

January 12, 1976

The Upshur County Commissioners Court met in regular session with all members present: Commissioners Offie Nobles, J. W. Meadows, Charles Still, Floyd Drennan and Judge Everett Dean. Judge Dean presided.

Judge Everett Dean read the minutes of the previous meeting of January 5, 1976. J. W. Meadows made a motion to approve the minutes as read and was seconded by Offie Nobles. Motion carried.

A Permit Application from General Telephone Company was presented asking permission to bury a cable within the right-of-way of a county dirt road. Charles Still made a motion to accept this application and was seconded by Floyd Drennan. Motion carried. (Copy of application attached.)

A Permit Application from C. A. Gilmore was presented asking permission to place a one half inch water line to a cow lot within the right-of-way of County Road-Dove. Offie Nobles made a motion to approve this application and a second was made by J. W. Meadows. Motion carried. (Copy of application attached.)

Bruce Morris, County Auditor, explained a proposal for an increase in retirement benefits for County Employees by approximately 20%. Floyd Drennan made a motion to approve and sign this proposal and was seconded by Charles Still. Motion carried. (Copy of proposal is attached.)

A letter from the Texas Department of Health Resources was read stating that the appointment of the County Health Doctor terminates on February 7, 1976. Charles Still made a motion to reappoint Dr. J. L. Fenlaw for a term of 2 years and was seconded by Floyd Drennan. Motion carried. (Proper papers are attached.)

Floyd Drennan made a motion to pay bills and was seconded by Charles Still. Motion carried.

J. W. Meadows made a motion and was seconded by Offie Nobles to accept the new personal policy of Upshur County employees. Motion carried. (Copy attached.)

J. W. Meadows made a motion and was seconded by Offie Nobles for the Court to adjourn. Meeting adjourned.

Everett Dean Charles L. Still
Offie Nobles Floyd Drennan
J. W. Meadows

VOL. 17 PG. 224



Texas Department of Health Resources

Gravis L. Duff, M.D., Dr. P.H.
Director
Edward L. Moore, M.D.
Acting Deputy Director

1100 West 49th Street
Austin, Texas 78756
(512) 454-3781

Members of the Board

Robert D. Moreton, Chairman
William J. Foran, Vice Chairman
N. I. Barker Jr.
Roderic M. Bell
Johnnie M. Benson
H. Eugene Brown
Bill Burton
Charles Max Cole
Francis A. Conky
William J. Edwards
Sterling H. Fly Jr.
Raymond G. Garrett
Bob D. Glize
Blanchard J. Hollins
Raul Jimenez
Mari LaMonta
Philip Lewis
Royce E. Wisnibaker

January 7, 1976

Honorable Everett Dean
County Judge
Upshur Co. Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

Our records indicate that the appointment of your County Health Officer terminated February 7, 1976.

Please advise us if J. L. Fenlaw, M.D. has been reappointed to this office or if another physician has been appointed. In either event, it will be necessary for the County Health Officer to file an Oath of Office and Copy of Appointment with this Department. Our State statutes require that this be done in order to legally qualify the appointed physician as County Health Officer. The physician who is appointed to be the County Health Officer should be a resident of your County and should be appointed for a two year term.

Enclosed you will find two copies each of the Oath of Office and Copy of Appointment forms for your convenience. You may wish to retain one copy of each for your files.

By direction of the Division Director.

Yours very truly,

A handwritten signature in dark ink, appearing to read "David Parks".

David Parks
Health Program Specialist
Division of Local Health Services

Enclosures

cc: J. L. Fenlaw, M.D.

THE UPSHUR COUNTY COMMISSIONERS COURT
BOX 39
GILMER, TEXAS 75644

Formal notice is hereby given and request made that C.A. Gilmore
Company proposes to place one-half inch
water line to road lot within the
right-of-way of County Road Dove as follows:

