

Montague County  
2024 Holidays



Monday, January 15	Martin Luther King, Jr.
Monday, February 19	President's Day
Friday, March 29	Good Friday
Monday, May 27	Memorial Day
Wednesday, June 19	Juneteenth
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, November 11	Veteran's Day
Thursday & Friday November 28 & 29	Thanksgiving
Tuesday & Wednesday December 24 & 25	Christmas
Wednesday, January 1, 2025	New Year's Day

<u>Date</u>	<u>Payable to</u>	<u>Amount</u>	<u>Description</u>
<i>Initial Quote</i>	<i>Approved</i>	\$ 409,342.09	
11/2/2022	JTS	\$ (8,908.57)	Geotechnical report
12/19/2022	JTS	\$ (11,376.78)	Permitting FAA & FCC
2/13/2023	JTS	\$ (122,732.86)	275' Tower
2/13/2023	JTS	\$ (34,775.10)	Tower Foundation Materials
6/26/2023	JTS	\$ (11,376.78)	Permitting FAA & FCC
6/26/2023	JTS	\$ (30,536.00)	50% Subcontractor/Equip Rental
6/26/2023	JTS	\$ (33,495.99)	Labor & Travel - Foundation
7/17/2023	JTS	\$ (12,463.94)	Tower lighting hardware
7/17/2023	JTS	\$ (30,536.00)	50% Subcontractor/Equip Rental
7/17/2023	JTS	\$ (24,187.35)	Labor & Travel - Tower Erection
7/17/2023	JTS	\$ (25,626.25)	Conduit & Power Cable
8/7/2023	JTS	\$ (9,483.81)	Labor & Travel - Electrical Cable
8/7/2023	JTS	\$ (7,142.86)	Ice Bridge Installation & Grounding
8/7/2023	JTS	\$ (9,483.81)	Labor & Travel - QC
8/7/2023	JTS	\$ (9,304.00)	Shelter Grounding

*Project complete per email from Albert Plasket received 08-09-2023.*

Spent to Date --> \$ (381,430.10)

Remaining to Spend --> \$ 27,911.99



Century Weatherproofing, Inc.  
 PO Box 1735  
 Bowie TX 76230  
 payables@centurywpinc.com

Weatherproofing & Construction  
 Serving North Texas Since 1980

# Invoice

Date	Invoice #
7/31/2023	7319-50

<b>Bill To</b>
Montague County Courthouse Attn: Charley Lanier 11339 TX-59 Montague, Tx 76251

<b>Ship To</b>

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	- Purchase materials to build 50'x75'x8' commercial chainlink fence including 2- 4' gates. - Drill 28 holes and set posts - Install fence	6,000.00	6,000.00
	Invoice #1 - 50% of total contract. Contract total \$12,000.00 Sales Tax	6.25%	0.00
A/P Voucher Date <u>08-09-2023</u> Department <u>098-409</u> Line Item <u>570 \$6,000<sup>00</sup></u> Pay To: <u>Century Weatherproofing</u> Approval _____ Received _____ Date: _____			

Thank you for your business.	<b>Total</b>	\$6,000.00
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# JAMES LANE

Air Conditioning & Plumbing

Engineering - Service - Fire Protection - Since 1957

# Invoice

Date 07/26/23 Invoice # 10312-1J  
Page 1 of 1

Bill to 14702  
MONTAGUE COUNTY COURTHOUSE  
11339 TX-59  
MONTAGUE, TX 76251

Job# 10312  
MONTAGUE COUNTY COURTHOUSE T&M  
11339 TX-59  
MONTAGUE, TX 76251-

Terms: Cash on Demand

Salesman: HAVROBE - ROBERT - Cust PO#

Project Manager:

Inv Description: 3RD FLOOR MEN'S RESTROOM TOILET FLANGE REPLACEMENT.  
3RD FLOOR COURT REPORTERS RESTROOM REPAIRED FLANGE.  
1ST FLOOR WOMEN'S RESTROOM BALL VALVE REPLACEMENT.

Original Amount: 1,122.50

Change Orders: .00

Total Contract: 1,122.50

Amount Previously Billed: .00

Amount to Bill: 1,122.50

Total: 1,122.50

Sales Tax: .00

Gross Invoice: 1,122.50

Retainage: .00

Net Invoice Due: 1,122.50

**ORDER OF THE CONSTITUTIONAL AMENDMENT AND JOINT ELECTION**

ORDEN DE LA ELECCIÓN DE ENMIENDA CONSTICIONAL

To the registered voters of Montague County, Texas: (A los votantes registrados del condado de Montague, Texas:)

An election is hereby ordered to be held on November 7, 2023 for the purpose of the Constitutional Amendment and Joint Election. Por la presente se ordena la celebración de una elección el 7 de noviembre de 2023 con el propósito de la Enmienda Constitucional y la Elección Conjunta.

Notice is hereby given that the Vote Centers listed below will be open from 7:00 a.m. to 7:00 p.m. November 7, 2023 for voting in this Election:

Por la presente se notifica que los Centros de Votación que se enumeran a continuación estarán abiertos de 7:00 a. m. a 7:00 p. m. 7 de noviembre de 2023 para votar en esta Elección:

**Election Day Vote Centers and Locations** (Ubicación y centros de votación el día de las elecciones)

Montague County Annex Community Room 11339 State Hwy 59N, Montague, TX 76251	Bowie Public Library 301 Walnut St, Bowie, TX 76230
Bowie Senior Citizen Center 501 Pelham St., Bowie, TX 76230	Tales 'n' Trails 1522 E. Hwy 82, Nocona, TX 76255
Nocona City Hall Council Room 102 Clay St., Nocona, TX 76255	Forestburg Community Center 16617 FM 455, Forestburg, TX 76239
Saint Jo Civic Center 101 E. Boggess, Saint Jo, TX 76265	Sunset City Hall 119 FM 1749, Sunset, TX 76270
Ringgold Fire Hall 17832 N Hwy 81, Ringgold, TX 76261	Valley View Baptist 6159 FM 103, Spanish Fort, TX 76255

**Early Voting** by personal appearance will be conducted each weekday at:

(La votación anticipada en persona se llevará a cabo todos los días de la semana en:)

Montague County Annex Community Room 11339 State Hwy 59N, Montague, TX 76251	Saint Jo Civic Center 101 E. Boggess, Saint Jo, TX 76265
Nocona City Hall Council Room 102 Clay St., Nocona, TX 76255	Bowie Senior Citizen Center 501 Pelham St., Bowie, TX 76230

Between the hours of 8:00 a.m. and 5:00 p.m. beginning on Monday, October 23, 2023 and ending on Friday, November 3, 2023. Entre el horario de 8:00 a. m. y 5:00 p. m. comenzando el lunes 23 de octubre de 2023 y terminando el viernes 3 de noviembre de 2023.

**Thursday, November 2, 2023 and Friday, November 3, 2023 will be open 12 hours from 7 a.m. to 7 p.m. at the Montague County Annex ONLY.**

Applications for ballot by mail shall be mailed to: (Las solicitudes de boleta por correo se enviarán por correo a:)

Montague County Election Administrator, Ginger Wall  
PO Box 158, 11339 State Hwy 59N  
Montague, Texas 76251  
[gwall@co.montague.tx.us](mailto:gwall@co.montague.tx.us)  
Phone: 940-894-2540  
Website: [co.montague.tx.us](http://co.montague.tx.us)

Applications for ballots by mail must be received no later than the close of business on Friday, October 27, 2023. Las solicitudes de boletas por correo deben recibirse antes del cierre de operaciones del viernes 27 de octubre de 2023.

Issued this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.  
Emitido este el día \_\_\_\_\_ de \_\_\_\_\_ 2023.

\_\_\_\_\_  
County Judge (Juez de condado)

\_\_\_\_\_  
County Commissioner (Comisionado del condado)

\_\_\_\_\_  
County Commissioner (Comisionado del condado)

\_\_\_\_\_  
County Commissioner (Comisionado del condado)

\_\_\_\_\_  
County Commissioner (Comisionado del condado)

**MONTAGUE COUNTY  
PREMIUM CONVERSION CAFETERIA PLAN  
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR  
Montague County**

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**MONTAGUE COUNTY  
PREMIUM CONVERSION CAFETERIA PLAN**

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**MONTAGUE COUNTY  
PREMIUM CONVERSION CAFETERIA PLAN**

**INTRODUCTION**

The Employer has adopted this Plan effective October 1, 2023, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as Montague County Premium Conversion Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I  
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 7.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only under Code Section 152 (as modified by Code Section 105(b)).

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or as allowed by reason of the Affordable Care Act.

1.8 **"Effective Date"** means October 1, 2023.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Montague County and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

- 1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.
- 1.14 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.
- 1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.
- 1.17 **"Participant"** means any Eligible Employee who becomes a Participant pursuant to Section 2.2 and has not for any reason become ineligible to participate further in the Plan.
- 1.18 **"Plan"** means this instrument, including all amendments thereto.
- 1.19 **"Plan Year"** means the 12-month period beginning October 1 and ending September 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
- 1.20 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.
- 1.21 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.
- 1.22 **"Salary Redirection Agreement"** means an agreement which is deemed to be entered into between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
- 1.23 **"Spouse"** means spouse as determined under Federal law.

## ARTICLE II PARTICIPATION

### 2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

### 2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference, unless such Employee elects, during the Election Period, not to participate in the Plan.

### 2.3 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.4;
- (b) **Death.** The Participant's death; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 8.2.

### 2.4 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

**ARTICLE III  
CONTRIBUTIONS TO THE PLAN**

**3.1 EMPLOYER CONTRIBUTION**

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

**3.2 SALARY REDIRECTION**

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

**3.3 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants.

**3.4 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period.

**ARTICLE IV  
BENEFITS**

**4.1 BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Insurance Benefit
- (2) Dental Insurance Benefit
- (3) Group-Term Life Insurance Benefit
- (4) Vision Insurance Benefit
- (5) Accidental Death and Dismemberment Insurance Benefit
- (6) Prescription Drug Coverage Benefit

**4.2 HEALTH INSURANCE BENEFIT**

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.3 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

#### 4.4 GROUP-TERM LIFE INSURANCE BENEFIT

(a) **Coverage for Participant only.** Each Participant may elect to be covered under the Employer's group-term life Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable group-term life Insurance Contracts for use in providing this group-term life insurance benefit, which policies will provide benefits for all Participants electing this Benefit on a uniform basis.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such group-term life Insurance Contract shall be determined therefrom, and such group-term life Insurance Contract shall be incorporated herein by reference.

#### 4.5 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

#### 4.6 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment policies for use in providing this accidental death and dismemberment insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

#### 4.7 PRESCRIPTION DRUG COVERAGE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's Prescription Drug Coverage Contract.

(b) **Employer selects contracts.** The Employer may select suitable prescription drug coverage for use in providing this benefit, including, but not limited to, if applicable, by-mail services and prescription drug cards, which will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such prescription drug coverage contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

#### 4.8 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among insured Benefits.

### ARTICLE V PARTICIPANT ELECTIONS

#### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect not to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

#### 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect not to participate in the Plan. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who elected not to participate may elect to participate for the next Plan Year.
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

#### 5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

#### 5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

(2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code § 5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

- (1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

- (1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

## ARTICLE VI BENEFITS AND RIGHTS

### 6.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

## ARTICLE VII ADMINISTRATION

### 7.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## **7.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## **7.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

## **7.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

## **7.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE VIII  
AMENDMENT OR TERMINATION OF PLAN**

**8.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

**8.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

**ARTICLE IX  
MISCELLANEOUS**

**9.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

**9.2 GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

**9.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

**9.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

**9.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

**9.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

**9.7 EMPLOYER'S PROTECTIVE CLAUSES**

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

**9.8 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax

purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

#### **9.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

#### **9.10 FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

#### **9.11 GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Texas.

#### **9.12 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### **9.13 CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

#### **9.14 CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

#### **9.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

#### **9.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

IN WITNESS WHEREOF, this Plan document is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_.

Montague County

By \_\_\_\_\_  
EMPLOYER

# **MONTAGUE COUNTY**

## **INVESTMENT POLICY**

August 2023

It is the policy of Montague County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, formal Investment Policy, and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

### **SCOPE**

This investment policy applies to all the investment activities for Montague County. This Policy establishes guidelines for those authorized to invest funds, for how County funds will be invested and for when and how a periodic review of investments will be made. In addition to this Policy, bond refunds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal Law.

### **SAFETY OF PRINCIPAL**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

### **MAINTENANCE OF ADEQUATE LIQUIDITY**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated, Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintains appropriate portfolio diversification. "THE COUNTY AUDITOR SHALL COORDINATE WITH THE COUNTY TREASURER AND ADVISE WHEN FUNDS ARE AVAILABLE FOR INVESTMENT AND REQUIRED MATURITY DATE, OR WITHDRAWAL."

## **RETURN ON INVESTMENTS**

Consistent with Article 4413 (34) @V.A.S., the county “shall invest local funds in investments which yield the highest possible rate of return while providing necessary protection of the principal consistent with the operating requirements as determined by the governing body.”

For bond proceeds to which Federal yield or arbitrage restrictions apply, the primary objectives shall be to obtain maximum market yield and to minimize the costs associated with the investment of such funds with the constraints of all applicable regulations.

## **STANDARD OF CARE**

The standard of care used by Montague County shall be the “prudent person rule” and shall be applied in the context of managing the overall portfolio within the applicable legal constraint. The Public Funds Act 2256.006(a) states:

“Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County.

## **ELIGIBLE INVESTMENTS**

Investments described below are authorized by the Public Funds Investment Act of 1987 (Article 842 a-2, Texas Revised Civil Statutes), as amended as eligible securities for the County. County funds governed by the Policy may be invested in:

1. Obligations of the United States or it’s agencies and instrumentalities.
2. Repurchase Agreements, (Sweep), and or Certificates of Deposit issued by State and National banks domiciled in Texas that are:
  - a. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or secured obligations that are described by item 1 above, which are intended to include all direct Federal agency or instrumentality issued mortgage-backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the county; except no CMO’s are to be used for collateral.
  - b. governed by a Depository Contract that complies with Federal and State regulation to properly secure a pledged security interest.
3. SEC-registered money market mutual funds with a dollar -weighted average portfolio maturity of 90 days or less: whose assets consist exclusively of the obligations that are eligible under the Public Funds Investment Act, as amended; that fully invest dollar for

dollar all County funds without sales commissions or loads; and whose investments objectives include seeking to maintain a stable net asset value of \$1 per share. The county may not invest funds under its control in amounts that exceed 10% of the total assets of any individual money market mutual fund.

4. Local government investment pool organized in accordance with the Interlocal Cooperation Act (Article 4413 (32c), V.T.C.S.) as amended , whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase agreements involving those same obligations, money market mutual funds registered with and regulated by the United States Securities and Exchange Commission (SEC), is rated “AAA” or the equivalent, maintains a dollar-weighted average stated maturity of 90 days or less and a dollar-weighted maturity of 60 days or less, and whose investment philosophy and strategy are consistent with the Policy and the County’s ongoing investment strategy.

## **PROTECTION OF PRINCIPAL**

The county shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by qualifying the broker, dealer, and financial institution with whom the County will transact; by collectivization as required by law; and through portfolio diversification by maturity and type.

In order to minimize risk of loss due to interest rates fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by funds are as follows:

a. **OPERATING FUND**

The weighted average days to maturity for the operating fund portfolio shall be less than 367 days.

b. **BOND PROCEEDS**

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the “temporary period” as defined by Federal tax law.

c. **DEBT SERVICE FUNDS**

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an “unfunded” debt service dated with the maturity of any investment. An unfunded debt service is defined as a coupon or principal date that does not have cash or investment securities available to satisfy said payment.

d. **BOND RESERVE FUNDS**

Market conditions, Bond Resolution constraints and, if applicable, Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Resolution and shall not exceed the final maturity of the bond issue.

e. **OTHER FUNDS**

The anticipated cash requirements of other County funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, Policy compliance, County financial condition, and risk/return constraints. Maximum maturity shall not exceed five years.

**COLLATERALIZATION**

Consistent with the requirements of State law, the County requires all bank and other deposits to be federally insured or collateralized with eligible securities as noted below. Financial institutions serving as county Depositories will be required to sign a Depository Agreement with the county and the County's safekeeping agent. The safekeeping portion of the agreement shall define the County's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State Regulations, including:

1. the Agreement must be in writing.
2. the Agreement must be executed by the Depository and the County contemporaneously with the acquisition of the asset.
3. the Agreement must be approved by the Board of directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the County.
4. The Agreement must be a part of the Depository's "official record" continuously since its executions.

**ALLOWABLE COLLATERAL**

Certificates of Deposit--Eligible securities for collateralization of deposits are defined as obligations of the United States or its agencies and instrumentalities that are acceptable under the "Public Funds Collateral Act", as amended. No CMO's shall be allowed as collateral.

**SAFEKEEPING**

The County shall contract with a financial institution (s) for the safekeeping of securities either owned by the county as a part of its investment portfolio or as a part of its depository agreement (s). All collateral securing deposits must be held by a banking institution acceptable and under contract with the County.

**AUTHORITY TO INVEST**

The County Treasurer is the "Investment Officer" of the county. The Investment Officer shall meet standard education requirements as stated in PFIA Chapter 2256. The Investment Officer shall perform the duties in accordance with this Investment Policy and when acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

## REPORTING

It shall be the duty of the Treasurer of Montague County to notify the Commissioner's Court of any significant changes in current investment methods and procedures prior to their implementation, as well as a Monthly Report for Commissioner's Court approval.

This Investment Policy shall be in full force and effect from and after its approval by the Commissioner's Court of Montague County.

Prepared and submitted by Jennifer Fenoglio, Montague County Treasurer

REVIEWED AND PASSED ON AUGUST 14, 2023

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Kevin Benton, County Judge

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Roy Darden, Pct.#1

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Mark Murphey, Pct.#3

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Mike Mayfield, Pct. #2

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Bob Langford, Pct.#4



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2024**

A resolution of the County of Montague(County) Texas certifying that the County has made a grant to Bowie Senior Citizens Project(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

**WHEREAS**, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$958.44 to be used between the:

1st of October 2023 and the 30th of September 2024

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 14th day of August, 2023.

