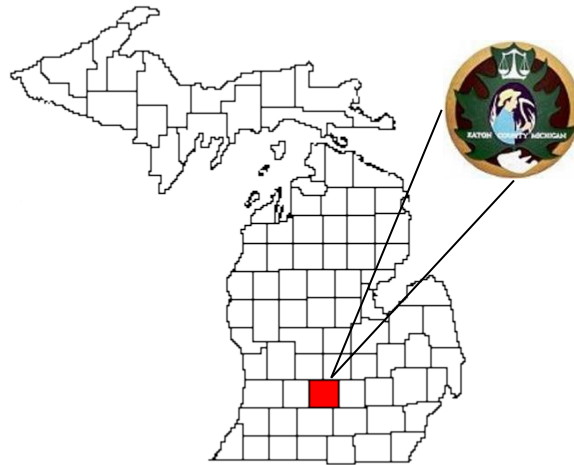


Eaton County

Board of Commissioners



Policy Handbook

The County reserves the right to interpret, modify, or supplement the provisions of this manual at any time.

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1.0 WELCOME

1.1 *Welcome*

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. Unless otherwise covered under a collective bargaining agreement or individual employment contract that specifies otherwise, all Eaton County employees are at-will 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 relay 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 County 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 this 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.

Jeremy Whittum, Chairman
Eaton County Board of Commissioners

Date

1.2 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. If there is a conflict between the benefits provided in this Handbook and those provided under a collective bargaining agreement (CBA) or individual employment agreement, the CBA or employment agreement will supersede the terms of this Handbook.

ECONOMIC BENEFITS

ARTICLE 1. INSURANCE

Section 1. Health Insurance – Current Employees

(a) Coverage. All eligible regular full-time employees (employees regularly scheduled at least 30 hours per week) and eligible family members are eligible to be covered by a health insurance plan, which is currently Blue Cross and Blue Shield of Michigan-Community Blue PPO Plan. When adding their spouse, the employee must provide a copy of their marriage license and spouse's birth certificate. When adding their dependents, the employee must provide a copy of the birth certificates of each dependent. An open enrollment period will be held annually for a period not to exceed two weeks during November.

The County offers two Blue Cross and Blue Shield of Michigan-Community Blue PPO Plans. The base health insurance coverage is the Blue Cross/Blue Shield Community Blue 12 Plan, in which the employee will be automatically enrolled unless they elect the Blue Cross/Blue Shield Community Blue 6 Plan. The two Plans are as follows:

The Blue Cross/Blue Shield Community Blue 12, with deductibles of \$1,000/\$2,000, 20% co-insurance, co-insurance maximums of \$2,500/\$5,000, \$20 OV, \$10/\$40/\$80 Rx. The Plan also includes certain other benefits and exclusions as described in benefit summaries provided by the insurance carrier.

The County shall offer, as an option, the Blue Cross/Blue Shield Community Blue 6, with deductibles of \$250/\$500, 10% co-insurance, co-insurances maximums of \$1,000/\$2,000, \$20 OV, \$5/\$30/\$45 Rx. The Plan also includes certain other benefits and exclusions as described in benefit summaries provided by the insurance carrier.

Employee contributions will be determined by the Board of Commissioners in accordance with the provisions of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act. Employee contributions will be payroll deducted on the first and second pay of each month (such payment will not be made by employees who waive health insurance coverage pursuant to (b) of this section).

An employee, whose spouse has comparable group health insurance from another source, must secure coverage for the spouse from that group. The spouse's

premium contribution for the comparable coverage must also cost the spouse less than \$2,000.00 annually for their single coverage. 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. Spousal coverage will be reviewed annually during open enrollment.

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 open enrollment. 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 monthly (up to \$1,200 per year) directly as taxable compensation. (The County shall pro-rate an employee's 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 eligibility for 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.

An employee losing health insurance coverage from another source shall notify the Controller's Office within 3 weeks, so that the employee and dependents, where appropriate, can be 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 the loss of alternate coverage. 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. Retiree Health Insurance – Employees 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 hired prior to January 1, 2006, upon retirement with the County paying the appropriate health insurance premiums. Retirees will automatically be enrolled in the base health insurance coverage with the option to elect the alternate coverage and participate in the applicable cost sharing. This is not a lifetime benefit; this is the County's current practice. The County reserves the right to terminate or alter its health insurance coverage of retirees at any time. Retirees are required to apply for Medicare (Parts A and B) when they are eligible to do so. An employee who fails to enroll in Medicare Parts A and B as required by this section shall be ineligible for the County health coverage otherwise provided within this section. An eligible employee is one who:

(1) Is full time prior to January 1, 2006, and has 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 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 25 years of service (as defined in (1) above) and has not attained the age of 55 and who maintains the Employer's group health insurance plan by paying the full amount of the premium on a prepaid monthly basis or is continuously enrolled in some other type of health coverage program. Premiums must be paid in full the month prior to the insurance coverage, and at no time will the former employee be allowed to stay on the policy if payment is not received at the specified date prior to the month the coverage is effective. When said employee reaches age 55, they become eligible for County paid group health coverage the first of the month following their date of birth, as provided herein, provided the employee and spouse, if applicable, can document continuous 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, they must secure coverage from that group. The premium contribution for the comparable coverage must also cost less than \$2,000 annually, for their single coverage. The retiree may then return to the Employer's group health coverage upon their 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 premium contribution for the comparable coverage must also cost the spouse less than \$2,000 annually, for their single coverage. The spouse may then be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source. Spousal coverage will be reviewed annually during open enrollment.