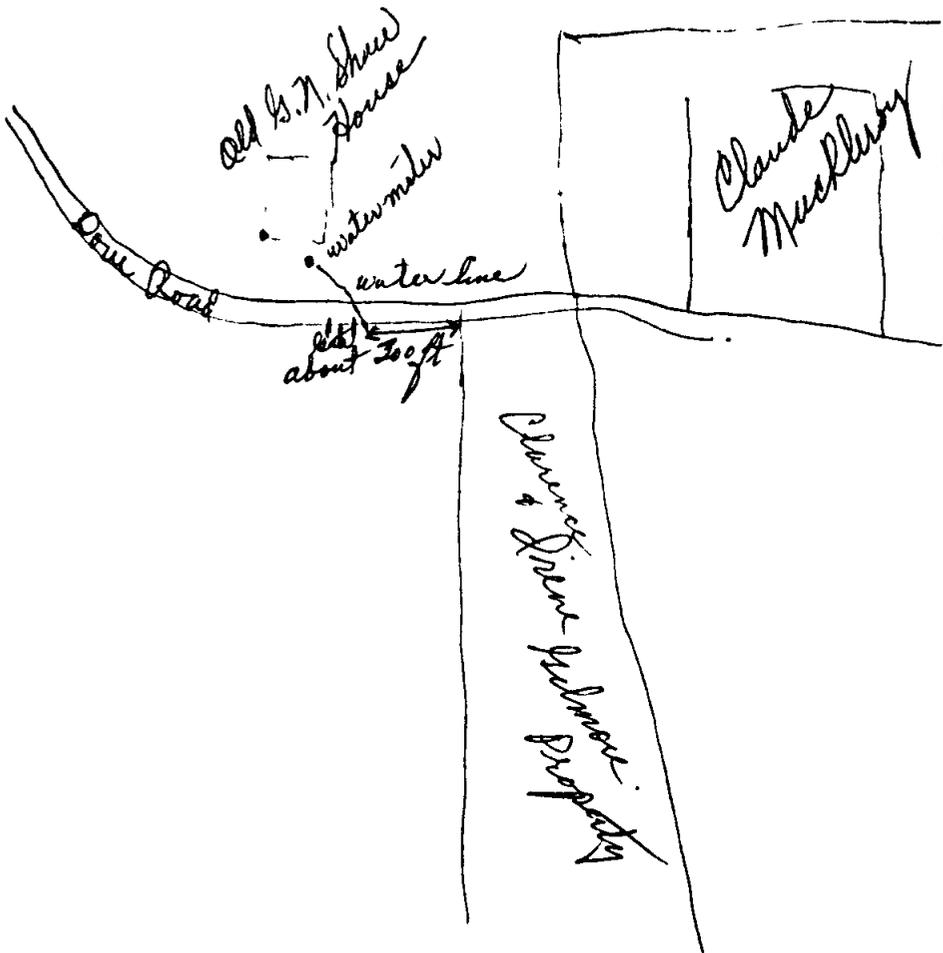
(DESCRIBE AND ATTACH PLAT)

*Charles & Irene
Gilmore*

M. del P. Torres Grant

M. del P. Torres Grant

*A-6
(G. N. Shaw estate)*



The location and description of the proposed construction and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right-of-way as directed by the County Commissioners Court in accordance with current Upshur County specifications.

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road. It is further understood that in the future, should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the Upshur County Commissioners and shall be relocated at the complete expense of the owner.

It is further understood and agreed that Upshur County assumes no liability for damages to any line, pole, construction, or appurtenances in the normal maintenance of the county road.

All work on the county right-of-way shall be performed in accordance with the County Commissioner's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

With the approval of the Commissioners Court construction will begin on or after First day of December 1975

FIRM _____

BY C. A. Gilmore _____

Owner of Property
Title _____

8902 Millville, Houston Tex
Address _____ 77028

(R-1 - Gilmore Sec)

APPROVED: [Signature]
[Signature]

