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Employee Handbook**

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# St. Clair County Employee Handbook

## 1.0 Introduction to St. Clair County

### 1.1: DISCLAIMER

#### 1.1:A. NOT AN EMPLOYMENT CONTRACT

This handbook is not an employment contract. It does not confer any rights or privileges from the County of St. Clair to its employees. Nor does it diminish or redefine any term or condition established by a collective bargaining agreement in affect between a formally recognized bargaining unit and the St. Clair County Board of Commissioners.

The purpose of this handbook is two-fold.

[i] It is primarily a document to be used by Confidential and Non-Union Employees (CANUE) to understand the terms and conditions of employment with St. Clair County. CANUE, unlike employees represented by a union, do not have a document that describes terms and conditions of employment as do a collective bargaining agreement.

[Revisions effective 01/01/2007 - Board Approved]

[ii] It is secondly a document that addresses policies, practices and procedures not contained in a collective bargaining agreement. In other words, where a collective bargaining agreement is silent, this handbook contains or provides a link to the policies, practices and procedures that govern the employment conditions of employees who are members of a union. However, it is impossible to address every possible contingency by policy, as a result this handbook will ever be a work in progress.

#### 1.1:B. EMPLOYMENT-AT-WILL

Employment with the County is "at will" except where clearly articulated as "just cause" by a collective bargaining agreement. Employment "at will" means that the County reserves the right, except where abridged by the expressed terms of an applicable collective

IMPORTANT FOOTNOTE: This Handbook speaks **primarily** to exempt (non—union) employees. Employees who are members of unions should consult the collective bargaining agreement for the prevailing policy and procedure. Where a collective bargaining agreement is silent, this policy will apply.

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bargaining agreement or statute, to terminate an employee's employment at any time for any reason or no reason. It should go without saying that an employee also has the right to voluntarily terminate his or her employment with or without reason.

## 1.1:C. POLICY LIMITATION

The County's policies, rules, orders, directives and notices are controlling with respect to the eligibility, application and interpretation of employee compensation and fringe benefits except where the expressed terms of a collective bargaining agreement apply. The County's policies, rules, orders, directives and notices are subject to change from time to time at the sole discretion of the County. In the event of any discrepancy or duplicity between this handbook and any current County policy, rule, order, directive or notice the later shall apply and prevail.

This handbook is not inclusive of all policies, practices and procedures of St. Clair County. Neither does it preclude individual departments from establishing additional policies, practices and procedures that do not conflict with this handbook.

## **1.2: PREAMBLE**

### 1.2:A. WHO IS SUBJECT

The policy and procedure contained in this handbook was adopted by the St. Clair County Board of Commissioners to govern the conduct and operational procedure of all employees of the County of St. Clair, whether the employer status is exclusive to the County or to a Court or shared with elected officials. In the event the Courts operating within the County and/or their various subdivisions and departments are without formal written policy, these policies shall apply to the employees only by formal adoption by the Court, except for those rights constitutionally reserved to Court. Employees who are members of bargaining units shall be subject to the policies and procedures contained in this handbook where the policies and procedures are not otherwise abridged by a collective bargaining agreement.

IMPORTANT FOOTNOTE: This Handbook speaks **primarily** to exempt (non—union) employees. Employees who are members of unions should consult the collective bargaining agreement for the prevailing policy and procedure. Where a collective bargaining agreement is silent, this policy will apply.

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[Revisions effective 01/01/2007 - Board Approved]

## 1.2:B. ELECTED OFFICIALS

No provision of this handbook is intended to restrict, limit, amend, deny or otherwise alter the statutory right of an elected County or Court official's right to establish departmental, operational and/or management policies. Any policy that deviates or expands on these policies should be reduced to writing and filed by the elected County or Court official with the Human Resources Department. It is understood that absent written policy statements to the contrary, the elected County or Court official and his or her staff shall be subject to the policy and procedure contained within this handbook.

[Revisions effective 01/01/2007 - Board Approved]

## **1.3 ABOUT THIS HANDBOOK**

### 1.3:A. HANDBOOK PURPOSE

This handbook is intended to provide an employee with the following.

- [i] A descriptive overview of the County as an organization.
- [ii] A broad overview of the County's policies, practices and procedures.
- [iii] A general description of the working conditions.
- [iv] An explanation of the pay plan and fringe benefit package.
- [v] A direct link from this handbook to policy, procedure, documents and other useful information addressed within this handbook.
- [vi] A single source document from which to gather information about the County.

### 1.3:B. DEPARTMENT AUTHORITY

This handbook is not a totally inclusive document. Each County and Court department and division has the authority to establish work rules, procedures, practices and policies that address the special and individual needs unique to its operation. However, any policy, work

**IMPORTANT FOOTNOTE:** This Handbook speaks **primarily** to exempt (non—union) employees. Employees who are members of unions should consult the collective bargaining agreement for the prevailing policy and procedure. Where a collective bargaining agreement is silent, this policy will apply.

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rule, practice or procedure that deviates or expands on the content of this handbook must be;

- [i] reduced to writing,
- [ii] posted in the department,
- [iii] a copy made available to all department employees, and
- [iv] a copy placed on file with the Human Resources Department.

[Revisions effective 01/01/2007 - Board Approved]

### 1.3:C. HUMAN RESOURCES DEPARTMENT ROLE

The Human Resources Department is not the final arbiter of a department's policy, work rule, practice or procedure. By filing with the Human Resources Department the department may benefit from the knowledge and expertise of the Human Resources Department in adopting policy that conforms to the various acts and regulations affecting the employment of public employees. As well, the Human Resources Department can offer a global view of the organization that will assist a department as it considers work rules, practices, policies and procedure for implementation.

### 1.3:D. THE GOAL IS OPEN COMMUNICATION

The County believes in promoting an atmosphere of open communication and cooperation among all employees. This employee handbook is a reflection of this philosophy. It should be obvious that no handbook can address every policy and procedure of the County as an organization, let alone the uniqueness and individuality of every County department and division. This handbook provides general information about employee pay and fringe benefits and highlights policy and procedure by which the County as an organization operates.

IMPORTANT FOOTNOTE: This Handbook speaks **primarily** to exempt (non—union) employees. Employees who are members of unions should consult the collective bargaining agreement for the prevailing policy and procedure. Where a collective bargaining agreement is silent, this policy will apply.

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## 1.3:E. HANDBOOK ORGANIZATION

Great effort was put into preparing this handbook in a format that makes it the easiest for an employee to find useful information. The handbook is presented in seven topical areas by common subject. Each topical area is comprised of specific subjects descriptively titled to reflect its content. Cross-references are provided where it may be helpful to the reader.

## 1.3:F. NOT AN EMPLOYMENT CONTRACT

This employee handbook is not an employee contract. In other words, in setting forth the information contained in this employee handbook the County retains and maintains the right to terminate employment "at will" where not otherwise abridged by a collective bargaining agreement. Every employee also has the right to voluntarily terminate his or her employment with or without reason.

## **1.4: VISION AND MISSION STATEMENT**

### 1.4:A. VISION STATEMENT

We are the leader in innovative, customer-centered government.

### 1.4:B. MISSION STATEMENT

To continually improve public services that enhance the community for citizens and future generations of St. Clair County.

## **1.5: COUNTY ORGANIZATIONAL INFORMATION**

### 1.5:A. ORGANIZATION CHART

To view the St. Clair County organizational chart [click here](#).

### 1.5:B. DEPARTMENTS AND DIVISIONS

There are more than forty County departments and divisions located throughout geographic St. Clair County. A division is a specialized part of a department, which may or may not be individually funded. To view a summary of each department's function, its location and other useful information click on <http://www.stclaircounty.org/Offices/>.

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# St. Clair County Employee Handbook

## 1.5:C. ORGANIZATION TELEPHONE DIRECTORY

A telephone directory of employees by department and division is available by [clicking here](#).

## 1.5:D. ANNUAL OPERATIONAL BUDGETS

The County fiscal year is the calendar year. A copy of the County's current fiscal year budgets for all County and Court departments and divisions are available by clicking on <http://www.stclaircounty.org/Offices/admin/forms/2006BudgetBook.pdf>.

## **1.6: PERFORMANCE BASED MANAGEMENT**

### 1.6:A. INFORMATION LINK

St. Clair County is committed and dedicated to the principles of performance based management. To view the latest information, forms and policy related to all aspects of performance based management such as competency measures, merit pay, and work plans, [click here](#).

[Revisions effective 01/01/2007 - Board Approved]

### 1.6:B. PERFORMANCE REVIEWS

[i] Employee performance is regularly assessed by means of employee work plans and job descriptions as the measurement anchor. The purpose of the performance review is to clearly articulate a department head and/or supervisor's expectation for an employee's work activity as well as to comment on his or her competency in the job.

[ii] Employee performance reviews are an important component in awarding merit pay for those employees not subject to a calendar driven pay plan. Employees in calendar driven pay plans shall nevertheless receive performance reviews by their department head and/or supervisor.

[Revisions effective 01/01/2007 - Board Approved]

[iii] Employee performance may be reviewed at any time but must be reviewed not less than once a year. [Revisions effective 01/01/2007 - Board Approved]

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# St. Clair County Employee Handbook

## 2.0 ORGANIZATIONAL POLICY

### **2.1: AUTOMATED NETWORK DELIVERY INFORMATION (A.N.D.I.)**

#### 2.1:A. A.N.D.I. DEFINED

A.N.D.I. is the acronym for St. Clair County's **A**utomated **N**etwork **D**elivery **I**nformation. A.N.D.I. enables a caller to use his or her telephone numeric keypad to access information about the wide variety of public services provided by St. Clair County. A.N.D.I. may be accessed at 1-866-722-2634 or at 810-989-6921.

#### 2.1:B. A.N.D.I. LINK

To view A.N.D.I. from this handbook click on or go to <http://www.stclaircounty.org/ANDI>.

### **2.2: ANTI-NEPOTISM**

#### 2.2:A. NEPOTISM DEFINED

Nepotism is defined as favoritism or patronage shown by persons in management positions to relatives or close friends. No official or employee shall engage in nepotism. The County of St. Clair as an equal opportunity employer does not prohibit the hiring of an employee's relative or close friend when the selection process is open, competitive and selection is based on qualifications, skills and ability. To review the County Recruitment Policy click on (LINK – Not Yet Available)

#### 2.2:B. PROHIBITIVE EMPLOYMENT

No official or employee shall hire a relative or close friend where the official or employee would also have direct supervisory authority over the relative or close friend as an employee, regardless of the person's qualifications, skills and ability.

### **2.3: CAR POOL AND DRIVING POLICY**

#### 2.3:A. DRIVING POLICY

The County expects that employees required drive a motor vehicle in the performance of their normal job duties will maintain a valid driver's license and when operating his or her

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personal vehicle proof of vehicle insurance and ownership registration. This policy shall apply to all employees that operate a County owned or leased vehicle and/or personal vehicle. This policy is intended to reduce the risk of motor vehicle accidents by unsafe drivers.

[i] All employment applicants that would be required operate a motor vehicle in as an essential function the job must demonstrate that they possess a valid driver's license by completing a driver's license notification form available in the Human Resources Department. The candidate for employment if hired, shall not be entitled to operate a County owned or leased vehicle or use a personal vehicle to conduct any County business until completing and submitting the form to the Human Resources Department.

[ii] In the course of employment, should an employee's driver's license be suspended or revoked, it is incumbent upon the employee to notify his or her Supervisor and/or Department Head without delay. Failure to notify the Supervisor and/or Department Head shall result in discipline up to and including employment termination.

[iii] An employee that does not have a valid driver's license shall not be entitled to drive a County owned or leased vehicle and/or his or her personal vehicle to conduct any County business.

[iv] An employee unable to fulfill the essential requirements of his or her job due to a suspended or revoked driver's license is subject to discipline up to and including employment termination.

[v] The assessment of whether reasonable accommodation may exist to enable the employee to fulfill the essential requirement of the job precluded by not possessing a valid driver's license shall be made on a case-by-case basis.

[vi] Employees who use their personal vehicles while conducting County business shall

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maintain valid registration and automobile insurance coverage for their vehicle.

[vii] Each County Department is responsible to determine that employees of the Department possess a valid driver's license along with proof of vehicle insurance and ownership registration.

[viii] The Department may require an employee to provide copies of his or her driver's license along with proof of vehicle insurance and ownership registration.

[ix] Failure to maintain a valid vehicle registration and automobile insurance shall prohibit an employee from driving their personal vehicle while conducting County business and subjects the employee to discipline up to and including employment termination.

### 2.3:B. CAR POOL PURPOSE

The County car pool was established as a convenience and cost savings alternative to employees using their personal vehicles to conduct County business. An employee should attempt to use a County car pool vehicle before using his or her personal vehicle to conduct County business. In as much as there are a limited number of vehicles in the car pool, it is inevitable an employee will use his or her personal vehicle in order to conduct County business. An employee who will use his or her vehicle to conduct County business should consult 2.10:D. Out-Of-Pocket Reimbursement – Mileage in order to ascertain the policy addressing use of a personal vehicle.

### 2.3:C. PRIORITY USER

First priority for use of a car pool vehicle is given to out-of-county and high mileage travel. In-county and low mileage travel is a second priority. A vehicle allocated to a second priority user may be reassigned to a first priority user with no less than twenty-four (24) hours notice.

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### 2.3:D. REQUEST PROCEDURE

The request for use of a car pool vehicle is made by contacting the MSU Extension Office in person or by telephone at 810-989-6935 or 810-989-6314. The requesting employee must indicate the date(s) and time(s) needed, the purpose, the destination and the approximate miles. In the event a reserved vehicle is no longer needed, the employee must notify the MSU Extension Office at the earliest possible time.

### 2.3:E. MAXIMUM CONSECUTIVE DAYS

A car pool vehicle will not be made available to a department or an employee for a period of more than thirty (30) consecutive calendar days.

### 2.3:F. KEYS AND TRAVEL LOG

It is the responsibility of the car pool vehicle user to obtain and return a vehicle's keys and Daily Travel Log from the MSU Extension Office at the County Administrative Office Building, 200 Grand River Avenue during the normal business hours of 8:00 a.m. and 4:30 p.m. on weekdays. When a vehicle is returned at a time other than during normal office hours the keys and Daily Travel Log may be deposited in the suggestion box outside the auditorium entrance doors.

### 2.3:G. FUELING RESPONSIBILITY

The vehicle's registration form, an insurance card and a vehicle identification card are maintained in the vehicle's glove compartment. The vehicle identification card is necessary to purchase fuel at any Pacific Pride gas station. In the event it is necessary to purchase gasoline at a gas station that does not accept the vehicle identification card, an employee must present a receipt for the purchase price in order to be reimbursed in full for any costs acquired. It is the responsibility of the user to return the car pool vehicle to its designated parking place with a full tank of gasoline.

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### 2.3:H. TRAFFIC TICKETS

An employee ticketed for a motor vehicle or parking violation is responsible for the cost of the violation, which shall not be subject to reimbursement by the County.

### 2.3:I. ACCIDENTS AND MECHANICAL FAILURES

In the event of a vehicle accident or mechanical failure the MSU Extension Office should be contacted as soon as possible for instructions. If the vehicle accident or mechanical failure occurs at a time other than during normal business hours the employee should contact his or her department head and/or supervisor and take whatever action is reasonable and necessary. Should the employee acquire any cost, it will be necessary to obtain receipts in order to receive reimbursement.

### 2.3:J. WINDSHIELD WIPER FLUID

Windshield washer fluid is maintained in the vehicle's trunk. The vehicle user should check the fluid level before beginning the trip and fill the reservoir when necessary. In the event there is no fluid or the fluid supply is low the user may either purchase additional fluid or notify the MSU Extension Office. The purchase cost will be reimbursed to the user with presentation of a receipt.

### 2.3:K. PRE-TRIP INSPECTION

Before driving a car pool vehicle, the user should do a visual inspection of the vehicle to determine that headlights, brake lights, back-up lights and turn signals are operable and that tires appear adequately inflated. In the event of deficiency, the MSU Extension Office should be notified immediately if the vehicle is still at its designated County parking place. If at a location outside of the county, the user should to take action appropriate to the situation. If the user acquires any cost, a receipt must be presented to the Motor Pool Coordinator at MSU Extension Office.

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### 2.3:L. INOPERABLE VEHICLE

In the event the vehicle is inoperable within St. Clair County, the user must first notify the MSU Extension for direction. Should the incident occur at a time other than during normal business hours, the user should contact Don's Towing at 810-982-6673 for roadside service.

### 2.3:M. SEVEN OPERATING RULES

The vehicle user is expected to comply with the following vehicle operation rules.

- [i] Smoking is strictly prohibited inside a car pool vehicle.
- [ii] The vehicle operator should not use a cell phone when the vehicle is in motion unless it is a hands-free cell phone.
- [iii] The user is responsible for the disposal of the remnants of all food, beverages, paper products, containers and trash in the vehicle. In other words, the user is responsible to maintain the cleanliness of the vehicle. To assure compliance, the user may take the vehicle to Buff's Car Wash on Lapeer Avenue in Port Huron to have the vehicle cleaned at no cost to the user by indicating the cost is to be charged to the St. Clair County Motor Pool.
- [iv] Before the start of the journey the user is to obtain and maintain the Daily Travel Log to denote the date, odometer reading, destination, user name and the purpose for using the vehicle. The Daily Travel Log is to be updated at the beginning and end of each day's use. The Daily Travel Log is available at the MSU Extension Office along with the vehicle keys. The Daily Travel Log must be completed upon conclusion of the trip and returned to the MSU Extension Office along with the vehicle keys.
- [v] Reimbursement for any allowable out-of-pocket expenses must be accompanied by a receipt when submitted to the Motor Pool Coordinator at the MSU Extension Office.

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[vi] The vehicle should not be driven when alcohol, medication or any other substance impairs the operator.

[vii] Any observations about the vehicle's faulty or unusual mechanical operation should be reported to the MSU Extension Office.

### 2.3: N. LOSS OF POOL CAR USE PRIVILEGE

Failure to fully comply with this policy, misuse of the vehicle or any act of negligence may result in forfeiture of any further right to the use of a car pool vehicle and/or discipline up to and including employment termination.

## **2.4: CASH RECEIPTING DEPARTMENTS AND DIVISIONS**

### 2.4: A. PERSONAL CHECKS

A significant number of County and Court departments and divisions routinely receive money in the course of providing public services. Employees in these departments and divisions are strictly prohibited from cashing any personal check regardless of whether the individual is or is not an employee. A personal check is also understood to mean a payroll check or a check that in any way represents a personal transaction unrelated to the business of the County or Court. To remove all doubt about the meaning of this policy, cashing a personal check means any transaction involving a personal check by which an individual is provided cash in return regardless of the cash amount. This policy is not meant to apply to a department or division receiving a personal check from a patron as payment for transacting public business.

### 2.4: B. CASH RECEIPTS AND PETTY CASH

In addition to departments and divisions receipting funds to complete public transactions, many departments and divisions maintain petty cash funds and accounts. No employee is entitled to remove or "borrow" cash from cash-on-hand receipts or petty cash for any reason, regardless of the employee's intent to return the cash at a future time. Should an

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employee remove or “borrow” cash regardless of the reason or the intent, it will be considered theft and subject the employee to discipline up to and including employment termination and criminal prosecution.

### 2.4:C. MAKING CHANGE

In order to avoid any suspicion of wrongdoing, an employee may only make personal change from cash-on-hand receipts or petty cash when it is with the knowledge and approval of the department head and/or supervisor. Personal change is meant to address exchanging currency for different denominations of currency or pocket change or vice versa.

### 2.4:D. POLICY EXCEPTIONS

Nothing shall prohibit a department from implementing stricter policy. However, the policy must be reduced to writing, posted in a conspicuous place and provided to employees with access to cash drawers, cash receipts or petty cash. A copy of the policy should be sent to the Human Resources Department.

## 2.5: CONFLICT OF INTEREST

### 2.5:A. OBJECTIVE CHOICES

County Officials and employees must avoid employment related investment and/or purchasing decisions that would or could conflict with their obligation and responsibility to make objective decisions in the County’s best interest. All activities outlined in 2.5: Conflict of Interest address decisions and actions that arise as a course of employment with St. Clair County.

### 2.5:B. PROTECT THE COUNTY’S BEST INTERESTS

An official or employee may not use information obtained in the course of employment for personal benefit or in a way that is contrary to the best interest of the County.

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## 2.5:C. PERSONAL BUSINESS CONFLICTS

An official or employee shall not, without the written consent of the County, engage in any activity that might affect their objective and independent judgment such as:

- [i] function as a paid professional consultant in a specialized field related directly to the essential functions of his or her job, or
- [ii] conduct exclusive or substantial business with a vendor who is related by family, financial or economic affiliation.

## 2.5:D. CONSULTING

Written consent shall be from the County Administrator/Controller or where applicable the elected official of the department.

## 2.5:E. THINGS TO AVOID

An official or employee shall be subject to discipline for abuse of their employment position such as for:

- [i] obtaining or attempting to obtain privileges for themselves or others,
- [ii] soliciting or accepting any gift, gratuity, favor or anything of value from a party that stands to gain from any employee's action, decision, recommendation or judgment, or
- [iii] granting special favor, treatment or anything of value to any person who is a family member, kin or relative or with whom a social relationship exists.

## **2.6: FEDERAL AND STATE STATUTES AND REGULATIONS**

### 2.6:A. EQUAL EMPLOYMENT OPPORTUNITY

The County of St. Clair is a community rich in cultural, ethnic, religious and racial diversity. The County is committed to conducting the public's business in a method and manner that demonstrates respect and regard for the diversity of its residents. It is in recognition and

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appreciation of diversity that the County of St. Clair commits to equal employment opportunity.

### [i] Recruitment And Training

It is the policy of St. Clair County to recruit, hire, train and promote individuals, as well as to administer any and all personnel actions, without regard to race, color, religion, creed, age, sex, national origin or ancestry, marital status, height, weight or handicap in accordance with applicable law. Recruitment policy, sample recruitment forms, sample form letters and a PowerPoint plan summary are available for inspection on the "O" Drive in a folder entitled "Recruitment Information" or by clicking on (LINK – Not Yet Available).

### [iii] Report Discrimination

An employee who is a witness or the victim of discriminatory behavior based on race, color, religion, creed, age, sex, national origin or ancestry, marital status, height, weight or handicap should bring such behavior to the attention of his or her department head and/or supervisor, the Human Resources Director or the County Administrator/Controller, who will take appropriate action.

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### 2.6: B. AMERICANS WITH DISABILITY ACT (ADA)

The Americans With Disabilities Act was enacted in 1990 to assure persons with disabilities access to public buildings and public services, and prohibit employment related discrimination decisions based on a person's disability.

#### [i] Disability Defined

A disability is a physical or mental impairment that substantially limits a major life activity. Examples of major life activities are hearing, speaking, seeing, breathing, walking, performing manual tasks, caring for one's self and learning.

#### [ii] Performance Expectations

In addition to meeting the established experience and training requirements, a qualified person with a disability must be able to perform the essential functions of the job with or without reasonable accommodation.

