

Juvenile Welfare Board



The Children's Services Council
of Pinellas County

Personnel Policies

TABLE OF CONTENTS

DEFINITIONS.....	i
I. GENERAL POLICIES	1
II. CLASSIFICATIONS.....	11
III. COMPENSATION	16
IV. BENEFITS.....	20
V. WORKING CONDITIONS.....	30
VI. EMPLOYEE STATUS	35
VII. PERFORMANCE EVALUATION.....	37
VIII. PROFESSIONAL DEVELOPMENT.....	40
IX. SEPARATION.....	44
X. DISCIPLINE.....	48
XI. COMPLAINT RESOLUTION PROCEDURE	54
XII. CONFLICT OF INTEREST AND POLITICAL ACTIVITY.....	55

DEFINITIONS

For the purpose of these Personnel Policies and as used herein, the following words and terms shall have the meaning indicated unless the context clearly indicates otherwise:

Abuse refers to violations and circumventions of departmental or agency regulations which impair the effective and efficient execution of operations.

Anniversary Date – the date of employment, promotion, or the date of an employee’s last merit pay increase or, as may be provided for elsewhere in these personnel rules, the date of demotion or pay grade change.

Appointing Authority – the Executive Director (OHD).

Classification Plan – the orderly and systematic arrangement of individual positions and duties into classes of work based upon common factors, the similarity in the levels of work responsibility and difficulty, and the nature of the work performed. Such classes, when grouped, shall form comprehensive and understandable definitions of the several types of work.

Compensatory Time – time off given to an employee in place of overtime.

Demotion – the change of an employee from one job classification to another job classification for which the maximum step is lower, or the change of an employee from the present pay rate to a lower pay rate in the same grade.

Department Director – supervise multiple functions or groups of people and the managers or heads of departments.

Employee in a Non-Pay Status – any employee in the JWB who is not receiving a regular salary from the JWB.

Employing Unit – there is one employing unit (Coordinated Child Care of Pinellas, Inc.) within JWB, an agency wherein an employee is working and that employee is under the JWB personnel system.

Executive Director – Chief Executive Officer appointed by the JWB Board and serving at their pleasure.

Exempt Employee – that employee who is not subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

Extended Illness – defined as any illness that qualifies an employee for JWB short-term disability. .

Family Member – a family member is defined as those related by blood, spouse or family of spouse, step or foster parents, daughter-in-law, son-in-law, foster child, brother, sister, step siblings, or adoptive family, or those regularly residing in the employee's household.

The term **fraud** refers to, but is not limited to, any dishonest or act or conduct involving bad faith dishonesty lack of integrity to include forgery or alteration of any document; misappropriation of funds, supplies, etc.; improper handling or reporting of money or financial transactions; profiting by self or others as a result of inside knowledge; destruction or intentional disappearance of records, furniture, fixtures or equipment; accepting or seeking anything of material value from vendors or persons providing services or materials to the JWB for personal benefit; and/or any similar or related irregularity.

Full-time Employee – an employee who has regularly scheduled work periods of 40 hours per week.

Grant Worker – a permanent employee hired for a specific grant only. Employees in this classification are excluded from the layoff provisions and may not appeal their terminations in the event the grant under which they are working expires.

Grievance – any discontent or dissatisfaction dealing with the following employment areas: (a) any alleged violation of the Personnel Policy; (b) any established departmental rule, or (c) any matter relating to an employee's working conditions, which an employee believes is unfair, unjust or inequitable.

Interim Employee – new employee hired to fill the transitional employee's position for a specific period. If the stated period is for one year or more or is extended beyond one year, this employee is eligible for all benefits and may receive a pay adjustment at the end of one year if recommended by the supervisor and approved by the Executive Director (OHD). If the interim period is for more than one year, the employee may be eligible for the merit increase as stated in the JWB Personnel Policies. When the transitional employee returns to this position, the interim employee's employment in that capacity will be terminated. Should the interim employee become a regular employee, time served in the interim capacity will be eligible to be included for purposes to determine longevity.

Immediate Supervisor – that employee officially designated as responsible for assignment, direction, review and evaluation of the work of employees. This individual will ordinarily be responsible for recommendations to hire, terminate, and discipline the employees under his/her supervision and the quantity, quality, and timeliness of the supervised employees' work.

Job Classification – a group of duties and responsibilities assigned by competent supervision requiring the full-time or part-time employment of one person. Each such

job classification shall have a job title, a job description, and a pay grade and, where possible and practical, an appropriate test to determine the fitness of interested applicants.

Job Profile – a written description of the essential characteristics of a job classification and the factors and work requirements that distinguish it from other job classifications. The job profile shall outline the nature of work involved; illustrative tasks performed; knowledge, abilities and skills needed; and the experience and training desired or mandatory for the job classifications.

Job Title – a definite descriptive designation for a job classification.

JWB – Juvenile Welfare Board (JWB) Children’s Services Council (CSC) of Pinellas County

Layoff – the dismissal from employment because of shortage of work or funds, or because of changes in organization.

Merit Pay Increase – an increase in the salary of a provisional or permanent employee by the advancement of such persons to a higher pay rate within the same pay grade as set forth in the pay schedule.

Non-Exempt Employee – that employee subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

Normal Workweek – the normal workweek shall be forty (40) hours.

Occasional Employee – any employee regularly or irregularly employed less than 22 hours per week. Occasional employees are covered by applicable federal, state, local statutes and regulations, and the General Policies of these Personnel Policies.

OHD – or his/her designee.

Part-time Employee – regularly scheduled work periods of at least 22 hours but less than 40 hours per week.

Pay Grade – a salary range with a minimum and maximum pay bracket established to fairly and competitively compensate an employee for assigned work under the specific job classification.

Pay Grade Change – an increase or decrease in the pay grade established for a specific job classification, such changes being made for the purpose of insuring that a fair, equitable, and competitive pay grade is currently in effect. This is also known as a reallocation.

Pay Plan – a formal schedule of pay for all classes of work. The schedule shall set forth as to each class the beginning rates, the maximum, and such intermediate rates of pay as may be necessary to provide for internal values of work between classes and fairly reflect

external or prevailing rates of pay on similar or like kinds of work outside the Pay Plan. In addition, the Pay Plan shall reflect the economic conditions of the area, the JWB's ability to pay, and difficulties experienced in recruitment.

Pay Rates – those rates of pay, from minimum to maximum, that comprise each pay grade.

Permanent Status Employee – an employee who has satisfactorily completed a provisional period of service.

Permanent Employment – employment in the JWB in a position which has an expected duration of more than six (6) months.

Position – an approved budgeted personnel allocation.

Position Reclassification – the change of a job classification due to a permanent change in or an increase or decrease in the assigned duties and responsibilities of the position, or to correct inequities created by the reclassification of other positions.

Provisional Status Employee – an employee currently serving a provisional period of service.

Provisional Period – that period of time beginning with a person's initial employment, promotion, or disciplinary action and normally ending one year for newly hired employees and six months of permanent status promoted employees. The Executive Director (OHD) may reduce either of these as deemed appropriate. For disciplinary demotions, the probationary period shall be as outlined. Such decisions to remove or maintain the probationary period shall be covered in the grievance procedures.

Promotion – the change of an employee's status from one job classification to a higher job classification.

Reallocation – see Pay Grade Change.

Regular Employee – an employee duly appointed by the Executive Director, who has satisfactorily completed a provisional employment period, and has been officially granted employee status. All future references to "employee" in these policies, unless otherwise qualified, refer only to regular and provisional employees.

Reinstated Employee – a former regular status JWB employee who, after resigning in good standing, has, in accordance with applicable Personnel Rules, applied for and been approved name placement at the bottom of the open section of the eligible register for the previously served classification.

Retired Employee – (a) Florida Retirement System Pension Plan. An employee leaving JWB will be considered retired if awarded "regular retirement benefits" or "early retirement benefits" or is approved to receive "disability retirement" benefits as defined

in accordance with Florida Statutes Chapter 121. (b) Public Employee Optional Retirement Plan (FRS Investment Plan). An employee leaving JWB will be considered retired if he or she elects to begin receiving benefits and:

Meets the age and service requirements to qualify for normal retirement as set forth in Florida Statutes 121.021 as may be amended; or

Has attained the age specified by s.72(t)(2)(A)(i) of the Internal Revenue Code as may be amended and has 6 years of creditable service.

Sexual Harassment – unwelcome, one-sided attention, sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature that comes from supervisors, bosses, co-workers, clients or other individuals in the workplace and which unreasonably interferes with an individual’s job performance or creates an intimidating, hostile, or offensive working environment.

Suspension – the separation without pay of an employee for a temporary or fixed period of time.

Telecommuting Program – the concept of working from home or another location on a full- or part-time basis. Telecommuting is not a formal, universal employee benefit.

Temporary Employment – employment at JWB in a position which has an expected duration of not more than six months.

Temporary Employee – any employee whose services are employed on a project basis to perform a function normally assigned to a regularly established position with the employing unit or to perform a responsibility inherent to the employing unit. Temporary employees are to be utilized only when the amount of work to be performed exceeds the capacity of the current workforce. Temporary employment is not to exceed six consecutive months without the reward of benefits. Applicable federal, state, and local statutes and regulations cover temporary employees. However, they are not eligible for other employee benefits established by the JWB.

Temporary Status Employee – an employee who is working in a temporary employment position.

Transfer – the change of an employee from one position to another position in the same job classification, or in connection with a change in job classification, the change of an employee from one unit of the JWB to another unit of JWB.

Transitional Employee – regular full-time employee selected to work out of normal position for a specific period and for a specific purpose. Employee retains the right to return to his/her original position at the end of the transitional period. Upon return to original position, the employee’s salary will be adjusted to his/her original base salary plus adjustments he/she would be reasonably considered to have received had he/she remained in his/her original position. These would include, but not be limited to, across-

the-board adjustments received by all employees in the original position and differential merit increases calculated on the original base. All benefits will continue.

Waste refers to the unnecessary incurring of costs because of inefficient practices, systems or controls.

I. GENERAL POLICIES

A. Policy Reviews

The Juvenile Welfare Board Children's Services Council (JWB CSC) is responsible for the establishment, amendment, and/or repeals of personnel policies and shall review such policies no less frequently than every two fiscal years. The contents of these policies are presented as guidelines of JWB's current policies and procedures, and they will be changed and updated by JWB when necessary, at its discretion. The contents are not intended to create a contract between JWB and any employee.

B. Administration

The Executive Director is appointed by the JWB Board of Directors and serves at their pleasure and subject to the provisions of any employment contract. He/she is responsible for the implementation of the personnel policies, and may delegate authority for specific functions at his/her discretion and as provided for in these policies. Unless otherwise stated, the Executive Director has the authority to execute all personnel actions authorized in these policies subject to budgetary constraints and applicable federal and state laws or administrative regulations. The Executive Director or his/her designee (OHD) may make an exception to policy if extraordinary circumstances are present in individual situations and a request for exception to policy is made in writing.

C. Applicable Policies

With the exception of the General Policies, these personnel policies are applicable only to permanent non-provisional employees and those individuals who have been employed in a position where a written statement of intent to achieve regular employment has been executed.

D. PDC Personnel and Diversity Committee (PDC) – Formally the Employee Personnel Committee (EPC)

PDC members are elected by employees of the JWB personnel system. The PDC shall meet no less frequently than quarterly and shall elect its own Chairperson.

1. The purpose of the PDC shall be:

- To build good communication among employees and, with administration, to express employees' concerns and needs.
- To recommend changes in procedures and practices which they believe would improve the productivity and competency of JWB employees.

