

[TABLE OF CONTENTS](#)[ARTICLE I General Provisions](#)[ARTICLE II Employment Information](#)[ARTICLE III Standards of Conduct](#)[ARTICLE IV Discipline and Grievance](#)[ARTICLE V Termination of Employment](#)[ARTICLE VI Leave Time Benefits](#)[ARTICLE VII Wage and Hours](#)[ARTICLE VIII Health and Safety](#)[ARTICLE IX Education and Training](#)[ARTICLE X Pay Practices](#)[ARTICLE XI Performance Evaluations](#)[ARTICLE XII Payroll](#)[ARTICLE XIII FTA Drug, Alcohol Misuse](#)[ARTICLE XIV FMSCA Drug, Alcohol Misuse](#)[APPENDIX](#)**APPENDIX 3-A****DRUG USE AND ALCOHOL MISUSE
SERVICE PROVIDERS AND ANSWERS FOR QUESTIONS**

The following entities provide services pursuant to this Policy:

Substance Abuse Professional: (referred by Weld County)

Cynthia Fravel, LPC, CAC II, NCAC I
Qualified Substance Abuse Professional (SAP)
363 W. Drake Road, Suite 2
Fort Collins, CO 80526
FAX: 970-204-7881
Phone: 970-495-4852

Laboratory:

MEDTOX Laboratories
402 West County Road D
St. Paul, MN 55122
1-800-832-3244

Medical Review Officer:

Medical Technical Review
P. O. Box 490
Hudson, WI 54016
1-800-880-4444

Dr. Christine Kasser, M.D., Associate MRO
Dr. Jeff Larsen, M.D.

Persons with questions regarding Weld County's Policies Implementing the Federal Transit Administration Regulations on Drug Abuse and Alcohol Misuse should contact:

Michelle Raimer
Weld County Department of Human Resources
mraimer@co.weld.co.us
970-356-4000 x4233 – Office
970-352-9019 – Fax

(Weld County Code Ordinance 2003-3; Weld County Code Ordinance 2005-14; Weld County Code Ordinance 2007-4; Weld County Code Ordinance 2010-8)

APPENDIX 3-B

EFFECTS OF ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse.

The following is a discussion of:

- (1) The effects of alcohol misuse on an individual's health, work and personal life;
- (2) The signs and symptoms of an alcohol problem¹; and
- (3) The available methods of intervening when an alcohol problem is suspected.

Effects on Health:

Alcohol is a central nervous system depressant. As such, it slows down physical responses and progressively impairs mental function. Alcohol also depresses the brain centers for self-control and inhibition – leading to loud and aggressive behavior, which makes alcohol appear to act like a stimulant.

Alcohol use can cause unconsciousness, coma, respiratory failure and death. It can have long degenerative effects on many body organs, including the liver, stomach, intestines, heart and brain. The chronic consumption of alcohol (average of three servings per day of beer [twelve ounces], whiskey [one ounce] or wine [six ounces]) over time can result in the following health hazards:

- (1) Decreased sexual functioning;
- (2) Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic");
- (3) Fatal liver diseases;
- (4) Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast and malignant melanoma (skin cancer);
- (5) Kidney disease;
- (6) Pancreatitis;
- (7) Spontaneous abortion and neonatal mortality;
- (8) Ulcers; and
- (9) Birth defects (up to 54% of all birth defects are alcohol-related).

¹ Sources of Information: Employee Assistance Corporation staff and the Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit.

Effect on Work:

Alcohol dulls sensation and impairs vision, memory, coordination and judgment. This can lead to risky behavior, i.e., dangerous driving. Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body. It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body. A person who is legally intoxicated is six times more likely to have an accident than a sober person.

The estimated cost of alcohol abuse is \$117 billion annually. This figure includes medical bills, time lost from work, decreased job efficiency and property damage.

Effects on Personal Life:

The impact of alcohol abuse goes beyond the problem drinker. Each alcoholic affects the lives of four to seven people. Alcohol abuse is a leading cause of child abuse and neglect. It also figures prominently in spousal abuse. Alcohol during pregnancy can cause birth defects, including Fetal Alcohol Syndrome.

Each year in the U.S., over 100,000 deaths are related to alcohol. This figure includes deaths from vehicular accidents, drownings, suicides and numerous physical ailments. This makes alcohol the third leading cause of death in America. The annual toll is broken down as follows.

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,00 will die due to alcohol-related conditions or accidents.

The following are additional social issues related to alcohol.

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- The rate of separation and divorce in families with alcohol dependency problems is seven times the average.
- 40% of family court cases are alcohol problem related.

Signs and Symptoms of an Alcohol Problem² :

² All of these symptoms may indicate problems of alcohol abuse, but may also be symptomatic of other types of personal problems. Supervisors and managers should not attempt to diagnose an alcohol abuse problem, but should confine themselves to observable job performance behaviors.

Alcohol causes both psychological and physical dependence. When a drinker uses alcohol as an escape from problems and stress and comes to depend on the drug for relief, psychological dependency is present.

When repeated drinking produces tolerance (which is a need to consume more of the drug to obtain the same effect), and the drinker's body needs alcohol to function, physical dependence has developed. Once dependent, many drinkers experience withdrawal symptoms when they stop drinking.

Alcoholism is a disease characterized by, among other things, the drinker's loss of control over his or her drinking, and continued drinking despite major negative consequences. In general, people are said to have a problem with alcohol, or be alcoholic, if they cannot control their drinking, if they are dependent on the drug and if their drinking has a negative impact on their physical or mental health, their families, friends and jobs.