#### [iii] Medical Documentation

An employee who believes he or she has a disability should provide his or her department head and/or supervisor with medical document that verifies the alleged disability. The department head and/or supervisor should consult the Human Resources Department to determine what, if any, accommodation should be provided the employee.

#### [iv] Reasonable Accommodation

An employee who believes he or she has a disability but who has not received reasonable accommodation should contact the Human Resources Department only after having discussed the matter thoroughly with his or her department head and/or supervisor.

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### 2.6: C. CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (C.O.B.R.A.)

C.O.B.R.A. is the acronym for the **C**onsolidated **O**mnibus **B**udget **R**econciliation **A**ct, which is a federal act that provides an employee, an employee's dependent(s), a former employee and/or a former employee's dependent(s) with the opportunity to purchase health care should they not qualify for group health care coverage and/or dental care coverage.

#### [i] Human Resources' Responsibility

At the time an employee or an employee's dependent(s) no longer qualify for group health care coverage and/or dental care coverage the Human Resources Department will send the employee or dependent(s) a letter detailing their C.O.B.R.A. rights and obligations. The employee or the employee's dependent must comply with all conditions outlined in the COBRA detail letter in order to assure implementation of coverage.

#### [ii] Further Information Telephone Number

An employee interested in obtaining immediate detailed information about C.O.B.R.A. may contact the St. Clair County Human Resources Department at 1-810-989-6910 during normal office hours.

### 2.6: D. FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime, wage and hour recording keeping and child labor standards affecting full time and part time workers in both the private and public sectors. In Michigan, the Wage and Hour Division of the Michigan Department of Labor addresses these same employment conditions. A state may add to but not subtract from the federal standards.

#### [i] FLSA Exemptions

The FLSA does not affect all employees. In a very general sense employees that meet the definition of an executive, administrative and professional are exempt from

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the FLSA. The federal government is the final arbiter of the definition of its regulations. At present the following is a summary definition.

[i.1] Executive – Manages two or more workers as a primary duty with ability to hire, fire and exercise other discretionary powers.

[i.2] Administrative – Performs primarily office work related to management of policy and general business practices with authority over a staff of workers.

[i.3] Professional – The primary work requires an advanced knowledge customarily acquired by specialized study or originality and creativity that involves discretion and independent judgment. The work is intellectual and varied, not standardized.

### [ii] Disclaimer

The policies contained in this handbook are intended to reflect compliance and conformity to FLSA. Should any conflict ever occur the policies contained in this handbook would be modified accordingly.

### 2.6:E. FAMILY AND MEDICAL LEAVE ACT (FMLA)

[i] FMLA is a federal law that permits eligible employees to take leaves of absence for specified family and medical reasons that safeguard continued employment. The terms and conditions of FMLA are obligatory on the County or Court and on the employee. In other words, neither the County nor the employee may decide not to acknowledge and comply fully with FMLA regulations when a qualifying event is three (3) or more days in duration whether or not days are consecutive or intermittent.

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[ii] In order to be eligible an employee must have been employed with the County for at least the last twelve (12) months and worked at least twelve-hundred-and-fifty (1,250) hours during the preceding twelve (12) month period. The employee is

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legally obligated to give their department head and/or supervisor thirty (30) days advance notice of a need for a FMLA leave or as much advance notice as possible or practical. An employee may be entitled to FMLA leave when his or her absence is for three (3) or more workdays, even if the work days are intermittent but related to the same circumstance or cause.

[iii] An eligible employee may be entitled for a leave for the following personal family and/or medical reasons.

[iii.1] Birth of a child. Both mother and father are eligible for leave.

[iii.2] Adoption of a child. Leave is available to both the adopting mother and father.

[iii.3] Placement of a child in the employee's home through foster care, as a step child, legal ward or where the employee serves in loco parentis.

[iii.4] Serious illness of the employee's spouse, child or parent.

[iii.5] Serious illness of the employee.

[iv] An eligible employee is entitled to twelve (12) weeks of leave in a twelve (12) month period. The twelve (12) month period begins with the first day of the employee's absence and runs concurrent with disability leave (3.3:C. Sick Time) and workers compensation (2.6:1. Workers Compensation). The twelve (12) weeks of leave is a maximum attributable to all incidences and not attributable to each incident. In other words, an employee is entitled to no more than twelve (12) weeks of leave in a twelve (12) month period regardless of the number of incidents that arise.

[v] The twelve (12) month period in which an employee is entitled to leave is called the "FMLA entitlement period". The entitlement period begins upon the first date of leave.

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[vi] In the event of birth, adoption or placement of a child in the employee's home, the employee is entitled to twelve (12) weeks of leave within the first twelve (12) months of the child's birth, adoption or placement. The leave must be consecutive days and hours and may only be intermittent if agreed by the County. Intermittent means a combination of actual working hours and time off from work.

[vii] In the event of the employee's personal serious illness or the serious illness of a spouse, child or parent, the employee is entitled to twelve (12) weeks of leave within the entitlement period. The employee must provide the County with a medical statement from the attending physician or practitioner stating the medical diagnosis in order for the FMLA leave to be considered. The leave may be intermittent if supported by the medical statement.

[viii] The FMLA states that an illness, whether to the employee or the employee's spouse, child or parent must be a serious health condition in order to be approved. A serious health condition must meet at least one of the following definitions.

[viii.1] The inpatient care is being provided in a hospital, hospice or residential medical facility.

[viii.2] The inpatient care is due to an illness, injury, impairment or a physical or mental condition that involves continuing treatment by a health care provider.

[viii.3] The patient has an inability to care for his or her own basic hygienic or nutritional needs or safety.

[ix] When the Human Resources Department is made aware of an employee's absence of three (3) or more days, the employee will be sent an FMLA Material Packet. The days may be intermittent but due to the same circumstance or cause. The FMLA Material Packet includes forms necessary to determine and document an employee's eligibility for an FMLA leave. The attending physician or professional caregiver is

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not required to use the packet forms as long as the following information is provided by way of documentation on the physician's or care giver's form or business letterhead.

[ix.1] Complete information regarding the employee's serious health condition or the family member's serious health condition.

[ix.2] A complete indication of the nature of the employee's disability, limitations and/or restrictions that prevent he or she from performing the essential functions of the job.

[ix.3] A complete indication that the employee is needed to assist his or her spouse, child or parent with health care functions.

[ix.4] A complete indication of the anticipated date of recovery or resolution of the serious health condition.

[x] FMLA is intended to work in coordination with an employer's policies or the terms and conditions of a collective bargaining agreement. Should the FMLA and the employer's policies or the terms and conditions of a collective bargaining agreement be in conflict, the FMLA regulations take precedence. Where the employer's policies or the terms and conditions of a collective bargaining agreement are more liberal but not in conflict with the FMLA, the employee is entitled to the more liberal policy.

[xi] The following employee benefits and rights are in general and may not apply in each and every situation. The employee is encouraged to review the County's policies or the terms and conditions of a collective bargaining agreement personally, with their department head and/or supervisor, Union representative or the Human Resources Department to ascertain a more specific application for his or her situation. The Human Resources Director or designee is recognized as the official spokesperson of the County in providing an interpretation and application of the County's policies or

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the terms and conditions of a collective bargaining agreement. The employee is entitled to use accrued sick days, vacation days and compensatory time for a FMLA leave as long as it is being used consistent with the policies and practices of the County. The employee is entitled to the following fringe benefits while on FMLA leave.

[xi.1] The employee is entitled to continuation of their health and dental care coverage during the FMLA leave regardless of whether the leave is paid or unpaid.

[xi.2] The employee may be entitled to the continuation of life insurance at the discretion of the County.

[xi.3] The employee is entitled to continuation of vacation day and sick day accruals during the FMLA leave regardless of whether the leave is paid or unpaid.

[xi.4] The employee is entitled to retirement plan credit when the FMLA leave is paid.

[xi.5] The employee is entitled to return to the same or equivalent position with equivalent pay, benefits and other terms and conditions of employment upon returning from a FMLA leave.

[xii] The FMLA regulations grant the County the following rights.

[xii.1] The County may require an employee to submit to a second medical opinion at the County's cost.

[xii.2] The County may require an employee to take an intermittent leave or to transfer to a different job or job location consistent with meeting the disability, limitations or restrictions imposed by the employee's attending physician when the illness is to the employee.

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[xii.3] The County requires the employee to use accrued sick time, compensatory time and vacation time during the leave in accordance with the policy and practice of the County in other similar situations.

[xii.4] The FMLA leave shall be concurrent with other terms, conditions and policies of the County or a collective bargaining agreement.

[xii.5] The County requires certification of the employee's ability to return to work with or without limitations or restrictions prior to scheduling the employee to actually return to work.

[xii.6] When a husband/father and wife/mother are both employed by the County the combined total leave of each shall not exceed twelve (12) weeks leave in the event of childbirth, adoption or placement of a child in the home of the employees.

[xii.7] The County will charge the employee retroactive premium costs for health and dental care should the employee fail to return from an unpaid FMLA leave in accordance with conditions outlined in the Act.

### 2.6:F. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

HIPAA was enacted to protect and maintain the privacy of employee health information. For detailed information about HIPAA regulations [click here](#).

### 2.6:G. SEXUAL HARASSMENT

The County fully supports and earnestly endeavors to comply with all laws enacted to protect and safeguard against sexual harassment and sex discrimination in the workplace.

#### [i] Sexual Harassment Defined

Sexual harassment is defined as an unwelcome sexual advance, request for sexual favor or other verbal or physical conduct of a sexual nature when;

[i.1] Submission to such conduct is made either explicitly or implicitly as a term or

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condition of employment.

[i.2] Submission to or a rejection of such conduct by an individual is used as a basis for employment decisions such as hire, discharge, promotion, transfer, work assignments, etc.

[i.3] Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

[i.4] Such conduct, although conveyed as humor in an oral, written or pictorial form, is viewed as offensive or degrading by a County employee or a member of the public conducting business with the County.

[i.5] Physical contact, which is repeated after it is expressly stated as unwelcome.

### [ii] Examples Of Sexual Harassment

Any action that implies or relates to sex or that could be construed as sexual may constitute sexual harassment. Examples of harassment include, but are not necessarily limited to:

[ii.1] Making derogatory comments, insults, suggestive remarks or jokes based on a person's sex.

[ii.2] Display of photographs, cartoons or drawings that would be offensive to a reasonable person.

[ii.3] Conduct which when viewed by a reasonable person would have the purpose or affect of degrading or creating an intimidating, hostile or offensive work environment.

[ii.4] Propositions or requests for sexual favors.

[ii.5] Physical contact, which is sexual in nature.

[ii.6] Possession of materials of any kind, such as magazines, posters, calendars,

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etc., (while on the County's property or while working) which are degrading to an individual or group on the basis of sex.

[ii.7] The giving of unsolicited or inappropriate personal gifts (such as, lingerie, sexually explicit publications, or any gift inappropriate in nature).

### [iii] When To File a Complaint

Any employee who believes he or she has been the subject of any sexual harassment should report the incident immediately to their department head and/or supervisor. The report should be made within three (3) working days of the occurrence. The employee's department head and/or supervisor shall then immediately notify the Human Resources Director of the complaint. An employee who was witness to and not the target of harassment or retaliation may file a complaint.

### [iv] Steps For Filing A Sexual Harassment Complaint

#### STEP 1 – Department Level Complaint

Step 1.A: The employee should register his or her initial sexual harassment complaint with his or her department head and/or supervisor unless the department head and/or supervisor is the cause of the complaint, in which case the complaint should be made to the Human Resources Director. The initial complaint may be either verbal or written.

Step 1.B: A complaint, whether verbal or written, must be investigated immediately. The department head and/or supervisor have the option to investigate the complaint personally or to request that the Human Resources Director conduct an investigation. The result of the investigation is to be reduced to writing and copy provided the complainant, the department head and/or supervisor and the Human Resources Director. In the event disciplinary action is appropriate, the written investigation will include a description of the disciplinary

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action taken.

### STEP 2 – Appeal

Step 2.A: In the event the employee is unsatisfied with the decision, he or she may appeal to the County Administrator/Controller. The appeal must be within one (1) calendar week of the written investigation and decision of the allegation of sexual harassment.

Step 2.B: The County Administrator/Controller shall thoroughly investigate the allegations and may convene a meeting of the involved parties to determine the facts. The investigation and/or meeting shall be conducted in an expeditious manner.

Step 2.C: The County Administrator/Controller shall issue a written response to all allegations within one (1) calendar week of concluding his or her personal investigation.

#### [v] Confidentiality

All complaints and actions taken to resolve complaints will be treated as confidential.

#### [vi] Retaliation Prohibited

Any act of retaliation against an employee who in good faith filed a complaint, cooperated in the investigation or testified to fact regardless of the outcome is strictly prohibited. Any department head and/or supervisor or employee guilty of retaliation of any kind shall be subject to discipline up to and including employment termination. Any person who is the victim of retaliation should immediately notify the Human Resources Director or the County Administrator/Controller.

#### [vii] Employee Support Expected

It is expected that all County employees will give full support and cooperation to prevent and eliminate sexual harassment.

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### [viii] False Report

An employee who knowingly files a false report of sexual harassment or discrimination shall be subject to discipline up to and including employment termination.

### 2.6: H. WHISTLE BLOWER'S ACT SUMMARY

The federal Whistleblower Act of 1986 provides legal protection to public employees who in good faith report wrongdoing or waste to his or her department head, supervisor, a representative of central administration or an appropriate enforcement agency. An employee who makes such a report or who is required by an appropriate enforcement agency to participate in an investigation, hearing, inquiry or court action may not be discharged, threatened or otherwise discriminated against by his or her department head and/or supervisor for his or her cooperation, unless materially involved in unlawful or personal wrong doing.

### 2.6: I. WORKER'S COMPENSATION

When an employee is injured during his or her scheduled working hours or suffers an occupational illness, the incident must be reported to a department head and/or supervisor as soon as possible. The department head and/or supervisor shall immediately contact the Human Resources Department and complete an accident report on the form provided by the County.

[i] The Human Resources Department will act upon the accident report by:

[i.1] Coordinating an employee's medical examination and treatment if necessary.

[i.2] Providing notice and a full report to the Workers Compensation carrier of a reported workplace related illness or injury.

[i.3] Maintaining a complete record of the accident/incident along with all informational materials.

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### [ii] Incident Investigation

The Human Resources Department or the Workers Compensation carrier may conduct its own investigation of the illness or injury from which a determination may be made about the disposition of the claim.

### [iii] Supervisory Notice

It is the policy of the Human Resources Department to inform the department head and/or supervisor and the employee of all developments in the disposition of the claim.

### [iv] Employee Compensation

[iv.1] The County shall provide the employee the opportunity to supplement Worker's Compensation pay from accrued sick time when on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay. Taxes will be withheld in accordance with IRS regulations. The supplemental compensation shall be deducted from the employee's accrued sick time but in no case exceed the employee's accrued sick time.

[iv.2] When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee with his or her normal bi-weekly base pay.

[iv.3] Employees who elect not to supplement their Worker's Compensation, who have no accrued sick time, insufficient sick time or who exhaust their sick time while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

[iv.4] The supplemental compensation shall be deducted from the employee's

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accrued sick time at a respective rate of one (1) sick day or one (1) hour for every three (3) days or three (3) hours of worker's compensation paid.

### 2.6: J. MICHIGAN SOCIAL SECURITY NUMBER PRIVACY ACT

[Revisions below effective 01/01/2007 - Board Approved]

The Michigan Social Security Number Privacy Act [hereafter the Privacy Act] was enacted by the state of Michigan and made effective March 1, 2005. The Privacy Act requires an employer to effectuate policy by January 1, 2006 with the purpose to protect and defend against identity theft through careless or casual display of an employee's social security number, an employment applicant's social security number or the social security number of a resident transacting business with the County. An employee that fails to comply with this policy is subject to discipline up to and including employment termination.

- [i] The County requires that all employees that obtain social security numbers (SSN) during the ordinary course of conducting business or supply copies of information, forms, records or documents that display the SSN or access to records displaying the SSN are to adhere to the following policy regulations.
  - [i.1] Ensure to the fullest extent practicable the confidentiality of a SSN.
  - [i.2] Safeguard against the unlawful disclosure of a SSN.
  - [i.3] Redact (blot out or make unreadable) the SSN from copies of records provided to the public except as otherwise required by law.
  - [i.4] Limit to persons with a need to know individual access to information, forms, records and documents that contain social security numbers.
  - [i.5] Properly dispose of by shredding information, forms, records and documents that contain the SSN.
- [ii] Except as authorized or required by state or federal law, court order or pursuant to legal discovery or process, the Privacy Act prohibits the following.

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- [ii.1] Publicly displaying more than four (4) sequential digits of an individual's SSN.
- [ii.2] Using all or more than four (4) sequential digits of the SSN as the primary account number for an individual.
- [ii.3] Visibly printing all or more than four (4) sequential digits of a SSN on any identification card, tag or publicly accessed identification means.
- [ii.4] Requiring an individual to use or transmit more than four (4) sequential digits over the intranet, internet, computer system or fax unless the connection is secure or encrypted.
- [ii.5] Requiring an individual to use or transmit more than four (4) sequential digits to gain access to a website or computer unless the connection is secure or encrypted.
- [ii.6] Including more than four (4) sequential digits in or on any document mailed if the SSN is visible on or through the packaging.
- [ii.7] Including all or more than four (4) sequential digits of the SSN on or in any information, form, record or document mailed to an individual unless;
  - [ii.7.a] State or federal law, rule or regulation, court order or court rule that authorizes, permits or requires the SSN appear on or in the information, form, record or document.
  - [ii.7.b] The SSN is a part of the application or enrollment process initiated by the individual.
  - [ii.7.c] The SSN is part of the information, form, record or document sent to establish, confirm or terminate an account, contract or employment or health care insurance benefit or to confirm the accuracy of a SSN of an individual who has an account, contract, policy or employee or health insurance benefit.

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[ii.7.d] The document is mailed at the request of the individual whose SSN appears or the request of his or her parent or legal guardian.

[ii.7.e] The information, form, record or document is mailed by a public body in response to a Freedom of Information Act request, is a copy of a public record filed or recorded with the County Clerk/Register to the person entitled to the record or is a vital record recorded by law mailed to the person entitled to the records.

[ii.7.f] The information, form, record or document is mailed in a manner or for a purpose consistent with the Gramm-Leach-Bailey Act, HIPPA or sections 537 or 539 of Michigan Ins Code of 1956.

[ii.7.g] The document is mailed in the ordinary course of business for the following administrative purposes;

[ii.7.g.1] verify a person's identity, related to an account, service or employment,

[ii.7.g.2] investigate an individual's claim, credit, criminal or driving history,

[ii.7.g.3] detect or prevent a theft or any other crime,

[ii.7.g.4] lawfully pursue or enforce legal rights, such as audit, collection, employee benefit, child or spousal support, or

[ii.7.g.5] provide or administer employee or retiree health or retirement benefits or ownership of shares of stock or other investments.

[ii.7.h] The use of the SSN is for an administrative purpose in the ordinary course of business by a person, contractor or vendor to do any of the following.

[ii.7.h.1] Verify an individual's identity or similar administrative purpose related to an account, transaction, service, employment or proposed purpose related to an account, transaction, service or employment.

[ii.7.h.2] Investigation of an individual's claim, credit, criminal or driving history.

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[ii.7.h.3] Detect, prevent or deter identity theft or another crime.

[ii.7.h.4] Lawfully pursue or enforce a person's legal rights, including but not limited to an audit, collection, investigation or transfer of a tax, debt, claim, receivable or account or in an interest in a receivable or account.

[ii.7.h.5] Lawfully investigate, collect or enforce a child or spousal support obligation or tax liability.

[ii.7.h.6] Provide or administer employee or retiree health insurance membership benefits or claims, retirement programs or administer shares of stock or other investments.

### 2.7: HOSTILE WORKING ENVIRONMENT

#### 2.7:A. HOSTILE WORK ENVIRONMENT DEFINED

A hostile work environment exists only when an employee is made to suffer based on the following circumstances.

- [i] The employee is made to suffer ridicule, abuse or disparate treatment based on his or her gender, race, ethnicity, religion or disability.
- [ii] The source of the hostile treatment is a supervisor, co-worker or customer. In other words, the hostility must be of human origin.
- [iii] The hostile activity occurs on the County's premises, workplace or on the way to or from the County's workplace.

#### 2.7:B. EVIDENCE OF A HOSTILE WORK ENVIRONMENT

The environment is hostile when it creates fear, intimidates, ostracizes, psychologically or physically threatens, embarrasses, ridicules or in some other way unreasonably overburdens or precludes an employee from reasonably performing his or her work.

#### 2.7:C. DEPARTMENT HEAD AND SUPERVISOR RESPONSIBILITY

The department head and/or supervisor have the following obligations and responsibilities.

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- [i] The department head and/or supervisor must be proactive in responding to any act of hostility and harassment even absent an employee complaint. In other words, it is the responsibility of the department head and/or supervisor to take whatever action necessary to maintain a work environment free of hostility as defined by this policy.
- [ii] The department head and/or supervisor must take any complaint seriously and investigate thoroughly.
- [iii] The department head and/or supervisor must report any allegations or complaints of a hostile work environment to the Human Resources Department.
- [iv] The department head and/or supervisor must take necessary corrective action.

### 2.8: JOB POSTINGS AND RECRUITMENT

#### 2.8:A. VACANT POSITIONS

A position is a classification approved in a department's budget. When a classification or position does not have an employee assigned to it, it is a vacancy. A vacancy may be filled by either an appointment or through a job posting and recruitment. An appointment is the designation of a person to a position without a job posting or recruitment. Examples of an appointment, include but are not limited to, an elected official's statutory right to select a chief deputy or chief assistant, the promotion of a supervisory employee to department head or division head position or changing the status of a part time employee to full time.

#### 2.8:B. RESTRICTED COMPETITIVE POSTING

A vacant position may be recruited within the affected department and/or a bargaining unit as stipulated in the collective bargaining agreement. To determine the policy for recruiting a position that is subject to representation by a union organization, an employee must refer to that bargaining unit's collective bargaining agreement which is available for inspection on the Human Resources Department website. The terms and conditions of a collective

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bargaining agreement may restrict competition to a union's members and/or it may award its members extra points to provide them with a competitive advantage.

### 2.8:C. OPEN COMPETITIVE POSTING

The recruitment of a vacant non-union classification is open in the sense that the applicant need not be a bargaining unit member or a County employee. The policy controlling open competition is available by clicking on (LINK – Not Yet Available).

### 2.8:D. FORMS, LETTERS AND OTHER RECRUITMENT MATERIAL

An effective open recruitment program is supported by forms, letters and other recruitment materials that document the process. To view examples of forms, letters and other recruitment materials [click here](#).

