

CLAY COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PERSONNEL POLICIES MANUAL

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CLAY COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PERSONNEL POLICIES MANUAL

**0.00 INTRODUCTION AND SCOPE**

It is a pleasure to welcome you as a new team member of the Clay County Board of County Commissioners (“Clay County” or “County”). This manual has been prepared for your personal use. Please be sure to read carefully, understand and comply with all provisions of this manual and maintain it as a reference for obtaining answers to questions that you may have regarding your employment. All team members are responsible for becoming aware of and familiar with the policies and procedures which govern their employment, and team members are responsible for being familiar with any updates and/or revisions to the manual.

This manual is effective October 1, 2024 and supersedes all previously issued materials, memoranda, ordinances, resolutions, etc. that may conflict with these policies. The manual should not be construed as creating a contract, implied or otherwise. As the need arises, the County may amend, revise, modify, or delete provisions or policies as it deems appropriate and in its sole and absolute discretion. Should any provision of these policies and procedures be found to be illegal or unconstitutional, such decision will have no effect on the remaining policies and procedures. The County also reserves the right to deviate from this manual in emergency situations in order to achieve its primary mission; which is to provide leadership and policy direction and the delivery of essential, efficient and cost-effective services and programs which ensure the safety, welfare and best possible quality of life for our citizens and visitors of Clay County.

All team members in a position covered by a collective bargaining agreement or employment contract will continue under those terms and conditions. Unless explicitly excluded in this manual, if the collective bargaining agreement or employment agreement does not address an issue otherwise contained in this manual, team members will continue under the terms and conditions contained in this manual.

Team members not covered by a collective bargaining agreement or employment contract are employed at will. This means that the County may terminate your employment at any time, without notice, for any lawful reason. No one other than the County Manager has the authority to alter the at-will nature of employment on behalf of the County, and any such alteration must be in writing.

A Personnel Policy manual cannot anticipate every circumstance possible. Consequently, should you have an issue not addressed in this manual or need further explanation of these

policies and/or procedures feel free to contact your Supervisor, Department Head, or the Personnel Department.

### **0.01 AMERICANS WITH DISABILITIES ACT (ADA) POLICY STATEMENT**

The County is committed to complying with the Americans with Disabilities Act (ADA) in all aspects of employment. Qualified individuals with disabilities are eligible for reasonable accommodations, where required by law. Such requests should be made to the Personnel Department. While the County cannot make all requested accommodations, we will work with each individual to explore reasonable accommodations that will enable the individual to perform the essential functions of their position.

### **0.02 EQUAL EMPLOYMENT OPPORTUNITY**

The County is committed to the principles of equal employment and affirmative action, and will assure compliance with all Federal, State, and local laws concerning discrimination in employment.

All Department Heads and supervisors are responsible for assuring that employment, promotion, and development decisions are based on the principle of equal treatment. To this end, we will continue to recruit, select, train, hire, compensate, promote, and deal with all applicants and team members equally and fairly without discrimination due to race, color, sex, gender identity, age, national origin, ancestry, religion, disability, sexual orientation, marital status, military service, or any other category protected by law. Violation of this policy will result in disciplinary action, up to and including immediate termination.

### **0.03 ANTI-HARASSMENT POLICY**

The County is committed to maintaining a work environment that is free from discrimination and in which team members at all levels can devote their full attention and best efforts to the job. Harassment has no place in the work environment. The County does not authorize and will not tolerate any form of harassment based on the following:

Race, color, sex, gender identity, age, national origin, ancestry, religion, disability, sexual orientation, marital status, military service, or any other category that is protected by law.

This policy applies to management and non-management team members alike.

The examples below are just that – examples. It is impossible to list every type of behavior that can be considered harassment in violation of this policy. In general, any conduct

based on these traits that could interfere with an individual's work performance or could create an offensive environment will be considered harassment in violation of this policy. This is the case even if the offending team member did not mean to be offensive.

#### A. Sexual Harassment, or Harassment Based on Gender Identity or Sexual Orientation

Sexual harassment (whether opposite-sex or same-sex, or based on gender identity or sexual orientation) is strictly prohibited. Examples include the following:

- Sexually offensive jokes or comments
- "Sexist" or "discriminatory" comments or behavior (in other words, conduct that demeans other individuals because of their sex, gender identity, or sexual orientation, even if not vulgar, lewd, or sexually provocative)
- Physical assaults or other touching that is sexual in nature
- Quid-Pro-Quo dating supervisors
- Promising favorable treatment or threatening unfavorable treatment based on the team member's response to sexual demands
- Displays of sexually oriented reading materials or pictures, including electronic materials
- Punishing a team member for complaining about harassment, including but not limited to, any of the above

#### B. Harassment Based on Race, National Origin (ethnic group), Age, Disability, Religion, Marital Status, or Other Protected Characteristics

Harassment based on these other traits deserves special mention and is also strictly prohibited. Examples include the following:

- Jokes or negative comments about these characteristics
- Displays of reading materials or pictures containing negative material about these characteristics, including electronic materials
- Vandalism or "pranks" based on these characteristics
- Name-calling based on these characteristics
- Punishing a team member for complaining of these types of harassment

Special note about religion: It is not a violation of this Policy for team members to discuss religion, or to read or view religious materials, at work during non-working hours. However, excessive "preaching" that is unwelcome to others, or adverse treatment of others because of their beliefs, different beliefs, or lack of belief, may be considered "harassment" within the meaning of this Policy.

### C. "Harassing" Use of Electronic Communications

For purposes of this policy, "Electronic Communications" includes use of the County computer system, use of the County email system, use of a personal computer, use of a portable electronic device whether personal or issued by the County, use of a personal email account, text messaging, instant messaging, use of the internet, and use of any social media platform. Harassment through the use of Electronic Communications is prohibited, whether the harassment occurs via a County-issued computer or device, or whether it occurs via the team member's personal computer or device.

This policy protects team members from harassment by other team members. It also prohibits team members from harassing other team members, as well as customers, vendors, or any other persons or entities who are in a business relationship with the County.

If you receive an unwanted Electronic Communication, you should immediately notify the Personnel Department, who will work with the IT department and possibly others, to resolve the situation. If for any reason you are not comfortable notifying the Personnel Department, then you should notify the Deputy County Manager, the County Manager or the County Attorney.

### D. Reporting Harassment

The County cannot resolve matters that it does not know about. Every team member has a duty to immediately report harassment so that the County can try to resolve the situation. You should report harassment when:

- You believe that you have been or are being harassed
- You believe that someone else has been or is being harassed

This is true whether the alleged harasser is a team member, a supervisor or manager, or even a non-team member, such as a customer or vendor with whom the County does business.

To report harassment, you must contact the Director of Personnel, the Deputy County Manager, the County Manager, or the County Attorney. These individuals have been trained to respond appropriately to reports of harassment.

Once your report has been received, the County will

- Conduct a prompt and thorough investigation

- Discuss the results with the complaining team member and, where appropriate, the action to be taken
- If the complaint is verified, take appropriate corrective action, up through and including termination

No team member will be punished for bringing a good-faith report of harassment to the County's attention or for cooperating in an investigation.

#### **0.04 ACCOMMODATIONS FOR KNOWN LIMITATIONS RELATED TO PREGNANCY, CHILDBIRTH AND OTHER RELATED MEDICAL CONDITIONS**

The County is committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections. We recognize the importance of supporting team members experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations.

Examples of Reasonable Accommodations:

- Seating options allowing for sitting or standing as needed
- Closer parking spots to the workplace entrance
- Flexible work hours to accommodate medical appointments and physical needs
- Appropriately sized uniforms and safety apparel
- Additional break time for restroom use, meals, hydration, and rest
- Leave or time-off to recover from childbirth, which may include modifications to reduce exposure to compounds not safe for pregnancy
- Limitations on performing strenuous activities

Requesting Accommodations: If you require an accommodation, please notify the Personnel Department. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed
- A description of the proposed accommodation
- Information on how the accommodation will effectively address your limitations

Situations Not Requiring Medical Documentation:

1. When the limitation and need for an accommodation is obvious

2. If the County is already aware of the limitation due to previous disclosures
3. When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements — which are considered presumptively reasonable
4. For any lactation accommodations
5. When a similar accommodation has been provided to other team members without requiring documentation

Interactive Process: The County engages in an interactive process with the team member to identify suitable accommodations. We are committed to finding effective accommodations that do not impose an undue hardship on the operations of the County.

Undue Hardship and Accommodation Limitations: While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the County. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations including safety and efficiency.

Concurrent Leave: If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

Non-Retaliation: The County strictly prohibits retaliation against any team member who requests or utilizes an accommodation under this policy.

## **0.05 ACCOMMODATIONS FOR NURSING MOTHERS**

The County will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in County refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other team members who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, record the start and end time for any time taken that



does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt County operations.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor, Department Head and/or the Personnel Department.

The County will not discriminate or retaliate against team members who express breast milk in the workplace in accordance with this policy.

## **0.06 RELIGIOUS ACCOMMODATION**

If you need an accommodation because of your religious beliefs or practices, make the request with the Personnel Department. You may be asked to include relevant information such as:

- A description of the proposed accommodation
- The reason you need the accommodation
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements

After receiving your request, the County will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The County encourages you to suggest specific reasonable accommodations. However, the County is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the County.

