

# HURON COUNTY EMPLOYEE HANDBOOK

Effective January 1, 2018  
Amended October 23, 2018  
Amended February 12, 2019  
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Amended September 14, 2021  
Amended December 13, 2022  
Amended January 10, 2023  
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# INTRODUCTION

## 001 INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with your employment by Huron County and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Huron County to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Unless otherwise provided by a collective bargaining agreement, your employment is at-will. This means you are free to terminate your employment, at any time, for any reason, with or without cause, and the County retains the same rights.

No employee handbook can anticipate every circumstance or question about policy. As Huron County continues to grow, the need may arise and Huron County reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. No amendment or exception to our at-will employment policy can be made at any time, for any reason, except by the County Board of Commissioners, and it must be in writing, directed to you personally, and signed by the Board Chairman and authorized by the Board of Commissioners. Amendments to any other part of this handbook obligating the County or imposing changes on the County must be in writing and issued by the Board. No other employee, representative, or agent of the County has in the past or now has the authority to amend, alter, or change the policies set forth in this handbook or to enter into any agreement concerning the terms and conditions of your employment. Written amendments will be issued directly to employees or posted on the bulletin board.

The provisions of this handbook do not establish contractual rights between the County and its employees. The County, in its discretion, reserves the right to add to, modify, amend, alter, reduce, or eliminate any and all of the benefits described in its handbook or which may otherwise be provided. This handbook is not intended to conflict or supersede any applicable Collective Bargaining Agreement (CBA).

The provisions of this handbook shall apply to all County employees, department heads, elected officials, except as specifically provided by any applicable collective bargaining agreement (CBA), under which circumstance, the applicable collective bargaining agreement shall apply.

002 EMPLOYEE ACKNOWLEDGMENT FORM

The employee handbook describes important information about my employment by Huron County, and I understand that I should consult my Department Head or the County Clerk regarding any questions not answered in the handbook. I have entered into my employment relationship with Huron County voluntarily and acknowledge that there is no specified length of employment. Accordingly, either Huron County or I can terminate the relationship at will, with or without cause, at any time.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that I am bound by the policies, terms and conditions of employment set forth in this Handbook.

I understand and agree that this handbook and the Employee Acknowledgment Form supersede and cancel any previous verbal or written policies, statements, understandings, or agreements concerning the terms and conditions of my employment with Huron County, other than is specifically set forth in a CBA.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (Typed or Printed)

\_\_\_\_\_  
Chairman, Board of Commissioners

**\* This copy to remain with booklet.**

EMPLOYEE ACKNOWLEDGMENT FORM

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (Typed or Printed)

\_\_\_\_\_  
Chairman, Board of Commissioners

**\* This copy to be returned to Board of Commissioners' Office and placed in your Personnel File.**

# EMPLOYMENT

101    EMPLOYEE RELATIONS

Huron County believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns in a professional manner directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Huron County amply demonstrates its commitment to employees by responding effectively to employee concerns.

102    EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Huron County will be based on merit, qualifications, and abilities, as determined by the County. Huron County does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, height, weight, veteran or marital status, or membership in another protected group.

In accordance with the Americans with Disabilities Act and the Persons with Disabilities Act, Huron County will make reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship. All employees requesting an accommodation must notify the County within 182 days after the date they knew or reasonably should have known that an accommodation was needed. This policy governs all employees and job applicants.

Any employees with questions or concerns about any type of discrimination in the workplace must bring these issues to the attention of the Personnel Committee or their Department Head. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

103 IMMIGRATION LAW COMPLIANCE

Huron County is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Huron County within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the County Clerk. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Employees have an obligation to conduct their duties within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Huron County wishes the County to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the County Clerk for more information or questions about conflicts of interest.

An actual or potential conflict of interest may occur when an employee or elected official is in a position to influence a decision that may result in a personal gain for themselves or for a relative as a result of Huron County's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases; it is imperative that they disclose to a County Commissioner of Huron County as soon as possible the existence of any actual or potential conflict of interest so that safeguards can protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Huron County does business; but also when an employee or relative receives any kickback, bribe, substantial gift, fee, or special consideration as a result of any transaction or business dealings involving Huron County. Any actual or apparent conflict of interest, as determined by the County, must immediately be stopped and may result in discipline, up to and including immediate discharge.

105     OUTSIDE EMPLOYMENT

While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment, conflict with, or impair your responsibilities to the County.

The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

1. Employees engaged in outside or supplemental employment shall:
  - a. Not use County facilities as a source of referral for private customers or clients.
  - b. Not be engaged in during the employee's regularly scheduled working hours.
  - c. Not use the name of the County or any County agency as a reference or credential in advertising or soliciting customers or clients.
  - d. Not use County supplies, facilities, staff, or equipment in conjunction with any outside or supplemental employment or private practice.
  - e. Maintain a clear separation of outside or supplemental employment from activities performed for the County.
  - f. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of employee's duties.
2. The County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

No employee may directly or indirectly maintain or engage in any outside business, financial, or employment activity which conflicts with the interests of the County or which interferes with his/her ability to discharge his/her County duties.

The determination if any outside or supplemental employment conflicts with this policy will be solely made by the County Board.

The protection of confidential information is vital to the interests and the success of Huron County. Such confidential information includes, but is not limited to, the following examples:

- ⇒ Pending projects and proposals
- ⇒ Proposed County land purchases or sales
- ⇒ Proposed County projects
- ⇒ Confidential Court information
- ⇒ All other confidential information as provided by law

All non-public and non-disclosable information pertaining to the operations of the County is confidential and is the sole property of Huron County. Records or information may not be released to persons not employed by the County or used in any matter not connected with Huron County's business without the express written consent of the Board of Commissioners authorizing such release, unless the release is authorized and made pursuant to the Freedom of Information Act (FOIA). All FOIA responses may only be made by the designated FOIA officer.

Employees who improperly use or disclose confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

EMPLOYMENT STATUS  
AND  
RECORDS

It is the intent of Huron County to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and Huron County. Huron County reserves the right at any time to draft job descriptions for each employment classification.

All elected officials shall have the right to appoint and to change the persons serving as Chief Deputies from among those persons working in or outside the involved Department.

Each employee is designated as either NONEXEMPT or EXEMPT from certain federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

- ⇒ REGULAR FULL-TIME employees are those who are not in a temporary or probationary status and who are regularly scheduled to work not less than 37 ½ hours per week. In addition to receiving all legally mandated benefits (such as Social Security and workers' compensation insurance), they are eligible for all of Huron County's other benefit programs. Regular full-time status is solely determined by the County.
- ⇒ REGULAR PART-TIME employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work less than 37 ½ hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of Huron County's other benefit programs, even though they may occasionally work 37 ½ hours or more in a given week.
- ⇒ PROBATIONARY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with Huron County is appropriate. Employees who satisfactorily complete the introductory period of six (6) months will be notified of their new employment classification. Successful completion of an introductory period does not affect the at will employment status in any way.
- ⇒ TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration of up to three (3) months. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change in writing. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of Huron County's other benefit programs.
- ⇒ CASUAL employees are those who work an equivalent of no more than one hundred (100) work days each calendar year. Employment beyond any initially stated period does not in any way imply a change in employment status. Casual employees retain that status unless and until notified of a change in writing. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of Huron County's other benefit programs.

### Date of Hire

The effective date on which an individual is officially hired as a regular, full-time employee of Huron County shall be designated as that individual's "Date of Hire". This date is used to determine vacation time, sick time and retirement benefits. An employee's "Date of Hire" will remain in effect throughout the employee's continuous consecutive years of employment with the County. The following shall alter an employee's "Date of Hire":

- a. If any employee is laid off or on leave from work for a continuous period, equal to their seniority or one (1) year, whichever is less. This shall change one's hire date to the date of return to employment, if applicable.
- b. Termination of employment for any reason.

### Approval Rule to Fill Vacancies

When services are to be reduced to effectuate savings, the Board will notify the department heads, in writing, that no vacancies caused by resignation, deaths, retirements, or other reasons are to be filled without prior written approval of the Board. The Board will advise the department heads when this rule will be implemented.

It will remain in effect until the Board so advises the department heads in writing of the lifting of the ban on hiring.

202    ACCESS TO PERSONNEL FILES

Huron County maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Huron County, and access to the information they contain is restricted as provided by law.

To obtain access to your personnel file, you must submit a written request to the Chairperson of the Personnel Committee of the Board of Commissioners, who will then contact the Huron County Corporation Counsel. The keys for the file containing the personnel files shall be maintained by the County's Corporation Counsel.

203 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify Huron County of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed notify the Huron County Clerk.

204 PROBATIONARY PERIOD

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Huron County uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or Huron County may end the employment relationship at will at any time during or after the introductory period without advance notice. Successful completion of the introductory period does not affect the at will employment status in any way.

All new and rehired employees work on a probationary basis for six (6) months after their date of hire. Any absence will automatically extend an introductory period by the length of the absence. If Huron County determines in its discretion that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period at the request of the Department Head and approval of the Board of Commissioners.

205    EMPLOYMENT APPLICATIONS

Huron County relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in Huron County's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

206 PERFORMANCE EVALUATION

Employees are strongly encouraged to discuss job performance and goals with their supervisors on an informal, day-to-day basis. A formal written performance evaluation may be conducted before the end of an employee's initial period of hire, known as the probationary period. Additional formal performance evaluations may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations may be scheduled approximately every 12 months, coinciding generally with the anniversary of the employee's original date of hire.

# EMPLOYEE BENEFIT PROGRAMS

## 301 EMPLOYEE BENEFITS AND INSURANCES

Eligible employees at Huron County are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- ⇒ Vacation Benefits (See Section 303)
- ⇒ Holidays (See Section 304)
- ⇒ Sick Leave Benefits (See Section 306)
- ⇒ Personal Days (See Section 307)
- ⇒ Jury Duty (See Section 308)
- ⇒ Witness Duty (See Section 309)
- ⇒ Life Insurance (See Section 313)
- ⇒ Compensatory Time (See Section 402)
- ⇒ Family and Medical Leave (See Section 601)
- ⇒ Personal Leave (See Section 602)
- ⇒ Health Insurance (See Appendix C)
- ⇒ Vision Care Expense Benefits (See Appendix C)
- ⇒ Dental Care Expense Benefits (See Appendix C)
- ⇒ Pension Plan (See Appendix D)

## 302 BENEFITS UPON RETIREMENT

The County will pay the premium for the County health care benefit plan, as it may be constituted from time to time, for current County employees, if an election is made by them to remain under such plan at the time of retirement. The payment will be made for the current eligible employee and his/her spouse. Spouse is defined as that person, if any, who is lawfully married to the employee on the date the employee retires from employment with the County. The payment will be made on the following basis:

1. For employees hired prior to January 1, 1997, the County shall pay 50% of such premium for such retired employee having at least 10 years of continuous full time service with the County and being of the age of 55 or older at the time of retirement.
2. For employees hired prior to January 1, 1997, the County shall pay 75% of such premium for such retired employee having at least 15 years of continuous full time service with the County and being of the age of 55 or older at the time of retirement.
3. For employees hired prior to January 1, 1997, the County shall pay 100% of such premium for such retired employee having at least 20 years of continuous full time service with the County and being of the age of 55 or older at the time of retirement or for such employee having at least 10 years of continuous full time service with the County and being of the age of 60 or older at the time of retirement.
4. For employees hired on or after January 1, 1997, the County shall pay 100% of the premiums for the County health care benefit plans for employees having at least 25 years of continuous full time service and being of the age of 60 or older at the time of retirement.
5. The obligation of the Employer to pay for health insurance for the retiree and spouse shall cease in the event that comparable health insurance is available for the retiree through another Employer or other source. For example, if the retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. A retiree may return to the County's insurance coverage in the event he or she loses coverage from another source.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee. The retiree receiving health benefits under this contract shall be required to apply for Medicaid, Medicare, or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages or benefits referred to are changed, the replacement programs shall apply to the above requirements. In the event of the death of any employee, the employee's spouse can elect to continue insurance coverage by reimbursing the County for the cost of such insurance.

Level of Health Care Benefit and Changes in Health Care Benefit Plan. The level of health benefit coverage provided to retirees shall not be better than health benefit coverage provided to current employees of the County. As County co-pays, deductibles, etc. are modified, such

modification shall be applied to retiree health benefits. For example, if prescription co-pay changes from \$5 generic and \$10 brand name to \$10 generic and \$20 brand name, such changes will immediately apply to retirees. The County reserves the unilateral right to change or modify the health insurance plan such as but not limited to the following: change insurance providers, carriers, or administrators; change or modify levels of insurance coverage participant deductibles or prescription co-pays; or in any manner amend the Health Care Plan as the County Board of Commissioners may determine from time to time.

6. For employees hired on or after January 5, 1999, the County shall pay:
  - a. 100% of the premium for Option D – Community Blue 4 for employees having at least 20 years of continuous full time service and being of age 60 at the time of retirement until they are Medicare eligible. Coverage is for employee and spouse.
  - b. 100% of the premium for Option D – Community Blue 4 for employees having at least 20 years of continuous full time service and being of age 55 at the time of retirement until they are Medicare eligible. Coverage is for employee only.
  - c. 75% of the premium for Option D – Community Blue 4 for employees having at least 15 years of continuous full time service and being of age 55 until they are Medicare eligible. Coverage is for employee only.

Employees who are retired on or before December 31, 2012 will continue to have the same health benefit coverage plan they have in effect on December 31, 2012 if they are otherwise qualified to receive such a benefit. The provisions 1, 2, 3, 4, and 5 above will apply only to the plan in effect on December 31, 2012. If a retiree wishes to change their coverage on or after January 1, 2013, that retiree will have the same option as the active employees to elect one of the health benefit coverage plans in effect at the time of election. The provisions 1, 2, 3, 4, and 5 above will only apply to the base health benefits coverage plan if such an election is made. All other plans will have a monthly buy-up cost to the retiree.

Employees who retire on or after January 1, 2013 will have the same level of health benefit coverage provided to current employees of the County. The provisions 1, 2, 3, 4, and 5 above will apply to the base plan only. Such retirees will have the same option as the active employees to elect one of the other health benefit coverage plans in effect at the time of election. The other health benefit plans will have a monthly buy-up cost to the retiree.

The County offers other voluntary employee-paid benefit programs to its employees through payroll deductions. See the County Clerk's office for details.

Unemployment compensation contributions are paid by the County to eligible individuals according to state requirements. Further information may be obtained from your nearest office of the Michigan Employment Security Commission.

303 VACATION BENEFITS

Each regular, full-time employee will become eligible for vacation leave with pay in accordance with the following provisions. Vacation leave may not be taken in advance of being credited.

An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule:

1. On the first annual anniversary date of hire, an employee shall be entitled to five (5) working days vacation which must be used prior to the second annual anniversary date of hire.
2. On the second annual anniversary date of hire, an employee shall be entitled to ten (10) working days vacation which must be used prior to the end of the immediately following calendar year.
3. So as to convert each employee's vacation leave credits and use to a calendar year basis, on January 1<sup>st</sup> immediately following an employee's second annual anniversary date of hire, he/she shall receive additional vacation leave credit on a pro rata basis for his/her second annual anniversary date of hire to the end of that calendar year at the rate of .385 vacation days per pay period commencing with the pay period immediately following the employee's second annual anniversary date of hire. Thereafter the employee's vacation leave credits and use shall be on a calendar-year basis.
4. Each employee shall be entitled to vacation leave credit according to the following schedule:
  - a. 3<sup>rd</sup> through 5<sup>th</sup> calendar year of employment – 15 working days.
  - b. 6<sup>th</sup> through 9<sup>th</sup> full calendar year of employment – 20 working days.
  - c. 10<sup>th</sup> and each full calendar year of employment thereafter – 25 working days.

An employee with ten (10) or more years of service may elect, upon prior approval of the Board of Commissioners, to take twenty (20) days paid vacation and receive a cash payment (at the end of the calendar year) for the remaining five (5) days. In the event that an employee has not been able to use all of his/her vacation leave days prior to the end of the calendar year, a maximum of three (3) of these unused vacation leave days may be credited for use during the following calendar year. Any remaining unused and/or excess vacation leave days shall be forfeited, unless the employee is eligible for the cash payment referenced herein.

On January 1<sup>st</sup> of each year, each employee shall receive vacation leave credit for the prior calendar year to the end of that calendar year.

Vacation leave is credited only on an annual basis except for the purposes of converting an employee to a calendar year, and of paying for unused vacation leave when employment ceases, in which cases, vacation leave is credited on a pro rata pay period basis.

Vacation requests will be scheduled by the Department Head whose approval must be obtained prior to using vacation leave days. The Department Head must approve/disapprove the request within two (2) working days after the request has been made. The Employee must prepare and submit a vacation request form, available from the County Clerk.

Vacation leave with pay will be paid at the employee's regular base straight-time pay.

Each employee's vacation leave record shall be maintained in the County Clerk's office.

Unless forfeited, an employee or his/her previously named beneficiary shall be paid for each unused vacation leave day when his/her employment ceases. Payment shall be made at the employee's current rate of pay for each unused vacation leave day which has been credited from the prior calendar year and in addition which has accrued during the current calendar year according to the following schedule:

1. 1<sup>st</sup> year of employment -- .192 days per pay period
2. 2<sup>nd</sup> year of employment -- .385 days per pay period
3. 3<sup>rd</sup> through the 5<sup>th</sup> year of employment -- .577 days per pay period
4. 6<sup>th</sup> through the 9<sup>th</sup> calendar year of employment -- .769 days per pay period
5. 10<sup>th</sup> and each calendar year of employment thereafter -- .962 days per pay period

## 304 HOLIDAYS

Huron County will grant holiday time off to all employees on the holidays listed below.

- ⇒ New Year's Day (January 1)
- ⇒ Martin Luther King Day (third Monday in January)
- ⇒ President's Day (third Monday in February)
- ⇒ Good Friday (Friday before Easter)
- ⇒ Memorial Day (last Monday in May)
- ⇒ Juneteenth (June 19) – **COURT Employees only**, pursuant to order of MI Supreme Court
- ⇒ Independence Day (July 4)
- ⇒ Labor Day (first Monday in September)
- ⇒ Columbus Day (second Monday in October)
- ⇒ Veterans' Day (November 11)
- ⇒ Thanksgiving Day (fourth Thursday in November)
- ⇒ Friday after Thanksgiving Day
- ⇒ Christmas Eve Day (December 24)
- ⇒ Christmas Day (December 25)

Huron County will grant paid holiday time off to all regular, full-time employees. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have been scheduled to work on that day, not to exceed eight (8) hours. Eligible employee classification(s):

- ⇒ Regular full-time employees
- ⇒ Part-time employees will receive holiday pay for those days they would have been scheduled to work.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Holidays, as set forth above, shall not be charged against vacation leaves.

Employees must work their regular full scheduled work day immediately prior to and their full scheduled work day immediately following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is approved in advance by the County.

Amended per Resolution No. 23-5C, effective January 11, 2023.

305 WORKERS' COMPENSATION INSURANCE

Huron County provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Huron County nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity sponsored by Huron County.

## 306 SICK LEAVE BENEFITS

As this Handbook covers both 7.5 hour per day employees and 8 hour per day employees, the County Clerk's office shall track sick leave based on hours, not days.

Full-time employees will be credited with 2 days of sick leave and earn one-half (1/2) work day of sick leave credit for each complete two (2) week pay period of service, for a maximum total of fifteen (15) work days of sick leave credit each year.

In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

Paid sick leave shall be granted in conjunction with the FMLA policy or when an employee is unable to perform job duties due to medical reasons, as determined by the employer.

For purposes of computing sick leave pay, a work day shall be considered to be the employee's normal daily scheduled hours not to exceed their regularly scheduled work day paid at the employee's straight-time rate.

