

Collective Bargaining Agreement

Between

Laborers' International Union of North America  
Local 517  
Marion Oaks MSTU Unit

And

Marion County Board of County Commissioners, Ocala, Florida



Effective: Date: July 21, 2015 to September 30, 2017

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## **PREAMBLE**

This Agreement between the Marion County Board of County Commissioners (“The County” or “County”) and Laborers’ International Union of North America, Local 517, (“LIUNA” or “the Union”) is effective upon approval of the Marion County Board of County Commissioners.

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning the rates of pay, wages, hours of work and other conditions of employment. There are no, and shall be no, individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

It is understood that the County is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public and both parties hereto recognize the need to promote the interests of the citizens of Marion County and the public in general and having at all times available to them services on the most efficient and economical basis that are practically achievable. The County and each member of the bargaining unit agree to use their best efforts to serve the citizens of the County and the public in general, to see that the public is served efficiently and to assure that the services of the County are provided without interruption.

It is contemplated that this Agreement will serve the interests of the public and employees by ensuring that a fair day’s work is provided in return for a fair day’s pay, providing conditions of employment suitable to maintain a competent work force and maximizing the efficiency and productivity of employees of the Marion County Board of County Commissioners. It is understood that members of the bargaining unit will at all times be responsive to and make every effort to carry forward the County’s legitimate activities and functions and will accept and execute all legitimate instructions and orders given to them.

## **ARTICLE 1 RECOGNITION**

- 1.1** The County hereby recognizes the Laborers' International Union of North America, Local 517 as the exclusive representative for purposes of collective bargaining for its employees in the bargaining unit described in the Public Employees Relations Commission Certification Number 1856 issued December 4, 2014.

INCLUDED: All regular full-time and part-time employees, non-exempt, unsworn, blue collared employees employed by the Marion County Board of County Commissioners in the following roles within the Marion Oaks MSTU: Building/Grounds Maintenance Technician I, Building/Grounds Maintenance Technician III, Custodian, Maintenance Equipment Operator, General Maintenance Technician, and Medium Equipment Operator. (See Appendix A).

- 1.2** It is understood and agreed that the Business Manager of the Union or his Alternate, will be the official spokesman for said Union in any matter between the Union and the Employer, however, such matters shall include only those matters with which the Union has authority regarding its membership. Any alternate designated by the Business Manager shall be designated in writing, and the period of time covered by such designation shall be included in such written designation.

**ARTICLE 2**  
**STRIKE PROHIBITION AND WORK REQUIREMENTS**

- 2.1** The Union and bargaining unit members shall not, for any reason, authorize, cause, engage in, sanction, or assist in any work stoppage, strike, sympathy strike, slowdown, or other withholding of services.
- 2.2** The Union, its officers, agents, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility in the event of a breach of this Article or the law by other employees, to encourage and direct employees violating this Article or the law to return to work, to disavow the strike publicly, and to provide the County with written notice that the action is not authorized, is in violation of this Agreement and the law, and is not to be honored.
- 2.3** Any and all employees who violate any provision of law prohibiting strikes or this Article may be disciplined, at the discretion of the County Administrator, up to and including discharge, and any such action by the County shall not be subject to the grievance and arbitration procedure set forth in this Contract except to determine if a violation of this Article, in fact, occurred.

## **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1** The Union recognizes that it is the function of the County's management to determine and direct the policies, mode, and method of providing its services.
- 3.2** The County shall continue to exercise the exclusive right to take action it deems necessary or appropriate in the management of its operation and the direction of its work force. The County expressly reserves all rights, powers, and authority customarily exercised by governmental management, including all inherent, statutory, and common law management rights and functions which the County has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the County to exercise its own discretion in determining whom to employ, or to alter, re-arrange, change, extend, limit or curtail its operations, or any part thereof, unless specifically expressed in this Agreement. The exercise of the described management functions by the County shall not be contrary to the express provisions of the collective bargaining agreement.
- 3.3** Management Functions: Such management functions are, but not limited to:
- a.** the right to determine its mission, policies, and set forth all standards of service offered to the public;
  - b.** to plan, direct, control, and determine the operations or services to be conducted by the employees covered by this agreement;
  - c.** to determine the methods, means, and number of personnel needed to carry out the County's mission;
  - d.** to direct the working forces; to create and assign shifts and to establish work schedules;
  - e.** to hire, assign, or transfer employees;
  - f.** to maintain discipline of employees, including the right to make rules and regulations not in conflict with this Agreement;
  - g.** to discharge, suspend, discipline, or demote employees for proper and just cause; to hire, transfer, promote and to assign employees to shifts; and to create and fill new positions, provided the provisions of this Agreement are observed;
  - h.** to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
  - i.** to introduce new or improved methods, equipment, or facilities;

- 3.4** The County shall, in its sole discretion, schedule the work period, work week, duty periods, duty schedules and duty cycles of all employees in the bargaining unit. The County has the sole discretion to schedule and/or assign hours of work unless said schedules/hours of work are otherwise provided herein in this Agreement.
- 3.5** Any and all aspects of wages, hours, and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued, discontinued, or modified.
- 3.6** The County's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 3.7** There shall be inalienable and complete regard for the rights, responsibilities and prerogatives of county management under this Agreement. This Agreement shall be so construed that there shall be no diminution or interference with such rights, responsibilities or prerogatives, except as expressly modified or limited by this Agreement.
- 3.8** The Board of County Commissioners, subject to state law, has the sole authority to determine the purpose and mission of the County and the amount and allocation of the budget.
- 3.9** If, in the discretion of the Chairman of the Board of County Commissioners, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricanes or other weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- 3.10** It is agreed that job descriptions are not always comprehensive. Employees at the discretion of the County may be required to perform duties not within their specific job descriptions. It is also understood that to remain competitive, job descriptions may be changed, altered, modified or eliminated as determined at the County's discretion. If any job description is changed, altered, modified or eliminated, the County will advise the Union prior to such change, alteration, modification or elimination.
- 3.11** Delivery of the County's services in the most efficient, effective, and courteous manner is of paramount importance.

**3.12** Should the County exercise its management right and decide to contract out existing or future bargaining unit work, the County agrees to notify the Union of its decision no less than thirty (30) calendar days prior to the implementation of the decision and to meet with the Union upon request. In the event of a reduction in force due to subcontracting of the bargaining unit work, the County will assist any displaced bargaining unit employees, by providing a list of open positions within the County or by helping employees seek employment with any organization from whom services are to be contracted. However, such obligation to meet with the Union shall not affect the County's right to implement said decision free from any bargaining obligation.

**ARTICLE 4**  
**NON-DISCRIMINATION**

- 4.1** There shall be no discrimination against any employee by reason of the employee's race, national origin, religion, color, creed, sex, age, disability, Union membership or non-membership. The County and the Union affirm their joint opposition to any discriminatory practices in connection with employment, Union membership, promotion or training; and agree that the public interest requires employees to perform their duties to the best of their abilities.

**ARTICLE 5**  
**UNION BUSINESS AND REPRESENTATIVES**

- 5.1** The County will consider, on an individual basis, any request from Union representatives for time off to engage in Union business or activities, with the understanding that the needs of the County come first. Time off granted for such purposes shall be without pay unless the necessary time is at the request of the Department Director or designee or otherwise authorized by the County Administrator, the Director of Human Resources, or their designee. Employees may use accrued vacation leave for the purposes of union business, with the prior approval by the Department Director. Any decision whether to grant a request for time off to engage in Union business or activities shall be final and shall not be subject to the grievance procedure set forth in this Agreement. Requests for time off for such purposes shall not be unduly withheld.
- 5.2** To preserve the delivery of services and in accordance with Section 447.509, Fla. Stat., the Union, its members, agents, representatives, or any persons acting on its behalf are prohibited from the following acts: soliciting public employees during working hours of any employee who is involved in the solicitation; distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, jobsite and any such similar public installation. The Union agrees that there shall be no signing or organizational activity, collection of dues, fees or assessments, meetings or other Union business activity on County time at any time unless specifically authorized by the County Administrator. A public employee who is in violation of any provision of this section may be discharged or otherwise disciplined, notwithstanding further provisions of law, and notwithstanding the provisions of the collective bargaining agreement.
- 5.3** A written list of the Union Stewards shall be furnished to the Director of Human Resources immediately upon their designation. The Director of Human Resources shall be notified promptly, in writing, of any changes of said representatives. Union stewards shall be employees of the County. The Union shall have the right to designate a Chief Steward and all area Stewards.
- 5.4** All employees, regardless of Union affiliation or status, are subject to all County rules and regulations pertaining to the conduct of County employees unless specifically exempted by provisions of this Agreement.
- 5.5** The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by Union representatives in investigating, presenting, and adjusting grievances or disputes.
- 5.6** The Business Manager of the Union or his designee, may, with prior authorization by the County Administrator, the Director of Human Resources, or their designee, be admitted to County property to meet with employees. Such permission shall not be unduly withheld.