The County will not discriminate or retaliate against individuals who, in good faith, request a religious accommodation under this policy.

## **1.00 GENERAL POLICIES**

Most team members are governed by additional policies that may be used for the purpose of conducting County business. All team members are required to read, understand, and comply with these necessary policies. Policy Acknowledgement forms must be completed by every team member and shall be maintained in each team member's personnel file. (examples: AI, Social Media, Purchasing, Vehicle)

## **1.01 POLITICAL ACTIVITY**

No team member shall use their official authority as a County team member to influence, attempt to influence or coerce or attempt to coerce, a political body or to in any way interfere with any nomination or election of any person to any public office. Moreover, the use of County team member work time or equipment, supplies, or funds to assist candidates for public offices is prohibited.

## **1.02 OTHER EMPLOYMENT**

Full-time team members are discouraged, but not restricted, from engaging in other employment during their off-duty hours. However, County employment must be considered the primary employment and no team member may engage in outside employment, to include part-time jobs, personal businesses, one-off side projects which could interfere with the performance of their County duties or be in conflict with the interest of the County.

Authorization for off-duty employment shall be requested in writing to the Director of Personnel to ascertain that there is no conflict with their job duties. Failure to obtain proper approval within 30 days of the outside employment can lead to disciplinary action, up to and including termination of employment.

## **1.03 USE OF COUNTY RESOURCES**

Equipment such as computers or cell phones, facilities, vehicles, or property of the County shall not be used by team members for any reason other than County business.

## **1.04 CONFLICT OF INTEREST**

- A. Personnel in a position to influence County actions shall refrain from business, professional, and other relationships which may affect the exercise of their independent judgment in dealing with County suppliers of goods or services or with other public agencies as outlined in the Purchasing Policy.
- B. An outside personal economic relationship which affords present or future financial benefits to a team member, their family, or to individuals with whom they have business or financial ties, may be considered a conflict of interest requiring evaluation by the County Manager when:

- 1. The team member is engaged in a private business or financial relationship which may secure advantage of goods, services, or influence due to the position of the team member with the County

2. The team member designates sources for procurement or procures parts, materials, services, supplies and facilities by purchase or lease, or sells or leases to the County in their own name or in the name of others
  3. The team member acts as director, officer, agent, sole proprietor, partner, stockholder (if owning in excess of ten percent of securities outstanding), team member, paid consultant, or advisor to a supplier of the County or with other public agencies
- C. A team member having a conflicting outside personal economic gain or employment benefits relationship, under the conditions specified in Paragraph 1.04(B), shall disclose in a written statement to the Director of Personnel at one-year intervals, the nature and scope of their outside personal economic or employment interest and the extent of financial benefit received. If the team member is in doubt about being engaged in a conflict of interest, it is the team member's responsibility to seek clarification from the Director of Personnel. If a conflict of interest is found to exist, the Personnel Department will resolve the matter with the team member. If the conflict cannot be resolved, the team member will meet with the County Manager to determine continued employment.
- D. Team member acceptance of any item of value greater than \$0.00 per year from all sources, in the form of loans, advances, or other gifts, gratuities, favors and entertainment from a supplier, bidder, other parties doing business with the County government is prohibited.

### **1.05 FAMILY EMPLOYMENT RESTRICTIONS**

Family members shall not be selected or retained for employment in positions in which they play a part in the hiring, firing, promotion, or advancement of another family member or cohabitant. "Family Member" means blood, marital, or step-relative, including without limitation, spouse, mother, father, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister or any other legally recognized ward. If a "Family Member" relationship occurs through marriage, resulting in the above circumstance occurring, one may have to forgo County employment if another position is not available.

### **1.06 RELATIONSHIP DISCLOSURE**

Team members shall report any romantic personal relationships they are in with other team members that may influence their day to day work at the County, that could potentially lead to conflicts of interest, or affect the integrity of our operations, and good order and

discipline. Team members must disclose any existing or new relationships to the Personnel Department by filling out the Relationship Disclosure Form within thirty (30) days of starting a relationship, or from the point this policy and/or its amendments become effective. Not disclosing the relationship can lead to disciplinary actions, including possible termination.

## **1.07 NO SOLICITATION/NO DISTRIBUTION**

Distribution of literature is prohibited in work areas at all times. In addition, solicitation and distribution of literature is prohibited during the working time of either the team member making the solicitation or distribution or the team member receiving the information or material. Working time does not include authorized lunch or break periods or other times when the team member is not required to be working. The sole exception to this policy is County sponsored support of established charity drives.

## **2.00 EMPLOYMENT AND TRAINING**

### **2.01 EMPLOYMENT**

#### A. Original Employment

When a person is initially employed in a position in County service, either on a full-time or part-time basis, they shall be employed in one of the following types of original employment status:

1. Regular team member
2. Temporary team member

#### B. Types of Employment

1. Regular
  - a. Regular employment will be made to a classification for a budgeted career position
  - b. A regular full-time team member, working more than 30 hours per week or 130 hours a month, shall be eligible to accrue all County fringe benefits immediately upon establishing a continuous service date. (Exception: Health and dental insurance which has a 30-day waiting period)

c. A regular part-time team member, working less than 30 hours per week, shall not be eligible for County fringe benefits

2. Temporary (Including Internships)

a. Temporary employment may be made when the work of a department requires the services of a team member for a total of four (4) months or less within one calendar year on a consecutive or intermittent basis.

b. A temporary team member, regardless of full-time or part-time status, is not eligible for County fringe benefits.

**2.02 PROBATIONARY PERIOD**

The first six months (180 calendar days) of County service, promotion or transfer shall be considered a probationary period for all team members. Upon recommendation of the Department Head and the Personnel Director, a team member's probationary period may be extended up to an additional six months, upon approval by the County Manager. During a probationary period, team members are not eligible for other County positions or promotions, unless approved by the County Manager.

A. All new regular full-time team members will accrue benefits during the probationary period. However, earned sick leave and personal leave (vacation) cannot be taken within the first three months (90 calendar days) of employment

B. During the probationary period, the Department Head will observe the team member's work habits, ability, attendance, and other appropriate factors and determine if continued employment in the job is mutually desirable. At the end of the probationary period, the Department Head will recommend to the Director of Personnel whether the team member should be placed in a regular status. Should the Department Head fail to provide a recommendation to the Director of Personnel, the Assistant County Manager and County Manager will be notified, and a memo placed in the team members' Personnel file.

**2.03 COUNTY SERVICE**

1. A team member's continuous service date shall be established as the most recent date of hire and may not precede the date of actual job performance.

2. Authorized leaves of absence and layoff, shall not be considered a break in service,

but may cause the team member to have that time deducted from their adjusted date of employment. Authorized leaves of absence due to the use of FMLA leave or an accommodation for a disability will not be deducted from a team member's continuous service date. All other separations shall be considered a break in service effective at the end of the team member's regular shift on the last day of work. Should a team member desire to return to a position less than 30 days from their departure, if the position is still vacant and the County agrees, they will be considered to have no break in service.

## **2.04 PERFORMANCE RATING PROGRAM**

The Personnel Department and County Manager may establish and administer a program for rating the work performance of team members annually. The performance rating shall be designed to permit the evaluation of the team member's work performance as accurately and as fairly as is reasonably possible. The ratings shall be set forth on the performance rating forms provided by the Personnel Department.

## **2.05 PROMOTIONS, TRANSFERS AND DEMOTIONS**

### **A. Factors Considered**

In considering team members for promotion, demotion, or transfer, job performance, including qualifications, shall be the sole consideration. Job performance and qualifications being equal, continuous service shall be the determining factor. Veterans' preference will be applied in accordance with Florida law, where applicable.

### **B. Transfers**

A team member may be transferred from a classification in one department to the same or equivalent classification in another department provided the transfer is to the advantage of the County and makes better use of the education, experience, or interests of the team member. No transfer may be made without the approval of the two Department Heads involved, the Director of Personnel, and the County Manager.

### **C. Promotions**

It is the policy of the County to consider County team members for promotional opportunities before applicants from the general public are considered. Promotional opportunities, excluding team members in a probationary period; unless approved by the County Manager, are available, and County team members will have the right to apply for these positions. Step progressions within a tiered position are not considered a promotion.

## D. Demotions

A demotion occurs when a team member voluntarily or involuntarily leaves one position and moves to a position with a lower classification and pay grade. An involuntary demotion may be initiated because of operational requirements or for the convenience of the County, when a team member's current position is, or will be, eliminated from the budget, or when a team member is unable to perform adequately the duties of a higher position. A team member may also voluntarily initiate a demotion by requesting the demotion, in writing, to the Director of Personnel.

## **2.06 TEAM MEMBER TRAINING**

### A. Team member Training Program

Appropriate onboarding and professional development programs for team members shall be established, developed, and/or approved by the Director of Personnel. The management of these requirements and programs shall be the responsibility of the Personnel Department.

### B. Onboarding Program

All team members, including re-hires, shall attend team member Onboarding, prior to reporting to their assigned Department. Onboarding will familiarize team members with County Policies and Guidelines, in addition to the explanation and selection of benefits.