In order to receive compensation while absent on sick leave, the employee must notify his Department Head within one-half (1/2) hour after the time set for beginning his daily duties, present a request for use of sick leave and the estimated duration of the leave. Misuse of sick time shall result in disciplinary action as determined by the Department Head.

The County may require that employees provide specific and detailed medical data from the employee's doctor, as required in the U.S. Department of Labor's Form WH-380, and/or a personal affidavit stating the cause of the absence whenever sick leave exceeding three (3) consecutive work days is taken pursuant to this Article if abuse is suspected. Falsification of such evidence will be cause for disciplinary action up to and including discharge.

The County may, under the appropriate circumstances, require that employees submit to physical and mental tests and examinations by a County-appointed doctor, provided, however that the County will pay the cost of such tests and examinations.

Unless otherwise governed by the FMLA or ADA, employees who have exhausted their sick leave credit and are still unable to return to work shall utilize any unused vacation credits upon written notification to the Board of Commissioners. Employees who have exhausted both their sick leave credits and vacation credits and are still unable to return to work, shall take an unpaid leave of absence as set forth in Section 602 – Personal Leave. Employees who are laid-off shall have available any unused sick leave previously earned and not forfeited, effective at the time they are recalled.

Unused sick leave shall accrue and may be accumulated up to a maximum of one hundred (100) days. On December 31<sup>st</sup> of each year, eligible employees will be paid, at his/her present rate of pay, for one-half (1/2) of accumulated unused sick leave in excess of one hundred (100) days.

An eligible employee will also be paid, at his/her current rate of pay, for all accumulated unused sick leave, if employment is terminated by:

1. Retirement under the provisions of the Huron County Retirement Program.

2. Voluntary resignation if the employee provides the County with at least two (2) weeks advance written notice of the resignation.
3. In the event of an employee's death, payment will be made to the employee's designated beneficiary of one hundred (100%) percent of the employee's accumulated sick leave.

The County reserves the right to require an employee to take an involuntary sick or health leave of absence, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties with a reasonable accommodation in the opinion of the County. Such disability shall be deemed just cause for the purpose of this Handbook.

Unless otherwise directed by the County, sick leave must be taken in increments of at least one-half (1/2) hour.

If a period of illness lasting more than one day occurs during vacation leave and it is reported immediately to the employee's department head, a revised request for leave form may be submitted. The period of time of such illness will be recorded as sick leave rather than vacation leave.

Amended per Resolution No. 23-5C, effective January 11, 2023.

307 PERSONAL DAYS

Full time employees will be given five (5) personal business days per year without loss of pay, to be deducted off of sick leave balance. Personal business days shall be used the same as a sick day. (In order to receive compensation while absent on sick leave, the employee must notify his Department Head within one-half (1/2) hour after the time set for beginning his daily duties, present a request for use of sick leave and the estimated duration of the leave.) The five (5) personal business days shall only be used for the purpose of conducting personal business.

308 JURY DUTY

Huron County encourages employees to fulfill their civic responsibilities by serving jury duty when required.

A full-time employee who is summoned and reports for jury duty will be paid his/her regular, straight-time wage for each hour during which he/she performs jury duty and on which he/she otherwise would have been scheduled to work, not to exceed a regularly scheduled work day, up to a maximum of (ten) 10 days in any one calendar year. An employee shall return to regularly scheduled employment with the County when temporarily excused from attendance at court, provided that there is at least one (1) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

In order to receive payment under this Article, the employee must pay over to the County all fees paid by the Court, except the mileage fee, and the employee must give the County prior notice that he/she has been summoned for jury duty.

Employees must notify their supervisor as soon as possible so that the supervisor may make arrangements for their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Huron County will continue to provide health insurance benefits for the full term of the jury duty absence.

309 WITNESS DUTY

Huron County encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by Huron County, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court if subpoenaed as a witness when requested by a party other than Huron County. Employees are free to use any available paid leave benefit (such as vacation leave) to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

**CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)**

**\*VERY IMPORTANT NOTICE\***

A federal law requires that most employers sponsoring health plans offer employees and their families the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you of your rights and obligations under the continuation coverage provision of the law. Both you and your spouse, if applicable, should take time to read this notice carefully.

If you are an employee of the County and covered by the plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part). If you choose to continue coverage, you will be required to pay a monthly premium, which will be indicated to you, before you make your decision.

If you are the spouse of an employee covered by the plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the plan for any of the following four (4) reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes eligible for Medicare.

In the case of a dependent child of an employee covered by the plan, he or she has the right to continue coverage if group health coverage under the plan is lost for any of the following five (5) reasons:

1. The death of a parent;
2. The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with the County;
3. Parent's divorce or legal separation;
4. A parent becomes eligible for Medicare; or
5. The dependent ceases to be a "dependent child" under the plan.

Each employee or family member has the responsibility to inform the County of a divorce, legal separation, or a child losing dependent status under the plan. When we are notified that one of these events has happened, we will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the date you would lose coverage because of one of the events described above to inform the County that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the County is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for three (3) years unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. If you are disabled as defined by the Social Security Act at the time of the termination or reduction in hours, the continuation coverage period is 29 months. However, the law also provides that your continuation coverage may be cut short for any of the following reasons:

1. If the County no longer provides group health coverage to any of its employees;
2. If the premium for your continuation coverage is not paid;
3. If you become an employee covered under another group health plan which covers your pre-existing conditions;
4. If you become eligible for Medicare;
5. If you were divorced from a covered employee and subsequently remarry and are covered under your new spouse's group health plan.

This notice is provided as a matter of information only. It does not, and is not intended to, create any contractual, legal or other rights. Rather, your rights are only as expressly set forth in the plan and in federal and state law. The County reserves the right to amend and/or change the plan as permitted by the terms of the plan.

In addition, a subsequent qualifying event and an initial qualifying event can extend the period of coverage for qualified beneficiaries.

For further information about this law, contact your supervisor.

## 311 EXPENSE REIMBURSEMENT

An employee who uses his/her personal motor vehicle in the course of County business must maintain automobile liability insurance on such vehicles (according to state statute). Proof of same (i.e. a copy of the employee's proof of insurance) must be provided to the Board of Commissioners office and must be current. Insurance limits of at least \$100,000 per person, \$300,000 per occurrence for bodily injury and \$100,000 for property damage are highly encouraged. \$300,000 comprehensive single limits are also acceptable.

An employee shall be reimbursed for motor vehicle mileage incurred in the course of County business at the rate per mile determined by the members of the Board of Commissioners.

An employee shall be reimbursed for professional conference and workshop expenses and meals and lodging, which have been approved by the Department Head, according to the following:

- A Travel Questionnaire along with the agenda for multiple-day conferences, workshops, and/or all other trips must be filed with the Board of Commissioners office no less than two (2) weeks before departure for the review and approval by the Board of Commissioners Chairman or his/her designee. A fully completed travel questionnaire form **must** accompany the agenda. The questionnaire will be provided by the Board of Commissioners' Office.
- Meals and/or lodging will be reimbursed only if not provided by the conference or workshop.
- The daily maximum rate of reimbursement for meals shall be as follows:
  - \$15.00 for breakfast
  - \$20.00 for lunch
  - \$30.00 for dinner
- The maximum rate of reimbursement for lodging shall be \$120.00 per night (excluding taxes) for employee-paid lodging. This limit does not apply to lodging pre-paid by the County and located at the venue of the conference or workshop.

Employee expenses shall be reimbursed based upon vouchers, which must be submitted to the County Clerk by the close of the business day the Wednesday prior to the second and fourth Tuesday of each month. Mileage vouchers must include the date, mileage, point of origin and destination, and purpose of the trip. Other vouchers must include itemized statements, receipts, and a copy of the conference agenda showing activities, including meals provided as part of the conference.

Amended per Resolution No. 22-143C, effective January 1, 2023.

312 LONGEVITY

Definition of Longevity. Longevity is defined as the length of an employee's continuous full-time employment with the County since the employee's last date of hire. "Continuous service" means an employee's full-time service from his/her last date of hire.

In calculating an employee's length of service, the probationary service shall be included after he/she successfully completes the same.

Longevity Plan. The Employer provides a Longevity Plan for full-time employees and non-elected department heads, as provided hereunder:

⇒ 5 Years of Longevity	\$300.00
⇒ 10 Years of Longevity	\$450.00
⇒ 15 Years of Longevity	\$600.00
⇒ 20 Years of Longevity	\$750.00

The longevity payments are made within twenty (20) days of eligibility as noted above.

313 LIFE INSURANCE

The County currently pays the premiums to furnish Life Insurance for eligible employees, subject to enrollment qualifications; a \$10,000 Life Insurance Policy, \$20,000 double indemnity is provided for each regular, full-time employee and elected official.

TIMEKEEPING  
AND  
PAYROLL

## 401 TIMEKEEPING

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Huron County to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Both exempt and nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Nonexempt employees should report to work no more than 15 minutes prior to their scheduled starting time nor stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

It is the employees' responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

## 402 HOURS OF WORK AND OVERTIME

The County reserves the right to schedule the work hours of employees according to the needs of the operation. For those employees working thirty-seven and one-half (37 ½) hours per week, the normal workday consists of seven and one-half (7 ½) hours. For those employees working forty (40) hours per week, the normal work day consists of 8 hours. This Section shall in no way be construed as a guarantee by the County of any amount of work in any period of time or as a limitation of the County's right to schedule work in excess of the normal work day or the normal work week. The County reserves the right to determine and modify work schedules.

Unless otherwise scheduled by the County, the regular workday for those employees working 7 ½ hours per day shall commence at 8:30 a.m. and end at 4:30 p.m. daily with a lunch period of one-half (1/2) hour. Unless otherwise scheduled by the County, the regular workday for those employees working 8 hours per day shall commence at 8:00 a.m. and end at 4:30 p.m. daily with a lunch period of one-half (1/2) hour. Unless otherwise scheduled by the County, the regular workday for the Maintenance Engineer shall commence at 6:00 a.m. and end at 3:00 p.m. daily with a lunch period of one (1) hour. The County reserves the right to determine the starting and quitting times and the number of hours to be worked. It is understood that the County may schedule part time employees as it deems necessary. Lunch periods will be scheduled by the County to assure that County offices with two (2) or more employees will be open to the public at all times from 8:30 a.m. to 4:30 p.m.

Non-exempt employees shall be paid time and one-half (1 ½) their regular straight-time rate for all time actually worked in excess of forty (40) hours in any one work week. Those employees normally scheduled to work thirty-seven and one-half (37 ½) hours in a work week will be paid their regular straight-time rate for all approved time worked in excess of thirty-seven and one-half (37 ½) hours but less than forty (40) hours in any work week.

The County reserves the right to require employees to work overtime.

Overtime will be permitted only when authorized by a supervisor.

Overtime shall not be pyramided.

All regular full time employees shall be allowed two (2) paid breaks during their regular workday. The breaks shall be of fifteen (15) minutes duration and shall be taken at a time designated by the County. For employees who take their breaks in the County Building, breaks shall be taken in the employee break room or in a non-public area of their department as permitted by the Department Head. Part time employees who work at least four (4) hours will be entitled to one (1) fifteen (15) minute break. Breaks not taken shall not accumulate and may not be combined.

Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his workday, after his break period, and after his lunch period.

Subject to the conditions set forth below, it is understood that, in lieu of overtime payments, the employee, upon prior approval of the Department Head, may elect to receive an equivalent amount of compensatory time off instead of receiving the overtime payment if the employee has worked less than 40 hours that week. Such election must be declared at the time the overtime hours are worked. A Department Head may, in their discretion, give compensatory time off to any such employee equal to one and one-half (1 ½) times the number of overtime hours worked in excess of 40 hours in any work week. Such time may be taken off at a later time with prior approval of the employee's Department Head. An employee's total compensatory time bank shall not exceed 60 hours. Exempt

employees, including but not limited to elected officials and department heads, are not entitled to compensatory time.

Amended per Resolution No. 23-5C, effective January 11, 2023.

403     PAYDAYS

All employees are paid bi-weekly with 26 pay periods per calendar year. Each paycheck will include earnings for all work performed through the end of the previous payroll period. The first pay period for the year shall commence on a Saturday during the first fourteen (14) days of January, as determined by the last day of the final pay period for the previous year, and shall continue every other Saturday thereafter throughout the year. The normal County work week is five (5) days of work in a seven (7)-day period.

In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

Salaried employees shall receive  $\frac{2}{52}$ nds of the employees' annual salary per pay period.

404    PAY DEDUCTIONS

The law requires that Huron County make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Huron County also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base". Huron County matches the amount of Social Security taxes paid by each employee.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Huron County Clerk can assist in having your questions answered.

WORK CONDITIONS  
AND  
HOURS

## 501 USE OF PHONE, COMPUTER, AND MAIL SYSTEMS

Personal use of telephones for outgoing calls, including local calls, is not permitted. Employees may be required to reimburse Huron County for any charges resulting from their personal use of the telephone.

The use of Huron County-paid postage or letterhead for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

### **HURON COUNTY COMPUTER INFORMATION SYSTEMS POLICY:**

**PURPOSE:** Computer access has been provided to County employees for the benefit of the County and its constituents. It allows employees to connect to information resources around the world. Every employee has a responsibility to maintain and enhance the County's public image, and to use their computer equipment in a productive manner. To ensure that all employees are responsible, productive users and are protecting the County's public image, the following guidelines have been established. Inappropriate use of these resources may result in disciplinary action, including the possibility of termination, and/or referral to legal authorities. Huron County may limit, suspend, or revoke access for any reason.

**DATA AND FILES:** Huron County owns the rights to all data and files in any computer, network, or other information system used in Huron County and to all data and files sent or received using any Huron County system or using the County's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. Huron County also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use by employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using Huron County equipment or Huron County-provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by county officials at all times. Huron County has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with Huron County policies and state and federal laws.

Huron County computer users are strongly advised to store their documents and files on the provided n: network drive, as those files will be backed up every night.

**PASSWORDS:** Huron County Users are required to use a password to access their computer. These passwords must be unique and meet the eligibility requirements set forth by the CIS Department. These passwords must be changed every 90 days.

No employee may access another employee's computer, computer files, passwords, or electronic mail messages without prior authorization from either the employee or an appropriate County official. Huron County Department Heads will have direct access to their employee's files and network drives upon a formal request to the CIS Department and Personnel Committee. Department Heads should contact the CIS Director and the Personnel Committee when handling accessibility issues.

**ACCEPTABLE USES:** Employees using Huron County computer equipment are representing the County. All communications will be for professional reasons. Employees are responsible for seeing

that they are using their resources in an effective, ethical, and lawful manner. Internet Chat channels may be used only to conduct official County business or to gain technical or analytical advice.

**UNACCEPTABLE USES:** Huron County computer resources (including the PC and internet) should not be used for personal gain or advancement of individual views. Solicitation of non - County business, or any use of the County Computer resources for personal gain, is strictly prohibited. Use of the Internet must not disrupt the operation of the County's network or the networks of other users. It must not interfere with your productivity. Use or access to the intentional display or distribution of files containing the following: obscenity, profanity, pornography; expressions of animosity or bias against individuals, groups or organizations, material in violation of regulations prohibiting sexual harassment or other non-business like activities are prohibited.

**COMMUNICATIONS:** Each employee is responsible for the content of all text, audio, images, and files placed on county equipment or sent over the Internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated on the Internet shall have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others.

**SOFTWARE:** To prevent computer viruses from being transmitted through the system there will be no unauthorized downloading of any software. Downloading and/or installing any type of software, county approved or unapproved, on county computers are forbidden. All types of software must be approved and installed by the Computer Information Services department. Any media containing files or programs must be virus scanned before loading. Downloading files and information for personal use are prohibited.

Huron County has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including dismissal.

**COPYRIGHT ISSUES:** Copyrighted materials belonging to entities other than this County may not be transmitted by employees on the Internet. One copy of copyrighted material may be downloaded for your own personal use in research. Users are not permitted to copy, transfer, rename, add, or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the County or legal action by the copyright owner.

**SECURITY:** All messages created, sent, or retrieved over the Internet are the property of the County and should be considered public information. The County reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Huron County uses software in its electronic information systems that allows monitoring by authorized personnel and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. There is no expectation of privacy in any information or activity conducted, sent, performed, or viewed on or with Huron County equipment or Internet access. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on Huron County electronic information systems is electronically stored and subject to inspection, monitoring, evaluation, and Huron County use at any time.

**HARASSMENT:** Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual or group's race, religion, national origin, physical attributes, or sexual preference will be transmitted. No abusive, profane, or offensive language is transmitted through the system. Employees who wish to express personal opinions on the Internet are encouraged to obtain their own usernames on other Internet Systems.

**ACQUISITION OF COMPUTER EQUIPMENT:** The CIS Department must be consulted when purchasing computer equipment or software. The CIS Department, along with Department Heads, will set the standards for computer hardware acquisitions. This is to insure that the long range strategies are considered when purchases are made. These cover the lease, purchase, or rental of computer equipment.

**ACQUISITION OF SOFTWARE:** The CIS Department controls site-licensed software whose charges are based on quantity, if the cost of software is paid by the county. Departments may purchase their own software as long as it is coordinated with the CIS Department. All licenses and CD ROMS are to be kept in the CIS Department.

**PERSONAL HARDWARE AND SOFTWARE:** No personal hardware or software is allowed. All hardware and software of any kind, including in-house developed programs, are the sole property of the county. This policy is enforced to reduce problems with equipment, software failure, damage to files, and the introduction of viruses. To restrict access to the County's data and/or programs and prevent virus transmission, disks, CD Roms, and license information belonging to the County are not to be used in personal home computers, except in the case to perform County business.

**COMPUTER MANAGEMENT:** The CIS Department is expected to be involved in strategic planning for the computer needs of the county which include hardware, software, maintenance, and support and training for users of this technology. The degree of involvement will vary, dependent on the operation requirements of department.

**MEDIA HANDLING AND SECURITY:** The CIS Department must be notified if an employee takes work from the county building to work at an outside location. The files must be encrypted to protect the information in case they are lost, stolen, or misplaced.

Computer media and the data they contain must be protected from damage, theft and inappropriate access. Removable computer media, such as tapes, disks, cassettes and printed reports are to be properly managed and accounted for. Computer media must be secured against unauthorized access while in transit. Computer media is vulnerable to unauthorized access, misuse or corruption during transportation in any format. The following controls will be applied to safeguard computer media being transported between sites:

- STRICTLY CONFIDENTIAL data should always be encrypted.
- Reliable transport or couriers will be used. Only authorized couriers should be used and they must be positively identified before allowed to receive media.
- Packaging must protect the contents from physical damage likely to arise during transit.
- Measures to protect sensitive information (e.g. STRICTLY CONFIDENTIAL) from unauthorized disclosure or modification include: locked containers; delivery by hand; tamper-proof packaging (which reveals any attempt to gain access)

**FLASH DRIVES:** If you use flash drives, you must scan the device for viruses every time you plug it into your computer. Please contact the CIS Department if you need help scanning the device. Also, remember not to leave any disks with confidential information in a place where it can be stolen.

**DISPOSAL OF MEDIA:** Computer media will be disposed of securely and safely when no longer required. Sensitive information may be accessed by outside persons through careless disposal of computer media. Media containing sensitive information must be disposed of securely and safely, e.g. by shredding or emptied of data before use by another application within the organization.

Any removable media containing sensitive information that is going to be thrown out must be properly disposed of. Please bring your floppy disks, CDs, Flash Drives, etc. to the CIS Department so we can take the proper steps of completely removing the data.

**VIOLATIONS:** Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary, the County will advise appropriate legal officials of any illegal violations.