### 2.8:E. TEMPORARY, CASUAL, SEASONAL AND STUDENT EMPLOYMENT

[Revisions below effective 01/01/2007 - Board Approved]

- [i] A temporary employee is hired as a substitute worker for a regular employee on a leave of absence. The temporary employee may be scheduled to work either full time or part time for the period of time that coincides with the regular employee's leave of absence. A temporary employee shall not be eligible for fringe benefits.
- [ii] A casual employee is hired for a predetermined period of time to assist a department with a temporary work load increase or back log. The employment of a casual employee should not exceed one thousand (1,000) hours in a calendar year. A casual employee may be scheduled to work full time or part time. The casual employee shall not be eligible for fringe benefits.
- [iii] A seasonal employee is hired to perform work at a time when a department has an influx of work activity, more favorable circumstances to perform the work activity or more of a demand for its services. A seasonal employee may be

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scheduled to work full time or part time for a period of time that should not to exceed one thousand (1,000) hours in a calendar year. A seasonal employee shall not be eligible for fringe benefits.

[iv] A student intern is employed to fulfill a stipulated number of hours as a course requirement. A student intern is typically employed in a department and/or in a work activity related to his or her field of study. A student internship is intended to be a learning experience. The work activity of the student intern is ancillary to a regular employee(s) in the department. The student intern may be scheduled to work up to a maximum of twenty-two-point-five (22.5) hours or twenty-four (24) hours a calendar week contingent upon the operation of the department. The student intern will be employed only for the duration of the period necessary to satisfy the course requirements.

[v] A student worker is employed part time while a student at a high school, community college, vocational institution, college or university. The work activity of the student worker is ancillary to regular employees in the department. During the school year a student worker may only work part time. During breaks in the school year a student worker may work full time. When a student worker ceases to be a student he or she shall no longer qualify as a student worker for purposes of continued employment.

[vi] A Page is a part time employee of the St. Clair County Library performing ancillary tasks to regular employees. A Page may work up to thirty-two (32) hours in calendar week.

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## 2.9: MEETING ROOM USE POLICY

### 2.9:A. MEETING ROOMS

There are meeting rooms in several of the County's owned and operated buildings. The policy and procedure for use of these meeting rooms may differ from building to building and from department to department. In attempting to schedule the use of a meeting room the requesting employee/department must comply with the particular policy and procedure for that meeting room. For a copy of the location, policy and procedure of meeting rooms [click here](#).

## 2.10: OUT-OF-POCKET REIMBURSEMENT

### 2.10:A. HOW TO GO ABOUT OBTAINING REIMBURSEMENT

- [i] Requests for reimbursement of allowable out-of-pocket expenses must be submitted to the Human Resources Department using an approved reimbursement form. A reimbursement form is available on-line by [clicking here](#) or by contacting the Human Resources Department.
- [ii] A reimbursement request form must have the signature of the employee and the employee's department head or supervisor in order to be processed.
- [iii] According to IRS regulations a reimbursement request form must be submitted within sixty (60) calendar days of the activity in order to be eligible for reimbursement payment.
- [iv] An approved and allowable expense reimbursement is paid on an employee's paycheck. The deadline for submitting an expense reimbursement form is noon Thursday the week before the actual payday.

### 2.10:B. EDUCATIONAL REIMBURSEMENT

- [i] Employees enrolled for accredited extension school or formal educational courses may request reimbursement for tuition, fees and supplies. Approval for

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reimbursement shall be at the sole discretion of the County and shall only be considered when the cost of the education is budgeted and the education maintains or improves the employee's skills in the area in which they are employed.

- [ii] Request for reimbursement must be made in writing in advance of the course start to the County Administrator/Controller. The request shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals or special materials) and, if applicable, grants, aids, or scholarships available or provided.
- [iii] The County's approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The County shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies. Approval must be in writing and shall stipulate the extent of tuition, fees and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.
- [iv] Reimbursement shall not exceed \$700.00 per course.
- [v] The County shall determine whether books, manuals and supplies reimbursed by the County shall remain the property of the County.
- [vi] An employee shall have at least one year of full time service with the County to be eligible for consideration.
- [vii] An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the pay range, a higher classification or a higher wage grade based upon completion of the course or attainment of a degree or certification.
- [viii] An employee shall not be entitled to attend class or complete class assignments

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during their regularly scheduled working hours unless authorized by the County Administrator/Controller in writing. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment or personnel without written authorization. Failure to comply with either condition may result in forfeiture of reimbursement for course expenditures and/or discipline up to and including employment termination.

### 2.10:C. MEAL REIMBURSEMENT

- [i] Meal reimbursement will be on a per diem (each time) basis in accordance with the IRS amount approved rate under the conditions shown below.
- [ii] In order to be eligible for reimbursement an employee must be outside the boundaries of St. Clair County during the entire mealtime hours and rates shown below.

Per Diem		
<u>Meal</u>	<u>Time</u>	<u>Amount</u>
Breakfast:	6:00 a.m. to 8:30 a.m.	\$ 7.00
Lunch:	11:00 a.m. to 1:30 p.m.	\$ 11.00
Dinner:	4:30 p.m. to 7:00 p.m.	\$ 18.00

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- [iii] The Controller's Office shall publish the approved annual rates its on website, along with the mileage reimbursement notification.
- [iv] Meals that are included in the cost of a conference, seminar or meeting shall not be subject to a per diem.
- [v] The employee seeking the meal per diem must complete and submit an Expense Voucher. An Expense Voucher can be found on the "O" Drive Payroll & Fringe Benefits Folder.

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### 2.10: D. MILEAGE REIMBURSEMENT

[i] Mileage will be paid at the maximum IRS amount to employees required to use their privately owned vehicles when conducting County business within the County.

[ii] When traveling to out-of-county activities transportation must be shared whenever possible. Economical use of County funds has priority over personal convenience or preference. For additional out-of-county travel reimbursement information see *2.10:E. Travel Reimbursement.*

[iii] All in-county mileage shall be computed from the employee's normal work location to the employee's destination point[s] and from the destination point[s] to the employee's return to their normal work location.

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[iii.1] When an employee does not report to his or her normal work location at the start of the work day, the employee shall be entitled to mileage reimbursement for miles greater than the distance to normal work location. For example, if the mileage to the employee's normal work location is 10 miles and the destination is 8 miles, the employee is not entitled to mileage reimbursement until traveling an additional 2 miles. Conversely, if the destination is 12 miles the employee is entitled to 2 miles travel reimbursement.

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[iii.2] When the employee does not report to the normal work location at the end of the work day, the employee is entitled to mileage reimbursement for only those miles greater than the distance to the normal work location. For example, if the work location is 10 miles from the employee's actual location and the employee's is 12 miles from the normal work location the employee is entitled to 2 miles of travel reimbursement.

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[iii.3] Under no circumstances is mileage allowed between residence and normal work location.

### 2.10:E. TRAVEL REIMBURSEMENT

- [i] Travel expenses associated with out-of-county activities such as conferences and seminars should be included as an expense in a department's annual budget.
- [ii] A department head is permitted to attend national and state professional conferences or conventions, provided the expense is specifically budgeted.
- [iii] Travel within Michigan requiring overnight stay will be allowed subject to approval of the department head and the specific allocation of funds is in the department's budget.
- [iv] Travel within the state of Michigan for the purpose of transacting County business, i.e., meeting with state officials or to discuss common concerns with other government officials will be allowed subject to approval of the responsible department head or elected official.
- [v] The original receipt must accompany the reimbursement request for out-of-county and out-of-state travel out-of-pocket expenses in order to be considered for payment.
- [vi] Reimbursement for authorized auto travel out-of-state shall be at the prevailing mileage rate at least equal to but not more than the commercial air carrier coach rate.

### 2.10:F. OVERNIGHT LODGING

- [i] Lodging reimbursement will be provided for actual expenditures for overnight lodging subject to the following restrictions and limitations.
- [ii] Reimbursement shall be provided when
  - [ii.1] the destination is 150 or more miles from the County seat,

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[ii.2] the employee must be at the destination at or before 9:00 a.m., or

[ii.3] the travel commences after lunch on the day preceding.

[iii] Reimbursement shall be provided when;

[iii.1] the official business terminates after 5:00 p.m.,

[iii.2] the location is 150 or more miles from the County seat, and

[iii.3] the employee remains overnight and commences travel the following morning.

[iv] Reimbursement for out-of-state travel is limited to the cost of a single room at the prevailing rates for accommodations normally used in business unless authorized otherwise in advance.

[v] In the event a double occupancy room is shared by two employees, each employee may claim reimbursement for one-half (1/2) the rate.

[vi] If the cost of a double occupancy is shared with a person who is not a County employee, reimbursement may be claimed for the actual expenditure or an amount equal to the rate for a single occupancy accommodation, whichever is less.

[vii] The original receipt must accompany the reimbursement request in order to be considered for payment.

### 2.11: PAYROLL POLICY

#### 2.11: A. ON-LINE LINK

To view Payroll Policy and Procedure [click here](#).

[Revisions effective 01/01/2007 - Board Approved]

### 2.12: POLITICAL ACTIVISM

#### 2.12:A. PROHIBITED ON COUNTY TIME

Employees shall in no manner participate in or contribute to political activities during their regularly scheduled working hours. Nor shall any department head and/or supervisor coerce an employee into providing political support, monetarily or otherwise.

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## St. Clair County Employee Handbook

### 2.12: B. COMMUNITY ACTIVISM NOT INCLUDED

This policy is not intended to deny an employee the right to seek a political, governmental or community board, commission or office, provided all activity is restricted to the hours other than the employee's hours of work. This policy strictly prohibits the use of any County resources to further a campaign effort.

## **2.13: PURCHASING AND PROCUREMENT**

### 2.13: A. LINK TO SERVICES

The County encourages all departments to utilize the professional services of the Purchasing Agent. The purchasing policy and procedure can be accessed by [clicking here](#).

## **2.14: SUPPLEMENTAL EMPLOYMENT**

### 2.14: A. EMPLOYEE OBLIGATION

A full time regular employee is encouraged to notify his or her department head and/or supervisor of any employment, including self-employment that is in addition to employment with St. Clair County. It is not the intent of the County to interfere in an employee's activities outside of work. However, it is equally true that the County does not want an employee's supplemental employment to interfere with conducting the business of the County.

### 2.14: B. PART TIME EMPLOYEES

A part time regular employee is encouraged to notify his or her department head and/or supervisor of any supplemental employment, including self-employment, in addition to employment with St. Clair County. The department head and/or supervisor and employee shall endeavor to coordinate the hours of work to mutually benefit from the employee's multiple employment. However, the County employment shall be considered primary and the supplemental employment secondary.

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## St. Clair County Employee Handbook

### 2.14:C. JOB INTERFERENCE DEFINED

The supplemental employment of a County employee, whether employed full time regular or part time regular with the County, is an interference to the business of the County when;

- [i] It causes an employee to miss any part of a workday or work week except when it is an approved holiday or pre-approved vacation day or compensatory time.
- [ii] The employee is performing tasks related to the supplemental employment during his or her scheduled working hours.
- [iii] The employee is using any resource of the County to perform tasks on behalf of his or her supplemental employer such as but not limited to a telephone, PC, Internet/Intranet, e-mail, technical equipment or office supplies.
- [iv] The employee relies on any technical resource of the County, such as but not limited to a record, report, ledger or occupational reference or resource to perform tasks of the supplemental employer.

### 2.14:D. JOB INTERFERENCE WARNING

An employee whose supplemental employment interferes with his or her employment with the County shall be subject to discipline up to and including employment termination. Interference includes but is not limited to an employee's attendance, efficiency in successfully completing his or her assigned tasks and interruptions in his or her job performance attributable to his or her supplemental employment.

### 2.14:E. CONFLICT OF INTEREST

Any employee whose supplemental employment represents a conflict of interest with his or her employment with St. Clair County shall be subject to discipline up to and including termination of employment.

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## 2.15: TECHNOLOGY

### 2.15:A. GENERAL POLICY

- [i] All County supplied electronic, digital and telephone equipment and devices that transmit, receive and/or store information in County systems are the property of the County.
- [ii] The use of all electronic, digital and telephone systems and business equipment is intended for County business use only and should not be put to any personal use without the knowledge and approval of the department head and/or supervisor. It is not the intent of this policy to prohibit all personal use of the County telephones, computers or equipment. It is the intent of this policy to prohibit use that is unreasonable or excessive. The department head and/or supervisor have the authority to define excessive for his or her department.
- [iii] Employees shall not use an unauthorized code or attempt to access a file or retrieve any stored communication to which he or she is not authorized. All password codes are the property of the County. No employee may use a password code other than his or her own unless authorized by the County. An employee in violation of this policy is subject to disciplinary action up to and including employment termination.
- [iv] In order to maintain system security County assigned passwords should not be revealed to any unauthorized person. Passwords may be changed periodically as determined necessary by the County, department head and/or supervisor. Messages may be monitored randomly to assure system security and policy conformity. Employees who violate policy are subject to discipline up to and including employment termination.
- [v] It is recommended that sensitive or confidential information not be sent via electronic mail. Revealing confidential files or information to an unauthorized

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person is strictly prohibited and subjects the offender to by discipline up to and including employment termination. Unauthorized accessing and/or use of confidential or restricted files or County equipment, including computers, is strictly prohibited and subject to discipline up to and including employment termination.

[vi] In view of the ever-changing use and application of technology the County Administrator/Controller and/or the Board of Commissioners reserves the right and authority to modify, amend and correct policy, procedure, rules and regulations without addition to these policy statements. Modifications, amendments and corrections to these policy statements, procedure, rules and regulations will be made part of these policy statements in a reasonable manner and fashion. To view the policy and procedure for using technology and communication equipment [click here](#).

[Revisions effective 01/01/2007 - Board Approved]

### 2.15:B. INTRANET/INTERNET

[i] The St. Clair County Information Technology Director shares responsibility for the implementation and oversight of policy that includes access, protocols and use of the Intranet/Internet, the World Wide Web (WWW), and the downloading of files, E-mail and programs from the Internet. An employee's personal use of the network, e-mail and Internet will be regulated at the department level. This policy applies to all departments, elected officials and agencies of St. Clair County who use County-provided access to the Internet, regardless of the user's location, even if accessed from an individual's personal residence, when accessing the network.

[ii] The Intranet/Internet is a powerful tool for research, education and communications. The Intranet/Internet should be used strictly for County-related business. Any

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personal use should be kept to a minimum and always with the knowledge and approval of the department head and/or supervisor.

[iii] The following is an illustration and not an exhaustive list of the protocol for the use of the Intranet/Internet.

[iii.1] Copyright laws regarding protected commercial software or intellectual property shall be thoroughly honored.

[iii.2] Use of the Intranet/Internet should be minimized so that unnecessary network traffic will not interfere with others in using this shared network resource. This includes the use of the Intranet/Internet for the storage of files for purposes such as backup.

[iii.3] Intranet/Internet access shall be treated as a shared resource. Unless the connection to the Intranet/Internet is actively being used, it should be closed to permit others access.

[iii.4] Internet/Intranet applications or programs may not be downloaded without the authority of the Information Technology Director. In order to prevent computer virus infection of the County's local network the Information Technology Director has the exclusive authority and responsibility to determine the method and procedure for downloading applications and programs.

[iv] The following is an illustrative list, not an exhaustive list, of the inappropriate use of the Intranet/Internet.

[iv.1] Any unlawful purpose,

[iv.2] Unauthorized use of a protected/secured resource of any department of the County,

[iv.3] The transmission of any communication not associated with normal work responsibility,

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[iv.4] Responding to or taking advantage of unsolicited advertising for personal gain,

[iv.5] Browsing the Internet, posting messages on bulletin boards, or participating in chat rooms when unrelated to County business,

[iv.6] Downloading of software or programs or,

[iv.7] Additional prohibitions include but are not limited to any illegal activity, threats, slander, libel, defamation, obscenity, suggestive or offensive graphic images or messages, political endorsements, commercial activities, games or other entertainment software, purchasing of items not intended for County-related business use and the distribution of items which may be perceived as generally comical information, such as jokes or cartoons.

[v] Any transmission through the County's Internet gateway may be monitored for system security, integrity and maintenance in order to prevent fraud, abuse, misuse, policy violation and/or any unlawful use or purpose. No person using the County Internet gateway is exempt from the monitoring of data, files, messages and other transmissions passing through the gateway, whether outgoing or incoming.

[vi] Policy violations will be reviewed on a case-by-case basis by department heads and/or supervisors and may result in disciplinary action, up to and including employment termination.

[vii] Access to the County's Internet gateway is subject to the approval of the Information Technology Director.

[viii] Every device or "host" connecting to the Internet must have a unique identifier and approved domain name as assigned by the Information Technology Department. Information Technology Department staff will coordinate the assignment and installation of all appropriate programs.

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- [ix] The County holds the right to block access to any Internet sites that are determined to be non-applicable for County-related business.
- [x] As with other County resources, the use of the Internet is restricted to County-related business. A department that endeavors to establish its own operating system procedures must submit the procedures to the Information Technology Director for approval or the procedures will not be considered valid.
- [xi] Information Technology Department staff only shall coordinate enhancements of Internet services (including hardware and software modifications).
- [xii] Implementation strategies to enhance effective Internet use will also include user training in the appropriate and efficient use of this network resource. The County's Information Technology Department will provide connection and use of navigation tools training.
- [xiii] The Information Technology Department reserves the right to monitor all Internet transmissions and data/message storage.
- [xiv] The County reserves the right to trace electronic trails to Internet sites in order to monitor these policies.

### 2.15:C. ELECTRONIC MAIL (E-MAIL)

- [i] There shall be no implication of privacy with regards to E-mail messages. The content of distributed E-mail and maintenance of a user's E-mail box is the user's responsibility. E-mail messages may be subject to public disclosure under the Public Records Act, Freedom Of Information Act (FOIA) or through litigation. In-progress work and an Attorney-Client privileged document, which are not subject to public disclosure, should be clearly marked in the body of the document as "private/confidential" before it is distributed via E-mail.

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[i.1] The County reserves the right to monitor the E-mail system which includes the review of deleted messages or files to maintain the security and integrity of the system.

[i.2] As with all County resources, any E-mail received via a County-provided Internet access shall be for County-related business and employees should only reveal their e-mail addresses to business related parties.

### 2.15:D. BULLETIN BOARDS, USENET NEWS GROUPS, LISTSERVS

Bulletin Boards, USENET news groups and LISTSERVS provide a mechanism for the exchange of information, allow topic-specific research and enable communication with a larger, topic-specific audience with shared interests.

### 2.15:E. SECURITY IMPLICATIONS

[i] Additional data security threats exist when a system is connected to the Internet. To minimize the risk of connecting to outside networks, the County has set up “fire walls” to limit access by outside networks and users and lessen the threat of viruses.

[ii] Any program downloaded from the Internet should be run through virus checks before loading. It is always a good policy to use the expertise of the Informational Technology Department to load and download Internet files.

### 2.15:F. CONNECTIVITY AND NETWORK PROTOCOLS

The Information Technology Department shall be responsible for developing in-house architectures that allow for sharing data, department applications, networks and host computers. The Information Technology Department shall also provide support for the acquisition of products that support Transmission Control Protocol/Internet Protocol (TCP/IP) standards for internal networks and conform to TCP/IP standards for interagency communications.

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### 2.15: G. REMOTE SITE ACCESS

Remote site shall mean a location other than a County owned or leased business site and often means an employee's personal residence. The County shall exclusively determine the need to provide an employee with remote site access to the County network and if granted, may revoke the access at anytime for any reason. A remote site access request may only come from a Department Head and shall indicate the necessity for remote site access and a full disclosure of the work that will be performed from the remote site.

- [i] In the event the County provides any equipment, including software, the equipment is considered to be on loan and remains the property of the County. Equipment shall also mean a laptop with telephone card.
- [ii] The County is responsible for the installation, maintenance and repair of County owned equipment, including software, installed at a remote site.
  - [ii.1] In the event an employee experiences technical difficulty, he or she must report the difficulty to the Information Technology Department.
  - [ii.2] In no event should an employee attempt to personally remedy the difficulty or enlist the aid of a third part to remedy the difficulty unless authorized by a representative of the Information Technology Department.
- [iii] The County has no responsibility for the installation, maintenance and repair of an employee's personally owned equipment including software.
- [iv] The cost of the connection from the remote site to the network shall be borne by the department.
- [v] The recipient of any equipment from the County shall be required to sign a fixed asset form that acknowledges receipt and responsibility for the equipment.

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### 2.15: H. CELL PHONE AND PAGER POLICY

The Information Technology Department has exclusive authority to determine the assignment of County owned cell phones and pagers to employees. It is the responsibility of a Department Head to request the assignment of a cell phone and/or pager for members of his or her staff. To view the policy and procedure for using technology and communication equipment [click here](#).

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- [i] Cell phones and/or pagers issued by the County shall remain the property of the County.
- [ii] The employee assigned the cell phone and/or pager is responsible for the care and treatment of the cell phone and/or pager, which means the employee may have to reimburse the cost of the cell phone and/or pager if the employee is found negligent.
- [iii] The Information Technology Department may at anytime and for any reason require the return of a cell phone and/or pager.
- [iv] The cost incurred in the operation of a cell phone and/or pager shall be borne by the assigned department.
- [v] An employee should not use a cell phone while operating a motor vehicle.

### 2.15: I. VIRUS CHECKING SOFTWARE

The Information Technology Department is exclusively responsible to install virus-checking programs run on all computers and laptops owned by the County.

### 2.15: J. COMPUTER LAB

To view the policy and procedure for using the Computer Laboratory in the County Administrative Office Building click on (LINK – Not Yet Available).

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# St. Clair County Employee Handbook

## 2.16: WEATHER, MAN-MADE DISASTERS AND OTHER EMERGENCIES

### 2.16:A. RESPONSIBILITY

The County Administrator/Controller or designee, upon concurrence of the Chairperson or Vice-Chairperson of the County Board of Commissioners shall have exclusive authority to determine when conditions are such that employees need not report to work or may be sent home early with full pay. In as much as the County provides services around the clock, special notice will be provided the department heads and/or supervisors with employees scheduled to work at times other than traditional office hours. It is the responsibility of the department head and/or supervisor to notify their affected employees.

### 2.16:B. PAY

Employees who are sent home early or told not to report to work will receive pay as though the hours were worked. Employees on a scheduled day off with or without pay are not entitled to any additional pay or compensation to that agreed upon when the request for the day off was approved.

### 2.16:C. LOCALIZED OCCURRENCES

The disaster, emergency or condition may be localized and not affect all employees at all locations of the County. In the event of a localized disaster, emergency or condition the following shall apply.

- [i] If the disaster, emergency or condition is at a location other than the County Administrative Services Building, the department head and/or supervisor must contact the County Administrator/Controller or designee who will determine the necessary course of action.
- [ii] Employees who are sent home early or told not to report to work will receive pay as though the hours were worked.
- [iii] Employees on a scheduled day off shall be subject to 2.16:B.

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[iv] It is the responsibility of the department head and/or supervisor to provide all employees with scheduling instructions at the affected location.

[v] In the event the department operates at more than one location the following shall apply.

[v.1] Only the employees at the location affected are subject to the policy on leaving work early or not reporting to work.

[v.2] The department head and/or supervisor shall have authority to schedule the employees at an affected location to work at an unaffected location.