(d) Spouse Coverage. An eligible employee may include health insurance coverage for their spouse (at the time of retirement) under the following conditions:

(1) From the date of spousal enrollment 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 12-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 12-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 12-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 12-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 applicable premium payments made thereafter, subject to the election of coverage made. 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 spousal enrollment for paid health insurance.

(7) Employee premiums must be paid in full each quarter, and at no time will the spouse be allowed to stay on the policy if payment is not received at the specified date prior to the quarter the coverage is effective.

For all employees hired after January 1, 2001, spouses will not be covered.

In the event of the retiree's death, the eligible spouse may continue coverage as described in this Section. Premiums must be paid in full each quarter, and at no time will the spouse be allowed to stay on the policy if payment is not received at the specified date prior to the quarter the coverage is effective.

(e) A retiree may completely and totally withdraw from the Employer's group health coverage. In the event a retiree withdraws from the Employer's group health coverage and does not receive 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) Payment in Lieu of Coverage. An employee who retires prior to January 1, 2020, and is also receiving payment in lieu of coverage under this section, shall continue to be eligible to receive the payment contained herein. That employee shall have executed an affidavit prepared by the County to elect not to be covered by the health insurance provided under this Article. In the event that employee elects to forego health insurance, the County shall pay an amount up to twelve hundred dollars (\$1,200.00) directly to them 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 12-month period.

(g) 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 Controller's Office within 3 weeks, so the retiree and dependents, where appropriate, can be re-enrolled in a health care plan the day following the loss of

coverage. The retiree shall be paid a pro-rated payment based on the portion of the 12-month period coverage was waived.

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 based on the portion of the 12-month period coverage was waived.

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). The County has a Health Care Savings Program (HCSP) available through the Municipal Employees' Retirement System (MERS).

(a) Employees hired after January 1, 2006, will be required to contribute 1% of their salary into their (HCSP), which will be a pre-tax deduction. In addition, the County will contribute an amount of \$50 per pay, into their HCSP.

(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%, on a post-tax basis. There will be an annual open enrollment period not to exceed two weeks during the month of November of each year for an effective date of January 1.

(c) 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 HCSP has a vesting period. If an employee terminates employment prior to 5 years of service they will receive only their contributions. An employee with 5 years of service, but less than 10 years of service, shall receive both their contributions and 50% of the County's contributions upon their termination of employment from the County. An employee with 10 years of service or more 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 will receive optical coverage. The cost of the coverage is paid 100% by the Employer. The Employer has the right to change the coverage, carrier, and premium coverage provided by the Employer at any time.

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, as outlined in the Disability Income Plan for Employees of Eaton County, Revised January 2011. The coverage shall provide the following:

66 2/3% of basic weekly earnings to a maximum to be determined annually by the Ways and Means Committee 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 forms and complete and return to the Controller's Office. Minimally the Controller's Office must be notified in writing within three business days of the date the disability leave begins. If written documentation is not received within three business days, the disability leave will begin the date the forms are received by the Controller's Office and will not be applied retroactively to the date of occurrence.

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 an employee is receiving disability payments, and that employee chooses to supplement those payments with their accumulated leave time, employees will be responsible for the necessary pension contribution on both the disability payment and the supplemental payments. The employee will be granted service credit for the time the employee is receiving such disability payment as long as they meet the required 80 hours per month. This is in accordance with MERS Policy.

In the event an employee is receiving disability payments, and that employee chooses not to supplement those payments with their accumulated leave time, that employee will not be subject to any pension contributions on the disability payment. As such, the employee will not be granted service credit for any calendar month in which the employee has not worked at least 80 hours. This is in accordance with MERS Policy.

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

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

If an employee fails to return to work from a disability leave and resigns prior to the completion of 90 days of employment, they shall be required to reimburse the County for any disability benefits received during their leave, unless their reason for not returning or not completing the 90-day period is that the employee is eligible for another disability leave, disability retirement, workers' compensation or Family Medical Leave Act. During the time an employee is off of work on the Disability Plan, they shall have no other employment.

(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. 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 Controller's Office. 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. Restrictions set by the physician apply to both work and home. Limited duty assignments cannot extend more than one year in duration.

When an employee is approved for normal duty by the appropriate physician, they shall immediately notify the Controller's Office 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 offers both a Medical Flexible Spending Account and Dependent Care Flexible Spending Account through a third-party administrator. Voluntary contributions to an Employee's Flexible Spending Account (FSA) are made on a pre-tax basis through payroll deduction. Requests for reimbursement are sent directly to the third party administrator. New hires are eligible to join the first of the month following 30 days of employment providing the necessary paperwork is completed and returned. There will be an annual open enrollment period during the month of November of each year for an effective date of January 1. Administration of the FSA is subject to the rules and regulations of the FSA administration and the Internal Revenue Service.