*✍*

\_\_\_\_\_  
*Signature of Authorized Official of the County*

KEVIN L. BENTON, COUNTY JUDGE

*Typed Name and Title*



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2024**

A resolution of the County of Montague (County) Texas certifying that the County has made a grant to The Montague County Carpenter's Shop dba The Nocona Senior Center (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

**WHEREAS**, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$472.06 to be used between the:

1st day of October 2023 and the 30th day of September 2024

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 14th day of August, 2023.

☞

\_\_\_\_\_  
*Signature of Authorized Official of the County*

KEVIN L. BENTON, COUNTY JUDGE

*Typed Name and Title*

Memorandum of Understanding (MOU)/Care Co-ordination between Montague County Judge and Justice of the Peace Precinct 1, 2 and Helen Farabee Centers Substance Abuse Services

The Purpose of this agreement is to establish a working relationship for comprehensive systems of care in Region 2 for adult and adolescent individuals identified as having a substance use disorder.

Montague County Judge and Justice of the Peace Precinct 1, 2 agrees to:

- Make appropriate referrals of clients to HFC Substance Abuse Services for indicated services;
- Maintain ongoing contact with HFC Substance Abuse Services, and referred individuals, for the purpose of additional case coordination and follow-up as needed;
- Acknowledge and abide by HFC Substance Abuse Services confidentiality policies as stated BELOW.

HELEN FARABEE CENTERS Substance Abuse Services agrees to:

- Make available a designated phone contact person for Montague County Judge and Justice of the Peace Precinct 1, 2 Accept referrals based on established DSHS priority population designation;
- Provide appropriate interagency reporting and communication, utilizing the Clinical Management for Behavioral Health Services (CMBHS) *as applicable*. Document capacity and treatment availability, and interim services that may include, but is not limited to, Crisis Intervention, Fetal Alcohol Syndrome, Communicable Disease prevention and education, Opioid Overdose Prevention, and Tobacco/Nicotine education as well as information on cessation and access to nicotine replacement therapy. Wait List management is maintained via CMBHS. Clients are removed from Wait List upon admission or if unable to contact client for 21 days;
- Conduct intensive outpatient services in a safe environment provided by Qualified Credentialed Counselors. These adults and adolescents will receive drug/alcohol education, life skills, and substance abuse counseling utilizing motivational interviewing and recovery support services. Family education and family counseling will be offered to these clients as well.
- Follow State and Federal law concerning confidentiality. All client records will be maintained in accordance with HIPAA federal requirements (including CFR 42, Part 2) using appropriate tracking systems.
- Provide referrals to Montague County Judge and Justice of the Peace Precinct 1, 2 when appropriate and assist client in contacting Montague County Judge and Justice of the Peace Precinct 1, 2 if necessary.
- Provide progress reports and discharge summaries to referring agency when requested and with signed consent from client.
- Provide emergency assistance to clients in crisis via the Crisis Hotline 1-800-621-8504.

**This MOU will stand in effect for FY 2024 and FY 2025 which begins September 1, 2023, and ends August 31, 2025, unless terminated with 30 days written notice. This MOU is at will and may be modified by either party by mutual consent of authorized officials.**

---

**Montague County Judge**

*Bradley R Fisk*

---

Bradley R. Fisk, Program Administrator of  
Helen Farabee Centers Substance Abuse Services  
500 Broad Street, Wichita Falls, TX  
Phone: 940-397-3379  
Fax: 940-696-6211  
Email: fiskb@helenfarabee.org

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**Date**

8/07/2023

---

Date



# Southern Health Partners

June 15, 2023

Sheriff Marshall Thomas  
Montague County Sheriff's Office  
Post Office 127  
Montague, TX 76251

Re: Health Services Agreement

Dear Sheriff Thomas:

SHP has been a proud partner with Montague County and the Sheriff's Office since 2010. With our contract anniversary approaching, I want to welcome you to reach out with any questions or needs. I would be happy to speak with you if there are any areas of the contract you would like to discuss.

Being on the front lines caring for patients and serving our customers' correctional health care needs, SHP has repeatedly confronted a range of financial and operational challenges since the outset of the pandemic, including substantial growth in expenses across labor, drugs and supplies, let alone higher economy-wide inflation. Labor costs have presented a dramatic and extended wave of challenges. Quality staffing is central to the care process and represents a significant portion of our operating budget. With nursing shortages being what they are nationally, we have continued to experience considerable issues with recruitment and retention of nurses, especially in perspective to correctional work.

As we strive to ensure coverage at our facilities, we have become increasingly reliant on utilizing current staff, Operational managers, travel nurses and agency staffing as resources for providing coverage until we can bring on permanent team members to fill open positions. We have increased recruitment efforts as well as added higher pay rate scales, sign-on bonuses, and other benefits to help attract applicants. These coverage and recruitment practices, of course, come at a much greater cost to SHP than originally budgeted for in our contracts, as the parties could not have foreseen such an unprecedented hike in healthcare labor costs.

Professional lines insurance and employee benefits costs have continued on an upward trend, as well as expenses for prescription drugs. A significant driver in increased medication costs has been the continued spike in drug prices, coupled with increased utilization, treating sicker patients in the correctional environment during and since the pandemic. Medical supply costs are another area which has hit hard over the past few years, in light of supply chain disruptions and infection control practices/procedures put in place to comply with governmental regulations and to assure the health and safety of patients, and facility/medical staff.

Despite persistent cost pressures, SHP has tried to price for annual contract adjustments modestly in recent years. Unfortunately, our direct and indirect costs have escalated to the point of being unsustainable without an adequate annual increase for the new contract year. We have incorporated a 4% adjustment on the base fee and per diem rate based on continuation of the program at the current level of staffing/services for the 2023-2024 period. The new rates are provided for you below.

Contract Period: October 1, 2023, through September 30, 2024	
Base annualized fee:	\$103,080.48 (\$8,590.04 per month)
Per diem greater than 70 inmates:	\$1.76

June 15, 2023  
Page two

Again, please feel free to reach out with any questions. You can call me direct at 803-802-1492. I will ask that you keep this letter on file with your contract and return a signed copy to me for SHP's historical record at your earliest convenience, or by July 31, 2023. A scan to email will be fine (email [carmen.hamilton@southernhealthpartners.com](mailto:carmen.hamilton@southernhealthpartners.com)). Except as stated herein, or as may be amended or modified in writing by mutual agreement of the parties, all provisions of the contract will remain in full force and effect.

We appreciate the support and resources provided by our customers, and we will continue to look toward mutually beneficial solutions in joint partnership together so that SHP can stay strong in providing high-quality care to the patients we serve.

Sincerely,

*C. Hamilton*

Carmen Hamilton  
Contracts Manager

/cph

cc: Stacy Hudson, Jail Administrator

MONTAGUE COUNTY, TX  
BY:

---

STATE OF TEXAS

COUNTY OF DENTON

COUNTY OF MONTAGUE

§  
§  
§  
§  
§

FY 2023-2024

**INTERLOCAL COOPERATION AGREEMENT**

This Agreement is made by and entered into between Montague County, Texas (hereinafter "Contractor") and Denton County, Texas (hereinafter "County") on the date indicated below.

**WHEREAS**, County may need emergency housing and care of certain inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled, and

**WHEREAS**, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates and

**WHEREAS**, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code and

**WHEREAS**, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

**NOW, THEREFORE**, in consideration of the promises covenants and agreements contained herein, the parties hereto mutually agree as follows:

**ARTICLE 1: DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and the appropriate services for the County to maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to wit:

**1.1 FACILITIES**

Contractor warrants that the facilities provided for the detention of County's prisoners meet the requirement of the Texas Commissioner of Jail Standards.

**1.2 HOUSING AND CARE OF INMATES**

Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standard. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail.

### **1.3 MEDICAL SERVICES**

The per-day rate under this agreement covers only routine services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies.

The per-day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County through its Sheriff or designated representative as soon as possible to inform the County of the fact that the inmate has been hospitalized and the nature of the illness or injury that has required the hospitalization.

The Contractor will arrange for the hospital or health care provider to bill the costs of the hospitalization and/or medical care directly to the County, rather than The Contractor paying the costs and invoicing the County for the cost of the hospitalization.

If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor such costs within thirty business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

### **1.4 MEDICAL INFORMATION**

The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

### **1.5 TRANSPORTATION AND OFF SITE SECURITY**

The County is solely responsible for the transportation of the inmate to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per-day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by the law for an inmate admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County shall be responsible for the transportation of its inmates to and from all court proceedings and hearing not arising out of incidents in Contractor's County.

The County is responsible for the transportation of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

**1.6 SPECIAL PROGRAMS**

The per-day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Contractor's county. The parties may agree by written amendment to this agreement or by separate agreement for the provision there of.

**1.7 LOCATION AND OPERATION OF FACILITY**

The Contractor shall provide the detention services described herein at the Montague County Jail in Montague County, Texas.

**ARTICLE 2: FINANCIAL PROVISIONS**

**2.1 PER DIEM RATE**

The per diem rate for detention services under this agreement is sixty dollars (\$60) per man-day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that the County may not be billed for two days when an inmate is admitted one evening (i.e., on or after 6:00 p.m.) and removed the following morning (i.e., at or before 12:00 Noon). In that situation, the Contractor will be for the day of arrival, but not for the day of departure.

**2.2 BILLING PROCEDURE**

Contractor shall submit an itemized invoice for the services provided each month to the County.

Invoices will be submitted to the office of the County hereby designated to receive the same on behalf of the County to-wit:

Denton County Auditor  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76208

The County shall make payment to the Contractor within 30 days after receipt of the invoice.

Payment shall be in the name of Montague County, Texas, and shall be remitted to:

Montague County Treasurer  
P.O. Box 186  
Montague, TX 76251

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of the 10-percent or the maximum legal rate applicable thereto which shall be a contractual obligation of the County under this agreement.

County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

### **ARTICLE 3: TERM OF AGREEMENT**

#### **3.1 PRIMARY TERM**

The primary term of this agreement is for a period beginning October 1, 2023 (or the date of execution if after October 1<sup>st</sup>) and ending on September 30, 2024.

#### **3.2 RENEWALS**

The agreement may be renewed annually by the mutual agreement of the parties.

In the event that the parties seek to renew this agreement at the end of that primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

#### **3.3 TERMINATION**

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon a 60-day written notice delivered by either party to the offices specified herein by the other party to receive notices.

This agreement will likewise terminate upon the happening for any event that renders performance hereunder by the contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

### **ARTICLE 4: ACCEPTANCE OF INMATES**

#### **4.1 COMPLIANCE WITH THE LAW**

Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Contractor's Sheriff opinion, create a condition of overcrowding or create conditions which in

danger the life and/or welfare of personnel and inmates at the facility or result in possible violation of the constitutional rights of the inmates housed at the facility.

At any times that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, remove said prisoner(s) from the facility within eight (8) hours.

In the event such prisoner(s) are not removed by County, Contractor may deliver p such prisoner(s) to the Sheriff or Denton County at the cost and expense of the County.

#### **4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY**

The only inmates of the County eligible for incarceration in the Contractor facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirements set forth above.

The Contractor reserves the right to review the inmate's classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at the Contractor's facility, the Contractor reserves the right to demand that the County remove that inmate and the County may replace said inmate with a non-high risk inmate of the County.

#### **4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility and the County shall cooperate with and provide information requested regarding inmate(s) by the Contractor's Sheriff.

The Contractor reserves the right to refuse acceptance of any prisoner of the County.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility, in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility and shall do so within eight (8) hours upon the request of the Contractor's Sheriff.

Inmate(s) may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

In the event of the County's failure to remove such inmate within eight (8) hours, the Contractor may deliver up such inmate to the Sheriff or Denton County at the cost and expense of the County.

#### **4.4 INMATE SENTENCES**

Contractor shall not be in charge or responsible for the computation or processing of an inmate(s) time of confinement, including, but not limited to, computation of good time awards/credits and discharge date. All such computation and record keeping shall continue to be the responsibility of the County.

It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested, *in writing*, by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date and for the County to discharge the inmate(s) from its own facility.

The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same time.

The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

#### **4.5 LIABILITY**

The Contractor agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the Contractor's employees and agents, the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment necessary to the reasonable safety of the inmate(s).

The Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor understands and agrees that the Contractor, its employees, servants, agents and representatives shall, at no time, represent themselves to be employees, servants, agents and/or representatives of Denton County.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or omissions of

all County's employees and agents, County subcontractors and/or contract laborers and for those all other persons doing work under a contract or agreement with said County.

The County agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of the County's employees and agents, County's subcontractors and/or contract laborers and all other persons doing work under and contract or agreement with the County.

The County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Contractor.

**ARTICLE 5: MISCELLANEOUS**

**5.1 BINDING NATURE OF AGREEMENT**

This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

**5.2 NOTICE**

Either party hereto may deliver to the other all notices, demands, or other writing by United States mail or other reliable courier at the following address:

Contractor: Montague County, Texas  
County Judge  
P.O. Box 475  
Montague, TX 76251

County: Denton County, Texas  
County Judge  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76208

The address to which any notice, demand or other writing may be delivered to any party as able provided may be changed by written notice given by such party as above provided.

**5.3 AMENDMENTS**

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

**5.4 PRIOR AGREEMENTS**

This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

**5.5 CHOICE OF LAW AND VENUE**

The law, which shall govern this agreement, is the law of the State of Texas.

All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Montague, Montague County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Montague County, Texas.

**5.6 APPROVALS**

The Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act must approve this agreement.

**5.7 FUNDING SOURCE**

In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of the County.

The signature of the County’s Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet this obligation under this agreement.

\_\_\_\_\_  
Denton County Judge            Date  
Andy Eads  
Denton County, Texas

\_\_\_\_\_  
Montague County Judge        Date  
Kevin Benton  
Montague County, Texas

\_\_\_\_\_  
Jeff May, Denton County Auditor

\_\_\_\_\_  
Jennifer Essary, Montague County Auditor

\_\_\_\_\_  
Tracy Murphree  
Denton County Sheriff

\_\_\_\_\_  
Marshall Thomas  
Montague County Sheriff

\_\_\_\_\_  
Attorney Approval as to Form

\_\_\_\_\_  
Attorney Approval as to Form

# Government Surplus Auction Agreement & Scope of Services



## Government Agency

## Selling Agent

Montague County Sheriff

Royal Auction Group, Inc.  
AB2084, AU2604, TX18307

Jack Lawson

Brandon Roy, President/CEO  
George Frazier, VP/COO

jlawson@montaguesheriff.com

msalus@royalauctiongroup.com

100 Grand Street Montague, TX  
76251

7061 Alico Rd.  
Fort Myers, FL 33912

940-894-2871

239.936.4121

**Physical Auction Location: 4916 Hwy 287 N. Bowie, TX 76230**

**Online Bidding Locations: Proxibid, Equipment Facts, Bid Spotter, Royal Auction Group**

**Auction Title/ Description: Government Surplus Auction**

### AGREEMENT:

1. Royal Auction Group Inc., (here in after referred to as RAG), agrees to act as your selling agent for your asset surplus Auction. The term of this agreement is for 3 years.
2. There will be **NO COST** to the government agency for any services conducted for RAG.
3. All assets will be sold absolute to the highest bidder, with the option of a reserve. Only special considerations of reserves will be accepted and approved upon by both parties documented through email.
4. This Agreement will commence once all parties have signed and will be active for the term unless government entity supplies a 90-day written notice of cancelation of this agreement. If a renewal is requested, a new agreement contract may be written with the possibility of changes to this document.
  - a. Any changes to the current agreement must be accepted by all parties listed. A separate addendum will be attached once all changes are agreed upon.

### SCOPE OF SERVICES:

Montague County Sheriff (            )

1 of 3

RAG (            )

1. RAG will pick up and transport all government assets from up to three designated locations to our auction site located on Hwy 287 frontage road in Bowie, TX.
  - a. Assets that need assistance in loading, palletized items, non-running vehicles etc., will need a forklift or loading ramps provided by the government agency.
  - b. All drivable assets need to have at least ¼ tank of fuel to ensure asset can reach our auction site and have enough fuel to properly showcase the unit to potential buyers.
  - c. All titles need to be properly signed over and supplied by the day of pick up.
2. Royal Auction Group will complete a detailed inspection process. During the inspection process, RAG will complete a detailed description of said assets, take photos, and verify identification numbers.
3. RAG will remove any government logos from the assets through either a pressure washer or a heat gun process.
4. Royal Auction Group will remove any emergency vehicle light bars from the roof of the vehicle. If any other lights or items such as radios, cages, consoles, GPS, etc., need to be removed, please have your fleet department remove them prior to transportation. However, RAG can remove these items, for a cost, if agreed upon by both parties.
5. RAG will handle the entire title process. We will process your titles over to the buyer once the assets have been paid for in full.
6. Royal Auction Group will collect all funds from the buyers and reimburse the government agency the correct funds through either a company check or wire transfer within 21 days of the auction, once all the funds have been collected.

**MARKETING:**

1. RAG has the right to use all available selling techniques/ processes at their disposal to raise the appropriate funds for the consignments.
2. Marketing methods shall include, but are not limited to; brochures, web and print emails, selling bid platforms (Proxibid, Machinery Trader, Truck Paper and Equipment facts) and sale site signage.
  - a. A custom sale brochure will be created by RAG for all auctions and sent out to all of RAG's qualified bidders. Consignors will be provided with the brochures to disperse throughout their entity for their employees and patrons at their discretion.
  - b. Additional marketing will be issued by RAG on worldwide online bidding platforms to include: Proxibid and Machinery Trader / Truck Paper (Equipment Facts)

**COST OF SERVICES PROVIDED:**

Royal Auction Group Inc agrees to charge **NO FEES** for any and all services listed above to any government agency.

RAG will be charging a buyer's premium of 10% to the buyer/ bidder on-site and 12% on-line.