**RIGHT TO MONITOR:** Employees should not assume that any communication, whether business related or personal, is strictly confidential. Although you will be given a username and password, your electronic communications may still be monitored and/or disclosed consistent with the terms of this Policy. Department Heads will have direct access to local computers by making a formal request to the CIS Department and the Personnel Committee.

### **HURON COUNTY POLICY ON ENHANCED ACCESS TO PUBLIC RECORDS:**

**PURPOSE:** This policy is adopted pursuant to the authority of Section 3(5) of the “Enhanced Access to Public Records Act,” Act 462 of the Public Acts of 1996, MCLA 15.441 et seq., as amended. The purpose of the Policy is: 1) to establish the definitions and operational provisions for a policy on enhanced access to public records, 2) to authorize the establishment of a fee schedule and to establish conditions for its waiver, and 3) to set forth a disclaimer as to all express and implied warranties regarding the access to or the use of public records for which enhanced access is provided.

#### **DEFINITIONS:**

- a. “Enhanced access” means a public record’s immediate availability for public inspection, purchase, or copying by digital means. Enhanced access does not include the transfer of ownership of a public record.
- b. “Geographical Information System” means an informational unit or network capable of producing customized maps based upon a digital representation of geographical data.
- c. “Operating expenses” include, but are not limited to, the direct cost of purchasing, creating, compiling, storing, maintaining, processing, upgrading, or enhancing information or data in a form available for enhanced access, including the cost of computer hardware and software, systems development, employee time, and the actual cost of supplying the information or record in the form requested by the purchaser.
- d. “Person” means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCLA 15.231 et seq., as amended.
- e. “Public Body” means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCLA 15.231 et seq., as amended.
- f. “Public Record” means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCLA 15.231 et seq., as amended.

- g. “Reasonable fee” means a charge calculated to enable Huron County to recover over time those operating expenses directly related to the cost of providing enhanced access.
- h. “Software” means that term as defined in Section 2 of the Enhanced Access to Public Records Act, Act No. 462 of the Public Acts of 1996, MCLA 15.441 et seq., as amended.
- i. “Third party” means a person who requests use of a geographical information system or output from such a system under this act.

**OPERATIONAL PROVISIONS:**

- A. Pursuant to the provisions of the Enhanced Access to Public Records Act, Huron County may provide enhanced access for the inspection, copying, or purchasing of a public record that is not confidential or otherwise exempt by law from disclosure.
- B. This policy does not require Huron County to provide enhanced access to any specific public record, if the public record sought is not available through the Huron County enhanced access system.
- C. The Huron County Board of Commissioners shall determine which public records may be made available through enhanced access.
- D. Principles and policies to be considered in determining which public records shall be made available through enhanced access include, but are not limited to the following:
  - 1. Management principles applied to public records and information resources will be consistent with those applied to other Huron County resources, and will be consistent with the requirements of law.
  - 2. Elected officials, department heads, departments, agencies, boards, commissions, councils and other Huron County public bodies legally responsible for the creation, preparation, custody, control, maintenance, preservation, guardianship, retention, possession, or use of public records will continue to have the responsibility, authority, and accountability for the management of public record information, consistent with county policies therefore, including this Policy and the Freedom of Information Act.
  - 3. Information resource investment will be driven by sound legal and programmatic principles and by principles of sound financial management.
  - 4. The Huron County Board of Commissioners will ensure that ownership of information products and county-created intellectual property is protected, maintained, and enhanced.

**FEES:**

- A. It is the policy of Huron County to charge a reasonable fee for:
  - 1. Providing enhanced access to a public record.
  - 2. Providing access to a geographical information system.
  - 3. Providing output from a geographical information system
- B. Except as otherwise provided by act or statute, the Huron County Board of Commissioners shall approve reasonable fee(s) for enhanced access to selected public record(s) or for access

- to a geographical information system or to the output from a geographical information system, before those fees shall become effective.
- C. Except as otherwise provided by act or statute, or as otherwise provided herein, all persons shall be charged the reasonable fee approved by the Board of Commissioners for enhanced access to a public record or for access to a geographical information system or for the output from a geographical information system.
  - D. Fees to be charged under the Section may be reduced or waived by the Huron County Board of Commissioners or its designee, in instances where he/she determines, in writing, that:
    - 1. Release of the information for no cost or at a reduced cost is critical to public health, safety, or welfare;
    - 2. The information is required for nonprofit research purposes such as academic or public interest research;
    - 3. The information is required to meet legal, programmatic, or Huron County governmental objectives;
    - 4. The information explains the rights, entitlements, and/or obligations of individuals;
    - 5. The cost of administering the fees would exceed the revenue to be collected;
    - 6. The reasonable fee established would have a serious detrimental impact on the financial position of particular groups or classes or users;
    - 7. The reasonable fee established would sufficiently limit the number of users to compromise achieving program or other Huron County governmental objectives.
  - E. Upon authorization by the Huron County Board of Commissioners, the Huron County Board of Commissioners or its designee may enter into agreements with other public bodies to provide enhanced access to public records, to provide access to a geographical information system, or to obtain output from a geographical information system, at a reduced fee or at no fee, in accordance with the requirements of Section 3 of the Enhanced Access to Public Records Act.

**DISCLAIMER OF ALL WARRANTIES:**

- A. Recipients of access or enhanced access to Huron County records, to any Huron County government information system, or to any output from any Huron County government information system, receive access and all public records and information "AS IS". Huron County, the Huron County Board of Commissioners, and their officers, officials, employees, and agents make no warranties of any kind, whether express or implied, including but not limited to warranties of accuracy, ownership, title, fitness for any particular purpose, or as to a recipient's right to use such public records or information. Recipients are solely responsible for investigating, responding to, litigating, and settling all claims with regard to the use or access to all such enhanced public records, information, and systems, and agree as a condition of seeking and obtaining enhanced access to such enhanced public records information and systems to protect, indemnify, and hold Huron County harmless against any and all such claims, including the payment of any damages, costs, or attorney's fees.

- B. No Huron County officer, official, employee, or agent is authorized to make warranties, express or implied, including but not limited to warranties of accuracy, ownership, title, fitness for any particular purpose, or of a recipient's right of use regarding the enhanced public records of Huron County, its government information systems, or as to the product or output of those systems.

502 SMOKING

In keeping with Huron County's intent to provide a safe and healthful work environment, the use of tobacco products is prohibited in County buildings and motor vehicles pursuant to Huron County Smoking Ordinance, Ordinance No. 2014-03.

This policy applies equally to all employees, customers, and visitors.

Amended per Resolution No. 23-5C, effective January 11, 2023.

## 503 USE OF VEHICLES

Vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using County-owned vehicles, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. All drivers are responsible for being properly licensed and following the Michigan Department of Transportation and Michigan Motor Carrier Safety rules and regulations.

Please notify the Motor Pool Supervisor if any vehicle appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of vehicles used on the job.

The County is interested in the safety of all employees and the safe operation of all vehicles. In order to insure safety in every aspect, we expect you to adhere to the following guidelines:

1. Drivers are expected to drive safely at all times.
2. All traffic laws and posted speeds must be obeyed. Tickets received for traffic violations will be paid by the offending driver, and may subject the employee to disciplinary action.
3. Safety belts must be worn at all times regardless of state law.
4. Employees may not operate a County vehicle or drive on County time after they have consumed alcohol or illegally taken any drugs or if their ability to operate a vehicle is impaired in any way.
5. In the event that an employee is involved in an accident, do not make any statements or sign any reports admitting fault or liability. Notify the Motor Pool Supervisor as soon as practicable.
6. Drivers who have an accident may be subject to discipline, up to and including discharge.
7. County vehicles are to be used for County business only.

The improper, careless, negligent, destructive, or unsafe use or operation of vehicles, as well as traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

The use of a County-owned vehicle shall be further subject to the Huron County Motor Pool Vehicle Policy.

### **HURON COUNTY MOTOR POOL VEHICLE POLICY**

Policy: Huron County employees will be authorized to use and operate county owned vehicles.

Purpose: To provide authorization and guidelines for the use and operation of county owned vehicles for the sole use in performing county business.

Authority: Huron County Board of Commissioners administrative directives. Violation of any or all

of this policy can result in disciplinary action including, but not limited to verbal warnings, written reprimands, days off without pay, suspension, and/or dismissal.

Procedure:

1. Approval to drive a motor pool vehicle shall be provided by the Huron County Board of Commissioners or their authorized agent. A list of approved employees shall be maintained.
2. Vehicles to be used by employees only for county business:
  - a) In Huron County.
  - b) To attend approved meetings, conferences, or workshops beyond Huron County.
  - c) To appropriate locations to have lunch and authorized breaks in an area near planned work sites, when not leaving from the Courthouse complex to take breaks.
  - d) For transporting passengers incidental in the discharge of business (i.e. contractors visiting a site, consultant making a joint visit, or a township official accompanying a county employee to a meeting).
  - e) No hitchhikers shall be transported in a county vehicle.
  - f) Generally transporting of family members or friends not defined above shall be prohibited, incidental transporting or use may occur when approved by the Motor Pool Director.
3. Complete form - "Authorization to Operate a County Vehicle" and provide evidence of a valid Michigan operator's license and insurance. An employee using a county vehicle must submit proof of Michigan No-Fault coverage with limits not less than \$100,000 bodily injury / \$300,000 per occurrence / \$100,000 property damage.
4. A log shall be maintained by each operator for each vehicle and will include:
  - a) A vehicle log with the date, beginning and ending mileage, destination, gallons of gas (when replaced), destination and driver's name.
  - b) Sign in and sign out of trip log located in office of Motor Pool Director. Assigned vehicles are excluded from the trip log obligation.
5. Motor pool vehicles designated for general use may be reserved in advance on a first come, first served basis by contacting the Motor Pool Director.
6. In the event of needed road service, the operator is to:
  - a) If located within Huron County, contact the Motor Pool Director for further instructions.
  - b) If unsuccessful in contacting the Motor Pool Director, or if out-of-county, contact the nearest available road service.
  - c) Arrange for payment of the bill by: 1) paying the bill, obtaining a receipt, and submitting to the Huron County Motor Pool Director for reimbursement; or 2) having the firm submit a bill to the Huron County Motor Pool. **NOTE:** Be sure the bill or receipt indicates the service(s) rendered.
7. Consumption of alcoholic beverages or the use of drugs is prohibited when operating motor pool vehicles.
8. All authorized drivers are responsible for paying traffic violations and/or parking fines as a result of their use of motor pool vehicles. Repeated or serious violations can result in the driver being removed from the authorized list of drivers. If an employee is not authorized to drive a vehicle, the same employee is still expected to perform their duties.

9. Any employee taking a county motor pool vehicle home must have prior approval from their supervisor and/or the Motor Pool Director.
10. Vehicles needing maintenance should be reported to the Motor Pool Director.
11. If an accident occurs with a motor pool vehicle, follow these instructions:
  - a) Notify the police department.
  - b) Contact your supervisor or the Motor Pool Director immediately.
  - c) Obtain the driver's name and license number, insurance company (agent's name and address), license plate numbers of other vehicles involved in the accident, and names of other witnesses.
  - d) See that all parties stay at the scene until the police arrive.
  - e) If injury occurs, write the names of those injured, degree of injury, treatment sought, and comments of the injured.
  - f) When returning to the office, make a complete report of the accident and present the report to the County Clerk or the Motor Pool Director.
12. During the operation of the vehicle, the driver and all occupants shall wear their seatbelts.
13. Smoking is prohibited in all county motor pool vehicles.
14. Generally vehicles shall be returned to the office daily. In certain cases, the Motor Pool Director may approve other arrangements if it benefits the efficiency and operation of the motor pool.
15. While operating a motor pool vehicle an employee must possess a valid State of Michigan driver's license.
16. Employees whose driving record indicates six (6) or more points are not authorized to operate a motor pool vehicle.
17. Operators must maintain insurance on their personal vehicles (according to state statute) and provide proof of insurance to the Motor Pool Director upon his/her request.
18. It is recommended that operators drive with headlights on during daylight hours as an additional safety precaution.

504 EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt County operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing.

If, on account of inclement weather, the Chairman of the Board or authorized person declares the non-essential County offices will be closed, employees of those offices shall not be required to report to nor remain at work and shall receive full pay during such closing not to exceed their regularly scheduled work day. Non-essential offices shall be defined as all departments excluding Central Dispatch and the Sheriff's Department. In the event the County offices are not closed but, it is necessary to leave work or report late due to inclement weather, upon notifying the department head or elected official of that office, the employee may leave work or report late. To receive pay for such absence, the employee may utilize their sick time, vacation time, or an alternate schedule with the department head or elected official, to make up such time.

If a prior leave (vacation, sick, comp., etc.) has been scheduled when the County offices are closed, the leave will be observed as scheduled.

505 HEALTH AND SAFETY

Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the County. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the County. All injuries sustained by any employee in the course of his work shall be immediately reported to the Department Head and/or the County Clerk and, when the County so designates, be subject to treatment by or under the supervision of a County-appointed physician, provided that the County will pay the cost of such examination or treatment if the employee's insurance does not cover same.

Each employee shall carefully follow all safety regulations of the County and shall use all safety equipment provided by the County. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein or to adhere to any of the County's safety rules shall subject the employee to disciplinary action by the County.

506 RESIDENCY

All employees shall be required to live no farther than 20 miles from the nearest boundary of the County of Huron. This requirement may be waived by the Board of Commissioners in its discretion. A residency waiver must be requested in writing by the employee and signed by the Chairman of the Board after approval by the Board of Commissioners. Those employees residing outside of the County as of September 1, 1984, shall be grandfathered and will not be required to move into the County.

All new employees must comply with this article, within one (1) year of the date of hire. This requirement does not apply to a person if the person is married and both of the following conditions are met:

- (a) The person's spouse is employed by another public employer; and
- (b) The person's spouse is subject to a condition of employment or promotion that, if not for this section, would require him or her to reside a distance of less than 20 miles from the nearest boundary of the public employer.

This policy does not apply if the person is a volunteer or paid on-call firefighter, an elected official, or an unpaid appointed official.

LEAVES OF  
ABSENCE

## 601 FAMILY AND MEDICAL LEAVE

### *I. General Provisions*

It is the policy of this County to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). The County provides for a total of 12 weeks of leave. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this policy. The FMLA and its regulations will be used as the guidelines for the family and medical leave under this policy.

Employees who require a longer leave than is provided, or who do not meet the eligibility requirements under this Family and Medical leave policy, will be eligible for leave if they are qualified individuals with a disability, request a leave as a reasonable accommodation of their disability, and the requested leave will not impose any undue hardship on the County.

### *II. Eligibility*

In order to qualify to take family and medical leave under this policy, the employee must meet all of the following conditions:

- A. The employee must have worked for the employer at least 12 months, or 52 weeks. The twelve months, or 52 weeks, need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- B. The employee must have worked at least 1250 hours during the twelve month period immediately before the date when the leave would begin.
- C. The employee must work in an office or worksite where 50 or more employees are employed within 75 miles of that office or worksite.

### *III. Type of the Leave Covered*

In order to qualify as FMLA leave under this policy, the employee must be taking the leave for one of the reasons listed below:

- A. the birth of a child and in order to care for that child;
- B. the placement of a child for adoption or foster care;
- C. to care for a spouse, child, or parent with a serious health condition; or
- D. the serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position, as provided by the FMLA and its regulations.

Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital.
2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days, or any subsequent treatment or period of incapacity relating to the same condition:
  - a. treatment two or more times by a health care provider, by a nurse or physician's assistant under the direct supervision of a health care provider or by a provider of health care service under orders of, or on referral by, a health care provider; or
  - b. treatment by a health care provider on at least one occasion which result in a regimen of continuing treatment under the supervision of the health care provider.
3. Any period of incapacity or treatment for the incapacity due to a chronic serious health condition which:
  - a. requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under the direct supervision of a health care provider;
  - b. continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy).
4. Any period of incapacity due to pregnancy or for prenatal care.
5. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.
6. Any period of absence to receive multiple treatments (and recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity for more than three (3) calendar days in the absence of medical intervention or treatment.

Employees with questions about what illnesses are covered under this FMLA policy or under the County's sick leave policy are encouraged to consult with the Clerk's Office.

The County may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in section VIII.

If an employee takes a leave for a condition that progresses into a serious health condition or develops a condition that is a serious health condition, the County may designate all or some portion of related

sick leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

An eligible employee can take up to 12 weeks of leave under this policy during any 12-month period. The County will measure the twelve-month period by a “rolling” 12-month period measured backward from the date an employee used any FMLA leave as provided by the FMLA in its regulations.

A husband and wife who are eligible for leave under this policy and are employed by the same covered employer are permitted to take only a combined total of 12 weeks of leave during any 12-month period if the leave is taken:

1. for the birth of son or daughter or to care for the child after birth;
2. for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
3. to care for a parent (but not a parent-in-law) with a serious health condition.

Each time an employee takes leave, the County will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

#### *IV. Employee Status & Benefits During Leave*

While an employee is on leave, the County will continue the employee’s health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or reasons beyond the employee’s control, the County will require the employee to reimburse the County the amount it paid for the employee’s health insurance premium during the leave period.

If an employee is required to pay a portion of the health care premium and the payment is more than 30 days late, the employee’s health care coverage may be dropped for the duration of the leave. In the event that a payment is not received, the County will mail a notice of late payment to the employee 15 days before the date that the coverage is dropped, advising that coverage will be dropped on a specific date at least 15 days after the date of the letter.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee must continue to make those payments in the same manner prescribed in the paragraph above, along with the health care payments. If the employee does not continue these payments, the County may discontinue coverage during the leave period, or will recover the payments at the end of the leave period, in a manner consistent with the law.

### *V. Employee Status After Leave*

An employee who takes leave under this policy will be able to return to the same position when leave commenced, or to an equivalent position as provided by the FMLA and its regulations. The equivalent position will have the same pay, benefits and working conditions, including privileges, perquisites, and status.

Under certain circumstances, the County may deny restoration if:

1. the employee would not otherwise have been employed at the time reinstatement is requested;
2. the employee is no longer qualified for the position because of the employee's inability to attend a necessary course or renew a license as a result of the leave, despite being given a reasonable opportunity to fulfill those conditions upon return to work;
3. the employee is unable to perform the essential functions of the job due to a physical or mental condition, including the continuation of a serious health condition with or without a reasonable accommodation; or
4. the employee is a "key employee" and the restoration of the employee would result in substantial and grievous economic injury to the County.

(The term "key employee" refers to any salary eligible employee who is among the highest paid 10 percent of all employees within 75 miles.)

### *VI. Substituted Paid Leave*

If the employee has accrued other paid leave that accrued paid leave will be substituted against part or all of the approved 12-week family and/or medical leave. The type of paid leave that will be substituted during an approved 12-week FMLA leave will depend upon the reason for the family or medical leave.

An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal, or sick leave as a substitute during an approved FMLA leave.

An employee taking leave for the birth of a child must use paid sick leave for physical recovery following childbirth. Pregnancy disability, or other leave taken under the County's temporary disability plan or workers' compensation leave is considered paid sick leave for purposes of FMLA substitution. The employee must then use all paid vacation, personal, or family leave as a substitute during an approved FMLA leave for the remainder of the 12 weeks.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal, or family leave as a substitute during an approved FMLA leave.

### *VII. Intermittent Leave or a Reduced Work Schedule*

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over a year), or under certain circumstances may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 weeks over a 12-month period.

The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

For the birth, adoption, or foster care of a child, the County and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

The County may require certification of the medical necessity, discussed in Section VIII.

### *VIII. Certification of the Serious Health Condition*

The County may ask for certification of the serious health condition. The employee should try to respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification should be provided to the Board of Commissioners by using the Medical Certification Form available in the Clerk's office.