[v.3] It is the obligation of the department head and/or supervisor to notify employees at affected locations about where and/or when to report or not to report to work.

### 2.16:D. MEANS OF NOTICE

In the event the disaster, emergency or condition affects all employee locations within the County, the County Administrator/Controller or designee shall provide notice to leave work early and/or not to report to work.

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[i] Communication will be by notice provided the local Port Huron radio stations and when circumstances permit, the County Web Page. It is the responsibility of each department head, supervisor and employee to be aware of media announcements.

[ii] Communication may be by telephone or e-mail if circumstances permit, in which case it is the responsibility of the department head and/or supervisor to see that every employee is notified.

### 2.16:E. ALTERNATE WORK SITES

Employees may be required to report to work at a location where other employees have been sent home early or told not to report to work. This location may or may not be the

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location where the employee is normally scheduled to work. In this event the employee is entitled for overtime pay only for those hours outside his or her scheduled hours of work. In other words, the employee is entitled to his or her regular pay when working regularly scheduled hours.

### **2.17: WORK PLACE VIOLENCE**

#### 2.17:A. UNACCEPTABLE BEHAVIOR

It is the County's policy that all employees, customers and visitors to the County's facilities enjoy a positive and respectful environment in which to conduct business. The workplace environment shall remain free of behavior, actions or language causing or contributing to workplace harassment or bullying. Violence, the threat of violence or harassment or bullying by or against any County employee or member of the public is unacceptable and will not be tolerated.

#### 2.17:B. WEAPONS

It is a violation of County policy to possess, use or threaten use of a firearm, explosive or any other weapon at a workplace or in a vehicle used for official business. To view the County Ordinance on the possession of dangerous weapons on County property click on (LINK – Not Yet Available). Use of any tool or object used in the course of employment is to be used strictly for its intended use. Inappropriate reference to use of any tool or object as a weapon or means to inflict injury is a violation of this policy and will subject an employee to discipline up to and including employment termination and/or criminal charges.

#### 2.17:C. REPORT ALL THREATS

An employee must report any act or threat of workplace violence promptly to his or her department head and/or supervisor. This includes situations that occur outside the employee's working hours and/or away from the workplace that arise out of the course of County employment. A department head and/or supervisor shall act immediately on each

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complaint of workplace violence. Action may mean contacting an appropriate law enforcement agency or in the very least the Human Resources Department or the County Administrator/Controller. A department head and/or supervisor who is aware of workplace harassment or bullying and fails to take immediate, appropriate, corrective action or fails to report such behavior is subject to discipline up to and including employment termination.

### 2.17: D. THE COUNTY'S OBLIGATION

The County is committed to providing a violence free environment for employees and the public.

## **2.18: COUNTY PROPERTY**

### 2.18: A. REMOVAL FROM THE COUNTY PREMISES

County property should not be removed from or taken from the premises without the knowledge and approval of a supervisor. This policy does not extend to tools or equipment required to perform tasks away from the departmental location such as tools necessary for the repair and maintenance of County owned or leased facility.

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### 2.18: B. LOST OR STOLEN PROPERTY

An employee must report lost or stolen property at their earliest opportunity. An employee who fails to report lost or stolen property in a timely manner and/or is negligent in properly safe guarding the property is subject to discipline and may be responsible for the replacement value of the property.

[Revisions effective 01/01/2007 - Board Approved]

### 2.18: C. DAMAGED PROPERTY

Property, such as tools and equipment, damaged as a result of an employee's negligence shall subject the employee to discipline. The employee may be responsible for the replacement value of the property. [Revisions effective 01/01/2007 - Board Approved]

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# St. Clair County Employee Handbook

## 3.0: EMPLOYEE COMPENSATION AND BENEFITS

### 3.1: CAFETERIA PLAN OPTIONS

#### 3.1:A. EMPLOYEE ON-LINE

Employee On-Line is under development. When operational Employee On-Line will provide an employee opportunity to view his or her personal data, fringe benefit selections and tax information on-line and to make on-line changes.

#### 3.1:B. DENTAL CARE

[i] The County shall provide regularly scheduled full time employees with the opportunity to select 100/50/50 dental coverage with the inclusion of orthodontia coverage, as a freestanding rider. When services are provided in network this plan provides 100% of the cost of preventative or routine services, while the employee and the carrier each pay 50% of restorative (i.e., fillings and caps) charges. The carrier's portion is always subject to payment limitations that are reasonable, usual and customary for the area in which the dentist practices but are maximized when services are in network. In the event the carrier pays less than the 100% or 50%, the employee is responsible for the difference.

#### [i.1] CORE OPTION

Plan 100/50/50 to an annual maximum of \$1,000 per individual.

Orthodontia Plan 50/50 to a lifetime maximum per individual. The lifetime maximum is \$3000 of which the carrier would pay a maximum of \$1500.

#### [i.2] OPTION I

In lieu of participating in the plan the employee may elect to have \$200 credited to his or her flexible reimbursement account for uninsured health care or dependent care. This credit is provided in twenty-six (26) equal or near equal installments throughout the calendar year commencing with the first payday of a

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calendar year. A newly hired or newly eligible employee is provided the installments in equal or near equal amounts based on a proration of 1/26 of the credit amount and the remainder of pay periods in the calendar year.

### [i.3] OPTION II

In lieu of participating in the plan the employee may elect to have \$150 as a cash rebate paid to him or her in twenty-six (26) equal or near equal installments throughout the calendar year commencing with the first payday of a calendar year. A newly hired or newly eligible employee is provided the installments in equal or near equal amounts based on a proration of 1/26 of the cash amount and the remainder of pay periods in the calendar year.

[ii] The dental coverage, including orthodontia benefit, may be elected as a freestanding rider. In other words, an employee eligible for fringe benefits may elect dental coverage without electing health care coverage.

### 3.1:C. DISABILITY WAGE CONTINUATION

[i] An employee shall be eligible for salary continuation when a non-work related illness or injury extends beyond twenty (20) consecutive workdays. A holiday occurring within this period shall be considered a day worked. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal base pay before all payroll deductions including taxes and F.I.C.A. Salary continuation may be for a maximum period of six (6) months contingent upon continuing disability. Verification of a continuing medical disability is required by the County in order to provide salary continuation. The frequency of providing medical verification shall be at reasonable and appropriate intervals determined exclusively by the County. Salary continuation shall be reduced by any compensation from the County's Retirement Plan, and/or Social Security.

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[ii] The County shall provide the disabled employee salary continuation from the twenty-first (21st) workday to the one hundred and eightieth (180th) calendar day from the first day of disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of some of the fringe benefits enjoyed immediately prior to disability, as reflected below.

[ii.1] The employee will continue to accrue vacation and sick time.

[ii.2] The employee's compensation will include his or her contributions to the retirement system, which provides credit toward his or her annual multiplier upon retirement. The County will contribute its portion of the employee's compensation into the retirement system.

[ii.3] The employee will continue to receive health and dental care and life insurance enjoyed at the time of disability at the same premium cost share as when actively employed.

[ii.4] The employee eligible for Service Recognition shall receive compensation as though regularly scheduled to work.

[ii.5] The employee shall not be entitled to paid Holidays.

[iii] Fringe benefits that are based on a percentage of salary, such as retirement, shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary and thereby produce a reduced benefit.

[iv] The disabled employee may be ineligible for salary continuation for refusing to accept an offer of work in a reasonably equivalent classification to the classification held at the time of disability. Reasonably equivalent shall mean duties within the scope of the employee's skills, abilities and education, as well as, wages within

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fifteen percent (15%) of the employee's pay at the time of disability.

[v] Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

[v.1] The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.

[v.2] An employee purchasing dental care coverage shall continue to pay one hundred (100%) of the premium cost as provided in 2.6: COBRA.

[v.3] County employment will terminate and the former employee will be notified of his or her COBRA rights.

[v.4] The County shall require prepayment of all premium costs. Failure to provide timely payment will result in the loss of coverage.

[vi] The County may offer the employee a redemption in lieu of salary continuation. However, the employee has the sole responsibility to accept or reject a redemptive offer.

[vi] Commencing the twenty-first (21<sup>st</sup>) work day through the ensuing six (6) months of absence the employee shall be eligible to supplement disability compensation using vacation, sick time or compensatory time on a ratio of one (1) day or one (1) hour to each three (3) days or three (3) hours of absence in order to remain at full normal gross salary.

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## 3.1:D. FLEXIBLE SPENDING ACCOUNTS

- [i] A Dependent Care Account is funded by a voluntary employee payroll deduction on a federal income pre-tax basis. An employee is entitled to use funds from the account to pay for child care or adult day care. Institutional care, such as but not limited to hospitals, nursing homes or a 24-hour care facility is not reimbursable by IRS standards and regulations. Details of the plan are available at the Human Resources Department. An employee wanting to participate in the Dependant Care Account Program must contact the Human Resources Department.
- [ii] An Uninsured Health Care Account is funded by a voluntary employee payroll deduction on a federal income pre-tax basis. An employee is entitled to use funds from the account to pay for health care cost not covered by health care coverage, such as co-pays and deductible as an example. Details of the plan are available at the Human Resources Department. An employee wanting to participate in the Uninsured Health Care Program must contact the Human Resources Department.
- [iii] An employee may elect to participate upon hire, promotion from part time to a full time regular employment or other qualifying event. A qualifying event is a birth, adoption or death of a member of the immediate household or a marriage or a divorce. Otherwise the employee elects to participate once annually when selecting benefits for the next calendar year.

## 3.1:E. HEALTH CARE

- [i] Each regularly scheduled full time employee shall be eligible to participate in the Blue Cross/Blue Shield (BC/BS) Community Blue Option 2 Plan with the following features that are not inclusive of all benefits:

Annual Deductible:

\$100 – Employee

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\$200 – Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services): \$600 – Employee

\$1,200 - Family

\$15 Office Visit Co-Pay

Prescription Drugs:

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD – Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Health Care Services

VCA 80 - Vision Care

HCA – Hearing Care

FC – Family Continuation

SD – Sponsored Dependent

[ii] The Employer shall pay the plan cost with the following exceptions:

[ii.1] Employees hired on or after January 1, 1986 shall pay 100% of FC and/or SD riders plan costs.

[ii.2] Employees hired prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until after January 1, 1986 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.

[iii] The County shall have authority to select the health care plan provider.

[iv] Each regularly scheduled full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core option.

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### [iv.1] BUY UP TO COMMUNITY BLUE OPTION 1

All coverages and riders subject to:

No Deductibles

No Out-Of-Pocket Maximum (Excluding Mental Health Care Services)

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD – Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Health Care Services

VCA 80- Vision Care

HCA – Hearing Care

FC – Family Continuation

SD – Sponsored Dependent

Annual Premium Cost (Collected Bi-Weekly)

\$ 750.00 - Single Plan

\$1,250.00 - Two-Person Plan

\$1,500.00 - Family Plan

### [vi.2] NON-PARTICIPATION OPTION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled to annual compensation as follows:

\$ 650 - One Person subscriber

\$1100 - Two Person subscriber

\$1350 - Family Plan subscriber

Payment shall be made in equal or near equal bi-weekly installments. The

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employee may elect to direct compensation to a personal deferred compensation account (see 3.4:B. Deferred Compensation) or into his or her flexible spending account uninsured health care account or dependent care account (see 3.1:C. Flexible Spending Accounts). The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

### 3.1:F. LIFE INSURANCE

[i] The County shall provide full time regular employees with group life insurance in accordance with the following schedule:

#### [i.1] CORE OPTION

<u>Annual Salary</u>	<u>Benefit</u>
\$24,999 or less	\$20,000
\$25,000 to \$30,999	\$30,000
\$31,000 to \$39,999	\$40,000
\$40,000 or more	\$50,000

#### [i.2] OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

#### [i.3] OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

### 3.1:G. RETIREMENT

All full time regular employees shall participate in one of the two plans of the St. Clair

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County Employees Retirement Plan, hereafter referred to as the Original Retirement Plan or the Modified Retirement Plan. Unless specifically stated to the contrary the terms and conditions apply to both the Original Retirement Plan and the Modified Retirement Plan equally. Health care shall be subject to the exclusive purview of the Board of Commissioners which shall have authority to amend, modify or discontinue in part or the whole any benefit, provision or condition of coverage. The Original Retirement Plan and the Modified Retirement Plan are described as follows;

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[i] The Original Retirement Plan shall mean the plan in effect prior to January 1, 1993. The Original Retirement Plan shall continue to provide an annual multiplier of two percent (2%) accumulating to a maximum of seventy-five percent (75%) at thirty-seven and one-half (37-1/2) years. An employee subject to the Original Retirement Plan shall be eligible for health care upon eligibility to receive a pension. Health care shall be subject to the exclusive purview of the Board of Commissioners which shall have authority to amend, modify or discontinue in part or the whole any benefit, provision, or condition of coverage.

[ii] The Modified Retirement Plan shall mean the plan adopted effective January 1, 1993 with a graduated multiplier as follows:

<u>Years of Service</u>	<u>Annual Multiplier</u>	<u>Application</u>
1 through 10	1.75%	accumulative
11 through 19	2.00%	accumulative
20 through 24	2.00%	retroactive
25 through 31.25	2.40%	retroactive

The employee subject to the Modified Retirement Plan shall be eligible for health care upon attaining twenty (20) actual years of service. Years of actual service shall

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mean that period of time employed and contributing, including repayment of previous employment credit, to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

[iii] Pension and Retiree Health Care are separately designated methods for funding, accounting and actuarial purposes. The assets of the programs shall be maintained separately.

[iii.1] The Retirement Board shall have fiduciary responsibility for retiree pension.

[iii.2] The County Administrator/Controller shall have fiduciary responsibility for the Retiree Health Care Trust Account.

[iii.3] The Board of Commissioners shall determine the rate of the County's pension contribution amount. The current County pension contribution amount is eight-point-six-percent (8.6%) unless otherwise stipulated by a collective bargaining agreement.

[iii.4] The employee's pension contribution amount shall be five percent (5%) unless otherwise stipulated by a collective bargaining agreement.

[iii.5] The Board of Commissioners shall determine the County's contribution to Retiree Health Care Trust Account. The County's current contribution amount shall be four-point-four-percent (4.4%).

[iii.6] Non-union employees shall not currently contribute to the Retiree Health Care Trust Account. Employees that are members of bargaining units shall contribute the amount stipulated in the collective bargaining agreement.

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[iv] An employee must be vested in the St. Clair County Employees Retirement Plan before he or she can receive a pension. Vesting means attaining years of service

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credit to someday receive a pension. An employee must have at least eight (8) years of service credit to be vested or the combination of service credit years and years of reciprocity when combined that equals eight (8) years. Reciprocity between retirement plans requires the following.

[iv.1] Employer(s) must be public employer(s).

[iv.2] The previous employer's retirement plan must be enabled by the same public acts enabling the St. Clair County Retirement Plan.

[iv.3] The employee must have no less than thirty (30) months of contributions made to the retirement plan of his or her previous employer. If contributions were withdrawn and repaid to the previous employer, the repayment must have been before the employer had five (5) years of service with St. Clair County.

[iv.4] The break in service between the previous public employer and St. Clair County was not greater than fifteen (15) years.

[iv.5] Requests to determine whether another public employer is reciprocal should be referred to either the County Administrator/Controller Department or the Human Resources Department.

[v] An employee, subject to either the Original Retirement Plan or Modified Retirement Plan, shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service.

[vi] Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

[vii] An employee who transfers from a bargaining unit classification to a non-affiliated

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classification shall not be eligible to reselect a retirement option if the employee made a selection prior to transfer. In the event the employee made no selection in their previous classification, the employee will be considered a new hire and subject to the Modified Retirement Plan.

[viii] An employee may purchase additional service credit for years served in the military. An employee interested in determining the method and means for the purchase of military service credit must consult the St. Clair County Employee Retirement Plan booklet or contact the Human Resources Department.

[ix] An employee subject to either the Original Retirement Plan or Modified Retirement Plan shall have their pension benefit computed on the base salary, and where applicable service recognition, and shall not include compensation from the following;

[ix.1] Overtime or compensatory time payoff.

[ix.2] Vacation accrual payoff upon separation from employment.

[ix.3] Sick day accrual payoff upon separation from employment.

[ix.4] Compensation paid as an allowance, reimbursement or premium.

[x] Final average compensation (FAC) is computed on the best three (3) of the last ten (10) years of service effective January 1, 2005.

[xi] An employee that elected the Original Retirement Plan, left County employment and is then rehired is subject to the Modified Plan in accordance with Article V, Section 5.3 Benefit Groups; Effect on Pension Account.

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[xi.1] The employee shall be entitled to retiree health care if he or she was employed eight (8) years to vest pension and deferred his or her pension after terminating County employment. In the event the employee was vested but did

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not defer his or her pension, the employee shall be subject to the terms and conditions of the Modified Retirement Plan if he or she reinstates his or her credited service.

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[xi.2] In computing the pension, the employee shall be entitled to the greater of either the combination of the (a) Original Retirement Plan and the Modified Retirement Plan formula based on actual years worked under each plan or (b) all years computed under the Modified Plan.

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[xii] A document detailing specific retirement policy for each union bargaining or for non-union employees is available on the Human Resources Department website or by [clicking here](#).

[xiii] Retirement Plan forms are available from the Human Resources Department or by clicking on (LINK – Not Yet Available).

[xiv] Actuarial reports that address the financial condition of the Retirement Plan and other statistical information is available by [clicking here](#).

### 3.1:H. SERVICE RECOGNITION

[i] Full time regular employees hired before January 1, 1987 in a regular full time capacity shall be eligible for a lump sum payment in recognition of their years of continual service in accordance with the following schedule:

Maximum payment shall not exceed the annual base salary of:

<u>Years Of Service</u>	<u>% Of Base Salary</u>	<u>\$25,000 Or Less</u>	<u>\$25,001 To \$35,000</u>	<u>\$35,001 And Over</u>
15 - 19	6%	\$ 1,200	\$ 1,800	\$ 2,400
20 - 24	8%	\$ 1,600	\$ 2,400	\$ 3,200
25+	10%	\$ 2,000	\$ 3,000	\$ 4,000

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- [ii] Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first full pay period following the date of their anniversary of full time employment.
- [iii] Employees shall be entitled to a prorated lump sum payment in the event of their honorable employment termination, retirement or death in service.

### 3.2: SALARY & WAGES

#### 3.2: A. PAY PERIODS

- [i] The pay period is bi-weekly, which means every two weeks.
- [ii] The pay period begins on a Sunday and ends on the second following Saturday.
- [iii] Employees are paid the Thursday following the end of the pay period except when that day is a holiday. In the event the payday is a holiday, the County determines the payday, which is generally but not always the day before.

#### 3.2: B. PAYCHECK DISTRIBUTION

- [i] Employee paychecks are distributed to departments for distribution to the employees of that department.
- [ii] An employee may request his or her paycheck be withheld from distribution to the department under the following circumstances.
  - [ii.1] The employee is on a leave of absence, in which case the paycheck will be mailed to the employee's residence or the employee may pick up his or her paycheck in the Human Resources Department.
  - [ii.2] The employee left employment prior to issuance of the paycheck, in which case the paycheck will be mailed to the employee's residence or the employee may pick up his or her paycheck in the Human Resources Department.
  - [ii.3] The employee is in the process of transferring to a new department, in which case the paycheck will be mailed to the employee's residence or the employee

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may pick up his or her paycheck in the Human Resources Department.

[iii] A paycheck will only be released to someone other than the employee when that individual has written authorization from the employee who identifies the individual by name and relationship. An individual with written authorization shall be required to provide picture identification before the paycheck will be released to them.

[iv] In no case will an employee be entitled to receive a pay advance.

### 3.2:C. STEP & MERIT INCREASES

[i] Employees who are members of bargaining units typically enjoy step increases based on time in the classification. Employees who are not affiliated with a bargaining unit are eligible for step increases based on merit.

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[ii] An employee who shows exceptional skill and ability may be rewarded in one of two ways.

[ii.1] A merit step increase may be provided in advance of the scheduled date it is due.

[ii.2] The step level due may be skipped over to the next higher step on the scheduled due date.

[iii] An employee may only receive an early step increase or a stepped skip once while in the classification.

[iv] For more information about performance reviews for pay increases see 1.6:B PERFORMANCE REVIEW.

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### 3.2:D. PAY SCHEDULES

[i] Each classification is assigned a pay schedule. The assigned pay schedule may be a single figure or a progressive scale of either hourly or annual pay rates.

[ii] Pay schedules are established through collective bargaining or unilaterally by the St.

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Clair County Board of Commissioners and not subject to manipulation or modification by a department head, supervisor or employee. A pay amount provided an employee must strictly coincide with the amount reflected on the pay schedule. An employee cannot be paid an amount less than the minimum or more than the maximum amount on the pay schedule. Neither can an employee be paid an amount between any step amounts reflected on the pay schedule.

### 3.2:E. PAY PLAN ADMINISTRATION

- [i] Each collective bargaining agreement includes pay schedules for all classifications within the bargaining unit. The St. Clair County Board of Commissioners establishes the pay plans for non-union or non-affiliated employees. The Human Resources Department is responsible for the administration of these various pay plans. Administration means Human Resources Department enforces the terms and conditions governing the pay plan.
- [ii] Copies of the various pay plans are maintained on the Human Resources Department website. In the event a particular pay plan is not reflected on the website, a copy is attainable by contacting the Human Resources Department.
- [iii] As the pay plan administrator, the Human Resources Department has the authority and responsibility to withhold any hourly or annual rate of pay adjustment that does not conform to the pay plan policy. The Human Resources Department does not have the authority or responsibility to unilaterally adjust an employee's pay on its own initiative, except for those employees of the Human Resources Department. In other words, each County department has the authority and responsibility to initiate pay changes for the employees of that department. The Human Resources Department has authority and responsibility to review a department initiated pay change to determine that it conforms to the applicable established terms and

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conditions.

- [iv] In the event a pay change initiated by a department does not conform to the applicable established terms and conditions, the department head and/or supervisor will be notified of the specific reasons the pay change cannot be implemented.

## 3.2:F. EMPLOYEE PAYROLL CHECK DIRECT DEPOSIT

- [i] Direct deposit is an electronic transfer of an employee's net paycheck through Citizens to the employee's banking institution. Citizens is the County's bank.
- [ii] Employees may elect to direct deposit their net payroll checks to the U.S. banking institution (Bank, Credit Union, Savings and Loan, etc.) of their choice, as long as their banking institution accepts direct deposit. Canadian banks are not currently able to accept direct deposit.

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- [iii] In order to implement direct deposit the employee must complete a form available at the Human Resources Department. The Employee should first determine from his or her banking institution that it accepts direct deposit before completing a direct deposit form.
- [iv] On payday a participating employee will receive a pay summary that looks like a paycheck stub that provides all the same information found on a paycheck stub.

## **3.3: PAID TIME OFF WORK**

### 3.3:A. HOLIDAYS

- [i] Full time regular employees are entitled to compensation for the following holidays and any additional holidays that may be determined by the St. Clair County Board of Commissioners.

