day of an illness. Employees must complete the necessary Disability Leave Medical Form and Application prior to going off on disability unless it is an emergency leave (such as an injury that may have been caused as a result of a car accident or other unforeseen event). If the disability leave is an emergency, employees must obtain the necessary paperwork, complete and return to the Controller's Office in a timely manner. If paperwork is not returned in a timely manner, this may cause a delay in processing an employee's disability pay.

Coverage for eligible employees begins on the first day of the month following 30 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

In the event of an illness, the employee must use accumulated leave time (if they have accumulated leave time) for the first 40 hours. An employee may use accumulated sick leave, annual leave, personal leave, or compensatory time (non-exempt employee) to make up the difference between the disability rate of compensation and the employee's normal rate of pay.

Before returning to work, the employee must present a doctor's certificate that they can perform all the duties of the position to which they are returning.

The Employer shall continue to pay the cost of the life, sickness, dental and Employer portion of the health insurance premiums for the length of the disability.

The employee shall continue to pay the cost of the employee portion of the health insurance premiums for the length of the disability.

(b) Limited Duty. At times, an employee who has suffered an accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Department Head's judgment relative to need, availability, costs and physical limitations, such employee may be utilized for limited duty. The employee may be assigned to any shift, as determined by the Department Head.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the Employer's designated physician to the Department Head.

When an employee is approved for normal duty by the appropriate physician he/she shall immediately notify the Department Head and present proper medical certification.

Section 7. Dental Insurance. All eligible regular full time employees and their families are currently covered by a dental plan. Coverage for eligible employees will begin on the first day of the month following 30 days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. Basic Dental Services (Class 1) and Prosthodontic Dental Services (Class II) will be provided with the Plan paying 50% of claims up to a maximum of \$1,200 per covered person per year. The County reserves the right to change insurance carriers or coverage. The County currently pays the entire premium costs for this benefit.

When an employee leaves County employment, their dental insurance is continued through their last day of employment.

Section 8. Flexible Spending Plan. The County provides a Flexible Spending Plan. New hires are eligible to join the first of the month following 30 days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. However, new hires must have paperwork completed within their first week of employment or they will have to wait until the next open enrollment period. There will be an annual open enrollment period during the month of November of each year for an effective date of January 1.

Section 9. Deferred Compensation. The County has a group deferred compensation program available. There are three open enrollment periods each year, those being January, May and September.

Section 10. Continuation of Insurance Coverage. An employee on a layoff of thirty (30) calendar days or more shall pay the full cost of their life, sickness, dental and health insurance premiums if they want those benefits to continue, and provided that the insurance carrier permits such payments by the employee. An employee on Worker's Compensation or a disability leave covered by the County's insurance program shall continue to have the full cost of their life, sickness, dental and health insurance premiums paid for by the County for the length of their disability (not to exceed 26 weeks).

Section 11. Insurance Coverage Changes. If an employee wishes to make any change to their insurance coverage such as an addition of a dependent, deletion of a dependent, etc., the County must be notified in writing, within three (3) weeks of the occurrence. If notice of the addition of dependents is not made within the three (3) week period, the addition will not be able to be effective until the next open enrollment period.

The open enrollment period is the month of November with changes effective January 1<sup>st</sup> each year.

## ARTICLE 2

### FAMILY AND MEDICAL LEAVE

Section 1. Eligibility. An eligible employee who has completed twelve (12) months of employment and worked at least 1250 hours in the past twelve (12) months may request an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period measured forward from the date the employee's first FMLA leave begins. The request should be in writing, must give the reason for the request and must give the expected duration of the leave. The proper forms must be obtained from the Controller's Office. The leave may be taken for the following reasons:

- (a). A serious health condition that makes the employee unable to perform the functions of his position;
- (b). In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
- (c). Because of the birth of a child of the employee, and in order to care for the child within twelve (12) months of the child's birth;
- (d). Because of the placement of a child with the employee for adoption or foster care, and in order to care for the child within twelve (12) months of the child's placement.

Unless leave is taken for the employee's own serious health condition or that of his child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to twelve (12) weeks. Any time off under the County's Short Term Disability Plan and Workers Compensation is included as part of the twelve (12) weeks allowed under the Family and Medical Leave Act.

Section 2. Intermittent Leave. Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule. If medically necessary, leave for the employee's own serious health condition or to care for a seriously ill spouse, child or parent, may be taken intermittently or on a reduced leave schedule.

Section 3. Unpaid Leave. Although the law indicates that an employee is entitled to a twelve (12) week unpaid leave of absence, the County has the right to, and shall require its employees to use their accumulated sick leave (where applicable), annual leave, personal leave or compensatory time. However, this does not extend the leave beyond the twelve (12) weeks.

When leave is taken for the birth of a child or to care for the child within twelve (12) months, and the leave is foreseeable based on the event, the employee must provide

not less than thirty (30) days notice before the leave is to begin. If the date of the birth or leave to begin is not foreseeable, such notice must be as soon as is practicable.

When leave is taken for the employee's own serious health condition, or to care for a seriously-ill spouse, child or parent, and the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations, and must provide not less than thirty (30) days notice before the date the leave is to begin. If the date of treatment requires leave to begin in less than thirty (30) days, however, the employee must provide such notice as soon as is practicable.

Section 4. Medical Certification. When leave is taken for the employee's own serious health condition, or to care for a seriously ill spouse, child or parent, the Employer may require certification issued by the health care provider of the employee or of the spouse, child or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his job function or is needed to care for a sick family member for a specified time.

Section 5. Intermittent or Reduced Leave Requirements. For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:

- (a).When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.
- (b).When leave is taken for the employee's own serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
- (c).When leave is taken to care for a seriously ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his recovery, and the expected duration and schedule of the leave. The Employer has the right to and shall require the employee to provide the necessary documentation every 30 days in the event that the initial doctors statement is not specific.

Section 6. Second and Third Opinions: Re-certification. The Employer may require, at its own expense if not covered by insurance, a second medical opinion from a health care provider designated by the Employer, but not employed on a regular basis by the Employer. In the event of a dispute concerning the second certification, the Employer may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and Employer must agree on the selection of the third health care provider whose opinion is binding on both parties. The Employer may require that the employee obtain subsequent re-certification on a reasonable basis.

Section 7. Benefits During Leave. The Employer shall continue to pay the cost of the Employer portion of the health insurance premiums for an eligible employee during the period the employee is on leave for any of the reasons under Subsections 1 (a) – (d) above. The employee shall continue to pay the cost of the employee portion of the health insurance premiums for the length of the unpaid leave. The employee will not accumulate paid sick or annual leave nor be paid for holidays or funeral leave, which may fall during the period of unpaid leave. If the employee fails to return after the leave has expired due to circumstances within the employee’s control, the Employer may recover from the employee any premiums, which the Employer paid to maintain medical coverage during the leave.