Section 9. Deferred Compensation

The County offers a group deferred compensation program. There are four open enrollment periods each year. No employer participation or contributions are

provided to this program. The County reserves the right to change the program third party administrator at any time and without notice.

Section 10. Continuation of Insurance Coverage

Employees on an unpaid leave of absence, other than FMLA, greater than 30 days shall pay the full cost of their life, disability, dental and health insurance premiums if they want those benefits to continue while on leave, provided that the insurance carrier permits such payment. An employee who goes off on an unpaid leave of absence for at least 13 weeks and elects not to continue the cost of their insurance premiums will be required to meet the insurance eligibility requirements upon their return to re-enroll (first of the month following 30 days of employment). No other benefits shall continue to accrue while an employee is on unpaid leave of absence.

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 3 weeks of the occurrence. The employee must provide a copy of the appropriate document such as a Marriage License, Birth/Death Certificate or Divorce Decree when making these changes. If notice of the addition of dependents is not made within the 3-week period, the addition will not be able to be effective until the next open enrollment period. The open enrollment will be held annually for a period not to exceed 2 weeks during November. In the event an employee fails to remove a dependent when that dependent becomes ineligible for coverage, the Employee shall reimburse the Employer for the cost of any claims incurred.

ARTICLE 2. FAMILY AND MEDICAL LEAVE

Notice to employees regarding the Family and Medical Leave Act of 1993. The County will comply with all applicable requirements of the Family and Medical Leave Act of 1993 ("FMLA").

Section 1. Eligibility

The FMLA defines eligible employees as an employee who has (1) completed 12 months of employment, and (2) has worked at least 1,250 hours in the past 12 months.

Section 2. Leave Entitlement

An eligible employee may request an unpaid leave of absence for a period not to exceed 12 weeks (26 weeks in the case of an eligible service member leave) in any 12-month period measured forward from the date the employee's first FMLA leave begins.

The leave may be taken for the following reasons:

(a) A serious health condition that makes the employee unable to perform the functions of their 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 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 12 months of the child's placement;

(e) Because of qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is on covered active duty or called to covered active duty status as a member of the Nation Guard, Reserves, or Regular Armed Forces.

According to the FMLA, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or (2) "continuing treatment" by a health care provider. For further information on what is considered "continuing treatment," contact the Benefit Specialist in the Controller's Office.

Unless leave is taken for the employee's own serious health condition or that of their child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to 12 weeks.

Any time off under the County's Short Term Disability Plan and Workers Compensation is included as part of the 12 weeks allowed under the Family and Medical Leave Act.

Section 3. Notice Requirements

All requests for FMLA leave must be submitted to the Benefit Specialist in the Controller's Office. The requests should be in writing, must give the reason for the request and must give the expected duration of the leave.

Employees who want to take FMLA leave ordinarily must provide at least 30 days notice of the need for leave, if the leave is foreseeable. If the employee's need is not foreseeable, the employee should give as much notice as is practicable. When leave is needed to care for an immediate family member or for the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment in order to prevent disruptions of the employer's operations. Employees must provide notice of their need for leave to the Benefit Specialist in the Controller's Office. An employee's failure to provide notice in accordance with this Section may result in denial of FMLA leave.

When leave is taken for the birth of a child or to care for the child within 12 months, and the leave is foreseeable based on the event, the employee must provide not less than 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 30 days' notice before the date the leave is to begin. If the date of treatment requires leave to begin in less than 30 days, however, the employee must provide such notice as soon as is practicable.

Section 4. Medical Certification and Periodic Recertification

When leave is taken for the employee's own serious health condition, or to care for the serious health condition of a spouse, child or parent, the Employer may require certification of the serious health condition 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 the serious health condition of the employee's family member for a specified time.

The Employer may require that the employee provide periodic recertifications of the serious health condition on a reasonable basis.

Section 5. Second and Third Opinions

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.

Section 6. Intermittent Leave

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.

Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within 12 months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule.

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 their 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 doctor's statement is not specific.

Section 7. Unpaid Leave

Although the law indicates that an employee is entitled to a 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 or compensatory time, concurrent with the FMLA leave. However, this does not extend the FMLA leave beyond the 12 weeks.

Section 8. Benefits During Leave

The Employer shall continue to pay the cost of the Employer's 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 2 (a) through (e) 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 bereavement 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 9. Return Rights

When the leave is a result of the employee's own serious health condition, a fitness for duty certification from the employee's health care provider is required to return to work.

Upon return from a leave, at or prior to expiration of the leave, taken for a reason listed under Subsections 2 (a) through (e) above, the employee will be returned to their 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 10. 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 provides Workers' Compensation coverage.

A work related injury must be immediately reported to the employee's Supervisor and the Controller's Office so that the appropriate forms can be completed. Arrangements can then be made by the Controller's 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 Controller's Office for the employee.

After 28 days from the inception of medical care, an employee may treat with a physician of his own choice but they must first notify the Controller's Office of the name of the physician and their 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. Employees shall be required to advise the Controller's Office when they are physically able and qualified to perform limited

duties. 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 Controller's Office.

