

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

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

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

#### **Article 19. Annual Employee Evaluation**

#### **Article 20. Grievance Procedure**

#### **Article 21. Work Rules**

**Rule #20** shall read as follows:

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

#### **Article 21. Work Rules; Sec. 2. Inspection of County Property**

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

#### **Article 22. Layoff**

#### **Article 23. Nepotism**

#### **Article 27. Harassment**

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

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

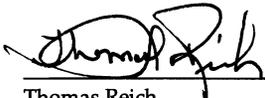
1. Submission to or rejection of such conduct or communication by an individual is used as a factor in employment decisions affecting the individual, or
2. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or create an intimidating, hostile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

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

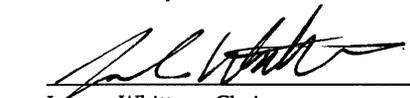
It is the policy of Eaton County that any employee who in good faith believes he has been subjected to sexual harassment prohibited by law, or who believes in good faith he has observed sexual harassment prohibited by law must report that fact immediately in writing to his Department Head or the Controller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

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

If any part of this policy, including but not limited to, the non-economic exemptions above is in conflict with any existing Collective Bargaining Agreement or General Directive of the Sheriff, the Collective Bargaining Agreement or General Directive language will prevail.

  
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Thomas Reich  
Eaton County Sheriff

2/23/2022  
Date

  
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Jeremy Whittum, Chairman  
Eaton County Board of Commissioners

March 25, 2022  
Date