Section 8. Return Rights. Upon return from a leave taken for a reason listed under Subsection 1 (a) – (d) above, the employee will be returned to his former position or to a position equivalent in pay, benefits, and other terms and conditions of employment. The decision will be at the discretion of the Employer.

Section 9. Other Employment. During the time an employee is off work due to the provisions of the Family and Medical Leave Act, they shall have no other employment.

### ARTICLE 3

#### WORKERS' COMPENSATION

Section 1. Guidelines. The County currently also provides Workers' Compensation coverage.

A work related injury must be immediately reported to the employee's Supervisor and the Personnel Office so that the appropriate forms can be completed. Arrangements can then be made by the Personnel Office for the employee to receive medical care from a County designated physician.

If an injury occurs after 5:00 p.m. or on a weekend, emergency medical treatment may be received from other than a County designated physician. However, if the physician who treated an employee for an emergency indicates time off work or follow-up care is necessary, arrangements must be made to see the County physician. These arrangements will also be made by the Personnel Office for the employee.

After ten (10) days from the inception of medical care, an employee may treat with a physician of his own choice but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician. The County after receiving such notice may file a Notice of Objection with the Bureau of Workers' Compensation if it so desires.

Failure to follow these procedures will result in the denial and refusal of payment of medical bills where treatment has been sought outside the proper guidelines.

Any initial time off and any extensions thereof due to a Workers' Compensation leave must be approved in writing by a physician. During the time an employee is off of work under a Workers' Compensation injury or illness, they shall have no other employment.

Section 2. Limited Duty. At times, an employee who has suffered a work related accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Department Head's judgment relative to need, availability, costs and physical limitations, such employee may be utilized for limited duty. Limited duty may also include part time work. The employee may be assigned to any shift, as determined by the Department Head.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the Employer's designated physician to the Department Head.

When an employee is approved for normal duty by the appropriate physician he shall immediately notify the Department Head and present proper medical certification.

## **ARTICLE 4**

### **RETIREMENT**

Section 1. Benefit Program. All regular full-time and eligible part-time employees are currently covered by the Municipal Employees' Retirement System, (MERS) Benefit Program B-4. The employees' contribution rate to this Retirement Plan is 7.3%.

All employees who are included in the Administrative Group Division Code are covered by the Municipal Employees' Retirement System, (MERS) Benefit Program B-4. The employees' contribution rate to this Retirement Plan is 9.0%.

The County shall abide by all of the terms and conditions of these programs.

Section 2. Early Retirement. The Plan currently provides for no reduction in pension for those employees who retire and are less than 60, but at least 55 years of age with 25 years or more of credited service (Benefit Program F55/25).

An employee who retires from Eaton County in accordance with MERS guidelines and is immediately eligible to draw their pension, will not be rehired into the County as a regular full time or a regular part time employee as outlined in Article 17, Classification of Employees.

Section 3. Final Average Compensation. The Plan provides for the final average compensation being computed on the highest thirty-six (36) consecutive months of earnings, divided by three (3) (Benefit Program FAC-3).

Section 4. Service Purchase Requests. Requests for the purchase of previous service credit may be made by an employee according to the procedures of MERS. Such requests must be made in writing and approved by the Ways and Means Committee, subject to final approval by the full Board of Commissioners. The employee shall pay the entire cost. Prior service purchased after July 1, 1996 cannot be used toward the 25 year requirement for retiree's health insurance.

**ARTICLE 5**

**LONGEVITY**

Section 1. Schedule. All eligible regular full-time and regular part time employees as of December 1 of any year, excluding anyone whose status as employee has ended prior to that date, shall be entitled to receive longevity pay for continuous service with the Employer according to the following schedule:

Years of Continuous Service Annual Benefits

At least 5 years but less than 10 years	\$300
At least 10 years but less than 15 years	\$600
At least 15 years but less than 20 years	\$900
20 years or more	\$1,200

Regular part time employees shall receive a pro-rated payment based on their regular part time scheduled hours based on the above schedule.

Section 2. Payments Made. Longevity payments shall be made on the first pay day in December.

Section 3. Pro-Rated Longevity Payments. Longevity pay shall be pro-rated depending on the number of months in the year during which an employee has been in each category (e.g. an employee hired on September 1st shall receive \$75 (3/12 of \$300) in December following his completion of the fourth (4th) year of service, and \$375 (\$300 + 3/12 of \$300 {difference}) in December following his completion of the ninth (9th) year of service, etc.).

Section 4. Unpaid Leaves. Eligible employees on an unpaid leave of absence or unpaid disability leave for a period of more than thirty (30) days shall have their longevity payment pro-rated based upon the deduction of unpaid hours after the first thirty (30) days of unpaid leave.

Section 5. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on the number of months of full-time service credited to an employee from the preceding December 1. Payment to be made immediately upon retirement.

## **ARTICLE 6**

### **HOLIDAYS**

Section 1. Recognized Holidays. All eligible employees will receive the following twelve (12) paid holidays:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

Section 2. Observed Dates. If the holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on Sunday, it shall be observed on the following Monday. If Christmas or New Year's fall on Saturday, Christmas Eve and New Year's Eve will be observed on the preceding Thursday. If Christmas Eve or New Year's Eve fall on a Saturday or a Sunday, the preceding Friday will be observed as a holiday. Otherwise, all holidays will be on the observation date.

Section 3. Holiday Pay. Regular full-time employees shall be paid at their regular rate of pay for each observed holiday. Regular part-time employees shall be paid at their regular rate of pay for each observed holiday, pro-rated according to their normal work schedule, if scheduled to work on the holiday.

To qualify for holiday pay, an eligible employee must work or be compensated for all of their scheduled hours on their last scheduled day before and their first scheduled day after the holiday unless approved by the Department Head and Controller.

Section 4. Compensation for Holiday Worked. An employee working on a holiday shall receive their straight time rate for all hours worked, in addition to any holiday pay they might be entitled to under this Article. Holidays shall be deemed hours worked for overtime purposes. Overtime shall not be pyramided.

Section 5. Compensation While on Paid Leave. When an employee is on vacation, personal leave, or off due to illness, they should not be charged with the time if a holiday occurs during that period if they are compensated for the entire day before and the entire day after the Holiday.

Section 6. Compensation While on Disability Leave. When an employee is off on a short term disability leave under the County's Sickness and Accident Insurance, and the leave includes a holiday, the employee shall not be charged with sick leave if they have been continuously supplementing the necessary hours to make up full days since the start of their disability.