When an employee is approved for normal duty by the appropriate physician, they shall immediately notify the Controller's Office and present proper medical certification.

ARTICLE 4. RETIREMENT

The provisions of the Retirement Program are governed by the terms of the Municipal Employees' Retirement System (MERS) Plan Document and State and Federal law, and are not subject to the grievance procedure.

Section 1. Benefit Program

All regular full-time and eligible part-time employees are currently covered by the Municipal Employees' Retirement System, (MERS) 2.0% Benefit Program. 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) 2.0% Benefit Program. 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).

Section 3. Final Average Compensation

The Plan provides for the final average compensation being computed on the highest 36 consecutive months of earnings, divided by 3.

Section 4. Rehire of Retiree

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 unless all criteria set forth by current MERS policy is met. The full County Board must approve all such rehires into a MERS retirement group. For additional information regarding current MERS policy as it pertains to this issue, contact the Controller’s Office.

ARTICLE 5. LONGEVITY

Section 1. Schedule

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

Years of Continuous Service	Annual Benefit
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 prorated 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 payday in December.

Section 3. Pro-Rated Longevity Payments

Longevity pay shall be prorated, based on an employee’s years of continuous service from their date of employment.

Section 4. Unpaid Leave

Employees on an unpaid leave of absence or unpaid disability leave for a period of more than 30 days, who are otherwise eligible for the longevity payment, shall have their longevity payment prorated based upon the deduction of unpaid hours after the first 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 prorated 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 regular full-time and regular part-time employees will receive the following thirteen (13) holidays based on the recognized date of observation:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Juneteenth
- 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.

For regular part-time employees, if a holiday falls on a day that is not a regularly scheduled workday, the employee will not receive any additional compensation for that day. Department Heads may not give another day off in lieu of that holiday.

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 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 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:

CONTINUOUS SERVICE	HOURS EARNED EACH PAYROLL PERIOD (80 HRS) OF PAID SERVICE
0 thru 4 years	4 hrs. (2 weeks and 3 days per year)
5 thru 9 years	5.55 hrs. (3 weeks and 3 days per year)
10 or more years	7.1 hrs. (4 weeks and 3 days per year)

After an employee has completed 4 years of employment, at the beginning of their 5th year, they will accrue 5.55 hours per pay period. When they have completed their 9th year of employment, at the beginning of their 10th year, they will accrue 7.1 hours per pay period.

Regular part-time employees shall earn annual leave on a prorated 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, in increments of no less than one-quarter (0.25) of an hour.

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. In the event a new employee, who has not completed 6 months but has completed 90 days of employment with the County, and has exhausted all available sick time, the employee may utilize accrued annual leave solely for purposes covered under Article 8, Paid Sick Leave.

Section 3. Accumulation

No annual leave shall be authorized or accumulated in excess of 240 hours. Any hours in excess of 240 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 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 continued on the payroll with their unused annual leave hours.

Employees who leave or quit without giving at least 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 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 prorated 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 may accumulate sick leave to a maximum of 500 hours. Any sick leave hours accumulated in excess of 500 hours shall be compensated to the employee once a year at their current rate of pay for employees. Such compensation will be made on the first pay day in December.

Section 3. Use

Employees may use accrued sick leave hours, in a minimum of one quarter (0.25) of an hour increments up to 8 hours (consistent with the employee's regularly scheduled work hours) provided they have been employed 30 days.

Eligible employees may use accrued paid sick leave for absences due to the following circumstances:

Mental or physical illness, injury or health condition of the employee or the employee's family member (as defined below), including medical diagnosis, care, treatment, or preventative care;

Medical care, counseling, relocation, legal services, or court appearances related to domestic violence or sexual assault against the employee or the employee's family member (as defined below); and

The closure of the employee's place of work or the employee's child's daycare/school due to a public emergency;

Absences for medical, dental or optical appointments. 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.

An employee's family members, for purposes of use of sick time, shall be defined as the employee's current spouse, child (including biological, adopted, foster, stepchild, or child for whom the employee is the legal guardian), parent (including biological, foster, step, adoptive or legal guardian when the employee was a minor), grandparent, grandchild, and sibling (including biological, foster or adopted).

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 to the Controller's Office 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. Payout 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 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 Controller may require that an employee present medical certification of their 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 their Department Head to submit a statement to the Controller's Office from their physician qualifying their ability to return to work.

Section 7. Eligible Seasonal Employees Accrual

Seasonal employees who are employed by the County for a work assignment in excess of 25 weeks shall be eligible for Paid Sick Leave as defined in this subsection.

Seasonal employees shall accrue 1 hour of paid sick leave for every 35 hours worked, up to 40 hours of paid sick leave in a benefit year, beginning upon hire. Seasonal employees will be eligible to use accrued paid sick leave under the terms of Subsection 3 after 90 days of employment with the County. Employees will be eligible to carry forward up to 40 hours of unused paid sick leave from one benefit year to the next. Seasonal employees will not be paid for any unused paid sick leave.