- To suggest constructive ways of improving working conditions.
 - To be a part of building positive morale and attitude of JWB employees.
 - To act as a liaison to administration. PDC Chairperson shall communicate frequently with the JWB Executive Director regarding the work of the PDC Committee.
 - To serve as the JWB Safety Committee.
 - PDC to report at their respective staff meetings the work of the Committee.
2. Reasonable staff support shall be provided to the PDC to assist in the discharge of its responsibilities.
 3. The JWB Executive Director may directly participate in the PDC at his/her discretion. If the Executive Director does not participate directly in the PDC on a regular basis, he/she shall make all reasonable efforts to respond to any requests from the PDC for participation on selected issues. The JWB Executive Director will attend at least one PDC meeting per year. PDC Chairperson will ensure that these meetings are scheduled.
 4. A member of the PDC shall attend meetings of the JWB where actions that fall within the scope of the Committee's charge are considered. If no member of the PDC can attend, the PDC shall designate another employee to represent him or her at the meeting.
 5. Service on the PDC shall be considered a regular work activity and the Committee may meet for reasonable periods of time during regular working hours. Immediate supervisors shall make every effort to facilitate an employee's participation.
 6. The PDC will develop bylaws that will be the basis for the operations of the PDC. All employees will be provided a copy of the bylaws. The Executive Director (OHD) must approve the PDC bylaws and any changes made to them.

E. Workplace Violence

JWB strictly prohibits use of violence in the workplace and views such actions very seriously. The possession of weapons in the workplace, threats, threatening or menacing behavior, stalking acts, or violence against employees, visitors, guests, or other individuals by anyone on JWB property will not be tolerated. Violations of this policy will lead to disciplinary action up to and including termination of

employment and the involvement of appropriate law enforcement authorities as needed.

F. Victims of Domestic Violence

Any employee may, with the approval of the Executive Director, request leave in order to:

1. Seek an injunction for protection against domestic violence or an injunction for protection in a case of repeat violence, dating violence, or sexual violence;
2. Obtain medical care or mental health counseling, or both for the employee or a family of household member to address physical or psychological injuries resulting from the act of domestic violence;
3. Obtain services from a victim-services organization, including, but not limited to, domestic violence shelter or program or rape crisis center as a result of the act of domestic violence;
4. Make the employee's home secure from the perpetrator of the domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence; or
5. Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.
6. The employee must request leave with appropriate advance notice of the leave as required by JWB policy with sufficient documentation of the act of domestic violence as required by JWB. This requirement of advance notice is waived in cases of imminent danger to the health or safety of the employee or to the health or safety of a family or household member.
7. The employee must first exhaust any available annual or personal leave and/or sick leave. This leave will be paid.

G. Equal Employment Opportunity

JWB does not discriminate, and shall not tolerate discrimination against any person because of race, color, religion, sex, national origin, citizenship, disability/handicap, marital status, veteran status, sexual orientation, or age in any aspect of employment opportunity. JWB policy of equal employment opportunity and nondiscrimination extends to recruitment, employment, advancement and promotion, compensation and benefits administration, training and development, and other personnel actions.

JWB provides reasonable accommodation to individuals with disabilities, handicaps, and/or bona fide religious practices.

1. To implement this program for equal employment opportunity and advancement, the JWB shall:
 - Recruit, hire, and promote for all positions without regard to race, color, religion, sex, national origin, citizenship, disability/handicap, marital status, veteran status, sexual orientation or age;
 - Base decisions on employment and promotion solely upon an individual's qualifications and valid requirements of the position being filled, (and, further the principle of equal employment opportunity;) and,
 - Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, terminations, recall from layoff, company-sponsored training and development, education, tuition assistance, and social and recreational programs will be administered without regard to race, color, religion, sex, national origin, citizenship, disability/handicap, marital status, sexual orientation or age.

H. Sexual Harassment and Retaliation

Each JWB employee is entitled to work in an environment that is free from any form of sexual harassment and from retaliation against those who oppose or report sexual harassment. It is the policy of the JWB that sexual harassment is illegal and will not be tolerated. Sexual harassment is defined as conduct that is sexual in nature and includes, but is not limited to, unwelcome physical, verbal, or visual conduct.

1. Any employee who is found to have sexually harassed or retaliated against another employee will be subject to disciplinary action ranging from a written reprimand up to and including dismissal.
2. Any supervisor or administrative official who has received a complaint of sexual harassment or retaliation, informally or formally, and does not take action to determine the validity of the complaint will be subject to disciplinary action ranging from a written reprimand up to and including dismissal.
3. Any employee who knowingly files a false complaint of sexual harassment against another employee shall be subject to disciplinary action ranging from a written reprimand up to and including dismissal.
4. Any employee who believes he/she has been sexually harassed should immediately report the incident to the JWB Director of Human Resources in order for the matter to be properly investigated in a timely manner. To assure

the comfort of employees, a manager of the opposite gender of the Director of Human Resources will also be designated to receive sexual harassment complaints.

5. Other forms of harassment such as harassment due to race, color, religion, sex, national origin, citizenship, disability/handicap, marital status, veteran status, sexual orientation or age will also not be tolerated by the JWB. All other forms of harassment will be treated the same as sexual harassment.

I. Criminal Acts

All JWB employees are expected, as a condition of employment, to remain free of impairment from drugs or alcohol in the workplace. The JWB will not tolerate any drug or alcohol use that imperils the health and well-being of its employees or threatens the JWB's responsibilities to the citizens of Pinellas County. This includes any unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace.

1. The employee must notify the employer in writing of any arrest or formal charge or arrest for violation of criminal drug statutes no later than five days after such conviction.
2. Violations of this policy may result in disciplinary action up to and including dismissal.

J. Employment of Family Members

Family members of current employees generally are considered for employment based on their qualifications. However, where the hiring or employment of an employee's relative would result in the types of prohibited employment relationships identified below, the JWB will not accept or consider such applications for employment. This policy applies to hiring, transfer, promotions, and employment decisions affecting all jobs.

1. Prohibited Employment Relationships – the hiring of a family member is prohibited if:
 - A supervisory/subordinate relationship exists between a family member and an employee. If a direct supervisory or managerial relationship would be established, family members of a current employee cannot be considered as applicants for an open position.
 - There is an actual conflict of interest or the appearance of a conflict of interest. Generally, this bars the hiring or employment of an employee's family member in any position that has an auditing or control relationship to the employee's job.

2. **Marriages or Relationships Between Employees** – employees who marry or establish a close, personal relationship may continue in their current positions as long as a prohibited employment relationship is not created. If one of the prohibited situations does occur, attempts will be made to find another position within the agency to which one of the employees can transfer. All practical efforts will be made to arrange such a transfer at the earliest possible time. If accommodations of this nature are not feasible, one of the employees must resign.

4. **Enforcement of Policy** – all questions and issues relating to employment of a family member situation or concern should be addressed to the Director of Human Resources. Employees who become subject to this policy’s provisions due to marriage or commencement of a close, personal relationship must inform their supervisor and/or the Director of Human Resources as soon as practicable. All decisions and personnel actions taken as a result of this policy must be reviewed and approved by the Executive Director (OHD).

K. Family Medical Leave

JWB will offer family and medical leave pursuant to the provisions of the Family and Medical Leave Act of 1993. An eligible employee would be eligible for unpaid family or medical leave as set forth below:

- A. **Eligible Employees** - Employees who have been employed for at least 12 months and have worked at least 1,250 hours during the preceding 12-month period are eligible for unpaid family or medical leave. If a leave is requested an employee must first use all of his or her accrued but unused annual leave, personal leave, and sick leave, if any. The remainder of the leave period will then consist of unpaid leave. The leave will run concurrent.

- B. **Leave Period** - An eligible employee is entitled to take up to 12 weeks of family or medical leave in any 12-month period. The 12-month period shall be a rolling 12-month period measured backward from the date leave is used. Entitlement to leave for the birth or placement of a child for adoption or foster care will expire 12 months from the date of birth or placement.

- C. **Reasons for Leave** - An employee who meets the applicable eligibility requirements will be granted a total of up to 12 weeks of unpaid leave for the following reasons:
 - a. The birth of the employee’s child and in order to care for that child;
 - b. The placement of a child with the employee for adoption or foster care;
 - c. The care for a spouse, child, or parent who has a serious health condition;
or

- d. A serious health condition that renders the employee incapable of performing the functions of his or her job.

If a husband and wife both work for JWB, the aggregate leave taken by both employees is limited to a total of 12 weeks if the leave is taken for the birth or placement of a child or to care for a parent with a serious health condition. However, if the leave is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness, then each employee is eligible for 12 weeks of leave.

4. **Application for Leave** - An employee requesting family or medical leave must complete the “Application for Family or Medical Leave” which is available from Human Resources and must return the completed form to Human Resources. The completed application must state the reason for the leave, the duration of the leave and the starting and ending dates of the leave.
5. **Intermittent or Reduced Leave** - Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless JWB agrees, In the case of serious health conditions, leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees are expected to make a reasonable effort to schedule intermittent leave so as not to disrupt the operations of JWB.
6. **Medical Certification of Leave** - The application for leave based on the “serious health condition” of the employee or the employee’s spouse, child, or parent, must be accompanied by a “Medical Certification Statement” completed by the health care provider which is available from your Human Resources Department. The certification must state the date on which the serious health condition commenced, probable duration of the condition, and the appropriate medical facts regarding the condition. If an employee is requesting leave to care for a spouse, child or parent with a serious health condition, the medical certification must state an estimate of the amount of time the employee will need. If the employee has a serious health condition, the medical certification must state that the employee cannot perform the functions of his or her job.

JWB will require medical certification to be submitted prior to or when an employee’s leave begins or within fifteen (15) days after the leave starting date. In addition, re-certification of medical necessity may be required every 30 days.

7. **Notification of Leave Assignments** - After receiving notice from the employee regarding the need to take family or medical leave, JWB will discuss the leave requirements with the employee and will issue a memorandum outlining the basic information regarding the leave.
8. **Restoration to Employment** - An employee who completes a family or medical leave will be returned to the same position held when the leave began or to a position equivalent in pay, benefits, and other terms and conditions of

9. **Return from Leave** - JWB will require an employee taking a family or medical leave to report every thirty (30) days on his or her status and intent to return to work upon completion of the leave. Employees returning from medical leave are required to provide certification from a health care provider indicating that the employee is able to resume work with no limitations. Employees who do not return to work upon the expiration of a family or medical leave will be treated as having voluntarily terminated their employment. An employee who requests an extension of family or medical leave must submit his or her request for an extension in a writing that includes the reason for the requested extension.

L. Whistleblower Act

Employees of JWB who report certain violations of law or policy are protected from retaliation by the “Whistle-blower’s Act”: Sections 112.3187 – 112.3188, Florida Statutes.

1. Actions Prohibited:

- a. JWB shall not dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of this policy.
- b. JWB shall not take any adverse action that affects the rights or interests of an employee in retaliation for the employee’s disclosure of information under this policy.
- c. The provisions of this policy shall not be applicable when an employee discloses information known by the employee to be false.
- d. Nature of information disclosed: the information disclosed under this policy must include:
 - A violation of suspected violation of a law, policy, rule, or regulation committed by an employee of the JWB in which the violation creates and presents a substantial and specific danger to the public’s health, safety, or welfare; or
 - An act of suspected gross mismanagement, malfeasance, gross waste of public funds, or gross neglect of duty committed by an employee of the JWB.

- Complaints concerning the above must be submitted to the immediate supervisor first then to the JWB Director of Human Resources in writing on the JWB Whistle Blower Complaint Form. The Director of Human Resources will investigate the complaint and submit his/her findings to the JWB Executive Director for final action. Staff who submits a complaint will, to the extent possible, remain anonymous unless the complaint is known to be false when submitted.