**ARTICLE 7**

**ANNUAL LEAVE**

Section 1. Accrual. Regular full-time employees shall earn annual leave per the following schedule:

<b><u>CONTINUOUS SERVICE</u></b>	<b><u>HOURS EARNED EACH PAYROLL PERIOD (80 HRS.) OF PAID SERVICE</u></b>
0 thru 4 years 3.1 hrs.	(2 wks. per year)
5 thru 9 years 4.6 hrs.	(3 wks. per year)
10 or more years 6.2 hrs.	(4 wks. per year)

After you have completed 4 years of employment, at the beginning of your 5th year, you will accrue 4.6 hours per pay period. When you have completed your 9th year of employment, at the beginning of your 10th year, you will accrue 6.2 hours per pay period.

Regular part-time employees shall earn annual leave on a pro-rated basis. The amount of annual leave earned shall be determined by multiplying the full time rate by a fraction derived by dividing the actual hours worked or compensated for during a pay period (exclusive of overtime) by 80.

Section 2. Use. Annual leave hours may not be used until the employee has completed 6 months of regular continuous paid service with the County. Annual leave can be used only after the pay period in which it is earned. An employee may take annual leave only with prior approval of their Department Head.

Absences because of sickness or disability in excess of the amount authorized for such purposes may, at the request of the employee, be charged against accrued annual leave.

Section 3. Accumulation. No annual leave shall be authorized or accumulated in excess of 240 hours for those employees who hired into the County prior to January 1, 2010. Any hours in excess of 240 shall be forfeited. Employees who hired into the County January 1, 2010 or later shall not accumulate in excess of 160 hours. Any hours in excess of 160 shall be forfeited.

Section 4. Separation From Employment. Employees shall be paid subject to the below requirements, at their current rate of pay, for their accumulated unused annual leave upon separation from employment, provided they have completed six (6) months of continuous employment. All employees will be paid in a lump sum payment only and in no event shall an employee be allowed to be carried out on the payroll with their unused annual leave hours. Employees who leave or quit without giving at least two (2) weeks prior written notice shall forfeit and waive their right to any accrued vacation time pay,

unless waived by the Department Head and Controller in writing. Employees who are terminated due to inappropriate behavior or misconduct as determined by the Employer, shall forfeit their accumulated unused annual leave unless approved otherwise by the Controller in writing. In the event of the death of an employee, who has completed six (6) months of continuous employment, their designated beneficiary shall be paid for the employee's accumulated annual leave.

## **ARTICLE 8**

### **PAID SICK LEAVE**

Section 1. Accrual. Each regular full-time employee shall earn 3.0 hours of sick leave with pay for each completed 80 hours of service. Hours worked in excess of 80 hours in a biweekly pay period shall not be counted. Regular part-time employees shall earn sick leave on a pro-rated basis. The amount of sick leave earned shall be determined by multiplying the full time rate by a fraction derived by dividing the actual hours worked or compensated for during a pay period (exclusive of overtime) by 80.

Section 2. Accumulation. Sick leave shall be credited at the end of the biweekly pay period in which service is completed.

Sick leave shall be considered available for use only in a biweekly pay period following the biweekly pay period in which it is earned.

Employees who hired into the County after January 1, 2010, may accumulate sick leave to a maximum of 240 hours with no annual payout.

Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated to the employee once a year at their current rate of pay for employees who hired into the County prior to January 1, 2010. Such compensation will be made on the first pay day in December.

Section 3. Use. Employees may use accrued sick leave hours provided they have been employed 30 days.

Eligible employees may use accrued paid sick leave for absences due to illness, injury or pregnancy. Sick leave may also be used for illness of an employee's immediate family members where their attendance is essential to their care. Absences for medical, dental or optical appointments may also be taken from accumulated sick leave. "Immediate Family" shall mean current spouse, child, or parents.

Employees taking sick leave shall notify their immediate supervisor within the first hour of the employee's work day. Failure to do so may result in loss of pay for the period of absence.

Employees shall provide a doctor's statement when requested by the Department Head. Falsification of such evidence may result in dismissal of employment.

Employees who have submitted a notice of resignation may not use sick leave within their last two weeks of employment without providing a doctor's statement. Failure to comply with this policy shall result in the loss of pay for the time used.

Section 4. Pay-Out of Earned Sick Leave Upon Retirement or Death. Any employee who retires and is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System (MERS) or has twenty five (25) years of service with Eaton County shall be paid 50% of their unused earned sick days in a lump sum payment upon their retirement. In the event of the death of an employee, the designated beneficiary shall receive 50% payment of their unused earned sick leave in a lump sum payment. The amount of pay for each such hour shall be based on the employee's most recent rate of pay.

Section 5. Evidence of Fitness. The Department Head or the Controller may require that an employee present medical certification of his or her physical or mental fitness to perform the essential functions of the job, with or without accommodation.

Section 6. Returning to Work. Employees returning to work from an illness may be required by his Department Head to submit a statement from his physician qualifying his ability to return to work.

## **ARTICLE 9**

### **PERSONAL LEAVE DAYS**

Section 1. Eligibility. A regular full-time employee, after 1 year of employment shall be eligible for 3 personal leave days as follows:

- (a) An employee with a first year anniversary date between January 1 and June 30 shall be eligible for 3 personal leave days that calendar year.
- (b) An employee with a first year anniversary date between July 1 and December 31 shall be eligible for 1 personal leave day that calendar year.
- (c) For every calendar year after that, the employee shall be eligible for 3 personal leave days.

Section 2. Advance Notice. An employee may take personal leave only with prior approval of their Department Head.

Employees who have submitted a notice of resignation, and have not used their personal leave days prior to their two week written notice, must receive prior approval from their Department Head and the Controller to use those days.

Section 3. Lose if not Used. Personal leave days are forfeited if they are not used and may not be carried over to the next calendar year.

## **ARTICLE 10**

### **FUNERAL LEAVE**

Section 1. Immediate Family. In case of death in the immediate family, all eligible employees may be granted a leave of absence with pay for a period of up to three (3) days, with prior approval of the Department Head. Regular part time employees shall receive up to 3 days equivalent to their regularly scheduled hours. "Immediate Family" shall mean current spouse, child, brother, sister, parents, parents of current spouse, grandparents, grandparents of current spouse or grandchildren.

In case of death for all other relatives, the day of the funeral may be taken off to attend the funeral upon receiving prior approval of the department head, with such time deducted from the employees' accumulated sick leave days.

If additional days are necessary, they may be taken upon receiving prior approval of the department head, with such time deducted from the employee's accumulated sick leave days.

Section 2. All Others. In case of death for persons other than those described in this Article, any time taken off of work must have prior approval of the Department Head and be taken from the employee's accumulated vacation, personal, or compensatory time accumulated totals.

**ARTICLE 11**

**MILITARY LEAVE**

The Employer abides by the mandatory provisions of Federal and State law regarding re-employment rights of veterans and in granting leaves of absence for active military duty.