Any additional training modules to be completed and subjects to be covered shall be determined by the Director of Personnel.

### C. Mandatory Organizational and Departmental Training

Training requirements are based on Federal, State, and County regulations. Additional opportunities may be provided based on departmental recommendations and job description requirements.

The Personnel Department is responsible for: establishing standards of training programs; assuring approved training is enforced; recognizing training completion; and assisting departments in developing and conducting training in pursuance of cultivating the professional development of team members.

The purpose of this training program is to improve the level of service rendered to the public as well as the development of team members, while also aiding in the preparation for team member advancement in service to the County.

Departments are responsible for any practical training involving current methods, systems,

techniques, and equipment. Practical training shall be conducted during normal working hours.

Team members will be required to participate in continuing education and training programs when deemed necessary for satisfactory job performance.

Team members may not participate in off-site training during their six-month probationary period, unless prior authorization has been given by the Personnel Director and County Manager.

#### D. Noncompliance of Mandatory Training

All team members are required to complete assigned training by the specified date of completion. Failure will be handled on a case by case basis and may be subject to disciplinary action in accordance with the County's disciplinary process.

## **2.07 EDUCATIONAL ASSISTANCE PROGRAM**

The County will provide financial assistance to County team members for education courses which are applicable to the team member's field of work and quality as to directly contribute to the team member's value and potential growth in the County. Continuing Education Units (CEU) are not considered eligible for the Education Assistance Program but are covered under Certification Expenses.

#### A. Education Assistance Program

1. Eligibility - a team member will be considered for participation in the Educational Assistance Program if they have been a regular full-time team member of the County for one year or more and is recommended by their Department Head, and completed all necessary prior required mandatory County training.

2. Application - The team member must submit the completed Request for Education Assistance Form to the immediate supervisor in advance of the start of the course. The supervisor shall review the application with the Department Head and forward the application to the Director of Personnel. The County Manager has final approval for all such requests which must be obtained at least three (3) weeks prior to the start date of the course.

3. Scheduling - Qualified team members may be permitted time-off from work to attend required classes, which are not available during non-working hours, if approved. If a team member does not have any available accrued paid time-off, the



team member may be granted leave without pay.

4. Service Obligation - Team members who request tuition assistance must agree to remain in the employ of the County for at least one year after receiving reimbursement under this policy. A team member who voluntarily resigns employment or is terminated (other than for layoff) within the one-year period shall be obligated to the County for the total amount paid by the County toward any course(s). Reimbursement for the tuition assistance upon separation shall be made by cash or personal check or deduction from any monies due at the time of separation, where permitted by law.

5. Amendment - This program may be amended or terminated by the County at any time; however, such amendment or termination will not affect any course of study previously approved.

#### 6. Reimbursement

a. Upon successful completion of approved courses, the team member will be eligible for reimbursement of tuition. The team member must present a certification of successful course completion or transcript copy and a receipt for tuition paid to the Personnel Department. Request for reimbursement must be made within thirty days after completion of each course.

b. Reimbursement for tuition will be made only to team members who are on active payroll at the time of the reimbursement request.

c. Qualified team members who have presented proof of completion of course work with a grade of "C" or better, along with a receipt for tuition paid, shall be eligible for reimbursement of 100% of tuition cost, not to exceed \$2,500 per fiscal year.

#### B. Certification Expense Reimbursement

Positions that require licensing examinations, state/regulatory certification licensing fees and registration will be reimbursed at 100%.

e.g. CPA license examinations, professional engineers, information technology technicians, building inspectors, attorneys, etc.

Certification-related expenses, limited to registration and licensing fees, will be reimbursed

via department expense account. Payment will be made provided the team member has satisfactorily completed the examination with a grade (or numeric equivalent) of "C" or better or a "P" if taken Pass/Fail.

## **2.08 DRESS/APPEARANCE**

The public and other visitors gain much of their impressions and/or perceptions of Clay County through their contacts with our team members. Therefore, it is essential that we contribute to a good image through proper dress, hygiene, and grooming.

Team members should dress in attire appropriate to their job function, including County provided uniforms and proper use of safety related apparel.

## **3.00 PAY PLAN AND BENEFITS OFFERED**

### **3.01 ADMINISTRATION**

#### A. New Employment

A team member entering the County work force will normally start at the minimum of the pay grade assigned to their classification. When there are exceptional considerations based on qualifications and work experience, a team member may start above the minimum with the recommendation of the Director of Personnel and approval of the County Manager.

#### B. Promotions

When a team member leaves one position and fills a position in a higher classification and pay grade, they will be placed at the minimum of the new pay grade or at that pay level which will provide a minimum of a 7.5% pay raise, whichever is higher. Final decision regarding promotion and pay will be at the discretion of the County Manager.

#### C. Interim Assignment

This policy also applies in the event a team member accepts an interim assignment in a higher classification and pay grade. Interim assignments may be made at the Director, or Assistant County Manager level and include a period of no less than two (2) weeks, in the amount of 7.5% of their current salary. At the end of the interim assignment, the team member will be placed back to their previous pay.

#### D. Demotions

When the demotion is initiated because of operational requirements or for the convenience of the County, the team member's pay rate will change to the corresponding level in the new pay grade.

#### E. Reclassification

When a position changes significantly in terms of job content and responsibilities, a recommended classification change will be submitted to the Personnel Director to seek approval from the County Manager. The change can be to a higher or lower graded classification. If it is downgraded and is filled by an incumbent, the new pay rate will be determined by the corresponding pay grade the position is classified in. Where an occupied position is upgraded, as a result of a substantial change in job duties, the new pay rate will be determined by the corresponding pay grade the position is classified in.

#### F. Lateral Transfers

When a team member transfers between departments to a new position equal in pay grade to the old position, there will be no pay increase as a result of the change. The service time accrued in both departments will count towards any increases for which the team member may be eligible.

#### G. Step Progression

Team members in tiered positions can progress from level 1 to level 2, level 3, and if available, level 4. To advance, the team member must meet all minimum requirements in the job description for the next level. Upon meeting these requirements and approval by the Personnel Director and the County Manager, they will be eligible for the corresponding pay grade

### **3.02 DIRECT DEPOSIT**

The County processes payroll and pays team members via Direct Deposit. If team members opt- out of Direct Deposit they will incur an administration fee. This fee amount may change and is determined by the Clerk of Court/Comptroller's office.

### **3.03 BENEFITS OFFERED TO COUNTY TEAM MEMBERS**

Eligible team members can obtain health insurance coverage through the County's health insurance plan. The County may also offer eligible team members' participation in dental,

vision, disability, and other supplemental benefit programs. Team members should consult plan documents for plan options, team member costs, and complete eligibility criteria. This information is available through the Personnel Department. Plan options, eligibility criteria, and costs are subject to change and elimination as approved by the County and to the extent permitted by law.

#### **4.00 HOURS OF WORK**

##### **4.01 WORKWEEK AND WORKDAY**

A. A minimum of eight (8) hours shall constitute a normal workday and a minimum of forty (40) hours shall constitute a normal workweek. No County department shall operate on less than a forty (40) hour workweek unless specifically approved by the County Manager, except under County policy which allows for special holidays and other activities within the workweek.

B. The workweek shall start at 12:01 a.m., Wednesday and end at 12:00 midnight, Tuesday the following week. Each team member shall work the designated "work schedule" for their department. However, Department Heads can develop alternate work schedules to permit team member(s) to attend required night meetings without incurring overtime; requests must be sent through the Personnel Department for approval by the County Manager.

##### **4.02 OVERTIME WORK**

The employment and work program of each department should be arranged so as to reduce to a minimum the necessity for overtime work except in emergency situations.

1. When a team member is on official travel status for which per diem is reimbursable under County policy, time spent in travel to the per diem location on the first day of such travel status and travel from per diem location on the last day of such travel status, shall be considered as hours worked. The time must be authorized by the Department Head and recorded separately. At no time shall the team member be compensated for less than their actual work time.

##### **4.03 SCHEDULING**

A. Definitions

1. Regular Shift – The schedule a team member is routinely scheduled, absent emergencies or extenuating circumstances

2. Holiday Shift – Where a team member is required to work on a designated holiday

3. Standby Duty – Assignments for standby duty are made in advance by the supervisor in a fair and equitable manner and require a team member to be available for work within a reasonable time because of the likelihood of an urgent situation arising on their off-duty time, such as nights, weekends or holidays.

B. The Department Head has the authority to set a team member's work schedule, even if the work schedule does not coincide with a team member's regular shift.

C. All team members are required to be present on their assigned jobs for the total hours in the workweek for which they are scheduled, unless absence from duty is authorized by the appropriate authority in accordance with these personnel policies. All absences shall be properly recorded and charged.

D. All team members required to work a Holiday Shift will be eligible for a flex day off to be used during that same work week or be paid for the hours worked at a rate of regular rate for the holiday hours with any time worked at an applicable overtime rate.

E. Standby Duty

1. Non-exempt team members assigned to standby duty and who are physically required to report to a work location for the performance of a task, will be paid for the actual time worked or two (2) hours, whichever is greater.