J. W. Meadows _____

C. S. Still _____

Floyd J. [Signature] _____

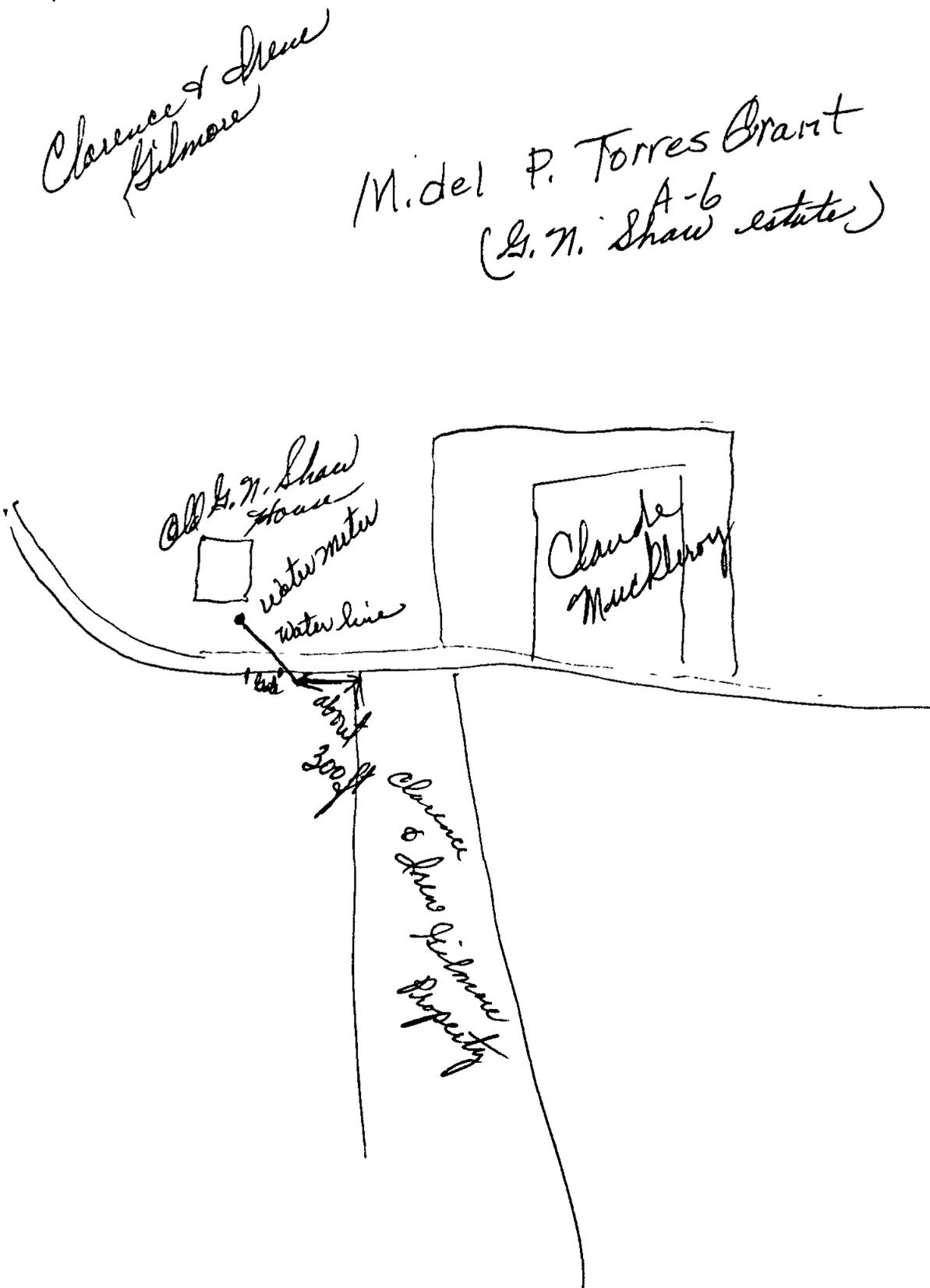
(This form to be submitted in duplicate for each proposed installation.)

THE UPSHUR COUNTY COMMISSIONERS COURT
BOX 39
GILMER, TEXAS 75644

VOL. 17 PG. 227

Formal notice is hereby given and request made that C.A. Gilmore
Company proposes to place one half
inch water line to cow lot within the
right-of-way of County Road Dave as follows:

(DESCRIBE AND ATTACH PLAT)



The location and description of the proposed construction and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right-of-way as directed by the County Commissioners Court in accordance with current Upshur County specifications.

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road. It is further understood that in the future, should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the Upshur County Commissioners and shall be relocated at the complete expense of the owner.

It is further understood and agreed that Upshur County assumes no liability for damages to any line, pole, construction, or appurtenances in the normal maintenance of the county road.