Certification of the serious health condition shall include: the date when the condition began, its expected duration, diagnosis, and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The County will pay for the employee to get a certification from a second doctor, who the County will select, and who is not a County employee. The County will also reimburse the employee or family member for any reasonable "out of pocket" travel expenses incurred to obtain the second and third medical opinions.

If necessary to resolve a conflict between the original certification and the second opinion, the County will require the opinion of a third doctor. The County and the employee will jointly select the third doctor, and the County will pay for the opinion. This third opinion will be considered final.

### *IX. Procedure for Requesting Leave*

Except when not foreseeable, all employees requesting leave under this policy should submit the request in writing to the Executive Assistant to the Huron County Board of Commissioners (the "Executive Assistant") for approval. The Executive Assistant shall have authority to determine eligibility and grant or deny requests. The Executive Assistant may refer a request to corporate

counsel for review and recommendation. If granted, the Executive Assistant will inform the employee's direct supervisor only that leave has been granted and the date(s) and duration of the leave.

When an employee plans to take leave under this policy, the employee must give the Executive Assistant 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee undergoing a planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to County operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the Executive Assistant receives notice.

While on leave, employees are requested to report periodically to the Executive Assistant regarding the status of the medical condition, and their intent to return to work. If the employee does not return at the end of a leave period, the employee's notification of his/her intent not to return will be the COBRA qualifying event.

602 PERSONAL LEAVE

The County, in its discretion, may grant a temporary unpaid leave of absence to employees as set forth below for periods up to ten (10) weeks per calendar year. A written request for such leave must be submitted to the County Board, or its designated representative and the employee's department head, and approved by them, or their designated representative, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the County Board. An employee who fails to return to work upon completion of a personal leave will be considered to have voluntarily terminated his/her employment. The employee shall not engage in gainful employment during such leave without the prior written permission of the County Board. Seniority shall not accumulate during such leave. No benefits will accrue or continue to an employee during a leave except as specifically set forth below:

1. If absence occurs due to illness or injury to the employee not covered by Workers' Compensation, an employee may be placed on a temporary leave of absence if approved by the Board and after all other available leave benefits have been exhausted, such as sick leave.
2. The Board, in its sole discretion, may require that the employee provide his/her physician's certificate that he/she is capable of returning to work when the temporary leave of absence is due to illness or injury.
3. At least fifteen (15) days prior to the expiration of the leave, the employee shall notify the County in writing of his intent to return to work accompanied by a written statement from a physician certifying ability and fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former position, providing his seniority so entitled him and he can perform the available work. Upon return, the employee will be placed in the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during such leave. Upon return to work, the employee will be reinstated to the same classification provided that the temporary leave of absence does not exceed the (10) weeks and has not been previously terminated or forfeited, and further provide that, he/she furnishes a physician's certificate if required.
4. A temporary leave of absence and reinstatement to the same position shall be terminated and forfeited if the employee fails to furnish a required physician's certificate and/or fails to report to work on or before the date the leave expires.
5. During a temporary leave of absence, only the employee's life insurance and hospitalization insurance benefits shall remain in effect. The employee shall be entitled to no other benefits.
6. The employee shall notify his/her Department Head of a change of address while on a temporary leave of absence.
7. An employee may use credited vacation and shall use sick leave days at the beginning of the leave. Vacation leave days accruing in the calendar year of this leave may not be used during the leave.

All leaves shall be in writing and signed by the County and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

Any employee who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the County effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

603 MILITARY LEAVE

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by Huron County until 30 calendar days after military leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from military leave, benefits will again be provided by Huron County according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

604 FUNERAL LEAVE

Any full time employee subject to this Handbook, who, while actively working (i.e., not on layoff, etc.) shall suffer death in their immediate family will be granted a funeral leave of absence with normal daily basic straight-time pay not to exceed the number of regularly scheduled hours as follows:

1. In the event of the death of any employee's spouse or child, they may take up to five (5) working days funeral leave. In the event of the death of the employee's parent, they may take up to five (5) working days funeral leave. In the event of the death of the employee's step-parent or step-child, they may take up to two (2) working days funeral leave.
2. In the event of the death of a brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, grandchild, or grandparent of the employee or a parent or grandparent of the employee's spouse, the employee may take two (2) working days funeral leave.
3. In the event of the death of an employee's aunt, uncle, niece, or nephew by blood relation, they may take one (1) working day funeral leave.
4. An employee may take one (1) working day funeral leave upon the death of any other relative or where he/she is to serve as a pall bearer.
5. An employee may take such vacation, personal, or sick time as they are entitled with notice to their Department Head to supplement funeral leave.

The County may require written application for such leave, provided that initial arrangements may be made verbally with the appropriate Department Head; as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral.

Amended per Resolution No. 23-5C, effective January 11, 2023.

EMPLOYEE CONDUCT  
AND  
DISCIPLINARY ACTION

## 701 EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, Huron County expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- ⇒ Theft or unauthorized removal or possession of property
- ⇒ Falsification of timekeeping records
- ⇒ Violation of the County's Drug & Alcohol Policy
- ⇒ Illegal possession, distribution, sale, transfer, or use of alcohol or drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- ⇒ Fighting or threatening violence in the workplace
- ⇒ Boisterous or disruptive activity in the workplace
- ⇒ Insubordination or other disrespectful conduct
- ⇒ Violation of safety or health rules
- ⇒ Smoking in prohibited areas
- ⇒ Sexual or other unlawful or unwelcome harassment
- ⇒ Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- ⇒ Excessive absenteeism or any absence without notice
- ⇒ Unauthorized absence from work station during the workday
- ⇒ Violation of personnel policies
- ⇒ Unsatisfactory performance or conduct

The above does not alter the at-will relationship.

## 702 VIOLENCE IN THE WORKPLACE

### A. Purpose

The County of Huron recognizes the need to provide for the safety and security of all employees and visitors. In doing so, the County is complying with Section 5(a), the Federal Occupational Safety and Health Act of 1970 (OSHA). Therefore, the County will not tolerate threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the County's property. This includes physical attacks, verbal or physical threats, destruction of property, sexual harassment, intimidation, or abusive language.

### B. Definitions

**Workplace Violence** includes but is not limited to harassment, threats, physical attack, or property damage.

**Threat** is the expression of an intent to cause physical or mental harm. An expression constitutes a threat without regard as to whether the party communicating the threat has the present ability to carry it out and without regard as to whether the expression is contingent, conditional, or future.

**Physical Attack** is unwanted or hostile physical contact such as hitting, fighting, pushing, shoving, biting, spitting, and throwing objects.

**Property Damage** is intentional damage to property, which includes property owned by the County, employees, visitors, or vendors.

### C. Prevention

The County of Huron supports the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating sanctions imposed for violating this policy, and providing a reporting procedure to report incidents of violence without fear of reprisal.

### D. Prohibited Actions and Sanctions

It is a violation of this policy to engage in any act of workplace violence, except for law enforcement personnel as authorized by law and within the confines of the Law Enforcement agency policies.

No employee or third party, excluding law enforcement personnel, is permitted to bring weapons or firearms into the workplace, or onto the County's property, or within County vehicles.

Any person who, in the opinion of the immediate supervisor, poses a threat to himself or others shall be removed from the premises and shall remain off the County's premises pending the outcome of an investigation. Such removal of any employee will be immediately reviewed by the County's Crisis Management Team identified in this policy.

The County will initiate an appropriate response, which may include, but is not limited to, reassignment of job duties, suspension or termination of employment, suspension and/or termination of any business relationship, and/or criminal prosecution of the person or persons involved.

## E. Employee Responsibility

Employees will be given a copy of this policy along with an explanation of how it is to be implemented, such as how to report incidents of violence, what to do if the employee is threatened and/or if an incident of violence actually takes place. This policy will be reviewed with new employees during orientation.

In the workplace, an employee witnessing violence directed against another or him/herself shall call a supervisor or 911, depending on the situation. The employee should also observe the situation and attempt to get information such as the name and description of the perpetrator, but only if it can be done without endangering the employee or others.

Any employee having knowledge of workplace violence involving any other employee (as victim or perpetrator) must report such an act to a supervisor immediately. Disciplinary action may result if the employee having knowledge of a suspected violent act fails to report the episode.

All employees who apply for or obtain a protective or restraining order which lists the County's property or County's facilities as being protected areas must provide this information to the Director of his/her Department. The Director must report this information to the Board of Commissioners and the Sheriff.

The County and its employees shall cooperate fully with police and other law enforcement officials in the investigation and prosecution of violent acts.

The County understands the sensitivity and confidentiality of the information requested, and recognizes and will respect the privacy of the reporting employees(s) to the extent authorized by law.

All employees should openly communicate with each other to be aware of any unusual activity that may identify the potential for or actual occurrence of workplace violence.

Recommendations for improved safety often come from suggestions from employees. These suggestions are encouraged and may be channeled through supervisors or the Board of Commissioners Office.

## F. Implementation

### *Managing a Potentially Violent Situation:*

Employees are expected to assist the general public and fellow employees in a courteous manner, but not subject themselves to abusive conduct if confronted by:

1. A distraught, harassing, or abusively angry person.
  - a. If a person becomes angry or abusive, the employee should courteously attempt to calm the person down. If that does not work, the employee shall ask a supervisor to intervene.
2. A person threatening bodily harm.

If an employee feels that he/she or another person is threatened, and in danger of imminent bodily harm:

- a. The employee should attempt to leave the scene, if it can be done safely.
- b. If the supervisor is not aware of the situation, the employee must notify the supervisor as soon as it can be done safely.
- c. If the situation warrants, the appropriate law enforcement agency must be notified.

#### G. Reporting Incidents – Internal and External

Each incident of violent behavior, whether committed by another employee or an external individual, must be reported to a Department Director. The Department Director will assess and investigate the incident and determine the appropriate action to be taken. The Personnel Committee Chairman must be informed of all reported incidents of workplace violence.

In critical incidents, in which serious threat or injury occurs, call 911 immediately. As necessitated by the seriousness of the incident, the Chairman of the Board of Commissioners may assemble a Crisis Management Team to establish the protocol to be followed in the aftermath of a violent incident.

#### H. Crisis Management Team

The Crisis Management Team may consist of the Chairman of the Board of Commissioners, the Personnel Committee Chairman, the Sheriff, the Prosecuting Attorney, and others as deemed necessary. The Crisis Management Team is responsible for the following:

- ⇒ Evaluating potential violence problems
- ⇒ Assessing an employee's fitness for duty (through medical and/or mental health professionals)
- ⇒ Selecting intervention techniques
- ⇒ Establishing a plan for protection of co-workers and other potential targets
- ⇒ Coordinating with victims, families, other employees, media, and law enforcement personnel
- ⇒ Referring victims for appropriate assistance, including counseling

Where the Crisis Management Team cannot be promptly convened as required, the Chairman of the Board of Commissioners and/or the Personnel Committee Chairman may act for the committee. Their actions will be reported to the full committee as soon as practical.

#### I. Conclusion

This policy is established for the benefit of all employees and visitors to ensure a safe workplace. Any questions regarding this policy or violence in the workplace should be directed to the Board of Commissioners Office.

## REPORT FOR THREATS OR INCIDENTS OF VIOLENCE

Name of Victim: \_\_\_\_\_

Name of Perpetrator: \_\_\_\_\_

If Name not known, what was business with County? \_\_\_\_\_

\_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_

Where Incident Occurred (Place): \_\_\_\_\_

What happened immediately prior to incident? \_\_\_\_\_

Specific Language of Threat: \_\_\_\_\_

Specific Act of Violence (can include property damage): \_\_\_\_\_

\_\_\_\_\_

Names of Others Directly Involved (Witnesses): \_\_\_\_\_

\_\_\_\_\_

Name of Supervisor Involved: \_\_\_\_\_

What led up to Incident? \_\_\_\_\_

How Incident Ended: \_\_\_\_\_

Specific Actions Taken after Incident: \_\_\_\_\_

Suggestions for Prevention of Violence in Future: \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ Title &/or Dept.: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

703 WEAPONS IN THE WORKPLACE

Pursuant to Huron County Circuit Court Order Regarding Weapons in Court Facilities, entered on September 25, 2001, the following rules apply.

1. No firearms or other weapons as defined by the laws of the State of Michigan are allowed in the Huron County Building. This prohibition does not apply to judges, Court security personnel, or law enforcement officers engaged in the performance of their official duties. The judges of the trial courts of this County may authorize additional exceptions in extraordinary circumstances.
2. All persons and their belongings and all parcels are subject to screening by Court security personnel or law enforcement officers for the purpose of enforcing this Order. If at any time there is an articulable and reasonable suspicion that a weapon may be found, a person or object is subject to search. The search shall be no more intrusive than necessary to protect against the dangers presented.
3. The following notice shall be posted at all building entrances: “No weapons are permitted in this building. All persons and parcels are subject to a search for weapons and restricted items as a condition of entry. Persons in violation of this order may be held in contempt of court.”

It is Huron County's desire to provide a drug-free, healthful, and safe work place. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. It is essential that all employees be alert and in full possession of the fact that working to protect the safety of our work force and the public, as well as promote high standards of conduct, integrity and efficiency is of primary importance.

Accordingly, no employee may report to work or remain on duty while under the influence of or impaired by alcohol or current illegal use of drugs. No employee may possess, sell, or distribute alcohol or drugs to be illegally used while on county premises or while conducting county-related activities off county premises, or on county time.

To prevent drugs and alcohol and other contraband from being brought onto the county premises, the Department Head may, at his/her discretion, inspect any locker, package, desk, purse, tool box, vehicle, or other personal belongings brought onto the county premises in connection with the investigation of any rule violation or in the maintenance of a safe work place. Employees will cooperate in all investigations of suspected rule violations or of work place safety.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

The Federal Drug-Free Workplace Act of 1988 imposes certain requirements on the County of Huron and its employees as recipients of federal grant funds. The County of Huron supports the purpose and goals of the Act and by this policy, announces its intention to comply with this Act and make continuing "good faith" efforts to provide a drug-free workplace. Therefore, it is the policy of the County of Huron that any unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace is strictly prohibited.

All employees of the County of Huron must abide by the terms of this policy and must notify their Department Head of any criminal drug statute conviction no later than five (5) days after such conviction. Employees violating this policy are subject to appropriate personnel/disciplinary action, up to and including termination, and/or other remedial measures as the individual circumstances warrant.

The County of Huron is committed to maintaining a drug-free workplace. All employees are expected to cooperate and give this policy their full support.

***Non-Discrimination:***

It is the County's policy that any unlawful discrimination against an employee or an applicant based on race, color, sex, religion, national origin, age, handicap, height, weight, arrest record, veteran or marital status, or membership in any other protected status will not be allowed or tolerated. This policy applies to all employment practices including recruiting, hiring, pay rates, conditions of employment, and termination.

***Sexual Harassment or Other Unlawful Harassment:***

A. Purpose

The purpose of this policy is to contribute to a quality work environment for all the employees and future employees and to inform each person of their rights and responsibilities in achieving that goal with respect to each person being free from intimidation, humiliation, insults, or from being subjected to offensive physical or verbal abuse or actions, direct or insinuated, based on a person's sex, whether of the opposite sex or of the same sex. Any improper interference with the employees' ability to perform their expected job duties will not be tolerated.

B. Policy

The employer fully supports and complies with the laws which are enacted to protect and safeguard the rights and opportunities of all people to seek, obtain, and hold employment without being subjected or exposed to illegal harassment or discrimination, sexual or otherwise, in the workplace. This is a "zero tolerance" policy intended to provide all employees with an environment which is free of harassment based on one's sex, race, religion, national origin, or disability.

C. Definition

Sexual harassment is defined as unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of employment.
2. Submission to or a rejection of such conduct by an individual is used as a basis for employment decisions; such as discharge, promotion, transfer, work assignments, etc.
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.

D. Examples of Harassment

Any harassment that violates State or federal law will be unacceptable. Examples of harassment include:

1. Making derogatory comments, insults, suggestive remarks or jokes based on a person's sex;
2. Display of photographs, cartoons, or drawings that would be offensive to a reasonable person;
3. Conduct which when viewed by a reasonable person would have the purpose or effect of degrading or creating an intimidating, hostile, or offensive work environment;
4. Propositions or requests for sexual favors;
5. Physical contact which is sexual in nature;
6. Stating or implying that deficient job performance is attributable to a person's gender;
7. Possession (while on employer's property or while working) of materials of any kind, such as magazines, calendars, etc., which are degrading to an individual or group on the basis of sex (or any other protected characteristic);
8. The giving of unsolicited or inappropriate personal gifts (lingerie, books, or any gift inappropriate in nature);
9. Offensive email or voice-mail messages; and
10. Any other conduct deemed inappropriate by the employer.

#### E. Complaint Procedures

Any employee who believes he or she has been the subject of any harassment should report the incident immediately to their supervisor. The report should be made within three (3) days of the occurrence. The employee's supervisor shall then immediately notify the next level supervisor and/or Personnel Committee Chairman about the complaint. A complaint may be filed by an employee who was not the target of harassment or retaliation. The complaint will promptly be investigated in a fair and expeditious manner.

#### F. Steps for Filing a Complaint

Step 1: The employee shall register his/her complaint initially with his/her immediate supervisor. The immediate supervisor will investigate the complaint and prepare a written report. The supervisor will give the employee a written response to the complaint within three (3) working days. A copy of the report will be given to the Personnel Committee Chairman.

Step 2: Where the immediate supervisor was: (1) a participant in the prohibited activity; (2) condoned the activity; (3) failed to respond in writing within three days without good cause; or (4) the response is unsatisfactory, the employee may at his/her choosing, bypass the immediate supervisor and submit a written complaint directly to the Personnel Committee Chairman or other such person designated by the employer to handle the complaint.

In those situations where a violation has been shown to have occurred, immediate action, as deemed appropriate under the circumstances, will be taken to remedy the situation. Further steps will be taken to discourage or prevent future reoccurrences.

All complaints and the actions taken to resolve such complaints will be treated confidentially, and will be disclosed only when necessary to the investigation and a resolution of the matter. However, no employee is promised strict or absolute confidentiality.

If an investigation of the complaint of harassment or unlawful discrimination reveals that the complaint was frivolous or not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

#### G. Non-retaliation Policy

The above policy not only strictly prohibits harassment, but also prohibits any active retaliation against an employee who, in good faith, has filed a complaint pursuant to this policy, or has assisted, in a complaint investigation. Any supervisor agent or employee of the employer who is found to have taken actions determined to be retaliatory in nature against a complainant shall be subjected to immediate discipline up to and including immediate discharge. Any person who believes that they were retaliated against for exercising his/her rights under this policy should immediately file a complaint.

#### H. Conclusion

It is expected that all employees will fully cooperate and give their support to the policies and practices set forth above. Violations of this policy will not be permitted. Any employee or supervisor who violates this policy will be subject to discipline up to and including discharge.

Reasonable accommodation will be provided, upon request, for persons with disabilities who need assistance filing or pursuing a complaint of harassment.

# CONFIDENTIAL

## EMPLOYEE HARASSMENT COMPLAINT FORM

Thank you for bringing your concern to our attention. We will try to promptly resolve your complaint. Feel free to keep in touch during the investigation process. We will, to the extent appropriate, inform you of the results of the investigation. Discussing your concern with you supervisor initially often results in a successful resolution. However, where you believe that your supervisor has engaged in and/or condoned activities that constitute harassment, you are not required to discuss this matter with you supervisor. Care will be taken to protect the identity of those making the complaint and of the accused person or persons, except as may be reasonably necessary to successfully complete the investigation.

Have you held a discussion with your immediate supervisor? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, date discussion was held: \_\_\_\_\_.