2. Non-exempt team members assigned to standby duty who are in certain approved critical positions which require regular assignment will be compensated at the rate of \$130.00 per work week in addition to their regular wage, and if physically required to report for work during standby duty, for actual time worked or two (2) hours, whichever is greater. If a non-exempt team member is called to work while assigned standby duty and they fail to respond to a call to report for work, the team member will forfeit the \$130.00 standby pay and may be subject to disciplinary action, up to and including termination.

3. No other types of compensation, either monetary or time off, is authorized for standby duty.

## F. Partial & Full Activation Duty

All County team members are essential to the County and are the most important part of the County's service delivery system. During times of disaster, critical services are provided by team members who will be responsible for assisting the County in protecting the public's health and safety during emergency conditions. As such, all team members are expected to participate as assigned during the emergency period and accept duty assignments, including safety sensitive assignments, in order to prepare and/or respond to the emergency.

When an emergency event, such as a hurricane, tropical storm, other weather event, a public health situation, or other emergency situation occurs that may impact the County, its team members, and/or their families, separate, event-specific instructions will be given to all team members at the most appropriate time as it relates to the event. The County Manager shall determine when to authorize emergency guidelines and shall have the final authority regarding the suspension of regular pay rules and compensation to team members during an activation.

Emergency pay guidelines will be in effect as follows during the activation of the County's Emergency Operations Center, County Local State of Emergency, and State Declaration of an Emergency:

### Non-Exempt Team members:

- During partial activation for an emergency, non-exempt team members required to work the activation will be paid one-and-one half times their regular rate of pay for time worked outside of their normal scheduled work hours each day.
- During full activation for an emergency when business operations are also suspended, non-exempt team members required to work the activation will be paid 8 hours admin time for normally scheduled days and one and a half times their regular rate of pay for time worked each day.

### Exempt Team members:

- During partial activation for an emergency, exempt team members required to work the activation will be paid their regular rate of pay for time worked outside of their normal number of scheduled work hours each day.
- During full activation for an emergency when business operations are also suspended, exempt team members required to work the activation will be paid at their regular rate of pay for additional hours worked each day.

Team member Recall:

- Off-Duty/Scheduled Leave: Exempt or non-exempt team members who are not regularly scheduled to work specific days or may be off-duty, or on scheduled leave can be recalled into work if deemed necessary.

Team members Not Required to Work:

- Regular full or part-time team members, who are not needed when offices are closed or exempted based on County Manager approval and not required to work during an emergency when normal government services are suspended, will receive their normal pay for the emergency day.
- Team members on scheduled leave will not change and they will be charged leave time accordingly.

Return to Normal Conditions:

Team members unable to report back to work once operations are under normal conditions, due to extenuating circumstances beyond their control (i.e. child care issues, storm related damages, road closures, flooding, etc.) may not be required to return to work and may use sick, vacation, or applicable leave time. Department Directors and the Personnel Department must be made aware of such situations as soon as possible for required leave authorization.

Documentation:

Team members are required to accurately document and report to management all hours worked during an emergency utilizing the time recording software as appropriate.

Team members of the Public Safety bargaining unit will be compensated based on the terms of their collective bargaining agreement.

It is important to note that regardless of a non-exempt team member being paid premium rates when they work during the activation period, all statutory requirements under the Fair Labor Standards Act will be maintained once a team member works over 40 hours in one work week.

#### **4.04 TIME RECORDING**

Each team member is required, on each day the team member works, to record on the appropriate time sheet, or by use of the time clocks provided, the times of starting and stopping work. Such team members are also required to sign their time card or time sheet, thereby attesting to its accuracy.

False entry on the time sheet, or punching another team member's time card, is an offense

equivalent to theft and will be subject to discipline, up to and including termination.

#### **4.05 ERRORS IN COMPENSATION**

Should any team member believe an error has been made with respect to their compensation, the Personnel Department should be notified as soon as possible. Any over payment compensation errors caused by the County will be remedied through compensation withholding.

#### **5.00 LEAVES OF ABSENCE**

##### **5.01 HOLIDAYS**

###### A. Designated Holidays

The County approves paid holidays annually which shall be published each year. Holidays shall be observed by all departments in which functions can be discontinued without adversely affecting required services to the public.

NOTE: These holidays are established annually by the County and are subject to change. The list of holidays can be found on the County Website.

###### B. Team member Eligibility

1. All full-time regular team members on active payroll, not on unpaid leave of absence status on the date of the holiday shall be eligible for holiday pay at their regular rate, regardless of whether the holiday falls within the team member's regular shift.
  
2. All part-time regular team members on active payroll and not on an unpaid leave of absence status on the date of the holiday shall be eligible for 6 hours of holiday pay at their regular rate, regardless of whether the holiday falls within the team member's regular shift.
  
3. Team members receiving workers' compensation shall be eligible for the amount of holiday pay which will supplement the wages to that amount payable if the team member were present for a normal work day.



D. Holidays During Paid Leave

Team members on personal leave (vacation) or sick leave during periods when designated holidays occur shall not have the day of the holiday charged against their accrued leave.

E. Maximum Holiday Pay

When a holiday is observed on a scheduled work day, an eligible team member shall be paid up to the maximum of eight (8) hours of holiday pay. If the holiday is observed on a regular scheduled day off, an eligible team member may be paid up to a maximum of eight (8) hours of holiday pay.

**5.02 PERSONAL LEAVE / VACATION**

A. Accrual

All regular full-time team members shall earn Personal Leave (vacation). Part-time and temporary team members shall not be eligible to accrue Personal Leave. Personal leave (vacation) is intended to be taken each calendar year, as earned. The County wishes to provide each team member with a period of relaxation and freedom from the normal work routine so that they can return to work relaxed and refreshed.

Eligible team members will accrue Personal Leave for each hour worked in their regular scheduled workweek. This leave will be credited to team members at the end of each pay period and will accrue in accordance with the following table:

| <u>Years of Service</u>                             | <u>Hours of Leave Earned Monthly</u> |
|---|--------------------------------------|
| 1. 0-5 years<br>(through 60 months)                 | 8 hours                              |
| 2. 6 - 9 years<br>(61 months through 108 months)    | 10 hours                             |
| 3. 10 - 14 years<br>(109 months through 168 months) | 12 hours                             |
| 4. 15 years and over<br>(169 months plus)           | 14 hours                             |

In accordance with the accrual rate schedule outlined in the above table, as each anniversary date for five (5) years or more of service is reached, one (1) additional eight (8) hour day will be immediately credited to a team member's Personal Leave balance and the team member's accrual rate will change accordingly.

The maximum vacation time team members may have to their credit at any one time is:

|                                |           |
|--------------------------------|-----------|
| 0 through 5 years of service   | 240 hours |
| 6 through 9 years of service   | 280 hours |
| 10 through 14 years of service | 320 hours |
| 15 plus years of service       | 400 hours |

It is the team member's responsibility to use Personal Leave (vacation) by December 15th of each year, as any time accumulated beyond the stated maximum will revert to Sick Leave on December 31<sup>st</sup>.

#### B. Additional Personal Leave Day

In addition to the accrual of Personal Leave/Vacation, each full-time regular team member will be granted up to eight (8) hours of leave, per year, of personal leave with pay. This time will be added to team members leave bank in January after their first full year of employment.

#### C. Use of Personal Leave/Vacation

Personal Leave/Vacation is intended to be used to provide a periodic vacation; however, earned Personal Leave may be used for other reasons when authorized by the Department Head, and in cases of FMLA when authorized by the Personnel Department. Team members in the first three months within the probationary period may not use Personal Leave.

Personal Leave shall be used only with the prior (normally one week) approval of the Supervisor and shall not be authorized prior to the time it is earned and credited to the team member.

The minimum charge for Personal Leave shall be a limit of one-half (1/2) hour.

#### D. Payment for Earned Personal Leave

A team member will be paid for unused Personal Leave only upon layoff, resignation, retirement, and/or entry into the Deferred Retirement Option Plan (DROP) program, provided that the team member has been employed by the County for at least one year prior to the date of layoff, resignation, retirement, or entry into (DROP). Such payment shall be made at the team member's current rate of pay and shall not exceed 400 hours.

On May 1 of each budget year, it is the team member's responsibility to notify their Department Head of any plan to retire during the next fiscal year (October 1 - September 30) or intent to elect DROP. The Department Head shall immediately report any potential

retiree or DROP participant to the County Manager and the Personnel Department otherwise the team member may have to wait until the next fiscal year for payout under this section. Accumulated, unused personal leave up to the maximum allowed by this policy will be paid to team members who retire on their last paycheck.

Team members opting for DROP will be allowed to cash out their accumulated personal leave up to the maximum allowed by this policy. Payment will be made at the end of the pay period preceding the entry into the DROP Program. The leave payout will be used for the FRS final computation of the team member's high five average. Team members, once entered into the DROP, accumulate personal leave at a rate as if they had not entered the DROP. Final payout of personal leave at the termination of the DROP period or termination of employment if earlier, will be the maximum allowable personal leave by this policy minus the previous payout before entering the DROP Program. All excess personal leave will be lost if not used.