2. Employees and Persons Protected:

- a. This policy protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; and who refuses to participate in any adverse action prohibited by this policy.
- b. No remedy or other protection under this policy applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under this policy is being sought.

M. Fraud

The JWB Children's Services Council (JWB) Fraud, Waste and Abuse Policy and Procedures are established to facilitate the development of internal controls that will provide for the detection, prevention, and reporting of fraud, waste and abuse directed against JWB. It is the intent of this policy to promote awareness of the potential for fraud, waste and abuse throughout the JWB, and to provide guidelines and assign responsibility for the development of adequate internal controls and systems.

It is the policy of the JWB to ensure compliance with the principles of right and wrong which govern the conduct of JWB employees, vendors, consultants, contractors, and all other outside agencies/parties doing business with JWB. This policy is intended to communicate the JWB desire to eliminate unethical practices while creating an environment in which employees and/or citizens are encouraged and comfortable in the reporting of fraud, waste or abuse.

The law in Florida protects employees from retaliatory or adverse personnel action for disclosing certain information including, but not limited to, violations of laws which create and present a substantial and specific danger to the public's health, safety, or welfare and suspected acts of gross mismanagement or gross waste of public funds. These protections are detailed in Sections 112.3187-112.31895 of the Florida Statutes.

N. Background Check

1. At JWB, reference checks and background checks will be conducted on job applicants and may be conducted on current employees filling permanent, temporary, and intern positions or applying for all positions. As defined in this Policy, “job applicants” are the finalists for any position and may or may not include current JWB employees. JWB may use a third party agency to conduct these background checks. Level II background checks that are required due to the Jessica Lunsford Act will be performed in conjunction with the Pinellas County School Board.
2. JWB will ensure that all background checks are conducted in compliance with all federal and state laws, and the Fair Credit Reporting Act.
3. JWB can make inquiries regarding criminal records during the pre-employment phase; however, and as part of Title VII of the Civil Rights Act of 1964, this information cannot be used as a basis for denying employment unless it is determined to be due to job-related issues or business necessity. The decision regarding job-relatedness or business necessity rests in the sole discretion of the Executive Director or his/her designated representative. Criminal records information can be obtained from the JWB job application.

O. Effective Date

1. These policies are effective upon the date of their adoption and supersede any personnel policies previously adopted by JWB.
2. Availability of Personnel Policies Manual – each current regular or potential regular employee shall receive a copy of these policies upon adoption. Thereafter, each provisional employee shall receive a copy at the time of his/her appointment. The manual describing procedures for implementation of these policies shall be maintained and readily available to all employees. Each employee, regardless of status, shall receive a copy of the General Policies Section. To ensure availability to all employees, these policies will be placed on the internal JWB KnowledgeShare site.

II. CLASSIFICATIONS

A. Market Reference Point Compensation and Compensation Plans (MRPCP)

1. JWB shall adopt, and comprehensively review at least every three years, an agency-wide MRPCP which establishes the Market Reference Point (MRP) and the salary range of each position authorized by the JWB. The MRP is the average market pay for each position as determined by use of various salary surveys which meet established quality standards. The review may involve an outside consultant. The Board must approve all positions established pursuant to the MRPCP.
2. The MRPCP shall include all official job titles, their minimum and maximum pay, the relationship of all job titles and pay utilized by the agency to one another, and a position profile outlining key responsibilities and minimum specifications for each job title
3. Subject to JWB approval, additional job titles may be added to the MRPCP independent of the comprehensive review.
4. Working out of position – from time-to-time it may become necessary for employees to temporarily perform duties assigned to a job title in a higher pay range.
5. Temporary pay adjustments may be considered for employees working outside their classification:
 - a. When the outside assignments constitute a majority of their work assignment; and,
 - b. When the outside assignments have unexpectedly been extended for a period greater than 60 days; or,
 - c. When the outside assignment is first identified as extending for a period that will be greater than 60 days.
6. Subject to a determination of appropriateness by the Executive Director (OHD), a temporary pay adjustment can be applied prospectively or retrospectively from the point that the employee has been determined to be eligible for such an adjustment.
7. Unless otherwise noted, all pay ranges described herein are available to part-time employees at the part-time employee's proportion of full-time employment.

B. Limited Term Employment

1. The Executive Director may, subject to budgetary considerations, authorize limited employment, which will not be fixed for any specific duration of time, for special time-limited activities.
 - a. Limited term positions shall be established, to the extent feasible, consistent with the MRPCP.
 - b. Pay for a limited term position is ordinarily at the hourly rate of the minimum of the range appropriate for the work.
 - c. Individuals engaged in those positions shall be classified as temporary employees.
 - d. The provisions of this section may also be utilized to authorize longer term, part-time positions where the individual is employed for less than 50 percent of the normal workweek. Individuals engaged pursuant to this provision shall be classified as occasional employees.

C. Contractual Services

1. Services which need to be performed, but are not considered a part of the normal function or an inherent responsibility of the employing unit, may be contracted for by independent contractors. Independent contractors are not considered employees of the JWB and are not eligible for employee benefits or covered by federal, state, or local statutes or regulations governing employment. A formal contract is required between the parties stipulating the work to be performed, the amount of payment, the time period covered, and the provisions set forth in this definition restricting eligibility for employee benefits, employer taxes, unemployment compensation, or retirement.

D. Trainees

1. The Executive Director (OHD) may designate a trainee status for established positions where there has been a determination that it is in the best interest of JWB to fill the position with an applicant or a current employee who does not meet the minimum qualification for the position.
 - a. Designation of trainee status is contingent upon the development of a formal training program designed to upgrade the skills and knowledge of the employee to the minimum required level.
 - b. The applicant or current employee must agree that continued employment is contingent upon the successful completion of the training program.

- c. Any applicant or current employee for whom trainee status is considered must clearly demonstrate an ability to successfully undertake the training program.
- d. Trainee status shall not exceed 12 months.
- e. Trainee positions shall be compensated at 90 percent of the minimum of the pay range for the position, and he/she shall be entitled to retain his/her base pay during the training program. Upon successful completion of the training program and the achievement of regular employee status, the employee shall be entitled to compensation at 105 percent of his/her base salary or 105 percent of the minimum of the range for the position, whichever is greater.

E. Transfer

- 1. Transfers may occur when the job title is identical and/or duties are essentially the same. If an employee wishes to transfer to a position in the same pay range with a different job title, he/she must meet the minimum requirements for that position.
 - a. Requests for transfer will be given priority consideration; however, requests for transfer do not automatically take precedence over other applications.
 - b. Approval of any transfer request rests with the Executive Director (OHD).
 - c. Transferees shall not be required to serve a provisional employment period.
 - d. Transfers do not initiate pay adjustments.
 - e. Management-initiated transfers shall be subject to the same provisions as cited for employee-initiated transfers in this section.

F. Promotions

- 1. In those situations where a position is vacant and a promotional opportunity has been determined to be in the best interest of JWB, notice of the promotional opportunity shall be posted for not less than three working days. Positions so posted may also be filled by transfer. In those cases where the position is not vacant, the individual filling the position may be promoted and the position re-titled without posting the position, if that individual is qualified.
 - a. If, after posting, a current employee applies for the promotional opportunity and is not qualified, or the Executive Director (OHD) decides it is in the best interest of JWB to expand the pool of applicants, the position may be publicly advertised or filled from the pool of applicants which have previously sought employment with JWB.

- b. Applicant resumes/applications will be kept on file for three months and may be considered for positions for which they are qualified.
- c. Applications from employees received after public announcement and initiation of recruitment will be considered in the same manner as all other applicants.
- d. Criteria to be considered in promotion shall include qualification for the proposed position, demonstrated capability to meet job requirements, and past performance.
- e. Unless waived by the Executive Director (OHD), employees who are promoted shall be required to serve a provisional period of employment of not less than 30 days and not more than six months.
- f. If an employee who has been promoted fails to successfully complete the required period of provisional employment, he/she shall be eligible to return to the job title and pay range of his/her former position, contingent upon the availability of a vacant position in the appropriate job title and pay range.
- g. The pay of an employee who is returned to a former job title and pay range shall consist of: the base pay at the time of promotion, plus any market adjustment(s) paid since the date of promotion, plus half the rate of any merit raise(s) earned since the date of promotion. In no case shall the adjusted pay exceed the maximum of the range.
- h. Upon promotion, an employee is eligible to receive an increase of his/her base pay of one-half of the difference between the current MRP and the MRP, or the minimum in the new pay range, whichever is greater.
- i. Unless otherwise ineligible, after 30 days and not more than six months in the position, the department head may award up to the remainder of the MRP difference dependent upon performance, internal pay equity, and budget constraints. When the remainder of the increase is awarded the provisional period is over.
- j. Promotion increases may not increase an employee's pay to more than 110% of the position MRP.

G. Movement to Position of Lower MRP/Involuntary Demotion

1. Voluntary Movement to a Position of Lower MRP

- a. An employee may request in writing movement to a position of lower MRP due to health or any other valid reason. Such a request shall be permanently filed in the employee's personnel record.

- b. An employee may request movement to a position of lower MRP that is vacant.
- c. Voluntary movement to a position of lower MRP must be approved by the Executive Director (OHD).
- d. The employee who voluntarily moved to a position of lower MRP shall have his/her salary adjusted to the same proportionate position in the pay range of the position as he/she held in the pay range of the previous position.

H. Involuntary Demotion

- 1. An employee may be involuntarily demoted for inability to satisfactorily complete assigned work, insubordination, incompatibility, or reorganization.
 - a. An employee shall be advised in writing of the demotion action. Such notice shall be permanently filed in the employee's personnel record.
 - b. Involuntary demotions must be approved by the Executive Director.
 - c. The involuntarily demoted employee shall have his/her pay adjusted to the same proportionate position in the pay range of the new position as he/she held in the pay range of the previous position.
 - d. An involuntarily demoted employee shall not be placed on provisional employment status.

III. COMPENSATION

A. Pay Periods

Employees are paid biweekly. If a scheduled payday falls on a holiday, pay will be distributed on the working day preceding the holiday.

B. Merit Pay

1. The compensation of each regular employee shall be reviewed annually. Based upon an evaluation of the employee's performance during the previous year, the availability of funds, and the limitations of established pay ranges, the employee's pay may be adjusted.
 - a. Adjustments in the employee's pay are not obligatory and are made at the discretion of the Executive Director. In no case may an employee's base pay be reduced based on performance unless that employee has also been demoted as provided for in these policies.
 - b. Pay adjustments are based on consideration of the quality and quantity of the work performed by the employee; his/her contribution to a positive and productive work environment; and his/her personal representation to the public in a fashion that enhances the public understanding and acceptance of the role, function, and competence of the JWB.
 - c. Merit pay adjustments seek to recognize the accomplishments of the employee in the year just completed.
 - d. Performance is recognized with an adjustment to the employee's base pay.
 - e. The evaluation of the performance of all employees for these purposes shall be due on October 1 of each fiscal year.
 - f. JWB shall designate the resources to be available during the coming fiscal year.
 - g. Provisional (new hire) employees are not eligible for a merit or single payment.
 - h. Base pay adjustments shall be made for all eligible employees effective October 1.
 - i. All merit pay adjustments shall be approved by the Executive Director (OHD).