**CONSIGNOR RESPONSIBILITIES:**

1. Provide Royal Auction Group with a free and clear title at the time of pick up.
2. Allow RAG at least 72hrs to pick up assets once announced ready.

**LEGALITIES & RESPONSIBILITIES:**

1. All assets will be sold As-Is. Neither the selling agent nor the consignor will be liable for any warranty expressed or implied.
2. An asset is considered sold only when it is paid for in full.
3. RAG will release funds to consignor as to their discretion, 21 business days following the auction. A seller settlement sheet will be provided to the consignor at the completion of the sale. Payout will be conducted once all funds are received, and all paperwork is finalized.
4. RAG carries and maintains insurance for liabilities and auction staff pertaining to the auction and transportation process. A copy will be issued to the government agency to have on file.

**Consignor**

\_\_\_\_\_  
Montague County Sheriff Authorized

\_\_\_\_\_  
Date

**Selling Agent**

\_\_\_\_\_  
Royal Auction Group Inc.

\_\_\_\_\_  
Date

**Appendix B**

**MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST  
SECOND READING (FINAL)**

**Subdivision name:** DYE CREEK ESTATES

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All information required for preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lot and block numbers.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Street names, <i>must be pre-approved by 9-1-1 Coordinator.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Acreage of each lot or parcel.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name and address of Surveyor/Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location and size of drainage structures.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location, size, and proposed use of easements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Incorporated City's Boundary/ETJ Note.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Servicing Utilities Note.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certification from licensed professional engineer regarding utilities.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restrictive covenants.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tax certificates and rollback receipts if required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Home Owner's Association Incorporation articles and by-laws (if applicable).
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction plans of roads and drainage improvements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Receipt showing payment of preliminary plat fees.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sign-off for TxDOT road access, if applicable.

Appendices:

**FINAL CHECKLIST**  
(continued)

Appendices:

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix C (1) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is an individual)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix C (2) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is a corporation)
✓ <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix D – Certificate of Recording (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix E – Water Supply Certificate
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix F – Certificate of Surveyor
● <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix G – Certificate of Engineer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix H – Certificate of OSSF Inspector's Approval
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix I-Certificate of Road Maintenance (when roads are to be retained as private roads)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix J – Certificate of County Road Maintenance Disclaimer
● <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix K-Certificate of County Approval of Plat
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix L-Permit to Construct Driveway in County RoW
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix M-Lienholder's Acknowledgement
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix N-Revision to Plat (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix O-Notice of Utility Installation in County RoW
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix P-Plans and Specifications for Cattleguard (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix Q-Cross Section Road Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix R-Summary of Road Standards

**FINAL CHECKLIST  
(continued)**

**Appendices:**

**YES NO N/A**

**Appendix S-Development Fees**

  
\_\_\_\_\_  
**Signature of Reviewer**

8-09-2027  
\_\_\_\_\_  
**Date of Review**

**ADDITIONAL REQUIREMENTS:  
ALL ITEMS ON THIS CHECKLIST MUST BE IN THE HANDS OF THE COUNTY  
JUDGE'S OFFICE NO LESS THAN THIRTY (30) DAYS PRIOR TO THE  
COMMISSIONERS COURT HEARING DATE.**

**Appendix B**

**MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST  
SECOND READING (FINAL)**

SES 23034

Subdivision name: KINGDOM ESTATES PHASE 1

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All information required for preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lot and block numbers.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Street names, <i>must be pre-approved by 9-1-1 Coordinator.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Acreage of each lot or parcel.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name and address of Surveyor/Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location and size of drainage structures.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location, size, and proposed use of easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated City's Boundary/ETJ Note.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Servicing Utilities Note.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certification from licensed professional engineer regarding utilities.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Restrictive covenants.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tax certificates and rollback receipts if required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Home Owner's Association Incorporation articles and by-laws (if applicable).
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction plans of roads and drainage improvements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Receipt showing payment of preliminary plat fees.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sign-off for TxDOT road access, if applicable.

Appendices:

**FINAL CHECKLIST  
(continued)**

Appendices:

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix C (1) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is an individual)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix C (2) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is a corporation)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix D – Certificate of Recording (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix E – Water Supply Certificate
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix F – Certificate of Surveyor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix G – Certificate of Engineer
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix H – Certificate of OSSF Inspector’s Approval
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix I-Certificate of Road Maintenance (when roads are to be retained as private roads)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix J – Certificate of County Road Maintenance Disclaimer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix K-Certificate of County Approval of Plat
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix L-Permit to Construct Driveway in County RoW
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix M-Lienholder’s Acknowledgement
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix N-Revision to Plat (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix O-Notice of Utility Installation in County RoW
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix P-Plans and Specifications for Cattleguard (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix Q-Cross Section Road Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix R-Summary of Road Standards

**FINAL CHECKLIST  
(continued)**

Appendices:

**YES**   **NO**   **N/A**

Appendix S-Development Fees

\_\_\_\_\_  
Signature of Reviewer

\_\_\_\_\_  
Date of Review

**ADDITIONAL REQUIREMENTS:  
ALL ITEMS ON THIS CHECKLIST MUST BE IN THE HANDS OF THE COUNTY  
JUDGE'S OFFICE NO LESS THAN THIRTY (30) DAYS PRIOR TO THE  
COMMISSIONERS COURT HEARING DATE.**



## KATHY PHILLIPS

---

Montague County Tax Assessor-Collector  
P.O. Box 8  
Montague, Texas 76251  
Phone (940)894-3601  
tac@co.montague.tx.us

July 25, 2023

### CERTIFICATION OF VALUE AND RATES FOR SETTING OF 2023 TAX RATES

Honorable Judge Benton  
Commissioners Murphey, Mayfield, Langford, and Darden

Pursuant to Section 26.04 of the Texas Property Tax Code, I submit the following information:

I, Kathy Phillips, Montague County Tax Assessor-Collector, hereby certify the following information is correct and may be used to set the Tax Rates for 2023 by the Montague County Commissioners' Court.

Certified Net Values	\$2,637,185,756
Rolling Railroad Stock	<u>\$15,389,871</u>
<b>TOTAL TAXABLE VALUE</b>	<b>\$2,652,575,627</b>
Total Appraised	\$6,331,391,049
Total Assessed	\$3,051,309,639
Total Taxable Value of New Property	\$71,311,513
No New Revenue Rate	.4803
Voter Approval Rate	.5018
Unused Increment Rate	0
De Minimis	.5066

The above Truth in Taxation Rates were figured and verified by Kathy Phillips, Montague County Tax Assessor-Collector July 25, 2023. I estimate that the collection rate for the 2023 taxes will be 98%.

Kathy Phillips

Montague County Tax Assessor-Collector

# **MONTAGUE COUNTY**

# **EMPLOYEE HANDBOOK**

**MONTAGUE COUNTY**  
**EMPLOYEE HANDBOOK**

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## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I have received a copy of the Montague County Employee Handbook that outlines my benefits and obligations as a Montague County employee. I understand that I am responsible for reading and familiarizing myself with the information in this handbook and understand that it contains general personnel policies of the County. If I need clarification on any of the information in this handbook, I will contact my immediate supervisor.

I further understand that the Montague County Employee Handbook is not a contract of employment. I understand that I am an at-will employee and that my employment may be terminated by either myself or the County, at any time, with or without cause, and with or without notice.

I understand that this employee handbook is intended to provide guidance in understanding Montague County's policies, practices, and benefits. I understand that Montague County retains the right to change this handbook at any time, and to modify or cancel any of its employee benefits when the need for change is recognized.

I further understand that as a Montague County employee, I am expected to provide quality service to the public; to work towards the highest degree of safety possible for my fellow workers', to continually make suggestions for improvements, and to display a spirit of teamwork and cooperation.

I understand that I will be granted compensatory time off in lieu of payment of overtime to the extent provided by law and I may be required to take earned compensatory time off at the County's discretion.

I understand that I may be subject to reasonable suspicion or post-accident drug and alcohol testing. If I am required to have a Commercial Driver's License (CDL) for my county position, I will be subject to random, reasonable suspicion, post-accident and follow-up drug and alcohol testing.

I have read these policies and understand these policies and I agree to abide by and adhere to these policies.

---

Printed Name of Employee

---

Signature of Employee

---

Date Signed

**COUNTY OF MONTAGUE  
COMMISSIONERS COURT ORDER**

WHEREAS the Montague County Commissioners Court desires to provide the employees of Montague County with a uniform format for dealing with various employment related issues; and

WHEREAS the Montague County Commissioners Court wish to adequately communicate to employees the policies and procedures of the County:

THEREFORE, BE IT RESOLVED that the Montague County Commissioners Court hereby approve, and adopt, the MONTAGUE COUNTY EMPLOYEE HANDBOOK.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner Pct. 1

\_\_\_\_\_  
Commissioner Pct. 2

\_\_\_\_\_  
Commissioner Pct. 3

\_\_\_\_\_  
Commissioner Pct. 4

Witnessed and Attested By:

\_\_\_\_\_  
County Clerk

## RESOLUTION FOR MONTAGUE COUNTY

I the undersigned have read the Montague County Employee Handbook that the Montague County Commissioner's Court has adopted. As an ELECTED OFFICIAL of Montague County, I endorse and approve the Employee Handbook. I approve the document as it reflects my commitment to Montague County employees, and it reflects my commitment to conform to appropriate state and federal laws.

I agree to be bound by the terms and conditions of the Montague County Employee Handbook, as witnessed by my signatures below.

---

Printed Name of Elected Official

---

Office of Elected Official

---

Signature of Elected Official

---

Date Signed

# Montague County Employee Handbook

Welcome to Montague County!

We are excited to have you as an employee of Montague County. You were hired because the elected official, appointed official or department head believes you can contribute to the success of Montague County, and share our commitment to serving the public and our constituents with excellence.

Montague County is committed to providing excellent service to the public in all our county offices. As part of the team, we hope you will discover that the pursuit of excellence is a rewarding aspect of your career here.

This employee handbook contains some key policies, benefits, and expectations of Montague County, and other information you will need. Each elected or appointed official may have detailed policy and procedures for their office.

Your job is essential to fulfilling our mission of serving our county constituents every day and to meet or exceed their expectations. We achieve this through dedicated hard work and commitment from every Montague County employee. You should use this handbook as a ready reference as you pursue your career with Montague County. Please consult with your elected official, appointed official or department head regarding questions you may have regarding this employee handbook.

Welcome aboard!

Sincerely,

---

County Judge

---

Commissioner Pct. 1

---

Commissioner Pct. 2

---

Commissioner Pct. 3

---

Commissioner Pct. 4

# **SECTION 1:**

# **GENERAL POLICIES**

## A. COUNTY EMPLOYMENT

### 1A-1 EMPLOYMENT AT-WILL

All employment with Montague County shall be considered “at will” employment. No contract of employment shall exist between any individual and Montague County for any duration, either specified or unspecified. No provision of this employee handbook shall be construed as modifying your employment at will status.

Montague County shall have the right to terminate the employment of any employee for any legal reason, or no reason, at any time either with or without notice.

Montague County shall also have the right to change any condition, benefit, policy, or privilege of employment at any time, with or without notice. Employees of Montague County shall have the right to leave their employment with the County at any time, with or without notice.

### 1A-2 EMPLOYEE STATUS POLICY

Each county position has an employee status that identifies how the position is paid and how benefits are granted by Commissioners Court. The status of a position cannot be changed without the approval of the Commissioners Court. This policy defines both health insurance and retirement benefits. Full-time employees will be eligible for health insurance. All other classifications must be included in the county initial and/or standard measurement periods for the Affordable Care Act.

**Regular Full Time:** A full-time employee shall be any employee in a position who has a normal work schedule of at least thirty (30) hours per week. Full time employees are eligible for county health insurance and retirement benefits. Other county policies will dictate eligibility for other benefits. Employees may be non-exempt, hourly employees or exempt employees. Non-exempt employees are eligible for overtime compensation. Exempt employees are not eligible for overtime compensation. Montague County makes exempt status determination based on the Fair Labor Standards Act.

**Regular Part Time:** A part-time employee shall be any employee in a position who has a normal work schedule of less than thirty (30) hours per week. All regular part-time employees must be placed on TCDRS retirement regardless of the number of hours worked per week. Other county policies will dictate eligibility for other benefits.

**Temporary Seasonal:** A seasonal employee shall be any employee who is hired into a position that lasts six (6) or less months and begins at approximately the same time each year. Examples may include, but are not limited to, lifeguards, summer mowers, and election workers. Seasonal employees can be either part time or full time, and they may qualify for health insurance through the county under the Affordable Care Act depending on the number of hours

worked per week, and the length of employment. Temporary seasonal employees are not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

**Regular Variable Hour:** A variable hour employee shall be any employee for whom the county cannot determine the average number of hours that the employee will work each week – hours are variable or indeterminate at the time of the employee’s start date. If the employee works an average of thirty (30) or more hours a week in the measurement period, the employee will be eligible for health insurance through the county under the Affordable Care Act. If an employee’s schedule becomes regular, then the employee shall be reclassified as full or part time depending on the hours worked. Regular variable hour employees are eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

**Temporary Part Time:** A temporary short-term part-time employee shall be any employee who is expected to work less than thirty (30) hours each week in a position that is expected to last for a specific period or until a specific project is completed, but no longer than 12 months. If this project goes beyond 12 months, the employee will move into a regular part time status. Temporary short-term part-time employees are not entitled to any benefits under the Affordable Care Act and are also not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

**Temporary Full Time:** A temporary short-term full-time employee shall be any employee who is expected to work for thirty (30) or more hours each week in a position that is expected to last for a specific period or until a specific program is completed, but no longer than 12 months. If this project goes beyond 12 months, the employee will move into a regular full-time status. Temporary short-term full-time employees are not eligible for retirement benefits under TCDRS. Temporary full-time employees will be eligible under the Affordable Care Act for county health benefits. Other county policies will dictate eligibility for other benefits.

**Temporary Regular Variable Hour:** A temporary variable hour employee shall be any employee for whom the county cannot determine the average amount of hours that the employee will work each week – hours are variable or indeterminate at the time of the employee’s start date. This position will be expected to last for a specific period or until a specific program is completed, but no longer than 12 months. If this project goes beyond 12 months, the employee will move into either a Regular Full-Time position or a Regular Part Time position. If the employee works an average of thirty (30) or more hours a week in the measurement period, the employee will be eligible for health insurance through the county under the Affordable Care Act. If an employee’s schedule becomes regular, then the employee shall be reclassified as temporary full time or temporary part time depending on the hours worked. Temporary variable hour employees are not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

### **1A-3 EQUAL EMPLOYMENT OPPORTUNITY**

Montague County is an equal opportunity employer. The county will not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, including lesbian, gay, bisexual or transgender status, age, genetic information, pregnancy, veteran status, disability, or any other condition or status protected by law in hiring, promotion, demotion, raises, termination, training, discipline, use of employee facilities or programs, or any other benefit, condition, or privilege of employment except where required by state or federal law or where a bona fide occupational qualification exists. If an employee needs accommodation as a result of a condition or status protected by law, please advise your elected official, appointed official, department head or the county attorney, Clay Riddle.

### **1A-4 AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT**

It is the policy of Montague County to prohibit any harassment of, or discriminatory treatment of employees based on a disability or because an employee has requested reasonable accommodation. If an employee feels they have been subject to such treatment, or has witnessed such treatment, the situation should be reported to your elected official, appointed official, department head or the county attorney. All elected officials, appointed officials, department heads and employees with responsibilities requiring knowledge are instructed to treat the employee's disability with confidentiality.

It is Montague County's policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the county. In accordance with the Americans with Disabilities Act, as amended (ADAAA), reasonable accommodations may be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs, or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment, and all employees. If you require accommodation, please contact your elected official, appointed official, department head or the county attorney. Reasonable accommodation shall be determined through an interactive process of consultation.

### **1A-5 PERSONNEL FILES**

The Montague County Treasurer's department will retain basic employee information in an individual personnel file. This file will include all pertinent employment documents such as resume, application, as well as records concerning performance, discipline, and compensation.

It is important that the personnel records of Montague County be accurate at all times. To avoid issues, compromising your benefit eligibility or having W2's returned, Montague County requests employees to promptly notify the appropriate personnel representative of any change in name, home address, telephone number, marital status, number of dependents, or of any other pertinent information.

The Public Information Act allows county employees to keep their home addresses, home telephone numbers, social security numbers, emergency contact information, and information that reveals whether the employee has family members confidential. Employees may keep this information private by requesting in writing not to allow this information to be released to the public no later than 14 days after their first day of employment.