Seasonal employees who are employed for a work assignment in excess of 25 weeks shall be entitled to a bank of 40 hours of paid sick leave that employees shall be eligible to use as of the employee's 91st day of employment with the County. Employees shall not be eligible to carry forward any unused paid sick leave from one benefit year to the next. Seasonal employees will not be paid for any unused paid sick leave.

ARTICLE 9. BEREAVEMENT LEAVE

Section 1. Eligibility

All regular full-time and regular part-time employees.

Section 2. Procedures

An employee who wishes to take time off due to the death of an immediate family member, should notify their department head or elected-official as soon as possible.

Leaves granted under this section shall commence on or between the date of the death and the date of the funeral or memorial service.

In addition to bereavement leave, an employee may, with their department head's or elected official's approval, use any accumulated leave time for additional approved time off as necessary. Employees may be required to provide documentation with regard to their bereavement leave, e.g. death certificate, funeral or memorial notice.

Paid bereavement leave will be granted according to the following schedule:

Employees are allowed up to 5 days off from regularly scheduled hours in the event of the death of the employee's current spouse, child or parent, including legal guardian.

Employees are allowed up to 3 days off from regularly scheduled hours in the event of death of the employee's sibling, grandparent, grand child or current in-law.

Employees are allowed to take the day of the funeral off in order to attend the funeral of all other relatives upon receiving prior approval of the department head or elected official, with such time deducted from the employee's accumulated leave time.

Employees are allowed up to 4 hours of bereavement leave to attend the funeral of a current employee of the County within their office, provided such absence from duty will not interfere with normal operations of the office.

ARTICLE 10. MILITARY LEAVE

Section 1. General Statement

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 11. JURY DUTY

Section 1. General Statement

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 their supervisor when notified of their selection by showing his Notice of Jury Duty, and must report for work immediately upon their release from jury service each day.

ARTICLE 12. LEAVE WITHOUT PAY

Section 1. Disability Leave

Upon expiration of all paid time off benefits, an employee may be granted an unpaid leave of absence by the Ways and Means Committee if the employee is unable to return to work and the employee's paid leave benefits have expired because of continued illness, injury or disability due to pregnancy.

Such disability leave may be for the duration of the illness, injury or pregnancy, but in no event shall total leave exceed one year from the date the employee last performed work before beginning a leave due to medical reasons. If the employee is not able or does not return to work upon expiration of one year from the start of the disability leave, the employee will be terminated from employment with the County.

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 leave. Before returning to work, the employee must provide a physician's certificate approving the employee's return to the job. Such leave time shall run concurrently with any entitlement to leave under the Family and Medical Leave Act. Employees will be responsible for full health insurance premium coverage for any disability leave, pursuant to this section, that is beyond the employee's FMLA entitlement.

Section 2. Leave Without Pay

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, however all other applicable leave must be exhausted 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.

ARTICLE 13. EDUCATIONAL ASSISTANCE POLICY

Section 1. Reimbursement

The County may reimburse an employee for tuition costs and other charges, up to a maximum of \$1,000 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, they 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 Controller's 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) they must complete the bottom half of the Tuition Reimbursement Request Form and have their 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 14. 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

(a) Non-Exempt Employees

Overtime shall consist of any and all time worked by an employee eligible for overtime in excess of 40 hours worked in the 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 (See Article 6. Section 4., for Compensation for Holidays).

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 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 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 160 hours. Overtime must be paid for any time accumulated in excess of 160 hours. Compensation at the rate of time and one half 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 continued 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 or provide for the employee to receive a benefit that they are not otherwise entitled to within these policies (i.e., Holiday Pay). 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) Exempt Employees

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 their supervisor to work more than a normal work day (increments of at least one hour), when the work load permits.

Section 3. Alternative Work Schedule

An alternative work schedule may be approved on a case-by-case basis at the sole discretion of the Department Head or Elected Official. An alternative work schedule may be considered if such alternative work schedule does not detrimentally affect or diminish the public availability for service in Section 1 of this Article. Examples of alternative work schedules may include (4) four- (10) ten hour shifts, another combination of shifts meeting the normal work week defined in Section 1 of this Article, or a hybrid work schedule including a combination of remote and in-person work. Employees to be assigned to a hybrid work schedule including remote work must complete a Hybrid Work Agreement. A Hybrid Work Agreement will be approved at the sole discretion of the Department Head or Elected Official.

An alternative work schedule may be terminated at any time at the sole discretion of the Department Head or Elected Official.

Section 4. Lunch Hours and Breaks

Each full time employee shall be allowed a one hour unpaid lunch break near the middle of their scheduled work shift, as determined by the Department Head, based on operational needs. Lunch hours may not be used for overtime purposes.

Breaks are generally allowed twice a day with one near the middle of the first 4 hours of the work day and one near the middle of the last 4 hours of the work day. Each break period is not to exceed 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 15. 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) Regular Part-Time Employees. An employee regularly scheduled to work a minimum of 40 hours per pay period, but less than 40 hours per week 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, bereavement 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. Regular part-time employees who are 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 25 weeks or less in a calendar year, for work that was scheduled for 25 weeks or fewer in the calendar year, working less than 29 hours per week, shall be considered a temporary employee and shall be entitled to wages only with no fringe benefits. 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 29 hours per week 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. The proposed situation must satisfy the definition of the Internal Revenue Service independent contractor relationship.