## **ARTICLE 12**

### **JURY DUTY**

Regular full and part-time employees required to appear for jury qualifications or jury service shall be granted leave with regular pay; however, any money earned as a juror, except the money received for mileage (over and above that driven to their normal worksite) and meals, shall be turned over to the County. Such hours shall not be counted for computing overtime pay. To qualify for jury duty pay, an employee must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon his release from jury service each day.

## **ARTICLE 13**

### **LEAVE WITHOUT PAY**

Section 1. Disability Leave. An employee may be granted an unpaid leave of absence by the Ways and Means Committee if unable to return to work once their disability (Sickness and Accident Insurance) benefits have expired, because of continued illness, injury or disability due to pregnancy. Such leave may be for the duration of the illness, injury or pregnancy, but in no event for a period to exceed one year from the date the employee began their disability leave of absence. Requests for such leave shall be in writing and must be accompanied by a physician's statement certifying the necessity for the leave. The Employer may continue to require updated information during such leaves. Before returning to work, the employee must provide a physician's certificate approving the employee's return to the job. Such leave time may be counted towards the Family and Medical Leave Act. The continuation of Insurance Coverage in Section 3 of this Article shall not apply for purposes of an employee's disability leave of absence.

Section 2. Leave of Absence. In addition to the leaves authorized above, a Department Head may authorize leave without pay for an employee for a period of time not to exceed 10 days in any calendar year for non-medical circumstances. Such leave may not be authorized to extend a leave under Section 1 of this Article or Article 2, Family and Medical Leave. Leave without pay for a longer period must be approved by the Department Head, but must also be requested in writing to and approved by the Ways and Means Committee. During the time an employee is off of work on an unpaid leave of absence, they shall have no other employment.

Section 3. Continuation of Insurance Coverage. Employees on an unpaid leave of absence greater than thirty (30) days shall pay the full cost of their life, sickness, dental and health insurance premiums if they desire those benefits to continue while on leave, and provided that the insurance carrier permits such payment. An employee who goes off on an unpaid leave of absence and elects not to continue the cost of their insurance premiums will be required to meet the insurance eligibility requirements upon their return. No other benefits shall continue to accrue while an employee is on an unpaid leave of absence, unless otherwise required under the Family and Medical Leave Act.

**ARTICLE 14**

**TRAVEL ALLOWANCE**

Section 1. Transportation. An employee using a County owned vehicle on Departmental business will be reimbursed for gasoline and other operating expenses incurred while using the vehicle provided that appropriate receipts for all such expenses are submitted with the travel expense voucher.

Employees required to drive their own vehicle while on Departmental business will be reimbursed for travel based on the most current allowable rate set by the Internal Revenue Service. Mileage accumulations and a brief explanation of the travel must be submitted on a travel expense voucher, approved by the Department Head. Reimbursed mileage shall not include the round trip distance the employee regularly drives from his home to his work site and back home again.

All travel by common carrier must be at tourist fare rates and receipts submitted in order to be reimbursed.

Section 2. Meals. Meals will be reimbursed/advanced only for travel outside of Eaton County and its adjacent Counties. See below for more detailed information and exclusions.

Breakfast	\$ 8.00
Lunch	\$10.00
Dinner	<u>\$22.00</u>
	\$40.00 (Including gratuity)

An exception to the above rates may be allowed for meals when traveling in certain areas based on federal per diem rates and must be approved by the Controller's Office.

Meal Receipts are not required.

No alcoholic beverages will be paid for by the County.

Conventions, Conferences or Group Functions: Whenever it becomes necessary for an employee to attend a pre-scheduled convention, conference or group function that is within the continental United States but outside Eaton County and its adjacent counties the following provisions apply:

- a. A full explanation must be provided on the voucher, including the name of the convention. Copies of the convention agenda, reservation form, conference schedule and meals included in the conference agenda will be attached to the

advance/expense voucher. If the documentation is not provided or incomplete, payment will not be issued.

b. Meals included in the conference/meeting are not eligible for payment to the employee. The daily allowance will be pro-rated to exclude meals included in the conference.

Section 3. Advances. The Controller shall be authorized to approve travel advances for up to the estimated amount to employees for pre-approved conventions conferences, training or group functions for estimated lodging, travel, meals and registration fees. Departments should pre-pay all lodging, registration and air fare by County check whenever possible. An advance travel request form, available on the County Intranet, shall be submitted to the Controller not more than two weeks in advance of the scheduled conference and must include all documentation as stated above. If such request includes meals, the amount for meals shall be not less than \$120.00 (three day meal allowance including gratuity).

Section 4. Out of State Travel. When traveling out of state for a meeting/conference, the most economical means of travel should be utilized. If an employee chooses to drive out of state, the amount reimbursed will be at the mileage rate or airfare rate, whichever is less.

Section 5. Lodging. In the event a meeting/conference is held outside of Eaton County or any of its adjacent counties, lodging will be reimbursed at the single room rate at the hotel/conference center where the conference is being held. If an employee chooses to upgrade their accommodations, they will pay the difference from the single room rate.

Section 6. Travel Expenses. Only travel expenses incurred on behalf of the Employer will be reimbursed upon presentation of appropriate receipts. Expenditures for travel insurance, laundry, dry cleaning, personal telephone calls, hotel gratuities and hospitality expenses will not be reimbursed under any circumstances.

Travel expense vouchers and applicable receipts, in accordance with Section 6, must be submitted to the Controller's Office within sixty (60) days from the employee's return to work.

## ARTICLE 15

### EDUCATIONAL ASSISTANCE POLICY

Section 1. Reimbursement. The County will reimburse an employee for tuition costs and other charges, up to a maximum of \$1,000.00 per calendar year, subject to the availability of funds within the department's budget and that the requested course meets the IRS allowable guidelines. The course(s) must be related to the employee's present position in the County or be a required course leading to a degree relating to the employee's present position. Reimbursement is for Undergraduate courses only. In order for an employee to be eligible, he must follow the application process that is outlined below. The course(s) must be taken outside of working hours except in the rare instance when it is not offered at such a time.

Section 2. Procedure. (a) The employee must complete the Tuition Reimbursement Request Form. Forms are available in the Personnel Office. Prior to enrolling in a course(s), signatures must be secured from the Department Head and the Controller. In order to be reimbursed, the course(s) must be undergraduate courses, taken at an approved school and the employee must receive a passing grade.

(b).After the employee completes the course(s) he must complete the bottom half of the Tuition Reimbursement Request Form and have his Department Head and the Controller approve payment. The reimbursement may include registration fees, tuition, laboratory fees, book costs and supply costs. Reimbursement requests must be supported by an itemized paid receipt(s) and a copy of the grade(s) for the course(s). The completed Tuition Reimbursement Request Form must be signed by the Department Head and the Controller and forwarded to the Controller's Office for payment after the next regularly scheduled Board meeting.