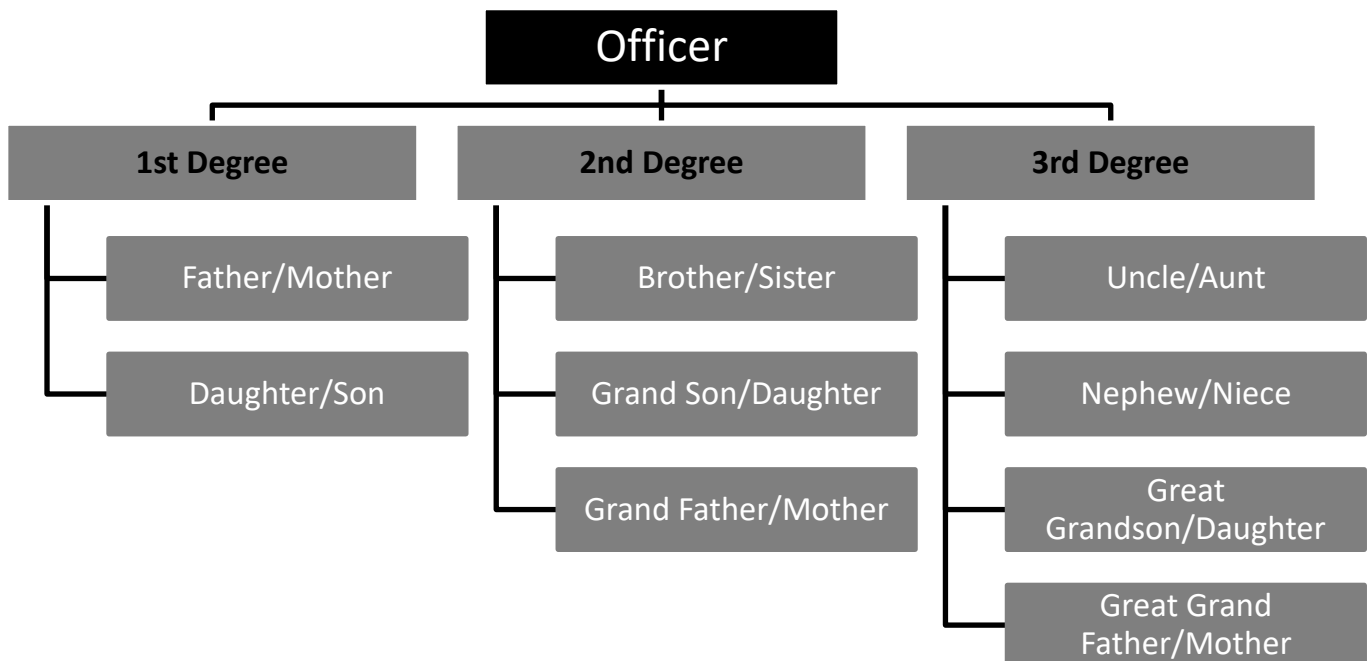
### 1A-6 NEPOTISM

Texas Government Code Chapter 573, a Public Official of Montague County is prohibited from hiring a relative related within the third degree of consanguinity (blood) or within the second degree of affinity (marriage) to work in a department that they supervise or exercise control over.

A degree of relationship is determined under Texas Government Code Chapter 573. (See the charts that follow.)

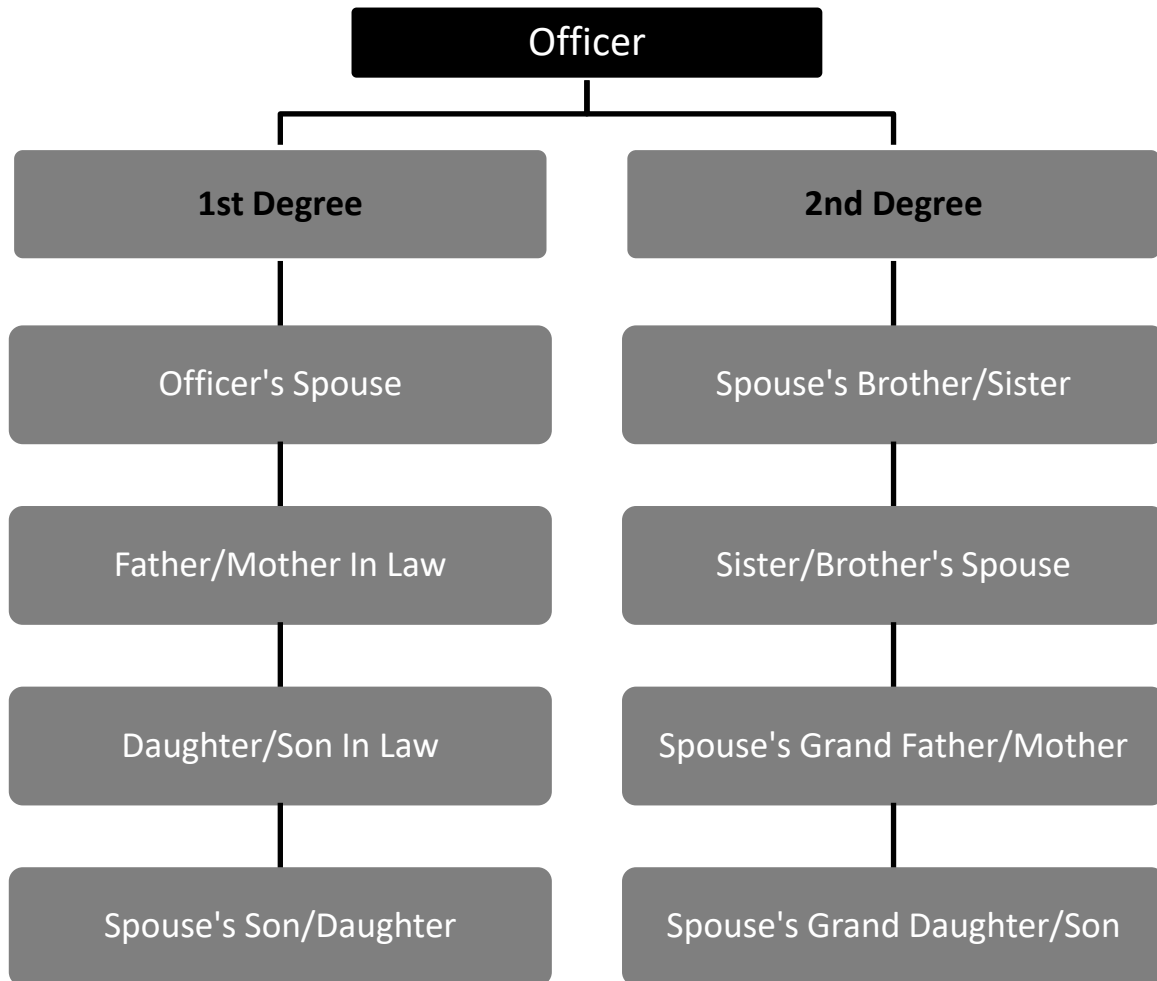
## CONSANGUINITY KINSHIP CHART

(Relationship by Blood)



# AFFINITY KINSHIP CHART

(Relationship by Marriage)



## **B. WORK RULES AND EMPLOYEE RESPONSIBILITY**

### **1B-1 ATTENDANCE**

As a Montague County employee, you are expected to be punctual and demonstrate consistent attendance.

Each employee shall report to work on each day they are scheduled to work and at the starting time set by their supervisor unless prior approval for absence is given by the supervisor or the employee is unable to report for work because of circumstances beyond the control of the employee. If an employee is unable to be at work at their normal reporting time, they shall be responsible for notifying their supervisor at least 1 hour(s) prior to the scheduled start of their shift or as soon as it is reasonably practicable in the case of an emergency.

Each employee shall remain on the job until the normal quitting time established by the supervisor unless permission to leave early is given by the supervisor.

Each supervisor is responsible for determining if an unscheduled absence or tardiness is to be classified as excused or unexcused, based on the circumstances causing the absence or tardiness. Frequent unexcused absences or tardiness, as determined by your immediate supervisor, may make an employee subject to disciplinary measures, up to and including termination of employment.

An employee who does not report for work for three (3) consecutive scheduled workdays, and who fails to notify their supervisor, shall be considered to have resigned their position by abandonment.

### **1B-2 DRESS CODE**

Montague County expects all employees to be well groomed, clean, and neat always. Each official or department head will determine the type of attire that is acceptable. Employees are required to always act in a professional manner and extend the highest courtesy to co-workers and to the public being served. A cheerful and positive attitude is essential to our commitment to customer service.

### **1B-3 TOBACCO/SMOKE FREE WORKPLACE**

Montague County endeavors to provide a healthy environment. Therefore, any form of tobacco or vaping consumed in county buildings and county vehicles is strictly prohibited. Additionally, no smoking is allowed within ten (10) feet of the exterior entranceways.

## **1B-4 CONFLICT OF INTEREST**

Employees of Montague County shall not engage in any employment, relationship, or activity which could be viewed as a conflict of interest because of the potential or appearance of affecting the employee's job efficiency, or which would reduce their ability to make objective decisions regarding their work and responsibility as a Montague County employee.

Employees involved in conflict-of-interest situations shall be subject to discipline, up to and including termination and these actions may have criminal consequences for employees.

Activities which constitute a conflict of interest shall include but not be limited to:

- 1) Soliciting, accepting, or agreeing to accept a financial benefit, gift, or favor, other than from the County, that might reasonably tend to influence the employee's performance of duties for the County or that the employee knows or should know is offered with the intent to influence the employee's performance.
- 2) Accepting employment, compensation, gifts, or favors that might reasonably tend to induce the employee to disclose confidential information acquired in the performance of official duties.
- 3) Accepting outside employment, compensation, gifts, or favors that might reasonably tend to impair independence of judgment in performance of duties for the County.
- 4) Making any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and their duties for the County; or
- 5) Soliciting, accepting, or agreeing to accept a financial benefit from another person in exchange for having performed duties as a Montague County employee in favor of that person.

## **1B-5 HARASSMENT**

Montague County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts, or displays based on sex, including lesbian, gay, bi-sexual or transgender status, sexual orientation or gender identity, race, color, religion, national origin, age, genetic information, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of, the conduct is used as the basis for an employment decision; or (3) the conduct creates an offensive, intimidating, or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Montague County whether committed by an elected official, appointed official, department head, co-worker, or non-employee with whom the county does business.

Employees who feel they have been harassed should immediately report the situation to the elected official, appointed official or department head who is responsible for the department in

which they work. If, for any reason, the employee feels that reporting the harassment to the official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Every reported complaint will be investigated promptly and thoroughly. While all claims of harassment shall be handled with discretion, there can be no complete assurance of full confidentiality. The official or department head to which a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Retaliation against an employee who reports harassment or who cooperates in the investigation is prohibited by law as well as this policy. Employees who feel they have been subjected to illegal retaliation should immediately report the situation to the elected official, appointed official, or department head who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful harassment or retaliation has occurred, up to and including termination.

## **1B-6 SEXUAL HARASSMENT**

Sexual harassment is strictly prohibited by Montague County, whether committed by an elected official, an appointed official, a department head, a co-worker, or a non-employee the county does business with. It is the policy of Montague County to provide a workplace free from sexual harassment for all employees and to take active steps to eliminate any sexual harassment of which the County becomes aware.

Employees engaging in sexual harassment shall be subject to discipline, up to and including termination of employment. Sexual harassment shall include, but not be limited to, unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature, which includes slurs, jokes, statements, gestures, touching, pictures, emails or cartoons where: (1) the submission to such conduct is either an expressed or implied condition of employment; or (2) the submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or (3) the conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

All claims of sexual harassment shall be taken seriously and investigated promptly and thoroughly. While all claims of sexual harassment shall be handled with discretion, there can be no complete assurance of full confidentiality.

Employees who feel they have been sexually harassed should immediately report the situation to the elected official, appointed official or department head who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Every reported complaint will be investigated promptly and thoroughly. The official or department head to which a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Use the following procedures so that your complaint may be resolved quickly and fairly.

- a) When practical, confront the harasser and ask them to stop the unwanted behavior.
- b) Record the time, place, and specifics of each incident, including any witnesses.
- c) Report continuing sexual harassment to the Elected Official, Appointed Official, or Department Head who is responsible for your department or to the County Judge or the County Attorney.
- d) If a thorough investigation reveals that unlawful sexual harassment has occurred, Montague County will take effective remedial action in accordance with the circumstances, up to and including termination.

Retaliation against an employee who reports sexual harassment or who cooperates as a witness in the investigation is prohibited by law as well as this policy.

Employees who feel they have been subjected to illegal retaliation should immediately report the situation to the elected official, appointed official or department head who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Reporting or failing to report claims in accordance with the procedure given in this policy shall not limit other legal recourse an employee may have regarding sexual harassment charges.

### **1B-7 POLITICAL ACTIVITY**

Employees of Montague County shall have the right to support candidates of their choice and to engage in political activity during their personal time.

County employees shall not: 1) Use their official authority or influence to interfere with or affect the result of any election or nomination for office; 2) Directly or indirectly coerce,

attempt to coerce, command, or advise another person to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political reason; or 3) Use any equipment, property or material owned by the County for political activity or engage in political activity while on duty for the County.

### **1B-8 OUTSIDE EMPLOYMENT**

Montague County employees are expected to give their full and undivided attention to their job duties. They should not use Montague County facilities or equipment or their association with Montague County to carry on a private business or profession. Unless express approval is obtained in advance and in writing from their immediate supervisor, county employees should not engage in a profit-making business nor become involved with a non-profit organization outside of their employment with Montague County that interferes with the employee's assigned duties with Montague County.

### **1B-9 BREAKS**

The Patient Protection and Affordable Care Act amended the Fair Labor Standards Act to require reasonable breaks for nursing mothers to express breast milk. The Texas Right to Express Breast Milk in the Workplace Act also imposes duties on public employers and, under other state law, is applicable for the duration of a nursing mother's need to express breast milk. Montague County supports the practice of expressing breast milk.

Montague County will provide reasonable paid breaks for a nursing mother to express breast milk. The nursing mother will be allowed whatever time is needed to express breast milk.

The County will provide the nursing mother with a private location, other than a bathroom. The location will be shielded from view and free from intrusion and appropriate for expressing breast milk. The specific location will be determined on a case-by-case basis.

Montague County does not allow any retaliation against a nursing mother for asking for this break. Nursing mothers are entitled to this break for the duration of the time they are expressing breast milk. Reasonable accommodation will be given for the needs of employees who express breast milk. An employee of the county who needs to express breast milk may not be discriminated against.

All other employee breaks are determined by each official or department head and are not required to be given. If your department provides you with a break, it may not be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for a nursing mother; however, if paid breaks are provided for employees, a nursing mother must be given the same amount of paid break time.

## **1B-10 GRIEVANCES**

Any employee having a grievance related to their job should discuss the grievance with their immediate supervisor.

If the discussion with the immediate supervisor does not resolve the grievance, and, if the immediate supervisor is not the elected or appointed official with final responsibility for the employee's department, the employee shall have the right to discuss the grievance with that official.

The decision of the elected or appointed official with final responsibility for the employee's department shall be final in all grievances.

## **1B-11 DISCIPLINE.**

Each supervisor shall have the authority to administer discipline to employees in their department for poor performance, violation of policies, disruptive behavior, or any other behavior or activity which the supervisor feels is not acceptable as it relates to the employee's job or the best interest of the department or County.

Depending on the severity of the situation, discipline may range from informal counseling up to and including immediate termination.

**All County employees are "at will" employees and nothing in this policy gives an employee any contract of employment, guarantee of any duration of employment, or any other property interest in their job.**

Montague County retains the right to terminate the employment of any individual at any time for any legal reason, or no reason, with or without notice. The County also retains the right to change any condition, benefit, privilege, or policy of employment at any time, with or without notice.

## **1B-12 LICENSE AND CERTIFICATIONS**

Montague County has many positions that require licenses and certifications. It is the responsibility of each employee to maintain all required licenses and certifications. If an employee is unable to renew or loses a license or certification, they must immediately notify their supervisor. If this license is a requirement for the position, the employee may be demoted, transferred, or terminated. Under no circumstances will the employee be allowed to continue in the position where a license or certification is required if failure to have such license or certification is illegal under either Federal or State Law.

## **1B-13 WEATHER CLOSINGS AND EMERGENCIES**

As a general practice, Montague County does not close its operations unless the health, safety, and security of county employees are seriously brought into question. When this happens, either because of severe weather conditions or other emergencies, the County Judge is responsible for initiating the closing.

The County Judge will notify the following entities for a public announcement: KFDX-Channel 3, KAUZ-Channel 6, KNTX AM 1410 radio, and Montague County Emergency Management (for rebroadcasting to elected officials and department heads). Announcements of an emergency closing will, to the extent possible, specify the starting and ending times of the closing. However, each elected official controls the working hours of their employees, even in an emergency.

Many county departments are continuously operating public safety and service departments. Many county personnel will be required to work during emergency closings. Each official or department head is responsible for designating their own employees and providing alternate information to personnel designated as essential during emergency closings. Public safety will be foremost in the development of departmental emergency action plans.

## **1B-14 CONFIDENTIALITY**

Montague County is a public entity; however, some county employees acquire confidential (confidential, non-public) information because of their position with the county. This information must be protected. Employees who reveal confidential (confidential, non-public) information they have received because of their position may be subject to discipline up to and including termination.

Regarding the personnel information on employees of Montague County; much of the information in an employee's personnel file, including salary and job evaluations is subject to disclosure under the Public Information Act, however, highly personal matters are typically not subject to disclosure. The county will adhere to the Public Information Act requirements.

## **1B-15 WHISTLEBLOWER**

An employee may, in good faith, report an alleged violation of a Montague County Policy or federal or state law to their supervisor, department head, or Montague County Treasurer's office, unless all these persons are the alleged perpetrators of the alleged violation of policy or law. If all the listed persons are alleged to be involved in the violation, the employee may report the allegation to the County Judge, County or District Attorney. The county will investigate the reported activity.

An official, supervisor, department director, or any other employee is prohibited from taking adverse employment action against an employee who, in good faith, reports an alleged violation of County policy or federal or state law to a designated person, pursuant to this policy.

An employee who intentionally makes a false report of wrongdoing may be subject to discipline up to and including termination.

An employee who, in good faith, believes they are being subjected to retaliation based on a report of alleged wrongdoing under this policy should immediately contact County Treasurer, County Judge, or the County or District Attorney.

An employee with a question regarding this policy should contact Montague County Treasurer.

## **C. COUNTY PROPERTY AND EMPLOYEE RESPONSIBILITY**

### **1C-1 COUNTY PROPERTY USAGE**

Each county employee shall be responsible for the care, maintenance, proper use, and upkeep of any County equipment assigned to them. County employees shall only use equipment, tools, and other County property that they are authorized to use. Personal use of county equipment, supplies, tools, and any other county property is not permitted and may result in discipline up to and including termination. Improper use may subject employees to criminal prosecution.

### **1C-2 COUNTY VEHICLE USAGE**

Some employees may be required to use county vehicles as a part of their job. Employees who are assigned county vehicles shall be responsible for the care, maintenance, proper use and upkeep of these vehicles. Employees may only use the vehicles they are authorized to use. Employees may not allow other individuals to operate the vehicles they have been assigned.