- 5.7** The County will give the employee five (5) working days to notify the Union of any administrative hearings, formal discipline or grievance hearings prior to any meeting set for administrative hearings, formal discipline or grievance hearing. Employees covered by this agreement will be represented by stewards, including the Chief Steward, so designated by the Union. The Union shall have up to ~~ten~~ two (2) stewards in total. When additional bargaining unit employees are hired, or permanent work locations are created or relocated, the County and the Union will meet at the request of either party, for the purpose of mutually determining the stewardship needs of the Union.
- 5.9** When it becomes necessary for a Union steward to enter an area other than his or her own for the purpose of conducting Union business authorized by this agreement, he or she must secure permission from the supervisor of that area and notify him or her of the general nature of his or her business. Such permission shall not be unduly withheld.
- 5.10** Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership, or lack of membership in the Union or by virtue of his or her holding office or not holding office in the Union. This provision shall be applied to all employees by the County and the Union.

## **ARTICLE 6**

### **PAYROLL DEDUCTION AND DUES**

- 6.1** The County agrees to deduct once each pay period the Union dues of those employees who individually and voluntarily certify in writing on a prescribed Dues Permit Form (provided by the Union) that they authorize such deductions. It is understood that this provision will provide for twenty-six (26) deductions per year. The Union shall notify the County of the amount of dues to be deducted, and shall so certify. Any changes in the amount of Union dues would be effective in a reasonable time not to exceed thirty (30) days to allow the County to make the necessary technical and administrative payroll changes and program adjustments.
- 6.2** The County shall remit each pay period, monies collected and a list of employees paying dues to the Union. Remittance is complete when placed in the U.S. Mail, postage prepaid. The County remittance will be deemed correct if the Union does not give written notice to the County within fourteen (14) calendar days of a remittance receipt of its belief with reasons stated therefore, that the remittance is incorrect.
- 6.3** In consideration of the County's agreement of the check-off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the County against any and all liability claims of any kind which the County may incur or sustain as a result of any deduction for Union dues.
- 6.4** Any employee may request a form for the purpose of withdrawing from membership in the Union and may withdraw authorization for deduction, at any time by submitting a formal written notice to the County and the Union. Upon receipt of such notification, the County shall terminate dues deduction as soon as practical and shall notify the Union that the dues deduction was terminated at the direction of the employee.

## **ARTICLE 7 BULLETIN BOARDS**

- 7.1** The Union shall be provided partial use of bulletin boards, as mutually agreed to by both parties, currently in place at employee work sites. In lieu of placing material on current bulletin boards, and with the approval of the County Administrator the Union may provide bulletin boards, of standard size, not to exceed 36" by 36", in keeping with the decor of the locations, at or near the locations of bulletin boards currently in place at employee work sites. The Union may have only one bulletin board at each work location.
- 7.2** The Union agrees that it shall use the space on the bulletin boards referenced above only for the following purposes:
- a. Notices of Union meetings and elections
  - b. Union election results
  - c. Reports of Union Committees
  - d. Recreational and social affairs of the Union
  - e. Rulings and Policies of the Union
  - f. Notices of public bodies
- 7.3** All Union materials placed on bulletin boards shall be signed by a Union Officer and copies of any materials to be posted shall be forwarded to the County Administrator or the Human Resources Director or designee 72 hours prior to the posting.
- 7.4** No material shall be posted which contains anything political or controversial, or anything adversely reflecting upon the Marion County Board of County Commissioners, its independent agencies, or its employees as determined by the Human Resources Director or designee. Any violation of this Article will be the subject of a meeting between the Union and the County Administrator upon receipt of a written request of the County Administrator. Such written request shall contain a statement of the facts of the alleged violation. Any violation may result in the immediate suspension of this Article, the immediate removal of all Bulletin Board privileges for a period of thirty (30) days at all locations and disciplinary action against employees involved.
- 7.5** Decisions by the County pursuant to this Article are not subject to the grievance procedure, except for disciplinary actions.

## **ARTICLE 8 WORK POLICIES**

- 8.1** All rules, regulations, general orders and standard operating procedures affecting the County and/or its employees in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.
- 8.2** The County can at its sole discretion change, prepare, issue, and enforce work rules, Standard Operating Procedures or Guidelines, safety regulations, and Risk Management Procedures Manual necessary for the safe, orderly and efficient operations not in conflict with this Agreement. Except in extraordinary circumstances, whenever the County proposes changes or issues new Work Rules, or safety regulations, it will notify the Union ten (10) days prior to the effective date for the purpose of impact bargaining over the effects of such changes on employee terms and conditions or employment. A copy of such shall be given to the Union. All Policies and procedures shall be applied uniformly and consistently throughout the bargaining unit.
- 8.3** To request Impact Bargaining, the Union must state, in writing, the specific effects on employee terms and conditions of employment imposed by the work rule change. Such request for impact bargaining must be filed with the Human Resources Director or his or her designee within ten (10) calendar days of notification to the Union by the County.

## **ARTICLE 9**

### **PROBATIONARY EMPLOYEES**

#### **9.1 New-Hire Probation:**

- a.** All new-hire employees, including rehired employees and temporary employees moving to a regular position shall be placed into an initial one (1) year probationary period.
- b.** Employees who are in a training status beyond the one (1) year probationary period shall have their probationary period extended until completion of the training or not to exceed three (3) months. An employee may still be in a training status upon completion of probation.
- c.** No transfers outside the employee's department will occur during the initial six (6) months of the one (1) year probationary period unless the transfer is approved by the current employee's Director or the transfer is for the good of the County.

#### **9.2 Probationary Period for Promotional and Lateral Appointments and Reclassification:**

- a.** An employee who is promoted, a regular part-time employee who gains regular full-time status, or a regular employee who is competitively appointed to a lateral position shall serve a probationary period of ninety (90) calendar days.
- b.** Any employee who is serving in a new-hire probationary status and is promoted shall serve the remainder of the original probationary period or ninety (90) calendar days, whichever is greater.
- c.** Employees placed into a reclassified position shall be placed into a ninety (90) calendar day probationary period.

#### **9.3 Probationary Period for Demotions:**

- a.** Upon a non-disciplinary demotion, a regular full-time employee will not be required to serve another probationary period.
- b.** Any employee demoted for disciplinary reason shall serve a new probationary period of six (6) months beginning the effective date of the demotion.

#### **9.4 Extension of Probationary Period:**

- a.** The Assistant County Administrator may, for good reason, extend an employee's probationary period for a period not to exceed three (3) additional months.

- b.** Assistant County Administrator considering extension of an employee's probationary period shall consult with the Human Resources Director.

**9.5** Dismissal During the Probationary Period:

- a.** At any time during the initial probationary period, an employee may be terminated when deemed to be in the best interest of the County. With the exception of new-hire employees serving their initial probationary period, employees serving probationary periods may not be terminated, demoted or otherwise disciplined without proper and just cause as provided in this agreement.
- b.** Assistant County Administrator shall consult with the Human Resources Director when considering removal of an employee during the probationary period.
- c.** Employees terminated during the initial probationary period have no right to appeal.

**ARTICLE 10**  
**HOURS OF WORK & OVERTIME PAYMENT**

**10.1 Work Hours**

- a. Forty (40) hours shall constitute a normal workweek, not including meal periods, for all full-time employees. The day of the week the period ends and begins shall be determined by the County based upon legitimate business needs. All employees shall be required to report to work on time, shall not leave the job early without proper authorization and shall perform their assigned duties.
- b. The work and rest days of employees shall be scheduled consecutively where possible.

**10.2 Overtime Pay:**

- a. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for any hours worked over forty (40) hours in any County established workweek.
- b. Compensation for overtime will be in the form of cash payment.