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday of January

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President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 10
Thanksgiving Day	Last Thursday of November
Friday Following Thanksgiving Day	
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

[ii] When a holiday falls on a Saturday it shall be celebrated on the preceding Friday.

When a holiday falls on a Sunday, it shall be celebrated on the following Monday. A department with operating hours on a Saturday or Sunday shall celebrate the holiday on the actual day it occurs except for employees who are regularly scheduled to work Monday through Friday. Employees who work Monday through Friday shall celebrate the holiday on either the preceding Friday or the following Monday.

[iii] To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized. Only the department head and/or supervisor are authorized to approve an absence. The absence may be paid or unpaid except when the holiday occurs during an employee's leave of absence without pay. An employee on a leave of absence without pay is not entitled to holiday pay.

### 3.3:B. VACATION TIME

[i] All full time regular County employees shall be entitled to vacations according to the following schedule:

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### Annual

<u>Years of Service</u>	<u>Vacation Days</u>
6 Months	5
1	5
18 Months	5
2	5
3 – 4	10
5 - 9	17
10 – 14	20
15 – 19	23
20 – 24	25
25+	30

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[ii] The full time allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the County. An employees transitioning from a different vacation plan schedule shall be placed on the years of service level that equals the number of days enjoyed under the previous vacation schedule. If there is no equal vacation schedule, the employee shall be placed on the next higher schedule. In no event shall an employee be forced to receive a reduction in annual vacation days. The employee shall remain at the years of service level until his or her actual years of service exceed the level where placed.

[iii] Classifications that require education of a bachelor's degree or greater shall be considered a professional position. The department head and/or supervisor shall have authority to place a newly hired professional on the vacation schedule up to but not greater than the 5 – 9 year level, which represents 17 calendar days. The

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employee shall not be entitled to advance through the vacation schedule until actual years of service coincide with the schedule thereafter.

[iv] Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

[v] An employee shall be entitled to carry forward from the previous year's accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time.

[vi] Vacation days must have the prior approval of the department head and/or supervisor to be used. Approval shall be contingent upon meeting the operational needs of the department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

[vii] A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

[viii] Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated payoff of vacation time from their date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

[ix] Upon attaining twenty (20) years of service an employee may elect to have the monetary value of five (5) vacation days deducted from his or her annual credit and attributed to his or her deferred compensation or flexible spending account.

[x] Upon attaining twenty-five (25) years of service an employee may elect to have the monetary value of five (5) or ten (10) vacation days deducted from his or her annual

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credit and attributed to his or her deferred compensation or flexible spending account.

- [xi] The election shall be made from a form available on-line or from the Human Resources Department at least two pay periods in advance of the pay period in which the employee's anniversary of full time regular employment occurs.

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### 3.3: C. SICK DAYS

- [i] Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary of full time employment to be used for the purposes provided by these policies. Any sick time use other than provided by this policy shall be considered a misuse and an abuse and will subject the employee to discipline up to and including employment termination.

- [ii] Full time regular employees shall be entitled to accrue sick time to a maximum of forty (40) working days.

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- [iii] An employee shall be eligible to use sick time, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child, subject to the approval of their department head and/or supervisor. The employee may be required to provide proof of illness of their spouse, parent or child and/or death of immediate family member.

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- [iv] An employee shall not be entitled to use more sick time than has been accrued nor permitted to borrow against the future credit of sick time.

- [v] When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the department head and/or supervisor may require the employee to submit to a

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physical examination at the expense of the County.

- [vi] An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness may be placed on "proof required status" as determined by the department head and/or supervisor. Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick time pay. The employee shall be on proof required status for six (6) calendar months. The employee who fails to provide appropriate medical verification shall not only be denied sick time compensation, but shall be subject to discipline.
- [vii] Sick time, when authorized, shall be taken in place of normally scheduled workdays, excluding holidays.
- [viii] The employee must promptly notify his or her department head and/or supervisor of their absence or be subject to discipline. Promptly shall mean prior to or at the beginning of the employee's regular scheduled workday.
- [ix] The department head and/or supervisor shall have the discretion to determine the extent to which an employee may use sick time for doctor or dentist office visits.
- [x] An employee shall be eligible for salary continuation when a non-work related illness or injury extends beyond twenty (20) consecutive workdays. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal base pay before all payroll deductions including taxes and F.I.C.A. Salary continuation is for a maximum period of six (6) months contingent upon continuing disability. Verification of a continuing medical disability is required by the County in order to provide salary continuation. Salary continuation shall be reduced by any compensation from the County's Retirement

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Plan, and/or Social Security.

[xi] The County shall provide the disabled employee salary continuation from the twenty-first (21st) workday to the one hundred and eightieth (180th) calendar day from the first day of disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of some of the fringe benefits enjoyed immediately prior to disability as reflected below.

[xi.1] The employee will continue to accrue vacation and sick time.

[xi.2] The employee's compensation will include his or her contribution to the retirement system, which provides credit toward the annual multiplier. The County will contribute its portion of the employee's compensation into the retirement system.

[xi.3] The employee will continue to receive health and dental care and life insurance, under the same terms and conditions in affect prior to commencing leave.

[xi.4] The employee eligible for Service Recognition shall receive compensation as though actively scheduled to work.

[xi.5] The employee shall not be entitled to paid Holidays.

[xii] Fringe benefits based on a percentage of salary, such as retirement, shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

[xiii] The disabled employee may be ineligible for salary continuation for refusing to accept an offer of work in a reasonably equivalent classification to the classification held at the time of disability. Reasonable equivalent shall mean duties within the scope of the employee's skills, abilities and education, as well as, wages within

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fifteen percent (15%) of the employee's pay at the time of disability.

[xiv] Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

[xiv.1] The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.

[xiv.2] An employee purchasing dental care coverage shall continue to pay one hundred (100%) of the premium cost as COBRA.

[xiv.3] Upon completion of one (1) year of absence County employment will terminate as voluntary and the former employee will be notified of his or her 2.6:C. COBRA rights.

[xv] Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

[xvi] During the first six (6) months of absence the employee shall be eligible to supplement disability compensation with vacation, sick time or compensatory time on a ratio of one (1) day or one (1) hour to each three (3) days or three (3) hours of absence in order to remain at full normal gross salary. Disability compensation may only be supplemented as follows.

[xvi.1] The employee must supplement from the first day of receiving salary continuation or he or she shall not be eligible to supplement.

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[xvi.2] Sick time must be supplemented until exhausted followed by compensatory time and then by vacation time.

[xvi.3] Supplementing must be continuous. An employee will not be entitled to supplement intermittently.

[xvi.4] Sick time and/or vacation time that accrues or is credited during the employee's leave may only be used to supplement disability compensation when the supplementing is continuous which means it occurs without a break in supplementing.

[xvii] An employee on an approved disability leave using sick time, salary continuation or disability insurance shall be subject to the applicable provisions of Leave of Absence.

[xviii] Upon termination of employment, an employee with a balance of accrued sick time shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

### 3.3:D. FUNERAL LEAVE

The employee shall also be allowed funeral leave days in the event of a death of family members and relatives as follows:

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Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

Up to three (3) working days with pay to be deducted from sick days for:

Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

[Revisions effective 01/01/2007 - Board Approved]

### 3.3:E. JURY DUTY, SUBPOENA AND WITNESS FEE

[i] An employee who is called to serve as a Juror in a court within St. Clair County shall continue to receive his or her normal County pay provided the time of the jury service coincided with the employee's regularly scheduled working hours.

[ii] An employee who is called to serve on a Jury with a court outside St. Clair County will continue to receive his or her normal pay provided the jury service and/or travel time coincides with the employee's regularly scheduled working hours. In the event six (6) or more hours of jury duty and/or travel time occur immediately before or

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after the employee's regularly scheduled working hours, the employee shall not be required report to work that shift.

[iii] Any compensation, not including reimbursements of actual out-of-pocket expenses such as mileage reimbursement or meal allowance, paid an employee as a Juror will be surrendered to the County Treasurer.

[iv] The employee with prior approval to use vacation or compensatory time shall be entitled to keep jury duty pay. The employee shall not be entitled to keep jury duty pay when on an approved paid disability leave. The employee shall not be entitled to use a sick day for the purpose of serving on a jury. An employee who claims to be ill and unable to work but serves jury duty shall not be entitled to County pay for the day and shall be subject to discipline up to and including employment termination.

[v] An employee who is subpoenaed to produce records or to act as a witness shall continue to receive his or her normal pay when their participation is employment related.

[vi] Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal out-of-pocket expenses, shall be surrendered to the County Treasurer.

### 3.3:F. OVERTIME AND COMPENSATORY TIME

[i] Only a department head and/or supervisor may determine the need to work hours in addition to regularly scheduled hours of work.

[i.1] An employee may only be entitled to receive compensatory time for hours worked in addition to regularly scheduled hours of work when approved in advance by the department head and/or supervisor.

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- [i.2] Approval must be reduced to writing either before or after the hours are actually worked.
- [i.3] The department head and/or supervisor are responsible for maintaining compensatory time records.
- [ii] When overtime is necessary and required, it shall be compensated at time and one half the base rate for:
  - [ii.1] All work performed beyond the normal full time workday or workweek.
  - [ii.2] Reporting early or returning later to work, as determined and approved by the department head and/or supervisor but only for such hour(s) that exceeds the normal daily hours.
  - [ii.3] A minimum of two (2) hours when reporting back to work.
  - [ii.4] Work performed on a holiday, which shall be at double time or two (2) times the base hourly rate.
- [iii] Employees, exempt from the Fair Labor Standards Act, may be granted either compensatory time or overtime pay as determined by the department head and/or supervisor, consistent with the applicable provisions of the budget.
- [iv] The department head and/or supervisor should determine in advance of the hours worked whether the time will be paid as overtime pay or compensatory time.
- [v] Employees, exempt from the Fair Labor Standards Act, may accrue compensatory time to a maximum of forty-five (45) hours. Upon termination of employment the employee shall be paid the accrued compensatory time at the employee's current hourly rate to a maximum of forty-five (45) hours.
- [vi] The department head and/or supervisor shall endeavor to grant an employee the use of his or her accrued compensatory time when requested by the employee. The department head and/or supervisor shall be entitled to compel the employee to use

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accrued compensatory time as long as it remains lawful to do so.

[vii] An employee is required to complete a departmental overtime form in accordance with the policy of the department.

[Revisions effective 01/01/2007 - Board Approved]

[vii.1] The departmental overtime form is to be submitted to the employee's supervisor authorizing the overtime no later than the employee's next scheduled workday.

[Revisions effective 01/01/2007 - Board Approved]

[vii.2] The supervisor authorizing the overtime shall sign the form to verify the authorization to work the overtime.

[Revisions effective 01/01/2007 - Board Approved]

[vii.3] The supervisor authorizing the overtime shall submit the overtime form to the payroll delegate in a timely manner to assure overtime payment in the pay period in which it is worked but not later than the following pay period in which the overtime was worked.

[Revisions effective 01/01/2007 - Board Approved]

[vii.4] Overtime that is not authorized by a supervisor may not be compensated.

[Revisions effective 01/01/2007 - Board Approved]

[vii.5] An employee or a supervisor that fails to provide notice of authorized overtime no later than the pay period following the pay period in which it is earned shall be subject to discipline up to and including employment termination.

[Revisions effective 01/01/2007 - Board Approved]

### 3.3: G. MILITARY SERVICE

[i] Employees who are members of the National Guard or a Military Reserve unit shall be granted time off to a maximum of two weeks with pay annually to fulfill their obligation.

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- [ii] Any compensation in lieu of salary, not including reimbursements of actual expenses, paid an employee will be surrendered to the County Treasurer in order to receive normal County pay.
- [iii] Any employee who leaves employment to serve in the armed forces, regardless of whether it is on active duty, National Guard or Military Reserve, will be entitled to reinstatement on satisfactory completion of the term of military service, in accordance with applicable law.

### **3.4: PAYROLL DEDUCTIONS**

#### 3.4:A. CREDIT UNION

- [i] The County has a long standing business relationship with Flagship Credit, which is an autonomous member controlled savings and lending institution. An employee who wants to have any part of his or her bi-weekly pay deducted for deposit with the Flagship Credit must complete the necessary paperwork at the credit union, which will forward the paperwork to the County.
- [ii] The County has no administrative or management role with Flagship Credit. Flagship Credit is governed by a board of directors elected by its members among which are employees of St. Clair County. St. Clair County therefore assumes no responsibility or liability for any of Flagship Credit's acts or omissions.

#### 3.4:B. DEFERRED COMPENSATION

- [i] The County of St. Clair provides an opportunity for employees to voluntarily authorize the County to withhold a portion of his or her bi-weekly pay on a pre-tax basis to invest and receive after employment separation.
- [ii] Pre-tax basis means the employee has paid no federal and state income taxes on the amount when deducted from his or her bi-weekly pay. Federal and state income tax is due when compensation is received.

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[iii] The specific details for participation in the deferred compensation program are available at the Human Resources Department.

### 3.4:C. GARNISHMENT

A garnishment is a Court Order directing the deduction of an established amount of pay to a specific source. When a garnishment is received the employee will be notified of the specific nature and circumstances of the deduction. The garnishment will be implemented upon the earliest available pay, consistent with the Court Order.

### 3.4:D. UNITED WAY OF ST. CLAIR COUNTY

[i] The United Way of St. Clair County is a community based not-for-profit organization that funds a wide variety of community based programs providing services to County residents that generally could not afford these services without financial assistance.

[ii] An employee may voluntarily contribute to the United Way of St. Clair County by way of payroll deduction in an amount and frequency of his or her choosing.

[iii] The payroll deduction is on a post tax basis but is income tax deductible.

### 3.4:E. UNION DUES AND SERVICE FEES

[i] Union dues are paid as a membership fee to a labor organization that represents a segment of employees to St. Clair County. The employee, as a member, is entitled to the privileges of membership determined by the labor organization.

[ii] Service fees are paid to a labor organization as a fee for entitlement to the same wages and fringe benefits bargained on behalf of bargaining unit members. The employee who pays a service fee is not a member and is entitled only to those privileges exclusively determined by the labor organization.

[iii] The amount of union dues and service fees are determined exclusively by the labor organization. Union dues and service fees are deducted from an employee's bi-weekly paycheck and paid monthly to the labor organization.

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[iv] The County, as a gesture of cooperation with the labor organization, serves only as a collection agent. Any dispute about the collection method or the amount of union dues or service fees must be taken up with the labor organization and not the County.

### 3.4:F. SUPPLEMENTAL INSURANCE

- [i] Supplemental insurance is intended to provide compensation for health care related costs not covered by traditional insurance. Enrollment and participation is strictly discretionary with the employee and is fully funded by the employee. A participating employee payment is made through payroll deduction.
- [ii] Coverage includes but is not limited to personal accident and injury costs, personal cancer protection, life insurance, nursing home and assisted living home care.
- [iii] An employee may enroll for supplemental insurance at the Human Resources Department upon benefit enrollment. Enrollment is made available upon full time regular hire or once annually when fringe benefits are elected.

### 3.4:G. PREPAID LEGAL SERVICE

- [i] A prepaid legal service is the prepayment of certain legal services provided by an attorney or law firm. Enrollment and participation is strictly discretionary with the employee and is fully funded by the employee. Participating employee prepayment is made through payroll deduction on a post tax basis.
- [ii] Services include but are not limited to preparation of wills, real estate transactions, income tax and IRS matters, community property laws, debt and credit service, traffic violation, civil lawsuit, separation or divorce, child support and visitation rights, insurance claim collection, civil rights violation, tax shelter and consumer rights.
- [iii] An employee may enroll for prepaid legal service at the Human Resources

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Department upon benefit enrollment. Enrollment may be at any time at the discretion of the employee.

### 3.4: H. U.S. SAVINGS BONDS

- [i] The County of St. Clair makes the purchase of U.S. Savings Bonds available to employees through payroll deduction.
- [ii] The payroll deduction is made on the employee's after-tax pay.
- [iii] An employee must contact the Human Resources Department to enroll for payroll deduction to purchase U.S. Savings Bonds.
- [iv] An employee may authorize a payroll deduction for the purchase of U.S. Savings Bonds at any time.

## 3.5: OPTIONAL BENEFITS

### 3.5: A. EMPLOYEE ASSISTANCE PLAN (EAP)

- [i] Stress and conflict in an individual's personal life often adversely affects his or her ability to perform their duties to the best of their ability. The County realizes that many employees may experience stress and conflict in their personal lives at some time. In response to these common personal problems the County pre-funds an Employee Assistance Plan (EAP) available to all employees and their household members.
- [ii] The Employee Assistance Plan offers counseling and other services to employees and their family members with marital and family, emotional, substance abuse, legal and financial and/or job related issues or conflicts.
- [iii] All services are confidential. The name of the person accessing services and the nature of the services used is never communicated to the County or to an employee's department head and/or supervisor.
- [iv] The County has pre-funded up to three (3) visits or sessions with an EAP counselor.

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Should it appear that three (3) visits or sessions are insufficient to process through to resolution, the EAP counselor will assist the individual in receiving longer-term services.

*[v] EAP services are available through UNUMPROVIDENT 1-800-854-1446. Worldwide emergency travel assistance services within the United States are available at 1-800-872-1414 or when outside the United States at 1-301-656-4152.*

*[Reference to services provided by IHS has been submitted for Board approval for deletion (Feb 07)]*

### 3.5:B. FAMILY AND MEDICAL LEAVE ACT (FMLA)

[i] FMLA is a federal law that permits eligible employees to take leaves of absence for specified family and medical reasons that safeguard continued employment. In order to be eligible an employee must have been employed with the County for at least the last twelve (12) months and worked at least twelve-hundred-and-fifty (1,250) hours during the preceding twelve (12) month period. The employee is legally obligated to give their department head and/or supervisor thirty (30) days advance notice of a need for a FMLA leave or as much advance notice as possible or practical. An employee may be entitled to FMLA leave when his or her absence is for three (3) or more workdays, even if the work days are intermittent but related to the same circumstance or cause.

[ii] An eligible employee may be entitled for a leave for the following personal family and/or medical reasons.

[ii.1] Birth of a child. Both mother and father are eligible for leave.

[ii.2] Adoption of a child. Leave is available to both the adopting mother and father.

[ii.3] Placement of a child in the employee's home through foster care, as a step child, legal ward or where the employee serves in loco parentis.

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[ii.4] Serious illness of the employee's spouse, child or parent.

[ii.5] Serious illness of the employee.

[iii] An eligible employee is entitled to twelve (12) weeks of leave in a twelve (12) month period. The twelve (12) month period begins with the first day of the employee's absence and runs concurrent with disability leave (3.3:C. Sick Time) and workers compensation (2.6:1. Workers Compensation). The twelve (12) weeks of leave is a maximum attributable to all incidences and not attributable to each incident. In other words, an employee is entitled to no more than twelve (12) weeks of leave in a twelve (12) month period regardless of the number of incidents that arise.

[iv] The twelve (12) month period in which an employee is entitled to leave is called the "FMLA entitlement period". The entitlement period begins upon the first date of leave.

[v] In the event of birth, adoption or placement of a child in the employee's home, the employee is entitled to twelve (12) weeks of leave within the first twelve (12) months of the child's birth, adoption or placement. The leave must be consecutive days and hours and may only be intermittent if agreed by the County. Intermittent means a combination of actual working hours and time off from work.

[vi] In the event of the employee's personal serious illness or the serious illness of a spouse, child or parent, the employee is entitled to twelve (12) weeks of leave within the entitlement period. The employee must provide the County with a medical statement from the attending physician or practitioner stating the medical diagnosis in order for the FMLA leave to be considered. The leave may be intermittent if supported by the medical statement.

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[vii] The FMLA states that an illness, whether to the employee or the employee's spouse, child or parent must be a serious health condition in order to be approved. A serious health condition must meet at least one of the following definitions.

[vii.1] The inpatient care is being provided in a hospital, hospice or residential medical facility.

[vii.2] The inpatient care is due to an illness, injury, impairment or a physical or mental condition that involves continuing treatment by a health care provider.

[vii.3] The patient has an inability to care for his or her own basic hygienic or nutritional needs or safety.

[viii] When the Human Resources Department is made aware of an employee's absence of three (3) or more days, the employee will be sent an FMLA Material Packet. The days may be intermittent but due to the same circumstance or cause. The FMLA Material Packet includes forms necessary to determine and document an employee's eligibility for an FMLA leave. The attending physician or professional caregiver is not required to use the packet forms as long as the following information is provided by way of documentation on the physician's or care giver's form or business letterhead.

[viii.1] Complete information regarding the employee's serious health condition or the family member's serious health condition.

[viii.2] A complete indication of the nature of the employee's disability, limitations and/or restrictions that prevent he or she from performing the essential functions of the job.

[viii.3] A complete indication that the employee is needed to assist his or her spouse, child or parent with health care functions.

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[viii.4] A complete indication of the anticipated date of recovery or resolution of the serious health condition.

[ix] FMLA is intended to work in coordination with an employer's policies or the terms and conditions of a collective bargaining agreement. Should the FMLA and the employer's policies or the terms and conditions of a collective bargaining agreement be in conflict, the FMLA regulations take precedence. Where the employer's policies or the terms and conditions of a collective bargaining agreement are more liberal but not in conflict with the FMLA, the employee is entitled to the more liberal policy.

[x] The following employee benefits and rights are in general and may not apply in each and every situation. The employee is encouraged to review the County's policies or the terms and conditions of a collective bargaining agreement personally, with their department head and/or supervisor, Union representative or the Human Resources Department to ascertain a more specific application for his or her situation. The Human Resources Director or designee is recognized as the official spokesperson of the County in providing an interpretation and application of the County's policies or the terms and conditions of a collective bargaining agreement. The employee is entitled to use accrued sick days, vacation days and compensatory time for a FMLA leave as long as it is being used consistent with the policies and practices of the County. The employee is entitled to the following fringe benefits while on FMLA leave.

[x.1] The employee is entitled to continuation of their health and dental care coverage during the FMLA leave regardless of whether the leave is paid or unpaid.

[x.2] The employee may be entitled to the continuation of life insurance at the discretion of the County.

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[x.3] The employee is entitled to continuation of vacation day and sick day accruals during the FMLA leave regardless of whether the leave is paid or unpaid.

[x.4] The employee is entitled to retirement plan credit when the FMLA leave is paid.

[x.5] The employee is entitled to return to the same or equivalent position with equivalent pay, benefits and other terms and conditions of employment upon returning from a FMLA leave.

[xi] The FMLA regulations grant the County the following rights.

[xi.1] The County may require an employee to submit to a second medical opinion at the County's cost.

[xi.2] The County may require an employee to take an intermittent leave or to transfer to a different job or job location consistent with meeting the disability, limitations or restrictions imposed by the employee's attending physician when the illness is to the employee.

[xi.3] The County requires the employee to use accrued sick time, compensatory time and vacation time during the leave in accordance with the policy and practice of the County in other similar situations.

[xi.4] The FMLA leave shall be concurrent with other terms, conditions and policies of the County or a collective bargaining agreement.

[xi.5] The County requires certification of the employee's ability to return to work with or without limitations or restrictions prior to scheduling the employee to actually return to work.