If there was no such meeting, what was your reason for NOT bringing it to your supervisor's attention? \_\_\_\_\_  
\_\_\_\_\_

If you did discuss this matter with your supervisor, please state your supervisor's response to the complaint: \_\_\_\_\_  
\_\_\_\_\_

### COMPLAINT

1. Please state the facts, events and circumstances that initiated filing this complaint. Please give a complete description of the event(s) and statements made. Within this statement, please give the names of the persons engaging in the alleged harassment, the dates they occurred, witnesses to the alleged harassment, and your response (attach additional sheets if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please state action or change(s) you are seeking in order to resolve this complaint (attach additional sheets if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date Received: _____	STEP 1: _____	STEP 2: _____
Date Closed: _____		
Disposition: _____		

FOR OFFICE USE ONLY

706 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, Huron County expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Huron County. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

707 PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Huron County presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

Consult your supervisor or department head if you have questions as to what constitutes appropriate attire.

708     RESIGNATION

Each employee must give his/her Department Head at least ten (10) working days previous written notice of his/her intention to leave County employment. A Department Head must give to the Huron County Board of Commissioners at least ten (10) working days previous written notice of his/her intentions to leave County employment. Vacation leave days and compensatory time off shall not be considered in calculating the timeliness of this notice.

An employee shall receive all accrued and/or credited benefits due to him/her upon resignation or termination on the regularly scheduled payday for the period in which the termination or resignation occurs.

An employee must return all County keys and/or property in his/her possession to the County Clerk prior to receiving their final paycheck. Employees are responsible to reimburse the County for any lost or not returned items. The check shall be issued on the regularly scheduled payday for the period in which the resignation or termination occurs.

The purpose of this policy is to state Huron County's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Huron County's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with Huron County is at-will, Huron County may use progressive discipline at its discretion. This policy in no way modifies your at-will status.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or immediate termination of employment. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps may normally be followed: a first offense may call for a documented verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Huron County.

*Notice of Discharge or Suspension.* Huron County or its designated representative agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Board of Commissioners or its designated representative and the Employer will make available a meeting room where he/she may do so. Upon request, the Board of Commissioners or its designated representative will discuss the discharge or suspension with the employee.

Reasons for discipline include, but are not limited to, failure to comply with the Rules and Regulations, work rules, and rules of discipline adopted by the County.

The Employee and the County recognize the importance of the protection of information concerning the operation of the County. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Release of the aforementioned information by an employee to a fellow employee, or any unauthorized person shall be regarded as breach of confidence, and as grounds for discipline, up to and including immediate discharge.

For employees of the Circuit, Probate, and District Courts of Huron County, the Judge of that Court will issue any verbal or written warnings as outlined herein.

Disciplinary action for a Department Head shall be conducted by the Chairman of the Personnel Committee of the Board of Commissioners and the members of the appropriate Committee of the Board that directs that Department.

After notifying the employee of any disciplinary action, a written report of the disciplinary action and the conduct that resulted in the action shall be reported to the Board of Commissioners.

**EMPLOYEE DISCIPLINE REPORT**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Department: \_\_\_\_\_

**DISCIPLINARY ACTION:**

- |  |   |
|--|---|
| <input type="checkbox"/> Verbal Warning evidenced by a writing | <input type="checkbox"/> Suspension w/o pay |
| <input type="checkbox"/> Written Warning                       | <input type="checkbox"/> Termination        |
| <input type="checkbox"/> Suspension with pay                   |   |

**REASON FOR DISCIPLINE:**

- |  |   |
|--|---|
| <input type="checkbox"/> Absenteeism     | <input type="checkbox"/> Tardiness                                |
| <input type="checkbox"/> Insubordination | <input type="checkbox"/> Violation of rule, regulation, or policy |
|  | <input type="checkbox"/> Other: _____<br>(Please specify)         |

**PREVIOUS WARNINGS:**

Has the employee been previously disciplined for same or similar reason?

Yes \_\_\_\_\_  
(State dates and action taken)

No

**IMPROVEMENT REQUIRED:**

Briefly state what employee must do to improve.

**FAILURE TO IMPROVE:**

State in sequence what disciplinary action will follow for failure to improve.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE  
Date: \_\_\_\_\_

\_\_\_\_\_  
DEPARTMENT HEAD'S SIGNATURE  
Date: \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN, BOARD OF COMMISSIONERS SIGNATURE  
Date: \_\_\_\_\_

**PLEASE ATTACH ADDITIONAL COMMENTS CONCERNING THIS ACTION**

cc: Employee  
Personnel File

## 710 PROBLEM RESOLUTION

Huron County is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Huron County Department Heads and the Board of Commissioners.

Huron County strives to ensure fair and honest treatment of all employees. Department Heads and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Huron County in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to Department Head after incident occurs. If Department Head is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Board of Commissioners.
2. Department Head responds to problem during discussion. Board of Commissioners documents discussion.
3. Employee presents problem to Department Head if problem is unresolved.
4. Department Head counsels and advises employee, assists in putting problem in writing, and directs employee to Board of Commissioners for review of problem.
5. Employee presents problem to Board of Commissioners in writing.
6. Board of Commissioners reviews and considers problem. Chairman of the Board of Commissioners informs employee of decision and forwards copy of written response to Department Head for employee's file. The Board of Commissioners has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security. This policy in no way modifies your at-will status.

711 EMPLOYEE PROPERTY

The County will not be responsible for the loss or theft of an employee's personal property, which is brought to work.

712 OFFICE WORK RULES, POLICIES, AND PROCEDURES

No elected official or Department Head shall establish or enforce any office work rules, policies, or procedures unless the same are in writing and approved in advance by the Huron County Board of Commissioners. Such rule, policy, or procedure, however, shall not be in conflict with the provisions of this Handbook.

713 SOLICITATION

Solicitation by outside vendors is not allowed in any County-owned building or on any County-owned property.

Solicitation among County employees of raffle tickets, special event tickets, home or personal use products, or the like is strongly discouraged.

EFFECTIVE DATE

801 EFFECTIVE DATE

This Huron County Employee Handbook shall be effective on January 1, 2018, and shall remain in effect until modified by the Board of Commissioners. It supersedes and cancels any prior contrary verbal or written policies, statements, understandings or agreements concerning the terms and conditions of my employment, except as provided by any applicable collective bargaining agreement. The Huron County Board of Commissioners expressly reserves the right to amend this Handbook from time to time.

# APPENDICES

## **POSITION REVIEW POLICY & PROCEDURE**

(for EXISTING non-union positions)

### **PROCEDURE**

1. Employee fills out a new Job Analysis Questionnaire (JAQ), highlighting items that have changed since last review and provides an explanation of the change(s) and the cause of the change(s).
2. Employee submits new JAQ to Supervisor and Department Head for review and comments. Supervisor and Department Head must sign and date before proceeding to Step 3.
3. Completed JAQ and required explanation(s) are submitted to the Compensation System Administrator for review. Incomplete JAQs will not be considered.
4. Compensation System Administrator submits his/her recommendation to Personnel Committee for review.
5. Personnel Committee may request to meet with Department Head to review the Committee's recommendation.
6. Personnel Committee presents recommendation to the BOC as a resolution.

### **POLICY**

1. Eligible employees will be notified in January. Only non-union positions will be reviewed on an "every three years" basis per Resolution No. 09-206. Beginning April 1, 2019, union employees will no longer be eligible for position reviews on the three (3) year rotation. Rather, union employees will be reviewed based on the specific provisions of their respective collective bargaining agreements. Should a non-union position become vacant at any time, said position will automatically be eligible for review at the request of the Department Head.
2. All completed documentation must be submitted to the Compensation System Administrator no later than March 31<sup>st</sup>.
3. The Compensation System Administrator will review all submitted documentation between April 1<sup>st</sup> and May 31<sup>st</sup>.
4. The Compensation System Administrator will submit his/her recommendations to the Personnel Committee no later than June 15<sup>th</sup> for review.
5. Department Heads will be notified of the results by July 1<sup>st</sup>. Employees will be allowed a one-time appeal of the results with written approval from their Department Head. Appeals must be submitted, along with a copy of the Department Head's written approval, to the Board of Commissioners office within 10 days of the Department Head's notification of the results.
6. Resolutions for wage increases/freezes will be submitted to the Board of Commissioners by July 31<sup>st</sup> for approval. Wage increases/freezes will be effective August 1<sup>st</sup> of the current year. Resolutions will include a detailed schedule indicating when the employee will receive his/her next step increases.
7. No employee will be increased more than 2 grades at a time.

## PAY DETERMINATION

1. Pursuant to Resolution No. 18-124, when an employee's pay grade is increased, their step remains the same. For example, if an employee is currently at Grade 120, Step 4, they will remain at Step 4 of their new grade.
  - a. If employee currently has established dates for step increases, those dates will be followed.
  
2. When an employee's pay is frozen, they will remain frozen until the wage schedule surpasses their current pay.

## **POSITION EVALUATION POLICY & PROCEDURE**

(for NEW or VASTLY MODIFIED positions)

### **PROCEDURE**

1. Department Head fills out Job Analysis Questionnaire (JAQ).
2. Completed JAQ is submitted to Compensation System Administrator.
3. Department Head to meet with Personnel Committee and Compensation System Administrator to discuss the JAQ. Effective date to be determined at this meeting.
4. Compensation System Administrator reviews the JAQ to determine pay grade.
5. Compensation System Administrator submits his/her recommendation to Personnel Committee for review.
6. Department Head to meet with Personnel Committee to discuss results. Department Head to submit a budget impact statement at time of meeting.
7. Personnel Committee presents recommendation to the BOC as a resolution.

### **POLICY**

1. Evaluation requests can only be submitted if there is a “definable & dated event”. “Definable & dated event” means that an action occurred (i.e. combination of offices, elimination of staff member, etc.) on a specific date that changed the duties and responsibilities of the position. There must be written and recorded proof that the action occurred (i.e. resolution, state mandate, etc.).
2. Results shall be retroactive to the date of the “definable & dated event”. However, results will NOT be retroactive more than 12 months.
3. The determination of a “definable and dated event” will be made at the beginning of the process by the Personnel Committee and the Department Head. (See Step 3 of the Procedure.)
4. The Department Head will be allowed a one-time appeal of the results with written request. Appeals must be submitted to the Board of Commissioners office within 10 days of the Department Head’s notification of the results.
5. Union contracts will supercede in case of conflicts.

### **PAY DETERMINATION**

1. Pursuant to Resolution No. 18-124, when an employee’s pay grade is increased, their step remains the same. For example, if an employee is currently at Grade 120, Step 4, they will remain at Step 4 of their new grade.
  - a. If employee currently has established dates for step increases, those dates will be followed.

## **PAY DETERMINATION PROCEDURE FOR PROMOTIONS**

### PAY DETERMINATION

Pursuant to Resolution No. 18-124, when an employee's pay grade is increased, their step remains the same. For example, if an employee is currently at Grade 120, Step 4, they will remain at Step 4 of their new grade.

- a. If employee currently has established dates for step increases, those dates will be followed.

## **PROCEDURE FOR REPLACING A DEPARTMENT HEAD**

1. Upon receipt of a formal letter of resignation/retirement by a Department Head, or if a vacancy occurs, the position will be posted in the County Building, Sheriff Department, Annex Building, and MSU Extension for any qualified employee. At least three (3) days will be allowed for posting the vacant position.
2. Interested applicants will be asked to submit a resume or letter of interest to the Board of Commissioners Office.
3. The Personnel Committee will review the resumes or letters of interest (copies will be given to the remaining Commissioners upon their request). The Personnel Committee will determine if an applicant is qualified and schedule interviews with the qualified applicant(s).
4. The Personnel Committee will conduct the interviews in a committee meeting open to the public.
5. The Personnel Committee will prepare a list of questions. The Committee Chairman will assign each committee member and the Executive Assistant one or more questions to ask each of the candidates. All Personnel Committee members and the Executive Assistant will ask the same question(s) of each candidate.
6. Following the interviews, the Personnel Committee will submit their recommendation to the Board of Commissioners.
7. During a regular or special Board of Commissioners meeting, the Board will act to either accept or reject the recommendation of the Committee.
8. If the Board approves the recommendation of the Personnel Committee, the procedure ends with the appointment of a new Department Head.

If the Board rejects the recommendation of the Personnel Committee or if at any other point of this procedure the process cannot proceed to the next step (i.e. no applications are received, no applicants are deemed qualified, no interviewee is deemed suitable, etc.), the Executive Assistant will advertise the position in a newspaper of general circulation within Huron County and/or in major newspapers and professional publications, as needed; and the process will begin again at Step 2– this time the position will be open to any qualified individual from any source.

## HEALTH INSURANCE

The County currently provides health insurance coverage for full-time, salaried employees, and elected officials, and his/her spouse and children. Spouse is defined as that person, if any, who is lawfully married to the employee. The County reserves the right to change health insurance carriers, as may be determined solely by the County. Prior to changing carriers, the County shall notify the employees thirty (30) days in advance. The Employer also currently provides a Prescription Drug Rider in addition to the health insurance described above.

During the probationary period, new employees are eligible for those benefits that are required by law, such as Social Security and workers' compensation insurance. Further, employees shall be eligible for health, dental, and vision insurance following a period of thirty (30) days. After becoming regular full time employees, they may also be eligible for other Huron County-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

The County currently provides dental insurance coverage for regular, full-time employees and elected officials, which is an 80-20 co-pay, with a \$1,000 limit per year. The County reserves the right to change insurance carriers at its sole discretion.

The County shall pay \$400 per month to an employee in lieu of taking County Health Insurance. There shall be no double coverage and there shall be no "in lieu of" health insurance payment to an employee if their spouse is also an employee of the County of Huron in the Sheriff Department, County Building, Central Dispatch, or the Annex Building. Applications for this may be obtained in the County Clerk's office. In the event the employee's spouse is no longer covered with Health Insurance coverage, the employee may come back under the County's Health care program by making application at the clerk's office at which time the \$400 per month to the employee would be discontinued.

Prior to changing carriers, the County shall notify the employees thirty (30) days in advance.

The County currently provides vision care expense benefits. The County reserves the right to change insurance carriers as determined by the County. Prior to changing carriers, the County shall notify the employees thirty (30) days in advance. A copy of the provisions outlining the copayments and restrictions to vision care expense benefits may be obtained from the Huron County Clerk.

An eligible regular, full-time employee shall become insured as soon as permissible under the insurance plans following satisfactory completion of the probationary period.

Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the County and the carriers. Any rebates or refunds on premiums paid by the County shall accrue to the County. The County reserves the right to select the carrier or change carriers, providing that the benefits are comparable.

**HURON COUNTY PLAN OPTIONS FOR JANUARY 1, 2013 (PREPARED JUNE 11, 2012)**

	Community Blue PRO Plan 1 Group 06701/002 Buy-Up Plan	Community Blue PRO Plan 2 Group 06701/001 Buy-Up Plan	Community Blue PRO Plan 3 Group 06701/664 Buy-Up Plan	Community Blue PRO Plan 4 Group 06701 (New Plan) Base Plan
<b>Deductibles, Copays and Dollar Maximums</b>				
Deductible	None	\$100 per member, \$200 per family per calendar year	\$250 per member, \$500 per family per calendar year	\$500 per member, \$1,000 per family per calendar year
Fixed Dollar Copays	\$20 for office visits and \$50 for emergency room visits	Note: Deductible waived if service is performed in a PPO physician's office \$20 for office visits and \$50 for emergency room visits	Note: Deductible waived if service is performed in a PPO physician's office \$10 for office visits and \$50 for emergency room visits	Note: Deductible waived if service is performed in a PPO physician's office \$20 for office visits and \$100 for emergency room visits
Percent Copays	50% for mental health care, substance abuse treatment and private duty nursing	10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse treatment and	20% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse treatment and	20% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse treatment and
Copay Maximum	Fixed Dollar Copays: None			
Dollar Maximums	Percent Copays: Not Applicable	Percent Copays: \$500 per member, \$1,000 per family per calendar year	Percent Copays: \$1,000 per member, \$2,000 per family per calendar year	Percent Copays: \$1,500 per member, \$3,000 per family per calendar year
	None	None	None	None
<b>Preventive care services</b>				
Health maintenance exam - Includes chest x-ray, EKG and select lab procedures	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year
Gynecological exam	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year
Pap smear - laboratory and pathological services	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year
Well baby and child care	100% (no deductible or copay) • 6 visits, birth through twelve months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit.	100% (no deductible or copay) • 6 visits, birth through twelve months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit.	100% (no deductible or copay) • 6 visits, birth through twelve months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit.	100% (no deductible or copay) • 6 visits, birth through twelve months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit.
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)			
Fecal occult blood screening	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year	100% (no deductible or copay), one per calendar year
Routine mammogram and related screening	100% (No deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay	100% (No deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay	100% (No deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay	100% (No deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay
Colonoscopy - Routine or medically necessary	One per member per calendar year 100% for the first billed colonoscopy (No deductible or copay) Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay	One per member per calendar year 100% for the first billed colonoscopy (No deductible or copay) Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay	One per member per calendar year 100% for the first billed colonoscopy (No deductible or copay) Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay	One per member per calendar year 100% for the first billed colonoscopy (No deductible or copay) Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay

	Community Blue PPO Plan 1 Group 06701/002 Buy Up Plan	Community Blue PPO Plan 2 Group 06701/001 Buy Up Plan	Community Blue PPO Plan 3 Group 06701/664 Buy Up Plan	Community Blue PPO Plan 4 Group 06701 (New Plan) Base Plan
<b>Physician Office Services</b>				
Office visits	\$20 copay per visit for specific office services 100% (no deductible or copay)	\$20 copay per office visit 90% after In-network deductible	\$20 copay per office visit 80% after In-network deductible	\$20 copay per office visit 80% after In-network deductible
Outpatient and Home Visits	\$20 copay per visit for specific office services 100% (no deductible or copay)	\$20 copay per office visit 90% after In-network deductible	\$20 copay per office visit 80% after In-network deductible	\$20 copay per office visit 80% after In-network deductible
Office consultations	\$20 copay per visit for specific office services 100% (no deductible or copay)	\$20 copay per office visit 90% after In-network deductible	\$20 copay per office visit 80% after In-network deductible	\$20 copay per office visit 80% after In-network deductible
Urgent care visits	\$20 copay per visit for specific office services 100% (no deductible or copay)	\$20 copay per office visit 90% after In-network deductible	\$20 copay per office visit 80% after In-network deductible	\$20 copay per office visit 80% after In-network deductible
<b>Emergency Medical Care</b>				
Hospital emergency room	\$50 copay, waived if admitted or for an accidental injury 100% (no deductible or copay)	\$50 copay per visit (copay waived if admitted or for an accidental injury) 90% after In-network deductible	\$50 copay per visit (copay waived if admitted or for an accidental injury) 80% after In-network deductible	Covered - \$100 copay per visit (copay waived if admitted or for an accidental injury) 80% after In-network deductible
<b>Ambulance</b>				
Diagnosis and pathological services	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
Laboratory tests & x-rays	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
Radiation Therapy	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
<b>Maternity</b>				
Prenatal and postnatal care	100% (no deductible or copay)	100% (no deductible or copay)	100% (no deductible or copay)	100% (no deductible or copay)
Delivery and nursery care	100% (no deductible or copay)	90% after In-network deductible Includes delivery provided by a certified nurse midwife	80% after In-network deductible Includes delivery provided by a certified nurse midwife	80% after In-network deductible Includes delivery provided by a certified nurse midwife
<b>Hospital Care</b>				
Inpatient	100% (no deductible or copay), unlimited days (semi-private, inpatient physician care, general nursing care, hospital services and supplies) Note: Non-emergency services must be rendered in a participating hospital	90% after In-network deductible, unlimited days (semi-private, inpatient physician care, general nursing care, hospital services and supplies) Note: Non-emergency services must be rendered in a participating hospital	80% after In-network deductible, unlimited days (semi-private, inpatient physician care, general nursing care, hospital services and supplies) Note: Non-emergency services must be rendered in a participating hospital	80% after In-network deductible, unlimited days (semi-private, inpatient physician care, general nursing care, hospital services and supplies) Note: Non-emergency services must be rendered in a participating hospital
Chemotherapy	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
Alternatives to Hospital	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
Skilled Nursing	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
Hospice	Up to 120 days per calendar year Covered - 100%	Up to 120 days per calendar year 100% (no deductible or copay)	Up to 120 days per calendar year 100% (no deductible or copay)	Up to 120 days per calendar year 100% (no deductible or copay)
Home Health	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods; limited to dollar maximum that is adjusted periodically 100% (no deductible or copay)	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods; limited to dollar maximum that is adjusted periodically 90% after In-network deductible, Unlimited visits	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods; limited to dollar maximum that is adjusted periodically 80% after In-network deductible, Unlimited visits	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods; limited to dollar maximum that is adjusted periodically 80% after In-network deductible, Unlimited visits
Home infusion therapy	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
<b>Surgical Services</b>				
Surgery and related services	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
Presurgical consultations	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	100% (no deductible or copay)
Voluntary Sterilization	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
<b>Organ Transplants</b>				
Specified Organ Transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay)	100% (no deductible or copay)	100% (no deductible or copay)
Bone Marrow - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504), specific criteria applies	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
Specified oncology clinical trials	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
<b>Kidney, Cornea and Skin</b>				
Mental Health and Substance Abuse	100% (no deductible or copay)	90% after In-network deductible	80% after In-network deductible	80% after In-network deductible
Inpatient mental health care	50%	50% after In-network deductible	50% after In-network deductible	50% after In-network deductible
Inpatient substance abuse treatment	50%	50% after In-network deductible	50% after In-network deductible	50% after In-network deductible
Outpatient mental health care	50%	50% after In-network deductible (Facility and Clinic)	50% after In-network deductible (Facility and Clinic)	50% after In-network deductible (Facility and Clinic)
Outpatient substance abuse treatment	50%	50% after In-network deductible (Physician's Office)	50% after In-network deductible (Physician's Office)	50% after In-network deductible (Physician's Office)
Up to the state-dollar amount that is adjusted annually	Up to the state-dollar amount that is adjusted annually	Up to the state-dollar amount that is adjusted annually	Up to the state-dollar amount that is adjusted annually	Up to the state-dollar amount that is adjusted annually