If personal use of a county vehicle is permitted the employee will be required to keep a log of all personal miles driven, including to and from work. These personal miles will be subject to payroll taxes at the current IRS rate in accordance with IRS rules and regulations.

Employees who operate vehicles must maintain a current active license for the operation of that vehicle. If they have any change in the status of their license, they must immediately notify their supervisor. An employee whose job involves operation of a vehicle requiring a license for its legal operation shall be subject to possible job change, demotion, or termination if that license is suspended or revoked.

Any employee involved in an accident while operating County equipment or vehicles shall immediately report the accident to their supervisor and to the proper law enforcement or other

authority immediately. A copy of all accident and incident reports prepared by the employee shall be sent to the supervisor and the County Treasurer.

### **1C-3 SEATBELT USE POLICY**

This policy is intended to protect county employees operating or riding in motor vehicles from the hazards of motor vehicle accidents.

#### **Applicability**

This policy is mandatory for all county employees operating motor vehicles and visitors riding in county-owned vehicles. This includes all county employees operating county-owned vehicles, passengers in county-owned vehicles, and all employees operating personal vehicles while engaged in county business, and employees riding as a passenger in a vehicle while on county business and any motorized equipment that comes equipped with seat belts.

#### **Policy**

This policy applies to on road vehicles (cars and trucks) and any motorized equipment that comes equipped with seat belts. All county-owned vehicles will be equipped with seat belts. This includes the vehicle cab, passenger seating area and jump seats. Vehicle passengers will be permitted to ride only in areas of the vehicle designed for that purpose. Seat belts shall be used by all employees riding in a vehicle while the vehicle is in motion.

Violation of this policy will result in disciplinary action by the department head. Employees who have a medical condition which may preclude wearing a seat belt may carry a physician's note indicating a waiver for medical reasons.

### **1C-4 MOBILE DIGITAL DEVICE/CELL PHONE USAGE**

Montague County determines on a case-by-case basis the need for county provided cell phones. County cell phones are to be used for business purposes only.

#### **Montague County Short Digital Device Policy:**

Mobile Digital Devices should not be allowed to distract employees from job tasks. Use of Mobile Digital Devices for surfing the internet or gaming during work hours is discouraged. Mobile Digital Devices should never be used while driving, operating equipment, or in any situation where they can cause accidents.

#### **Montague County Detailed Company Cell Phone Policy:**

The Montague County Mobile Digital Device policy offers general guidelines for using personal and county Mobile Digital Devices during work hours.

The purpose of this policy is to help us all get the most out of the advantages Mobile Digital Devices offer our county while minimizing the distractions, accidents, and frustrations improper Mobile Digital Devices use can cause.

This policy applies to all Montague County employees.

#### **Mobile Digital Devices Use Guidelines:**

The following are Montague County's basic guidelines for proper employee cell phone use during work hours. In general, Mobile Digital Devices should not be used when they could pose a security or safety risk, or when they distract from work tasks:

- Never use a Mobile Digital Device while driving.
- Never use a Mobile Digital Device while operating equipment.
- Do not use Mobile Digital Devices for surfing the internet or gaming during work hours.
- Avoid using work Mobile Digital Devices for personal tasks.
- Avoid using personal Mobile Digital Devices for work tasks.
- Do not use Mobile Digital Devices during meetings.
- Do not use Mobile Digital Devices to record confidential information.

We realize Mobile Digital Devices can be great tools for our employees. We encourage employees to use Mobile Digital Devices when:

- For making or receiving work calls in the appropriate place and situation to do so.
- For other work-related communication, such as text messaging or emailing in appropriate places and situations.
- To schedule and keep track of appointments.
- To carry out work-related research.
- To keep track of work tasks.
- To keep track of work contacts.

#### **Disciplinary Action:**

Improper use of Mobile Digital Devices may result in disciplinary action. Continued use of Mobile Digital Devices at inappropriate times or in ways that distract from work may lead to having Mobile Digital Device privileges revoked.

Mobile Digital Device usage for illegal or dangerous activity, for purposes of harassment, or in ways that violate the county confidentiality policy may result in employee termination.

## **1C-5 COMPUTER AND INTERNET USAGE**

The use of Montague County information systems, including computers, fax machines, smart phones, tablet computers and all forms of Internet/Intranet access, is for Montague County business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable if it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in any expense for the County.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the County's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Use of Montague County computers, networks, and Internet access is a privilege granted by officials or department heads and may be revoked at any time for inappropriate conduct carried out on such systems. County employees shall have no expectation of privacy when using county computers, networks, or other county owned equipment. Improper use may result in discipline up to and including termination.

Montague County owns the rights to all data and files in any computer, network, or other information system used in the county. Montague County also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems, Facebook, twitter, etc.) and their content, as well as all use 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 county equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by county officials at all times. Montague County has the right to inspect all files stored in private areas of the network or on individual computers or storage media to assure compliance with policy and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate county official. No employee shall break any copyright laws, download any illegal or unauthorized downloads. Montague County monitors its entire informational systems and employees may be subject to discipline up to and including termination for any misuse of county informational systems.

Employees should not bring personal computers to the workplace or connect them to Montague County electronic systems, unless expressly permitted to do so by their supervisor and/or IT department. Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **D. SAFETY AND HEALTH EMPLOYEE RESPONSIBILITY**

### **1D-1 WORKERS COMPENSATION**

All Montague County employees are covered by workers' compensation coverage while on duty for the County. Workers' compensation coverage pays for medical bills resulting from a covered injury or illness an employee incurs while carrying out the duties of their job. Workers' compensation also pays Temporary Income Benefits (TIBS) for time lost from work more than seven calendar days as the result of eligible work-related injuries or illnesses, except for Law Enforcement employees who receive salary continuation.

Employees may use paid leave for all workers' compensation time off less than 8 days.

All employees who are placed on Worker's Compensation leave will fall under the Family Medical Leave Act. Montague County runs FMLA and Worker's Compensation concurrently.

Any employee who suffers a job-related illness or injury is required to notify their supervisor as soon as possible. Failure to promptly report job related injuries or illnesses may affect an employee's eligibility for benefits or delay benefit payments.

An employee who has lost time because of a work-related accident or illness is required to provide a release from the attending physician before being allowed to return to work.

An employee's workers' compensation benefits may be adversely affected if the employee is injured while under the influence of alcohol or drugs or while the employee is engaging in horseplay.

Montague County will make every effort to bring the injured employee back to work as soon as reasonably possible. Montague County has a return-to-work policy in place and if a position is found that will meet all the restrictions, the employee will be given a bona fide offer of employment. If the employee refuses to return to work, and family medical leave has been exhausted, workers' compensation benefits may be affected, and the employee may be terminated.

### **1D-2 RETURN TO WORK**

This policy covers employees who are on leave due to a work-related injury or illness. Because employees are our most valuable resource, Montague County attempts to help employees return to work as soon as possible.

An employee on leave due to a work-related injury or illness may return to work only when Montague County receives a medical release from the treating doctor. It is a violation of County

policy for any employee receiving worker's compensation benefits of any kind to be employed with a third party on a full-time or part-time basis. Violation of this policy may result in termination.

**Return to work options:**

- Return to prior position at full duty with doctor release stating that the injured employee can perform the job functions without restrictions.
- Light Duty – for any employee who is not able to return to their prior position and perform the regular duties of that job but can return with certain restrictions, Montague\_\_\_ County will try to accommodate light duty when possible but **cannot guarantee** the availability of light duty.

Employees on light duty are not guaranteed the rate of pay they received for the position they held at the time of injury or illness. The pay rate for light duty is based on the knowledge, skills and abilities required for that job, as well as general market conditions. Employees in a light duty position are not permitted to supplement their workers' compensation benefits by using their vacation, holiday, compensatory or sick leave.

**Four (4) week limit** - Light duty assignments are **temporary** arrangements intended to complement and facilitate the healing process. Light duty may be initially offered for a period of four (4) weeks and then will be reviewed and evaluated by the supervisor based, in part, on the recommendation of the physician (unless FMLA time is still available).

**Employee refusal of work** - In the event an employee refuses to return to regular or light duty work in response to a written, bona fide offer of employment by Montague County, the employee may be separated from employment with Montague County subject to FMLA qualification and his/her position may be filled permanently. A written, bona fide offer of employment must clearly state:

- The position offered and the duties of the position.
- Montague County's agreement to meet the conditions set out by the treating doctor.
- The job's wage, working hours and location.

**Medical Information**

All employees' medical information is held in strict confidence in accordance with the Americans with Disabilities Act Amendments Act (ADAAA). Medical inquiries are limited to those permitted under the Texas Workers' Compensation Statute and applicable federal law.

**Coordination with FMLA**

Nothing in this policy should be construed as denying employees their rights under the Family Medical Leave Act (FMLA) or any other federal or state law. It is Montague County's policy to designate an employee's leave due to a work-related injury or illness as FMLA, if eligible. Montague County counts the period of any employee's light duty assignment toward the employee's FMLA entitlement.

Until employees have exhausted their twelve (12) week FMLA entitlement, they have the right to be reinstated to their original job or an equivalent job provided they are able to perform the essential functions of the job.

### **1D-3 EMPLOYEE SAFETY**

Montague County is committed to providing a safe workplace for our employees.

Each County employee must adhere to the general safety standards established for all employees as well as comply with their departmental safety requirements. Safety procedures may differ in each county department. Your supervisor will provide you with specific information pertaining to your position.

Failure to follow the safety standards set by the County or your supervisor subjects an employee to disciplinary action, up to and including termination.

Employees seeing unsafe working conditions shall either take steps to correct those conditions or report the unsafe conditions to their supervisor.

### **1D-4 DRUG AND ALCOHOL- ALL EMPLOYEES**

Montague County is a drug and alcohol-free workplace. A county employee may not be present at work during a period the employee's ability to perform their duties is impaired by drugs or alcohol. The County believes that a drug and alcohol-free workplace will help ensure a healthy, safe, and secure work environment.

This policy applies to all employees of Montague County regardless of rank or position and shall include full-time, part-time, and temporary employees. The only exception to this policy is the possession of controlled substances by law enforcement personnel as part of their law enforcement duties.

An employee may not unlawfully manufacture, distribute, dispense, possess, sell, purchase, or use a controlled substance or drug paraphernalia on County property or while conducting County business not on County property.

An employee may not be under the influence of alcohol or illegal drugs while on County property or while on duty for the County.

An employee may not possess or use unauthorized prescription or over-the-counter drugs while on County property or while on duty for the County. An employee may not use prescription or over-the-counter drugs while on County property or while on duty for the County in a manner other than that intended by the manufacturer or prescribed by a physician.

An employee may use prescription and over-the-counter drugs in standard dosage or according to a physician's prescription if the use will not impair the employee's ability to do their job safely and effectively. An employee must keep prescription medications used at work in their original container.

An employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician or a pharmacist to determine if the medication could interfere with the safe and effective performance of their job duties.

If the use of a medication could compromise an employee's ability to do their job or the safety of the employee, fellow employees or the public, the employee must report the condition to their supervisor at the start of the workday or use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty).

A supervisor must treat any information related to an employee's authorized use of prescription medications and any other medical information provided by the employee as confidential information.

An employee having problems with drugs or alcohol is encouraged to seek treatment from a qualified professional. Information on benefits provided for treatment of alcohol and drug abuse problems provided by the County's health plan program is available in the employee's health plan booklet or from the Montague County Treasurer's Office.

Any employee who violates this policy shall be subject to disciplinary measures, up to and including termination.

An employee who voluntarily asks for time off to get treatment and recover from a drug or alcohol abuse problem will be given protections as required by law. Upon returning to work from a bona fide inpatient treatment facility, the employee will be subjected to a volunteer drug testing program as often as monthly until there is evidence the employee no longer abuses drugs and/or alcohol. Failure to comply with the requirements of the post rehabilitative program, including refusing the volunteer testing program will result in termination. The post rehabilitative program will last for as long as two years. If at any time the employee tests positive or refuses the volunteer drug test during this post rehabilitative program the employee will be terminated.

Montague County will drug test employees who ARE NOT CDL license holders under the following conditions:

**Pre-employment drug testing:**

Montague County has a pre-employment drug testing requirement that must be passed post offer before an employee starts their first day of work. All offers of employment are conditional upon passing a drug and alcohol test. The employee will sign a consent waiver.

**Suspicion-Based Testing:** (Recommend supervisor training. Required for CDL supervisors.)  
Under the Influence shall be defined as having a blood alcohol concentration of .01 or more.

**Reasonable Suspicion** – If an employee is having work performance problems or displaying behavior that may be alcohol or drug related or is otherwise demonstrating conduct that may be in violation of this drug and alcohol policy where immediate action is necessary, the elected official or supervisor will require that employee to submit to alcohol or drug test. The following conditions might be signs of possible alcohol or drug use (not an all-inclusive list):

- Abnormally dilated or constricted pupils
- Glazed stare – redness of eyes (sclera)
- Flushed face
- Change of speech (faster, slower, slurred)
- Constant sniffing
- Increased absences
- Redness under nose
- Sudden weight loss
- Needle Marks
- Change in personality (i.e., paranoia)
- Increased appetite for sweets
- Forgetfulness, performance faltering, poor concentration
- Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money.
- Constant fatigue or hyperactivity
- Smell of alcohol
- Difficulty walking
- Excessive, unexplained absences
- Dulled mental processes.
- Slow reaction rate

Elected Officials or supervisors must act if they have reason to believe one or more of the above listed conditions is indicated and that the substance abuse is affecting their employee's job performance or behavior. The following steps will be taken:

1. Confront the employee involved and keep them under direct observation until the situation is resolved. Inform the employee of the problem with their job performance and specific violations of the County Policy.
2. If the supervisor believes, after observing or talking to the employee, that the conduct or performance problem could be due to substance abuse, the employee will be immediately required to submit to a drug or alcohol test. If the employee refuses to submit to testing for any reason, the employee may be terminated.

3. Employees will be asked to release any evidence, such as alcohol or drug paraphernalia, relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline, up to and including termination. All confiscated evidence will be receipted for with signatures of either the elected official or supervisor as well as the employee.
4. The elected official or supervisor will **remove** the employee from the county workstation and ensure that the employee is transported to an appropriate collection site and thereafter to the employee's residence. Under no circumstances will the employee be allowed to drive a vehicle until a confirmed negative test result is received.
5. The elected official or supervisor shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems and present such documentation to the Treasurer's Office for filing.

**Post-Accident Testing:**

All employees directly involved in an on-the-job accident or incident resulting in property damage and/or medical treatment may be required to be tested. This will be at the discretion of their elected official or supervisor.

Testing Procedures –

1. The employee will be escorted and driven to the designated facility for specimen collection and/or testing.
2. The employee will be required to follow the drug testing protocol of the medical facility providing the testing.
3. If the employee desires another test to be given, they may do so within 2 hours of the specimen being collected, and the same specimen will be used. The cost of this request will be paid for by the employee. All initial costs will be paid for by Montague County.
4. The employee will be placed on paid administrative leave until the results of the test are known. The elected official or supervisor will make arrangements to ensure that the employee is safely returned to their residence.
5. Under no circumstances, unless required or authorized by law, will alcohol or drug testing information be released without written consent from the employee.

Each employee is expected to cooperate and consent to a drug test when requested under the terms of this policy. Refusal to consent to a drug and/or alcohol test when requested is cause for termination.

Any employee who violates this drug and alcohol policy shall be terminated.

**1D-5 DRUG AND ALCOHOL- CDL EMPLOYEES**

CDL Drivers are an extremely valuable resource for Montague County's business. Their health and safety are a serious County concern. Drug or alcohol use may pose a serious threat to drivers' health and safety. It is, therefore, the policy of the County to prohibit CDL employees

from being under the influence of or using illegal drugs or alcohol during working hours.

The Federal Highway Administration (“FHWA”) has issued regulations, which require the County to implement a controlled substance testing program. The County will comply with these. All CDL drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the County.

Specifically, it is the policy of Montague County that the use, sale, purchase, transfer, possession, or presence in one’s system of any controlled substance (except medically prescribed drugs) or alcohol by any CDL driver while on County premises, engaged in County business, while operating County equipment, or while under the authority of the County is strictly prohibited. Mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement. Montague County will conduct pre-employment, random, reasonable suspicion, and post-accident drug testing in accordance with federal law.

It is the policy of Montague County to comply with the U.S. Department of Transportation, FMCSA Clearinghouse, a secure online database that provides employers with real-time information about CDL driver drug and alcohol program violations. Montague County will conduct both electronic queries and traditional manual queries with previous employers from January 6, 2020, to January 5, 2023, as required by FMCSA’s drug and alcohol use testing program, for checking CDL driver violation histories. Drivers may view their own records. Employees will be required to provide a consent form from the CDL holder to conduct both Limited and Specific inquiries.

A detailed policy and procedure is available at the Montague County Treasurer’s office.

## **1D-6 WORKPLACE VIOLENCE**

Montague County is committed to providing a workplace free of violence. Montague County will not tolerate or condone violence of any kind in the workplace. The county will also not tolerate or condone any threats of violence, direct or indirect, this includes jokes. All threats will be taken seriously and will be investigated. Employees must refrain from any conduct or comments that might make another employee suspicious or in fear for their safety. Employees are required to report all suspicious conduct or comments to their immediate supervisor. Employees should always be aware of their surroundings and report any suspicious behavior from the public, former employees or current employees to their immediate supervisor or the sheriff’s department. If employees believe that a person is violating this policy, they should immediately report to their immediate supervisor or the sheriff’s department. Employees found in violation of this policy may be subject to discipline up to and including immediate termination.

## 1D-7 SOCIAL MEDIA

For purposes of this policy “social media” includes, but is not limited to, online forums, blogs, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and Instagram, etc. Montague County recognizes the importance of social media for its employees. However, use of social media by employees may become a problem if: it interferes with the employee’s work; is used to harass supervisors, co-workers, customers, or vendors; creates a hostile work environment; or harms the goodwill and reputation of Montague County among the community at large. Montague County encourages employees to use social media within the parameters of the following guidelines and in a way that does not produce the adverse consequences mentioned above.