How a Person Using Alcohol Appears/Behaves:

- Poor muscle coordination.
- Dulled mental process.
- Slowed reaction rate.
- Staggering.
- Slurred speech.
- Red eyes.
- Possible constricted pupils.
- Poor hygiene.
- Lack of social control.
- Sleepy or stuporous condition.
- Loss of inhibitions.
- Lack of concentration.
- Confusion.
- Aggressive or violent behavior.
- Odor of alcohol on breath.

Signs of alcohol misuse on-the-job include:

- Absenteeism.
- On-the-job absenteeism.
- Tardiness.
- Missed deadlines.
- Increased nervousness.

- Greater irritability.
- Procrastination, delays.
- Red or blurry eyes.
- Erratic productivity.
- Hand tremors.
- Flushed face.
- Lower quality of work.
- Repeated minor injuries.
- Poor concentration.
- Undependable.
- Aggressiveness.
- Personal problems.
- Physical deterioration.
- Overreaction to criticism.
- Avoids boss or associates.
- Financial problems.

(Weld County Code Ordinance 2003-3)

APPENDIX 3-C

**WELD COUNTY
RETIRED EMPLOYEE EMPLOYMENT CONTRACT**

THIS WELD COUNTY RETIRED EMPLOYEE EMPLOYMENT CONTRACT ("Contract") is entered this _____ day of _____, 20_____, by and between _____, ("Retired Employee"), and the County of Weld, State of Colorado ("Weld County").

WITNESSETH:

WHEREAS, Retired Employee has been employed by Weld County and intends to retire under the Weld County Retirement Plan ("the Plan") on _____; and

WHEREAS, post retirement, Retired Employee desires to be employed with Weld County, commencing on _____, under this Retired Employee Employment Contract in the position of _____; and

WHEREAS, Weld County sees the benefit of employing Retired Employee on a contract basis, so as to utilize his or her expertise and experience, and for training purposes, for a period of time which may or may not coincide with the time frame for contract employment desired by Retired Employee; and

WHEREAS, the parties hereto enter into this Contract for the purpose of expressing the terms under which such contract employment shall occur.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto agree as follows:

1. Retired Employee agrees to perform the duties of _____ at a salary the same as Grade ___, Step ___ of the Weld County pay grade system. This salary shall be adjusted annually in the same manner as other Weld County employees in similar positions. Retired Employee's specific duties shall be as determined by his or her supervisor. Retired Employee shall also receive as compensation all benefits normally provided to regular Weld County employees working the same number of hours, which benefits are detailed in the Weld County Home Rule Charter and as adopted in Chapter 3 of the Weld County Code, with the exception of the grievance rights and procedures found in Article IV of said Chapter 3. Additionally, Retired Employee shall not receive disability insurance coverage as compensation for the employment contemplated in this Contract. Retired Employee may be eligible for health, dental and vision insurance either as a reemployed worker pursuant to this Contract, or through the retiree health plan, if he or she qualifies.

2. The employment contemplated in this Contract is "at-will." Both the Retired Employee and the County have the right to terminate this employment relationship at any time for any reason, upon providing to the other party written notice of such termination. This Contract does not create any right to or expectation of continued employment.

3. This Contract does not alter or diminish the right of the Board of County Commissioners of Weld County, and Weld County's elected officials and all department heads, to determine the structure and organization of the various departments of County Government which, in the sole opinion of such officials, shall create the greatest efficiency and highest level of service to citizens of the County. Such reasons may include, but are not limited to, the following: workload changes, program changes,

privatization, contracting out, policy decisions, funding reductions, departmental reorganizations, downsizing and increased efficiency, which reasons may result in the termination of this Contract.

4. Retired Employee shall be eligible to receive retirement benefits from the Plan based upon benefits earned under the Plan. Retired Employee understands that his or her contract employment with Weld County after his or her retirement shall not be counted towards years of service for the purpose of calculating any retirement benefits. After Retired Employee's retirement date as stated above, no additional contributions shall be made by the County to the Plan, nor shall any employee contributions be deducted from his or her salary.

5. For purposes of the Plan and the Internal Revenue Services, Retired Employee's contract employment status pursuant to the terms of this Contract is the same as a contract employee paid through the Weld County payroll and personnel system. Retired Employee's contract employment shall be subject to the terms set forth herein and Weld County working after retirement policies.

6. Retired Employee may not work more than 1,976 hours per calendar year, but may work less than this number of hours as agreed between the Employee and his or her supervisor.

7. Retired Employee's employment pursuant to this Contract shall be subject to regular performance reviews. As an at-will employee, Retired Employee may be terminated if performance of duties does not meet his or her supervisor's expectations.

8. Retired Employee acknowledges that, prior to executing this Contract, he or she had the opportunity to consult an attorney of choice prior to its execution.

9. By signing below, Retired Employee affirms that no promise or representations have been made to him or her with respect to contract employment post retirement, other than what is stated in this Contract. In making his or her decision to retire, Retired Employee has not relied upon any statement or representation other than what is stated in this Contract.

10. This writing constitutes the entire Contract between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns.

11. It is expressly understood and agreed that the terms and of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties, and nothing in this Contract shall give or allow any claim or right of action whatsoever by any other person not included in this Contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Contract shall be an incidental beneficiary only.

12. No portion of this Contract shall be deemed to constitute a waiver of any immunities the parties may possess, nor shall any portion of this Contract be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Contract.

The undersigned hereby enters into this Contract with a full understanding and acceptance of the terms and conditions herein specified.

RETIRED EMPLOYEE:

Retired Employee's Signature

Date

CONCURRENCE:

Elected Official/Department Head

Date

BOARD OF COUNTY COMMISSIONERS
ATTEST: WELD COUNTY, COLORADO

Weld County Clerk to the Board

Chair

BY:

Deputy Clerk to the Board

(Weld County Code Ordinance 2008-6)