**10.3 On-Call Pay:**

- a. Employees in positions which provide “unscheduled” service on a recurring basis may volunteer or be designated “on-call” duties during other than normal working hours. Employees designated for “on-call” duties shall have the option to seek replacement provided the employee who accepts the substitution possesses the required skills necessary to perform the assigned duties.
- b. An employee who is assigned to be on-call for hours beyond the normal work day and for at least one week, shall be paid seventy-five (\$75.00) dollars for each week assigned “on-call”.
- c. If an employee is “on-call” and is called in to work, he or she must record all actual hours worked and will receive a minimum of two (2) hours of pay at the regular rate of pay. Multiple calls that run together are counted as one call for this provision. A call ends when the employee returns to their point of dispatch. The employee must be called and respond from somewhere other than their work site or duty station to count as a new call. Actual hours worked by an employee while “on-call” are subject to the provisions of overtime.

**10.4 Stand-By Pay:**

- a. Employees placed on “stand-by” are considered to be “engaged in employment” and shall receive the regular wages for all “stand-by” time. The Assistant County Administrator may place employees on “stand-by” and pre-position them at locations designated by the County for effective response in emergency circumstances.
- b. Employees on “stand-by” are considered to be “on-the-clock” and therefore cannot engage in any personal behavior that would prevent them from performing their assigned or emergency duties.

**10.5 Call-Back Pay:**

- a. An employee who is not in an “on-call” or “stand by” status, has left his/her place of work and is called back for work shall record all accrual hours worked, but will receive a minimum of two (2) hours of pay. The minimum time provided herein does not apply if a call-in extends into the start or end of the employee's regular work period. The employees’ time shall start from the time he or she responds to the call from the work location.
- b. Employees shall be subject to call back on a voluntary basis, based on the needs of the particular situation.
- c. Additional hours worked in conjunction with the regular work shift shall be paid on an hour per hour basis subject to the overtime provisions.

## **ARTICLE 11**

### **OUTSIDE EMPLOYMENT**

- 11.1** Request to engage in outside employment or other activities may be denied or withdrawn at any time when it is determined by the approving authority such activity interferes with the employee's productions, efficiency, causes a discredit to or is in conflict with the interests of the County.
- 11.2** Outside employment shall not interfere with or be in conflict with the proper performance of the employees' duties with the County. Employees who engage in outside employment shall be in compliance with the Employee Code of Ethics contained in the County's Personnel Policies.
- 11.3** Any County employee who engages in non-County employment or activity shall not be able to receive Workers' Compensation or a disability plan when illness, injury, or disability results from such outside employment or other activity.
- 11.4** Any outside employment shall be reported, in writing, on the Form that is Appendix "B" to this Agreement, to the Human Resources Department and the Department Director. This form must be updated every two (2) year

## **ARTICLE 12**

### **WAGES**

- 12.1** Effective October 1, 2015 and through the duration of the contract if all employees of the Marion County Board of County Commissioners receive an across-the-board increase, employees covered by this agreement will receive the same increase.
- 12.2** Nothing in this agreement shall take away the ability of the Marion Oaks MSTU Advisory Board to recommend employee personnel action including salary adjustments to the Marion County Board of County Commissioners.
- 12.3** It is mutually understood that the employees have to be employed as of the date set by the Marion Board of County Commissioners for the across-the-board increase.

**ARTICLE 13**  
**EMPLOYEE BENEFITS**

- 13.1** Insurance Benefits. The County agrees to provide employees with the basic Health, Dental, Vision and Life insurance group programs offered other County employees. The County agrees to pay the same amount of premium for the same insurance coverage for bargaining unit members as it does for other County employees. Dependent coverage for Health, Dental, Vision and Life insurance will be available on payroll deduction at employees' expense.
- 13. 2** Where an employee is required to use his personal automobile in the performance of his duties, he will be reimbursed for operating expenses at the rate per mile traveled as prescribed by Chapter 112, Florida Statutes.

**ARTICLE 14**  
**SPECIAL MEETINGS**

- 14.1** The County and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.
- 14.2** Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to renegotiate this Agreement.
- 14.3** Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties.

## **ARTICLE 15 SAFETY AND HEALTH**

- 15.1** The County and the Union agree that they will conform to and comply with applicable laws regarding safety and health.
- 15.2** The County and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.
- 15.3** Any employee of the bargaining unit who does not comply with County safety rules and regulations may be subject to disciplinary action.
- 15.4** Protective devices, apparel and equipment provided by the County must be used. Failure to use equipment as directed or as outlined in policy may be cause for discipline. Employees shall be responsible for all County provided equipment or property. In addition, employees who lose or misplace County property, or who cause damage to County property by their negligence or intentional conduct, may be subject to disciplinary action and reimbursement for damaged equipment.
- 15.5** The County and the Union recognize the importance of maintaining employees' good health. In adopting this philosophy, the Union agrees to support any County efforts in developing wellness or fitness programs for bargaining unit employees.

**ARTICLE 16**  
**SEVERABILITY**

- 16.1** In the event any article, section, or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section, or portion thereof. All other articles, sections and portions of this Agreement shall remain valid and enforceable.
- 16.2** If any provisions of this Agreement are found to be in conflict with the statutory powers of the County Administrator or the County. The Union and the County, upon the written request of either party, agree to meet for the purpose of negotiating a substitute for that specific article, section, or portion thereof that are determined to be in conflict.

**ARTICLE 17**  
**SAVINGS CLAUSE**

- 17.1** The County retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.
- 17.2** All matters pertaining to terms of employment and working conditions guaranteed by law to employees within this bargaining unit, shall apply to the extent that they are not in conflict with the provisions of this Agreement.

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE**

- 18.1** In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of specific terms of this Agreement. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee, group of employees or the Union, through a member of the bargaining unit, may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement which is subject to the grievance procedure.
- 18.2** Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their Supervisor, Manager, Superintendent, Department Director, Human Resources Director or the County Administrator. Employees of the County are encouraged to bring any questions, complaints, or other concerns to their supervisors. Any employee's informal discussions with his or her Supervisor, Manager, Superintendent, Department Director, Human Resources Director or the County Administrator, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.
- 18.3** If the aggrieved employee has a reasonable belief that disciplinary action may result from an investigatory or disciplinary interview, the employee may request Union representation, in which event the grievant will notify the County, and the grievant will be responsible for notifying the Union. If an employee makes such a request, the County may, at its discretion, (1) grant the request and postpone the meeting until the Union representative may be present, (2) discontinue the meeting, or (3) offer the employee the choice of continuing the meeting unaccompanied by a Union representative or having no meeting at all. If a meeting is for the purpose of simply notifying the employee of a previously made disciplinary decision, and no questions will be asked nor will the employee be offered any options to the discipline, the employee does not have the right to Union representation.
- 18.4** All personnel files of the employee shall be open for investigation by the appropriate Union steward in the investigation of any grievance. However, such investigation shall be either in the presence of, or with the written permission of the County.
- 18.5** Nothing in this Agreement shall be construed to prevent an employee from presenting, at any time, his own grievance, in person or by legal counsel, to the County and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the Agreement, when in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

- 18.6** Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and may be extended only by mutual agreement of the parties, in writing. The County is not required to consider, respond to, or act upon, any grievance which is not filed within the time set forth in this Article. A grievance shall be considered settled at any point when the employee fails to file the necessary written notice to invoke the next step of the grievance procedure. All time limits shall be calendar days. If any deadline under this Article shall fall on a Saturday, Sunday or observed holiday, as defined in this Agreement, the deadline shall be the next calendar day which is not a Saturday, Sunday or observed holiday.
- 18.7** If the County fails to answer any grievance in the time provided, the grievance shall be deemed denied. A grievance not advanced to the next higher step within the time limit provided shall be deemed withdrawn and settled on the basis of the decision most recently given.
- 18.8** If a meeting, hearing or arbitration is scheduled during the grievant's shift, attendance at such will be with pay. However, if the meeting, hearing or arbitration is scheduled for a time other than the grievant's normal shift then attendance will be without pay. This policy shall also apply to attendance by the grievant's Union representative. Meetings, hearings or arbitrations shall normally be scheduled during the working hours of the employee and the grievant's Union representative. Dates and times for meetings, hearings, or arbitrations shall be mutually agreed upon by the parties involved.
- 18.9 Procedure:** A grievance arising under the terms of this Agreement is handled as follows:

***Step I – Written statement to Department Director***

The aggrieved employee shall present his grievance in writing to his Department Director on the form attached (Appendix C). The grievance should be submitted to the grievant's Director within ten (10) business days of the occurrence of the event giving rise to the alleged grievance. The grievance form shall be signed and dated by the grieving employee. Either the Director or the employee may request that the designated steward be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Department Director shall reach a decision and communicate it in writing to the aggrieved employee and the Union within ten (10) business days from the date the grievance was presented to him.