**5.03 ATTENDANCE INCENTIVE LEAVE**

Regular full-time team members are eligible to receive attendance incentive leave if they are absent for 32 hours or less on sick leave or leave without pay during the twelve-month period of January 1 through December 31. This leave is credited to the Personal Leave/Vacation bank,

The amount of incentive leave will be determined as follows:

| <u>TOTAL HOURS ABSENT</u> | <u>INCENTIVE LEAVE</u> |
|---------------------------|------------------------|
| 8 or less                 | 4 days                 |
| 9-16                      | 3 days                 |
| 17-24                     | 2 days                 |
| 25-32                     | 1 day                  |

For the purposes of this Section, one (1) day of leave is the equivalent of eight (8) hours.

Absences for a fraction of an hour (for the purpose of determining incentive leave) will be rounded up to the next full hour.

In order to be eligible, team members must have been actively employed full time in their position during the full 12 - month period accruing leave.

## 5.04 SICK LEAVE

### A. Sick Leave Accrual and Eligibility

Any regular full-time team member having an accrued Sick Leave balance may use this benefit, except during the first three months within the probationary period. Sick leave shall accrue at the rate of eight (8) hours per month. Sick leave does not continue to accrue while a team member is on leave.

### B. Use of Sick Leave

1. Personal Use - Sick leave is a benefit granted to a team member for use during personal sickness, bodily injury, quarantine, required physical or dental examinations or treatment and exposure to a contagious disease when continued work poses a direct threat to their health or the health of others. It is not intended to be used as additional Personal Leave (vacation) time.

2. If a team member becomes ill while on vacation, they may request that the time be charged to sick leave. The Personnel Department must be notified within 48 hours of the illness. If the sick leave is in excess of three (3) days, certification of the illness by a physician may be required before sick leave will be granted.

### C. Notification of Absence

Notification of absence under this policy shall be given to the appropriate supervisor by the team member or their representative as soon as possible on the first day of absence. This notification must be within one (1) hour of the designated start of the work shift. If absent for three (3) consecutive workdays without reporting to the supervisor a reason sufficient to justify the delay in notification, the team member may be removed from the payroll as having quit without notice. If absent more than three (3) working days (having appropriately reported), a doctor's excuse may be requested by the Personnel Department

### D. Sick Leave Payment Upon Separation / Terminal Pay

A team member who separates from the County workforce shall forfeit accrued unused Sick Leave and no payment shall be made to the team member, except as provided below.

1. Payment upon resignation with two (2) weeks' notice, other than for retirement:

0 – less than 10 years:      No Terminal Pay

10 – Years or more:      50% times the hours accrued times the current hourly

rate, but in no event can it exceed 960 hours.

2. Payment upon retirement:

0-10 years: No Terminal Pay unless retiring under the regular or disability Florida Retirement System (FRS). If retiring, payout is 100% times the hours accrued times the current hourly rate not to exceed 960 hours.

10 years or more: 100% times the hours accrued times the current hourly rate not to exceed 960 hours

**5.05 BEREAVEMENT LEAVE**

If a death occurs in the immediate family (i.e., parents, parents-in-law, legal guardian, spouse, brother, sister, grandparents, grandchildren or child) of a regular team member not in probationary period the team member will be granted leave to attend or arrange the funeral, or for travel incidental to such activities. The regular team member shall be entitled to three (3) days' pay for such days as the team member would normally have been scheduled to work. At their discretion, the County Manager may grant additional leave for extreme circumstances.

In the case of the death of other family members (i.e., grandparents-in-law, brother or sister-in-law) one day of absence with pay will be granted in order to permit the team member to attend the funeral.

In all such cases Bereavement Leave is intended to give team members the opportunity to attend to matters relating to the death of a family member. Should additional time be required, the team member may request Personal Leave time. As with any absence, prior approval must be given by the team member's Supervisor. The County may request the team member to furnish proof of the death and relationship to the deceased.

**5.06 FAMILY AND MEDICAL LEAVE ACT**

The County will comply with the Family and Medical Leave Act (FMLA). A brief explanation of the Act follows and a detailed synopsis, along with appropriate forms, is available for review in the Personnel Department.

## A. Definitions

For purposes of this policy:

1. "Serious medical condition" means an illness, injury or impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

2. "Qualifying exigency" is leave for team members who is the spouse, son, daughter or parent of a member of the regular Armed Services, the National Guard, or the Reserves, or retired military or the Reserves, who is on "covered active duty," or who has been notified of an impending call or order to covered active duty. The "qualifying exigency" covers needed leave for any of the following issues related to a family member's covered active duty or call to covered active duty:

1. Short-notice deployment occurring seven or less days after notice
2. Military events and activities; Child care and school activities
3. Financial and legal arrangements
4. Counseling
5. Rest and recuperation (maximum of 5 days for each instance)
6. Post-deployment activities
7. Additional activities that arise out of covered active duty, provided that the County and you agree, including agreement on timing and duration of the leave.

A team member is eligible for exigency leave as soon as the team member's family member receives the deployment or call-up notice.

## B. Eligible Team members

Team members of the County who have worked for the County for at least 12 months and have worked at least 1,250 hours, may be entitled to a total of 12 work weeks of leave

(except in the case of Military Caregiver Leave as outlined) during a 12-month period when leave is taken for one or more of the following circumstances:

1. The birth and care of a son or daughter of a team member; or
2. The placement of a son or daughter with a team member for adoption or foster care; or
3. To care for the spouse, son, daughter, or parent of a team member, if the family member has a serious health condition; or
4. The team member is unable to perform the functions of their position because of the team member's own serious health condition; or,
5. A qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the team member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a "contingency operation". This applies only to families of members of the National Guard and Reserves and certain retired members of the military.

#### C. 12-weeks of Unpaid Leave

1. Rolling Period - The County will determine the amount of leave available for an eligible team member by using a rolling 12-month period measured backward from the date FMLA leave begins. If your spouse works for the County and both spouses request leave for the birth of a child, foster care, adoption, or the serious health condition of their own parents during the same rolling year, both spouses are entitled to a combined total of 12 weeks of leave in any rolling 12-week period.

In the case of Military Caregiver Leave, an eligible team member who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of Military Caregiver Leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible team member shall be entitled to a combined total of 26 workweeks of leave for the purposes outlined in the section Eligible Team members. If leave is taken by the husband and wife, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during a single 12-month period.

#### 2. Intermittent or Reduced Schedule

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition. The serious health condition can be either the team member's

or that of a family member (i.e., parent, child or spouse). Servicemember Family Leave may be taken intermittently or on a reduced leave schedule. Intermittent or reduced schedule leave is not available for the birth or placement of a son or daughter.

Team members seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Team members are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the County's operations. Team members are also required to give the County, through its Personnel Department, thirty (30) days' notice, or in emergency situations, as much notice as is practical under the circumstances, of their intentions.

If you require leave for the serious health condition of you or a family member (including Military Caregiver leave - see provisions below), you must deliver to the Personnel Department a medical certification within 16 calendar days of the leave request, unless it is not practicable under the particular circumstances to do so despite your diligent good faith efforts. In such cases, you are required to notify the Personnel Department of the issue preventing timely submission as soon as you are aware of the problem. Recertification may also be required. If you fail to provide timely certification, your leave request may be delayed or denied and the County's normal policies regarding absenteeism may be applied resulting in potential disciplinary action. The Personnel Department will provide you with the appropriate Medical Certification or Recertification form upon notification of the need for leave.

If you require Qualifying Exigency Leave, you will be required to provide a copy of the covered military member's covered active duty orders or other appropriate documentation issued by the military.

#### D. Returning from Leave

If you take leave due to your own serious health condition, you will be required to provide a note from your health care provider before your return, stating that you are able to resume the essential functions of your job based upon your job description provided to you. You will not be permitted to return to work until the Personnel Department has received all documentation and has cleared the team member.

For further information concerning your rights and responsibilities under the Family Medical Leave Act, contact the Personnel Department.

#### E. Terms for All Leaves of Absence Under FMLA



## 1. Pay and Benefits

a. Family medical leave absences are unpaid. Team members will be required to use accrued paid leave i.e. sick or personal/vacation hours concurrent with any FMLA leave. While on a leave of absence, team members will not accrue any paid leave.

b. For FMLA leave, a team member's health plan benefits will continue for the duration of the leave, provided the team member continues to pay the team member's portion of all premium payments during leave. For non-FMLA personal leave, the County may continue to make its regular payment to continue to cover the team member under its group health plan through the end of the month [in/after] which the team member requests leave. Thereafter, team members on leave may continue their benefits under the County's group health insurance plan provided the team member pays the entire monthly premiums due during the leave. The Personnel Department will advise you of arrangements for the payment of your premiums, but generally, you must make payments directly to the Personnel Department, by the 30th day of the month of coverage. The County may deduct any unpaid premiums from a team member's pay or accrued benefits.

## 2. Travel Restrictions While on Leave

While a team member is on FMLA leave, the team member may not travel more than 75 miles away from the vicinity where the leave is to take place without express permission from the Personnel Director and the County Manager. Permission will only be granted for good reason consistent with the need for leave such as medical treatment needed at a facility outside the 75-mile radius.