(c). In the event a Department Head requires an employee to enroll in a course(s) payment can be made in advance, however the same Tuition Reimbursement Request Form must still be completed prior to enrollment.

## **ARTICLE 16**

### **HOURS**

**Section 1. Courthouse Hours.** The Offices of the Eaton County Courthouse shall be open daily for business from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on the holidays listed in the Holiday section. The normal work week shall be 40 hours.

**Section 2. Overtime.** Overtime shall consist of any and all time assigned by an employee's supervisor to be worked by an employee eligible for overtime in excess of forty (40) hours worked in the seven (7) consecutive days, Sunday through Saturday subject to the following provisions. Prior approval of overtime is required by an employee's supervisor. Only time worked shall be counted for purposes of computing overtime pay, except that : (1) holidays shall count as time worked for computing overtime pay, and (2) approved paid sick leave pursuant to Article 8 shall count as time worked for computing overtime pay.

(a) Employees working in classifications considered to be non-exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA) who are required to work in excess of 40 hours in any one week shall be compensated at the rate of time and one half (1 1/2) their regular rate of pay for all such hours. An employee, with the mutual agreement of the Department Head, may take compensatory time off at the rate of time and one half (1 1/2) per hour of worked overtime in lieu of overtime pay. Compensatory time off shall be taken at a time mutually agreeable to the Department Head and the employee. Such time cannot accumulate in excess of one hundred and sixty (160) hours. Overtime must be paid for any time accumulated in excess of one hundred and sixty (160) hours. Compensation at the rate of time and one half (1 1/2) will be paid to employees for compensatory time not taken upon their separation from employment. All employees will be paid in a lump sum payment only and in no event shall an employee be allowed to be carried out on the payroll with their unused compensatory time hours.

A Department Head may within their discretion allow an employee to flex their work schedule as the department's workload demands, provided such adjustment to the work schedule does not interfere with the office's daily business hours contained in Section 1 of this Article. The adjustment to the work schedule should not be made to prevent or eliminate the need for the employee to utilize their accrued sick or vacation leave. The permitted flex schedule must be made to maintain the total number of hours (40) of a normal work week as required under the provisions of FLSA and contained in Section 1 of this Article. In the event a Department Head approves an employee to flex their schedule within a week, the daily payroll hours will be recorded to reflect the flex schedule.

(b) Employees working in classifications considered to be exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA) shall not receive overtime compensation or be eligible for compensatory time off.

A Department Head may authorize a flexible schedule other than that described above in Section 1 when an exempt employee is required by his Supervisor to work more than a normal work day (increments of at least one (1) hour), when the work load permits.

Section 3. Lunch Hours and Breaks. Each full time employee shall be allowed a one (1) hour unpaid lunch break near the middle of their scheduled work shift. Lunch hours may not be used for overtime purposes.

Breaks are generally allowed twice a day with one near the middle of the first four (4) hours of the work day and one near the middle of the last four (4) hours of the work day. Each break period is not to exceed fifteen (15) minutes and will be scheduled by the Department Head. Breaks may not be used for coming in late, leaving early, in conjunction with lunch breaks, or for overtime purposes. They do not accumulate if not taken.

## ARTICLE 17

### CLASSIFICATION OF EMPLOYEES

Section 1. Classification of Employees. (a) Full Time Employees. An employee regularly scheduled to work 40 hours per week for a period to exceed 6 months shall be considered a regular, full time employee. Such employees shall be entitled to the benefits listed in this booklet except where otherwise indicated.

(b) Part-Time Employees. An employee regularly scheduled to work less than 40 hours per week (scheduled in advance to work a minimum of 40 hours every pay period) for a period to exceed 6 months shall be classified as a regular, part-time employee. Such employees shall only be entitled to earn pro-rated annual leave, sick leave, personal leave, funeral leave and holiday benefits (when the holiday falls on an employee's regularly scheduled workday). If a holiday falls on a day that is not a regularly scheduled workday, an employee will not receive any additional compensation for that day. Department Heads may not give another day off in lieu of that holiday; and shall participate in the retirement system provided the minimum eligibility requirements are met. Part-time employees regularly scheduled to work 30-39 hours per week are eligible for health insurance benefits.

(c) Temporary Employees. An employee who is hired for a period of 6 months or less shall be considered a temporary employee and shall be entitled to wages only with no fringe benefits. This period may be extended for an additional 90 days. If a temporary employee is transferred to a regular status, retroactive requests for any benefit calculations must be requested at the time of transfer by the employee's department head and approved by the Ways and Means Committee.

(d) Intermittent Employees. An employee who is not regularly scheduled in advance to work a minimum number of 40 hours every pay period shall be considered an intermittent employee and shall be entitled to wages only with no fringe benefits.

(e) Contract Employees. In certain instances, as approved by the Ways and Means Committee, an individual may be hired on a contractual basis.

(f) Seasonal Employees. Any employee working in a seasonal capacity for any County Department shall be entitled to wages only with no fringe benefits.

Section 2. New Employees. All hiring of new employees will be at the entry level rate except as follows: A department head may hire a new employee at the 1 year step with the approval of the Controller or at any higher level upon approval of the Ways and Means Committee.

Section 3. Returning Employees. An employee who previously worked for the County and returns to full-time employment must request consideration for any seniority restoration or fringe benefit modification at the time of (or prior to) being re-employed.

## **ARTICLE 18**

### **RECLASSIFICATION OF EMPLOYEES**

Section 1. Regular Reclassification. In order to conform to the budgetary process of the County, reclassification requests should be submitted to the Personnel Office no later than the date of the regularly scheduled February Ways and Means Committee meeting so they may be considered at the regularly scheduled March Ways and Means Committee meeting. Any approved requests will be made effective the following October.

A reclassification request can be submitted by either an employee or a Department Head. A reclassification request submitted by an employee that has not been reviewed by their Department Head will be returned to the Department Head for their review.

Reclassification requests should be submitted only for employees whose job duties have changed substantially since their job description was completed. They should not be viewed as a means of increasing the salary of an employee who is performing well or is at the last step of their salary grade. Once a reclassification request has been submitted, another request may not be submitted for the same position until two reclassification periods have passed.

Any regular reclassification request is not subject to appeal or to the County Grievance Procedure.

Section 2. Special Reclassification. A reclassification request may be considered at other times during the year, if in the discretion of the Controller, a significant single change has occurred in the employee's job responsibilities; ie: new and different projects undertaken, many more employees added to be supervised, etc.

Section 3. Temporary Reclassification. Any temporary reclassification of any employee must first be approved by the Controller. A temporary reclassification of an employee to a Department Head must first be approved by the Ways and Means Committee.