- j. If an employee has completed a period of provisional employment for any purpose within the 12 months prior to October 1, any merit increase on October 2 shall be adjusted in the following manner prior to being added to the employee's base pay:

Provisional Employment Completed the Previous:	Proportion of Merit Added to Base:
October-November	12/12
December-January	10/12
February-March	8/12
April-May	6/12
June-July	4/12
August-September	2/12

C. Market Survey

- 1. JWB will annually conduct market surveys to ensure the continued comparability of the JWB MRPCP with other governmental agencies and private sector entities in the Tampa Bay market.
 - a. Market data adjustments are made at the discretion of JWB.
 - b. Any market survey data gathered outside the Tampa Bay area shall be secured from organizations with comparable missions and shall be adjusted for geographical differences and any differences between the lengths of workweeks.
 - c. Those employees whose pay exceeds the maximum of the established pay range at the adoption of these policies or for any reason thereafter, shall not receive a base pay adjustment until their pay is within the established pay range for the position.
 - d. Market pay adjustments may be applied to the minimum and maximum of each pay range in the MRPCP or individual positions within the range.
 - e. It is the goal of JWB that, subject to the availability of resources, the fully competent employee should reach or exceed the market rate established for his/her position by his/her third year of placement in that position.

D. Longevity Payments

- 1. It is the policy of JWB that tenure with the organization of an employee who continues to meet performance standards should be recognized in one-time-only monetary and non-monetary ways.

- a. JWB shall award annual longevity payments to eligible employees (only for employees at the maximum of their pay ranges) to recognize their contributions to the organization.
 - Employees who have completed at least 10 years of employment shall be eligible for a longevity payment of \$450 or a proportionate share thereof for less than full-time employment on the employee's anniversary date.
 - Employees who have completed at least 15 years of employment shall be eligible for a longevity payment of \$750 or a proportionate share thereof for less than full-time employment on the employee's anniversary date.
 - Employees who have completed at least 20 years of employment shall be eligible for a longevity payment of \$1,000 or a proportionate share thereof for less than full-time employment on the employee's anniversary date.
 - Employees who have completed at least 25 years of employment shall be eligible for a longevity payment of \$1,500 or a proportionate share thereof for less than full-time employment on the employee's anniversary date.
- b. For purposes of computing longevity, the employee's anniversary date shall be their date of initial employment as a provisional employee adjusted for any period of non-employment or any leave of absence in excess of 30 calendar days.

E. Overtime

1. Except in exigent emergency circumstances, all overtime must be approved in advance by the employee's immediate supervisor or such other person(s) as the Executive Director may authorize.
2. All non-exempt employees subject to the provisions of the Fair Labor Standards Act shall be compensated for any hours worked in excess of 40 hours in a consecutive seven-day workweek at one and one-half times their normal rate of compensation. Only actual time worked (for example, this does not include any time off for holidays, vacations, or personal and sick time) will be included in the calculation of hours for overtime purposes.

F. Compensatory Time

1. Employees may be required to utilize earned compensatory time at the convenience of JWB.
 - a. As set forth above, employees in non-exempt classifications are not permitted to work overtime without prior consent. In the event that an employee has worked 40 hours before the close of the regularly scheduled hours within a workweek, the employee may be given time off for the remainder of the workweek at the discretion of his or her supervisor. For instance, if a non-exempt employee has worked 10 hours per day Monday, Tuesday, Wednesday, and Thursday, an employee may be given Friday off as compensatory time for the extra hours worked Monday through Thursday or paid overtime for hours worked more than 40 in that workweek. An employee is not permitted to carry over compensatory time from workweek to workweek.
 - b. Employees in exempt classifications are salaried employees and are expected to work as long as necessary to fulfill their job responsibilities. If, however, circumstances arise which require considerable extra work time, compensatory time off may be granted at the discretion of the Executive Director; however, such compensatory time shall not accrue for exempt employees and hours worked over 40 in a workweek are not compensable.

IV. BENEFITS

Unless otherwise noted, all benefits described herein are available to part-time employees at the part-time employee's proportion of full-time employment.

A. Annual Leave

1. Employees are eligible for annual leave effective six months after date of hire and shall schedule its utilization at the convenience of JWB, and with the approval of their immediate supervisor.

All regular employees hired subsequent to January 10, 1985, and employed 40 hours per week shall be eligible for annual leave as follows:

From:

1 up to 3 years of service – 8 hours per month
3 up to 5 years of service – 10.66 hours per month
5 up to 9 years of service – 12.00 hours per month
10 years or more – 13.33 hours per month

- a. No more than 30 days (240 hours) of annual leave may be accumulated.
- b. If an employee becomes ill or incapacitated while on annual leave and requires documented medical intervention, he/she may transfer some of their annual leave to sick leave with the approval of his/her immediate supervisor, and based upon written medical evidence regarding the onset of the illness or injury.
- c. Upon separation, unless previously designated in writing to JWB by the employee and upon his/her death, any reimbursement for accrued annual leave will be paid to the beneficiary(ies) of the employee's JWB paid life insurance.
- d. An employee who is granted FML pursuant to the terms set forth in the section denoted Family and Medical Leave, must exhaust all annual leave (in addition to any sick and personal leave) and once all annual (and sick and personal) leave is exhausted, the remainder of the FML will be without pay.

B. Provisional Employee

1. A provisional employee begins earning annual leave immediately upon employment. Those who begin work on other than the first day of the pay

period shall earn leave in proportion to the actual days worked within their first pay period.

- a. Provisional employees may utilize annual leave after six months of employment with approval of their immediate supervisor.

Annual/Sick Leave Cash Out

Employees may elect to receive the cash equivalent for up to forty hours of annual or sick leave. In order to cash annual leave, the employee must have taken a minimum of forty hours of annual leave during the twelve months prior to requesting the cash out.

Employees with ten years of service or more may elect to receive the cash equivalent of eighty hours of annual leave, provided they have taken 40 hours of leave in the previous twelve months. Sick leave can be cashed out at the designated exchange rate, depending on years of service (see page 22 in these Policies for clarification). The sick leave balance must remain at no less than 64 hours. Requests for payments must be submitted to Human Resources prior to the last payroll period in the months of January and August.

C. Sick Leave

1. Sick leave is provided to employees to compensate for absences due to a medical condition, illness, injury, maternity/paternity leave, or other health-related reasons defined herein. An employee who is granted FMLA leave pursuant to the terms set forth in the section denoted Family and Medical Leave must exhaust all sick leave (in addition to any annual and personal leave) and, once all sick and annual and personal leave is exhausted, the remainder of the FMLA leave will be without pay.
 - a. All regular employees employed 40 hours per week are eligible for sick leave at the rate of 8 hours per month.
 - b. Sick leave begins accruing upon date of employment and may be utilized at any time thereafter.
 - c. Employees hired prior to January 10, 1985 shall be eligible to accrue up to 960 hours of sick leave. Employees who have accumulated sick leave in excess of this limit pursuant to prior personnel policies shall retain the hours accrued as of the effective date of these policies (January 10, 1985), but shall not accrue additional sick leave until their accumulated sick leave has fallen below the maximum accumulation level. Employees hired subsequent to January 10, 1985 shall be eligible to accrue up to 520 hours (three months) of sick leave.
 - d. If a regular employee has utilized no more than three days of sick leave in the preceding fiscal year, he/she is eligible on October 1 to convert the

difference between three days of sick leave and the sick leave actually utilized to additional, non-accruable personal leave days for that fiscal year.

- e. Employees are responsible for initiating requests for all leave conversions of sick to vacation leave within the first 10 working days of October.
- f. Upon voluntary termination, unless previously involuntarily demoted, a regular employee is eligible for reimbursement at a rate not less than the average straight time pay received by the employee during the last three years or the final regular rate received by the employee, whichever is higher. Regular employees not subject to the JWB MRPCP system will receive reimbursement at the maximum rate of the position in which they served at the time of removal from the MRPCP, or their current pay, whichever is lower, unless their pay is otherwise approved by the JWB Board of Directors. If previously involuntarily demoted, the employee shall be reimbursed at the final regular rate.

Years of Employment	% of Accrued Sick Leave
1-2	5
3	10
4	15
5	20
6	25
7	30
8	35
9	40
10+	50

- g. Longevity for purposes of this section shall be computed in the same fashion as Longevity Pay.
- h. Documentation of a medical condition may be required by the supervisor of an employee prior to returning to work if he/she: has been absent on sick leave for three or more consecutive working days; has been absent on sick leave for 10 of any 30 working days; or for any continued intermittent absence..
- i. If a paid holiday occurs during the absence of an employee on sick leave that day shall be attributed to the holiday and not sick leave.

D. Sick Leave Pool (SLP)

- 1. A voluntary (SLP) is established for the use of all participating employees under the JWB Personnel System.

- a. Purpose – the purpose of the (SLP) is to provide an additional source of sick leave for participating employees who, during an extended period of illness or recuperation, exhaust their personal accumulated sick and annual leave.
- b. Eligibility – all employees who have accumulated at least 10 days of sick leave may participate in the SLP. Donations of sick leave to the pool and meeting the requirements to receive JWB short-term disability establish the employee's eligibility to draw sick leave from the pool. Withdrawals are not limited to the employee's contribution.
- c. Donations of Sick Leave – eligible employees may irrevocably donate up to five workdays of sick leave to the (SLP) semiannually, providing such donation does not reduce their accumulated sick leave to less than five days. Donations may be made to the (SLP) during the periods of October 1-15 and April 1-15 of each fiscal year.
- d. Once an employee donates to the pool he/she shall remain a participant without obligation to make additional donations until the pool falls below 25 days, in which case, all participating employees who have not made a donation within the past 12 months, wishing to continue participating in the pool shall be obligated to make an additional donation.
- e. To request a withdrawal from the (SLP), eligible employees must make the request in writing to the Human Resources Department, along with a doctor's statement indicating the employee is unable to work for at least seven consecutive days. The request must include the expected length of time of absence. The employee must have exhausted their accumulated sick leave. The (SLP) may be used during the first seven days to offset the difference between disability pay and a full day (8 hours) of work.
- f. Withdrawals can be requested in units of less than one full working day, Withdrawals may not be made in units of less than one-half hour. They are limited to a maximum of 80hours unless an exception is granted by the Executive Director.
- g. Employees may make multiple requests for withdrawals where such requests are related to a single illness or recuperation. A request cannot be made for a second illness or recuperation unless the employee has made a contribution of sick leave to the pool during the interval between the two illnesses.

E. Holidays

1. JWB observes the following holidays:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving	4 th Thursday in November and following Friday
Christmas	December 25 plus day before or after

- a. A regular employee is entitled to two personal leave days annually. Use of personal leave days must be approved by the supervisor prior to use except in the case of an emergency. If prior approval cannot be obtained due to an emergency, the supervisor must be notified as soon as possible.
- b. If a holiday falls on Saturday, the holiday will be observed the Friday before the holiday. If a holiday falls on Sunday, the holiday will be observed on the Monday following the holiday.

F. Bereavement Leave

1. Any employee shall be granted up to three full workdays leave to attend the funeral of a family member.

G. Employee Assistance Program

1. It is the policy of JWB to establish, implement, and support employee assistance programs that will assist employees and their eligible dependents to resolve problems, such as emotional distress, family problems, alcoholism, and drug abuse, recognizing these problems may diversely affect employees' personal health, family, and job performance.
2. It is the policy of JWB to commit the resources necessary to support the employee assistance program.
3. This policy will not exempt employees from job performance requirements.

H. Military Leave

1. Regular employees will be granted military leave as required by state, local, and federal law, including, but not limited to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

I. Jury Duty

1. JWB recognizes jury duty as a civic responsibility and an opportunity for meaningful service. Employees who receive a summons to serve on jury duty must submit a copy of the summons to the Human Resources Department. Absence for jury service will be counted as paid administrative leave.
2. JWB will continue to pay employees on jury duty their normal rate of pay for the period they are on jury duty; however, an employee will not be compensated for more than eight hours in any one day or for more than 40 hours in any week. When a summons is received, the employee should notify the court issuing the summons that they are employed and that their employer will continue to pay them while on jury duty. Time paid for jury duty does not count towards overtime. If the employee is paid by the court for their service, the check must be endorsed over to the JWB Finance Department.