All work on the county right-of-way shall be performed in accordance with the County Commissioner's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

With the approval of the Commissioners Court construction will begin on or after First day of December 1975

FIRM

BY C. A. Gilmore

Owner of property
Title

5905 Parkette, Houston Tex 77028
Address (R-1 Gilmore, Tex)

APPROVED: [Signature]
[Signature]

J. W. Meadows
C. S. Still

[Signature]

(This form to be submitted in duplicate for each proposed installation.)

ORIGINAL NOT LEGIBLE
FOR RECORDING

COUNTY CLERK OF UPCHUR COUNTY TEXAS
COUNTY CLERK, TEXAS 75501

VOL. 17 PG. 229

Formal notice is hereby given and request made that General
Telephone Company of the Southwest Company proposes to place _____
buried cable within the
right-of-way of County Road Dirt Road as follows:

SEE ATTACHED

The location and description of the proposed construction and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right-of-way as directed by the County Commissioners Court in accordance with current Upshur County specifications.

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road. It is further understood that in the future, should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the Upshur County Commissioners and shall be relocated at the complete expense of the owner.

It is further understood and agreed that Upshur County assumes no liability for damages to any line, pole, construction, or appurtenances in the normal maintenance of the county road.

All work on the county right-of-way shall be performed in accordance with the County Commissioner's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

With the approval of the Commissioners Court construction will begin on or after FIRST day of FEBRUARY 1976.

FIRM General Telephone Company of the Southwest

BY J.A. Andrews

Gladewater
W. O. 656006

Area Construction Supervisor

Title

P. O. Box 1997

Address

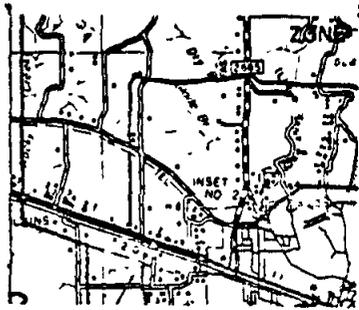
Texarkana, Texas 75501

APPROVED:

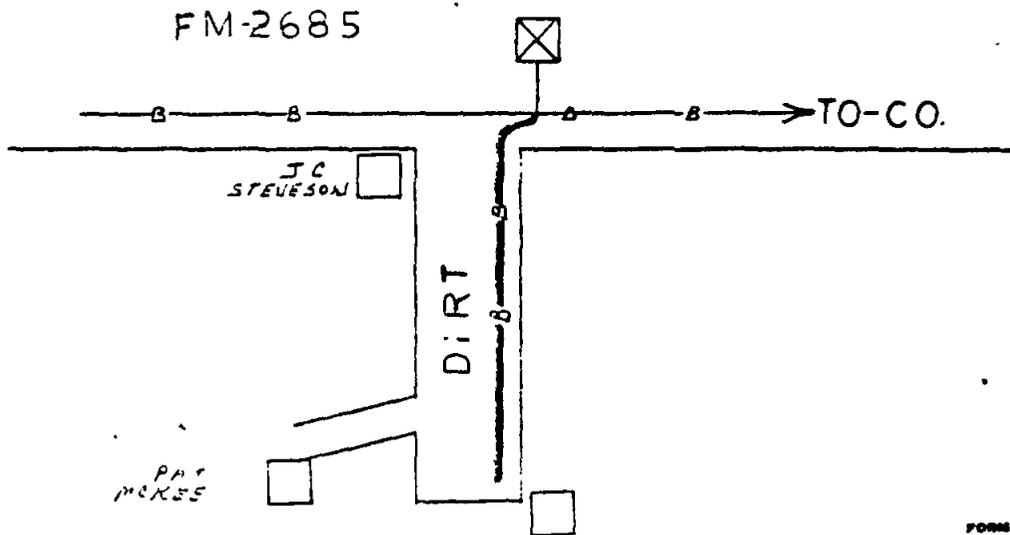
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

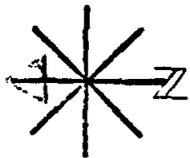
(This form to be submitted in duplicate for each proposed installation.)