(f) Seasonal Employees. Any employee working in a seasonal capacity for any County Department scheduled 29 hours or less per week shall be entitled to wages only with no fringe benefits, provided the employee works for 25 weeks or fewer, for a seasonal work assignment that is scheduled to last for 25 weeks or fewer. If a seasonal employee is anticipated to perform work on an assignment in excess of 25 weeks, the seasonal employee shall be eligible for paid sick leave as provided in Article 8.

(g) Other Part-Time Employees. An employee regularly scheduled in advance to work 19 hours or less per week for a period to exceed 6 months shall be classified as other part-time employees and 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 a level within the salary classification with consideration given for years of relevant experience with the prior approval of the Controller.

Section 3. Returning Employees

An employee who previously worked part-time or full-time for the County and returns to part-time or full-time employment will have their seniority reinstated for purposes of longevity and leave accruals.

Section 4. Temporary Retention and Recruiting Premium

Effective February 1, 2022 and continuing for the twelve month period ending January 31, 2023 all current full-time and regular part-time employees defined in Section 1. of this Article will be receive a retention premium stipend in addition to their currently authorized salary of \$250 for each month of continued employment through January 31, 2023, paid the with first regular payroll of the following month. Employees that retire and are 1) immediately eligible to begin receiving their

pension or 2) have attained 25 years of service with Eaton County, while this temporary premium program is in effect shall receive the monthly retention premium stipend through the end of the month in which they retire from employment.

All full-time and regular part-time employees as defined in Section 1. of this Article hired after February 1, 2022 shall be eligible to receive a recruiting premium stipend of \$1,500 after completing six months of employment, to be paid with the first regular payroll of the following month. After completion of six months of employment, employees will receive a retention premium stipend in addition to their currently authorized salary of \$250 for each month of continued employment through January 31, 2023, paid the with first regular payroll of the following month. An employee hired after August 1, 2022, shall be eligible to receive a recruiting premium stipend of \$1,500 after completing six months of employment.

Intermittent and Seasonal employees as defined in Section 1 of this Article shall be eligible to receive a retention premium stipend in addition to their currently authorized salary of \$250 for each month of continued employment through January 31, 2023, paid the with first regular payroll of the following month.

All other employee classifications defined in Section 1 of this Article shall be eligible to receive a retention premium stipend in addition to their currently authorized salary of \$125 for each month of continued employment in which service is provided through January 31, 2023, paid the with first regular payroll of the following month.

ARTICLE 16. 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 Controller's 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 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; i.e.: 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 17. SALARY PLACEMENT

This Article applies to changes in employee salaries as a result of internal promotion (involving employee) or reclassification (involving a position).

Section 1. Promotion

When an employee is promoted to a higher-level position at a higher pay scale, placement on the new (higher) pay scale will be to the salary step that results in the employee receiving a 5% increase in salary within the new (higher) classification, unless the increase results in the employee exceeding the top step in

the new (higher) classification. In this circumstance, the employee will be placed at the top step of the new (higher) classification.

Section 2. Reclassification

When a position is reclassified through the annual, temporary, or special reclassification process, the employee will be compensated at the equivalent annual step within the pay scale of the newly determined classification.

ARTICLE 18. INCLEMENT WEATHER

Section 1. Authorization to Close

The County may be officially closed by the Chairperson of the Board of Commissioners due to inclement weather or other acts of God and employees are instructed to return home. In the event of such closure, they will 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 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

TELEVISION

WILX TV Channel 10

For updated information on delays or closing, employees can call the inclement weather phone number at the Courthouse, (517) 543-4404.

Section 2. Compensation While on Paid Leave

When an employee is on vacation 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:

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

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

NON-ECONOMIC POLICIES

ARTICLE 19. EMPLOYEE EVALUATION

Section 1. General Statement

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 20. GRIEVANCE PROCEDURE

Section 1. General Statement

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 year of their new employment, shall not be able to utilize the above grievance procedure.

ARTICLE 21. 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 at the sole discretion of the Employer. The purpose of these rules is to set forth some rules of conduct, which will result in disciplinary action, including possible discharge. Other types of behavior deemed inappropriate can subject an employee to disciplinary action up to and 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, selling, or using intoxicants or controlled substances, including but not limited to alcohol, illegal narcotics and recreational and medicinal marijuana on County property or during working hours.

2. Reporting for work in an intoxicated condition or under the influence of a controlled substance.
3. Operating a County vehicle in an intoxicated condition or under the influence of a controlled substance.
4. Absence without notification or excuse.
5. Absenteeism.
6. Tardiness.
7. Pattern of abuse of leave time.
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 vehicles taken home overnight and being used for personal reasons).
16. Insubordination.
17. Theft or financial irregularities (embezzlement).
18. Harassment.
19. Fighting.