	Community Blue Pro Plan 1 Group 06701/002 Buy Up Plan	Community Blue Pro Plan 2 Group 06701/001 Buy Up Plan	Community Blue Pro Plan 3 Group 06701/664 Buy Up Plan	Community Blue Pro Plan 4 Group 06701 (New Plan) Base Plan
Other Services				
Outpatient Diabetes Management Program (ODMP)	100% (no deductible or copay)	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training
Allergy Testing & Therapy	100% (no deductible or copay)			
Chiropractic Spinal Manipulation	\$20 copay per visit Up to 24 visits per calendar year	\$20 copay per visit Up to 24 visits per calendar year	\$20 copay per visit Up to 24 visits per calendar year	\$20 copay per visit Up to 24 visits per calendar year
Outpatient Physical, Speech and Occupational Therapy	100% (no deductible or copay/facility and clinic)	90% after in-network deductible (Facility and Clinic)	80% after in-network deductible (Facility and Clinic)	80% after in-network deductible (Facility and Clinic)
Durable Medical Equipment	100% (no deductible or copay)	90% after in-network deductible (Physician's Office) - excludes speech and occupational therapy A combined 60-visit maximum per calendar year	80% after in-network deductible (Physician's Office) - excludes speech and occupational therapy A combined 60-visit maximum per calendar year	80% after in-network deductible (Physician's Office) - excludes speech and occupational therapy A combined 60-visit maximum per calendar year
Implanted Prosthetic and Orthotic Appliances	100% (no deductible or copay)	90% after in-network deductible	80% after in-network deductible	80% after in-network deductible
Private Duty Nursing	50%	50% after in-network deductible	50% after in-network deductible	50% after in-network deductible
<b>PRESCRIPTION DRUG COVERAGE</b>				
<b>Copays</b>				
Generic Drugs	\$10 for each generic drug			
Preferred brand name drugs	\$40 for each nonformulary drug			
Non preferred brand name drugs	\$40 for each nonformulary drug	\$40 for each nonformulary drug	\$40 for each nonformulary drug	\$80 for each nonformulary drug
Mail Order (Home Delivery) Prescription Drugs	Covered- Copay is a separate copay amount for covered drugs up to 30 day supply for prescription or refill. Copay is double for drugs between 31 and 90 day supply for prescription or refill	Covered- Copay is a separate copay amount for covered drugs up to 30 day supply for prescription or refill. Copay is double for drugs between 31 and 90 day supply for prescription or refill	Covered- Copay is a separate copay amount for covered drugs up to 30 day supply for prescription or refill. Copay is double for drugs between 31 and 90 day supply for prescription or refill	Covered- Copay is a separate copay amount for covered drugs up to 30 day supply for prescription or refill. Copay is double for drugs between 31 and 90 day supply for prescription or refill
Mail order prescription drugs	Copay for up to a 30 day supply: \$10 copay for generic drugs \$40 for each nonformulary drug \$40 for each nonformulary drug Copay for a 31 to 90 day supply: \$20 copay for generic drugs \$80 for each nonformulary drug	Copay for up to a 30 day supply: \$10 copay for generic drugs \$40 for each nonformulary drug \$40 for each nonformulary drug Copay for a 31 to 90 day supply: \$20 copay for generic drugs \$80 for each nonformulary drug	Copay for up to a 30 day supply: \$10 copay for generic drugs \$40 for each nonformulary drug \$40 for each nonformulary drug Copay for a 31 to 90 day supply: \$20 copay for generic drugs \$80 for each nonformulary drug	Copay for up to a 30 day supply: \$10 copay for generic drugs \$40 for each nonformulary drug \$40 for each nonformulary drug Copay for a 31 to 90 day supply: \$20 copay for generic drugs \$80 for each nonformulary drug \$160 for each nonformulary drug
Rider RX 90	Expands retail coverage of prescription drugs to include a 84 to 90-day supply of medication, subject to one copay (prescriptions with days supply between 31 and 83 days are not covered via retail). Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider	Expands retail coverage of prescription drugs to include a 84 to 90-day supply of medication, subject to one copay (prescriptions with days supply between 31 and 83 days are not covered via retail). Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider	Expands retail coverage of prescription drugs to include a 84 to 90-day supply of medication, subject to one copay (prescriptions with days supply between 31 and 83 days are not covered via retail). Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider	Expands retail coverage of prescription drugs to include a 84 to 90-day supply of medication, subject to one copay (prescriptions with days supply between 31 and 83 days are not covered via retail). Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider
Mandatory maximum allowable cost drugs	No	No	No	If your prescription is filled by a network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the difference in cost between the BCRSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay regardless of whether you or your physician requests the brand name drug. Exception: If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCRSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay.

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Step therapy/prior authorization	No	No	No	A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy
<b>Dental Coverage</b>				
<b>Class I Services</b>				
Oral Exams	Covered - 80 %, twice per calendar year	Covered - 80 %, twice per calendar year	Covered - 80 %, twice per calendar year	Covered - 80 %, twice per calendar year
A set (up to 4) of bitewing X-rays	Covered - 80%, twice per calendar year			
Full Mouth and panoramic X-rays	Covered - 80 %, once every 36 months	Covered - 80 %, once every 36 months	Covered - 80 %, once every 36 months	Covered - 80 %, once every 36 months
Prophylaxis (teeth cleaning)	Covered - 80 %, twice per calendar year	Covered - 80 %, twice per calendar year	Covered - 80 %, twice per calendar year	Covered - 80 %, twice per calendar year
Fluoride treatment	Covered - 80%, two per calendar year			
Space maintainers - missing posterior (back) primary teeth	Covered - 80 %, once per quadrant per lifetime, for members under age 19	Covered - 80 %, once per quadrant per lifetime, for members under age 20	Covered - 80 %, once per quadrant per lifetime, for members under age 20	Covered - 80 %, once per quadrant per lifetime, for members under age 19
<b>Class II Services</b>				
Fillings - permanent teeth	Covered - 80%, replacement fillings covered after 24 months or more after initial filling	Covered - 80%, replacement fillings covered after 24 months or more after initial filling	Covered - 80%, replacement fillings covered after 24 months or more after initial filling	Covered - 80%, replacement fillings covered after 24 months or more after initial filling
Filling - primary teeth	Covered - 80%, replacement fillings covered after 12 months or more after initial filling	Covered - 80%, replacement fillings covered after 12 months or more after initial filling	Covered - 80%, replacement fillings covered after 12 months or more after initial filling	Covered - 80%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings - permanent teeth	Covered - 80%, once every 60 months per tooth, payable for members age 12 or older	Covered - 80%, once every 60 months per tooth, payable for members age 12 or older	Covered - 80%, once every 60 months per tooth, payable for members age 12 or older	Covered - 80%, once every 60 months per tooth, payable for members age 12 or older
Reconditioning of crowns, veneers, inlays, onlays and bridges	Covered - 80%, three times per tooth per calendar year after six months from original restoration	Covered - 80%, three times per tooth per calendar year after six months from original restoration	Covered - 80%, three times per tooth per calendar year after six months from original restoration	Covered - 80%, three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	Covered - 80%	Covered - 80%	Covered - 80%	Covered - 80%
Root canal treatment - permanent teeth	Covered - 80%, once every 12 months for tooth with	Covered - 80%, once every 12 months for tooth with	Covered - 80%, once every 12 months for tooth with	Covered - 80%, once every 12 months for tooth with
Scaling and root planing	Covered - 80%, once every 24 months per quadrant	Covered - 80%, once every 24 months per quadrant	Covered - 80%, once every 24 months per quadrant	Covered - 80%, once every 24 months per quadrant
Occlusal adjustments	Covered - 80%, up to five times in a 60-month period	Covered - 80%, up to five times in a 60-month period	Covered - 80%, up to five times in a 60-month period	Covered - 80%, up to five times in a 60-month period
Occlusal blebs/abrasions	Covered - 80%,once every 12 months			
General anesthesia or IV sedation	Covered - 80%, when medically necessary and performed with oral dental surgery	Covered - 80%, when medically necessary and performed with oral dental surgery	Covered - 80%, when medically necessary and performed with oral dental surgery	Covered - 80%, when medically necessary and performed with oral dental surgery
Palliative (emergency) treatment	Covered - 80%	Covered - 80%	Covered - 80%	Covered - 80%
Adjustment of dentures	Covered - 80%, six months or more after it is delivered	Covered - 80%, six months or more after it is delivered	Covered - 80%, six months or more after it is delivered	Covered - 80%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered - 80%, once every 36 months per arch	Covered - 80%, once every 36 months per arch	Covered - 80%, once every 36 months per arch	Covered - 80%, once every 36 months per arch
Tissue conditioning	Covered - 80%, once every 36 months per arch	Covered - 80%, once every 36 months per arch	Covered - 80%, once every 36 months per arch	Covered - 80%, once every 36 months per arch
Repair and adjustment of partial or complete dentures	Covered - 80%	Covered - 80%	Covered - 80%	Covered - 80%
<b>Class III Services</b>				
Removable dentures (complete and partial)	Covered - 50%	Covered - 50%	Covered - 50%	Covered - 50%
Bridges (fixed partial dentures) - for members age 16 or older	Covered - 50%	Covered - 50%	Covered - 50%	Covered - 50%
<b>Class IV Services - Orthodontic services for dependents under age 19</b>				
ORTHODONTICS	Covered - 50%	See Dollar Maximums	See Dollar Maximums	See Dollar Maximums
<b>Copays and Dollar Maximums</b>				
Copays	50% for Call II and III services			
Dollar Maximums	\$1,000 per member for all covered services (I, II, III combined)	\$1,000 per member for all covered services (I, II, III combined)	\$1,000 per member for all covered services (I, II, III combined)	\$1,000 per member for all covered services (I, II, III combined)
* Annual Maximum (for Class I,II and III services)	\$1,000	\$1,000	\$1,000	\$1,000
* Lifetime Maximum (for Class IV services)	\$1,000	\$1,000	\$1,000	\$1,000

**Community Blue PPO Plan 1**                      **Community Blue PPO Plan 2**                      **Community Blue PPO Plan 3**                      **Community Blue PPO Plan 4**  
 Group 06701/002                      Group 06701/001                      Group 06701/664                      Group 06701 (New Plan)  
 Buy Up Plan                      Buy Up Plan                      Buy Up Plan                      Base Plan

Blue Vision	Community Blue PPO Plan 1	Community Blue PPO Plan 2	Community Blue PPO Plan 3	Community Blue PPO Plan 4
<b>Eye Exam</b>	Covers a complete eye exam by an ophthalmologist or optometrist. The exam frames	Covered - \$5 copay, once every 24 months	Covered - \$5 copay, once every 24 months	Covered - \$5 copay, once every 24 months
	Covers standard eyeglass frames (not exceeding 60 mm in diameter). A wide selection of frames is available at each VCP network doctor location.	Covered - \$7.50 copay (one copay applies to both lenses and frames), once every 24 months	Covered - \$7.50 copay (one copay applies to both lenses and frames), once every 24 months	Covered - \$7.50 copay (one copay applies to both lenses and frames), once every 24 months
	Lenses	Covered - \$7.50 copay (one copay applies to both lenses and frames)	Covered - \$7.50 copay (one copay applies to both lenses and frames)	Covered - \$7.50 copay (one copay applies to both lenses and frames)
	Covers standard lenses prescribed and dispensed by an ophthalmologist or optometrist. Note: Additional pairs of prescription glasses and non-covered lens options are discounted when obtained from a VSP doctor.	Covered - \$7.50 copay (one copay applies to both lenses and frames) One pair every 24 consecutive months	Covered - \$7.50 copay (one copay applies to both lenses and frames) One pair every 24 consecutive months	Covered - \$7.50 copay (one copay applies to both lenses and frames) One pair every 24 consecutive months
	<b>Contact Lenses:</b> Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both	Covered - \$7.50 copay	Covered - \$7.50 copay	Covered - \$7.50 copay
	Covers medically necessary contact lenses (that meet medically necessary criteria) Covers elective contact lenses that improve vision (prescribed, but do not meet medically necessary criteria)	Covered - \$7.50 copay One pair every 24 consecutive months	Covered - \$7.50 copay One pair every 24 consecutive months	Covered - \$7.50 copay One pair every 24 consecutive months
	<b>Copays</b>			
	• Eye Exam	\$5 copay	\$5 copay	\$5 copay
	• Frames and/or lenses or medically necessary contact lenses	A combined \$7.50	A combined \$7.50	A combined \$7.50

## **RETIREMENT**

The County currently provides the Michigan Municipal Employees Retirement System (MERS). Rules concerning eligibility, contributions, coverage, and benefits under the program and all other rules concerning the maintenance of the program will be as are established under the program. The program in effect is the MERS B-3, FAC-3, F-55 with fifteen (15) years of service, E, E-1 and E-2, with an employee contribution of three (3%) percent of the first \$4,200.00 of their annual pay and five (5%) percent of portions over \$4,200.00.

Effective January 1, 2018, the MERS program available to employees hired on or after January 1, 2018 will be a Defined Contribution program. The County will contribute 6%, plus up to an additional 3% per employee under the program. Vesting for this program will be immediate.

The County currently offers a Deferred Compensation Program to its employees through payroll deductions.

As adopted by the Board of Commissioners in Resolution No. 01-81 on April 10, 2001, the County will allow current, full-time employees to obtain credit for prior part-time employment with the County, if the employee otherwise meets all of the requirements established by the MERS, and pays, in full, any required employee and employer contribution to MERS for said service.

This policy shall be strictly limited to only allow for the purchase of credited time for prior part-time employment, for the sole purpose of enhancing the employee's monthly pension benefit. The service purchased under this policy shall not be credited until the employee attains the vesting requirement in effect for the County and it shall not be used to satisfy the minimum years of credited service required to be a vested former employee in the event of termination of employment. Further, the service purchased under this policy shall not be used to enhance, supplement, modify, or in any way affect any other benefit provided by the County, including, but not limited to the insurance benefit provided to employees upon retirement.

## FREEDOM OF INFORMATION ACT

### WRITTEN SUMMARY:

Pursuant to Section 4 of the Michigan Freedom of Information Act, MCL 15.234, (the “FOIA” or the “Act”) the County of Huron, (the “public body”), issues this written public summary of the following:

How to Submit Written Requests to the Public Body: The public body requires individuals or entities to submit FOIA requests in writing. FOIA requests may be mailed to the following address:

FOIA Coordinator  
Huron County Board of Commissioners  
250 E. Huron Avenue  
Bad Axe, Michigan 48413

An individual or entity may also make a request in person at the [designate an office of the public body], or email a request to boc@co.huron.mi.us or fax a request to (989) 269-6152.

Please review the following checklist to ensure a timely and accurate response to a request:

- a. Make sure the correspondence is addressed to the “FOIA Coordinator” and includes the proper address and/or fax number.
- b. Clearly state that the request is being made for a public record(s) pursuant to the “Freedom of Information Act” or the “FOIA.”
- c. Describe the public record(s) requested in sufficient detail so that it can be more-easily identified and located.
- d. Describe the subject matter of the public record(s) requested and, if possible, the approximate date that the public record(s) was created.
- e. Clearly state the manner in which you prefer the public body to provide the public records, such as: paper copies, non-paper physical media, email, etc. (please note, all requests must be within the technological capabilities of the public body).
- f. You can stipulate that public records be provided on nonpaper, physical media, electronically mailed, or otherwise electronically provided in lieu of paper copies. If the requested public records are available on the County of Huron’s website and the response includes the website address, then any request for paper format or other form, such as electronic form, may result in additional charges.

How to Understand the Public Body’s Written Responses: When the FOIA Coordinator receives a written request for a public record, the FOIA Coordinator, or his or her designee, shall, in not more than five (5) business days after the public body receives the request, respond to the request in one of the following ways:

- a. Grant the request.

- b. Issue a written notice to the requestor denying the request.
- c. Grant the request in part and issue a written notice to the requestor denying the request in part.
- d. Issue a written notice extending, for not more than ten (10) business days, the period during which the public body shall respond to the request.

Deposit Requirements: If the estimated cost of responding to a request exceeds \$50.00, the public body may require a good faith deposit of 50% to be submitted before the request is processed. Once the good faith deposit is submitted, the public body will process the request. The balance of the cost of the request must be paid before copies may be picked up, mailed, or delivered. Good faith deposits and fees charged for responding to FOIA requests may be mailed to the following address:

FOIA Coordinator  
Huron County Board of Commissioners  
250 East Huron Avenue  
Bad Axe, Michigan, 48413

Fee Calculations: Please review the attached Fee Itemization Form, which provides a line-by-line summary and explanation of the fees that the public body may charge in response to a request, pursuant to Section 4 of the Act (MCL 15.234(1)).

Avenues for Challenge and Appeal: If the requestor believes the fee estimated or charged for the request exceeds the amount permitted under the public body's procedures and guidelines or Section 4 of the Act, the requestor must:

- a. Submit to the Huron County Board of Commissioners a written appeal for a fee reduction that specifically states the word "appeal" and identifies why the requestor believes the required fee exceeds the amount permitted under the public body's procedures and guidelines or Section 4 of the Act. If the requestor disagrees with the public body's final determination, the requestor may, after exhausting internal administrative remedies, commence a civil action in Circuit Court where the County of Huron is located for a fee reduction. The civil action must be filed within 45 days of the public body's final determination to deny a request pursuant to Section 10(1)(b) of the Act.