LEE WILLIAMS C.B. STEELMAN



FORM SD-172



AREA	EASTERN	
W. O. NO.	65E006	
TAX DIST.	28512	
ENG ND BY	PH	DATE
DRAWN BY	PH	DATE
APPROVED BY		DATE
REVISED BY		DATE

GENERAL TELEPHONE COMPANY OF THE SOUTHWEST	
LOCATION	5230-CLAL-VIA T-E
DESCRIPTION	EXCH 150 CA CONST
SHEET	1 OF 1 SHEETS
SIZE	11 X 8 1/2

SCALE NONE

FILED

LEASE AGREEMENT

THIS LEASE, made this the 12th day of January, 1976, between George P. Bane, Inc., of Tyler, Texas, hereinafter known as LESSOR, and Upshur County Precinct 4, a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 12th day of January, 1976, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One new Fiat-Allis Model 65 Motor Grader S/N 24A01895

hereinafter referred to as Motor Grader for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1. Now therefore, the LESSOR in consideration of the payment of \$750.00 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending

- 1. \$750.00 due 2-12-76 \$750.00 due 8-12-76 \$750.00 due 2-12-77 \$750.00 due 8-12-77
2. \$750.00 due 3-12-76 \$750.00 due 9-12-76 \$750.00 due 3-12-77 \$750.00 due 9-12-77
3. \$750.00 due 4-12-76 \$750.00 due 10-12-76 \$750.00 due 4-12-77 \$750.00 due 10-12-77
4. \$750.00 due 5-12-76 \$750.00 due 11-12-76 \$750.00 due 5-12-77 \$750.00 due 11-12-77
5. \$750.00 due 6-12-76 \$750.00 due 12-12-76 \$750.00 due 6-12-77 \$750.00 due 12-12-77
6. \$750.00 due 7-12-76 \$750.00 due 1-12-77 \$750.00 due 7-12-77 \$750.00 due 1-12-78

2. The LESSEE acknowledges receipt of above desired Motor Grader, in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader and the LESSEE shall thereupon deliver said Motor Grader to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted.

3. The LESSEE shall have the right to make any reasonable and lawful use of said and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR.

4. The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$18,500.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price.

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9. This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

GEORGE P. BANE, INC. LESSOR

By George P. Bane, President

UPSHUR COUNTY PRECINCT 4 LESSEE

By Council Dean, County Judge

ATTEST J.B. Hill, Jr., County Clerk

E. P. Noble, Commissioner, Precinct No. 1
J. W. Meadows, Commissioner, Precinct No. 2
C. L. Hill, Commissioner, Precinct No. 3
Lloyd Deerman, Commissioner, Precinct No. 4

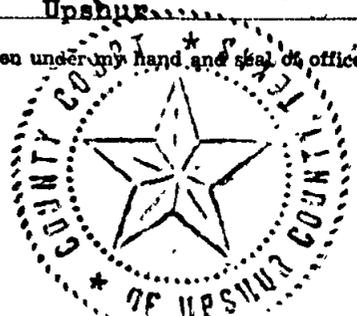
STATE OF TEXAS

COUNTY OF Upshur

I, J. B. Hill, Jr., County Clerk in and for Upshur County, Texas

do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between Upshur County Precinct 4, as LESSOR, and George P. Bane, Inc., County, Texas, as LESSEE, and the same appears of record in Vol. Upshur County, Texas, Page of the COMMISSIONERS' COURT MINUTES of

Given under my hand and seal of office, this the 12 day of Jan., 1976 A. D.



J. B. Hill, Jr., County Clerk, Upshur County, Texas

LEASE AGREEMENT

between
and

Assignment of Lease

Date _____
City _____
State _____

For value received the undersigned does hereby sell, assign, and transfer unto _____
_____ the annexed lease dated _____, 19____

made by the undersigned to _____
(Lessee's Name) (Address)

of Model _____ Machinery, Serial No. (s) _____ and
all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or
policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to
said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or
policies of insurance required by said lease and in consideration of the acceptance of this assignment by _____

_____ and as a part of the same transaction the undersigned hereby
guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each
and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the
undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of
said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon
any such default, without further notice, the undersigned will pay to _____
_____ said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to _____:
(1) the title to the property described in said lease; (2) that said lease is a valid and original lease; (3) that
the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of
the parties whose signatures they purport to be; (4) that the unpaid balance of the rent specified in said lease
is _____
as appears from the face thereof; (5) that the Lessee named in said lease (or his assignee) is not in default and
has made all payments and has done and performed all acts and things on his part required to be done, paid or
performed by the terms of said lease to the date of this assignment; (6) that any insurance required by said
lease has been effected and is now in full force and effect.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, exten-
sion of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this
guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any
time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any
action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned.