[xi.6] When a husband/father and wife/mother are both employed by the County the combined total leave of each shall not exceed twelve (12) weeks leave in the event of childbirth, adoption or placement of a child in the home of the employees.

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[xi.7] The County will charge the employee retroactive premium costs for health and dental care should the employee fail to return from an unpaid FMLA leave in accordance with conditions outlined in the Act.

### 3.5:C. EMPLOYEE WELLNESS PLAN

The Employee Wellness Plan is directed an employee committee that promotes health and wellness through a variety of activities. For further information about the Employee Wellness Plan [click here](#).

## 3.6: LEAVING COUNTY EMPLOYMENT

### 3.6:A. BENEFIT CASH OUT

- [i] Upon employment termination, retirement or death, the employee, employee's beneficiary or the employee's estate shall be paid the total value of the accrued unused vacation time and a prorated payoff of vacation time from their date of separation retroactive to their next anniversary of employment. A vacation accrual payoff of unused time, including retroactive credit, shall not exceed thirty-five (35) days of pay.
- [ii] Upon employment termination, an employee with a balance of accrued sick time shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

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[iii] Employees, exempt from the Fair Labor Standards Act, may accrue compensatory time to a maximum of forty-five (45) hours. Upon termination of employment the employee shall be paid the accrued compensatory time at the employee's current hourly rate to a maximum of forty-five (45) hours.

### 3.6: B. OTHER BENEFITS

#### [i] Retirement Contributions

[i.1] Upon employment separation an employee has the option to withdraw his or her contributions from the retirement plan or to leave his or her contributions in the plan. Contributions left in the retirement plan are characterized as a deferred pension.

[i.2] An employee who withdraws his or her contributions is entitled to their contributions at an annual compounded interest determined by the Retirement Board. Should an employee withdraw his or her retirement plan contributions, the employee ceases to be a member of the retirement system and forfeits any right to a pension.

[Revisions effective 01/01/2007 - Board Approved]

[i.3] An employee may withdraw his or her contributions at any time following employment separation. In other words, there is no time limit imposed upon a former employee to withdraw his or her contributions.

#### [ii] Unemployment

St. Clair County is a reimbursing employer into the state unemployment system. It is the policy of the County to respond promptly to all requests for information from the state.

### 3.6: C. ITEMS TO RETURN TO THE COUNTY

An employee leaving County employment for any reason is responsible to return the

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following items to his or her department head, supervisor or the Human Resources Department.

- [i] Building keys including all keys to doors, closets, cabinets, boxes, pad locks or any equipment, vehicle, device or item secured by use of a key.
- [ii] Swipe cards for any door or means of access to a secured area.
- [iii] Credit card, debit card or procurement card.
- [iv] ID badges or any tangible item, such as but not limited to business cards that identifies the individual as an employee.
- [v] All equipment, supplies, tools, uniforms or material entrusted to the employee but purchased with County funds.

[Revisions effective 01/01/2007 - Board Approved]

### 3.6:D. SEVERANCE PAY

[Revisions below effective 01/01/2007 - Board Approved]

- [i]. A Confidential and Non-Union Employee (CANUE) is employed-at-will which means his or her employment maybe terminated at anytime for no reason or without cause. An employee separated from employment “without cause” is entitled to salary continuation as reflected on the table below. If the employee participates in the County health care plan, he or she is entitled to the continuation of health care coverage during the period salary is continued.

-----Weeks of Compensation-----

<u>Years of Service</u>	<u>Department Head</u>	<u>Supervisor</u>	<u>Professional Technical</u>	<u>Clerical</u>
5-9	6	4	2	1
10-14	8	6	4	2
15-19	10	8	6	3
20+	12	10	8	4

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- [ii] An employee separated from employment for gross misconduct is discharged for “just cause” and is not entitled to salary continuation or health care continuation upon separation of employment.
- [iii] All accrued compensatory time, sick time and vacation time shall be paid in full to the employee no later than the pay period following his or her separation of employment. Payment in full shall mean the proration of vacation accrual and/or service recognition if either is applicable.
- [iv] A former employee shall accrue no benefits during the severance period such as by way of example the accrual of sick time, vacation time, holiday pay and/or retirement credit. Nor shall the employee be entitled to any benefit from a fully insured or self insured plan such as by way of example, life insurance or disability insurance.
- [v] The employee may be required to sign a severance agreement in order to receive salary continuation and health care coverage continuation. A severance agreement is typically specific to the circumstances, persons and situation of the employment separation. A severance agreement will typically outline the terms and conditions by which the County agrees to provide salary continuation and health care coverage continuation. The severance agreement may also outline prohibitions by which the employee must abide or be subject to pay back to the County for the amount of salary paid and the cost of health care coverage or the cost of claims incurred by the County. Such prohibitions may include such things as seeking re-employment with the County, bringing forth allegation of wrongful discharge or discrimination and/or making public certain factual or alleged representations about the County or employment with the County.

IMPORTANT FOOTNOTE: This Handbook speaks **primarily** to exempt (non—union) employees. Employees who are members of unions should consult the collective bargaining agreement for the prevailing policy and procedure. Where a collective bargaining agreement is silent, this policy will apply.

## St. Clair County Employee Handbook

[vi] All reference to "County" in this policy statement is understood to include the local "Courts" within the jurisdiction of St. Clair County.

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# St. Clair County Employee Handbook

## 4.0 ABOUT YOUR WORKING CONDITIONS

### 4.1: WORKING HOURS AND OVERTIME

#### 4.1:A. TRADITIONAL OFFICE HOURS

The majority of County and Court offices provide public services between the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday. These traditional office hours are 37.5 weekly hours, minus one hour of unpaid lunch, which represents full time employment. Full time employment in departments that provide public services greater than traditional office hours are scheduled to work 40 hours in week.

#### 4.1:B. WORKING HOURS AND SENIORITY

[i] A full time regular employee shall accrue seniority from their date of hire as a full time regular employee. A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week or 40 hours a week contingent upon the operation of the department. A regular classification is identified in the department's budget as regular.

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[ii] A part time regular employee shall mean an employee regularly scheduled to work fewer hours in a calendar week than a full time employee. A regularly scheduled part time employee shall accrue seniority as hours. In the event a part time regular employee assumes full time regular employment, the employee shall be entitled to a proration of his or her hours worked as full time. In other words, the total number of part time hours worked are equated to the period of time a full time would have had to work to earn the same number of hours.

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[iii] A full time regular employee who becomes part time will accrue working hours to be attributed to seniority. In the event the employee becomes full time again, the

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## St. Clair County Employee Handbook

employee shall be entitled to previously accrued seniority provided that there has been no break in employment.

[iv] Seniority shall cease and the employee's employment shall terminate for the following reasons:

[iv.1] The employee resigns or quits.

[iv.2] The employee retires.

[iv.3] The employee is discharged.

[iv.4] The employee fails to return from layoff.

[iv.5] The employee fails to return to work from an approved leave of absence.

[iv.6] The employee is absent without a call-in for two (2) consecutive working days unless the department head and/or supervisor determine there to be extenuating circumstances, which prohibited notification.

[iv.7] The employee fails to return to work from a disciplinary suspension.

[v] The department head schedules the hours of work of employees in his or her Department.

### 4.1:C. PART TIME, TEMPORARY EMPLOYEES AND TEMPORARY ASSIGNMENT

[i] A temporary employee is hired as a substitute worker for a regular employee on a leave of absence. The temporary employee may be scheduled to work either full time or part time for the period of time that coincides with the regular employee's leave of absence. A temporary employee shall not be eligible for fringe benefits.

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[ii] A casual employee is hired for a predetermined period of time to assist a department with a temporary work load increase or back log. The employment of a casual employee should not exceed one thousand (1,000) hours in a calendar year. A casual employee may be scheduled to work full time or part time. The casual

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employee shall not be eligible for fringe benefits.

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[iii] A seasonal employee is hired to perform work at a time when a department has an influx of work activity, more favorable circumstances to perform the work activity or more of a demand for its services. A seasonal employee may be scheduled to work full time or part time for a period of time that should not to exceed one thousand (1,000) hours in a calendar year. A seasonal employee shall not be eligible for fringe benefits.

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[iv] A student intern is employed to fulfill a stipulated number of hours as a course requirement. A student intern is typically employed in a department and/or in a work activity related to his or her field of study. A student internship is intended to be a learning experience. The work activity of the student intern is ancillary to a regular employee(s) in the department. The student intern may be scheduled to work up to a maximum of twenty-two-point-five (22.5) hours or twenty-four (24) hours a calendar week contingent upon the operation of the department. The student intern will be employed only for the duration of the period necessary to satisfy the course requirements.

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[v] A student worker is employed part time while a student at a high school, community college, vocational institution, college or university. The work activity of the student worker is ancillary to regular employees in the department. During the school year a student worker may only work part time. During breaks in the school year a student worker may work full time. When a student worker ceases to be a student he or she shall no longer qualify as a student worker for purposes of continued employment.

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[vi] A Page is a part time employee of the St. Clair County Library performing ancillary tasks to regular employees. A Page may work up to thirty-two (32) hours in calendar week.

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[vii] Part time and/or temporary employees shall not be entitled to fringe benefits. An employee must be full time regular to be eligible for fringe benefits.

[viii] No regular or temporary part time employee shall be scheduled to work more than 30 or 32 hours in a calendar week contingent upon the department's operating hours of 37.5 or 40 respectively.

[ix] The department head and/or supervisor shall schedule the hours of work of employees in his or her department.

### 4.1:D. OVERTIME APPROVAL AUTHORITY

The department head and/or supervisor shall have exclusive authority to determine when overtime is necessary. Overtime shall only be paid when budgeted and when preapproved by the department head and/or supervisor.

### 4.1:E. COMPUTATION METHOD

When overtime is necessary, it shall be compensated at time and one half the base rate for:

[i] All work performed beyond the normal full time workday or workweek.

[ii] Reporting early or returning later to work, within the same twenty-four (24) hour day worked but only for such hour(s) that exceeds the normal daily hours.

[iii] When reporting back to work the employee shall be entitled to a minimum of two (2) hours of compensation.

[iv] Work performed on a holiday shall be at double time or two (2) times the employee's base hourly rate.

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# St. Clair County Employee Handbook

## 4.1:F. COMPENSATORY TIME

- [i] An employee may only be entitled to receive compensatory time for hours worked in addition to regularly scheduled hours of work when approved in advance by the department head and/or supervisor.
- [ii] Approval must be reduced to writing either before or after the hours are actually worked.
- [iii] The department head and/or supervisor are responsible for maintaining compensatory time records.
- [iv] Employees, exempt from the Fair Labor Standards Act, may be granted either compensatory time or overtime pay as determined by the department head and/or supervisor, consistent with the applicable provisions of the budget.
- [v] Employees, exempt from the Fair Labor Standards Act, may accrue compensatory time to a maximum of forty-five (45) hours. Upon termination of employment the employee shall be paid the accrued compensatory time at the employee's current hourly rate to a maximum of forty-five (45) hours.
- [vi] The department head and/or supervisor shall endeavor to grant an employee the use of his or her accrued compensatory time when requested by the employee. The department head and/or supervisor shall be entitled to compel the employee to use accrued compensatory time as long as it remains lawful to do so.

## **4.2: LUNCH PERIODS AND BREAKS**

### 4.2:A. ELIGIBILITY

Employees who work six (6) or more consecutive hours in a workday shall be eligible for an unpaid lunch period, to be scheduled at the discretion of the employee's department head and/or supervisor. The lunch shall be thirty (30) minutes or sixty (60) minutes based on the customary practice of the department. The employee shall also be eligible for two (2)

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fifteen (15) minute breaks to be scheduled at the discretion of the department head and/or supervisor.

### 4.2:B. REDUCED HOURS

Employees who work less than six (6) hours in a workday but no less than three (3) consecutive hours shall be eligible for one fifteen (15) minute break to be scheduled at the discretion of the department head and/or supervisor.

### 4.2:C. MISSED BREAKS

A scheduled break that is not taken shall not be compensated for at a later time, unless due to an operational constraint and the department head and/or supervisor had provided prior consent. In any event, the accumulated break time shall not exceed thirty (30) minutes and shall be compensated with equal paid time off within the same pay period in which it is earned.

### 4.2:D. MISSED LUNCH

Any employee who is not permitted a full lunch period due to operational constraints shall be allowed equal time off at a time determined by the department head and/or supervisor. Such time shall be provided in the same pay period in which it is earned.

### 4.2:E. OPERATIONAL CONSTRAINT

The department head and/or supervisor shall determine an operational constraint.

## **4.3: PARKING**

### 4.3:A. WHERE TO PARK

Where possible the County provides parking for the convenience of its employees and the members of the public doing business with the County. Employees assigned to the downtown Port Huron campus may park in either the Grand River Avenue parking lot or in the Courthouse parking lot. Department heads and/or supervisors at other County locations will inform the employees at their location of the parking arrangements.

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### 4.3:B. PARKING TAGS

Where employee parking is segregated from public parking an employee will be issued a parking tag to be visually displayed on a vehicle's interior rearview mirror. Vehicles without a readily visual parking tag will be ticketed and the vehicle may be removed at the expense of the owner.

### 4.3:C. LOST, STOLEN OR DAMAGED TAGS

The first parking tag is issued by the Human Resources Department to an employee at no cost. An employee shall not be entitled to more than one parking tag at a time. Replacement of a lost or stolen parking tag may be obtained at the Human Resources Department at a five-dollar (\$5.00) replacement cost. A damaged parking tag will be replaced at no charge when the damaged tag is returned to the Human Resources Department.

## **4.4: KEYS AND SWIPE CARDS**

### 4.4:A. SWIPE CARD REPLACEMENT

Some doors at County owned buildings are secured electronically. Entry is made by use of a swipe card. Employees with a need to enter the building, office or other secured area will be issued a swipe card. It is the employee's responsibility to securely maintain the swipe card issued to them. In the event a swipe card is lost or stolen, the employee must contact the Human Resources Department to report the swipe card missing and obtain a new swipe card. There is a replacement cost of ten dollars (\$10.00). A swipe card that is damaged will be replaced at no charge when the damaged swipe card is returned to the Human Resources Department. Upon employment separation an employee must return the swipe card to his or her department head, supervisor or the Human Resources Department.

### 4.4:B. KEY REPLACEMENT

Employees may be issued keys to unlock doors, padlocks or locked files or equipment. It is

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the employee's responsibility to securely maintain the keys issued to them. In the event keys are lost or stolen, the employee must notify his or her department head and/or supervisor who shall determine the appropriate steps to take, which may include a replacement cost of up to five dollars (\$5.00) per key. A key that is damaged will be replaced at no charge when the key is returned to the Human Resources Department. Upon employment separation an employee must return to his or her department head, supervisor or the Human Resources Department all keys he or she was assigned.

### **4.5: CREDIT, DEBIT AND PROCUREMENT CARDS**

#### 4.5:A. THE CARD IS LOST OR STOLEN

It is the responsibility of the employee to immediately report a lost or stolen County issued credit card, debit card and/or procurement card to his or her department head and/or supervisor and the accounting division of the County Controllers Office. A card that the employee may suspect is misplaced must be considered lost or stolen and reported to his or her department head and/or supervisor and the accounting division of the County Controllers Office. The employee that reports his or her credit card, debit card or procurement card lost or stolen is subject to discipline up to and including employment termination only when gross negligence is proven.

#### 4.5:B. THE CARD IS WORN, DEFACED, DAMAGED OR DESTROYED

In the event the credit card, debit card or procurement card is worn, defaced, damaged or destroyed to the point it is unusable, it must be surrendered to the department head and/or supervisor. It is the responsibility of the department head and/or supervisor to take the necessary steps to see to the replacement of the card. In the event the credit card, debit card or procurement card is assigned to a department head and/or supervisor, he or she must contact the accounting division of the Controllers Office directly for replacement.

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## 4.6: JOB DESCRIPTIONS

### 4.6:A. ITS PURPOSE

A job description is the official written statement of the duties and responsibilities assigned to a specific position. It defines the degree of supervision received and exercised. A job description will also describe typical examples of work as representative of the essential core functions of the job. A job description will also list the desirable qualifications that are typical of an employee who successfully performs the essential core functions of the position. A statement of the required and preferred education and prior work experience completes the job description.

### 4.6:B. ITS CONTROL

It is the responsibility of the department head and/or supervisor to create and maintain an up-to-date job description for every classification within his or her department. The department head and/or supervisor have authority to modify the job description at any time.

### 4.6:C. WHERE THEY ARE KEPT

The department head and/or supervisor shall supply the Human Resources Department with a current approved copy of the job description. The Human Resources Department will maintain a copy of the currently approved job description as a hard copy and as a digital copy on the Human Resources Department website.

### 4.6:D. EMPLOYEE COPY

An employee who wants a copy of their current approved job description shall first ask his or her department head and/or supervisor for a copy. A copy may also be obtained from the Human Resources Department or Human Resource Department website.

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# St. Clair County Employee Handbook

## 4.7: IDENTIFICATION BADGES

### 4.7:A. ITS PURPOSE

Many, but not all, employees are issued picture identification badges that reflect their name and department. An identification badge has a two-fold purpose. It is issued for the convenience of the public and in an effort to improve building security.

### 4.7:B. WHO DECIDES

The department head and/or supervisor shall determine the need for his or her employees to possess and wear picture identification badges.

### 4.7:C. WHERE TO GET THEM

Employee identification badges are manufactured in the Human Resources Department or in some cases the employee's home department. An employee in need of an identification badge must make an appointment with the Human Resources Department.

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### 4.7:D. WHAT YOU MUST DO

Upon termination of employment, an employee must return his or her identification badge to their department head, supervisor or at the Human Resources Department.

## 4.8: EMPLOYEE PERSONNEL FILE ACCESS

### 4.8:A. FOLDERS, FILES AND RECORDS

The Human Resources Department will maintain a personnel folder on every County employee, which will include items such as, but not limited to, a record of the employee's pay changes, fringe benefit records and work history. The Human Resources Department shall also maintain workers compensation, disciplinary and grievance chain records in separate files that shall be made available to the employee upon request. The employee's department head and/or supervisor may also maintain records of a historical nature related to employment and issues affecting employment. An employee has a right to view the

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contents of all these folders, files and records up to twice a year.

### 4.8: B. EMPLOYER/EMPLOYEE RESPONSIBILITY

In order to review his or her folder, files or records an employee should contact the Human Resources Department to schedule a time. The employee should specify the nature of all folders, files and records of his or her interest. The Human Resources Department will accommodate every reasonable request no later than the next business day. It is the responsibility of the Human Resources Department to have all employee employment related folders, files and records at one location for the employee's inspection.

### 4.8: C. COPY COST

An employee is entitled to a copy of any record of the County pertaining to his or her employment with the County. The County may charge the employee for the cost of copying material at the hourly rate of the County employee making the copies based on the time taken to make the copies. Copies will be provided the employee when the employee pays for the cost of duplication.

### 4.8: D. YOU CAN OFFER CLARIFICATION, EXPLANATION OR REBUTTAL

The employee is also entitled to prepare a document to offer in explanation, clarification or rebuttal to any document contained in a folder, file or record. The County shall attach the employee's prepared explanation, clarification or rebuttal document to the document at issue.

### 4.8: E. THERE ARE RESTRICTIONS

The employee has no right to alter, deface, modify, adjust, change, substitute, amend or remove any document from his or her employee personnel folder, file or record. An employee guilty of any such behavior is subject to discipline up to and including employment termination. A Human Resources Department employee will be present when the employee reviews the content of the file.

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# St. Clair County Employee Handbook

## 4.9: DESIGNATED SMOKING AREAS

### 4.9:A. DESIGNATED AREAS

All buildings owned or operated by St. Clair County are smoke free by ordinance of the St. Clair County Board of Commissioners. Every County building location has identified an area outside the building where an employee or member of the public may smoke. If the location is not clearly marked, the department head and/or supervisor should be able to identify the location when asked.

### 4.9:B. CLEAR AIR POLICY

Smoking is prohibited within twenty-five (25) feet of any building structure including entrances, roof structures and overhangs, windows and air takes.

### 4.9:C. PLACES TO AVOID

In no case shall an employee be permitted to smoke within a County owned or leased building or County owned or leased vehicle. An employee in violation of this policy is guilty of a misdemeanor and subject to discipline up to an including employment termination.

## 4.10: EMPLOYEE RESTROOMS AND BREAK ROOMS

### 4.10:A. EMPLOYEE CONVENIENCE

The County endeavors, where possible, to provide “employee only” restrooms and employee break rooms for the comfort and convenience of employees. It is not possible to do so at all locations, especially where the County is the tenant. Employees new to employment with the County should ask their department head or supervisor where employee restrooms and break rooms are located. Employees are encouraged to maintain these shared quarters as clean as possible as a consideration to their coworkers.

### 4.10:B. POSTING NOTICES

Employees should refrain from posting notices in “employee only” restrooms, unless there is a bulletin board designated for that purpose. Many employee break rooms have bulletin

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boards or similar sites for posting notices or items of interest. Employees must comply with the posted regulations controlling bulletin board use. Where there are no posted regulations, an employee should determine from a supervisor the protocol for posting notices or items of interest.

### 4.11: OCCUPATIONAL MOBILITY & CAREER PATH

#### 4.11:A. MOBILITY DEFINED

A career path is a series of classifications closely similar in the nature of the work performed but differing in complexity, responsibility, the supervision received and exercised, authority and/or the independent judgment exercised. St. Clair County has prepared a document charting the obvious career paths available to employees in the County's employee. This document may be viewed on the St. Clair County Human Resources website.

#### 4.11:B. EMPLOYEE RESPONSIBILITY

Advancement through a career path is based on performance and appropriate academic or occupational preparation. Employees who perform well in their classifications will be given consideration for vacancies in their occupational career path provided they have also appropriately prepared themselves for the increased demands placed on higher ranking classifications. An employee prepares for opportunities in their career path by the following means.

- [i] The employee participates in the educational opportunities sponsored by the County.
- [ii] The employee has taken advantage of community based continuing education in the occupational field.
- [iii] The employee has taken advantage of degree oriented educational opportunities in the occupational field.

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# St. Clair County Employee Handbook

## 4.12: PROFESSIONAL DEVELOPMENT

### 4.12:A. EMPLOYEE RESPONSIBILITY

St. Clair County is dedicated to the training and development of its employees in the belief that it is a benefit to both the County and the employee. In order to take advantage and participation of career development, an employee must show the initiative and desire to participate in educational development by personally seeking out opportunity, responding and contributing to professional development opportunities offered by the County.

### 4.12:B. EMPLOYER RESPONSIBILITY

Department heads and/or supervisors are encouraged to grant employees opportunity to participate and contribute in employer sponsored training and development.

### 4.12:C. OPTIONS

Professional development may be accomplished in any of several methods.

- [i] Self Study – The employee participates in personal study at his or her pace through long distance learning or on-line study.
- [ii] Classroom Study – The employee participates in a structured group setting.
- [iii] In-Service Training – Employer sponsored training of a short duration on a topic related to a common activity or knowledge within a department.
- [iv] Seminar Training – Topical instruction by an expert in a field of interest to a wide variety of employers, most generally offered off site.