Where no policy or guideline exists, employees are expected to use their best judgment and take the most prudent action possible. If you are uncertain about the appropriateness of a social media posting, check with your manager or supervisor.

- If your posts on social media mention Montague County, make clear that you are an employee of Montague County and that the views posted are yours alone and do not represent the views of Montague County.
- Do not mention Montague County supervisors, employees, customers, or vendors without their express consent.
- Do not pick fights. If you see a misrepresentation about Montague County, respond respectfully with factual information, not inflammatory comments.
- Remember, you are responsible for what you write or present on social media. You can be sued by other employees, supervisors, customers, or vendors, and any individual that views your social media posts as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. Employees can be subject to disciplinary action, up to and including termination for what they post on social media platforms, even if the employee did not use a county computer or if the post did not occur during work hours or on county property.
- Employees may not use Montague County computer equipment for non-work-related activities without written permission. Social media activities should not interfere with your duties at work. Montague County monitors its computers to ensure compliance with this restriction.
- You must comply with copyright laws and cite or reference sources accurately.
- Do not link to Montague County’s website or post Montague County material on a social media site without written permission from your supervisor.
- All Montague County policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment and code of conduct.
- Any confidential information that you obtained through your position at Montague County must be kept confidential and should not be discussed through any social media forum.

- Violation of this policy may lead to discipline up to and including the immediate termination of employment.

It is the policy of Montague County that supervisors do not engage in social media activities with their employees.

Montague County prohibits the installation or use of the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited; or a social media application or service specified by proclamation of the governor on any device owned or leased by Montague County and requires the removal of covered applications from those devices. Violation of this policy may lead to discipline up to and including the immediate termination of employment.

The installation and use of a covered application may be acceptable to the extent necessary for providing law enforcement; or developing or implementing information security measures. In order for the installation to be approved Montague County must require the use of measures to mitigate risks posed to this state during the use of the covered application, and the documentation of those measures.

## **1D-7 HAZARD COMMUNICATION POLICY**

### **General**

- 1.1 The Texas Hazard Communication Act (THCA) is designed to help protect against chemical illnesses and injuries by ensuring that employers and employees are provided with sufficient information to recognize chemical hazards and take appropriate protective measures. Employers are required to provide this information through comprehensive chemical hazard communication programs that include safety data sheets (SDSs), labels, and worker training.
- 1.2 In order to comply with Texas HAZCOM Act the following written Hazard Communication Program (HCP) will be used to protect personnel of Montague County. The originals will be kept on file in the Treasurer's Office at the Montague County Courthouse. Each Commissioner Precinct and each County office not located in the Courthouse will have a copy pertaining to the appropriate location. All employees are expected to comply with the program. The Montague County Commissioners' Court and Treasurer will be responsible for ensuring that the program is current and enforced.
- 1.3 A copy of this program is to be made available to employees upon hiring, and a copy will be supplied to any employees upon request. The Treasurer should be contacted when a copy of the program is needed.
- 1.4 The program will be updated as new chemicals or hazards are introduced into the working environment. The program will be reviewed annually.

1.5 Each Elected Official, Department Head, or person ordering chemicals will check all chemical purchase requests (PR) to be sure a statement requesting a Safety Data Sheet (SDS) appears on the purchase request (PR) before being processed.

**CHEMICAL CONTAINER LABELING - Health Safety Code Art. 502.007 and Texas Administration Code Sec. 25 Art. 295.6**

2.1 Each Elected Official, Department Head, or Supervisor will be responsible for all containers of hazardous chemicals entering the workplace, and will assure that the chemical containers are properly labeled with at least:

- A) Chemical name
- B) Hazard warning AND
- C) Name and address of the manufacturer, importer, or responsible party

2.2 No container shall be used until it has been checked by a qualified person. If the chemical is to be transferred to a separate container, a qualified person will ensure that the new container is properly labeled, that all secondary containers are labeled with an extra copy of the original manufacturer's label, or with a generic label which has a block for identity and blocks for the hazard warning. For help with labeling, please contact the Commissioner or Department Head or Elected Official. Each Department Head will review the labeling system annually and update as required.

**SAFETY DATA SHEETS (SDS)- HSC Article 502.006 and TAC 25 Article 295.5**

3.1 The SDS system shall include:

- a) Current master inventory list of all SDS
- b) The identity used on the SDS shall be the same as used on the container label
- c) The chemical and common name of all ingredients determined to present a hazard shall appear on all SDS

3.2 The SDS shall contain the following elements:

- a) **Identification;** includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.
- b) **Hazard(s) identification;** includes all hazards regarding the chemical; required label elements.
- c) **Composition/information on ingredients;** includes information on chemical ingredients; trade secret claims.
- d) **First-aid measures;** includes important symptoms/ effects, acute, delayed; required treatment.
- e) **Fire-fighting measures;** lists suitable extinguishing techniques, equipment; chemical hazards from fire.

- f) **Accidental release measures;** lists emergency procedures; protective equipment; proper methods of containment and cleanup.
- g) **Handling and storage;** lists precautions for safe handling and storage, including incompatibilities.
- h) **Exposure controls/personal protection;** lists OSHA's Permissible Exposure Limits (PELs); Threshold Limit Values (TLVs); appropriate engineering controls; personal protective equipment (PPE).
- i) **Physical and chemical properties;** lists the chemical's characteristics.
- j) **Stability and reactivity** lists chemical stability and possibility of hazardous reactions.
- k) **Toxicological information;** includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.
- l) **Other information;** includes the date of preparation or last revision.

3.3 The original SDS's will be kept on file in the Treasurer's office, in the Montague County Courthouse. The SDS will also be part of the program for use by employees. Each office not located in the Courthouse will keep a current and up-to-date copy of the program and SDS's pertaining to that location on file. New chemicals shall not be used until a SDS has been obtained.

**EMPLOYEE TRAINING PROGRAM - HSC Article 502.009 and TAC 25 Article 295.7**

4.1 Before starting work, the respective Elected Official, Department Head, or Supervisor of a new employee will go over their copy of the HCP and each SDS applicable to their job. Before any new chemical is used, all employees will be informed of its use, will be instructed on safe use, and will be trained on hazards associated with the new chemical. All employees will attend additional training, as appropriate, to review the HCP and SDS. Appropriate library reference material will also be discussed during the training session(s).

- 4.2 The minimum orientation and training for a new employee is as follow:
- a) an overview of the requirements contained in the Texas Hazard Communication Act
  - b) location and availability of the written HCP
  - c) location of SDS file and location of hazardous inventory list
  - d) interpreting labels and SDS sheets
  - e) chemical hazards present in their workplace operations and this office
  - f) acute and chronic effects of workplace chemical hazards
  - g) methods and observation techniques used to determine the presence of, and release of, hazardous chemicals in the work area
  - h) how to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment
  - i) steps taken by Montague County to lessen or prevent exposure to the chemicals listed on the inventory list
  - j) emergency and first aid procedures to follow if exposed to hazardous chemicals
  - k) handling, clean up, and disposal procedures

- 4.3 Prior to a new chemical hazard being introduced into any section of the workplace, each employee will be given information and training as outlined above
- 4.4 After attending the training class, each employee will sign a form to verify that they attended the training, that the written HCP is made available for review, and that he/she understands the HCP.
- 4.5 Before entering an establishment, a Montague County employee will ascertain what hazards they may be exposed to and take appropriate action to protect themselves. If the employee has any questions about what protection they need, they will contact their Department Head or Supervisor immediately.

**WORKPLACE CHEMICALS - HSC Article 502.005 and TAC 25 Article 295.4**

- 5.5 Montague County will develop and maintain a list of hazardous chemicals normally present in the workplace in excess of 55 gallons or 500 pounds in aggregate amount. This Workplace Chemical List will be developed for each workplace where such quantities of hazardous chemicals are used or stored and will be available for review by employees and their designated representatives
- 5.6 The Elected Official, Department Head or Supervisor will be responsible for reviewing and updating the Workplace Chemical List as necessary, but at least by December 31st of each year.
- 5.7 The Workplace Chemical List will be maintained for at least 30 years. This list shall contain the old format, Material Safety Data Sheets (MSDS), and the new format, Safety Data Sheets (SDS).
- 5.8 Further information on chemicals listed on the Workplace Chemical List can be obtained by referring to the Safety Data Sheet (SDS) located in each workplace where these chemicals are used or stored.

**NON-ROUTINE TASKS**

- 6.1 Before any non-routine task is performed, employees shall be advised and/or they must contact their Elected Official, Department Head, or Supervisor for special precautions to follow, and he/she shall inform any other personnel who could be exposed.
- 6.2 In the event such tasks are required, the Elected Official, Department Head, or Supervisor will provide the following information about such activity as it relates to the specific chemicals expected to be encountered:
  - A) specific chemical name (s) and hazard (s)
  - B) personal protective equipment required and safety measures to be taken

C) measures that have been taken to lessen the hazards including ventilation, respirators, presence of other employee (s), and emergency procedures.

#### **OTHER PERSONNEL EXPOSURE (CONTRACTORS)**

- 7.1 It will be the responsibility of official in charge of project to provide other personnel or outside contractor(s) with the following information:
- A) hazardous chemicals to which they may be exposed while in the workplace
  - B) measures to lessen the possibility of exposure
  - C) location of SDS for all hazardous chemicals
  - D) procedures to follow if they are exposed.
- 7.2 The official in charge of a project will also be responsible for contacting each contractor before work is started to gather and disseminate any information concerning chemical hazards the contractor is bringing into the workplace, and vice versa.

#### **REPORTING EMPLOYEE DEATHS AND INJURIES - HSC Article 502.012 and TAC 25, Article 295.9**

- 8.1 Montague County will notify the Texas Department of State Health Services, Environmental Hazards Unit, Hazard Communication Program, Division for Regulatory Services, Enforcement Unit, of any employee accident that involves a hazardous chemical exposure or asphyxiation, and that is fatal to one or more employees or results in the hospitalization of five or more employees.
- 8.2 The Elected Official, Department Head, or Supervisor will be responsible for reporting all such accidents to the Texas Department of State Health Services, Environmental Hazards Unit, Hazard Communication Program Division for Regulatory Services, Enforcement Unit, within 48 hours after their occurrence.

Notifications will be made either orally or in writing to:

Texas Department of State Health Services - Environmental Hazards Unit  
Hazard Communication Program,  
P.O. Box 149347, MC 1987  
Austin, TX 78714-9347  
Phone: 1-800-293-0753  
Fax: 1-512-834-6726  
Email: [TxHazComHelp@dshs.texas.gov](mailto:TxHazComHelp@dshs.texas.gov)

Division of Regulatory Services - Enforcement Unit

1100 West 49th St.  
Austin, TX 78756  
Phone: 512 834-6665  
Fax: 512 834-6606

- 8.3 Employees will be responsible for reporting all accidents involving a hazardous chemical to their supervisor.
- 8.4 Supervisors will be responsible for reporting all accidents involving hazardous chemicals to the Elected Officials or Department Head.

**POSTING THE NOTICE TO EMPLOYEES - HSC Article 502.0017 and TAC 25, Article 295.12**

- 9.1 Montague County will post and maintain in all workplaces where hazardous chemicals are used or stored the most current version of the TDH Notice to Employees, informing employees of their rights under the THCA.
- 9.2 The Notice to Employees shall be clearly posted and unobstructed at all locations in the workplace where notices are normally posted, and with at least one location in each workplace.
- 9.3 In workplaces where employees that have difficulty reading or understanding English may be present, a copy of the Notice, printed in Spanish, will be posted together with the English version of the Notice.

**PERSONAL PROTECTIVE EQUIPMENT- HSC Article 502.017 and TAC 25 Article 295.12**

- 10.1 Montague County will provide appropriate personal protective equipment (PPE) to all employees who use or handle hazardous chemicals.
- 10.2 The Elected Official, Department Head or Supervisor will assume overall responsibility for the PPE program and will ensure that appropriate equipment and training are provided to include:
- A) Routes of entry
  - B) Permeability of PPE material
  - C) Duties being performed by the employee
  - D) Hazardous chemicals present
  - E) Proper fit and functionality of PPE as described by the manufacturer's specifications.
  - F) Appropriate maintenance and storage of PPE.

**MAINTANING EMPLOYEE RIGHTS - HSC Article 502.017 and TAC 25 Article 295.12**

- 11.1 Montague County shall not discipline, harass, or discriminate against any employee for filing complaints, assisting inspectors of the Texas Department of State Health Services, participating in proceedings related to the Act, or exercising any rights under the Act.

11.2 Employees cannot waive their rights under the Texas Hazard Communication Act. A request or requirement for such a waiver by an employer is a violation of the Act.

#### EXEMPTIONS

12.1 Per Section 502.004(f), the following chemicals are exempt from the requirements of the THCA and are outside the scope of this written program:

A) Hazardous waste that is subject to regulation by the Texas Natural Resources Conservation Commission and/or the U.S. Environmental Protection Agency

B) A chemical in a laboratory under the direct supervision or guidance of a technically qualified individual if:

Labels on incoming containers of chemicals are not removed or defaced, this employer complies with

Sections 502.006 and 502.009 of the THCA with respect to laboratory employees; and the laboratory is

not used primarily to produce hazardous chemicals in bulk for commercial purposes.

C) Tobacco or tobacco products

D) Wood or wood products

E) Articles formed to a specific shape or design during manufacture and that does not release or otherwise

result in exposure to a hazardous chemical under normal conditions of use

F) Food, drugs, cosmetics, or alcoholic beverages

G) Consumer products or hazardous substances used in the workplace in the same manner as normal

consumer use and if the use results in a duration and frequency of exposure that is not greater than

exposures experienced by a consumer

H) Radioactive waste

#### DEFINITIONS

A. **“Appropriate Hazard Warning”** Any words, pictures, symbols, or combination thereof appearing on a label or other appropriate form of warning which convey the health and physical hazards, including the target organ effects of the chemical(s) in the container(s).

B. **“Categories of Hazardous Chemicals”** A grouping of hazardous chemicals with similar properties.

C. **“Container”** Any bag, barrel, bottle, box, can, cylinder, drum, ration vessel, storage tank, or the like that contains a hazardous chemical or contains multiple smaller containers of an identical hazardous chemical. The term “container” does not mean pipes or piping systems, nor does it mean engines, fuel tanks, or other operating systems in a vehicle. A primary container is one in which the hazardous chemical is received from the supplier. A secondary container is one to which the hazardous chemical is transferred after receipt from the supplier.

- D. **“Employee”** A person who may be or may have been exposed to hazardous chemicals in the person’s workplace under normal operating conditions or foreseeable emergencies. Workers such as office workers or accountants who encounter hazardous chemicals only in non-routine, isolated instances are not employees for the purposes of this Act.
- E. **“Expose”** Subjecting an employee to a hazardous chemical in the course of employment through any route of entry, including inhalation, ingestion, skin contact, or absorption. The term includes potential, possible, or accidental exposure under normal conditions of use or in a reasonably foreseeable emergency.
- F. **“Hazardous Chemical”** or **“Chemical”** An element, compound, or mixture of elements or compounds, that is a physical hazard or a health hazard.
- G. **“Health Hazard”** A chemical for which acute or chronic health effects may occur in exposed employees and which is a toxic agent, irritant, corrosive, or sensitizer.
- H. **“Label”** Any written, printed, or graphic material displayed on or affixed to containers of hazardous chemicals, and which includes the same name as on the material safety data sheet.
- I. **“Safety Data Sheet (SDS)”** An updated format of the previously used Material Safety Data Sheet (MSDS). This document contains chemical hazard and safety handling information that is prepared in accordance with the requirements of the federal Occupational Safety and Health Administration (OSHA) and the Globally Harmonized System (GHS) standard for that document. A current SDS is one which contains the most recent significant hazard information for hazardous chemicals as determined by the chemical’s manufacturer.
- J. **“Material Safety Data Sheet (MSDS)”** A previously used format of the current Safety Data Sheet (SDS). This document contains chemical hazard and safety handling information that is prepared in accordance with the past requirements of the federal Occupational Safety and Health Administration (OSHA).
- K. **“Physical Hazard”** A chemical, which is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive), or water-reactive.
- L. **“Personal Protective Equipment”** Protective equipment provided to an employee by the employer which provides a level of protection to chemicals to which the employee may be exposed that will be adequate to ensure their health and safety based on current industry standards.
- M. **“Stationary Process Container”** A tank, vat, or other such container which holds different hazardous chemicals at different times.
- N. **“Technically Qualified Individual”** An individual with a professional education and background working in the research or medical fields, such as a physician or registered nurse, or an individual holding a minimum of a bachelor’s degree in a physical or natural science.
- O. **“Work Area”** A room, defined space, utility structure, or emergency response site in a workplace where hazardous chemicals are present, produced, or used, and where employees are.

P. "Workplace" A contiguous facility that is staffed 20 hours or more per week, unless such a facility is subdivided by the employer. Normally this subdivision would be a building, cluster of buildings or other structures, or a complex of buildings, but could be for a portion of a building if the employer chooses. Noncontiguous properties are always separate workplaces, in which case they can be either work areas of a headquarters' workplace or separate workplaces, which is at the discretion of the employer.

# **SECTION 2: EMPLOYEE COMPENSATION AND BENEFITS**

## A. EMPLOYEE PAYROLL

### 2A-1 FAIR LABOR STANDARDS ACT SAFE HARBOR

Montague County makes every effort to pay its employees correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to Montague County Treasurer's attention, Montague County will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below. If you are overpaid the county will make the necessary corrections at the next payroll.

Employees who are classified as non-exempt employees must maintain an accurate record of the total hours you work each day. It is the responsibility of each employee to verify that their time sheets are correct. Your timecard must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Do not sign your timecard if it is not accurate. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Non-exempt employees, unless authorized by your supervisor, should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are authorized to do so. That time worked is to be recorded on your timecard. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your timecard. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination. If anyone directs you to work without documenting your time worked, you must tell Montague County Treasurer.