(L. S.)
(Lessor's Signature)

By _____
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this _____
day of _____, 19____, and agrees to make all payments due under
said lease to _____ at _____

(L. S.)
(Lessee's Signature)

By _____
(Signature of Authorized Officer)

FILED
J.B. HILL, JR.
CLERK OF SUPERIOR COUNTY

'76 JAN 12 PM 3:35

COPY OF APPOINTMENT
COUNTY HEALTH OFFICER

I Everett Dean do hereby
certify that on 12th day of January 1976,
the Commissioners' Court of Upshur County,
duly appointed J. L. Fenlaw M. D. ;
the County Health Officer of Upshur County,
whose term shall begin on February 8 1976 and end on
February 7 1978, unless said officer is removed by law.

SIGNED Everett Dean County Judge

THE STATE OF TEXAS

12 11 3:50

OATH OF OFFICE

I, J. L. Fenlaw, M.D. do solemnly swear
 (or affirm), that I will faithfully execute the duties of the office of
County Health Officer of the State of Texas, and will to the
 best of my ability preserve, protect, and defend the Constitution and
 laws of the United States and of this State; and I furthermore solemnly
 swear (or affirm), that I have not directly nor indirectly paid, offered, or
 promised to pay, contributed, nor promised to contribute any money, or
 valuable thing, or promised any public office or employment, as a reward
 to secure my appointment. So help me God.



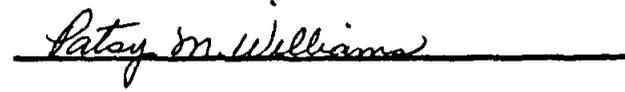
 Name
Rt. 4 Box 295, Gilmer, TX 75644

 Residence Address

SWORN TO and Subscribed before me this 12th day of January,

1976





Notary Public, Upshur County, Texas.

SUGGESTED FORM OF COMMISSIONER'S COURT ORDER
SELECTING INCREASES IN BENEFITS THERETOFORE
GRANTED, CREDITS FOR FUTURE RETIREMENTS OR
ADDITIONAL COVERAGES ALLOWABLE UNDER SUBSEC-
TION 11 OF SECTION VI.

THE STATE OF TEXAS I
 I
COUNTY OF Upshur I

On this the 12 day of January, 1976, the
Commissioners Court of Upshur County, Texas, was
convened in Regular session at a Regular Term
of said Court, with the following members present, to-wit:

- Everett Dean, County Judge,
- Offie Nobles, Commissioner, Precinct No. 1,
- J. W. Meadows, Commissioner, Precinct No. 2,
- Charles Still, Commissioner, Precinct No. 3,
- Floyd Drennan, Commissioner, Precinct No. 4,
- J. B. Hill, Jr., County Clerk;

and at such session, among other proceedings, the following order
was passed:

"WHEREAS, by virtue of an order of the Commissioners
Court of Upshur County, Texas, adopted on the 1
day of NOVEMBER, 1967, said County became a participating
subdivision in the Texas County and District Retirement System;
and

"WHEREAS, the Actuary for said System has determined and
certified that the increases in benefits, credits and additional
coverages hereinbelow selected, can be amortized by the County
within the time and under the terms prescribed by Subsection 11,
Section VI of Article 6228g, Vernon's Texas Civil Statutes, as
amended; it is accordingly,

"ORDERED BY THE COMMISSIONERS COURT OF Upshur
COUNTY, TEXAS:

"1. Effective January 1, 1976:

"(a) Current Service Credits allowable to employees of said County for service performed thereafter shall be increased from the present factor of 1.0 % of the deposits of each member (1.1.0:1 matching ratio) to a factor of 1.4 % (1.1.0:1 matching ratio) of said amount.