## 4.13: CLASSIFICATION SYSTEM

### 4.13:A. MORE THAN TITLES

A classification is the title given a position that best describes its general tasks. An attempt is made to use titles that are common among many employers for easier comparison within the workplace both inside and outside the organization. Titles are associated with job groups of similar function but which may vary in complexity and/or responsibility. Due to

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the great variety of services and functions provided by the County there are a wide range of job groups.

### 4.13:B. CAREER PATH

A classification system is the compilation of all job titles. Job titles in a job group address similar tasks and functions differing in complexity and responsibility. The structure of job titles in a job group represents a career path. Job titles in a job group typically receive a proportionate difference in base pay.

### 4.13:C. THE COUNTY'S GOAL

The classification system of the County is a best effort to;

- [i] adopt titles indicative of the work activity,
- [ii] group titles by similarity of work activity but of differing complexity and responsibility,
- [iii] reflect a career path, and
- [iv] determine compensation based on comparable worth.

### 4.13:D. MANY FACTORS

Many factors are considered when determining comparable worth, such as but not limited to the requirements of education, training, skill, experience, level of responsibility, level of complexity, initiative, supervision received and/or exercised, physical demands, working conditions and market value. Due to the number of factors involved the classification system is fluid and is always a work in progress.

### 4.13:E. ACCESSING CLASSIFICATION SYSTEMS

- [i] The classification system for non-union employees is available for inspection on the Human Resources Department website or by [clicking here](#).
- [ii] The classification system for employees who are members of bargaining units is available for inspection by referring to the union's collective bargaining agreement of

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the Human Resources Department website or by [clicking here](#).

### 4.14: UNION ORGANIZATIONS

#### 4.14:A. BARGAINING UNIT LISTING

There are twenty (20) bargaining units representing approximately ninety percent (90%) of all County and Court employees. For a listing of all bargaining units consult the Human Resources Department website or [click here](#).

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#### 4.14:B. BUSINESS AGENTS AND LOCAL UNION OFFICERS

A business agent is an employee of the labor organization representing the interests of employees to the employer. For a list of all union business agents and local union officers consult the Human Resources Department or [click here](#).

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# St. Clair County Employee Handbook

## **5.0 WORK PLACE GUIDELINES**

### **5.1: ORIENTATION/PROBATION**

#### 5.1:A. ITS PURPOSE

Orientation is a trial period, which affords an employee the opportunity to become accustomed to his or her work and to prove his or her ability on the job. It provides the department head and/or supervisor the opportunity to appraise, evaluate, and instruct the employee and to determine the employee's fitness to perform the job and to continue employment as a regular employee.

#### 5.1:B. SUPERVISORY EMPLOYEES

Supervisory personnel subject to an orientation period shall be required to satisfactorily complete six (6) months of continuous employment as orientation. During the orientation period, the employment of the supervisor may be terminated.

#### 5.1:C. NON-SUPERVISORY EMPLOYEES

Non-supervisory personnel shall be required to satisfactorily complete three (3) months of continuous employment as orientation. This period may be extended with cause for up to an additional three (3) months by the department head and/or supervisor. During orientation employment may be terminated without recourse of the grievance procedure.

### **5.2: MANAGEMENT RIGHTS AND RESPONSIBILITY**

#### 5.2:A. OPERATIONAL AUTHORITY

Michigan Law and/or County Resolution shall provide the basis for the operational authority of each County department. Failure by the County or department to exercise its authority shall not negate the authority, nor prohibit exercise of the authority at some future time.

#### 5.2:B. BOARD OF COUNTY COMMISSIONERS AUTHORITY

The St. Clair County Board of Commissioners reserves exclusively to itself the right to:

[i] Establish the overall operational policy and procedure of the County.

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- [ii] Appoint personnel to positions within its statutory purview.
- [iii] Discipline its appointees, which includes suspension without pay and employment termination.
- [iv] Terminate employment of its appointee.
- [v] Determine the methods, means and shifts and hours of the County's operation.
- [vi] Determine the number of employees by classification and by department.
- [vii] Determine employee compensation and fringe benefit.
- [viii] Determine and designate collective bargaining representatives.
- [ix] Exercise authority where not otherwise abridged by statute.

### 5.2:C. DEPARTMENT HEAD AUTHORITY

The St. Clair County Board of Commissioners delegates to its appointed department heads and/or supervisors the following authority and rights, which shall in no way conflict with the authority and rights reserved to the County Board of Commissioners. Be it also provided, elected County officials shall exercise the following rights in addition to any and all other statutory rights and privileges granted them.

- [i.1] Establish departmental operational policy and procedure consistent with the overall policy and procedure established by the Board of Commissioners or by State and Federal law and/or regulation.
- [i.2] Appoint departmental staff to positions in accordance with applicable statutes and the County Recruitment Policy established by the Board of Commissioners.
- [i.3] Apply employee discipline up to and including suspension without pay and employment termination.
- [i.4] Employment is at-will, consistent with applicable law, policy or collective bargaining agreement.
- [i.5] Determine the methods and means of conducting the daily activity of the

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department.

[i.6] Determine placement within the compensation plan approved by the Board of Commissioners.

[i.7] Determine the assignment(s) of departmental employees.

[i.8] Exercise authority where not otherwise abridged by these policies and a collective bargaining agreement.

### 5.2:D. POLICY INTERPRETATION AUTHORITY

The Human Resources Director is designated by the St. Clair County Board of Commissioners to have the exclusive authority and right to limit, modify, and interpret any employment policy or procedure which may conflict with any law, ordinance, resolution or regulation imposed upon the County, any County department, County employee or County operation, provided that any such action will be reported in writing within three (3) to the County Administrator/Controller who shall notify the Board of Commissioners. The Human Resources Director, upon the concurrence of the County Administrator/Controller, shall recommend new, revised or amended employment policy and procedure to the St. Clair County Board of Commissioners.

## **5.3: DEPARTMENT RULES AND REGULATIONS**

### 5.3:A. DEPARTMENT RIGHTS AND OBLIGATIONS

Each County department is authorized to establish its own departmental work rules and regulations. Such work rules and regulations must be written, a copy of which must be posted in a conspicuous place within the department and on file with the Human Resources Department. A copy of the department work rules and subsequent modifications must be made available to the employees of the department.

### 5.3:B. LEGAL AND CONTRACTUAL CONFLICTS

Work rules or regulations will be null and void where they conflict with statutes, the

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County's policies or formal agreements adopted by the St. Clair County Board of Commissioners such as a collective bargaining agreement.

### 5.3:C. DISCIPLINE AND GRIEVANCE

Discipline applied as a result of violations of department work rules or regulations are subject to the grievance procedure for non-union employees.

[Revisions effective 01/01/2007 - Board Approved]

### 5.3:D. SAFETY RULES

Work rules and regulations may be instituted which specifically address the safety and physical well being of employees.

### 5.3:E. POST ALL RULES

All approved written and posted work rules and regulations, including safety, are enforceable by discipline.

## **5.4: PERFORMANCE DISCIPLINE AND GRIEVANCE PROCEDURE**

### 5.4:A. UNACCEPTABLE CONDUCT

The following policy is advisory and illustrative in nature and does not constitute a real or implied employment contract. The County may terminate the employment of a non-affiliated employee at any time and for any reason or for no reason at all. Continued employment with the County is at the will of the County. In order to give non-affiliated employees guidance as to the nature of conduct that will not be tolerated or condoned by the County the following is offered by way of example and not by way of limitation. The County reserves the right to discipline or discharge a non-affiliated employee as the circumstances warrant.

- [i] Inefficiency in completing his or her assigned tasks.
- [ii] Insubordination to a supervisor.
- [iii] Dishonesty.

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- [iv] Impairment from any substance while on the job.
- [v] Gambling while on the job.
- [vi] Sabotage or willful negligence to any operation or operational element of the County.
- [vii] Abusive, immoral or threatening overtures to any other employee or person.
- [viii] Excessive tardiness or absenteeism as determined and defined by the County.
- [ix] Unauthorized use of any information or material whether confidential or otherwise.

### 5.4:B. FORMS OF DISCIPLINE

Infractions, which warrant discipline but not employment termination, may be dealt with in one of the following methods:

- [i] Verbal counseling with a written notice retained on file with a copy to the employee.
- [ii] Verbal reprimand with a written notice retained on file with a copy to the employee.
- [iii] Written discipline outlining the infraction and the discipline available to the department head and/or supervisor for further violation with a copy retained on file.
- [iv] Suspension without pay for a minimum of the remaining part of a shift to a maximum of five (5) full consecutive working days. A suspension notice must be provided to the Human Resources Director immediately, but no later than the next working day of the County. Suspensions may be progressive, but may not exceed five (5) consecutive working days at any one time.
- [v] Discipline may be initiated at any level appropriate to the severity of the misconduct.
- [vi] Discipline should be progressive but does not necessarily have to be in the order outlined but must be appropriate to the severity of the misconduct.

### 5.4:C. SINGULAR DISCIPLINE

When imposed, discipline should be administered singularly with each occurrence. An employee should not be disciplined twice for the same incident unless new and extenuating

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circumstances come to light after discipline is administered.

### 5.4:D. CONFIDENTIALITY AND PRIVACY

A department head and/or supervisor shall make every effort to discipline an employee privately and confidentially.

### 5.4:E. UNREPORTED ABSENCES

Employees absent for two (2) consecutive working days without reporting their absence are subject to discharge unless the employee proves to the satisfaction of the department head and/or supervisor that there were extenuating circumstances beyond the employee's control.

### 5.4:F. SLOW DOWNS AND STRIKES

Employees who participate in work slow downs or illegal strikes are subject to discipline up to an including employment termination.

## **5.5: NON-AFFILIATED EMPLOYEE GRIEVANCE PROCEDURE**

### 5.5:A. RIGHT TO PROTEST

An employee may utilize the grievance procedure to protest disparate treatment, a policy violation and/or discipline including employment termination.

### 5.5:B. PROPER BASIS FOR A PROTEST

A proper matter subject for the grievance procedure must be based on:

- [i] A violation of a specific County policy or procedure contained in this handbook.
- [ii] A violation or deviation from a specific written or unwritten County policy, procedure or practice.
- [iii] A failure of the County or department to comply with a specific written posted policy, procedure, method or regulation.
- [iv] An issue of fact upon which discipline is based.

### 5.5:C. STEP 1: DISCUSSION WITH THE DEPARTMENT HEAD AND/OR SUPERVISOR

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The employee shall discuss the matter of concern with his or her department head and/or supervisor within five (5) working days of occurrence or knowledge of the occurrence. If not discussed with the department head and/or supervisor within five (5) working days, the matter is not subject to review through the grievance procedure. The employee is obligated to inform the department head and/or supervisor that the meeting represents initiation of the grievance procedure. The department head and/or supervisor shall make every effort to respond to the grievance within five (5) working days.

### 5.5:D. STEP 2: WRITTEN GRIEVANCE

[i] If the matter is not resolved, the employee/grievant shall, within fifteen (15) calendar days of the date of discussion, present the department head and/or supervisor with a written grievance. The grievance shall include:

[i.1] The Grievant's name, classification and department or division.

[i.2] The date of filing the written grievance.

[i.3] A detailed summary of the issue involved.

[i.4] The remedy or relief requested by the employee/grievant.

[i.5] A complete, concise statement of the Step 1 Grievance discussion with the department head and/or supervisor.

[ii] The department head and/or supervisor shall provide a written response to the grievant within five (5) working days of the receipt of the written grievance. Failure of the department head and/or supervisor to respond will entitle the employee to advance the grievance to the next step.

### 5.5:E. STEP 3: HUMAN RESOURCES DIRECTOR

[i] If the matter is not resolved, the grievant shall, within five (5) working days of the department head and/or supervisor's written grievance response, file a copy of the

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grievance and the department head and/or supervisor's response with the Human Resources Director.

[ii] The Human Resources Director is the County's grievance hearing officer. The Human Resources Director shall, within five (5) working days of receipt of the grievance, establish a date for a meeting. The meeting shall include the Human Resources Director, empowered to hear the grievance, the employee/grievant and department head and/or supervisor and any witnesses who may be able to testify to the facts in the matter. The Human Resources Director may adjourn the meeting to call for additional witnesses, conduct a background or informational investigation or for the convenience of any of the participants.

[iii] When the facts have been determined to the satisfaction of the Human Resources Director, a written response shall be made to the employee/grievant and department head and/or supervisor within fifteen (15) calendar days of the last meeting of the parties.

### 5.5:F. DEPARTMENT HEAD OR SUPERVISOR GRIEVANCE

A department head and/or supervisor are entitled to initiate a grievance with the Human Resources Director.

### 5.5:G. GRIEVANCE DECISION APPEAL

The appeal of the Human Resources Director's decision must be initiated within two (2) calendar weeks with the County Administrator/Controller whose decision shall be final and binding.

### 5.5:H. PROPER GRIEVANCE

Failure of the employee/grievant to utilize the grievance procedure in the time limits described herein shall exclude the matter from the grievance procedure.

### 5.5:I. PROGRESSIVE STEPS

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The grievance procedure is progressive. The outlined steps must be adhered to strictly or the matter may be rejected as an improper grievance.

### 5.6: TEMPORARY EMPLOYMENT

#### 5.6:A. SHORT TERM EMPLOYMENT

Temporary employment is work activity performed by an individual employed for that specific purpose. Temporary employment is typically for a season of work or to assist in a work backlog. A season of work is not necessarily a calendar season but may be an influx of work. A temporary employee may also be employed on a temporary basis to replace a regular employee on a leave of absence. Temporary employment is typically for a predetermined period of time not to exceed one year. A person employed temporarily is not entitled to but not disqualified from continued employment upon completion of the temporary employment.

### 5.7: TEMPORARY ASSIGNMENT

#### 5.7:A. ITS DEFINITION

A temporary assignment means performing a major portion of the tasks or duties of another employee or another classification for an indefinite but limited period of time. An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant.

#### 5.7:B. HOW IT SHOULD BE AUTHORIZED

A temporary assignment should be authorized in writing by the department head and/or supervisor whenever reasonable and possible.

#### 5.7:C. COMPENSATION

A temporarily assigned employee shall be paid the rate consistent with the assigned position when performing the work for more than five (5) consecutive workdays. Upon working the sixth (6th) day, the employee shall be entitled to pay back to the first day of temporary

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assignment. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment.

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### 5.8: LAYOFF AND RECALL

#### 5.8:A. LAYOFF ORDER

When a layoff is determined to be necessary primary consideration in determining who is laid off and who remains actively employed shall be given to the following:

- [i] Better ability to perform the essential functions.
- [ii] Better qualification(s) to perform all required remaining tasks.
- [iii] Demonstrated acceptable work habits.
- [iv] Where (i), (ii), and (iii) are equal, seniority shall prevail.

#### 5.8:B. EMPLOYEES ON ORIENTATION

Temporary and newly hired employees on orientation shall be laid off first, if within the classification affected by layoff.

#### 5.8:C. RECALL ORDER

When a recall is necessary, the employee who is best qualified to perform the desired functions and tasks shall be recalled. Recall notice shall be made by written notice sent by standard mail.

#### 5.8:D. FAILURE TO REPORT

Failure to report to work on the day scheduled to return from layoff shall result in employment termination.

#### 5.8:E. REFUSAL TO REPORT

A refusal to accept a suitable offer to return to work may result in employment termination.

#### 5.8:F. ONE YEAR RECALL RIGHTS

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An employee not recalled to work within one (1) year from the date of layoff shall have no further recall rights.

### 5.8:G. RETIREMENT CREDITS

In accordance with the St. Clair County Retirement Plan, a laid off employee may elect to but is not required to withdraw all his or her retirement pension and /or retiree health care contributions upon layoff. The withdrawal of retirement contributions cancels all retirement benefit rights and privileges. Retirement contributions may be repaid to the retirement system at the employee's discretion upon recall or rehire.

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### 5.8:H. SENIORITY

Seniority shall not accrue during a period of layoff.

### 5.8:I. FRINGE BENEFITS AND COBRA

A laid off full time regular employee shall not be eligible for, nor receive, any fringe benefits except through COBRA (see 2.6:C. COBRA) at the employee's expense.

## **5.9: PERSONAL PROPERTY**

### 5.9:A. EMPLOYEE RESPONSIBILITY

Employees are advised not to maintain personal property items at their workstations. The County is not responsible for personal property items, which may become broken, damaged or stolen.

### 5.9:B. SOILED OR DAMAGED CLOTHING

The County is not responsible for clothing that becomes soiled or damaged during the course of duties.

## **5.10: WORK PLACE SAFETY**

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### 5.10: A. REPORTING REQUIREMENTS

When an employee is injured during their scheduled working hours or becomes ill as a result of his or her employment it must be reported to a department head and/or supervisor as soon as possible. The department head and/or supervisor shall immediately contact the Human Resources Department and complete an accident report on the form provided by the County.

## 5.11: WORK PLACE SECURITY

### 5.11: A. SECURITY AWARENESS

- [i] Every employee should be alert to potential dangers to themselves and others while on duty.
- [ii] Valuables, such as wallets, purses, checkbooks and cash should be kept secured and away from public view.
- [iii] A stranger in an employee restricted work area or employee rest area should be asked about his or her presence there. If the stranger's presence is discomforting or alarming or if an employee finds he or she is alone with a suspicious person they should leave the area immediately and contact someone in authority to take appropriate action. An employee should immediately report any suspicious persons or suspicious activity to someone in authority.

### 5.11: B. FIRE SAFETY

- [i] Facilities owned and operated by the County are equipped with strategically located fire alarms and fire extinguishers. As well there should be clearly marked exit routes. Employees should be aware of the locations of fire alarms, fire extinguishers and evacuation routes signage within the building in which they work. An employee assigned to a work location without these safe guards should immediately inform the Human Resources Department.

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- [ii] In the event an employee discovers a fire that appears to be manageable by the means at hand, the employee should first sound a fire alarm or call 911 and then attempt to extinguish the fire. An employee should attempt to use a fire extinguisher only when properly trained in its use. Fire extinguishers are often designated to respond to certain types of fires. The misapplication of a fire extinguisher can result in injury to the user.
- [iii] In the event an employee senses the presence of a fire, such as by seeing smoke, smelling smoke or from feeling an abnormally hot wall or door surface, a fire alarm should be activated or the employee should call 911.
- [iv] An employee should not investigate a potential fire if the investigation represents even minimal danger to the employee. Employee and public safety takes precedence over attempts by an employee to combat a fire.
- [v] Evacuation of the premises in an orderly manner should be initiated by a department head and/or supervisor without delay.

### 5.11:C. WORK PLACE VIOLENCE

- [i] The County will not tolerate incidents of workplace violence, including threats of violence by or against an employee. Threats of violence are to be reported to a department head, supervisor or administrator. Actual acts of violence are to be reported immediately to the St. Clair County Sheriff Department or another appropriate law enforcement agency.
- [ii] An employee in possession of a Personal Protection Order should notify his or her department head and/or supervisor who will take whatever appropriate action, if any, that is necessary to provide for the employee's protection. The department head and/or supervisor should maintain the confidentiality of an employee's Personal Protection Order, to whatever extent possible, to assure both the employee's privacy

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and protection.

### 5.11:D. BOMB THREATS OR SUSPICIOUS PACKAGES

- [i] In the event a bomb threat is delivered by telephone an employee should concentrate on what the caller is saying since anything and everything may be important. The employee's first responsibility is to assure the safety of employees and the public. When circumstances permit, an employee should attempt to ascertain the following.
  - [i.1] Attempt to learn as much as possible about who placed the bomb along with its location, type and quantity of explosives, its description and the detonation time and method.
  - [i.2] Be alert to background noises that may help to identify the caller's location.
  - [i.3] If the County telephone has "caller ID", note the number and time.
  - [i.4] Attempt to identify subtleties and/or nuances in the voice of the caller, such as accent, speech pattern, sex, age and race.
- [ii] The employee must notify the department head, supervisor or law enforcement agency immediately.

### 5.11:E. EMERGENCY EVACUATION

- [i] In the event of an order to evacuate a building, employees should do so in an orderly, calm and safe manner. An employee evacuating a building should delay exit only long enough to retrieve immediately necessary personal items if near at hand such as outerwear, purses, cell phones, etc. The employee should make no effort to secure records, documents, files or equipment, which may delay the employee to the point his or her safety may be in jeopardy. Lights should remain on and unlocked doors left unlocked.
- [ii] In the event of a building evacuation, employees must be aware of the presence of others, both employees and members of the public. The employee is to calmly

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indicate the need and reason to evacuate the building. The employee should take note of employees and others who either fail to or refuse to evacuate the building and report the information to the nearest department head and/or supervisor upon exiting the building.

### 5.12: MEDICAL APPOINTMENTS

#### 5.12:A. PERSONAL MEDICAL APPOINTMENTS

Full time regular employees and some part time regular employees accrue sick time. Use of sick time for personal medical appointments is an acceptable use of accrued sick time when approved by an employee's department head and/or supervisor. An employee should always endeavor to schedule personal medical appointments at times other than during his or her scheduled hours of work.

#### 5.12:B. FAMILY MEMBER MEDICAL APPOINTMENTS

Employees eligible to accrue sick time may be entitled to use sick time for medical appointments of a spouse, parent or child when approved by the department head and/or supervisor. The employee should endeavor to schedule medical appoints at times other than during his or her scheduled hours of work.

#### 5.12:C. APPROVAL PROCESS

An employee should seek department head and/or supervisor approval in advance of scheduling a medical appointment during working hours. Failure to seek approval prior to a medical appointment is sufficient reason to deny the request to use sick time.

#### 5.12:D. DISCIPLINE

An employee who fails to report to work due to a medical appointment for which he or she failed to notify the department head and/or supervisor is subject to discipline up to and including employment termination at the discretion of the department head and/or supervisor.

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## 5.13: EMPLOYMENT TESTING

### 5.13:A. WHY WE DO IT

Where possible, employment testing will be utilized as one criterion for evaluating employees for promotion or career movement within the County. Employment tests shall measure job related knowledge, measurable skills and abilities and may also measure job related physical requirements. Where employment tests are used, the same test will be used among all employees competing for a position.

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# St. Clair County Employee Handbook

## 6.0 HOW WE COMMUNICATE WITH YOU

### 6.1: E-MAIL

#### 6.1:A. ITS IMPORTANCE TO THE ORGANIZATION

E-mail is a virtually instantaneous way in which the County can communicate with the largest number of County employees. Important messages of immediate concern, such as weather conditions or recent organizational developments are frequently communicated via e-mail. Since not all employees have immediate access to e-mail, it falls to department heads, supervisors and at times co-workers to convey important messages to employees without immediate e-mail access.

#### 6.1:B. PROPER USE

County departments and County sanctioned groups and committees are encouraged to use the e-mail network to bring important information and notices to employees. It is expected that County departments and County sanctioned groups and committees will use discretion in using the e-mail network. E-mail messages that are political, inflammatory, lewd, derogatory or abusive toward persons, policies, decisions or activities must be avoided. Employees and County sanctioned groups and committees responsible for any misuse and abuse of the e-mail network are subject to discipline up to and including employment termination.