J. Administrative Leave – Voluntary

1. Any voluntary administrative leave shall be documented in a written agreement signed by the employee and JWB that identifies the term of the leave and the conditions under which it is granted.

K. Voluntary Leave without Pay (LWOP)

1. A regular employee may request Leave without Pay for any reasonable purpose. Such leave may be granted at the sole discretion of the Executive Director (OHD) but not until all annual leave and personal holidays have been used.
2. Any leave which exceeds one month must also be approved by the JWB Board of Directors. An employee on Leave without Pay shall not accrue annual or sick leave, or be paid holiday pay during the period of his/her leave. Employees may be eligible for any pay adjustments that take place while on leave.
3. JWB may continue to provide the employee's medical insurance while the employee is on Leave without Pay, however, said employee may be requested to reimburse JWB for his/her coverage. It is the employee's responsibility to pay for dependent and dental coverage

4. Unless otherwise stated, the employee's position will be kept open and will be available to the employee upon his/her return from LWOP. If the employee fails to return at the designated end of his/her LWOP the employee will be considered to have voluntarily resigned and his/her employment will be terminated.

L. Declared Local or National Emergency

1. Objective

- a. To provide guidelines for the disposition of employee regular work hours during declared local or national emergencies.

2. Definitions and References

- a. **Declared Emergency** – a hurricane, tornado, storm flood, high water, wind driven water, tidal wave, earthquake, drought, fire or other emergency occurrence.
- b. Official government notification by Board of County Commissioners, county government or federal authority.

3. Directives

- a. If an official declaration is made, all JWB employees shall report for work. It is the responsibility of the employee to determine if an official declaration has been conveyed or certain geographically designated areas are closed due to a local emergency.
- b. In the event an employee is unable to report to work due to a local emergency, it is the employee's responsibility to contact their immediate supervisor to secure permission to be absent from work. If the immediate supervisor cannot be reached, the employee shall attempt to secure permission from the JWB official with the authority to approve the leave request.
- c. Non-essential employees who do not report for work because of official notification of emergency conditions shall be regarded as present for duty for compensation purposes.
- d. Employees required to work during emergency conditions shall, in lieu of paid administrative leave, be paid as follows:
 - Non-exempt employees shall be paid at a rate of double their hourly rate.

- Exempt employees shall receive, in addition to their regular salary, compensation as determined by the Executive Director (OHD) subsequent to the emergency.
- e. Employees who are physically unable to return to a designated work site due to emergency conditions will be granted administrative leave as authorized by the Executive Director (OHD).
- f. Employees who are permitted to remain home and make emergency repairs caused by natural disasters will be regarded as being on annual leave or voluntary leave without pay. Any deviation must be by the authority of the Executive Director.

M. Involuntary Administrative Leave

1. Involuntary Administrative Leave with Pay – the Executive Director, at his/her discretion, may place any employee on Administrative Leave with Pay pending the outcome of any actual or potential criminal or civil matter where the responsibility of the employee or facts of the matter have not been established and continued functioning of the employee in his/her job assignment would prove disruptive or detrimental to the JWB.
2. Involuntary Administrative Leave without Pay – an employee may be placed on Administrative Leave without Pay by the Executive Director (OHD).
 - a. In situations involving questions of physical or mental health, an examination of the employee by a physician designated and approved by JWB may be required.
 - b. Upon a finding that an employee is capable of performing his/her assigned duties, the employee shall be returned to his/her original status. Accrued sick leave may be used by the employee to ensure compensation and benefits which otherwise would have been lost due to this action.
 - c. Upon a finding that an employee is incapable of performing his/her assigned duties, the employee shall remain in an Involuntary Leave without Pay status while pursuing appropriate treatment for his/her disabling condition.
 - d. Accrued sick leave may be used by the employee to ensure compensation and benefits which otherwise would have been lost due to this action.
 - e. Failure to pursue appropriate treatment shall constitute grounds for dismissal.
 - f. It is the employee's responsibility to advise JWB in a timely fashion of the status of his/her treatment and any change in his/her prognosis.

- g. JWB shall be responsible for fees and related costs when it designates the physician that initially examines an employee pursuant to the provisions of this subsection.

N. Administrative Leave – Building Closure

1. In the event it becomes necessary to close the building, employees will be paid administrative leave for the hours of their approved work schedule during the period the work site is closed. Employees on annual or sick leave during said closure must continue to use that leave unless called into service. If employees are scheduled to begin annual or sick leave on the date of closure, administrative leave will be used on that day and during the building closure. Administrative leave will not count towards overtime. There will be a pre-selected number of employees who will be designated to perform work during a building closure. Those employees will be identified in the Business Continuity Plan.

O. Insurance

1. **Life** – a paid term life insurance policy equal to his/her annual pay is provided for each employee.
2. **Health** – a group health insurance policy is provided for each person employed 30 hours a week or more. Coverage for dependents (as defined by the current health insurance policy) may be obtained at the employee's option. JWB will pay 50 percent of the cost for dependent(s)' member coverage and the employee will be responsible for the remaining 50 percent.
3. **Disability** – a full-time employee who is disabled and who has utilized all his/her sick leave may be eligible for disability benefits. The employee must be under the regular care of a physician who has certified the employee incapable of performing or engaging in his/her normal duties. Responsibilities within the same job classification or a different job classification are temporarily assigned by the Executive Director. The employee must have been disabled for seven consecutive calendar days before receiving disability pay and will receive two-thirds of his/her weekly income on a biweekly basis beginning on the eighth day of disability. Short-term disability may continue for up to 26 weeks.
4. Part-time regular employees may be eligible for participation in group insurance at their expense if participation is consistent with terms of current insurance contracts.
5. **Dental** – a dental insurance program is available to full- or part-time employees and their dependents at their expense.

6. **Workers' Compensation** – employees are covered by Workers' Compensation. All injuries must be reported to the immediate supervisor and the Human Resources Director within 24 hours of the incident.
7. **COBRA** - in the event that an employee is terminated, such employee may elect healthcare plan continuation rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) unless the termination is for “gross misconduct”.
8. **Additional Life Insurance** – additional term life insurance may be purchased by employees for themselves and their family members.
9. **Long-Term Disability** – long-term disability insurance may be purchased by eligible employees. This insurance may take effect after JWB's short-term disability ceases.
10. **Cancer Insurance** – cancer insurance may be purchased by eligible employees for themselves and their family.
11. **Vision Insurance** – vision insurance may be purchased by eligible employees for themselves and their family.
12. **Retirement**
 - a. **Social Security** – all employees are covered by Social Security Federal Insurance Contributions Act (F.I.C.A.).
 - b. **Florida Retirement System (FRS)** – all provisional and regular employees must participate in the FRS. Contributions are paid in full by JWB.
13. **Deferred Compensation** – employees are eligible to participate in an optional deferred compensation program.
14. **Credit Union** – employees are eligible to join the Pinellas County Employee Federal Credit Union.
15. **U.S. Savings Bonds** – employees are eligible to participate in an optional savings plan through the purchase of United States Savings Bonds.

V. WORKING CONDITIONS

A. Scheduled Workweek

1. The scheduled workweek is 40 hours in length. Normal office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Normal building hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - a. Employees may schedule up to one hour for lunch and up to one 15-minute break in the morning and up to one 15-minute break during the afternoon work period subject to the approval of the supervisor.
2. **Flexible Work Schedule** – the Executive Director (OHD) may approve a flexible work schedule for an employee as long as a valid reason is provided and such flexible hours are consistent with the maintenance of an effective and efficient working environment. All requests for flexible work schedules, including reduced lunch hour or breaks, in order to arrive late or leave early must be in writing and must be part of an approved flexible work schedule. Any such approved flexible work schedule is subject to review, re-evaluation, and revision by the Executive Director (OHD) and may be terminated and/or revised if it is determined that continuation is inconsistent with the need for an orderly and efficient operation. Supervisors may approve an occasional flexible work schedule.
3. **Alternative Work Schedule (AWS)** - The purpose of this policy is to support the creation of alternative work schedules instead of traditional fixed eight-hour-per- day schedule. The policy intends to reduce the number of hours and miles employees spend traveling to and from work and help the employee balance work and personal responsibilities.

Eligibility - Individual employees may be permitted to work alternative schedules with the consent of their supervisor and the approval of appropriate management. Approval of alternative work schedules for individual employees will be based upon consideration of the employee's job performance, special needs, employee's attendance and timeliness, and any disciplinary issues. Certain positions may not be eligible for an alternative work schedule due to business needs or the job duties assigned to the position. Every employee working an alternative work schedule shall do so in accordance with a written agreement, approved by the employee and the immediate supervisor.

B. Cellular Telephone Policy

JWB recognizes that with growing technology, cellular telephone service is becoming an important and necessary communication tool to assist administrators and staff persons during the course of conducting day-to-day business.

JWB provides cellular telephone equipment and services to its administrators and staff members through the Information Technology (IT) Department

1. **Business Criteria for Cell Phone Assignment:**

Employees may qualify for the assignment of a cellular phone when the supervisor or manager has determined the use of a cellular telephone is required and necessary for the performance of their jobs, and has obtained the approval of the Executive Director. When evaluating such qualifications, the following criteria should be met:

- a. The job requires the employee to be mobile with direct office contact; or
- b. The job consistently requires timely and business critical two-way communications for which there is no reasonable alternative technology. In all instances, the intent of cellular telephone service is for the business needs of JWB.

2. **Use of Cellular Telephones:**

- a. Employees assigned a cellular telephone shall use it for necessary and official business-related purposes. In the case where personal use calls are unavoidable, the employee will be responsible for the cost of personal calls and a pro rata share of the monthly charge.
- b. Monthly invoices sent by the cellular service vendors are directed to the Finance Department for review. Employees will receive a copy of the invoice to highlight the personal calls on the monthly bill. **The employee is required to reimburse JWB within the next 15 business days for the cost of personal calls and a pro rata share of the monthly charge.** All call detail reports and invoices are considered JWB business records.
- c. JWB has a zero tolerance policy regarding using a JWB cell phone while driving. For the safety of our employees and others, it is imperative that employees pull over and stop at a safe location to dial, receive, or converse on the cell phone.
- d. Employees in possession of JWB equipment such as cellular phones are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or (at any time) upon request, the employee must return the cell phone, and/or other JWB equipment, or expect to bear the cost of a replacement.

C. **Telecommuting Program**

1. JWB will allow employees to enter into a Telecommuting Agreement when:

- a. The employee has demonstrated a sustained high performance, and when the manager/director believes that the employee can maintain the expected quality.
- b. Telecommuting is appropriate when it meets the needs of the JWB organization. Conditions for working from a remote location will be approved by the Executive Director prior to the execution of an agreement between an employee and the Department Director.

2. JWB policies for telecommuting are as follows:

- a. **Compensation and Work Hours** - the employee's compensation, benefits, work status and work responsibilities will not change due to participation in the telecommuting program.

The amount of time the employee is expected to work per day or pay period will not change because of participation in the telecommuting program.

- b. **Eligibility** - successful telecommuters have the support of their immediate supervisor/manager. Employees will be selected based on the suitability of their jobs, and assurance of their supervisor's ability to manage remote workers. Each department will determine the efficacy of remote work, based upon specific departmental requirements.

Upon acceptance to the program, both the employee and immediate supervisor/manager will be expected to complete a training course designed to prepare them for the telecommuting experience. All telecommuters must sign an agreement which specifies the terms of the telecommute assignment and the right of JWB to terminate said agreement without notice.