20. Possessing a firearm on County property, in a County vehicle, or otherwise while the employee is on County business 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.
21. Possession of fireworks or explosives on County property or during working hours.
22. Abusive language to any supervisor, employee or member of the public.
23. Immoral conduct or indecency on County property.
24. Gambling on County property.
25. Unlawful discrimination or harassment.
26. Inappropriate use of the County electronic mail system.
27. Viewing and use of inappropriate websites.
28. Violation of County's Acceptable Use Policy.
29. Violation of County's Email Policy.
30. Violation of County's Social Media Policy.
31. Violation of County's Drug Free Workplace Policy.
32. Violation of County's Workplace Violence Policy.
33. Violation of any and all County Policies.
34. 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, electronic messages (including email and text messages transmitted on County devices or through the County's system) 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 22. 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 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 6 months of regular continuous paid service to use the annual leave hours. If an employee is re-called within the one 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, i.e., 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 one year from the date of the employee's layoff, whichever is less.

Section 3. Failure to Respond

Employees who have been laid off and who, within 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 23. NEPOTISM

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 24. CONFLICT OF INTEREST

Section 1. General Statement

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.

The County expects their employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the County. Business dealings that appear to create a conflict between the interests of the County and an employee are unacceptable. The County recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the County may assess and prevent potential conflicts of interest from arising. The employee should provide written notice of any possible conflict to the Controller's Office as soon as practicable upon the creation of the possible conflict. Following receipt of such notice, the County Board of Commissioners shall determine whether a conflict of interest is in violation of this policy exists.

A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain, including income or benefit, for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the County's business dealings, the employee has a financial interest in a matter proposed to be acted upon by the County, the employee may have a conflict between a personal interest and the public interest of the County, or there is the potential for a possible appearance of impropriety based upon an employee's personal financial or ownership interests.

ARTICLE 25. COMMUNICATION WITH PERSONS NOT ASSOCIATED WITH THE COUNTY

Section 1. General Statement

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 26. NON-DISCRIMINATION

Section 1. General Statement

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.

Section 2. Disabilities and Reasonable Accommodations

The County is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990 and its amendments the Americans with Disability Act Amendment Act (ADAAA), as well as the Persons with Disabilities Civil Rights Act (PWDCRA). It is the County's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

Consistent with this policy of nondiscrimination, the County will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the County aware of their disability, provided that such accommodation does not constitute an undue hardship on the County.

Employees with questions should direct those questions to the Controller's Office. Employees who require a reasonable accommodation in order to perform the essential functions of their job, must notify the Controller in writing of the need

for a reasonable accommodation within 182 days after the date the employee knew or reasonably should have known that accommodation was needed.

Eaton County is committed to engaging in the interactive process with employees requesting a reasonable accommodation. Eaton County will make accommodations that do not pose an undue hardship to the County.

ARTICLE 27. HARASSMENT

Section 1. Sexual Harassment

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

Sexual harassment is defined as unwanted sexual advances; or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors (Quid Pro Quo).
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or the displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations.

- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly as a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

An employee who believes that they have suffered or witnessed sexual harassment should report the incident in writing to their Department Head immediately. Prior to beginning a formal investigation, a complainant will be required to put their complaint in writing. If their Department Head is unavailable or if the employee believes it would be inappropriate or uncomfortable to contact that person, they should immediately contact the Controller in writing regarding the concern. Any report or complaint reported to a Department Head must immediately be given to the Controller.

The County will carefully investigate all claims of harassment. 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. The County will not permit or tolerate any form of reprisal or retaliation against an employee or applicant who files a report in the good-faith belief that this policy may have been violated. Retaliating or discriminating against an employee for complaining about harassment is prohibited and shall be treated as a separate violation of this policy.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

Section 2. Other Harassment

The County is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated.

The term harassment is defined as alarming conduct serving no legitimate purpose; offensive touching; repeated communications made anonymously; telephone excesses; abusive language; words or actions that may terrorize, abuse, harass, annoy, alarm, threaten, insult, taunt, or any other word or action that is likely to cause a violent or disorderly response. The County does not tolerate harassment of employees, independent contractors or residents for any reason, including but not limited to, race, color, religion, sex, height, weight, age, national origin, handicap, or marital or veteran status.

Any employee who believes they has been harassed, or witnesses another employee being harassed, should immediately report the alleged conduct to their Department Head. Prior to beginning a formal investigation, a complainant will be required to put their complaint in writing. If their Department Head is unavailable or if the employee believes it would be inappropriate or uncomfortable to contact that person, they should immediately contact the Controller regarding the concern. A prompt investigation will be conducted. The County will carefully investigate all claims of harassment. 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.

The County will not permit or tolerate any form of reprisal or retaliation against an employee or applicant who files a report in the good-faith belief that this policy may have been violated. Retaliating or discriminating against an employee for complaining about harassment is prohibited and shall be treated as a separate violation of this policy.

Anyone engaging in unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

ARTICLE 28. PHYSICALS

Section 1. General Statement

The County may require an employee to submit to a job-related physical examination, at the County's expense, in the event the employee was injured in the course of work, or appears to be otherwise unfit to perform the essential function of the job (i.e. a "fitness for duty" examination).

ARTICLE 29. GENDER

Section 1. General Statement

The use of gender neutral pronouns herein shall refer to all genders.

ARTICLE 30. DRUG AND ALCOHOL TESTING

Section 1. Purpose

The purpose of this policy is to provide all employees who work in the County with notice of the provisions of the County's drug and alcohol testing program.