#### 6.1:C. PROHIBITED USE

Individual employees should refrain from using the e-mail network for advertising non-County related activity or interests, personal solicitation or for personal profit. An employee responsible for any misuse and abuse of the e-mail network is subject to discipline up to and including employment termination.

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## 6.2: INTERDEPARTMENTAL MAIL

### 6.2:A. COST EFFECTIVE AND FAST

The interdepartmental mail system is in place for both speed and cost effectiveness for County departments and County employees to relay important hard copy communications, notices and forms to other County departments and County employees. County departments and County employees are encouraged to use the interdepartmental mail system whenever possible to avoid the cost of postage. In most cases the interdepartmental mail is delivered on the next business day.

## 6.3: US MAIL

### 6.3:A. HOME MAILINGS

On occasion the County will mail important notices and information to an employee's home. A mass home mailing is intended to relay an important notice or information that could be of interest to an employee's family. An employee should give particular attention to materials mailed to his or her home because it is an infrequently used means to communicate with employees. If a response is required, an employee should respond promptly and in the fashion and manner indicated in the communication.

### 6.3:B. BUSINESS USE ONLY

The external mail system must only be used to conduct the County's business. Employees must not include personal mail in the external mail system even if postage is attached.

## 6.4: NEWSLETTERS

### 6.4:A. VARIOUS USES

There are several newsletters currently prepared and distributed by County administration and by County departments. These newsletters are prepared with a particular purpose and target group in mind. For example, the County Administration prepares a newsletter to inform County residents of developments in County government. The Human Resources

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Department prepares a County employee newsletter and a newsletter for retirees. Some departments also prepare newsletters for distribution to community residents and/or its departmental employees.

### 6.4:B. AVAILABLE SOURCES

Newsletters are available in hard copy and/or digital form at the discretion of the publisher. Copies of newsletters are often available on the publishing department's website. An employee without access to a PC should contact the department directly for a hard copy.

### 6.4:C. PERMISSION NEEDED

The County encourages the use of newsletter as a means to communicate valuable information about County department projects and activities. Employees are encouraged to participate in and contribute to newsletters that advance the mission of the County. Departments or employees who wish to publish and distribute a newsletter to County employees using the resources of the County must first obtain permission from the County Administrator/Controller. Failure to obtain permission could result in discipline up to and including employment termination.

## 6.5: MEETINGS

### 6.5:A. OPPORTUNITIES TO COMMUNICATE

One of the most effective ways to communicate with employees is in a meeting where questions can be asked and answers provided. There are several regular opportunities for employees to meet to get a better understanding of the progress of County projects and activities. Some meetings are open only to department heads and supervisors who are encouraged to share relevant information with the employees of their departments.

#### [i] Department Head Monthly Meetings

Department heads and supervisors meet the first Tuesday of every month in the auditorium of the County Administrative Office Building.

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### [ii] Employee Relations Monthly Meetings

The Human Resources Department provides a monthly program dealing with management and employee relations topics on the third Thursday of every month in the County Administrative Office Building Auditorium. The meeting is open only to department heads and supervisors.

### [iii] Department Staff Meetings

Departments are encouraged to conduct informational meetings with their employees on a regular basis to promote better communication and understanding within the workforce.

### [iv] Special Projects & Work Groups

Many of the initiatives and projects of the County and County departments are achieved through work groups or employee committees. From time to time employees will have the opportunity to volunteer to serve on a work group or committee. This is a genuine opportunity for employees to contribute their expertise and perspective in the delivery of public services.

### [v] County Board of Commissioners

The St. Clair County Board of Commissioners meets four times a month on the first four Wednesday evenings of the month. The meetings alternate as board meetings and as committee-of-the-whole. All meetings are public. Agendas and minutes of board and committee meetings are available on the Board of Commissioners website.

## **6.6: RECOGNITION OF EXCEPTIONAL EMPLOYEE SERVICES**

### 6.6:A. RECOGNITION OF EXCELLENCE

The County recognizes and supports an Employee Recognition Committee comprised of employees selected at large from various departments and segments of employees. It is the mission of the Employee Recognition Committee to provide an open forum for the

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nomination and selection of employees who demonstrate exceptional ability and talent in the execution of their duties.

### 6.6:B. EMPLOYEE OF THE QUARTER

The Employee Recognition Committee receives nominations quarterly for Employee Of The Quarter. The Committee will acknowledge exceptional performance by issuing an announcement to the entire organization. Recognized employees may also receive a monetary gift or some other token of appreciation.

### 6.6:C. EMPLOYEE OF THE YEAR

An Employee Of The Year shall be selected from among the Employees Of The Quarter for a calendar year. The Employee Of The Year shall be announced to the entire organization and honored at the annual Employee Recognition Event.

## **6.7: DEPARTMENTAL SURVEYS**

### 6.7:A. TELL US WHAT YOU THINK

The opinions of its employees matter to the County. In order to encourage open communication departments periodically conduct anonymous employee satisfaction surveys. The purpose of employee satisfaction surveys is to measure satisfaction and to receive input necessary for the design and implementation of improved services. Employees are encouraged to participate in surveys.

## **6.8: OPEN DOOR POLICY**

### 6.8:A. COUNTY ADMINISTRATOR/CONTROLLER

The County Administrator/Controller has always had a policy of open communication with all employees. In the event an employee exhausts all available options to satisfactorily resolve his or her concern the County Administrator/Controller's may be contacted. In view of the complexity of the County Administrator/Controller's activity and the demands upon his or her time, an employee will find it most effective to schedule a meeting in advance rather

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than appear in person without forewarning.

### 6.8: B. POWERS AND LIMITATIONS

An employee should maintain a reasonable expectation of the County Administrator/Controller's ability to provide a resolution. For example, the County Administrator/Controller is powerless to modify a negotiated contractual term, provision, policy or practice. Nor is the County Administrator/Controller empowered to reverse a decision that is the result of the grievance procedure. As well, by Michigan law, the Court and its subsidiary divisions are a separate employer from St. Clair County, which means the County Administrator/Controller may have no basis or foundation to unilaterally impose his judgment. Nevertheless, the County Administrator/Controller is willing to discuss any employee's concerns and attempt a reasonable resolution within the limits of his or her position.

### 6.8: C. HUMAN RESOURCES DEPARTMENT

The Human Resources Department has responsibility for employee payroll and fringe benefits, retirement plan administration and employee relations. Employees with a question or concern about pay, fringe benefits or employee related policy are encouraged to contact the Human Resources Department. The staff of the Human Resources Department will make every effort to answer every employee question and concern.

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# St. Clair County Employee Handbook

## 7.0 WHAT WE EXPECT OF YOU

### 7.1: HEALTH & SAFETY AWARENESS

#### 7.1:A. ACCIDENT REPORTS

- [i] Any illness or injury that occurs during an employee's working hours or is thought to be attributable to the workplace must be reported immediately to the employee's department head and/or supervisor. The department head and/or supervisor will conduct an investigation, which may or may not include assistance from the Human Resources Department.
- [ii] The department head and/or supervisor must submit an accident/incident report to the Human Resources Department that summarizes in total the result of the investigation. The department head and/or supervisor may comment on his or her opinion of the validity of the illness or injury. The department head and/or supervisor's opinion does not represent sufficient reason to refrain from submitting an accident/incident report.
- [iii] The Human Resources Department will act upon the accident report by;
  - [iii.1] Coordinating an employee's medical examination and treatment if necessary.
  - [iii.2] Providing notice and a full report to the Workers Compensation carrier of a reported workplace related illness or injury.
  - [iii.3] Maintaining a complete record of the accident/incident along with all informational materials.
- [iv] The Human Resources Department or the Workers Compensation carrier may conduct its own investigation of the illness or injury from which a determination may be made about the disposition of the claim.
- [v] It is the policy of the Human Resources Department to inform the department head and/or supervisor and the employee of all developments in the disposition of the

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claim.

[vi] An employee illness or injury may occur at times other than during traditional office hours when the Human Resources Department is open for business. In which case a department head, supervisor and employee must be aware of the following procedure.

[vi.1] The health and welfare of the ill or injured employee is the first and the most important concern. An employee with an urgent medical need should seek medical attention at the nearest available hospital emergency room or critical care unit.

[vi.2] An employee should not seek medical treatment from his or her personal physician but must seek treatment at the nearest hospital emergency room or critical care unit.

[vi.3] The employee should identify the medical condition as occupationally related to the medical care provider and not present his or her County provided health care card in the process of receiving medical treatment.

[vii] The department head and/or supervisor must complete and submit an accident report to the Human Resources Department on the next business day.

### 7.1:B. FIRE PROCEDURE

[i] Facilities owned and operated by the County are equipped with strategically located fire alarms and fire extinguishers. As well there should be clearly marked exit routes. Employees should be aware of the locations of fire alarms, fire extinguishers and evacuation routes signage within the building in which they work. An employee assigned to a work location without these safe guards should immediately inform the Human Resources Department.

[ii] In the event an employee discovers a fire that appears to be manageable by the

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means at hand, the employee should first sound a fire alarm or call 911 and then attempt to extinguish the fire. An employee should attempt to use a fire extinguisher only when properly trained in its use. Fire extinguishers are often designated to respond to certain types of fires. The misapplication of a fire extinguisher can result in injury to the user.

[iii] In the event an employee senses the presence of a fire, such as by seeing smoke, smelling smoke or from feeling an abnormally hot wall or door surface, a fire alarm should be activated or place a 911 call.

[iv] An employee should not investigate a potential fire if the investigation represents even minimal danger. Employee and public safety takes precedence to attempts by an employee to combat a fire.

[v] Evacuation of the premises in an orderly manner should be initiated without delay.

### 7.2: SECURITY AWARENESS

#### 7.2:A. EMPLOYEE AWARENESS

Since the events of September 11, 2001 public employers and employees in particular, have adopted an attitude of heightened security awareness. Even before 911 the bombing of the federal building in Tulsa, Oklahoma, demonstrated the vulnerability of public buildings, public employees and innocent bystanders to attack from terrorist, both foreign and domestic.

#### 7.2:B. WHERE TO REPORT

One lesson learned from these experiences is that security awareness is the responsibility of all people and especially public employees. Employees are urged to report any suspicious persons, vehicles, activities or objects to a department head, supervisor or law enforcement agency.

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## 7.2: C. EMPLOYEE HELD HARMLESS

An employee is not expected to take personal action to either confirm or deny the presence of a threat. No employee will be subject to discipline that acts on a reasonable suspicion.

## **7.3: PERSONAL APPEARANCE**

### 7.3: A. APPROPRIATE APPAREL

St. Clair County is in business to provide services to the taxpaying residents who fund public services. It is important that every County employee conduct themselves in the best possible manner to members of the public at all times. Each County employee is personally responsible to begin his or her workday by exhibiting good personal hygiene and wearing clean and neat clothing. An employee's choice in clothing should be appropriate for the job he or she performs.

### 7.3: B. SETTING STANDARDS

A department head and/or supervisor are entitled to set the standards for appearance in his or her department. Appearance standards established by a department head and/or supervisor should be in writing and should be consistent with the current accepted cultural standards reflected in other departments throughout the organization.

## **7.4: CONFIDENTIALITY**

### 7.4: A. EMPLOYEE RESPONSIBILITY

St. Clair County is the custodian of an extensive amount of sensitive and confidential information. It is expected that an employee will, when in possession of sensitive and confidential information, protect and respect the privileged nature of the information.

### 7.4: B. NEED TO KNOW

Sensitive and confidential information is to be conveyed to another person only when necessary to the performance of the public's business and then only to those who have a need to know.

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## 7.4:C. CONFIDENTIALITY

It shall be considered a breach of security and confidentiality whenever an employee makes available or known to persons without a need or a right to know sensitive or confidential records, reports, data or information.

## 7.4:D. DISCIPLINE

An employee guilty of a breach of confidentiality shall be subject to discipline, up to and including employment termination.

## **7.5: COURTESY AND RESPECT**

### 7.5:A. THE COUNTY'S EXPECTATION

Every County employee is expected to treat members of the public and other County employees with courtesy and respect. Courtesy and respect are expected whether contact is in person, on the telephone or through the various electronic media such as e-mail and faxed messages.

### 7.5:B. MUTUAL RESPECT

An employee is expected to be helpful to members of the public whenever and where ever assistance can be provided. This same attitude should be demonstrated toward all other County employees.

## **7.6: PERSONAL BUSINESS**

### 7.6:A. PROHIBITED ON COUNTY TIME

County employees should do as little personal business on work time as possible.

### 7.6:B. EQUIPMENT, MATERIAL OR TIME

County employees should not use equipment or materials to conduct personal business whether during regularly scheduled work hours or on personal time without approval by his or her department head and/or supervisor.

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# St. Clair County Employee Handbook

## 7.6: C. COMMON SENSE APPLICATION

County employees, including department heads and/or supervisors, should use common sense in the attempting to comply with this policy. It is the intent of this policy to guard against excesses that adversely affect employee performance and/or represent a misuse of the resources designed to further the business of the County.

## **7.7: PERSONAL PROPERTY**

### 7.7: A. AVOID BEING OFFENSIVE

Personal items at an employee's workstation can make for more pleasant surroundings and otherwise have a positive affect. However, an employee needs to use some discretion. Personal items that may be found offensive to a reasonable person are not to be present at or near an employee's workstation.

### 7.7: B. SUPERVISORY AUTHORITY

Should offensive items be found at or near an employee's workstation the department head and/or supervisor will first ask the employee to remove the items. If not removed, the department head and/or supervisor shall be free to remove and dispose of the items.

### 7.7: C. RESPONSIBILITY

The County is not responsible for personal items that are lost, damaged or stolen.

## **7.8: WORK ETHIC**

### 7.8: A. PUNCTUALITY

All employees are expected to put forth their best effort during their scheduled hours of work. Punctuality and reliable attendance are one reflection of an employee's work ethic. Employees are expected to be ready to start work at the scheduled start of their work time and to work until the end of their scheduled working hours. Lunch periods and breaks are scheduled to give an employee respite from their work. Employees are encouraged to take full advantage of their lunch periods and breaks and to be punctual in returning to their

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## St. Clair County Employee Handbook

assigned duties.

### 7.8:B. EFFECTIVE USE OF TIME

Attention to detail, efficiency and completing work in a timely manner is another indicator of a desirable work ethic. An employee who pays particular attention to minimizing the amount of time socializing and in personal activity will have a greater likelihood of meeting the expectations of his or her supervisor.

### 7.8:C. ATTITUDE

An employee's attitude is an important component of his or her work ethic. An employee with a positive attitude, who is cordial, who is respectful and helpful to others will help to engender a pleasant work environment in which employees and members of the public will respond well.

## **7.9: COMPLYING WITH WORK RULES**

### 7.9:A. SUPERVISORY AUTHORITY

Each County department head and/or supervisor is entitled to establish work rules for his or her department. Employees are expected to comply and conform to all work rules.

### 7.9:B. EVERYONE IS ACCOUNTABLE

In the event a work rule seems unreasonable, contrary to County policy or is applied sporadically, the employee has the right to grieve in accordance with 5.5: Non-Affiliated Employee Grievance Procedure.

## **7.10: DRUGS, ALCOHOL AND CONTROLLED SUBSTANCES**

### 7.10:A. ZERO TOLERANCE POLICY

In order to provide a safe, healthy and productive environment for members of the public doing business with the County and for the County's employees, the County of St. Clair insists on a work place free of drugs, alcohol and controlled substances. The County has zero tolerance of violations and will terminate the employment of any employee found in

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violation.

### 7.10: B. POSSESSION AND INFLUENCE

It is a violation of this policy for an employee to bring any illegal drugs, alcohol or a controlled substance on the County premises, whether on their person, concealed or unconcealed within their personal property such as a vehicle or purse, concealed or unconcealed in County property such as a tool box, carrying case, locker or desk drawer, or consumed and within an employee's body system regardless of the degree of being under its influence. A prescribed drug attributed to the employee's treatment for an existing medical condition is not subject to this policy, unless intentionally abused to the extent it adversely affects an employee's performance or is provided to other persons, whether or not employees of the County.

### 7.10: C. DISCIPLINE

An employee guilty of possessing, using, transporting or selling illegal drugs or a controlled substance is subject to discipline up to and including employment termination even when the occurrence is at a time other than when the employee is working or scheduled to work. Discipline, if imposed, will be consistent with the nature of the offense and the impact the occurrence has on the ability of the employee to continue to function in his or her employment role.

## **7.11: VOLUNTARY EMPLOYMENT RESIGNATION**

### 7.11: A. ADVANCE NOTICE REQUESTED

In order to maintain optimal efficiency the County requests that each employee voluntarily terminating employment provide his or her department head and/or supervisor with at least two (2) calendar weeks notice of their voluntary employment resignation. Failure to provide two (2) calendar weeks notice may result in the loss of one (1) day of retrievable sick time for each day short of two (2) calendar weeks notice.

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### 7.11:B. WRITTEN NOTICE REQUESTED

An employee's resignation should be in writing and submitted to the department head and/or supervisor. It is desirable but not required that the employee give a reason for employment termination.

### 7.11:C. RETURN COUNTY PROPERTY

On the final day of employment the employee is expected to turn in to the department head, supervisor or Human Resources Department all keys, swipe cards, Identification badges, County purchased and/or owned equipment, tools and all other items assigned the employee by the County.

### 7.11:D. EXIT INTERVIEWS

Prior to voluntary employment resignation the department head, supervisor or a designated Human Resources Department employee may request the departing employee to participate in an exit interview at which time the candid and frank observations of the employee will be appreciated.

## 7.12: EMPLOYEE INFORMATION CHANGES

### 7.12:A. IMPORTANCE OF TIMELY INFORMATION

It is vital to the administration of payroll and fringe benefits for the Human Resources Department to have the latest employee information on file. It is the employee's responsibility to register the following changes with the Human Resources Department.

- [i] Name
- [ii] Address
- [iii] Telephone Number
- [iv] Marital Status
- [v] Name and birth dates of dependents, both when acquired and disallowed.
- [vi] Beneficiary Designation
- [vii] Emergency Contact Person

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# St. Clair County Employee Handbook

## 7.13: STANDARDS OF CONDUCT

### 7.13:A. EXAMPLES OF UNACCEPTABLE CONDUCT

It is impossible for an employer to identify all the conduct that is acceptable and unacceptable in the workplace. The listing below is intended to identify the obvious conduct that will not be tolerated and will be met with as severe a form of discipline as the circumstances warrant.

- [i] Failure or refusal to carry out a department head and/or supervisor's job and workplace relevant instructions.
- [ii] Unsatisfactory work performance.
- [iii] Failure to fulfill the responsibilities of the job to an extent that it adversely affects another employee's ability to perform his or her job or to render reasonable service to the public.
- [iv] Violation of a safety, fire prevention, health or security rule, policy or practice.
- [v] Any intentionally false, fraudulent, misleading or harmful statement, action or omission involving another employee, vendor to the County or member of the public.
- [vi] Any intentional and willful false, fraudulent, misleading or harmful statement, action or omission related to an employment application or any other information provided to or requested by the County, whether verbal or written.
- [vii] Unauthorized use of, removal of, theft of or damage to equipment, resource or property of the County.
- [viii] Threatened or actual violence in the workplace or outside the workplace if proven to be an issue or situation related to the workplace.
- [ix] The use of profane or abusive language.
- [x] Carrying any weapon on County property unless occupationally required.
- [xi] Violation of any provision of 7.10: Drugs, Alcohol and Controlled Substances.

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## St. Clair County Employee Handbook

[xii] Gambling, including pools and lotteries, conducted on the County's premises or involving any of the County's resources whether time, materiel or personnel.

[xiii] Chronic, habitual or excessive lateness or absenteeism from work including discernable patterns of lateness or absenteeism.

[xiv] Harassment of another employee of a sexual nature or based on race, color, religion, creed, age, sex, national, marital status, height, weight or handicap.

### 7.14: ATTENDANCE STANDARDS

#### 7.14:A. REPORT ILLNESS TIMELY

An employee is expected to be at his or her workplace ready to begin work at the scheduled commencement of the shift. In the event of an illness, it is the employee's obligation to notify his or her department head and/or supervisor as far as possible in advance of his or her scheduled start time. In the event of an emergency or unforeseen circumstance that delays an employee from commencing work in a timely manner, the employee is expected to contact his or her department head and/or supervisor at the earliest opportunity to give an account of his or her tardiness.

#### 7.14:B. APPROVAL AUTHORITY

A call-in to report an absence or tardiness is excused only when the department head and/or supervisor provides formal approval. Formal approval shall mean written by whatever means the department head and/or supervisor uses to acknowledge and record time and attendance.

#### 7.14:C. EMPLOYEE OBLIGATION

An employee who calls in ill should provide the department head and/or supervisor with a telephone number where he or she can be reached. An ill employee should remain at home unless seeking medical treatment, which includes obtaining a prescription or over the counter drug. An employee in violation is subject to discipline up to and including

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employment termination.

### 7.14:D. HABITUAL POOR ATTENDANCE

An employee who exhibits habitual absences and/or tardiness is subject to discipline up to and including employment termination.

### 7.14:E. ABSENCE WITHOUT PROPER NOTICE

An absence from work for two (2) consecutive scheduled workdays without providing notice to his or her department head and/or supervisor shall result in the termination of the employee's employment, unless extenuating circumstances preventing notice can be proven to the satisfaction of the department head and/or supervisor.

### 7.14:F. MEDICAL STATEMENTS

An employee absent from work for two (2) or more consecutive work days may be required to provide their department head and/or supervisor with a medical statement that fully explains the nature of the employee's disability and ability to return to work.

### 7.14:G. LEAVES SUBJECT TO FMLA

An absence of three (3) or more work days, even if intermittent and not consecutive in hours and days but due to the same malady may be subject to the Family and Medical Leave Act. For further information about the Family and Medical Leave Act see 2.6:B. Family and Medical Leave Act.

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7.1:A. [iii] [vi]

Non-Traditional Working

Hours – 7.1:A. [vi]

Notification – 2.6:I.

Records – 2.6:I.

Reports – 2.6:I. 7.1:A.

Sick Time – 2.6:I. 3.5:C. [v]

Taxes – 2.6:I. [i]

### Working Hours

Attendance – 7.8:A.; 7.15:

Breaks – 7.8:A.

Compensatory Time – See

Overtime and

Compensatory Time

Fringe Benefits – 4.1:C. [ii]

Full Time – 4.1:B [i] [iv]

Lunch Periods – 7.8:A.

Office Hours – 4.1:A.

Overtime – See Overtime and

Compensatory Time

Part Time – 4.1:B. [ii] [iv];

4.1:C. [i] [ii]

Punctuality – 7.8:A.

Regular Employee – 4.1:D.

[iii]

Scheduling – 4.1:C. [iv]

Seniority – 4.1:B. [i] [ii] [iv]

[v]

Socializing – 7.8:B.

Temporary Employment –

5.6:

Temporary Assignment –

5.7:

Temporary Status – 4.1:C.

[i] [ii]

X

Y