**ARTICLE 19**

**INCLEMENT WEATHER**

Section 1. Authorization to Close. The County is officially closed by the Controller and Chairperson of the Board of Commissioners due to inclement weather or other acts of God and employees are instructed to return home, they will be paid for their regularly scheduled hours.

Prior to the opening of the Courthouse on any regularly scheduled workday, the Controller and Chairperson of the Board of Commissioners may officially close the County due to inclement weather or other acts of God. In such event, employees shall be paid for their regularly scheduled hours. Employees who do not return to work because of continuing inclement weather conditions after the County has been officially reopened must use compensatory time, personal leave or vacation time in order to be paid.

The decision to close the County will be broadcast on the following local media if possible:

**RADIO**

WJIM FM 97.5

AM 1240

WFMK FM 99.1

WITL FM 100.7

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Section 2. Compensation While On Paid Leave. When an employee is on vacation, personal leave, or off due to illness, they shall not be charged with the time if an inclement weather day occurs during that period if they are compensated for the entire day before and the entire day after the inclement weather day.

Section 3. Outside Work. For employees regularly scheduled to work outside, the following inclement weather policy will apply:

Every employee must report to work every day to be paid unless he has been excused. If in the discretion of the supervisor the weather is too severe to work he will attempt to identify and assign indoor work. This type of work will be distributed as evenly as possible.

If an employee reports to work and is sent home because weather is too severe and there is no indoor work to be performed he will be paid for two hours or the actual time worked, whichever is greater.

## **NON - ECONOMIC POLICIES**

### **ARTICLE 20**

#### **ANNUAL EMPLOYEE EVALUATION**

There may be an annual evaluation done on each employee by their immediate supervisor or department head. The evaluation will be completed on forms provided by the Controller's Office, and then placed in their personnel file in the Controller's Office. These records will then become records of the Employer.

## ARTICLE 21

### GRIEVANCE PROCEDURE

If a grievance arises over the application of these rules and policies in a specific case, an employee shall have the benefit of the following grievance procedure:

Step 1. An employee having a grievance shall present it in writing to the Department Head within 5 working days from the date the grievance first arose or should have been known by the employee. Any grievance not timely filed shall be considered null and void. Such grievance shall include time, date, and alleged violation(s) of this policy that is the basis of the grievance, the remedy desired, and the signature of the grievant. The Department Head's written answer shall be given to the employee within 3 working days thereafter. A Department Head does not have the authority to change, alter, or modify any of the provisions contained in this Personnel Policy. The decision of the Department Head shall not act as precedent or bind the Employer.

Step 2. If the grievance is not satisfactorily adjusted in Step 1, the grievance shall, within 3 working days of the Step 1 answer, be submitted in writing to the Controller. The Controller, Department Head and the affected employee may meet within 5 working days. The Controller shall give a written answer within 3 working days following the meeting if held, or the receipt of the grievance. If the grievance is not satisfactorily adjusted it shall be submitted, within 3 working days thereafter, to Step 3.

Step 3. The Ways and Means Committee shall discuss the grievance at the next regularly scheduled committee meeting, provided the appeal is received by the Controller in writing at least 5 working days prior to the next meeting. The employee shall have the right to appear at this meeting to discuss their grievance and present evidence and witnesses. The Ways and Means Committee shall give a written answer within 5 working days thereafter. The Ways and Means Committee's decision shall be final and binding on all parties.

Any complaint not appealed from a decision in one of the steps above to the next step within the prescribed time limit shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual written agreement.

Failure of the Employer to respond to a grievance, at Step 1 or Step 2, within the time limits specified, shall be considered a denial of the grievance and the grievance may be processed to the next step, provided the grievance is advanced timely from the last day that the Employer's answer was due.

New employees or employees who voluntarily transfer or are promoted to another position, for the first one (1) year of their new employment, shall not be able to utilize the above grievance procedure.

## ARTICLE 22

### WORK RULES

Section 1. Rules of Conduct. All employees are expected not to violate the following rules of conduct as well as the rules and policies previously mentioned. The list is for illustration purposes only and is not intended to be an all-inclusive list of rules of conduct. Further, the list may be added to, modified or supplemented. The purpose of these rules is to set forth some rules of conduct, which will result in disciplinary action, including possible discharge. Other type behavior can subject an employee to disciplinary action including discharge. Further, all employees serve at the will and pleasure of the Employer, and may be terminated with or without cause.

1. Unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances on County property or during working hours.
2. Possession of or consuming intoxicants on County property or during working hours.
3. Reporting for work in an intoxicated condition or under the influence of a controlled substance.
4. Operating a County vehicle in an intoxicated condition or under the influence of a controlled substance.
5. Absence without notification or excuse.
6. Absenteeism.
7. Tardiness.
8. Neglect or failure to satisfactorily perform assigned duties.
9. Violation of a safety rule or safety practice.
10. Misrepresentation on employment application.
11. Falsification or destruction of Employer's records.
12. Violations of policies outlined in the Personnel Policy.
13. Refusal to perform work assigned to an employee.
14. Interfering with the work of the other employees.
15. Improper use, unauthorized use or destruction of County Property. (Includes County Cars taken home overnight being used for personal reasons).
16. Insubordination.
17. Theft.
18. Fighting.
19. Possessing a firearm on County property or during working hours unless specifically authorized in conformance with the Security Policy for the County Courthouse adopted by the Courts and the County Board of Commissioners. The County reserves the right to conduct firearm searches in areas within the employee's control, while the employee is on the County property or during working hours.
20. Possession of fireworks or explosives on County property or during working hours.
21. Abusive language to any supervisor, employee or member of the public.
22. Immoral conduct or indecency on County property.
23. Gambling on County property.
24. Unlawful discrimination or harassment.

25. Inappropriate use of the County electronic mail system.
26. Viewing and use of inappropriate websites.
27. Engaging in the use of a cell/mobile phone while operating a motor vehicle on County business that is in motion, unless such mobile phone is equipped and used with a hands-free device. Emergency phone calls are the only exception, such as to summon "9-1-1" or other similar number for emergency assistance.

Section 2. Inspection of County Property. All desks, lockers, filing cabinets, computers and other storage areas provided by the County remain the property of the County, even though the County may permit an employee to lock such a desk, locker, filing cabinet or other storage area. These items are provided by the County for business purposes and for the convenience of the employees. Employees have no expectation of privacy in the contents of such desks, lockers, filing cabinets, computers or other storage areas, all of which are subject to periodic inspection by the County. Where practicable, such inspections will be conducted in the presence of a witness.

## **ARTICLE 23**

### **LAYOFF**

Section 1. Authorization. The decision to authorize a layoff shall be determined by the Board of Commissioners. The Department Head shall determine which employee shall be laid off within their Department. During the period of layoff, all benefits shall cease unless otherwise specified in these policies.