It is a violation of Montague County policy for any employee to falsify a timecard, or to alter another employee's timecard. It is also a serious violation of County policy for any employee, supervisor or official to instruct another employee to incorrectly or falsely report hours worked, or to alter another employee's timecard to under- or over-report hours worked. If anyone instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to Montague County Treasurer, PO Box 186, Montague TX 76251 (940)894-2161.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours worked for the County. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, the salary will be a pre-determined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

For exempt employees, your salary may also be reduced for certain types of deductions such as your portion of health, dental or life premiums; state, federal or local taxes, social security, retirement; or voluntary contributions to a deferred compensation plan. In any workweek in which you performed any work, your wages may be reduced for any of the following reasons: 1) absence from work for one or more full days for personal reasons, other than sickness or disability; or 2) full day disciplinary suspensions for infractions of our written policies and procedures; or 3) full day for violating safety rules of a major significance; or 4) Family and Medical Leave or Military Leave absences; or 5) to offset amounts received as payment for jury and witness fees or military pay; or 6) the first or last week of employment in the event you work less than a full week.

If you are an exempt employee, in any workweek in which you performed any work, your salary will not be reduced for any of the following reasons: 1) partial day absences for personal reasons, sickness or disability; or 2) your absence because the facility is closed on a scheduled work day; or 3) your absence because of the County's operating requirements; or 4) absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work; or 5) any other deductions prohibited by state or federal law.

Please note it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

If you have questions about deductions from your pay, please immediately contact your supervisor. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to Montague County Treasurer, PO Box 186, Montague TX 76251 (940) 894-2161. If you are unsure of who to contact or if you have not received a satisfactory response within five business days after reporting the incident, please immediately contact the County Attorney PO Box 336, Montague, TX 76251 (940) 894-2261. Every report will be fully investigated, and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the County's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including termination.

## **2A-2 INTERNAL REVENUE SERVICE (IRS) FRINGE BENEFITS**

Montague County will comply with the IRS regarding fringe benefits such as county uniforms, county vehicle usage and day-trip meals. Employees may be responsible for paying payroll taxes on such fringe benefits.

## **2A-3 COMPENSATION**

Montague County Commissioners Court annually sets the maximum compensation for each employee in accordance with Texas State Law.

Montague County complies with the Fair Labor Standards Acts as outlined in the Fair Labor Standards Safe Harbor policy.

Law Enforcement personnel are treated in accordance with the 207(k) exemption under the Fair Labor Standards Act. The Commissioners' Court has adopted this exemption. *(See Policy Below)*

All non-exempt County employees shall be paid an hourly wage.

Some employees may have the classification of hourly employees paid on a salary basis, but they remain non-exempt for FLSA purposes. For full-time non-exempt employees, the monthly salary compensates the employee for all hours worked up to 40 in each workweek of the month.

Temporary employees shall be paid hourly at least the minimum wage established by the Fair Labor Standards Act, as amended.

In the event of a major disaster where the County Judge has issued a disaster declaration and it has been extended by the Commissioners' Court, for the County to be reimbursed by FEMA, all salaried employees will be calculated in the same manner as hourly employees for the duration of the disaster incident and the disaster declaration is rescinded or allowed to expire.

## **2A-4 PAYROLL DEDUCTIONS**

Deductions shall be made from each employee's paycheck for federal withholding, social security, Medicare, and any other deductions required by law.

Employees eligible for membership in the Texas County and District Retirement System shall have their contributions to that system deducted from each paycheck. Any optional deductions authorized by the Commissioners' Court and approved by the employee shall also be made from the employee's paycheck.

No optional deductions shall be made from an employee's paycheck unless the employee turns in written authorization for the deduction to the Treasurer's Office.

## **2A-5 WORK WEEKS AND WORK PERIODS**

For purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act (FLSA), the workweek for Montague County shall begin at 12:01 a.m. on each Sunday and end seven (7) consecutive days later (168 hours). Law Enforcement employees who fall under the FLSA 207(k) exemption shall have a work period of 14 days and 86 hours as established by the Montague County Commissioners Court.

## **2A-6 TIMESHEETS**

Each employee must fill out a time sheet and/or have their time entered into the ESS Time Entry portal to be turned in/submitted to their supervisor on or before the Monday following the last day of each pay period. Supervisors shall have all time entry submissions approved by end of day on the Monday following the last day of the pay period. Failure to complete a timesheet or time entry may result in an employee only receiving minimum wage payment until the proper time sheet has been completed and turned into the payroll department. All corrections will be made on the next regularly scheduled payroll. The time sheet and/or time entry prepared by the employee shall show an accurate record of all time worked and leave taken, whether paid or unpaid, for the pay period. Time sheets/Time Entry are governmental documents and as such require accurate and truthful information. Falsifying a time sheet, a governmental record, is a criminal offense. Employees shall only use appropriate available leave to account for their regular weekly work schedule.

## **2A-7 PAY PERIODS**

The pay period for Montague County shall be a bi-weekly pay period with the pay period dates established by the Commissioners' Court. If a payday falls on a holiday or a weekend, paychecks shall be issued on the last workday immediately preceding the holiday or weekend.

## **2A-8 WORK SCHEDULES**

The normal hours of work for most positions in the County shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. Each official or department head shall determine the exact working schedules for their employees. In order to meet the needs of the County, certain departments or employees may be required to work a schedule that varies from the normal work schedule, or they may be subject to call back in case of emergency or special need.

## **2A-9 HOURS WORKED**

Hours worked shall include all time actually spent in the service of the County as defined in the Fair Labor Standards Act (FLSA) and its regulations. The workday for the County shall begin at 12:01 a.m. each day and end 24 consecutive hours later.

## **2A-10 LAW ENFORCEMENT PAY AND OVERTIME**

Montague County Commissioners Court has adopted the 207(k) exemption under the Fair Labor Standards Act for law enforcement employees, which includes deputies and jailers. These employees have a work period of fourteen (14) days and overtime will be due after 86 hours actually worked. Law enforcement employees' salary covers all hours up to 86 hours. Paid leave shall not be counted in determining if overtime has been worked in any workweek. Except in emergency situations, an employee shall be required to have authorization from their supervisor before working overtime.

## **2A-11 OVERTIME CALCULATIONS AND RULES**

Overtime shall include all time actually worked for the county in excess of 40 hours in any workweek, with the exception of law enforcement (See policy on "Law Enforcement Pay and Overtime").

Paid leave shall not be counted in determining if overtime has been worked in any workweek. Except in emergency situations, an employee shall be required to have authorization from their supervisor before working overtime.

Overtime compensation shall be paid in the form of compensatory time off in accordance with the provisions of the FLSA. Covered employees shall receive paid compensatory time off at a rate of one and one-half (1 ½) times the amount of overtime worked.

The maximum amount of unused compensatory time an employee shall be allowed to have at any one time is 40 hours, except for Law Enforcement employees, which is 100 hours. When an employee has reached the maximum accrual of compensatory time, any additional overtime worked shall be compensated at a rate of one and one-half (1 ½) the employee's regular rate of pay until compensatory time has been used to bring the balance below the maximum.

Employees shall be allowed to use earned compensatory time within a reasonable period after it is requested provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works. Compensatory time may be used for any purpose desired by the employee with supervisor approval. Montague\_ County shall have the right to require employees to use earned compensatory time at the convenience of the county.

If an employee terminates employment, for any reason, prior to using all earned FLSA compensatory time, they shall be paid for all unused compensatory time in accordance with the requirements of the FLSA.

Montague County shall retain the right to "buy back" all or part of an employee's unused compensatory time by paying the employee for that time at the employee's current regular

rate. Montague County shall retain the right to pay all or part of the overtime worked in any workweek by paying for that overtime at one and one-half (1 ½) the employee's regular rate of pay.

Each employee shall be responsible for recording any compensatory time used within a pay period on the time sheet for that pay period.

## **2A-12 DEMOTIONS**

Demotions are the movement of an employee from one position to another with a decreased responsibility or complexity of job duties or to a lower salary. Elected officials, appointed officials or department heads may choose to demote or re-assign any employees who are unable to meet performance requirements, for disciplinary reasons or for any other reason as deemed necessary by the official. Upon demotion, an employee's salary may be adjusted downward.

## **2A-13 TRANSFERS**

Transfers are the lateral movement of an employee from one position to another with the same responsibility or complexity of job duties with no change in salary.

Elected officials, appointed officials or department heads may transfer an employee in their department to a vacant position. All transfers must be handled in accordance with the budget adopted by Commissioners Court.

## **2A-14 PROMOTIONS**

Promotions are the movement of an employee from one position to another with an increased responsibility or complexity of job duties, and to a higher salary.

Elected officials, appointed officials or department heads may promote an employee in their department to a vacant position. All promotions must be handled in accordance with the budget adopted by Commissioners Court.

## **2A-15 SEPARATIONS**

A separation shall be defined as any situation in which the employer-employee relationship between the County and a County employee ends. All separations from Montague County shall be designated as one of the following types:

1) resignation; 2) retirement; 3) dismissal; 4) reduction in force; or 5) death.

A resignation shall be classified as any situation in which an employee voluntarily leaves their employment with Montague County and the separation does not fall into one of the other categories. Employees who are resigning should submit a written notice of resignation to their supervisor.

A retirement shall be any situation in which an employee meets the requirements to collect benefits under the County's retirement program and voluntarily elects to leave employment with the County to do so. An employee who is retiring should notify their supervisor of that intent at least 30 days prior to the actual retirement date to help prevent delays in starting the payment of retirement benefits.

A dismissal shall be any involuntary separation of employment that does not fall into one of the other categories of separation. Montague\_ County is an "at will" employer and a supervisor may dismiss an employee at any time for any legal reason or no reason, with or without notice. An employee shall be separated from employment because of a reduction in force when their position is abolished or when there is a lack of funds to support the position or there is a lack of work to justify the position.

A separation by death shall occur when an individual dies while currently employed by the County. If an employee dies while still employed by the County, their legally designated beneficiary or estate shall receive all earned pay and payable benefits.

## **2A-16 RETIREE REHIRES**

Retired employees shall be eligible to apply for open positions with Montague County if the following provisions are met: 1) The retiree has been retired for at least 2 calendar months, 2) No prior arrangement or agreement was made between Montague County and the retiree for re-employment, and 3) strict adherence to normal leaving employment procedures were followed at the time of the employee's retirement.

The retiree must have a bona fide separation of employment and have been retired for a minimum of 2 calendar months. A bona fide separation means there is no prior agreement or understanding between Montague County and the retiree that the retiree would be rehired after retirement. According to Rule 107.4 adopted by the TCDRS Board of Trustees, restrictions apply to elected officials, people employed for the same or different position in the same or different department, employee status changes, and independent contractors.

Newly elected officials who have recently retired from the county cannot draw their retirement because they have an arrangement to return to work for the county. Employees also cannot retire with an agreement to go work in a different department or different position. Changing employee status does not matter when determining if someone is still working for the county. Also, an employee cannot retire from the county with an arrangement to begin work as an independent contractor either.

Rehired retirees who did not have a bona fide separation of employment may owe a 10 percent excise tax and be required to repay all their monthly retirement payments. Abusing the retirement provisions in such a manner would violate a qualification requirement for retirement plans under Section 401(a) of the Internal Revenue Code, potentially resulting in

significant tax consequences for the employer, its participating members, and those retired employees.

Any retiree who meets all other TCDRS requirements, who is rehired consistent with this policy, must establish a new membership with TCDRS and will be a new member for the purposes of beneficiary determination and benefit selections.

## **B. EMPLOYEE BENEFITS**

### **2B-1 HEALTH, DENTAL AND VISION PLANS**

All full-time regular employees of Montague County shall be eligible for the group medical plan and dental and vision plan benefits. Regular variable hour employees who work an average of thirty (30) or more hours a week in the measurement period will be eligible for health insurance after the measurement period. Regular part time, temporary seasonal, temporary short term part time, and regular variable hour employees who work an average of less than thirty (30) hours a week in the measurement period will not be eligible for health insurance. (County will need to adjust the employee status based on their own definitions. Any employee working 30 or more hours a week will be eligible for health benefits.)

Premiums for the coverage for eligible employees shall be paid entirely by the County.

Eligible employees may cover their qualified dependents by paying the full premium for the dependents. Deductions for dependent coverage shall be made through payroll deduction from the employee's paycheck each pay period.

Details of coverage under the group medical insurance plan, dental plan, and vision plan are available in the County Treasurer's Office and may be obtained during the normal working hours for that office.

Employees who leave the employment of Montague County or who lose their coverage eligibility, may be eligible for an extension of the medical plan for themselves and their eligible dependents under the Consolidated Omnibus Budget Reconciliation Act (COBRA). If an employee is unable to return to work following FMLA leave, if eligible, they will be offered COBRA. Information on extension of benefits under COBRA is available in the County Treasurer's Office and may be obtained during the normal working hours for that office. COBRA notifications will be provided to all employees within 30 days of their hire date. All eligible employees and qualified dependents will be provided with COBRA information following their termination.

Effective October 1, 2023, an employee who has completed 15 years of service with the County, **and** retires with the County and District Retirement System, is entitled to receive a portion of

their health insurance premium paid by the County. The County will pay **five hundred dollars (\$500.00)** per month to the employee, or their insurance carrier, toward the cost of their health insurance. At age 65, the **\$500.00** will be applied to the former employees Medicare supplement and paid directly to the employee or the insurance carrier. **All qualifying Montague County employees that retired prior to October 1, 2023, will be paid an amount of two hundred fifty dollars (\$250.00) per month.**

## **2B-2 OTHER PLANS – LIFE, SUPPLEMENTAL**

Montague County provides a limited amount of life insurance on eligible employees as part of the group medical plan coverage. Montague County does not provide supplemental insurance coverage but does offer various supplemental policies. All supplemental insurance coverage premiums are the responsibility of the employee and may be paid through a payroll deduction. Information regarding these supplemental insurances may be obtained from the Treasurer's office.

## **2B-3 LONGEVITY PAY**

Montague County awards longevity pay to eligible employees as a means of encouraging continued commitment to the County. To be eligible, employees must have worked full-time for the County for twelve (12) uninterrupted months or more.

Longevity pay will be calculated based on the number of years of continuous service at Two-Hundred-Fifty Dollars (\$250.00) for each continuous year of service completed. A break in service resets the longevity calculation to zero. Longevity pay amounts will be calculated for each eligible employee on January 1st of each year, after one full year of service. Longevity pay will be added to each of twenty-six (26) checks in the Fiscal Year beginning October 1. Employees must be employed by Montague County at the time longevity pay is issued. CSCD Probation employees are not eligible for longevity pay. Elected Officials will be included in the longevity pay program. CSCD employees who separate from State employment and begin work with Montague County will have longevity calculations begin upon start date with Montague County, beginning 10/01/2021.

Employees deployed on extended active military duty will not receive longevity pay for that year if pay is issued during their deployment. Upon reinstatement with Montague County, however, the months served on extended active duty will be credited to longevity calculations and they will be eligible for longevity pay.

## **2B-4 VACATION.**

The following employee classifications shall be eligible for the vacation benefit: regular full-time. These following employee classifications shall not be eligible for the vacation benefit: Part-time, Temporary Part-time, Seasonal, Variable.

Employees who have worked for less than one year in a position eligible to receive vacation shall earn vacation at the rate of 3.08 hours per pay period, until January 1, following eligible employment. Employees who have worked for one or more years in a position eligible to receive vacation shall accrue vacation each January 1, according to the following schedule:

YEARS WORKED AS OF JANUARY 1	VACATION TIME
LESS THAN ONE YEAR	3.08 hours per pay period
1-9 YEARS	80 HOURS
10 YEARS	88 HOURS
11 YEARS	96 HOURS
12 YEARS	104 HOURS
13 YEARS	112 HOURS
14+YEARS	120 HOURS

Vacation shall not be accrued while an employee is on leave without pay. Accrual of vacation shall begin at the time an employee begins work in a position eligible to accrue vacation, but an employee must work for a minimum of 6 months in such a position before being eligible to take any vacation.

Scheduling of vacations shall be at the discretion of the individual official or department head.

Employees shall only be able to use vacation which has already been accrued and shall not be allowed to borrow vacation against possible future accruals. Employees shall not be allowed to receive pay for vacation in lieu of taking time off.

If a holiday falls during an employee's vacation, then the employee will not be charged for the vacation.

If an employee has worked for at least 1 year in a position which accrues vacation at the time the employee resigns, is discharged, or is terminated for any other reason, the employee shall receive pay for all unused vacation up to but not more than 20 hours under this policy. **The remaining balances of Vacation Leave shall not be used to extend employment.**

Each employee shall be responsible for accurately recording all vacation time used on their time sheet.

## **2B-5 SICK.**

The following employee classifications shall be eligible for the sick leave benefit: regular full-time. These employee classifications shall not be eligible for the sick leave benefit: regular part time, temporary part time, seasonal, variable.

Eligible employees shall accrue sick leave at a rate of 2.15 hours per pay period. Accrual of sick leave shall start at the time an individual begins work for the County in a position eligible for the sick leave benefit. Sick leave shall not be accrued while an employee is on leave without pay.

The maximum amount of unused sick leave an employee shall be allowed to have at any time is 480 hours.

Sick leave may be used for the following purposes: 1) illness or injury of the employee; 2) appointments with physicians, optometrists, dentists, and other qualified medical professionals; or 3) to attend to the illness or injury of a member of the employee's immediate family. For purposes of this policy, immediate family shall be defined as spouse, child, parent, foster child, or other relative living in the employee's home who is dependent on the employee for care.

Where sick leave is to be used for medical appointments, an employee shall be required to notify their supervisor of the intent to use sick leave as soon as the employee knows of the appointment. Where use of sick leave is not known in advance, an employee shall notify their supervisor of the intent to use sick leave within 1 hour of the employee's normal time to begin work, when practicable. Where it is not practicable to notify the supervisor within 1 hour of the normal starting time, the employee should notify their supervisor as soon as is reasonably practicable. If the employee feels that the situation will cause the employee to miss more than one day of work, the employee should notify their supervisor of the anticipated length of

absence. The employee will be placed on FMLA, if event and employee is eligible. If an employee uses three (3) or more consecutive days of sick leave, the supervisor shall have the right to require a physician's statement or some other acceptable documentation of injury or illness, for either the employee's own illness or the illness of an immediate family member. Employees who have a pattern of abusing sick leave may be required to provide a physician's statement for those absences as required by their supervisor.