Any written response denying a request for a public record, in whole or in part, is a final determination to deny the request or portion of that request. A requestor may file an appeal with the Huron County Board of Commissioners or may seek judicial review of the denial, pursuant to Section 10 of the Act (MCL 15.240). A requestor may receive attorneys' fees and damages pursuant to the Act if the Court determines that the public body has not complied with Section 5 (MCL 15.235) of the Act and orders the disclosure of all or a portion of a public record.

## **PROCEDURES & GUIDELINES:**

It is the policy of the County of Huron (the “public body”) that all persons are entitled to full and complete information regarding governmental decision-making, consistent with the Michigan Freedom of Information Act (the “FOIA” or the “Act”).

For the purpose of these procedures and guidelines, a “public record” means: a writing prepared, owned, used, in the possession of, or retained by the County of Huron in the performance of an official function, from the time it is created. Public record does not include computer software.

### **Procedures & Guidelines:**

#### **GENERAL INFORMATION**

1. All officers, employees, and agents of the public body shall protect public records from loss, unauthorized alteration, mutilation, or destruction.
2. The chairperson of the Huron County Board of Commissioners is hereby designated the “FOIA Coordinator” (or his/her designee) with the authority and responsibilities stated in the Act and these procedures and guidelines.
3. The FOIA Coordinator shall be responsible to accept and process all written requests for public records under the Act and shall be responsible for approving a denial under Section 5 of the Act (MCL 15.235).
4. These procedures and guidelines regarding time frames, appeals, and fees do not apply to public records prepared for, or disclosed pursuant to another act or statute (i.e., requests for medical records made pursuant to the Public Health Code, or requests made pursuant to the Public Employment Relations Act or the Bullard-Plawecki Employee Right to Know Act, etc.).

#### **WRITTEN REQUESTS**

1. All individuals desiring to inspect or receive a copy of a public record shall make a written request to the FOIA Coordinator that describes the public record sufficiently to enable the FOIA Coordinator, or his/her designee, to identify and locate the public record.
2. The FOIA Coordinator, or any other designee, is not required to respond to oral requests for public records, but may do so for routine requests that can be granted immediately.
3. If a written request is received directly by a public body employee other than the FOIA Coordinator, the original shall be promptly forwarded to the FOIA Coordinator. The date the public body employee receives the request shall be considered the date the request is validly received by the public body, for the purpose of determining when a response is due.
4. A written request made by facsimile, electronic mail, or other electronic transmission is not received by the FOIA Coordinator until one business day after the electronic submission is made. If a request is delivered to a spam or junk mail folder, the request is not received by the FOIA Coordinator until one business day after it is discovered.
5. Upon receiving a written request for a public record pursuant to these procedures and guidelines, a person or entity has the right to inspect, copy, or receive copies of the requested public record(s), unless the requested public record is exempt from disclosure pursuant to Section 13 of the Act (MCL 15.243), as amended. If the exempt status of any request is

- questioned, legal counsel should be consulted. New public records, compilations, summaries, and/or reports of information shall not be created in response to a FOIA request.
6. Upon request for public inspection, the FOIA Coordinator, or any other designee, shall furnish a requestor a reasonable opportunity for inspection and examination of the requested public records, subject to applicable exemptions, and shall furnish reasonable facilities for making memoranda or abstracts from its public records during regular business hours.
  7. A requestor may stipulate that the public records be provided on non-paper physical media, electronically mailed, or otherwise electronically provided to him or her in lieu of paper copies. Notwithstanding the foregoing, such stipulation must be within the technological capabilities of the public body.
  8. A person or entity may subscribe to future issuances of public records that are created, issued, or disseminated on a regular basis. A subscription shall be valid for up to six months, at the request of the subscriber, and shall be renewable.
  9. If a requested public record may be obtained on the public body's website or webpage, the FOIA Coordinator shall notify the requestor in writing of such availability and provide the direct internet address or link to obtain such public record. If, after receiving such written notification from the FOIA Coordinator, the requestor notifies the public body that he or she continues to want the public body to provide a copy of the available public record, in any format, the public body shall process such request and may impose additional labor costs as specified within Article IV below.

#### **REQUEST PROCESSING**

1. When the County of Huron receives a written request for a public record, the FOIA Coordinator, or any other designee, shall, in not more than five (5) business days after the public body receives the request, respond to the request by one of the following:
  - a. Grant the request.
  - b. Issue a written notice to the requestor denying the request.
  - c. Grant the request in part and issue a written notice to the requestor denying the request in part.
  - d. Issue a written notice extending, for not more than ten (10) business days, the period during which the public body shall respond to the request.
2. Any failure to respond to a written request as provided for above constitutes the public body's determination to deny the request.
3. Any written response denying a request for a public record, in whole or in part, is a final determination to deny the request or portion of that request. A denial response should contain the following:
  - a. An explanation of the basis under the Act or other statute for the determination that a public record(s), or portion(s) thereof, is exempt from disclosure, if that is the reason for denying all or part of a request.
  - b. A statement that the public record(s) do not exist under the name/description given by the requestor or by another name reasonably known to the public body.

- c. A description of a public record(s) or information on a public record that is separated or deleted if such separation or deletion is made.
- d. A full explanation of the requestor's right to either file an appeal with the Huron County Board of Commissioners (i.e., Board, Commission, etc.)] or seek judicial review of the denial pursuant to Section 10 of the Act (MCL 15.240).
- e. Notice that a requestor may receive attorneys' fees and damages pursuant to the Act if the Court determines that the public body has not complied with Section 5 (MCL 15.235) of the Act and orders disclosure of all or a portion of a public record.

## **DEPOSIT & FEES**

1. Fees for responding to any request shall include duplication (copying) costs and mailing costs. Duplication (copying) costs shall be set from time to time by resolution of the Huron County Board of Commissioners in an amount that does not exceed 10 cents per page (8½ x 11 and 8½ x 14). The public body shall use the most economical method of duplication (*i.e.*, double-siding, etc.) and the least expensive form of postal delivery, unless a more expensive method is specifically requested by the FOIA requestor.
2. The cost of hourly labor may also be charged if the failure to do so will result in unreasonably high costs to the public body because of the nature of the request in a particular instance. If such is the case, the public body shall specifically identify the nature of these unreasonably high costs. For purposes of these procedures and guidelines, "unreasonably high costs" shall generally mean calculated labor costs that are estimated to exceed \$50.00, inclusive of salary or wage and fringe benefits.
3. Labor costs shall include the cost of the search, examination, review, separation, and/or deletion of exempt information from non-exempt information in order to fulfill a request.
4. Labor costs will be calculated using the wage of the lowest paid public body employee capable of searching for, locating, and examining the public record(s), regardless of whether that person is available or actually performs the labor. Labor costs shall be charged in increments of at least 15 minutes or more with all partial time increments rounded down. The public body may also add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits. If it does so, it will clearly note the percentage multiplier used to account for benefits in the detailed itemization form. Subject to the 50% limitation, the public body shall not charge more than the actual cost of fringe benefits, and overtime wages shall not be used in calculating the cost of fringe benefits. Notwithstanding the foregoing, 100% of fringe benefit costs may be added to the applicable labor charge if a requestor is notified in writing that public records are available on the public body's website or webpage and the requestor continues to request that the public body provide a copy, in any format, of the available public record.
5. Overtime wages shall not be included in the calculation of labor costs unless the requestor specifically approves the use of overtime in writing, and overtime wages are clearly noted in the detailed itemization form.
6. If the public body does not employ a person in-house who is capable of separating exempt from non-exempt information in a particular instance, as determined by the FOIA Coordinator, it may utilize an outside contractor. In those instances, the public body shall clearly note the name of the contractor or firm on the detailed itemization form. The cost of the contractor's labor, including necessary review directly associated with separating and

- deleting exempt information from non-exempt information, shall not exceed an amount equal to 6 times the state minimum hourly wage rate.
7. The public body will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.
  8. The public body may require a good faith deposit (not to exceed 50% of the total labor and duplication costs) from the requestor, if the total estimated fee exceeds fifty dollars (\$50.00). A request for a good faith deposit shall include a detailed itemization of the fee the public body estimates or charges pursuant to the Act. Additionally, a request for a good faith deposit shall include a best efforts estimate regarding the time frame it will take to comply with the Act in providing the public records to the requestor. The public body may require a one-hundred percent (100%) deposit from a requestor who has not previously paid a fulfilled FOIA request, provided the requirements in Section 5 of the Act are met.
  9. All fees and deposits calculated under these procedures and guidelines shall be listed within a detailed itemization form that shall be provided to the requestor. A copy of such form is attached hereto and incorporated by reference.
  10. Pursuant to Section 4(2) of the Act, the public body shall search for and furnish a copy of a public record without charge for the first \$20.00 of the fee for each request made by either of the following:
    - a. An individual who is entitled to information under the Act and who submits an affidavit stating that the individual is indigent and receiving specific public assistance or, if not receiving public assistance, stating facts showing an inability to pay the cost because of indigence. If an individual is ineligible for a discount, then the public body will inform the individual of the specific reason for the ineligibility in its written response. The right to financial assistance for indigent individuals shall not apply where:
      - (i) an individual has received discounted copies of public records from public body twice during the calendar year; or
      - (ii) an individual requests information in conjunction with outside parties who are offering or providing payment, or other remuneration to the individual to make the request.
    - b. A non-profit organization formally designated by the state to carry out activities under Subtitle C of The Developmental Disabilities Assistance And Bill Of Rights Act of 2000, Public Law 106-402, and The Protection And Advocacy For Individuals With Mental Illness Act, Public Law 99-319, or their successors provided the following requirements are satisfied:
      - (i) The request is made directly on behalf of the organization or its clients;
      - (ii) the request is made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, MCL 330.1931; and
      - (iii) the request is accompanied by documentation of its designation by the State, if requested by public body.

11. The public body may waive any charges if the FOIA Coordinator determines the cost is de minimis. For purposes of these procedures and guidelines, “de minimis” shall mean a calculated fee that is estimated to be less than \$10.00, inclusive of labor costs, duplication and mailing.

#### **FEE DISPUTE APPEAL**

1. If the requestor believes the fee estimated or charged for the request exceeds the amount permitted under these procedures and guidelines or Section 4 of the Act, the requestor is required to submit to the Huron County Board of Commissioners a written appeal for a fee reduction that specifically states the word “appeal” and identifies how the required fee exceeds the amount permitted under these procedures and guidelines or Section 4 of the Act.
2. Within 10 business days after receiving a written appeal, the Huron County Board of Commissioners shall do one of the following:
  - a. Waive the fee.
  - b. Reduce the fee and issue a written determination to the requestor indicating the specific basis under Section 4 of the Act that supports the remaining fee. The determination shall include a certification from the Huron County Board of Commissioners that the statements in the determination are accurate and that the reduced fee complies with these procedures and guidelines and Section 4 of the Act.
  - c. Uphold the fee and issue a written determination to the requestor indicating the specific basis under Section 4 of the Act that supports the required fee. The determination shall include a certification from the Huron County Board of Commissioners that the statements in the determination are accurate and that the fee complies with these procedures and guidelines and Section 4 of the Act.
  - d. Issue a notice extending, for not more than 10 business days, the period during which the Huron County Board of Commissioners shall respond to the written appeal. The notice of extension shall include a detailed reason or reasons why the extension is necessary. The Huron County Board of Commissioners shall not issue more than one notice of extension for a particular written appeal.
3. If a requestor disagrees with the public body’s determination, the requestor may commence an action in Circuit Court in the County in which public body is located, within 45 days of the public body’s determination, to seek a fee reduction.

#### **RIGHT TO APPEAL A DENIAL OF A PUBLIC RECORD REQUEST**

1. If a requestor desires to appeal a denial of a request for a public record, in whole or in part, the requestor may submit a written appeal to the Huron County Board of Commissioners or may seek judicial review of the denial, pursuant to Section 10 of the Act (MCL 15.240). A written appeal to the Huron County Board of Commissioners shall specifically state the word “appeal” and identify the reason(s) for reversal of the denial.
2. Within 10 business days after receiving a written appeal, the Huron County Board of Commissioners shall do one of the following:
  - a. Reverse the disclosure denial.
  - b. Issue a written notice to the appellant upholding the denial.

- c. Reverse the denial in part and issue a written notice to the appellant upholding the denial in part.
  - d. Under unusual circumstances, issue a notice extending, for not more than 10 business days, the period during which the Huron County Board of Commissioners shall respond to the written appeal. The Huron County Board of Commissioners shall not issue more than 1 notice of extension for a particular written appeal.
3. The Huron County Board of Commissioners is not considered to have received a written appeal until its next regularly scheduled meeting after the appeal is submitted.
  4. Any failure to respond to an appeal shall be considered a decision to uphold the denial. If an appeal is denied in whole or in part by the Huron County Board of Commissioners, the appellant may seek judicial review of the nondisclosure by commencing an action in Circuit Court in the County in which public body is located.

**FEE ITEMIZATION FORM:**

Pursuant to Section 4 of the Michigan Freedom of Information Act, MCL 15.234 (the “FOIA” or the “Act”), the following costs will be charged for responses to FOIA requests, pursuant to the FOIA Fee Schedule adopted and periodically revised by the public body.<sup>i</sup>

Y / N (circle one): A fee for labor cost is being charged because the failure to do so will result in unreasonably high costs to the public body because of the nature of the request in this particular instance. Specifically, [identify the nature of this unreasonably high cost(s)].

Labor costs shall not be more than the hourly wage of the public body’s lowest-paid employee capable of performing the labor in the particular instance, regardless of whether that person is available or actually performs the labor. Labor costs will be estimated and charged in [# must be 15-minutes or more]-minute time increments. All partial time increments will be rounded down. No overtime will be charged unless the person making the request provides written approval. If the number of minutes is less than 15, there will be no charge. If the public body charges to cover or partially cover the cost of fringe benefits, it will use a [# cannot exceed 50]-percent multiplier to account for those benefits.<sup>ii</sup>

1. LABOR COST TO LOCATE <sup>iii</sup>		
Hourly Wage Charged = \$ _____.	It is estimated to take [ ] minutes to perform this task ÷ [ ] minute increments = ____ increment(s).	<b>Subtotal Cost = \$ _____</b>
OT Wages (as Stipulated by the Requestor) = \$ _____.		
Charge per increment = \$ _____.		
or		
Hourly Wage with Fringe Benefit Cost = \$ _____.		
Charge per increment = \$ _____.		

2. LABOR COST TO COPY <sup>iv</sup>		
Hourly Wage Charged = \$ _____.	It is estimated to take [ ] minutes to perform this task ÷ [ ] minute increments = ____ increment(s).	<b>Subtotal Cost = \$ _____</b>
OT Wages (as Stipulated by the Requestor) = \$ _____.		
Charge per increment = \$ _____.		
or		
Hourly Wage with Fringe Benefit Cost = \$ _____.		
Charge per increment = \$ _____.		

3. EMPLOYEE LABOR COST TO SEPARATE EXEMPT FROM NON-EXEMPT MATERIAL <sup>v</sup>		
Hourly Wage Charged = \$ _____.	It is estimated to take [ ] minutes to perform this task ÷ [ ] minute increments = ____ increment(s).	<b>Subtotal Cost = \$ _____</b>
Charge per increment = \$ _____.		
or		
Hourly Wage with Fringe Benefit Cost = \$ _____.		
Charge per increment = \$ _____.		

<b>4. CONTRACTED LABOR COST TO SEPARATE EXEMPT FROM NON-EXEMPT MATERIAL</b> <sup>vi</sup>		
Name of contracted person or firm = _____		
Hourly Wage Charged = \$ _____.	It is estimated to take [_____] minutes to perform this task ÷ [_____] minute increments = ____ increment(s).	<b>Subtotal Cost</b> <sup>vii</sup> = \$ _____
Charge per increment = \$ _____.		
or		
Hourly Wage with Fringe Benefit Cost = \$ _____.		
Charge per increment = \$ _____.		

<b>5. COPYING (DUPLICATION OR PRINTING) COST</b> <sup>viii</sup>		
Letter (8 1/2 x 11-inch, single- or double-sided): ____ cents per sheet	Number of sheets = _____	Cost = \$ _____
Legal (8 1/2 x 14-inch, single- or double-sided): ____ cents per sheet	Number of sheets = _____	Cost = \$ _____
Other paper sizes (single- or double-sided): ____ cents per sheet	Number of sheets = _____	Cost = \$ _____
Actual and most reasonably economical cost of non-paper physical digital media (or being provided to the requestor in such format as stipulated) = \$ _____ <i>Circle applicable:</i> Disc / Tape / Drive / Other Digital Medium Cost per Item:	Number of items = _____	Cost = \$ _____
<b>Subtotal Cost = \$ _____</b>		

<b>6. MAILING COST</b> <sup>ix</sup>		
	Number of envelope(s), package(s), stamp(s), etc.	
Cost of Envelope or Package = \$ _____	_____	Cost = \$ _____
Postage = \$ _____ per stamp.	_____	Cost = \$ _____
Postage = \$ _____ per pound.	_____	Cost = \$ _____
Postage = \$ _____ per package.	_____	Cost = \$ _____
Postal Delivery Confirmation = \$ _____.	_____	Cost = \$ _____
Expedited Shipping or Insurance, if requested = \$ _____.	_____	Cost = \$ _____
<b>Subtotal Cost = \$ _____</b>		

Affidavit of Indigency Submitted? <u>Y</u> / <u>N</u> <sup>x</sup> Qualified Non-Profit Organization per Section 4(2)(f)(2)(b) of the FOIA? <u>Y</u> / <u>N</u>	If Yes, subtract \$20.00	(\$ _____)
<b>TOTAL ESTIMATED FEE = \$ _____</b>		
If the estimated cost exceeds \$50.00, a good faith deposit of 50% is required before the request will be processed.	50% Deposit = \$ _____.	Date Paid = ____/____/____.
The request will be processed, but the balance of the cost must be paid before copies may be picked up, delivered, or mailed.	Balance Due = \$ _____.	Date Paid = ____/____/____.

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<sup>i</sup> The public body may require a one-hundred percent (100%) deposit from a requestor who has not previously paid a fulfilled FOIA request, provided the requirements in Section 5 of the Act are met.

<sup>ii</sup> Please note, 100% of fringe benefit costs will be added to the applicable labor charge if a requestor is notified in writing that public records are available on the public body's website or webpage and the requestor continues to request that the public body provide a copy, in any format, of the available public record.

<sup>iii</sup> This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request.

<sup>iv</sup> This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.

<sup>v</sup> This is the cost of labor of an in-house, public body employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information.

<sup>vi</sup> As this public body does not employ a person in-house who is capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a contractor (i.e., outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. The public body will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

<sup>vii</sup> This amount shall not exceed six (6) times the State minimum hourly wage rate.

<sup>viii</sup> Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (i.e., to redact exempt information, to protect old or delicate original public records, or because the original public record is a digital file or database not available for public inspection). No more than the actual cost of a sheet of paper will be charged, up to maximum 10 cents per sheet. Whenever feasible double-sided printing will be utilized.

<sup>ix</sup> The public body will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. The public body will not charge more for expedited shipping or insurance unless specifically requested by the requestor. The public body may charge for the least expensive form of postal delivery confirmation.

<sup>x</sup> Persons establishing indigence (i.e. affidavit that the individual is receiving specific public assistance, or if not stating facts showing an inability to pay) and nonprofit organizations formally designated by the State of Michigan to carry out activities under Developmental Disabilities Assistance and Bill of Rights Act, Public Law 106-402 or the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-139, are entitled to a discount. If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in its written response.

## EMPLOYEE IDENTIFICATION POLICY

**PURPOSE:** To establish guidelines for the issuance of a photo identification badge to all employees and for the use of said badge by employees while at work or when representing Huron County in any official capacity in an effort to provide a safe and secure workplace for all employees.