***Step II – Written request to Assistant County Administrator and copy to Human Resources Director***

If the grievance is not settled at Step I, the aggrieved employee, within ten (10) business days of the Department Directors decision, shall submit the grievance to the Assistant County Administrator and provide a copy to the Human Resources Director. The Assistant County Administrator shall obtain the facts concerning the alleged grievance and shall, within ten (10) business days of receipt of the written grievance conduct a meeting between himself or herself, his or her representative, if needed, and the aggrieved employee. The

aggrieved employee, at his or her request, may be accompanied at this meeting by his or her Union steward. The Assistant County Administrator shall notify the aggrieved employee of his or her decision in writing, with a copy to the Union Business Manager, no later than ten (10) business days following the date of the meeting.

***Step III – Written appeal to County Administrator***

If the grievance is not settled at the second step, the aggrieved employee, within ten (10) business days of the Assistant County Administrator's decision, shall present it to the County Administrator. The County Administrator shall obtain the facts concerning the alleged grievance and shall, within ten (10) business days following receipt of the written grievance, conduct a meeting between himself or herself and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by his or her steward or appropriate Union representative. The County Administrator shall notify the aggrieved employee of his or her decision in writing, with a copy to the Union, not later than fifteen (15) business days following the date of the meeting.

**18.10 Rules for Grievance Processing:**

It is agreed:

- a. Grievances must be brought forward as soon as it might reasonably have become known to exist. In the event a grievance arises, the employee must submit a grievance to his or her Department Director (Step I) within ten (10) business days after he or she has knowledge of the grievance.
- b. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- c. A grievance presented at Step I, and above, shall be dated and signed by the aggrieved employee presenting it. A written decision shall be presented to the aggrieved employee, and shall be dated and signed by the County's representative at each step of the grievance process.
- d. When a written grievance is presented, the County's representative shall acknowledge receipt of it and the date thereof, in writing.
- e. A grievance not advanced to the higher step within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the County's representative to answer within the time limit set forth at any step will entitle the employee to proceed to the next step.
- f. In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

- g. When a grievance is reduced to writing, there shall be set forth in the grievance all of the following:
  - (1) A complete statement of the grievance and facts upon which it is based.
  - (2) The section or sections of the Agreement claimed to have been violated unless the grievance is related to a policy or procedure as outlined in Article 8.1. In this case the section or sections of the policy or procedure shall be cited.
  - (3) The remedy or correction requested.
- h. Grievances filed by the Union affecting two (2) or more employees in accordance with Section 18.1, shall be signed by the designated steward or the appropriate Union representative. Thereafter, it shall follow the procedures as set forth in this Article.

### **18.11 Requests for Arbitration:**

If the grievance is not settled in accordance with the provisions of this Article, the County or the Union may request arbitration by serving written notice of intent to appeal on the County Administrator, no later than ten (10) calendar days after receipt of the County's response in Step III, together with a written statement of the specific provision(s) of this Agreement/policy or procedure at issue. If the grievance is not appealed to arbitration within said ten (10) calendar days, the County's Step III answer shall be final and binding upon the aggrieved employee and the Union. Upon appeal to arbitration, the Union or County may in the written notice requesting arbitration, include the names of two (2) arbitrators, either of whom is acceptable to the Union or County to arbitrate the grievance. If the Union and County do not mutually agree upon the selection of one (1) of the persons listed, or of some other person qualified to act or arbitrate, then the American Arbitration Association procedure as herein stated will be followed. The American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. After the panel is received from the American Arbitration Association, the representative of the Union and the County shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. After the American Arbitration Association is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitration hearing will be set within thirty (30) calendar days from the date the arbitrator is notified of his or her selection to act as arbitrator. Notwithstanding the provisions of this section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

**Section 1:** At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) calendar days after the hearing is concluded, or receipt of briefs, whichever is later, to render his or her written award and findings of fact, provided that the parties may mutually agree in writing to an extension of said limitation.

**Section 2:** With respect to the interpretation, enforcement or application of the provisions of the Agreement, the decisions, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. However, the authority and responsibility of the County as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this Agreement.

**Section 3:** The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or any amendment thereto. The arbitrator shall consider the specific issues(s) submitted to him or her in writing by the parties and any circumstantial evidence presented by the parties that the arbitrator deems important.

All testimony given at the arbitration hearing will be under oath. In rendering any decision, the arbitrator shall consider the written, oral, or documentary evidence submitted to him or her at any hearing set. The decision of the arbitrator shall be final and binding upon all parties.

**Section 4:** The fees and expenses of the arbitrator will be paid by the losing party. The cost of the written transcript, if requested by both parties, will be shared by both parties. If requested by one party, that party shall pay for the transcript. Each party is responsible for compensating its own representatives and witnesses. In the event the Union does not request arbitration, but the employee grievant does so request, the employee must deposit sufficient monies to cover the arbitrator's fees and expenses into the Registry of the Marion County Clerk's office before any arbitration may occur over such a grievance.

## **ARTICLE 19 HOLIDAYS**

**19.1** Employees in the bargaining unit shall observe those days established by this Agreement which consist of the following:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veteran's Day
- g. Thanksgiving Day
- h. Friday after Thanksgiving Day
- i. Christmas Day

**Employee Personal Day:** All regular full-time and part-time employees which are not in their initial hire probationary period, will be granted a "Personal" day with pay to be taken between January 1 and December 31 of each calendar year. This Personal Day may be taken at any time during the calendar year with the approval of the immediate supervisor. The "Personal" Day may not be carried over to the next calendar year and employees that do not use it within the calendar year will lose it. The "Personal" Day must be used in a one (1) work day increment of the employee's regular scheduled work day. The "Personal" Day is not included in the calculation of overtime.

**19.2** When a holiday falls outside the employees regularly scheduled work week the holiday will be converted to eight (8) hours of annual leave, to be used in accordance with the annual leave article within this agreement. When a holiday falls on the employees regularly scheduled work day the employee will be off for the day.

**19.3 Holiday on a Scheduled Workday:**

- a. Any employee of the bargaining unit who is required to work on a County designated holiday shall be paid at the rate of time and one-half for the number of hours worked, in addition to their holiday pay.
- b. Employees who regularly work an eight (8) hour shift will receive eight (8) hours holiday pay. Employees who regularly work a ten (10) hour shift will receive ten (10) hours of holiday pay. This example shall apply to all regularly worked schedules that employees in the bargaining unit are assigned to.
- c. An employee who was scheduled to work on a day designated as a holiday and reports in sick will be credited with the holiday time for that day upon presentation of medical documentation to the Employee Health Clinic.

- d.** Employees in an approved leave status who are regularly scheduled to work on the day of the holiday will receive holiday pay at the straight time rate.
  
- 19.4** Holidays falling during family medical leave or military caregiver leave will be charged as family medical leave hours or military caregiver leave and will not be paid as holiday time.
  
- 19.5** All employees shall receive payment for any paid holiday or have holiday hours converted to annual leave hours unless:
  - a.** He or she has an unexcused absence on the last regularly scheduled work day preceding such holiday, or on the next regularly scheduled work day following such holiday.
  - b.** Having been scheduled to work on such holiday, he or she fails to report for work without providing medical documentation to the Employee Health Clinic.
  
- 19.6** Whenever any of the holidays established by this Agreement falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday. The only exception to the above shall be those employees who are assigned to a "shift schedule." These employees shall observe the actual day of the holiday for purposes of pay.