Employees shall not be allowed to borrow sick leave against future accruals. Employees shall not be paid for unused sick leave at the termination of employment. **The remaining balances of Sick Leave shall not be used to extend employment.**

Sick leave may not be used as vacation, or any other reason not addressed in this policy.

## **2B-7 PERSONAL LEAVE**

Two days of personal leave for any purpose shall be credited to each full-time employee beginning with the first day of employment with the County and will be credited each subsequent year on January 1. The employee may take it whenever he/she likes with the approval of their supervisor.

These days may not be carried over from year to year and if not taken are lost.

All employees must properly record all personal leave on his or her time sheet.

## **2B-8 HOLIDAY**

The following employee classifications shall be eligible for the holiday benefit: regular full-time. These employee classifications shall not be eligible for the holiday benefit: Part time, Part Time Temporary.

The County holidays shall be determined by the Montague County Commissioners' Court.

If a paid holiday occurs during the vacation of an eligible employee, that day shall be paid as a holiday and not be charged against the employee's vacation balance. An employee shall not be allowed to take a day off with pay prior to a holiday in anticipation of working on the holiday.

Special consideration shall be given to employees requesting time off for religious or other special observances which are not designated as paid holidays for Montague County. Each supervisor is responsible for granting this leave based on the needs of their individual departments. Vacation, compensatory time, or leave without pay may be used for special leave granted.

Holidays do not accrue and if they are not taken, they will not be paid at termination.

## **2B-9 JURY DUTY**

All employees of Montague County who are called for jury duty shall receive their regular pay for the period they are called for jury duty, which includes both the jury selection process and, if selected, the time they serve on the jury.

Pay for serving on a jury shall only include the time the employee would have normally been scheduled to work and will not include extra pay if jury service involves time outside the employee's normal work schedule. Any fees paid for jury service may be kept by the employee.

All employees who are subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the County shall be entitled to leave with pay for such period as their court attendance may require. If an employee is absent from work to appear in private litigation in which they are a principal party, the time shall be charged to vacation, other eligible paid leave, or leave without pay.

## **2B-10 BEREAVEMENT LEAVE**

All employees shall be allowed up to 24 hours of leave with pay for a death in the immediate family. For purposes of this policy, immediate family shall include the employee's spouse and the child, foster child, parent, sibling of the employee or the employee's spouse. Employees may be allowed time off with pay, up to a maximum of 2 hours, to attend the funeral of a relative who is not a member of the immediate family or the funeral of a friend. If leave is needed beyond the limits set in this policy, it may be charged to available vacation or compensatory time or to leave without pay.

## **2B-11 MILITARY LEAVE**

All Montague County employees who are members of the National Guard or active reserve components of the United States Armed Forces shall be allowed up to fifteen (15) days off per federal fiscal year with pay for active duty or to attend active or inactive authorized training sessions and exercises. The fifteen (15) day paid military leave shall apply to the Federal Fiscal year and any unused balance at the end of the year shall not be carried forward into the next Federal Fiscal year. Pay for attendance at Reserve or National Guard training sessions or exercises shall be authorized only for periods which fall within the employee's normal work schedule. An employee may use vacation leave, earned compensatory time, or leave without pay if they must attend Reserve or National Guard Training sessions or exercises in excess of the fifteen-day maximum.

Any Montague County employee who is a member of the Texas military forces, a reserve component of the armed forces, or a member of a state or federally authorized urban search and rescue team called to state active duty by the governor or another appropriate authority in response to a disaster is entitled up to 7 days of paid disaster leave per fiscal year. This leave is in addition to the paid leave provided for authorized training or duty otherwise authorized or

ordered. During disaster leave under these provisions, the person may not be subjected to loss of time, efficiency rating, personal time, sick leave, or vacation time.

An employee going on military leave shall provide their supervisor with a set of orders within two (2) business days after receiving them.

Upon request of the employee, Montague County will provide a statement that contains the number of workdays used for military leave in the fiscal year as well as a statement of the number of workdays left for use during the fiscal year.

Montague County employees who leave their positions because of being called to active military service or who voluntarily enter the Armed Forces of the United States shall be eligible for re-employment in accordance with state and federal laws in effect at the time of their release from duty.

## **2B-12 PAID QUARANTINE LEAVE**

Montague County shall provide paid quarantine leave for peace officers, and detention officers employed by Montague County and ordered by a supervisor or the health authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. This includes peace officers, and detention officers, as defined by this policy, who are employed by, appointed to, or elected to their position.

"Detention officer" means an individual appointed or employed by a county as a county jailer or other individual responsible for the care and custody of individuals incarcerated in a county jail.

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code. A health authority is a physician appointed under the provisions of Chapter 121 to administer state and local laws relating to public health within the appointing body's jurisdiction. A health authority must be a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state and a resident of the state. They must take an official oath and file with the department.

For counties that do not establish a local health department or public health district, they may appoint a physician as health authority to administer state and local laws relating to public health in the county's jurisdiction.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the county.

Eligible employees who are on qualifying paid quarantine leave shall receive all employment benefits and compensation, including leave accrual, retirement, and health benefits for the duration of the leave; and, if applicable, shall be reimbursed for reasonable costs related to the

quarantine, including lodging, medical, and transportation. An employee on qualifying paid quarantine leave will not have their leave balances reduced. Any employee with questions regarding this leave or how to be reimbursed, should speak to their supervisor or the Treasurer.

Off duty exposures will not be covered under this policy.

## **2B-13 RETIREMENT**

All regular employees (full time, part time, and regular variable hours) shall be eligible for the retirement benefit offered through the Texas County and District Retirement System. Temporary seasonal and temporary short-term part-time employees will not be eligible for retirement benefits. Eligible employees shall make contributions to the retirement program through a system of payroll deduction. Montague County shall contribute to each eligible employee's retirement account according to the requirements of TCDRS. Information on the retirement program may be obtained at the County Treasurer's Office during the normal working hours for that office.

## **2B-14 SOCIAL SECURITY/MEDICARE**

All County employees shall participate in the Federal Social Security/Medicare program which provides certain retirement, disability, and other benefits. Deductions for these programs will be taken from each paycheck.

## **2B-15 FAMILY MEDICAL LEAVE ACT/MILITARY FAMILY LEAVE (FMLA/MFL)**

The federal Family and Medical Leave Act of 1993 (FMLA) requires an employer to provide eligible employees with unpaid leave under certain circumstances. There are two types of leave available:

- 1) the basic 12-week FMLA entitlement; and
- 2) the Military Family Leave (MFL) entitlement described in this policy.

### **ELIGIBILITY:**

To be eligible for benefits under this policy, an employee must:

- 1) have worked for Montague County at least 12 months (it is not required that these 12 months be consecutive; however, a continuous break in service of 7 years or more will not be counted toward the 12 months); **and**
- 2) have worked at least 1250 hours during the previous 12 months; **and**
- 3) are employed at a work site that has 50 or more employees within a 75-mile radius.

Any employees with any questions about their eligibility for FMLA leave should contact the Treasurer's office for more information.

### **QUALIFYING EVENTS:**

Family medical leave under this policy may be taken for the following reasons:

- 1) the birth of a child and to care for that child;
- 2) the placement of a child in the employee's home for adoption or foster care;
- 3) to care for a spouse, child (under the age of 18 or if over 18 incapable of self-care due to a disability), or parent with a serious health condition;
- 4) the serious health condition of the employee that make the employee unable to perform the essential functions of their job;
- 5) a qualifying exigency arising out of the fact that an employee's spouse, child or parent is a covered military member of the Armed Forces (Regular, Reserve or National Guard), deployed to a foreign country or has been notified of an impending call or order to active duty in a foreign country;
- 6) to care for a covered service member (Regular, Reserve or National Guard) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member; or
- 7) to care for a covered veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces (Regular, Reserve or National Guard) at any time during the period of 5 years preceding the date on which the veteran began that medical treatment, recuperation or therapy.

**SERIOUS HEALTH CONDITION:**

Serious health condition is defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- 1) a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - a) Treatment two or more times within 30 days of incapacity; or
  - b) Treatment by a health care provider on at least one occasion within fir first seven days of incapacity that results in a regimen of continuing treatment by a health care provider.
- 2) Any period of incapacity due to pregnancy or pre-natal care.
- 3) Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- 4) Any period of incapacity that is permanent or long term due to a condition for which treatment is not effective.
- 5) Any period of incapacity or absence to receive multiple treatments by a health care provider.

**QUALIFYING EXIGENCY LEAVE:**

An eligible employee may be entitled to use up to 12 weeks of their FMLA leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, child of any age or parent in the Armed Forces (Regular, Reserves or National Guard) is on active duty or called to active duty status in a foreign country.

Qualifying exigencies may include:

- 1) short-notice deployment (up to seven days of leave);
- 2) attending certain military events and related activities;
- 3) arranging for alternative childcare;
- 4) addressing certain financial and legal arrangements;
- 5) periods of rest and recuperation for the covered military member (up to fifteen days of leave);
- 6) attending certain counseling sessions;
- 7) attending post-deployment activities (available for up to 90 days after the termination of the covered military member's active duty status);
- 8) other activities arising out of the covered military member's active duty or call to active duty in a foreign country and agreed upon by the county and the employee;
- 9) attending family support or assistance programs and informational briefings;
- 10) acting as the covered military member's representative before a governmental agency;
- 11) addressing issues that arise from the death of a covered military member while on active duty status in a foreign country; and
- 12) other activities arising out of the covered military member's active duty or call to active duty in a foreign country and agreed upon by the county and employee.

#### **LENGTH OF LEAVE:**

An employee may use up to 12 weeks leave per 12-month period under this policy. Montague County sets the 12-month period used under this policy as a "rolling" 12-month period measured backward from the date an employee uses FMLA leave.

A married couple who both work for the county is entitled to a maximum combined leave of 12 weeks in any 12-month period for the birth or placement of a child, or care for a parent with a serious health condition. The combined limit for a married couple employed by the county is 26 weeks in a single 12-month period if leave is to care for a covered service member or veteran with a serious injury or illness.

#### **MILITARY CAREGIVER LEAVE:**

An eligible employee may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is either a current member or veteran of the Armed Forces (Regular, Reserve or National Guard).

An eligible employee may take up to 26 weeks of leave to care for a covered service member of the Armed Forces (Regular, Reserve, or National Guard) who has been rendered medically unfit to perform their duties due to a serious injury or illness incurred in the line of duty while on

active duty for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

An eligible employee may take up to 26 weeks of leave to care for a veteran (Regular, Reserve, or National Guard) who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (Regular, Reserve or National Guard) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The MFL entitlement is applied on a per-injury basis and an eligible employee may be entitled to take more than one period of 26 weeks of leave if the leave is to care for different covered service members or covered veteran with a subsequent serious illness or injury, except that no more than 26 weeks may be taken within any single 12-month period.

An eligible employee may begin taking military caregiver leave up to five years after their family member was discharged or released from the military. The eligible employee's first date of leave must be within the five-year period; however, the employee may continue to take such leave throughout the single 12-month period that is applicable to military caregiver leave, even if the leave extends beyond the five-year period.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the county's operations.

**WORK RELATED INJURY:**

Montague County will always designate qualifying work-related injuries with lost time as FMLA qualifying.

**SUBSTITUTION OF PAID LEAVE:**

Montague County requires substitution of paid leave for all FMLA or MFL events. An employee must follow the compensatory, vacation and sick leave policy guidelines. The balance of FMLA is unpaid leave. FMLA and MFL run concurrently with all substituted paid leave, including Workers' Compensation leave.

The maximum amount of paid and unpaid leave that may be used under this policy in a 12-month period is 12 weeks, except for qualifying leave to care for a covered military member with a serious injury or illness which is a maximum of 26-weeks in a 12-month period.

**CONTINUED EMPLOYEE BENEFITS:**

While an employee is on leave under this policy, the county will continue to pay the employee's medical plan premium at the same rate as if the employee had been actively at work. The employee is required to pay for dependent coverage and for any other coverage for which the employee would normally pay, or the coverage will be discontinued. An employee's obligation

to pay for coverage will be made through regular payroll deduction while the employee is on paid leave status. While on unpaid leave, the employee is required to pay for premiums due to the county no later than 30 days after the date of the pay period in which the premium comes due. The county may cancel unpaid coverage by providing the employee advance written notice, not less than 15 days before the coverage will be cancelled for non-payment.

At the end of the 12-week leave period or the 26-week leave period in a single 12-month period to care for an injured covered military member, an eligible employee will be:

Offered COBRA if they are unable to return to work;

**INTERMITTENT LEAVE AND REDUCED SCHEDULE:**

An employee may take intermittent leave under this policy if it is necessary for the care and treatment of a serious health condition of the employee, the employee's eligible family member or the care of a covered military member or veteran.

An employee may work a reduced schedule under this policy if it is necessary for the care and treatment of a serious health condition of the employee, the employee's eligible family member, or the care of a covered military member or veteran.

All work time missed as the result of intermittent leave or a reduced work schedule under this policy will be deducted from the employee's 12-week or 26-week leave eligibility in a single 12-month period.

**CERTIFICATION REQUIREMENTS:**

The county has the right to ask for certification of the serious health condition of the employee or the employee's eligible family member when the employee requests or is using leave under this policy.

The county may send a request for medical certification to an employee who has been out of work for three or more days to determine the employee's FMLA eligibility. The employee is requested to have their physician complete and return the medical certification, or provide appropriate documentation, within 15 days of the employee's receipt of the form to be eligible for FMLA. An employee's failure to return the medical certification may result in denial of FMLA by the county.

The employee must respond to the county's request for certification within 15 days of receipt of the request or provide a reasonable explanation for the delay in writing before the 15<sup>th</sup> day after receipt of the request. If an employee does not provide certification or otherwise respond, the county may deny leave under this policy.

If an employee requests intermittent leave or a reduced work schedule, the certification submitted must also include the dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. The county may request

re-certification for intermittent or reduced schedule leave every six months in connection with an eligible absence.

The county may ask for a second opinion from a health care provider of the county's choice, at the expense of the county, if the county has reason to question the certification, unless the leave is necessary to care for a seriously injured or ill covered service member supported by an invitational travel order (ITO) or invitational travel authorization (ITA) to join an injured or ill service member at their bedside.

If there is a conflict between the certification submitted by the employee and the second certification obtained by the county, the county may require a third certification, at the expense of the county, from a health care provider agreed upon by both the employee and the county. The third opinion is final and binding on the county and the employee.

**REQUESTING LEAVE:**

Unless FMLA leave is unforeseeable, an employee is required to submit a written request for leave under this policy to their immediate supervisor.

Where reasonably practicable, an employee should give their immediate supervisor a minimum of 30-days' notice before beginning leave under this policy. Where it is not reasonably practicable to give 30-days' notice, the employee is required to give as much notice as possible.

**REINSTATEMENT:**

An employee returning from leave under this policy, and who has not exceeded the 12-week maximum leave period allowed, will be returned to the same job or a job equivalent to the job the employee held before going on FMLA leave. An employee who has not exceeded the 26-week maximum leave period in a single 12-month period, allowed to care for a seriously ill or injured covered military member, will be returned to the same job or a job equivalent to the job the employee held before going on leave.

If an employee is placed in a different position, it will be one with equivalent status, pay, benefits, and other employment terms and which entails substantially equivalent skill, effort, responsibility, and authority.

The county has no obligation to reinstate an employee who takes more than the 12 weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave allowed, including an employee with available sick or vacation leave.

**REPAYMENT OF BENEFITS:**

Unless an employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or another situation beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed

under this policy will be required to reimburse the county for all medical premiums and other benefits paid by the county while the employee was on leave without pay related to their FMLA leave.

**OTHER BENEFITS:**

While on leave without pay under this policy, an employee does not earn vacation or sick leave, is not eligible for holiday pay, and does not earn other benefits afforded to employees actively at work, except as stated in this policy, unless other employees who go on leave without pay are allowed to do so.

An employee who is out on approved FMLA leave may not take trips outside of the county unless the travel is related to the employee's own serious health condition, the serious health condition of the child, spouse or parent of the employee or to attend qualifying military events. An employee may ask their immediate supervisor for written permission to take other trips outside of the county which may be granted at the supervisor' sole discretion.

Employees are forbidden from working another job while on approved FMLA leave from the county.

**REGULATION:**

Any area or issue regarding family and medical leave that is not addressed in this policy is subject to the basic requirements of the FMLA and the regulations issued to implement it.

**RETURN-TO-WORK:**

An employee is required to provide a fitness-for-duty certification before the employee returns to work.

**ENFORCEMENT:**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for unlawful discrimination under the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any federal or state law that provides greater family of medical leave rights.

**RESPONSIBILITIES:**

Montague County will post the current FMLA poster as provided by the department of labor. If an employee asks for FMLA leave for any reason, Montague County will respond in writing and will use the FMLA forms (WH-381) Notice of Eligibility and Rights and Responsibility and form (WH-382) Designation Notice to notify the employee of their eligibility rights.

## **2B-16 LEAVE OF ABSENCE - OTHER**

Employees may request a personal leave of absence to a maximum of 84 days. Personal leaves of absence may include reasons such as extended vacations, continuing education, extended bereavement, or other personal matters. Personal leaves of absence are granted solely at the discretion of the elected official, appointed official or department head.

Employees on personal leaves of absence are converted to an inactive status and do not accrue any benefits. Employees may continue the county health plan but they are responsible for the entire premium, which includes both their portion and the county portion. The employee must pay for the premium on the first of each month, lack of payment will result in medical plan termination and the employee will become eligible for COBRA. Return to work on a personal leave of absence is not guaranteed and is subject to current business conditions and an appropriate job opening.