Section 2. Policy

It is the policy of this County that the critical mission of the County justifies maintenance of a drug-free and alcohol-free work environment through the use of a reasonable employee drug testing program. There is sufficient evidence to conclude that the use of controlled substances and alcohol, as well as other forms of drug abuse, will seriously impair an employee's physical and mental health, and thus, job performance. To ensure the integrity of the County's operations and to preserve public trust and confidence in a drug-free and alcohol-free work environment, the County will implement a drug and alcohol testing program.

Section 3. Definitions

(a) Employee. Those who work at the County.

(b) Supervisor. Those persons assigned to a position having day-to-day responsibility for supervising subordinates.

(c) Drug Test. The compulsory or voluntary production and submission of urine, in accordance with departmental procedures by an employee for chemical analysis to detect prohibited drug usage.

(d) Alcohol Test. The compulsory or voluntary production of breath, in accordance with the procedures of this policy by an employee for analysis to detect whether that employee is under the influence of alcohol.

(e) Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using drugs or alcohol while on duty, and/or is under the influence of drugs or alcohol while on duty.

(f) Probationary Employee. For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the County as a recently hired employee.

(g) MRO (Medical Review Officer). The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance use disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with their medical history and any other relevant biomedical information.

Section 4. Procedures/Rules

(a) General Rules. The following rules shall apply to all employees while on and off duty:

(1) No employee shall illegally possess any controlled substance.

(2) No employee shall ingest any controlled substance or prescribed substance, except under the direction of a licensed medical practitioner.

(3) An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

a. Should the employee's prescribing physician or pharmacist indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall, prior to their next shift, notify the Department Head or (in the absence of the Department Head) their supervisor, of the known side effects (but not the identity of the medication itself), as indicated by the employee's prescribing physician or pharmacist.

(4) The employee shall, prior to their next shift, advise the Department Head or (in the absence of the Department Head) their supervisor, of the known side effects of such medication (but not the identity of the medication itself), as well as the prescribed period of use, as indicated by the employee's prescribing physician or pharmacist.

(5) The Department Head or (in the absence of the Department Head) the employee's supervisor shall document this information and retain the memorandum for at least 90 days, but in no event longer than the time the employee remains on the medication. A copy of the memo will be forwarded to the Controller's Office. This information shall be confidential, and shall be disclosed only on a "need to know" basis, or as required by law.

(6) No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.

(7) Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

(8) Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to their supervisor.

(9) Discipline of employees for any violation of this policy shall be in accordance with the due process rights provided in the applicable Department's Rules and Regulations, policies and procedures, and the applicable collective bargaining agreement. The employee may be immediately relieved of duty pending an investigation at the discretion of the Controller or his designee, when one of the following occurs:

- a. A refusal to participate;
- b. The medical review officer determines that an employee's drug and/or alcohol test was positive; or
- c. Attempt to alter or substitute a urine or breath specimen.

(b) Applicant Testing.

(1) Applicants for employment shall be required to take a drug and alcohol test as a condition of employment during a pre-employment medical examination.

(2) Applicants shall be disqualified from further consideration for employment under the following circumstances:

a. Refusal to submit to a required test(s);

b. A confirmed positive drug and/or alcohol test; or indicating drug and/or alcohol use prohibited by this policy.

(c) Probationary Employee Testing. All probationary employees shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Controller or the Controller's designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

(d) Employee Testing. Employees will be required to take drug and/or alcohol tests as a condition of continued employment in order to ascertain prohibited drug use, or being under the influence of alcohol, as provided below:

a. The Controller or the Controller's designee may order an employee to take a drug and/or alcohol test upon reasonable suspicion that the employee is or has been using drugs or is under the influence of alcohol. A summary of the facts supporting the order shall be made available to the employee and the Union prior to the actual test, provided that they are a member of the Union.

(e) Penalty. Violation of any provision of this drug and alcohol testing policy can subject an employee to disciplinary action, including discharge.

(f) Collection and Testing Procedures. Testing for drugs and/or alcohol under this policy shall be at the expense of the County of Eaton, and, to the extent practicable, shall be conducted in accordance with 49 CFR Part 40, as amended from time to time. No change in State law regarding the possession or use of marijuana

shall have any affect upon the application and enforcement of this policy, it being specifically understood that the use, possession (except as part of the discharge of an employee's job duties), or being under the influence of marijuana shall be considered a violation of this policy notwithstanding any State law permitting the use, possession, or being under the influence of marijuana.

(g) Drug and Alcohol Abuse Rehabilitation Program. Employees may voluntarily participate in a drug and/or alcohol rehabilitation program on their own or through the County-sponsored Employee Assistance Program; however, participation shall not prohibit drug and/or alcohol testing under this policy. Such an employee will not be disciplined for a violation of this policy, but may be disciplined for other actions and/or omissions that violate the policies set forth in this Handbook and/or Department Rules or Regulations.

ARTICLE 31. ADDRESS CHANGES

Section 1. General Statement

An employee shall provide updated information by entry into the County Human Resource employee portal of any change in name or street address promptly and, in any event, within 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.