"(b) Current Service Credits allowed for service performed for said County subsequent to date of participation in the System and prior to January 1, 1976 shall be increased from a factor of 1.0 % of the deposits of each member during said period to a factor of 1.4 % (1.1.0:1 matching ratio) of said amount.

"(c) Allocated [Special] Prior Service Credits heretofore allowed by said County and now in effect shall be increased from the present 70 % of the Maximum [Special] Prior Service Credit of each member affected to 120 % of said amount.

"(d) Current service annuities attributable to said subdivision and in effect December 31, 1975, shall be increased as to monthly benefits payable for January, 1976 and thereafter by 20 % of the monthly benefit paid to such annuitant for the month of December, 1975 (excluding any amounts paid as distributive benefits).

"(e) Monthly payments as to prior service annuities arising from prior service credits allowed by said County and in effect December 31, 1975 shall be increased by 71.4 % of the monthly benefit paid to such annuitant for the month of December, 1975 (excluding any amounts paid as distributive benefits).

"2. Any person who is an employee of this County on or after January 1, 197(6) and who shall have accumulated twenty (20) or more years of creditable service, or who shall have accumulated twelve (12) or more years of creditable service and has attained age sixty (60) shall have the right of "deferred service retirement" under the terms and conditions prescribed in Subsection 11 of Section VI of Article 6228g, Vernon's Texas Civil Statutes as amended.

"3. Any person who is an employee of this County on or after January 1, 1976, and who has accumulated at least twelve years of creditable service with this and other participating subdivisions which have adopted twelve-year vesting, shall have the right, despite withdrawal from service prior to attainment of age 60, to remain a member and to retire at or after age 60, conditioned that he lives to date of retirement and that he shall not have withdrawn his accumulated deposits with the System.

"4. Prior service credit (not exceeding 36 months total) shall be, and is hereby allowed (effective January 1, 1976) for active service in the armed forces of the United States performed by an employee of this County under the following conditions, viz.:

"(a) Such service was performed prior to date of the County's participation in Texas County and District Retirement System.

"(b) Such service was performed during a time that the United States was involved in organized conflict with foreign forces, whether in a formal state of war or police action;

"(c) Such person was an employee of said County immediately prior to the beginning of such service in the armed forces, entered such military service without intervening employment, and returned to employment of said County within one hundred eighty (180) days following his discharge or release from active duty with the armed forces; and

"(d) Such person has not heretofore been allowed credit for any part of such military service."

5. Any person who is an employee of this County on or after January 1, 1976, and who was a member of the military service of the United States during the period from April 6, 1917 to November 11, 1919, or from October 16, 1940 to October 31, 1974, and who otherwise qualifies under the requirements of paragraph (d)(10) of Subsection 11, Section VI of Article 6228g, Vernon's Texas Civil Statutes, shall be granted current service credit for each month of such military service (not exceeding the limits prescribed in said Act) for which such member makes application

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and makes deposits within the time and manner as required by said Act. Any prior service allowed such member pursuant to paragraph 4, above, of this order shall be included in determining the maximum credit which may be allowed such member for military service.

The above order being read, it was moved and seconded that the same do pass and be adopted. Thereupon, the question being called for, the following members voted Aye: Dean, Nobles, Meadows, Still, Brennan; and the following voted No: _____.

Witness our hands officially this 12 day of January, 1976.

Ernest Dean
County Judge

Obbe Nobles
Commissioner, Precinct No. 1

J W Meadows
Commissioner, Precinct No. 2

C L Still
Commissioner, Precinct No. 3

Frank Brennan
Commissioner, Precinct No. 4

ATTEST:

Chalice J.
County Clerk and Ex-Officio
Clerk of the Commissioners
Court,
County, Texas





VOL. 17 PG. 239

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

County of Upshur Personnel Policy

Purpose-- The Personnel Policy is the primary instrument for the guidance of the County of Upshur's personnel. The broader aims include the establishment, coordination and equitable application of approved personnel policies, while the specific aim is to provide a basic policy of procedures for the administration of the personnel program.