**ARTICLE 20  
LEAVE AND ATTENDENCE**

**20.1 ANNUAL LEAVE**

- a. Accrual of Annual Leave: All full time and part time regular employees who are filling established budgeted positions shall be entitled to earn annual leave with pay. Part time employees shall earn such leave on a pro rata basis. Accrual of leave will begin upon their first day of employment. Employee use of annual leave is at the approval of the Department Director or designee. Annual leave may only be used in increments of 15 minutes or greater.
- b. Annual leave is not included in the calculation of overtime.
- c. Temporary employees filling an established position shall earn annual leave but are not authorized to use annual leave during their temporary employment. The accrued leave can only be used if the employee is hired into a regular position without a break in their employment. Temporary employees who terminate their employment or who are at the end of their temporary employment period and are not hired into a regular position shall not be paid for their leave accruals.
- d. Annual leave may only be used in lieu of sick leave when all accrued sick hours have been exhausted.
- e. Full time regular employees earn annual leave at the following rates:

<u>Service Years</u>	<u>Leave Earned per Pay Period</u>	<u>Total Leave Earned per Year</u>
0 - 4	3.70 hours	96 hours
5 - 9	4.62 hours	120 hours
10+ years	6.15 hours	160 hours

- f. Part time employees earn annual leave at the following rates:

<u>Service Years</u>	<u>Fraction of Hours Leave Earned per Hour Worked</u>
0 - 4	.0462
5 - 9	.0577
10 +	.0768

- g. Employees may accrue annual leave in excess of the annual limitations during the calendar year. However, excess annual leave greater than the carry-over limitations must be used by the employee prior to the end of the last full pay period of the

calendar year or it will be forfeited. Requests for carrying over amounts of annual leave greater than authorized may be approved by the County Administrator, provided the reasons for the non-use of annual leave are attributable to organizational demands. Such requests must be submitted by the employee's respective Assistant County Administrator with justification as to why the employee was unable to take leave. The carry-over limitations of annual leave accrual are:

<u>Service Years</u>	<u>Carry-Over Limitations</u>
0 - 4	200 hours
5 - 9	240 hours
10 +	300 hours

- h.** Employees who voluntarily resign with a written notice of resignation of fourteen (14) calendar days or more and have been employed with the County for more than one (1) year shall be paid for all unused, accrued annual leave. Employees terminating from the County without providing a fourteen (14) calendar day written notice or whose termination is the result of disciplinary action or resignation in lieu of disciplinary action or termination will forfeit all accrued annual leave, unless otherwise decided by the Assistant County Administrator.

## **20.2 SICK LEAVE**

- a.** Sick leave accrual is a privilege provided to all regular full time and regular part-time employees. Sick leave use is intended for the necessary absence from work due to a personal illness or injury or other personal medical absences for the employee or their immediate family. Sick leave is not included in the calculation of overtime.
- b.** Full time employees shall accrue sick leave at the rate of four (4) hours each bi-weekly pay period for a total of one hundred and four (104) hours annually. Part-time regular employees earn sick leave on a pro-rated basis and must be regularly scheduled to work at least twenty (20) hour per week in order to earn sick leave. Regular part-time employees who are routinely scheduled between twenty (20) and twenty-nine (29) hours per work week will earn sick leave at the one half rate of full time employees. Regular, part-time employees who are regularly scheduled thirty (30) or more hours per week will earn sick leave at three-fourths rate of full time employees. Employees shall not retain more than 1040 hours on the books at any one time. Hours beyond that point will be forfeited.
- c.** Employees shall start accruing sick leave upon their first day of employment.
- d.** Temporary employees filling an established position shall earn sick leave hours but are not authorized to use sick leave during the temporary employment. A temporary employee's sick leave can only be used if the employee is hired into a regular position

without a break in their employment. Temporary employees lose their sick leave credits if there is a break in their employment time.

- e. Employee use of sick leave is at the approval of their Department Director or designee.
- f. Sick Leave Abuse: A series of repetitive and undocumented absences that occur over a period of time on predictable occasions. For example, consistent absence on the day preceding or following the employee's regular day off; on the same day of each week or month; and/or on one or two different days each month. Other examples may be:
  - (1) Frequent use of sick leave in conjunction with holidays, or distribution of pay checks.
  - (2) Frequent use of sick leave when scheduled for undesirable temporary shifts or assignments, or during periods of peak work load.
  - (3) Requesting sick leave for an absence for which annual leave has previously been denied.
  - (4) Frequent occurrences of illness during the work day.
  - (5) Peculiar and increasingly improbable excuses.
- g. It is the responsibility of each supervisor to control the abuse of sick leave by early identification of a pattern of absence. When the supervisor determines that the employee's use of sick leave shows a pattern of usage that indicates abuse of sick leave by the employee, then the supervisor will:
  - (1) Discuss and document the employee's sick leave usage pointing out to the employee the specific dates that appear to constitute a pattern of sick leave abuse.
  - (2) Afford the employee an opportunity to explain any physical or medical condition to the Employee Health Clinic, which may establish that the absences in question were for a bonafide reason.
  - (3) Where the employee does not provide appropriate justification or explanation to the Employee Health Clinic for his or her pattern of absences, the supervisor must inform the employee in writing that the approval of future sick leave will be granted only after the employee presents medical certification of a bonafide illness to the Employee Health Clinic, and that such certification is required until the individual's attendance improves. If the employee does not provide acceptable medical certification, then the absence constitutes unauthorized leave and will be handled as a disciplinary action in accordance with this agreement.
- h. Approved leave under the Family Medical and Leave Act (FMLA) shall not be considered as sick leave abuse.
- i. Sick leave may not be advanced to employees. Only leave hours "on the books" can be used as sick leave.

- j.** Employees calling in sick for same day sick leave must call in no later than thirty (30) minutes after the start of their assigned shift or in accordance with their department established policy. Failure to do so may result in denying the sick leave authorization and charging the employee with administrative leave without pay or with use of annual leave.
  
- k.** An employee who has ten (10) continuous years or more of employment with the County is eligible for payment of a portion of unused sick leave hours upon termination. Employees who meet the criteria stated above and who do not provide fourteen (14) calendar days' notice of resignation or who are terminated for disciplinary reasons or resign in lieu of termination shall forfeit all accrued sick leave unless otherwise directed by the County Administrator.
  - (1) Employees with more than ten (10) years but less than twenty (20) years of continuous County employment may be paid for ten (10) percent of their accrued sick leave hours, at their regular rate of pay at the time of termination.
  - (2) Employees with more than twenty (20) years but less than thirty (30) years of continuous County employment may be paid for twenty (20) percent of their accrued sick leave hours, at their regular rate of pay at the time of termination.
  - (3) Employees with more than thirty (30) years of continuous County employment may be paid for thirty (30) percent of their accrued sick leave hours, at the regular rate of pay at the time of termination.
  - (4) Employees with less than ten (10) years of County employment shall not be reimbursed for any unused sick leave hours.

**l. Incentive Hours:**

- (1) Employees who manage their sick leave accruals responsibly may earn incentive hours based on the amount of sick leave hours that are not used in a year period ending with the last full pay period of the payroll year. To earn incentive (annual leave hours), an employee must use less than twenty-four (24) hours of sick leave per payroll year.
- (2) Employees with less than six (6) months of continuous County employment are not eligible for incentive hours. Employees with more than six (6) months of continuous County Employment, but less than one (1) year are provided a prorated amount of incentive hours.
- (3) Incentive hours earned shall be credited towards an employee's annual leave balance.

Example:

0 sick hours taken - 24 hours annual leave earned  
 4 sick hours taken - 20 hours annual leave earned  
 12 sick hours taken - 12 hours annual leave earned  
 20 sick hours taken - 4 hours annual leave earned

## **20.3 FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

**a. Eligibility:** An employee must have been employed with the County for at least twelve (12) months without a break in service of more than seven (7) years and must have worked at least 1250 hours in the past year to be entitled to the leave benefit provided by the Federal Family and Medical Leave Act of 1993. All eligible employees are entitled to a total of twelve (12) weeks (480 hours) of said leave during a twelve (12) month period. The County will use a rolling twelve (12) month period measured backward from the date an employee uses family medical leave. For example, if an employee has taken five (5) weeks of family medical leave prior to twelve (12) months expiring, he or she could take an additional seven (7) weeks under this policy. All eligible employees are also entitled to a total of twenty-six (26) weeks of military caregiver leave during a single twelve (12) month period. The single twelve (12) month period is measured forward from the date an employee's leave to care for the covered service member begins. Family medical leave may be taken for one or more of the following reasons.

- (1) Birth of a child in order to care for such child,
- (2) Placement of a child with the employee for adoption or foster care,
- (3) Caring for a spouse, child, or parent with a serious health condition, or
- (4) The serious health condition of the employee.
- (5) A qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves, or
- (6) The spouse, son, daughter, parent or next of kin of a covered service member with a serious illness or injury.

Employee's total leave entitlement is limited to a combined total of twenty-six (26) weeks for all qualifying reasons under FMLA and military leave.