- c. **Equipment/Tools** - JWB may provide specific tools/equipment for the employee to perform his/her current duties. This may include computer hardware, computer software, phone lines, email, voice mail, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment, software, data supplies and furniture when provided by the JWB for use at the remote work location is limited to authorized persons and for purposes relating to JWB business. When the employee uses his/her own equipment, the employee is responsible for maintenance and repair of their equipment. A laptop may be provided as required, which may vary in performance and configuration. Loaned equipment must be returned upon request.

The employee shall designate a specific work area within the remote work location for placement and installation of equipment to be used while telecommuting. The employee shall maintain this workspace in a safe

condition, free from hazards and other dangers, either to the employee or the equipment.

Any JWB materials taken home should be kept in the designated work area at home and equipment shall not be accessible to others.

- d. **Office Supplies** - specifically agreed upon office supplies will be provided by JWB as needed. Out-of-pocket expenses for other supplies will not be reimbursed, unless by prior approval of the employee's immediate supervisor/manager.
- e. **Worker's Compensation** – telecommuters are covered by Worker's Compensation during working time, while performing work functions, but limited to the designated work area in the home.

Worker's Compensation coverage extends only to injuries or illnesses that occur during the employee's agreed-upon work hours, and will conform to a schedule agreed upon by the employee and his/her supervisor. If the schedule has been amended and has not been agreed upon, the employee's work hours will be assumed the same as the original telecommuting agreement.

- f. **Liability** - JWB is not liable for loss, destruction, or injury to other parties that may occur in or to the employee's home, and the employee agrees to hold JWB harmless for any such claims. This includes family members, visitors, or others injured within or around the employee's home.
- g. **Dependent Care** – Telecommuting is not a substitute for dependent care. Telecommuters will not be considered as working when providing dependent care.
- h. **Income Tax** - it will be the employee's responsibility to determine any income tax implications of maintaining a home office area. JWB will not provide tax guidance nor will JWB assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.
- i. **Communication** - employees must be available by phone and email during core hours or as otherwise deemed necessary. All employee interactions will be conducted on an employee or JWB site. Participants will still be available for staff meetings and other meetings deemed necessary by management.

JWB will pay for reasonable work-related voice and data communication charges.

- j. **Evaluation** - the employee shall agree to participate in all studies, inquiries, reports and analyses relating to this program.

The employee remains obligated to comply with all JWB policies, practices and instructions.

D. Reimbursement of Work Expenses

1. Employees are reimbursed for mileage incurred on official JWB business, consistent with applicable Florida Statutes or Board Policy.
2. Some employees may be required to have access to an automobile as a condition of employment. The employee is responsible for maintaining a valid driver's license and adequate liability insurance at his/her expense.
3. JWB shall establish written procedures for reimbursement of business-related expenses; these expenses should be filed on a quarterly basis.
4. Responsibility for submission of requests for reimbursement rests with the employee. Requests for reimbursement should be submitted quarterly in a format, content, and detail prescribed by JWB and approved by the employee's immediate supervisor.
5. Employees may be required to assume the costs of personal and business expenses incurred in the course of completing work assignments that are not, by Statute or policy, reimbursable by JWB.

VI. EMPLOYEE STATUS

- A. All appointment letters shall include pay, official title, position exempt/non-exempt status, starting date, and any special conditions under which the appointment is offered.
- B. Candidates for employment shall acknowledge their acceptance of appointment and concurrence with the terms therein in writing.
- C. A copy of the appointment letter and the original of the candidate's acceptance shall be filed in the employee's personnel record.
- D. The Executive Director (OHD) may appoint a candidate at any point within the salary range from the minimum of the pay range for the position up to the maximum range.
- E. **Orientation** – all employees shall receive an orientation to the mission, history, organization and functioning of the JWB; the functions of their JWB organizational unit and specific position; employee benefits and personnel policies and procedures shall be provided within 90 days of the beginning date of employment.
- F. The starting date of employment shall be the employee's anniversary date for computation of longevity-based benefits.
- G. If the new employee is appointed to a position in which he/she has previously been employed as a temporary employee for at least 487.5 hours, the Executive Director may grant a credit of up to 50 percent of the time worked toward an adjusted anniversary date, after a successful period of provisional employment. A temporary position will last for up to six months.
- H. Documentation of previous employment, education, or other information the employee provided in his/her resume, application for employment, or during employment interview may be required to be provided at the employee's expense as a condition of continued employment.
- I. Failure to provide required documentation or evidence of falsification or misrepresentation of any information shall constitute grounds for dismissal.
- J. The purpose of the provisional employment period is to allow both the employee and JWB to assess the compatibility of the employee's knowledge, skills, judgment, quantity and quality of work, work habits, and personal relationship skills with JWB staff and its organizational mission.
 - 1. The provisional employment period shall be for a minimum of six months for all positions and may extend no longer than one year.

2. The provisional employee shall not receive credit toward the completion of a required period of provisional employment for any voluntary administrative leave granted during the provisional employee period.
3. During the employee's provisional employment period, he/she may be terminated at any time with or without cause.
4. At the successful conclusion of the provisional employment period, the employee's immediate supervisor shall recommend to the Executive Director that the employee be granted regular employee status.

K. Regular Employee Status – the achievement of regular employee status shall entitle the employee to all protections and benefits contained in these personnel policies.

L. Employee Personnel Records – the Executive Director shall designate a custodian of personnel records who shall be responsible for ensuring records maintenance and security.

1. Personnel records shall include records of employee qualifications, evaluations, personnel and compensation decisions, disciplinary actions, and such other material as may be appropriate.
2. Personnel records are public under Florida Statute. If access to personnel records is requested, the custodian of the records shall:
 - a. Assure that the request is made in writing and, to the extent possible, states the purpose of the examination.
 - b. Advise the employee of the request for examination of his/her personnel file and his/her right to be present at the time the record is examined.
 - c. Make reasonable efforts to schedule a time mutually agreeable to the requestor and the employee for examination of the personnel record.
 - d. The custodian of the personnel records (OHD) shall be present throughout any outside examination of the personnel record to assure that no material is removed, added, or altered in the course of an examination.
2. Any memoranda, reports, correspondence or other material that, in the judgment of the custodian of the personnel records is not routine, administrative or typical of materials generally filed in JWB personnel records, shall be initialed by the employee prior to their inclusion in the personnel record. Such initialing indicates only that the employee has read the document in question and is aware that it is to be filed in his/her personnel record. If an employee refuses to sign it, it should be annotated.

VII. PERFORMANCE EVALUATION

- A. Definition** -performance evaluations are the means by which an employer and an employee periodically assess, in a systematic fashion, the degree to which previously established key responsibilities and performance standards have been met. Key responsibilities and performance standards for the future adequacy of position profiles and personal and organizational development goals are also appropriately addressed in performance evaluations.
- B. Evaluation Time Frames** - each employee shall be formally evaluated annually (September) for the purposes cited below. Supervisors must meet with employees at least every three months in order to discuss key responsibilities and performance standards. An employee may also be evaluated at other points in time as determined appropriate by JWB.
1. An employee shall be evaluated against performance standards in September annually.
 2. The September evaluation shall focus on performance demonstrated in the past year with a specific recommendation regarding merit pay adjustments from their supervisor.
- C. Provisional Status** -at the conclusion of the required provisional employment period, an evaluation shall be completed by the immediate supervisor with a specific recommendation for retention or termination.
1. Additional written evaluation of an employee by the immediate supervisor shall occur at least once every three months during the provisional employment period.
 2. Provisional employment evaluations which have been completed within 60 days of the routine September evaluations may serve the purpose of a routine evaluation. The provisional employment evaluation shall be supplemented to assure adequate consideration of the subject matter to which the routine evaluation is addressed.
- D. Format** - evaluations shall be completed in writing in standard format(s). They also have to be approved by the Executive Director following consultation with the employee.
- E.** Evaluations are to be completed by the employee's immediate supervisor. Other individuals who regularly exercise an assigned coordination role in the employee's day-to-day work activity may formally or informally provide input into the employee's evaluation.

- F. Employee Involvement** - the evaluation process should actively involve both the employee and the immediate supervisor to strengthen not only the employee's performance but also the overall capability of the JWB.
1. The employee shall receive a copy of the proposed evaluation for discussion with the immediate supervisor. To the extent appropriate, all or part of the content of this discussion may, at the discretion of the immediate supervisor, be incorporated into the final evaluation.
 2. The employee shall sign the final evaluation indicating only that he/she has read the document. The employee may at that time or any time within 10 calendar days file a written comment covering any points with which he/she disagrees. The statement shall become a part of the evaluation.
 3. The immediate supervisor shall sign the evaluation and any written statement submitted by the employee, such signature indicating that he/she has read the statement.
 4. The employee shall receive a signed copy of his/her evaluation.
- G.** Each employing unit shall develop a plan which allows those employees of that unit, who desire to do so, to evaluate their immediate supervisor or assigned coordinator. The evaluation of the supervisor/coordinator will be completed on a form designed and approved for that purpose. The plan shall include provisions for review of the employee's evaluation by higher management levels as appropriate. The evaluation plan must be filed with, and approved by, the Executive Director (OHD).
- H. Location of Evaluation** - written performance evaluations become a permanent part of the employee's personnel record.
- I.** Appeal of any aspect of the evaluation process shall be consistent with the regular grievance process.
- J. Job in Jeopardy Status** – if the employee's job performance does not meet expected standards, they may be placed in job in jeopardy status.
- a. An employee is placed in "Job in Jeopardy" status by the immediate supervisor, with the approval of the Executive Director (OHD), and the employee shall be advised of this action in writing. The written notice shall identify the employee's deficiencies and as well as the specific corrective actions necessary if dismissal is to be avoided.
 - b. The "Job in Jeopardy" notice shall become a permanent part of the employee's personnel record and shall be signed by the employee and the Executive

Director, indicating only that he/she has read the document. The employee shall be provided a copy of the notice.

- c. The duration of “Job in Jeopardy” status shall be no less than 30, nor more than 90 calendar days.
- d. Upon the expiration of the “Job in Jeopardy” status, the employee may either be returned to his/her original status, or the immediate supervisor may determine that the employee’s performance has not improved sufficiently and recommend termination or demotion of the employee. On rare occasions, when a constructive purpose can be served, the Executive Director may approve an internal transfer of the employee. Such transfers will initiate a new probationary period.

VIII. PROFESSIONAL DEVELOPMENT

A. Conference Attendance/Staff Development Activities

1. Conference attendance and staff development activities shall be regularly reviewed by the employee's immediate supervisor.
2. Subject to available resources annual budgets shall recognize the need for conference attendance and staff development activities. The Executive Director (OHD) is responsible for assurance that these resources are reasonably distributed among all employees consistent with the mission and needs of the JWB.
3. JWB support may take the form of full or partial reimbursement and/or released time for attendance at the employee's expense.

B. Professional Development

1. Professional development activities may be required of JWB personnel to strengthen his/her effectiveness in the assigned work area, or professional development activities can be voluntary and relate to the achievement of mutually compatible (JWB and employee) career objectives.
2. All classifications of employees are eligible for participation in professional development, subject to the available resources. Employees are eligible for participation only when proposed activities have been identified in an approved career development plan or for work-related training.