## 3. Other Employment While on FMLA Leave

Unless a team member already has approval to work a second job while employed with the County and working the second job is not in conflict with the team member's need for medical leave, team members must obtain prior approval from the Personnel Director and the County Manager to work at another job (including school practicums) while on an approved FMLA leave. This requirement is intended to ensure that the work at another position is consistent with the stated need for leave.

## **5.07 ADMINISTRATIVE ABSENCE**

### A. Jury Duty and Witness Leave

A team member who is subpoenaed as a prospective juror or as a witness shall be granted leave for the time spent in such service. All regular full-time team members will receive up to 1 week of administrative paid absence to serve on a jury or as a witness. Fees paid by the court will be returned by the team member to the County.

In no case shall administrative leave with pay be granted for court attendance when a team member is engaged in personal litigation.

#### B. Elections.

A team member who lives at such a distance from their assigned work location as to preclude their voting outside of working hours may be authorized a maximum of two (2) hours of leave with pay to vote.

### **5.08 WORKER'S COMPENSATION**

Any team member injured in the line of duty must make an immediate report to their supervisor, regardless of the extent of the injury, and the supervisor, in turn, will notify the County's Risk Manager as well as the Personnel Department. Injured team members will be directed or escorted to a physician for immediate attention when the seriousness of the injury so requires. In the event a team member refuses medical care, a signed statement to this effect should be obtained from the team member and submitted with the accident report.

#### A. Worker's Compensation Benefits

A team member who sustains a service-connected injury or illness that is compensable under the Worker's Compensation Law, Chapter 440, Florida Statutes, shall receive a benefit at a rate equivalent to that payable to that team member if the team member were present at work for a normal work week not to exceed ten (10) working days, beginning with the date of injury or illness. If the same injury or illness requires more than one leave of absence, the days of injury or illness leave benefit shall be cumulative and shall not exceed ten (10) working days.

#### B. Accrual of Sick Leave

The initial two working weeks of such leave shall not be chargeable to the team member's accumulated sick leave and such leave shall continue to accrue during the period of illness or injury.

### C. Leave Beyond 2 Weeks

If the team member is unable to resume work at the end of the two working weeks leave period, the team member will receive normal Worker's Compensation benefits.

### **5.09 MILITARY LEAVE**

The County will comply with all applicable state and federal laws regarding military leave, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

### **5.10 UNPAID LEAVE OF ABSENCE FOR PERSONAL REASONS**

When sufficient personal reasons require, a full-time team member may be granted, at the County's discretion, a non-FMLA or extended leave of absence without pay; provided, the Department Head deems such leave not to be detrimental to the operations of the department, consent of the Personnel Department is obtained, and upon final approval of the County Manager. An unpaid leave of absence will be granted for an initial period of up to 60 days, and team members may request extensions of up to 30 days which are granted at the County Manager's discretion. Generally, total leave will not be extended beyond 180 days from the beginning date of the leave absent extenuating circumstances.

### **5.11 DOMESTIC AND SEXUAL VIOLENCE LEAVE**

All team members employed with the County for 3 or more months shall be permitted to request and take up to 3 working days of unpaid leave or use of sick or personal leave from work in any 12-month period if the team member or a family or household member of a team member is the victim of domestic or sexual violence.

This applies if a team member uses the leave from work to:

1. Seek an injunction for protection against domestic or sexual violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
2. Obtain medical care or mental health counseling, or both, for the team member or a family or household member to address physical or psychological injuries resulting from the act of domestic or sexual violence;
3. Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
4. Make the team member's home secure from the perpetrator of the domestic or sexual violence or to seek new housing to escape the perpetrator; or

5. Seek legal assistance in addressing issues arising from the act of domestic or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic or sexual violence.

Except in cases of imminent danger to the health or safety of the team member, or to the health or safety of a family or household member, a team member seeking leave under this policy is required to provide notice to the Personnel Department at least 3 days in advance and submit necessary documentation of the act of domestic or sexual violence such as a report by a law enforcement official, domestic violence shelter or medical care/ mental health professional.

A written request for leave that is submitted by the team member under the requirements of this section and any County time sheet that reflects such a request are confidential and exempt until 1 year after the leave has been taken in accordance with Florida Law.

## **5.12 COMPASSIONATE LEAVE**

Compassionate leave hours are a means to offset financial challenges in the event a team member exhausts their own leave balances due to acute illness, accident, or injury to self or to serve as the primary caregiver to an immediate family member [defined as the team member's spouse, child or parent]. Team members must be Full-Time regular team members that have successfully completed their probationary period, and any mandatory training requirements. Approval for use of compassionate leave is to be requested in writing and will be forwarded to the County Manager for consideration through the Personnel Department. Approval, of up to 160 hours of leave, and the pay status are at the discretion of the county manager.

## **5.13 CIVIL AIR PATROL LEAVE**

The County will provide eligible team members with at least 15 days of unpaid Civil Air Patrol leave per year to participate in a Civil Air Patrol training or mission.

### **A. Eligibility**

To be eligible for Civil Air Patrol leave, you must:

- Be employed by the County for at least 90 days before beginning leave; and
- Be a senior member of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification.

### **B. Use of Leave**

You will not be required to use paid leave while on Civil Air Patrol leave. However, you may elect to substitute any paid leave for the work time missed on Civil Air Patrol leave.

#### C. Notice

Provide as much notice as possible of your intent to take Civil Air Patrol leave.

#### D. Certification

The County may ask you to provide documentation supporting your need for leave.

#### E. Restoration

Upon completion of leave, you must promptly notify the County of your intent to return to work. The County is not required to permit you to return to work if:

- The County's circumstances have so changed as to make employment impossible or unreasonable;
- It would impose an undue hardship on the County;
- Your employment prior to taking leave was for a brief, nonrecurring period, and there was no reasonable expectation that your employment would continue indefinitely or for a significant period; or
- The County had legally sufficient cause to terminate you at the time you commenced leave.

If you are permitted to return to work, you are entitled to:

- The seniority that you had on the date leave began and any other rights and benefits that are bestowed upon you as a result of such seniority; and
- Any additional seniority that you would have attained if you had remained continuously employed and any other rights and benefits that would have been bestowed upon you as a result of such seniority.

After you have returned to work, you may not be terminated for a period of one year after the date you returned, except for cause.

#### F. Retaliation

The County will not retaliate or discriminate against team members who request or take leave in accordance with this policy.

## **6.00 DISCIPLINARY ACTION - STANDARDS OF EMPLOYMENT**

### **6.01 PRINCIPLE**

The County recognizes that the interest of the community and the job security of its team members depend upon the County's success in providing proper and efficient services to the community. To this end, the County encourages to the fullest degree, team member behavior which is positive and supportive of the goals of effective County management. The County and its team members recognize the need for appropriate disciplinary action when a team member's conduct and job performance are inconsistent with these goals.

### **6.02 RESPONSIBILITIES**

A. Supervisors and Department Heads are responsible for monitoring, evaluating, and documenting the conduct and job performance of team members under their supervision. Supervisors have the authority to give an oral warning or written warning and can recommend other disciplinary action to the Department Head.

B. Department Heads are responsible for managing their supervisors in the formulation of conduct and job performance standards and for the administration of oral warnings and written warnings in their assigned department. The Department Head has the authority to give an oral warning, written warning, or written reprimand and effectively recommend more severe disciplinary action to the Assistant County Manager, and County Manager.

C. The Personnel Director has the authority to make recommendations regarding discipline to the County Manager.

D. The County Manager, or their designee, shall have the authority to initiate and administer all levels of discipline and, except as otherwise provided in this policy, must approve any suspension, demotion, termination, or other disciplinary more severe than a written reprimand.

### **6.03 PROGRESSIVE DISCIPLINE ADMINISTRATION**

Often, team member misconduct can be dealt with using a progression of disciplinary measures. Some behavior, however, may warrant more severe disciplinary action on the first occurrence. Disciplinary action may include, but is not limited to:

#### **A. Oral & Written Warning-**

1. An oral and written warning consists of a Supervisor, Department Head, Assistant

County Managers, Deputy County Manager, or County Manager verbally and in writing, counseling a team member concerning their behavior or work performance and instructing the team member on how to improve.

2. An effective oral warning includes a clear description of the correct performance or behavior which is desired and notice to the team member that the conversation is to be considered an oral warning.

3. An effective written warning includes a clear description of the correct performance or behavior which is desired and notice to the team member that the written warning is to be considered a counseling.

4. In the event a Supervisor has issued an oral warning, the Supervisor shall memorialize the warning, in writing, and inform the Department Head that an oral warning has been issued, and the document produced to the Personnel Department.

#### B. Written Reprimand-

1. A Written reprimand may be used when an oral warning and/or written warnings have not resulted in a satisfactory change in the team member's conduct or when an oral or written warning is deemed insufficient for the offense. While Supervisors may recommend a written reprimand be issued, only the Department Head, the Assistant County Manager, the Deputy County Manager, or County Manager has the authority to issue a written reprimand.

2. If a written reprimand is recommended, the Department Head, in partnership with the Director of Personnel, will evaluate the circumstances and finalize the appropriate documentation needed to administer the written reprimand.