### **b. Definitions:**

- (1) Child – biological, adopted, or foster child; stepchild; legal ward; or child of a person standing in loco parentis who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.
- (2) Health Care Provider – a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices, physician assistant or other paraprofessional medical professional performing within the scope of their practice as defined under state law.
- (3) Parent – the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

- (4) Serious Health Condition – an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
- (5) Continuing Treatment – treatment two or more times by a health care provider within a thirty (30) day period. For chronic conditions, such visits must take place at least twice a year.
- (6) Qualifying Exigency – a non-medical activity that is directly related to the covered military member’s active duty or call to active duty status.
- (7) Active Duty or Call to Active Duty – duty under a federal call or order (not a State call) in support of a contingency operation made only to members of the National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.
- (8) Covered Service Member – *current* member of the Regular Armed Forces, National Guard, or Reserve receiving medical treatment, recuperation or therapy, including those on the temporary disability retired list because of an injury or illness incurred in the line of active duty.

**c. Maintenance of Benefits:**

- (1) An employee shall be entitled to maintain group health insurance coverage on the same basis as if he or she had continued to work for the County. To maintain uninterrupted coverage, the employee will have to continue to pay their share of insurance premium payments. This payment shall be made either in person or by mail to Risk Management. If the employee’s payment is more than thirty (30) days overdue, then coverage will be dropped by the County.
- (2) If the employee contributes to a life insurance or disability plan, the County will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee is required to make arrangements with Risk Management to make the necessary payments to continue coverage. Failure to do so may void the employee’s coverage.

**d. Job Restoration:** An employee who utilizes family medical leave or military caregiver leave under this policy will be restored to the same job or a job with equivalent status, pay, benefits, and other employment terms upon return from an approved family medical leave. Use of FMLA or military caregiver leave will not normally result in loss of any employment benefits earned or entitled to before leave.

**e. Use of Unpaid Leave:** The County requires the employees to first use paid sick leave and then annual leave time during family medical leave before being provided leave without pay, unless otherwise approved by the County Administrator. Employees on military exigency leave are required to exhaust all annual leave time before being provided leave without pay, unless otherwise approved by the County Administrator.

- f. Use of Intermittent Leave:** Intermittent use of the twelve (12) weeks of family medical leave or a reduced work week must be coordinated with the Department Director and should not unduly interrupt the operations of the County. Intermittent leave must be recommended by the employee's attending physician, shall not be construed as light duty or restricted work permission, and may not be taken for the birth of a child, to care for a newborn child, or for the placement of a child with the employee for adoption or foster care other than for prenatal care visits or extenuating circumstances.
- g. Family Medical Leave in Conjunction with Worker's Compensation:** Employees who lose time from work for a work-related injury will automatically be placed on family medical leave, if they are eligible and meet the requirements of the Family and Medical Leave Act. This action shall not affect the employee's worker's compensation benefits under Florida Statute 440.
- h. Procedure for Requesting Family Medical Leave or Military Caregiver Leave:**

  - (1) All employees requesting leave under this policy must complete the Family/Medical Leave or Military Caregiver Leave forms available from Human Resources. Employees must give the County thirty (30) days' notice of use of such leave. If this is not possible, the employee must give as much notice as possible. Employees must make a reasonable effort to schedule the treatment and/or intermittent leave to minimize disruptions to County operations.
  - (2) While on family medical leave or military caregiver leave, employees are required to inform their supervisor at least once per week of the status of their medical condition and their projected time to return to work.
  - (3) FMLA and military caregiver leave approval is handled on a case by case basis and is dependent upon the documentation provided by the employee's health care provider and the Federal regulations under the act.
  - (4) If an extension of the approved leave is required, documentation from the health care provider must be submitted to Human Resources or the Employee Health Clinic.
- i.** Human Resources will issue approval/denial of family medical leave or military caregiver leave requests to the employee and the department contact.
- j.** Upon return to work, the employee must provide documentation from the health care provider to the Employee Health Clinic with a fitness for duty certification if required. Employee's timesheets must indicate time used as FMLA or military caregiver leave.
- k.** Employees using FMLA for birth of a child can use sick leave until released for work by the physician (usually six (6) weeks). Any time used after release to work will be charged against annual leave or leave without pay.

- l.** Use of sick leave under family medical leave or military caregiver leave is charged against requirements for incentive hours and will follow regular sick leave procedures covered in Section 3.02 of the Employee Handbook.
- m.** Holidays falling during family medical leave or military caregiver leave will be charged as family medical leave hours or military caregiver leave and will not be paid as holiday time.

#### **20.4 ADMINISTRATIVE LEAVE WITH PAY**

- a.** Exempt employees may be authorized administrative leave with pay when they work an excessive amount of hours in a single pay period. Additionally, such time may not be “banked”, but must be used within ninety (90) days. Administrative leave with pay shall not be taken in conjunction with annual leave, sick leave, or a holiday without prior approval of the Department Director.
- b.** Assistant County Administrator or their designee may approve administrative leave with pay in conjunction with an official investigation, misconduct of an employee or inappropriate behavior when it is in the best interest of the County to remove the employee from the workplace. When an employee is placed on Administrative leave with pay for an investigation, misconduct or inappropriate behavior, the Human Resources Director will be notified.

#### **20.5 ADMINISTRATIVE LEAVE WITHOUT PAY**

- a.** Employees may be provided administrative leave without pay, when, in the judgment of the Assistant County Administrator the employee has a justifiable need for this consideration. Leave without pay will be documented on a personnel transmittal (PT) and approved by the Human Resources Director or Designee. Employees provided administrative leave without pay will not receive holiday pay, if the holiday is within the administrative leave without pay period granted.
- b.** Employees must have exhausted all annual leave and/or sick leave (if absence is for medical purposes) prior to going on an unpaid status.

#### **20.6 ADMINISTRATIVE LEAVE WITHOUT PAY (PENDING PRE-TERMINATION HEARING)**

- a.** Employees pending a preterm hearing as a result of misconduct or inappropriate behavior shall be placed in an Administrative leave without pay status until the pre-termination hearing.
- b.** If the employee is not terminated he/she will be paid for the time he/she was in the leave without pay status.

## **20.7 COURT OR JURY DUTY**

- a.** An employee who is summoned as a member of a jury is granted administrative leave with pay. Employees summoned for jury duty, but not selected must report back to the job site after release from the courts. Employees who are subpoenaed or required to appear in court relating to County business or as a witness for the County or State (not personal cases) are paid at their regular rate if called away from the work site. Any witness fees or stipend received (except travel and meal allowances) must be returned to the Finance office.
- b.** Employees who are absent from work due to personal litigation or court cases may be allowed to use annual leave with their Department Director's approval. Employees will not be reimbursed for meals, lodging, or travel expenses incurred while in service or a juror or witness, unless travel is out of the County and expenses are related to County business.

## **20.8 MILITARY LEAVE**

- a.** The County recognizes the sacrifices and contributions that military veterans have made throughout history in service of our Nation and State.
- b.** Employees who are members of the United States Armed Forces, Armed Forces Reserves, including the Florida National Guard, shall be entitled to administrative leave with or without pay during periods of military training or service. Such leave, with or without pay shall adhere to the Federal and the Florida Administrative Code and Florida Statutes.
- c.** Employees must submit valid military orders when requesting a leave of absence when called to active duty or active duty for training.
- d.** Employees must contact Risk Management prior to departing on military training or service to review their benefit options.

## **20.9 BEREAVEMENT LEAVE**

Employees, upon request, shall be granted up to 3 (three) days of administrative leave with pay to attend the funeral affairs of an immediate family member. An employee's immediate family includes the employee's spouse, child, step-child, parent, step-parent, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.