3. **Priorities for Participation**

- a. **First Priority** – Assigned Work Activity – employee participation is at the convenience of JWB and is directly related to current or immediately anticipated work assignments. To qualify for First Priority, request must be initiated by the supervisor and be included in the employee staff development plan. The employee is eligible for attendance on agency time and full agency reimbursement of identified costs.
 - b. **Second Priority** – Directly Work-Related Participation – participation is encouraged to assist the employee in the development of skills that will improve performance and/or understanding of current or immediately anticipated job assignments. Employee is eligible for attendance on agency time and 50 percent reimbursement of identified costs.
 - c. **Third Priority** – Employee Career Interest – participation is encouraged to assist the employee in the development of skills that are likely to improve their future contribution to the overall mission of the JWB. Employee is eligible for agency time and reimbursement of identified costs.
4. JWB cannot support, through either release time or reimbursement of costs, professional development activities that are primarily the employee's individual career interests and unrelated or only peripherally related to the mission of the JWB. JWB does encourage maximum personal professional development activities and can support such efforts through the utilization of adjusted work schedules, priority treatment of vacation requests related to school attendance, and other such measures that have no direct or indirect impact on the resources.
- a. The Executive Director is responsible for the reasonable distribution of available resources in a timely fashion.
 - b. Identified costs include, but are not limited to, registration fees, tuition, and books. Excluded costs include, but are not limited to, school supplies, entrance physicals, travel and other costs incidental to attendance.
 - c. Employees participating in career development activities other than Priority One are responsible for their own preparation time and resources. Exceptions to this policy may be made by the Executive Director (OHD) in those situations where the ongoing class assignment has a direct relationship to the employee's work assignment.
 - d. Preference shall be given to full-time, regular employees in all classifications.
 - e. If expenses for professional development activities have been paid by JWB, the employee must reimburse JWB in full should he/she terminate his/her employment at a time less than six months after the final date of the professional activity.

- f. For Priority One eligible employees, expenses will be paid directly by JWB. For Priority Two eligible employees, expenses will be reimbursed upon receiving a grade of “B” or better at the time of course completion.
 - g. Approved Training Institutions – unless waived by the Executive Director (OHD), attendance is limited to Pinellas Vocational & Technical Institute, St. Petersburg Vocational Technical Institute, St. Petersburg College, or the campuses or extension programs of accredited colleges or universities.
5. **Reimbursement Limits** – unless a Priority One assignment is approved, employees are limited to a maximum of \$1,000 reimbursement during any one fiscal year.
- a. Reimbursement Eligibility – employees are eligible for reimbursement of identified expenses in an approved professional development activity only after successful completion of the course with a grade of “B” (or its equivalent) or better.
 - b. The requirement of a grade “B” or better may be waived by the Executive Director (OHD) in situations where the employee has participated under the provisions of First Priority.
 - c. The cost of courses unsuccessfully completed or dropped is the sole financial responsibility of the employee.
 - d. Requests for reimbursement of approved professional development activities must be supported by adequate documentation.
 - e. If the employee is receiving financial aid from any other source, it must be applied to the identified costs prior to application of JWB resources.
 - f. If the employee terminates employment with JWB during the course of the professional development activity, unless otherwise waived by the Executive Director, the employee forfeits JWB support of the activity.
 - g. The maximum allowable reimbursement may be authorized by the Executive Director if the employee is unable to satisfactorily complete the course due to physical or accidental disability, maternity leave, JWB-initiated action, or being involuntarily called into active military service.
6. **Records** – records shall be maintained for all regular work time allocated to formal conference, staff training, and professional development activities.
7. **Professional Organizational Affiliation** – employees are encouraged to affiliate with and participate in appropriate professional organizations; however, the costs of such affiliations are borne by the employee. In those situations where an organization membership is required to secure materials necessary or

desirable for the JWB Resource Center or other program operations, a membership shall be entered in the name of the Executive Director (OHD) and all materials received pursuant to that membership shall become the property of JWB.

9. **Annual Deadline** – requests for professional development are due to the Human Resources Department no later than August 1 for courses to be taken the following fiscal year.

IX. SEPARATION

A. Voluntary Separation

1. Any employee voluntarily terminating his/her employment with JWB shall provide a sufficient notice of their intent to terminate which is **adequate** to assure the orderly transition of responsibilities (and acquisition of alternative capabilities).
Support staff shall provide a minimum of two weeks; professional staff a minimum of one month, and executive staff a minimum of two months, except in exigent circumstances.
2. Employees who have provided notice of termination may use accrued vacation only to the extent that utilization prior to the termination date does not disrupt requirements for an orderly transition. The employee shall receive a lump sum payment for accrued but unused vacation for which he/she may be eligible and any accrued but unused sick leave reimbursement for which he/she may be eligible on his/her termination date.
 - a. An exit interview will be scheduled for the terminating employee. The objective of the interview is to receive ideas to improve operations or constructive criticism of organizational practices.
 - b. Exit interviews will be held with a member of the management staff who has not been responsible for the terminating employee's direct supervision.
 - c. The employee has the right to refuse an exit interview.
 - d. An employee who is absent from work for more than three days without prior approval must notify their supervisor of the reason for their absence. Failure to do so or failure to provide requested documentation may result in termination.

B. Involuntary Termination

1. The termination of an employee is a serious matter for both the employee and the organization. Both parties in a manner that, to the extent feasible, protects the privacy of all parties involved, unless specific circumstances demand otherwise, should handle it (e.g., public or employee safety).
2. A termination action is normally, but not always, preceded by one or more written warning notices of the deficiencies in the employee's performance that warrant consideration of dismissal.
3. A regular employee may be involuntarily terminated for unsatisfactory job performance, chronic absenteeism or tardiness, misconduct, insubordination, misappropriation of funds or other breach of trust, repeated violation of agency policies and procedures, inability or unwillingness to perform assigned duties, or any other cause. This list of terminal offenses is not all-inclusive and JWB may terminate employees for other reasons not prohibited by federal, state, or local law, regulation or ordinance.
4. **Procedure for Dismissal - Termination**
 - a. A written notice of termination, signed by the Executive Director (OHD), shall be provided to the employee. The notice shall provide the effective date of the termination.
 - b. An employee may be required to leave immediately, or at any time thereafter, as determined by the Executive Director (OHD).
 - e. On rare occasions, when a constructive purpose can be served, the Executive Director may approve an internal transfer of the employee. Such transfers will initiate a new probationary period.
5. If an employee disputes the factual reasons set forth in the written notice of dismissal, he/she shall be given an opportunity to be heard on such matters by presenting his/her statement of facts in writing to the Deputy Director. Such written statement of facts shall be presented to the Deputy Director no later than five calendar days from the date of the written notice of dismissal. The decision of the Deputy Director shall be final.
 - a. If the employee believes the termination decision of the Deputy Director is not based upon a true set of facts, and can offer factual proof to mitigate the termination decision, he/she may, within 10 calendar days of receipt of the Deputy Director's decision, submit a written appeal to the JWB Executive Director. The decision of the Executive Director will be final.

6. **Discontinuance of Position** – JWB may choose, or be required by reduced resources, reorganization, or other circumstances to discontinue positions.
 - a. If an employee's position has been discontinued, he/she may be offered a vacant position for which he/she is qualified. That position may be in the same or a lower pay range.
 - b. If no comparable or appropriate position is available, or the employee refuses to accept an available position, the employee shall be terminated.
 - c. JWB will, to the extent feasible, provide as much notice as possible to terminated employees due to position discontinuance.
 - d. When several employees of comparable classifications are considered for reassignment due to discontinuance of position(s), both seniority and individual qualifications shall be considered in the assignment decision.
 - e. No employee shall have the right to claim any position with the same or lower pay range if that position is currently occupied by another regular JWB employee.
 - f. JWB may take such steps as are reasonable to assist employees-affected by the discontinuance of a position to find suitable employment outside the JWB.
 - g. If an employee is transferred to a position in a lower pay range and his/her pay does not exceed the maximum of the lower position, the employee will maintain current pay.
 - h. If an employee is transferred to a position in a lower pay range and his/her current pay exceeds the maximum established for that range, the employee may continue to receive their current pay for a period not to exceed two years from the date of transfer, and shall not be eligible for his/her upward adjustments as long as their annual salary exceeds the maximum of the new range. At the conclusion of the period, the employee's pay shall revert to the maximum for the pay range of the position they occupy.
 - i. The provisions of this chapter shall not apply to an employee who has been either involuntarily demoted or accepted voluntary or been demoted.
7. **Reinstatement** – any regular JWB employee who has voluntarily terminated employment may (within one year of be rehired within one year of the date of termination into a vacant position with the same or lower pay range and comparable job title without competitive process.

- a. Reinstatement of a former regular employee is not obligatory and occurs at the sole discretion Executive Director (OHD).
 - b. The provisional employment period for a reinstated employee may be waived at the discretion of the Executive Director (OHD). The reinstated employee's anniversary date and benefits may be adjusted to reflect their prior service.
 - c. A reinstated employee shall not be paid at a rate greater than that employee received at the time of separation, aside from any market adjustments awarded in the interim.
8. Reinstated employees whose provisional period has been waived will receive a performance evaluation, in accordance with these Personnel Policies manual, and will be eligible for a merit increase.
9. **Reference Checks** – employees separating from JWB employment will be asked to sign an authorization of release of information regarding their employment history that will be kept on file.
- a. All requests for references from JWB employees must be referred to the JWB Director of Human Resources. The business or agency requesting the information, the name of the representative, as well as the questions asked and answers given will be recorded and placed in the folder. Requests for personal references/letters of recommendation will be reviewed by the JWB Director of Human Resources prior to being provided to the former employee. Actions taken inconsistent with these policies become the individual's responsibility and will not represent an official action of JWB.
 - b. JWB personnel records are public records subject to the provisions of Ch.119, Florida Statutes (the Sunshine Law) and access to these records cannot be denied, irrespective of whether the former employee executed an authorization under the provisions of this section.

X. DISCIPLINE

Disciplinary Actions

A. Philosophy

1. The Senior Manager is responsible for the proper and efficient operation of his/her department and for enforcing all policies and procedures. It is the responsibility of all employees to observe the policies and procedures of JWB and of the department in which they work.
2. Disciplinary action may be imposed upon an employee for conduct or actions that interfere with or prevent the effective and efficient performance of a department or organization. The purpose of any disciplinary action is to effect correction of employee conduct rather than be solely punitive.
3. The type and severity of disciplinary action shall be related to the gravity of the offense, the employee's record of any previous disciplinary action, length of service, and actions taken in similar cases both within the department and in other departments. Any adverse action taken must be based on cause supported by sufficient evidence, be consistent with other such actions taken throughout the agency, and be fair and equitable.

B. Authority for Disciplinary Action

Generally, the Executive Director is authorized to apply such disciplinary measures as may be appropriate and necessary.

C. Reasons for Disciplinary Action - Any of the following violations may be sufficient grounds for disciplinary action, ranging from oral reprimand to dismissal, depending on the seriousness of the offense and other circumstances related to the situation. These offenses are illustrative and not all-inclusive:

1. Willful neglect in the performance of the duties of the position to which the employee is assigned.
2. Disregard for or frequent violations of policies and regulations, including safety rules.
3. Willful misuse, misappropriation, negligence or destruction of JWB property or conversion of JWB property to personal use or gain.
4. Frequent tardiness or absence from duty without prior approval.