3. A written reprimand should include the following information:

a. Reference to recent oral warnings or written warning on similar violations or conduct, as applicable.

b. A description of the misconduct or performance deficiency. Reference should be made to the County or department rule, supervisory order, or another directive which has been violated.

c. Management's expectations regarding proper conduct and/or performance.

d. Warning regarding management's course of action if the team member fails to correct the performance and/or behavior in the future and that more severe discipline may follow, up to and including termination;

- e. The Department Head's signature and date or, if the discipline was initiated by the County Manager's office, the County Manager's signature and date;
- f. The Director of Personnel signature and date;
- g. The team member's signature which acknowledges receipt of the written reprimand and the date of receipt. The team member's signature does not imply agreement. If the team member refuses to sign the written reprimand, such should be noted on the notice and placed in the team member's permanent personnel file.

### C. Recommendation of Suspension, Demotion or Termination-

1. A suspension is used when previous disciplinary action has not resulted in a satisfactory change in the team member's conduct or when another form of disciplinary action is deemed insufficient to address the severity of the offense. Suspensions may be with or without pay.

2. A demotion is an involuntary assignment to a lower job classification and may include a reduction in pay. A demotion for disciplinary reasons is initiated when previous disciplinary actions have failed to bring a satisfactory change in a team member's conduct, or when a lesser form of discipline is deemed insufficient to address the severity of the offense.

3. Within a reasonable period of time, not to exceed 10 days of becoming aware of the incident for which suspension, demotion, or termination may be contemplated, a memo will be provided by the Department Head to the team member informing the team member of the factual basis surrounding the incident and the County's consideration of suspending, demoting or terminating the team member in connection to the incident. The Department Head and Assistant County Manager shall offer to meet informally with the team member to discuss the incident and allow the team member to explain their position and to offer any information relevant to making the final determination and decision regarding discipline. If the team member does not desire to meet with the Department Head and Assistant County Manager or fails to schedule a meeting within a reasonable period of time, then the County will move forward with appropriate disciplinary measures based on the information available to it at the time of the decision.

4. After the Informal Meeting the Department Head's recommendation is administered through the use of a Notice of Disciplinary Action which should include the following information:

- a. Reference to previous disciplinary action including oral warnings, written reprimands, and/or suspensions, or efforts to correct the performance and/or



- conduct of the team member, as applicable through performance evaluations or Performance Improvement Plans (PIPs);
- b. A description of the misconduct or performance deficiency. Reference should be made to the County or department rule, supervisory order, or other directive which has been violated;
- c. Management's expectations regarding proper conduct and/or performance;
- d. Warning regarding management's course of action if the team member fails to correct the performance and/or behavior in the future and that more severe discipline may follow, up to and including termination;
- e. Recommendation of Disciplinary Action
- f. The Department Head's signature and date;
- g. The Assistant County Manager's signature and date; and,
- h. The team member's signature which acknowledges receipt of notice of disciplinary action and the date of receipt. The team member's signature does not imply agreement. If the team member refuses to sign the document, such should be noted on the notice and placed in the team member's permanent personnel file.

5. If other action has been determined during the informal meeting all documentation is to be turned into the Personnel Director for approval and appropriate action.

If a suspension, demotion, or termination is recommended, the Director of Personnel, will present documents that include Notice of Disciplinary Action to the County Manager for final evaluation and action.

#### **6.04 PAYMENT FOR LOST, DAMAGED OR STOLEN EQUIPMENT, FUNDS, AND UNIFORMS**

To the extent permitted by law, disciplinary action may also require re-payment by a team member as a result of their theft of County property or funds through deduction from the team member's paycheck as outlined below. Disciplinary action may require payment by a team member for lost or damaged equipment or other County property due to negligence or intentional destruction. Upon separation or dismissal from County employment, and to the extent permitted by law, any balance due may be deducted from the team member's final paycheck.

## **6.05 DEPARTMENT HEADS/ASSISTANT COUNTY MANAGERS/DEPUTY COUNTY MANAGER**

Department Heads, Assistant County Managers, and the Deputy County Manager are appointed by the County Manager, and serve at the will and are responsible to the County Manager. The County Manager shall administer all disciplinary action for Department Heads, Assistant County Managers, and the Deputy County Manager. The decision of the County Manager may be appealed to the Board of County Commissioners within ten (10) days of the notification of termination.

## **6.06 CONDUCT SUBJECT TO DISCIPLINE**

Team members may be disciplined and dismissed from employment for a variety of causes. The examples of misconduct and unsatisfactory performance enumerated in this policy for assessment of discipline is not all inclusive. A listing of every instance for which discipline may be appropriate is, of course, an impossibility. There can be no mechanical formula for the application of discipline. Each instance of misconduct or deficiency must be viewed and judged individually. The County does not desire that improper conduct not listed herein be considered as proper or condoned due to its omission from this Section.

The County may require disciplinary action, up to and including termination, for incompetence, insubordination, neglect of duty, moral turpitude, or breach of peace. The types of conduct or performance which fall into these categories for disciplinary action are listed below. These lists are not all inclusive. In addition to those infractions listed below, the County must require compliance with local, state, and federal rules, regulations, and laws.

### **A. Incompetence**

1. Habitual tardiness, absenteeism and abuse of leave privileges.
2. Failure to obtain or maintain licenses, certification and/or other professional credentials required for employment.
3. Failure to notify appropriate County officials of the loss of any license, certification or other credential required for employment.
4. Failure to observe County and general safety practices and regulations.
5. Driving a private or County vehicle while on County business when not possessing a valid driver's license or liability insurance.

### **B. Insubordination**

1. Violations of law, County or departmental rules or regulations or directives.

2. Disregard or repeated failure to follow the valid instruction or direction of a supervisor or Department Head.
3. Refusal to sign or complete documents required for employment.
4. Inappropriate use of County identification, including uniforms.
5. Knowingly granting permission to a subordinate team member to violate any rule, policy or regulation, whether explicit or condoned through inaction

### C. Neglect of Duty

1. Causing damage or loss to County or other public or private property and equipment through negligence, recklessness or willful misconduct.
2. Excessive or repeated waste of supplies and materials.
3. An absence without approved leave for one or more consecutive work days. Any absence without approved leave for three consecutive days shall be deemed an abandonment of employment with the County.
4. Failure to return to work after an approved leave of absence.
5. Involvement in excessive number of accidents or safety violations on the job.
6. Operating a County vehicle without the type of valid license required for the operation of the vehicle.
7. Operating a County vehicle negligently, recklessly, willfully or in a wanton disregard for safety and causing damage to property or persons.
8. It is the obligation of all County team members to report the occurrence of any criminal behavior involving the use of County vehicles including but not limited to operating a County vehicle while under the influence of drugs or alcohol. The failure of any team member to report such incidents of criminal behavior to their supervisor or Department Head is subject to disciplinary measures.
9. Use of County equipment, including vehicles, for any unauthorized purpose.
10. Failure to notify the Personnel Department of any use of prescription or other medication that may impair performance.
11. Unauthorized release of information or records.
12. Failure to be present for the start of work shift or when work assignments are being issued.
13. Leaving the assigned work area without permission, except in the case of an emergency.
14. Sleeping and other acts of inattention or neglect of duty.
15. Failure to report any on the job accident or injury in a timely manner, or participation in a cover up of an accident, incident or abuse of County property.

#### D. Moral Turpitude

1. Falsification or misrepresentation of any document or record completed in the course of employment or in obtaining employment, including group insurance claims, and drug and medical testing.
2. Violation of County code or other County policies relating to impartiality, use of public property, conflict of interest, disclosure or confidentiality.
3. Criminal activity.
4. Engaging in any employment, activity, enterprise or behavior on or off County property or County time, which is illegal, incompatible or in technical conflict with the team member's duties and responsibilities as a County team member.
5. Attempting to coerce or influence a member of the public, fellow team members, subordinates or other County team members with gifts, services, loans or other considerations.
6. Theft or unauthorized removal or use of County property.
7. Operating a County vehicle or equipment or reporting to work, while under the influence of alcohol or a controlled substance.
8. Possession of alcohol or a controlled substance while on duty or on County property, or in a County vehicle at any time.
9. Use, possession, or sale of controlled substances at any time anywhere.
10. Fighting; gambling; dangerous horseplay while on duty or on County property, or in a County vehicle at any time; smoking in restricted areas.
11. Violation of the County's no-harassment or EEO policies.

#### E. Breach of the Peace

1. Threatening, conspiring to commit, attempting or actually committing any assault or battery upon any County team member or member of the public on County property, during working hours or as a result of County employment.
2. Unauthorized possession or use of firearms, explosives, ammunition or other weapon in County vehicles or in any County building or facility.
3. Intentionally setting off a fire alarm where no fire exists.

### **7.00 TOBACCO FREE POLICY**

The County is dedicated to protecting the health and comfort of County team members and the public that use County-owned or leased buildings. In order to protect the quality of life in public places and at public meetings and to provide an environment that is reasonably free from tobacco, tobacco products, cigarette or cigar smoke, e-cigarettes and

vaporizer pens, smoking in County-owned or leased facilities, buildings and vehicles is prohibited.

#### A. Definitions

"Smoking" means possession and use of tobacco and tobacco products, such as: Dip, lighted cigarette, lighted cigar, lighted pipe or any other lighted tobacco product, or e-cigarette/vaporizer pen.