Any employee who is laid off shall receive pay for any unused annual leave, compensatory time (non-exempt employees only) and sick leave (if employed 25 years or more only). If an employee is re-called within the one (1) year maximum period, they shall begin to accumulate annual leave immediately at the rate when laid off, and they shall not be required to complete six (6) months of regular continuous paid service to use the annual leave hours. If an employee is re-called within the one (1) year maximum period, they shall resume use of their unused sick leave and continue to accumulate immediately.

Section 2. Recall. Employees shall be re-called to their previous department and classification in the reverse order they were laid off, ie: the most recently laid off will be the first to return to work. The right to recall, shall cease after a period of time equal to the amount of time the employee has worked full time, or to a maximum of not more than (1) year from the date of the employee's layoff, whichever is less. If the employee is rehired after such period, they shall be considered a new employee, without seniority.

Section 3. Failure to Respond. Employees who have been laid off and who, within five (5) days after recall notice by certified mail to their last known address shown on the County's personnel records, fail to respond as directed or decline recall, shall be presumed to have waived their recall rights and shall be deemed to have resigned.

## **ARTICLE 24**

### **NEPOTISM POLICY**

**Section 1. Immediate Family.** No individual shall be hired in a department if, at the time of their application for employment that potential employee has a member of their immediate family (as an employee, department head, or elected official) working in the same department to which they seek employment. Immediate family shall mean current spouse, child, brother, sister, parents, parents of current spouse, grandparents or grandchildren.

**Section 2. Commissioner Requirements.** No Commissioner shall be employed in any department of the County. No spouse of a Commissioner shall be employed in any department of the County, unless that spouse's employment date is prior to the date of the election of the Commissioner. If any member of a Commissioner's immediate family is employed by the County, such Commissioner shall acknowledge same upon the record of the January meeting each year.

**Section 3. Preferential Consideration.** No individual, not covered in Sections 1 and 2 above, seeking employment shall receive any preferential consideration for employment because of the fact that individual has a relative, by blood or marriage, employed or in an elected County position. All such applications shall be considered for employment strictly on the basis of their qualifications.

**ARTICLE 25**

**CONFLICT OF INTEREST**

An employee shall not directly or indirectly derive any personal benefit, arising out of or due to their employment or position with the Employer, from any person or private entity which does business with the Employer.

**ARTICLE 26**

**COMMUNICATION WITH PERSONS NOT  
ASSOCIATED WITH THE COUNTY**

It is the policy of the Employer that no employee shall speak with, provide information or documents to, or otherwise communicate with an attorney, private investigator or other persons not associated with the County pertaining to inquiries on an existing or potential lawsuit or claim against the Employer or any of its employees. Employees contacted by an attorney, private investigator, or other persons not associated with the County regarding such matters shall advise the attorney, private investigator or other persons not associated with the County that they are not permitted to discuss it with them without the express written authorization of the County Controller. The attorney, private investigator or other persons not associated with the County shall then be referred to the County Controller for information.

This policy does not apply to protected free speech in a matter of “public concern”.

This policy also does not apply to sworn testimony properly obtained through a subpoena or in a properly ordered court deposition.

## **ARTICLE 27**

### **NON-DISCRIMINATION**

It is a policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, color, religion, sex, age, national origin, height, weight, marital status, sexual orientation, gender identity, disability or any other legally protected status. Employees with disabilities who feel accommodation is needed to perform their job must notify the Controller in writing of the need for reasonable accommodation within 182 days after the date the employee knew or reasonably should have known that accommodation was needed. Failure to properly notify Eaton County will preclude any claim that Eaton County failed to accommodate the employee with the disability. Eaton County will make accommodations that do not pose an undue hardship to the County.

## ARTICLE 28

### HARASSMENT

Section 1. Sexual Harassment. Sexual harassment of employees by other employees or elected officials is strictly prohibited.

The law defines sexual harassment as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when either:

1. Submission to or rejection of such conduct or communication by an individual is used as a factor in employment decisions affecting the individual, or
2. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or create an intimidating, hostile or offensive employment environment. This includes, but is not limited to:
  - a. Sexually-oriented jokes, gestures, noises, remarks or comments about a person's sexuality or sexual experience directed at or made in the presence of an employee;
  - b. Sexual or discriminatory displays or publications; and
  - c. Retaliation for sexual harassment complaints.

The foregoing policies require that each individual exhibit, in his conduct and communications, sound judgment and respect for the feelings and sensibilities of each employee.

It is the policy of Eaton County that any employee who in good faith believes he has been subjected to sexual harassment prohibited by law, or who believes in good faith he has observed sexual harassment prohibited by law, must report that fact immediately in writing to his Department Head or the Controller in the event the claim is against their Department Head.

Any report or complaint reported to a Department Head must immediately be given to the Controller and will be promptly investigated and remedial action, up to and including immediate discharge, will be undertaken as appropriate. To the extent possible, the investigation will be conducted in a manner calculated to protect the privacy of the individuals involved and the confidentiality of the complaint. If a report of sexual harassment prohibited by law is made in good faith, Eaton County will protect the reporting individual from retaliation or any other detrimental impact on his employment.

Section 2. Other Harassment. The Employer desires its employees to be free of harassment of all kinds while working. In addition to sexual harassment as described in Section 1, the Employer prohibits racial, ethnic, age or any other illegal harassment. Strong disciplinary action up to and including discharge will be taken against any employee who engages in illegal harassment. Employees subject to or who observe any type of illegal harassment are required to report such acts as described in Section 1 above.

**ARTICLE 29**

**PHYSICALS**

New employees hired into specific positions, designated by the County must pass a physical and/or drug screening before starting work. The physicals will be given by a physician approved by the County. The list of specified positions may be modified at any time by the County.

**ARTICLE 30**

**GENDER**

The use of the male gender herein shall include the female and vice-versa.


**ARTICLE 31**

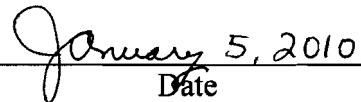
**ADDRESS CHANGES**

An employee shall notify the Employer in writing of any change in name or street address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and street address shown on his record for all purposes involving his employment.

All persons working in the office of the Eaton County Clerk (including the Register of Deed's Office and the Circuit Court Clerk's Office) are employees of the Eaton County Clerk and the Eaton County Board of Commissioners and any reference in the manual to Employer shall reflect this dual employment status. No representative of Eaton County, other than the majority of the Board of Commissioners, by Board Resolution, has any authority to enter into any agreement regarding economic issues contrary to the provisions contained herein. No representative of Eaton County, other than the County Clerk, has any authority to enter into any agreement regarding non-economic issues contrary to the provisions contained herein. The status of employees is at will and employment may be terminated, with or without cause, at the option of either the Employer or the employee.