5. Violation of any reasonable or official order, refusal to carry out lawful and reasonable directions given by a proper supervisor, or other acts of insubordination.
 6. Habitual use of intoxicating beverages to excess or abuse of narcotics, drugs or other controlled substances to interfere with job performance or the efficiency of JWB service.
 7. Intoxication or use of alcoholic beverages, or abuse of narcotics, drugs or other controlled substances while on duty.
 8. Criminal, dishonest or other conduct which interferes with effective job performance or has an adverse effect on the efficiency of JWB service.
 9. Disclosure of privileged information or using it for private gain.
 10. Incompetent or unsatisfactory performance of duties.
 11. Conviction of a crime.
 12. Knowingly giving false statements to supervisors, other officials or the public.
 13. Any conduct, on or off duty that reflects unfavorably on JWB as an employer.
 14. Membership in any organization that advocates the overthrow of the government of the United States by force or violence.
 15. Making a false statement in an application or in any other document used to obtain employment.
 16. Acceptance of gratuities to the extent prohibited in the Personnel Policies.
 17. Political activity violation.
 18. Refusal to sign the Loyalty Oath.
 19. Any other conduct or action of such seriousness that disciplinary action is considered warranted.
- D.** Disciplinary action should only be taken to the extent necessary to correct the problem involved. Ordinarily, disciplinary action will be progressive beginning with the least severe action that may be reasonably expected to be effective. Types of disciplinary action from least severe to most severe are:
1. Oral reprimand
 2. Written reprimand

3. Suspension
4. Reduction in pay
5. Demotion
6. Dismissal

E. Procedures for Disciplinary Action

1. Oral Reprimand

- a. Whenever grounds for disciplinary action exist and the supervisor determines that the incident, action, or behavior of the employee is such that more severe disciplinary action is not immediately necessary, the supervisor should orally communicate to the employee privately his/her observation of the problem and provide direction for correcting the situation.
- b. When an oral reprimand is given, the supervisor should ensure the employee's personnel file is documented to show the date of the reprimand and that nature of the reprimand. The employee should be advised that the reprimand will be documented in the personnel file and that he/she may submit comments for the file.
- c. Depending on the circumstances or seriousness of the offense, normally no more than three oral reprimands should be given to any employee for the same type of offense, after which a more severe type of disciplinary action should be taken. Whenever possible, however, sufficient time for improvement should be allowed before further and/or more severe action is taken. The timeframe should be made clear to the employee and included as a notation in the employee's file.

2. Written Reprimand

- a. When the supervisor determines a written reprimand is appropriate and necessary, the reprimand shall be addressed to the employee, in the form of a memo, and shall include the charge, the specific behavior and the dates of the behavior (where appropriate) that support the charge, the warning that continuance of this behavior will result in more severe disciplinary action, provision of direction for correcting the behavior, any circumstances affecting the severity of the discipline, and advise on right of appeal through the grievance procedure.

- b. A signed copy of the reprimand shall be included in the employee's official personnel file and the employee shall have the opportunity to submit a written response to be included in the file.

3. Suspensions

- a. **Suspension Without Pay** – The appointing authority may suspend an employee without pay in the following situations:
 - **Investigation** – whenever the appointing authority has reason to believe that an employee may have committed a serious violation or offense, but sufficient evidence is not yet available to make a proper evaluation and determination of appropriate final action. The appointing authority may suspend an employee for up to seven calendar days pending an investigation.
 - **Disciplinary Action** – when an appointing authority determines that suspension is an appropriate corrective action for a violation, an employee may be suspended for up to 30 calendar days. Ordinarily, an initial suspension for a particular offense will not exceed three to five workdays depending on the seriousness of the offense. A 30-day suspension would normally be imposed only for the most serious and flagrant of offenses, or as the last in a series of progressively more severe suspensions.
 - **Employees Charged with Misdemeanor or Felony** – when an employee has been charged with a crime classified as a misdemeanor or felony, the appointing authority shall review the nature of the employee's offense; make a determination of the impact of the alleged crime on the ability of the employee to perform the duties of his/her position in a satisfactory manner, and, if appropriate, suspend the employee until disposition of the charge or charges.
- b. **Suspension with Pay** – in certain circumstances, the appointing authority may determine that, even though a suspension without pay may not be appropriate, it is nonetheless necessary to relieve the employee of his/her duties and remove him/her from the worksite. In such a case, a suspension with pay may be given for up to five workdays, or longer should the situation dictate.
- c. **Notice to Employee** – on or before the effective date of the suspension, the supervisor will provide the employee with a written statement setting forth the reasons for the suspension, the effective dates of the suspension and the date the employee must return to work. The statement shall also include the charge, the specific behavior and the dates of the behavior that support the charge (where appropriate), the warning that continuance of this

behavior will result in more severe disciplinary action, direction regarding assistance in correcting the behavior, any circumstances affecting the severity of the discipline, the employee's right to respond to the charge within three calendar days, and advice on the right of appeal.

- d. **Emergency Suspension** - if an emergency exists which makes immediate suspension of an employee necessary before management concurrence can be obtained, in order to preserve the health and safety of the employees or others, to continue vital services to the public, or to continue a JWB function without serious disruption, a supervisor may make such an immediate suspension.
5. **Restoration to Active Duty** - at the end of the period of suspension, the employee shall be returned to active duty at his previous salary rate unless other disciplinary action affecting the position and/or salary has been taken. If the suspension has been found to be inappropriate or too severe, the employee shall be given back pay for all or part of the suspension period.
6. **Reduction in Pay** - whenever an appointing authority, having obtained the required concurrences, determines that an employee's performance or conduct is of such nature that it can best be recognized and/or corrected through a reduction of pay within grade, the employee shall be advised in writing of such action, setting forth the reasons for such action, the extent of the reduction and the effective date. The statement shall include the specific deficiencies in performance or conduct; previous warning, counseling and attempts to correct which were ineffective; the employee's right to respond to the intended action within three calendar days; and advice on the right of appeal.
7. **Demotion** - an appointing authority may determine that demotion of an employee to a position in a lower pay grade is a proper action to correct a situation. In such a case, the appointing authority, after obtaining the required concurrences, shall furnish the employee with a statement of the reasons for such action and the effective date, at least three days prior to the proposed date of the action. The statement shall fully set forth the reasons for the proposed demotion; previous warning, counseling and attempts to correct the problem; the employee's opportunity to respond within three calendar days; and notification of the employee's right to appeal.
8. **Dismissal** - An employee may be dismissed when all reasonable attempts at corrective action have been ineffective, or when the seriousness of, and the circumstances surrounding, the offense leave dismissal as the only feasible alternative.

A dismissal shall be effective only after the appointing authority has obtained the concurrence of the Human Resources Director, and has presented the employee with the reasons for the dismissal in writing specifically and fully

stated, at least three calendar days in advance of the proposed effective date. The employee shall have not less than three calendar days to respond to the charges before the dismissal is effective. A dismissed employee shall be notified by the Appointing Authority of the right to appeal under this Article.

XI. COMPLAINT RESOLUTION PROCEDURE

- A. Availability** – the grievance procedure is available only to regular employees and all future references to “employee” in this section are so limited.
- B. Rights and Responsibilities** – employees and their immediate supervisors are encouraged to discuss a potential grievance prior to its formalization. The immediate supervisor shall make no statements or take any action which might reasonably be construed as coercive or attempting to abridge the right of the employee to formalize his/her grievance or otherwise exercise his/her rights under the provisions of this section.
- C. Content** – a grievance shall be filed in writing and state the facts of the situation including the alleged mistreatment, deficiency, or misinterpretation; city location, where appropriate; applicable JWB policy or procedure; and any supporting documentation, and, as appropriate, the specific relief sought.
- D. Steps in Grievance Process**
1. A grievance shall first be presented by the employee to his/her immediate supervisor within 30 working days of the initial or most recent occurrence giving rise to the grievance. The supervisor shall respond in writing within 15 working days of submission.
 2. If the grievance has not been resolved to the satisfaction of the employee, he/she may, within the 10 working days following receipt of the immediate supervisor’s response, present his/her grievance to the next level of supervision.
 3. Each succeeding level of supervision shall have up to 15 working days to respond in writing. The employee, if still dissatisfied with the response, may continue to present the grievance to succeeding levels of supervision; however, each presentation must be made within 10 working days of receipt of the written response.

XII. CONFLICT OF INTEREST AND POLITICAL ACTIVITY

- A. Purpose** – the allocation and administration of public funds require the promotion and maintenance of both the substance and appearance of objectivity and integrity. Employment with the JWB obligates the employee to accept certain restriction on non-work involvement and community service that may not be present with other employers.
- B. Conflict of Interest** – employees shall disclose to the Executive Director (OHD) all actual or potential outside employment, board memberships, appointments, or activities that may possibly constitute or reasonably be presumed to constitute a conflict of interest, compromise of objectivity, or restrict job performance.
1. Employees may not serve on the governing board of any agency that is an applicant for or in receipt of JWB funding.
 2. Employees shall promptly terminate or decline any employment, board memberships, appointments or activities deemed by the Executive Director (OHD) to constitute a real or perceived conflict of interest, compromise of objectivity, or interference with their ability to perform the duties of their position in a timely and/or efficient fashion.
 3. If the employee disagrees with the determination of the Executive Director (OHD), he/she may grieve the decision through the normal grievance procedures, unless he/she is a direct report to the Executive Director.
 4. If at any time an employee engaged in a previously approved employment, board membership, appointment or activity becomes aware of any change in the circumstances and/or conditions which justified the original approval of the activity or any new condition or circumstance that may constitute or give rise to the perception of conflict of interest or compromise of integrity, the employee shall immediately notify the Executive Director (OHD). The Executive Director (OHD) shall then review the situation to determine the appropriateness of the employee's continued involvement.
- C. Political Activities** – employees of JWB are subject to all Florida Statutes applicable to political activity by local government employees.
1. Knowledge of, and compliance with applicable statutes is the responsibility of the individual employee whether or not such information is made available to him/her by JWB.

- D. **Code of Ethics** – the Code of Ethics for public officers and employees adopted by the Legislature is found in Chapter 112 (Part III) of the Florida Statutes.

Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

To that end, employees shall dedicate themselves to carrying out the mission of JWB and shall:

1. Comply with the provision of Chapter 112 (Part III) of the Florida Statutes.
 2. Hold paramount the safety, health and welfare of the public in the performance of professional duties.
 3. Treat all persons with respect and consideration, regardless of race, religion, gender, sexual orientation, nationality, marital or family status, disability, age or national origin.
 4. Act in such a manner as to uphold and enhance personal and professional honor, integrity and the dignity of his/her profession.
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2. Employees should be aware of the importance of both the appearance and substance of objectivity, neutrality, and non-partisanship as its substance in exercising their legal and political rights.
 3. Employees shall advise the Executive Director (OHD) of their intention to declare candidacy for a political office or assume a leadership role in any political campaign. The employee shall also indicate the steps that he/she will take to assure that this activity does not conflict with assigned job responsibilities at JWB.
- E. **Disciplinary Actions** – failure of an employee to strictly adhere to the provisions of this section will subject the employee to disciplinary action and may constitute grounds for dismissal.
- F. **Applicability** – the provisions of this section are also applicable to all temporary employees and contract personnel.

JWB Children's Services Council

Ethics Policy

It is the policy of JWB Children's Services Council that its employees uphold the highest standards of ethical, professional behavior. To that end, employees shall dedicate themselves to carrying out the mission of this organization and shall:

1. Hold paramount the safety, health and welfare of the public in the performance of professional duties.
2. Act in such a manner as to uphold and enhance personal and professional honor, integrity and the dignity of your profession.
3. Treat with respect and consideration all persons, regardless of race, religion, gender, sexual orientation, maternity, marital or family status, disability, age or national origin.
4. Engage in carrying out JWB Children's Services Council's mission in a professional manner.
5. Build professional reputations on the merit of services and refrain from competing unfairly with others.
6. Recognize that the chief function of JWB Children's Services Council at all times is to serve the best interests of its Children and Families of Pinellas.
7. Respect the structure and responsibilities of the board of directors, provide them with facts and advice as a basis for their making policy decisions, and uphold and implement policies adopted by the board of directors.
8. Keep the community informed about issues affecting it.
9. Conduct organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
10. Exercise whatever discretionary authority they have under the law to carry out the mission of the organization.
11. Serve with respect, concern, courtesy, and responsiveness in carrying out the organization's mission.
12. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all activities in order to inspire confidence and trust in such activities.
13. Avoid any interest or activity that is in conflict with the conduct of their official duties.

14. Respect and protect the privileged information to which they have access in the course of their official duties.
15. Strive for personal and professional excellence and encourage the professional developments of others.