Policy-- Vacancies shall be filled on the basis of merit, whether by promotion or by initial appointment. Selection shall be made of persons in terms of experience, skills, training, education and aptitude. Employment opportunities shall be made available on an equal basis to qualified persons regardless of age, race, sex, color, origin, religion, or political beliefs. No vacancy shall be filled by any department head without prior approval of Commissioners Court. Department heads will direct new employees to Office of County Auditor for processing all personnel form before new employee shall begin work.

Any employee who has been suspended for disciplinary reasons or whose services have been involuntarily terminated, shall be entitled to appeal to the County Official in whose department they are employed or to the Supervisory County Official of County Commissioners provided that they indicate in writing their intention to do so within 48 hours of suspension or termination. Employees shall be encouraged to offer constructive suggestions for work improvement. Employees have certain responsibilities to the County of Upshur. Each employee is expected to give a full days work, maintain good moral conduct, and do his part in maintaining good relationship with fellow employees.

Working hours-- The regular working hours of the County of Upshur are considered to be 8 hours per day Monday through Friday. These hours, however, may be altered to fit the particular needs of each individual office by the proper County Official. Employees may be requested to provide service in addition to normal hours or on weekends or holidays. Employees will receive compensatory time for excess hours worked. Employees are expected to



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UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

report punctually for duty at the beginning of the work day and to observe the full working hours duly established.

Leave of absence-- The following types of leaves are recognized.

Holidays-- Holidays will be taken as designated as official holidays by the Commissioners Court-- New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas with one extra day for Christmas-- any other day may be declared a special holiday by order of Commissioners Court-- whenever a holiday falls on a Saturday or Sunday the holiday will be taken as directed by Commissioners Court.

Vacation leave-- If an employee leaves the job before completing one year of service, then that employee is not eligible for accrued vacation pay. Vacation time shall be credited to the employees in accordance with the following schedule:

Vacation shall amount to ten (10) working days per year which shall accumulate at the rate of $\frac{5}{6}$ of a working day per month, however, vacation accrued shall not begin until an employee has completed six months of work. After ten (10) years of continuous service an employee shall be granted an additional five (5) working days vacation time. Making a total of fifteen (15) working days vacation per year after ten (10) years continuous service. Maximum allowable accumulation of vacation time shall not exceed that which an employee might accrue in one year. Pay in lieu of vacation is not permitted.

Sick leave-- Sick leave is a period of absence with pay granted employees when incapacitated for duty by sickness, injury, or confinement for medical reasons. Employees shall be extended 30 days or one month absence with pay due to illness or injury in any one year. After 30 days the employee will be placed on leave without pay, but shall receive weekly Indemnity from County insurance for a maximum of 26 weeks if so certified by a licensed Physician and approved by the Insurance Company. If the employee is sick and unable to work after this period of time, then all compensation ceases. Sick leave cannot be accumulated. Written notice shall be given to the County Auditor anytime an employee is absent from work because of illness and the day the employee returns



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to work. Notice in writing shall be given if the employee has an accident on the job. Notice of termination of an employee or when an employee is on vacation shall be given in writing to office of County Auditor. These procedures are necessary to comply for reports on insurance and workmens compensation-- V.T.C.S. 8307 (7).

Jury Duty Leave-- Employees who are required to render Jury duty will receive their regular pay during such leave.

Leave of Absence-- Leave of absence is defined as an approved absence from duty in a non-pay status. The authorization of leave of absence is an administrative matter with the proper County Official. This would also include Pregnancy leave. This is a discretionary matter with the employing County Official.

Compensation--

Pay Periods-- Employees shall be paid once a month, the pay period ending on the last day of the month which is the day of payment. If the pay check distribution day falls on Saturday or Sunday, checks will be distributed the preceeding Friday. If pay check distribution day falls on a holiday, checks will be distributed the previous work day.

Pay Increase-- Employee performance, length of service, and cost of living will determine pay increases. This will be done by order of Commissioners Court.

Pay roll deductions-- Appropriate sums will be deducted from each employees salary and remitted to the proper authorities for:

- a - Federal Income Tax
- b - F I C A Tax
- c - Group Insurance
- d - Retirement Plan.

Overtime-- Compensatory time will be granted to Employees working more than normal hours in lieu of overtime pay.

Approved this 12 day of January, 1976

Clarence Dean
Office Manager

Joe Meadows
Chas. L. Hill

Lloyd D. Resman