All employees working in the Clerk's Office shall be covered by the economic benefits and non-economic policies provided in this Personnel Policy.

  
\_\_\_\_\_  
Fran Fuller  
Eaton County Clerk

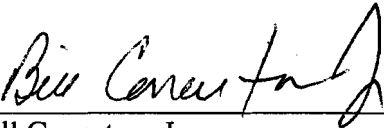
  
\_\_\_\_\_  
Date

  
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Joseph Brehler, Chairman  
Eaton County Board of Commissioners

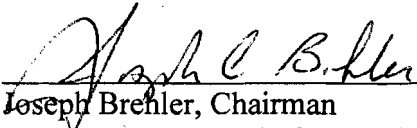
  
\_\_\_\_\_  
Date

All persons working in the office of the Eaton County Treasurer are employees of the Eaton County Treasurer and the Eaton County Board of Commissioners and any reference in the manual to Employer shall reflect this dual employment status. No representative of Eaton County, other than the majority of the Board of Commissioners, by Board Resolution, has any authority to enter into any agreement regarding economic issues contrary to the provisions contained herein. No representative of Eaton County, other than the Treasurer, has any authority to enter into any agreement regarding non-economic issues contrary to the provisions contained herein. The status of employees is at will and employment may be terminated, with or without cause, at the option of either the Employer or the employee.

All employees working in the Treasurer's Office shall be covered by the economic benefits and non-economic policies provided in this Personnel Policy.

  
\_\_\_\_\_  
Bill Conarton, Jr.  
Eaton County Treasurer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph Brehler, Chairman  
Eaton County Board of Commissioners

  
\_\_\_\_\_  
Date


All persons working in the office of the Eaton County Prosecutor are employees of the Eaton County Prosecutor and the Eaton County Board of Commissioners and any reference in the manual to Employer shall reflect this dual employment status. No representative of Eaton County, other than the majority of the Board of Commissioners, by Board Resolution, has any authority to enter into any agreement regarding economic issues, contrary to these provisions. No representative of Eaton County, other than the Prosecuting Attorney, has any authority to enter into any agreement regarding non-economic issues contrary to these provisions. The status of employees is at will and employment may be terminated, with or without cause, at the option of either the Employer or the employee.

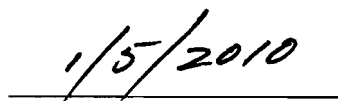
All employees working in the Prosecutor's Office shall be covered by the economic benefits provided in this Personnel Policy with the following exception:

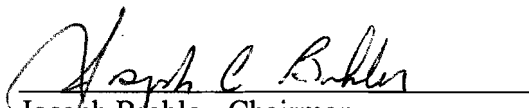
Article 16, Section 3: Lunch Hour and Breaks

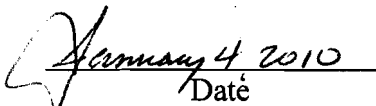
All employees working in the Prosecutor's Office shall be covered by the non-economic policies provided in this Personnel Policy with the following exceptions:

Article 20. Annual Employee Evaluation  
Article 21. Grievance Procedure  
Article 22. Work Rules; Rule 27  
Article 23. Layoff

  
\_\_\_\_\_  
Jeffrey L. Sauter  
Eaton County Prosecuting Attorney

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph Brehler, Chairman  
Eaton County Board of Commissioners

  
\_\_\_\_\_  
Date

All person's working in the Eaton County Sheriff's Office (except elected officials) are employees of the Eaton County Sheriff and the Eaton County Board of Commissioners and any reference in the manual to Employer shall reflect this dual employment status. No representative of Eaton County, other than the majority of the Board of Commissioners, by Board Resolution, has any authority to enter into any agreement regarding economic issues contrary to the provisions contained herein. No representative of Eaton County, other than the Sheriff, has any authority to enter into any agreement regarding non-economic issues contrary to the provisions contained herein. The status of employees is at will and employment may be terminated, with or without cause, at the option of either the Sheriff or the employee.

All employees working in the Sheriff's Office (including elected officials) shall be covered by the economic benefits policies provided in this Personnel Policy. The discretion to amend the economic benefits for the employees covered by this Personnel Policy remains within the sole discretion of the Board of Commissioners.

All employees working in the Sheriff's Office shall be covered by the non-economic policies provided in this Personnel Policy with the following exception:

**Article 20. Annual Employee Evaluation**

**Article 21. Grievance Procedure**

**Article 22. Work Rules**

**Rule #19** shall read as follows:

Sheriff's Office employees shall comply with the Security Policy for the County Courthouse adopted by the Courts and the County Board of Commissioners. Sheriff's Office employees may possess a firearm on County property if properly authorized by the Sheriff.

**Rule #27.**

**Article 22. Work Rules; Sec. 2. Inspection of County Property**

All desks, lockers, filing cabinets, computers and other storage areas provided by the County remain the property of the County, even though the County may permit an employee to lock such a desk, locker, filing cabinet or other storage area. These items are provided by the County for business purposes and for the convenience of the employees. Employees have no expectation of the privacy in the contents of such desks, lockers, filing cabinets, computers or other storage areas, all of which are subject to periodic inspection by the Sheriff. Where practicable, such inspections will be conducted in the presence of a witness.

**Article 23. Layoff**

**Article 24. Nepotism**

**Article 28. Harassment**

**Section 1. Sexual Harassment.** Sexual harassment of employees by other employees or elected officials is strictly prohibited.

The law defines sexual harassment as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when either:

1. Submission to or rejection of such conduct or communication by an individual is used as a factor in employment decisions affecting the individual, or


2. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or create an intimidating, hostile or offensive employment environment. This includes, but is not limited to:
- a. Sexually-oriented jokes, gestures, noises, remarks or comments about a person's sexuality or sexual experience directed at or made in the presence of an employee;
  - b. Sexual or discriminatory displays or publications; and
  - c. Retaliation for sexual harassment complaints.

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Any report or complaint reported to a Department Head will be promptly investigated and remedial action, up to and including immediate discharge, will be undertaken as appropriate. To the extent possible, the investigation will be conducted in a manner calculated to protect the privacy of the individuals involved and the confidentiality of the complaint. If a report of sexual harassment prohibited by law is made in good faith, Eaton County will protect the reporting individual from retaliation or any other detrimental impact on his employment.

If any part of this policy is in conflict with any existing Collective Bargaining Agreement, the Agreement language will prevail.

  
\_\_\_\_\_  
Michael Raines  
Eaton County Sheriff

1-8-10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph Brähler, Chairman  
Eaton County Board of Commissioners

January 4, 2010  
\_\_\_\_\_  
Date