## **20.10 EMPLOYEE LEAVE DONATION PROGRAM**

- a.** The County will provide a leave donation program to eligible employees for a catastrophic illness or disability of the employee, their spouse, child, or a person living in the home whom the court has designated the employee as the legal guardian. A catastrophic illness for the purpose of this program will be defined as life threatening and requiring extensive medical care. The employee must be in a leave without pay status for a period of eighty (80) continuous work hours to solicit donated leave. The donated leave may be applied to the eighty (80) hours of leave without pay and any other needed hours as defined in this program. The leave donation program shall be provided under the general guidance of the Human Resources Director. Eligible employees may request or donate leave as described in this policy.
- b.** For the purpose of this policy, the following definitions shall apply:
  - (1) Donor:** An eligible employee who has elected to donate sick or annual leave to another employee.
  - (2) Recipient:** The employee who has suffered a catastrophic illness or disability event as specified in paragraph one (1) above and has been authorized to solicit donations of leave.
- c.** This policy is applicable to all employees of the County who are eligible to accrue and use paid leave and who have been continuously employed for not less than twelve (12) months in a County position(s) entitled to earn leave.
- d.** Employees requesting donated leave will automatically be placed under the Family Medical Leave Act (FMLA) if otherwise eligible. FMLA will run concurrently with donated leave.
- e.** Leave donation shall be permitted from one County employee to another County employee subject to the provisions of this policy.
- f.** Each Department Director or Assistant County Administrator, the Director of Human Resources or designee shall have the discretion to approve or deny all requests to solicit leave donation. If a Department Director, Assistant County Administrator, or designee denies a request to solicit sick leave, reasons for the denial will be provided in writing to the Human Resources Director.
- g.** Leave donation shall be strictly voluntary. The identity of donors shall be confidential and shall not be provided to the recipient or to any other individual unless necessary to administer the donation.
- h.** No employee shall threaten, coerce, or attempt to coerce another employee for the purpose of interfering with rights involving the donation, receipt, or use of leave. Prohibited acts include, but are not limited to, promising to confer or conferring a

benefit such as appointment, promotion, or salary increase, or making a threat to engage in, or engaging in an act of retaliation against an employee. Any violation of this provision shall be considered to be misconduct and shall be subject to disciplinary action, up to and including termination.

- i.** To be eligible to request donated leave, an employee must:
  - (1) Be employed in a position entitled to earn and use leave;
  - (2) Have been continuously employed for not fewer than twelve (12) consecutive months in a position entitled to earn leave;
  - (3) Not have received a formal disciplinary action (for performance or conduct) or been on an attendance or other corrective action plan in the twelve (12) month period preceding the request;
  - (4) Have exhausted all accrued leave (Sick and Annual).
  - (5) Have used their Personal Day.
  
- j.** Use of donated leave: All donated leave becomes sick leave, and is therefore subject to applicable provisions of the County policy governing sick leave usage.
  
- k.** An employee may not solicit leave donations for:
  - (1) Any occupationally related accident or illness which is under Worker's Compensation benefits;
  - (2) Disability incurred in the course of committing a felony or assault;
  - (3) Child birth;
  - (4) Intentional self-inflicted injuries;
  - (5) Cosmetic and elective surgery.
  
- l.** An employee may not use donated leave in the following circumstances:
  - (1) During periods of disciplinary probations or suspensions; or
  - (2) While receiving disability insurance benefits.
  
- m.** To be eligible to donate leave, a donor must:
  - (1) Be employed in a County position entitled to earn and use leave;
  - (2) Have been continuously employed for not fewer than twenty four (24) consecutive months by the County in a position(s) entitled to earn leave;
  - (3) Have no less than two hundred (200) hours of accrued sick leave and no less than eighty (80) hours of accrued annual leave;
  - (4) Have not submitted a written notice of resignation or retirement;
  - (5) Not be the recipient of a formal disciplinary action in the last twelve (12) months.
  - (6) Not be on any form of authorized or unauthorized leave of absence without pay.

- n. Request to solicit donated leave shall be as follows:
  - (1) An employee may request solicitation of donated leave only after being in a leave without pay status for eighty (80) consecutive work hours.
  - (2) The employee must request approval to solicit donated leave by submitting a Request for Donated Leave Form. Employee must provide medical documentation from a licensed health care provider documenting the circumstances of the catastrophic illness. Submission of this request is the Employee's release to allow the Clinic Supervisor to review the request and determine if the request meets the intent and purpose of this program.
- o. The Certification of Health Care Provider Form must include the following information:
  - (1) The date the catastrophic condition began;
  - (2) The probable duration of the condition/treatment or absence in days, weeks, or months;
  - (3) The appropriate medical facts within the health care provider's knowledge.
- p. If the employee has previously submitted an acceptable medical certification form covering the period of the catastrophic condition, a copy of this certification may be submitted with the request of donated leave. The Clinic Supervisor will review the information submitted and other relevant facts to determine whether the request to solicit leave should be approved. If the request to solicit leave is approved, the Director of Human Resources or designee will designate the employee as a recipient under the provisions of this policy.
- q. Upon approval of the request to solicit leave, designated Human Resources staff shall prepare a proposed Solicitation of Donated Leave Announcement Form based on the information provided in the Request for Donated Leave Form.
- r. The Solicitation of Donated Leave Announcement shall be circulated to all County Departments via electronic mail for circulation/posting. Leave donations, however, will be accepted until the maximum number of hours (480) is received or until the recipient returns to work and is no longer eligible for leave donations, whichever is sooner.
- s. Leave donation procedures will be as follows:
  - (1) The donor must complete a Leave Donation Form which identifies the amount of leave being donated, authorizes the deduction of the leave from the leave balance(s), assigns the recipient, and surrenders any future claim to the leave if it is credited to the recipient. However, leave will be credited to the recipient only as needed, and it will be returned to the donor if the recipient returns to work or reaches the maximum allowable hours (480) before the leave is used.

- (2) The donor may give any amount of annual leave or sick leave as long as the donor meets the requirements as specified in paragraph thirteen (13) above.
- (3) Donations must be made in whole hours with the minimum donation amount being eight (8) hours of annual or sick leave.
- (4) Employees who wish to donate leave must submit a Leave Donation Form to the Human Resources Director or designated staff.
- (5) After reviewing the employee's request to donate leave, the Director of Human Resources or designee will provide the respective department payroll specialist a payroll notification form of acceptance of hours, or a returned memorandum stating the hours donated but not needed and are being returned to the donor.

t. Receipt and use of Donated Leave shall be as follows:

- (1) Donations, not to exceed (480) hours (for full-time employees) shall be credited to a recipient in the order in which the donations are received by the Human Resources Department and as the recipient needs the hours. Donations received after the maximum use of donated hours has been reached, will not be accepted. Note: Part-time employees will receive a pro-rated amount of donations based on the (480) hour maximum.
- (2) Multiple donations are permitted for the same recipient. However, no recipient, who is a full-time employee, will receive more than 480 hours of donated annual or sick leave in a twenty four (24) month period. Note: Part-time employee maximum donations are again prorated.
- (3) While using donated leave, the recipient will be in a pay status and, as a result, will accrue annual and sick leave. All accrued leave must be used prior to continuing to use donated leave.

## **20.11 ATTENDANCE**

- a. Punctual and regular attendance is a condition of employment. Employees are required to report to work at the appointed time, as scheduled, and to work the entire shift. Each Department Director is responsible for maintaining an accurate attendance record of their employees.
- b. Employees who are unable to work or unable to report to work on time shall notify their supervisor, another departmental supervisor, or any person of authority within the Department no later than thirty (30) minutes after the start of the employee's scheduled shift or in accordance with the Department's designated policy. If an approved absence continues beyond one (1) day, the employee is responsible for informing their supervisor or Department Director of the expected length of absence, if possible. Employees out on sick leave for three (3) consecutive days must report to the Employee Health Clinic (with a medical provider's note) for medical clearance to return-to-duty, or if they require further medical attention. The Clinic shall either provide a return-to-work report for the employee to give to their supervisor or inform

the employee they are not cleared for work and the Clinic will notify the employee's supervisor of the determination.

#### **20.12 TIME REPORTING**

All non-exempt employees must complete a time sheet or time card or electronic timekeeping record daily. Employees must sign their time sheet or time card attesting to the truth and completeness of the actual hours worked. Time sheets and time cards shall not be signed until all hours worked for that period have been completed. If an employee uses a time card and the time clock is malfunctioning, the employee shall write their start and stop times on the time card and their supervisor shall initial that the times reported are the actual start and stop times for the employee. Time sheets and time cards are the property of the County and shall not be removed from the workplace without the authorization of the Department Director.

#### **20.13 OVERTIME DISCLAIMER:**

Leaves of absence shall not be counted as time worked for the purpose of computing eligibility for overtime.