#### B. Team member Responsibilities

Team members are required to:

1. Refrain from using any listed product above or other tobacco products the County deems in violation of this policy, in County-owned or leased facilities, buildings or vehicles but will be allowed to smoke during authorized breaks and their lunch hour while outside of County-owned or leased facilities, buildings or vehicles. Team members are also required to refrain from smoking near entrances to or exits from County owned or leased facilities, buildings, or vehicles.
2. Refrain from smoking or using tobacco products in areas where hazardous, flammable or explosive materials are stored.
3. Maintain the cleanliness of the areas in which they smoke and to properly and safely dispose of the byproducts.
4. Refrain from smoking when on County business and in direct contact with the public.

#### C. Support for Smoking Cessation

Team members who smoke are encouraged to enter smoking cessation programs and to contact the Personnel Department for more information on smoking cessation programs.

### **8.00 DRUG-FREE WORKPLACE**

#### **8.01 INTENT**

The County has implemented this policy pursuant to the drug testing amendments to the Florida Worker's Compensation Law, the Worker's Compensation Drug Testing Regulations,

Fla. Admin. Code 38F-9, Florida traffic and safety laws for commercial motor vehicles, Fla. Stat. Section 316.302, the Omnibus Transportation Team Member Testing Act of 1991, and the Department of Transportation Controlled Substances Testing Regulations, 49 C.F.R. part 382 and part 40 (collectively referred to as "Applicable law".) The County's primary concern is to protect the health and safety of its team members and the general public. The County will not tolerate any risk that our team member's safety, the safety of the general public and/or the services provided to the County may be compromised by the impaired actions of persons who insist on using drugs illegally and/or reporting to work under the influence of alcohol. In addition, the County wishes to qualify for the workers' compensation premium discount provided under Fla. Stat. Section 627.0915 and the irrebuttable presumption of intoxication provided under Fla. Stat. Sections 440.09 and 440.101 with respect to team members who test positive for alcohol or illegal drug use following an on-the-job injury.

Pursuant to the Federal Highway Administration Controlled-Substance Testing Regulations, any team member who tests positive for the use of a controlled substance for which the County is testing is medically unqualified to operate a commercial motor vehicle. Furthermore, if a person refuses to be tested, such refusal shall be treated as a positive test and the person shall not be permitted to operate a commercial motor vehicle.

#### A. Circumstances Requiring Drug Testing

1. Job Applicants- All finalists for special risk or mandatory-testing positions with the County will be offered employment contingent upon satisfactory results of a drug test. No applicant will be tested until after receiving a conditional offer of employment. Applicants who refuse to be tested will not be considered for employment and their conditional offer will be withdrawn.
2. Current Team members- Drug testing may be required under the following circumstances.
  - a. Reasonable Suspicion Testing- Team members will be tested where there is a reasonable suspicion that a team member has violated the County's drug and alcohol policies. Among other things, this may include:
    - Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
    - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

- A report of drug use, provided by a reliable and credible source.
  - Evidence that an individual has tampered with a drug test during his employment with the current employer.
  - Information that a team member has caused, contributed to, or been involved in an accident while at work.
  - Evidence that a team member has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- b. Routine Medical Examinations- Team members who are otherwise routinely scheduled for medical examinations will be tested for illegal drugs and alcohol as part of the medical examination.
  - c. Follow-up Testing- All team members who have been determined to have used drugs or alcohol will be subject to a follow-up drug test. Such follow-up testing shall be repeated on an as needed basis thereafter for up to two (2) years.
  - d. Random Drug/Alcohol Testing will be conducted for all team members;
  - e. Post-Accident- Required for drivers under DOT Regulations and included in definition of "reasonable suspicion".
  - f. Additional Testing- Additional testing may also be conducted as required by state or federal law, or pursuant to County policy.

## B. Disciplinary Action

1. Any team member who has a confirmed positive drug and/or alcohol test will be terminated. They will be given one chance to be rehired, upon a negative test result to return to work drug and/or alcohol test. They will be subject to random follow-up drug and/or alcohol tests, at the County's discretion, for a period of 2 years. If they refuse to test, tamper with, adulterate a specimen, or have a confirmed positive result, they will be given a status of non-rehire able.

2. Adulterated drug tests are considered as refusal to test. Refusals to test are considered a positive test result and therefore will be disciplined in accordance with this section.

## **9.00 WORKPLACE SAFETY**

### **9.01 INTENT**

It is the goal of the County to provide a safe and secure workplace for all team members and volunteers. It is important to maintain a workplace that is free from violence and to prevent the potential presence of violence at the workplace.

### **9.02 TEAM MEMBER CONDUCT**

A. Any threats, threatening behavior, or acts of violence against team members, volunteers, visitors, or other individuals on County property will not be tolerated. Such actions by a team member will result in disciplinary action, up to and including termination from employment, and arrest and prosecution as determined by the appropriate law enforcement authorities.

B. To assist with maintaining a safe and secure workplace, all team members are responsible for reporting threats or acts of violence in the workplace, refraining from exhibiting behavior or actions that could be interpreted as violent, and fully cooperating in the investigation of threats or acts of violence.

C. Any team member who has knowledge of incidents involving violence or threats, potentially dangerous situations, and/or persons, or possession of unauthorized weapons or firearms, shall immediately report this information to their supervisor, the Personnel Director, or County Manager.

D. To the extent permitted by law, team members are prohibited from possessing weapons or firearms on County property, including in a County owned, leased, or rented vehicle, except as follows:

1. Team members may carry concealed weapons or firearms for their personal protection while at the workplace, or in a County owned, leased or rented vehicle while performing County business, if authorized under Florida Statutes, Section 790.01(1) and in strict compliance with provisions and restrictions set out in Fla. Stat. Sections 790.013 and 790.06 or any other applicable state or federal law or rule. A team member choosing to carry a concealed weapon or firearm as authorized by Fla. Stat. Sections 790.01, 790.013 and 790.06, shall:

- a. Carry their concealed weapon or firearm on their person or have physical possession at all times and is prohibited from storing their concealed weapon or



firearm on County property, including at the workplace, in a desk or locker, or in a County vehicle, except to the extent stored in a personal vehicle in accordance with Fla. Stat. Section 790.251.

b. Know any and all prohibitions to carrying a concealed weapon or firearm into unauthorized locations, including but not limited to those set forth in Fla. Stat. Section 790.06(12).

2. The exception set forth in subsection D.1 above, however, does not apply to Union team members or bargaining unit members.

E. To the extent permitted by law, team members may possess a legally owned weapon or firearm on County property when such weapon or firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a County parking lot in compliance with the requirements of Fla. Stat. Section 790.251.

## **10.00 SEPARATION FROM EMPLOYMENT**

### **10.01 TYPES OF SEPARATIONS**

#### **A. Resignation with Notice**

Separation resulting from voluntary actions on the part of the team member provided the team member shall give the County at least two weeks written notice. A team member who resigns with notice may be eligible for rehire.

#### **B. Quit Without Notice**

- Team member is absent for three (3) consecutive working days without reporting to the County a reason which is sufficient to justify such absence or delay in notification.
- Team member quits without giving at least two weeks written notice.
- Team member fails to return from leave of absence upon the expiration of approved leave and fails to notify the County within three (3) working days of the expiration of leave. Team members who quit without notice are not eligible for rehire.

### C. Layoff

Resulting from elimination of position, surplus manpower due to reorganization, abolishing a position or shortage of work or funds. Team members who are subject to a layoff off may be eligible to be paid for accrued Leave pursuant to section 5.00 - Leaves of Absence.

### D. Discharge:

1. Performance/Conduct - Termination by County for violation of rules, unsatisfactory performance or conduct.
2. Unsatisfactory Probationary Period - Termination by County as unsuitable during team member's probationary period.

### E. Separation: Health, Deceased, Retirement.

Employment ends for medical reasons, death, or retirement. Team members whose employment ends due to medical reasons or retirement may be eligible to be paid for accrued but unused leave under section 5.00 - Leave of Absence. If a team member becomes deceased the family will be paid any unused accrued leave under section 5.00 - Leaves of Absence.

## **10.02 NOTICE OF TERMINATION**

A team member shall be given at least two (2) weeks' notice of termination unless serving in a Probationary Period, in which case no notice of termination is required. For all other involuntary separations due to policy violations, no notice of separation is required.

## **10.03 LAYOFF PROCEDURE**

A team member may be subject to layoff when it becomes necessary to reduce the number of team members within a given classification or within a department, by reason of reorganization, shortage of funds, lack of work, abolishment of the position, or other reasons.

Regular team members about to be, or who have been within the last six (6) months, laid off will be eligible for consideration with other active team members for vacancies in the County, provided they qualify and apply for the vacancy.

## **10.04 RETIREMENT**

County team members are covered by the Florida State Retirement System (FRS) and should consult FRS requirements concerning vesting, retirement age, and the Deferred Retirement Option Plan (DROP).

There is no mandatory retirement age; however, team members approaching retirement age are encouraged to plan accordingly and to investigate the eligibility of their joint retirement benefits. In many cases the net retirement income can approach current take home pay.