**POLICY STATEMENT:** All employees will be issued and must wear and visibly display photo identification badges as provided by the County. Identification badges must be worn in a manner that allows the identification of an employee by photo, first and last names, position, department and/or signature. Employees will be issued two (2) photo identification badges – a primary badge for internal operations and a secondary badge for external operations. The primary badge may also provide computer log in capability and location access to areas through keyless entry.

Employees forgetting or misplacing their identification badge will be given a temporary badge to wear by their supervisor that clearly indicates their employment with Huron County and the department they work in.

This policy applies to all employees of the Huron County Building, including elected officials.

*Disclaimer No statements in this policy are intended or set forth as contractual commitments or obligations of Huron County to any individual employee or group of employees, or to establish an exception to the employment-at-will doctrine beyond that specified in the Civil Service Statutes and Rules or pertinent collective bargaining agreement. If there are differences between the various collective bargaining agreements and this policy, the pertinent collective bargaining agreement takes precedence.*

### DEFINITIONS

**Employee:** For the purpose of this policy, staff member shall refer to full-time, part-time, casual, temporary, and seasonal employees, including interns.

**Employee ID Badge:** The official County ID for all employees. The ID badges will identify employees' name, department, position, and/or birth date. Some ID badges may have other purposes that include but are not limited to computer log-in and access to certain work location areas.

**Official Capacity:** Includes any time while on County property, as well as any business where the employee is representing the County. This also includes wearing the ID badge while operating any vehicle owned or leased by the County.

### REQUIREMENTS

1. Because the policy and procedures described herein are intended to provide for the safety and security of County employees, all employees are expected to fully comply with all provisions of this policy. Any employee who is found to be in violation of this policy may be subject to disciplinary action.
2. The Board of Commissioners Office (BOC) will provide all new staff members with a copy of this policy at the time of new employee orientation.

3. All employees are required to wear the ID badge at County work areas during official capacity. ID badges are to be prominently worn so the photo is clearly visible to others. The requirement may be temporarily waived at the department's discretion when wearing the ID presents a safety issue. However, the employee must carry the ID at all times during work hours or when acting in an official capacity. It can be placed in a pocket or wallet.
4. The ID is to be worn between the shoulders and waist on a clip or lanyard. Each department will provide a clip, chain or lanyard for each employee to wear the ID. The ID shall not be defaced or altered with pins, stickers, decals, etc. The lanyard shall be a solid color and shall not contain any logos or vendor names. The clip shall be a solid color. A clear protective pouch shall also be provided.
5. Employees are responsible for safeguarding their own ID. Any lost or damaged ID should be reported immediately to the employee's supervisor, who is responsible for reporting the lost or damaged ID to the BOC.
6. In an event that an employee forgets their ID, the employee's supervisor must be notified at the start of the work shift. The supervisor will issue a temporary ID for the shift. The temporary ID will only list the employee's department.

## **PROCEDURE**

1. All employees of Huron County will be issued two (2) photo identification cards. BOC will be responsible for authorizing the issuance of the magnetically encoded ID card to each non-public safety employee at orientation, or as soon thereafter as possible.
2. All new employees will have their ID cards made electronically by BOC in the County Building.
3. Employees will be issued one primary ID badge and one secondary ID badge. Employee ID badges will contain a magnetic strip. The magnetic strip will be activated upon initial issuance of the card by BOC, or by authorized departments. Some ID cards will also contain a microchip with data that will be loaded onto the chip by their department liaison at a later date/time.
4. Supervisors should report lost or damaged IDs to BOC or to issuing department immediately. After notification from the supervisor, the employee should print out and complete an ID Card Request Form (available from BOC) and bring the completed form to BOC or the issuing department.
5. New IDs will be issued at no cost to employees who receive a transfer, promotion, demotion, etc. to a different department.
6. New IDs will be issued after five years of original issue date.
7. Any lost ID that is found should be turned in to BOC, 3<sup>rd</sup> Floor, County Building.
8. Upon termination or retirement, an employee must turn in their ID to their supervisor. The department is then required to send the ID to BOC with the Personnel Transaction Form. ID badges shall not be issued to retired employees.
9. Upon suspension, an employee must turn in their ID to their supervisor pending return to work.

## **IDENTIFICATION CARD HOLDER RESPONSIBILITIES**

Violation of any of the following is subject to disciplinary action up to and including termination:

1. Do not lend your ID to anyone.
2. Do not allow unauthorized individuals into any secure area.
3. Do not leave ID on dash of vehicle or other locations where exposed to extreme temperatures.
4. Do not fold, bend, pry open, or mutilate your ID.
5. Do not use your ID improperly.
6. Do not leave your ID unattended.
7. Immediately notify your supervisor if your ID is no longer in your possession.
8. Immediately notify your supervisor of any difficulties or problems with any ID.

**Huron County**  
**Employee ID Badge Request Form**

---

Name \_\_\_\_\_  
\_\_\_\_\_

Date

Department \_\_\_\_\_  
\_\_\_\_\_

Job Title

Employment Status (FT, PT, Seasonal) \_\_\_\_\_  
\_\_\_\_\_

Date of Hire

---

Type of card:

- New
- Replacement

Reason for replacement:

- Lost/Stolen/Damaged
- Expired
- Department Change
- Job Title Change
- Name Change
- Wear and Tear

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Upon termination, retirement, or suspension, all IDs must be turned into your supervisor. The ID badge policy, which includes the responsibilities of card holders, can be found in the Huron County Employee Handbook, or is available from the Board of Commissioners Office.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## WI-FI SERVICE ACCEPTABLE USE POLICY

The Huron County Wi-Fi Service is a free wireless internet service (Service) provided to employees and visitors to the Huron County Building.

The Huron County Wi-Fi Service Acceptable Use Policy is intended to help enhance the use of the internet by preventing unacceptable use. By using the Huron County Wi-Fi Service, you acknowledge and agree to follow this Policy and the terms of this Policy as stated herein. Violation of this Policy may result in the suspension or termination of your access to the Service and/or other actions, including, but not limited to, cooperation with legal authorities and/or third parties involved in the investigation of any suspected or alleged crime or civil wrongdoing.

This Policy is a guide to the acceptable use of Huron County network facilities and services (Services). Any individual connected to the Huron County Wi-Fi network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used. The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

1. Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
2. Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
3. Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
5. The Services may not be used in ways that violate applicable laws or regulations.
6. The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to the Huron County network.
7. Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
8. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, news groups and similar environments only when explicitly allowed in that environment.

9. Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.
10. By logging on, you agree to hold Huron County harmless for any damages that may result from access to the Internet or inappropriate usage.
11. By logging on, you accept these terms and conditions and agree your access to this Wi-Fi is at your own risk and is at the sole discretion of the Huron County CIS Department and may be monitored, suspended or terminated at any time for any reason.

The intent of this policy is to identify certain types of uses that are not appropriate, but this policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, we may at any time make a determination that a particular use is not appropriate. Huron County in its sole discretion may revise this Agreement at any time and it is your responsibility to review it for any changes each time.

#### Disclaimer of Warranties and Limitation of Liability

**LIMITATION OF LIABILITY.** You assume total responsibility for use of the Service and the Internet and access the same at your own risk. Huron County and its affiliates, officers, employees, agents, suppliers, sponsors or other partners, has no responsibility whatsoever for the content accessible or actions taken on the internet and the Huron County Wi-Fi Service network, and shall not be liable to you for any direct, indirect, incidental, special or consequential damages of any kind including but not limited to any loss of use, loss of business, and/or loss of profit, arising out of or related to this terms of service. Under no circumstances will Huron County and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the Huron County Wi-Fi Service be liable to you or any third parties for any amount.

**DISCLAIMER OF WARRANTIES.** The Service is provided on an “as is” and “as available” basis. Huron County and its affiliates, officers, employees, agents, suppliers, sponsors or other partners, makes no warranty of any kind, written or oral, statutory, express or implied, including any warranty of merchantability, infringement, or fitness for a particular purpose. No advice or information given by Huron County and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the Huron County Wi-Fi Service shall create a warranty. Huron County and its affiliates, officers, employees, agents, suppliers, sponsors or other partners does not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components.

## **PART TIME TO FULL TIME EMPLOYMENT POLICY**

### **MEMORANDUM OF INTENT**

This policy is intended to promote fairness and consistency in employment practice(s) and/or in transitioning from part time to full time status regardless of whether it is an inter- or intradepartmental hiring as a Huron County employee. This policy is strictly for the determination of wages. This policy does not determine the calculation of any other benefits typically based on time of service or otherwise. Seniority does not accumulate pursuant to this policy. This policy shall exclude all employees of the Huron County Sheriff's Office.

All part time employees will be assigned to a pay grade when they are hired by the County of Huron. Unless the employee is hired for a specific employment classification (skilled, professional, and/or licensed/certified – i.e. inspector, attorney, etc), the employee will be assigned to the lowest pay grade in the department in which they are hired. The employee will start at Step 1 of their assigned pay grade and will progress through the steps based on the number of hours that a full-time employee would accrue before advancing to the next step. See the charts below:

#### **37.5 hour positions:**

Step 1 – upon hire

Step 2 – upon the accrual of at least 1950 hours within their current position and office

Step 3 – upon the accrual of at least 3900 hours within their current position and office

Step 4 – upon the accrual of at least 5850 hours within their current position and office

Step 5 – upon the accrual of at least 7800 hours within their current position and office

Step 6 – upon the accrual of at least 9750 hours within their current position and office

#### **40 hour positions:**

Step 1 – upon hire

Step 2 – upon the accrual of at least 2080 hours within their current position and office

Step 3 – upon the accrual of at least 4160 hours within their current position and office

Step 4 – upon the accrual of at least 6240 hours within their current position and office

Step 5 – upon the accrual of at least 8320 hours within their current position and office

Step 6 – upon the accrual of at least 10,400 hours within their current position and office

The numbers of hours worked will be determined by hours entered in the County's payroll system. An employee's number of hours worked is specific to the office in which the hours are accrued. Hours are not cumulative between offices. When an employee is employed on a part time basis in two (2) or more offices, hours will not be added together; rather it is possible that an employee could be at a different step in each office.

When a part time employee is hired into a position that requires training and/or certification, that employee will be placed two (2) grades below their assigned pay grade until they complete their training and/or obtain their certification and proper documentation is forwarded to the Board of Commissioners office. During the training period, hours shall accumulate and there shall be advancement through the steps for said employee. Upon completion of training and/or receipt of certification, the employee will be placed at their assigned pay grade and retain the step attained during their training period.

When a part time employee subsequently takes full time employment in the same office, then upon being hired as a full time employee, that employee shall retain the step that the employee had achieved as a part time employee. If a part time employee is offered full time status and declines it, that employee will continue with their current progression through their steps pursuant to this part time schedule.

If a part time employee is taking a full time position in a department they are not currently employed in, that employee will be credited for 50% of all part time hours the employee has accumulated with Huron County for the purpose of determining step placement on the salary progression schedule.

Part time employees not currently following a step progression will be assigned a grade and placed at the lowest step that does not result in a “per hour” wage loss. They will then proceed through the steps as indicated per the policy as the necessary number of hours are accumulated.

This policy shall be effective November 1, 2020.

Amended per Resolution No. 23-10C, effective January 1, 2023.

# AMENDMENTS

Adopted: July 10, 2018 per Resolution No. 18-72  
Effective: January 1, 2018

Amended: October 23, 2018 per Resolution No. 18-124  
Effective: October 23, 2018

Amended: February 12, 2019 per Resolution No. 19-12C  
Effective: April 1, 2019

Amended: October 14, 2020 per Resolution No. 20-91C  
Effective: November 1, 2020

Amended: September 14, 2021 per Resolution No. 21-124C  
Effective: September 14, 2021

Amended: December 13, 2022 per Resolution No. 22-143C  
Effective: January 1, 2023

Amended: January 10, 2023 per Resolution No. 23-5C  
Effective: January 11, 2023

Amended: January 24, 2023 per Resolution No. 23-10C  
Effective: January 1, 2023

# ATTACHMENTS

Smoking Ordinance with Resolution No. 14-120C

**SMOKING ORDINANCE**  
**State of Michigan – County of Huron**

**ORDINANCE NO. 2014-03**

**Article 1 – Authority**

Michigan counties have been delegated the authority to pass ordinances that relate to county affairs and do not contravene the general laws of this state or interfere with the local affairs of a township, city, or village within the limits of the county pursuant to MCL 46.11(j) and to provide suitable sanctions for the violation of those ordinances pursuant to MCL 46.10b.

**Article 2 – Purpose**

The purpose of this Ordinance is to provide a smoke-free environment for all County employees and members of the general public while entering and/or exiting all County buildings. The State of Michigan has officially recognized certain facts through Executive Order No. 1992-3, as amended by Executive Order No. 1992-23, pertaining to the exposure of secondhand tobacco smoke by nonsmokers. Those facts include, but are not limited to the following:

- a) The U.S. Surgeon General has found that the exposure of nonsmokers to secondhand tobacco smoke is a cause of disease in healthy nonsmokers;
- b) The National Institute for Occupational Safety and Health has determined that secondhand tobacco smoke is potentially carcinogenic to occupationally exposed workers;
- c) The National Institute for Occupational Safety and Health has recommended that employers minimize exposure to secondhand tobacco smoke by using all available preventive means;
- d) The American Heart Association estimates that more than 50,000 nonsmokers are killed each year in the United States by secondhand tobacco smoke; and
- e) The State of Michigan has a responsibility to protect the health and safety of its employees and of the general public who use state government facilities.

Likewise, the County of Huron has a responsibility to protect the health and safety of its employees and of the general public who use county government facilities. This Ordinance applies to all persons using buildings and real property owned or operated by Huron County, with the exception of County parklands operated by the Huron County Road Commission.

**Article 3 – Definitions**

The following terms in this Ordinance shall have the following meanings:

- a) “Authorized local official” means a police officer or other personnel of the County legally authorized to issue municipal civil infraction citations;

- b) "Citation" means a written complaint or notice to appear in court upon which an authorized local official records the occurrence or existence of 1 or more municipal civil infractions by the person cited;
- c) "County Property" refers to all real property owned by Huron County, including sidewalks and parking lots, excepting property that is designated as "parks" or is controlled by the Huron County Road Commission;
- d) "Persons" refers to County Officials, Department Heads, County Employees, Employees of Agencies and Offices of Huron County and Employees of Agencies utilizing space on or within County Property and the general public;
- e) "Posting" refers to a notice that identifies this Ordinance and describes its prohibitions and the civil penalties for violations;
- f) "Use of Tobacco Products" refers to chewing, snuffing, or smoking tobacco products and includes but is not limited to cigarette, pipe and cigar smoking.

#### **Article 4 – The Use of Tobacco Products is Prohibited**

- a) The use of tobacco products is prohibited inside all County Property.
- b) The use of tobacco products is prohibited outside all County Property (with the exception of the jail, the jail garage, and the 9-1-1 dispatch center) within a 25 foot radius of any common entrance and/or exit.

#### **Article 5 – Enforcement**

- a) An authorized local official may issue a citation to a person if, based upon investigation, the official has reasonable cause to believe that the person is responsible for a violation of this Ordinance;
- b) An authorized local official may issue a citation to a person if, based upon investigation of a complaint by someone who allegedly witnessed the person violate this Ordinance, a violation of which is a civil infraction, and if the prosecuting attorney approves in writing the issuance of the citation.

#### **Article 6 – Civil Penalties**

A person who violates this Ordinance shall be directed to comply with this Ordinance and shall be subject to a civil fine of not more than \$100.00 for a first violation and not more than \$500.00 for a second or subsequent violation.

#### **Article 7 – Posting**

A copy of this Ordinance shall be posted and maintained at a prominent location within each County Building in which it is effective. Each county property shall also contain at least one prominent

sign on the grounds that refers to this Ordinance.

### Article 8 – Effective Date of Ordinance

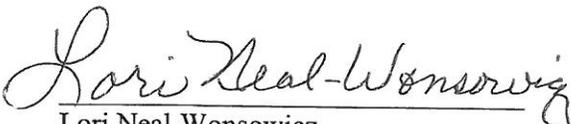
This Ordinance shall take effect after notice of the adoption is published in a newspaper of general circulation in the County. The Clerk of the County Board of Commissioners shall engross this Ordinance and it shall be signed by the Chairman of the County Board of Commissioners and certified by the Clerk of the County Board of Commissioners, pursuant to MCL 46.11.

- a) Date of Adoption by County Board of Commissioners: August 26, 2014
- b) Date of Publication: September 4, 2014
- c) Date Ordinance shall take effect: October 24, 2014

Should a portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this ordinance.

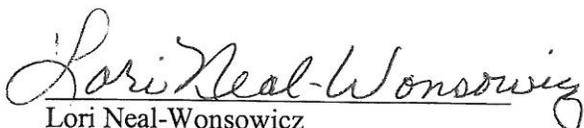
This Ordinance is adopted by action of the Huron County Board of Commissioners this 26<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
Clark Elftman, Chairman  
Huron County Board of Commissioners

  
\_\_\_\_\_  
Lori Neal-Wonsowicz  
Huron County Clerk

### CERTIFICATION

I, Lori Neal-Wonsowicz, Clerk of the County of Huron, do hereby certify that this is a true and correct copy of the Ordinance duly adopted by the Huron County Board of Commissioners on the 26<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
Lori Neal-Wonsowicz  
Huron County Clerk

**RESOLUTION**

To: The Honorable Board of Commissioners  
Huron County  
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, this Board of Commissioners is desirous of enacting a smoking ordinance for the purpose of providing a smoke-free environment for all County employees and members of the general public while entering and/or exiting all County buildings; and

WHEREAS, the Board of Commissioners has authority to adopt ordinances that relate to county affairs pursuant to MCL 46.11j, and to impose civil sanctions pursuant to MCL 46.10b; and

WHEREAS, in anticipation of discussion and deliberation by the Board of Commissioners, a copy of the proposed smoking ordinance is attached hereto; and

WHEREAS, MCL 46.11j requires that for an ordinance to be adopted, it must be approved by a majority vote of the members of the county Board of Commissioners elected and serving; and

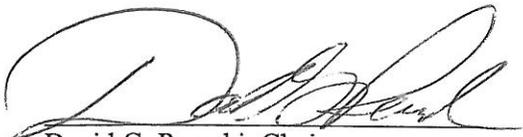
WHEREAS, upon adoption of this resolution and the attached ordinance by this Board of Commissioners, the ordinance will not take effect until it has been engrossed by the clerk of the Board of Commissioners, signed by the Chairman of the Board of Commissioners, certified by the clerk of the Board of Commissioners, and until 50 days after notice of adoption of the ordinance has been published in a newspaper of general circulation in the county; now

THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners hereby adopts the attached Huron County Smoking Ordinance, Ordinance No. 2014-03, by a majority vote of the members of the Board of Commissioners elected and serving; and

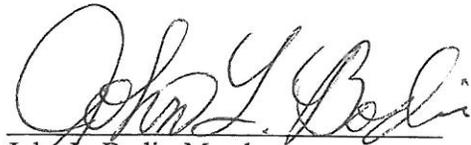
BE IT FURTHER RESOLVED that the ordinance shall take effect after it has been engrossed by the clerk of the Board of Commissioners, signed by the Chairman of the Board of Commissioners, certified by the clerk of the Board of Commissioners, and 50 days have elapsed after notice of its adoption has been published in a newspaper of general circulation in the county.

Respectfully submitted,

LEGISLATIVE COMMITTEE

  
David G. Peruski, Chairman

  
Steve Vaughan, Vice Chairman

  
John L. Bodis, Member

Dated: August 26, 2014

Roll Call Vote:

Tietz	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Peruski	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Elftman	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Vaughan	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>

Bodis	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Wruble	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Nugent	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>