**ARTICLE 21**  
**JOB QUALIFICATIONS, PROMOTIONS & TRAINING**

- 21.1** Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted in accordance with the County Handbook.
- 21.2** The County has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job. Among employees who apply for promotion to a posted position, with the most qualified employee shall be promoted.
- 21.3** For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit for which funds have been appropriated.
- 21.4** The County shall make all determinations of the qualifications of the applicants applying for promotion. Among those employees determined to be qualified to perform the work required, the employee determined by the Employer through the use of an objective testing criteria to be the best qualified shall be appointed to the position.
- 21.5** Any employee that feels he was unjustly passed over for promotion, shall have the right to appeal his rejection through the grievance procedure as outlined in Article 18.
- 21.6** **EMPLOYEE REIMBURSEMENT OF EXTENSIVE TRAINING COSTS**
- a.** Employees who receive extensive, skill-based training that exceeds a total cost of \$2,000.00 or an accumulated amount of the \$5,000.00 for multiple courses in one calendar year, (including tuition, instructional materials, travel, lodging, meals, and other costs associated with the training program) will be required to agree to the terms as outlined in the letter of agreement prior to participating in any extensive, skill-based proficiency training.
  - b.** There shall be a letter of agreement for each participant in the extensive, skill-based proficiency training. Grouping or combining different training opportunities is not permitted without the approval of the County Administrator. Employees who refuse to sign a letter of agreement or refuse to agree to the terms outlined in the letter of agreement may not be disciplined, demoted, or discharged solely for the reason of not signing or agreeing to the terms of agreement. Employees refusing to agree to the terms outlined in the letter of agreement or who refuse to sign the letter of agreement shall not attend any extensive, skill-based proficiency training program.
  - c.** Employees will make arrangements for reimbursement of monies through Human Resources when the employee does not complete the terms of the training contract. Reimbursement may be made in full or in part through payment or through voluntarily relinquishing any wages or other monies due them at termination. Reimbursement

made through payments must be accompanied with a signed promissory note from the employee. All reimbursement monies collected by Human Resources will be delivered to Finance for deposit into the proper account.

- d.** This policy does not apply to attendance at professional seminars, conferences, and symposiums.

## **ARTICLE 22**

### **DISCHARGE & DISCIPLINE**

- 22.1** Employees in the bargaining unit shall not be discharged, suspended, involuntarily reassigned for disciplinary reasons, demoted, docked or otherwise disciplined except for "proper and just cause", and in no event until the employee shall have been furnished with a written statement of the charges and the reasons for such action. Any dispute over suspension, discharge or other disciplinary action may be submitted to the grievance procedure as outlined in Article 18. Employees may be disciplined up to and including termination for any disciplinary violation in the County Handbook notwithstanding the provisions of this Agreement.
- 22.2** The Human Resources Director or his/her designee shall conduct all administrative hearings for termination of employment for all employees of the bargaining unit. The Human Resources Director or designee shall act in a professional manner in the hearing, providing guidance and consistency to the process, basing his or her decisions on the application of County policies and procedures and this Agreement remaining consistent with past and previous actions of similar infractions. The appropriate Union steward and/or designated Union representative shall be present if requested by employee at such meetings.
- 22.3** Employees shall have the right to review their official personnel file upon request to the Human Resources Department. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the employee's official personnel file.
- 22.4** Informal coaching and performance improvement coaching shall normally be conducted by supervisors prior to the issuance of discipline, and shall not be considered discipline. Notes made by supervisors following informal coaching or performance improvement discussions shall be provided to the employee.

The following are intended as examples of disciplinary actions. All disciplinary actions shall normally be progressive. Supervisors and managers must ensure fair and consistent implementation of formal discipline. Disciplinary action shall normally be administered through the following progressive measures:

- a.** Oral Reprimand
- b.** Written Reprimand
- c.** Disciplinary Probation
- d.** Suspension without Pay
- e.** Termination of Employment

Depending on the severity of the misconduct or performance issue, any of the above steps may be skipped. In the event the County skips any of the above steps, upon receipt of a

written request from the Union, written justification shall be provided to the Union stating the reasons for such action.

- 22.5** Notwithstanding the provisions of 23.1, the County may suspend, demote or discharge an employee for drunken, disorderly and disruptive conduct without the necessity of issuing the employee a written notice of the charges and the reasons for such action prior to such job action, however, such documentation shall be delivered to the employee at his or her last known address within ten (10) calendar days of the actual dismissal, demotion or suspension.
- 22.6** *Resignation:* An employee who desires to terminate his or her service with the County shall submit a written resignation to his or her immediate supervisor. Resignations should normally be submitted fourteen (14) calendar days in advance of the final work day. The written resignation, or a copy thereof, shall be filed in the employee's official personnel file.
- 22.7** Copies of disciplinary documents shall be furnished to the employee outlining the reason for such discipline. The employee will be requested to sign the disciplinary document. If the employee refuses to do so, this refusal shall be noted on disciplinary document. If the employee signs the document, such signature shall only acknowledge receipt of the discipline and shall not mean the employee agrees or disagrees with the discipline. Discipline shall not be used as a basis for progressive discipline thirty-six (36) months from the date of issue provided the employee does not violate the same rule or regulation which resulted in the prior disciplinary action.
- 22.8** Any employee subject to dismissal, demotion, suspension or docking as outlined in this Article, shall have the right to an administrative hearing which shall be conducted prior to dismissal, demotion, suspension or docking. The appropriate Union steward and/or designated Union representative shall be present if requested by employee at such meetings along with the supervisor who made the charges. This section shall not apply to drunken, disorderly or disruptive conduct by the employee.

**ARTICLE 23**  
**ENTIRE AGREEMENT**

- 23.1** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 23.2** This agreement, upon ratification and approval of the Board of County Commissioners, shall remain in full force and effect through September 30, 2017.
- 23.3** Articles of this agreement shall not be automatically reopened. An article may only be reopened with the expressed, written agreement of both parties.
- 23.4** This Agreement is complete in writing. It may be amended only by an instrument in writing, signed by the County and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the County to continue in effect, any working conditions, benefit or past practice which is not covered or contained in this Agreement.
- 23.5** The provision of this agreement will remain in effect during subsequent negotiations, if those negotiations extend beyond the term of this agreement.

**Appendix A (Classification & Pay Plans)**

<b>JOB TITLE</b>	<b>DEPARTMENT</b>	<b>PG</b>
Bldg / Grounds Maint Tech I	Marion Oaks	5
Bldg / Grounds Maint Tech III	Marion Oaks	10
Medium Equipment Operator	Marion Oaks	8
Custodian	Marion Oaks	2
General Maintenance Technician	Marion Oaks	7
Maintenance Equipment Operator	Marion Oaks	5

**Appendix B (Outside Employment Request Form)**

**OUTSIDE EMPLOYMENT REQUEST FORM**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

EMPLOYEE #: \_\_\_\_\_

OUTSIDE EMPLOYER: \_\_\_\_\_

SELF-EMPLOYMENT INFORMATION:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Phone #

PLEASE GIVE A BRIEF DESCRIPTION OF YOUR OUTSIDE OR SELF EMPLOYMENT. INCLUDE DAYS AND HOURS WORKED:

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

By my signature, I acknowledge and understand that my approval to work outside of my primary employment with Marion County may be withdrawn without prior notice. Furthermore, I acknowledge and understand that my outside or self-employment shall not, directly or indirectly, conflict with the best interests of the County or interfere with my ability to perform my assigned duties.

Approval of all outside or self-employment shall expire two years after the Department Director's signature date. Employees must submit a new form to renew approval every two years.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT HEAD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HUMAN RESOURCES DIRECTOR

\_\_\_\_\_  
DATE

Appendix C (Grievance Form)

MARION COUNTY EMPLOYEE GRIEVANCE FORM  
Step One: Grievance to Department Director

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Location: \_\_\_\_\_ Telephone No. \_\_\_\_\_

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

**To be completed by employee:** The aggrieved employee shall present his grievance in writing to his Department Director. The grievance should be submitted to the grievant's Director within ten (10) business days of the occurrence of the event giving rise to the alleged grievance. The grievance form shall be signed and dated by the grieving employee. Either the Director or the employee may request that the designated steward be present. Discussions will be informal for settling differences in the simplest and most direct manner. The Department Director shall reach a decision and communicate it in writing to the aggrieved employee and the Union within ten (10) business days from the date the grievance was presented to him.

My Grievance is as follows:

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

Proposed Solution:

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

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

\_\_\_\_\_  
Date







**SIGNATURE PAGE**

In witness whereof, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE COUNTY

FOR THE UNION

---

William Kauffman  
Interim County Administrator

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David Brier  
Business Manager, Local 517

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Amanda Tart  
Human Resources Director