

# Leon County Research and Development Authority

## Policy No. 11 -1

Title: Personnel Policy

Date Adopted: February 9, 2011

Effective Date: February 9, 2011

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1. **PURPOSE** - It shall be the policy of the Leon County Research and Development Authority (the Authority) that a new policy, Policy No 11-1, "Personnel Policy," is hereby adopted, to wit:
2. **SCOPE**
  - a. THESE POLICIES ARE NOT INTENDED TO CREATE AN EMPLOYMENT CONTRACT WITH THE PERSONS TO WHOM THEY MAY BE APPLICABLE.
  - b. Policy No. 11-1, "Personnel Policy" shall apply to all employees of the Authority, except for persons employed by the Authority on a contractual basis entered into between the Authority and the employee; and shall not apply to persons employed by the Authority on a contractual basis entered into between the Authority and the employee.
3. **DEFINITIONS**
  - a. The "Board" shall mean the Board of Governors of the Authority. Except as lawfully and properly delegated to its officers, the powers of the Authority are exercised through, and the business affairs of the Authority are managed under the direction of the Board.
  - b. "Employee" shall mean an employee of the Authority who is not employed by the Authority under an Employment Agreement with the Authority, including Full-Time Employees, Part-Time Employees and Employees in a Temporary Position.
  - c. "Executive Director" shall mean the Authority Employee whose job title is Executive Director; or if the Executive Director position is vacant, "Executive Director" shall mean the person designated by the Board as the acting executive director.
  - d. "Exempt Employees" shall mean those Employees in administrative, executive, and professional positions as defined under the Fair Labor Standards Act, who are not subject to the overtime compensation provisions of the Act.
  - e. "Full-Time Employees" shall mean Employees with regularly scheduled and budgeted Working Hours of no less than forty (40) hours per week.
  - f. "Marital Status" shall mean an individual's status of being married, separated, or unmarried including being single, divorced, or widowed.

- g. “Non-exempt Employees” shall mean those Employees in positions subject to the overtime compensation provisions of the Fair Labor Standards Act.
- h. “Overtime” shall mean the hours worked in excess of forty (40) hours during the established workweek. These hours must be at the direction of the Executive Director and must not include leave with pay.
- i. “Part-Time Employees” shall mean Employees with regularly scheduled Working Hours of less than forty (40) hours per week.
- j. “Policy” shall mean the Authority Personnel Policy, as may be amended from time to time.
- k. “Temporary Position” shall mean a position of specific duration not to exceed two (2) years. Temporary Positions may be full or part time.
- l. “Work Area” shall mean areas where Employee’s work for the Authority is performed.
- m. “Working Hours” shall mean an Employee's normally scheduled hours of work.

#### 4. EMPLOYEE CONDUCT

- a. EQUAL EMPLOYMENT OPPORTUNITY - It has been the policy of the Authority to subscribe to the principle of Equal Employment Opportunity. These Policy provisions reaffirm the Authority’s commitment to ensure that:
  - All recruitment, hiring, training and promotion of persons employed by the Authority in all positions is accomplished without regard to race, color, religion, sex, national origin, age, handicap, or marital status; and
  - Employment decisions are made consistent with the principle of Equal Employment Opportunity.

The Authority shall comply with all federal, state, and other applicable laws prohibiting discrimination in employment based on race, color, religion, sex, national origin, age, handicap, or marital status.

All Board members and Employees are responsible for supporting these Policy provisions and for the furtherance of the principle of Equal Employment Opportunity in all personnel matters. The principle of Equal Employment Opportunity is applied to all other personnel activities including compensation, benefits, transfers, reassignments, promotions, demotions, layoffs, separations and disciplinary actions.

An Employee who believes he or she has been subjected to workplace harassment must promptly bring that problem to the attention of the Authority. Complaints should immediately be reported to the Executive Director. If the complaint involves the Executive Director the Employee should report the matter to the General Counsel. If a complaint involves a member of the Board of Governors the Employee should report the matter to the Executive Director and the General Counsel.

At that time, the Executive Director or General Counsel will refer the matter to a private law firm outside the jurisdiction of Leon County, to investigate the claim. Once the complaint has been referred to the outside law firm to investigate, the party who made the complaint shall be notified. Each complaint will be immediately and thoroughly investigated in a professional manner.

Actions taken to investigate and resolve harassment complaints shall be conducted confidentially to the extent practicable, appropriate and legal in order to protect the privacy of persons involved. The person who is accused of engaging in harassing behavior will be notified and given an opportunity to respond verbally and/or in writing. The investigation may include interviews with parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have relevant knowledge.

The Employee will be notified of a decision or the status of the investigation in a timely manner. There will be no discrimination or retaliation against any individual who files a complaint in good faith, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action, which may include discharge, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.

- b. NOTICE OF ARREST OR CHARGE AGAINST EMPLOYEE – The Employee shall immediately notify the Executive Director and the Board, in writing, of any arrest or charge against the Employee, other than a minor traffic infraction.
- c. POLITICAL ACTIVITIES - Every Employee will have the right to express his or her views as a citizen, to cast his or her vote as he or she chooses, to hold membership in and to support a political party, or maintain political neutrality. Employees may also attend political meetings and take an active part in political campaigns during off duty hours. However, every Employee is prohibited from:
  - i. Using his/her official authority or influence, as an Employee, for the purpose of interfering with or affecting the result of an election or nomination for office.
  - ii. Directly or indirectly coercing, attempting to coerce, commanding, or advising an Employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.
  - iii. Participating in political activities during Work Hours.
- d. NEPOTISM

- i. Notwithstanding the protection under this Policy for an Employee's marital status, the following Policy provisions shall apply regarding the employment of relatives of employees of the Authority. For purposes of this Section of the Policy, "relative" means an individual who is related to an Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
  - ii. There shall be the following restrictions on the employment of any Employee's relatives with the Authority:
    1. A relative of any Employee with supervisory responsibility shall not be eligible for employment in or advancement to any position which reports directly to the supervisory Employee.
    2. An Employee shall not be eligible for advancement to any position with direct supervisory responsibility over a position in which a relative is employed.
- e. OUTSIDE EMPLOYMENT
- i. Employees shall not engage in any employment activity or enterprise which has been or may be determined to be inconsistent, incompatible, or in conflict with the duties, functions, or responsibilities of their Authority employment.
  - ii. Employees who desire to accept outside employment in addition to their employment with the Authority shall provide advance written notice to the Executive Director regarding the nature and extent of such anticipated outside employment. The Executive Director shall determine whether such anticipated employment conflicts with the duties and responsibilities of the Employee's Authority employment. If the Executive Director determines there is a conflict with the duties and responsibilities of the Employee and the outside employment sought, the Executive Director shall submit that determination to the Employee in writing within two (2) weeks of Employees submittal of written notice.
- f. SMOKING - Employee shall, at no time, have lighted tobacco products within an Authority facility.
- g. USE OF MAIL AND THE INTERNET
- i. This Section of the Policy is designed to protect the Authority, its Employees and its resources from the risks associated with use of E-Mail and Internet. E-Mail and Internet access are to be used to facilitate Authority business and only highly-limited, reasonable personal use is permitted.
  - ii. These Policy provisions do not forbid all personal use of E-Mail. Acceptable uses of E-Mail can be compared to those involving the telephone: the communication must be brief, must not interfere with work, must not subject the Authority to any additional costs, and must be consistent with the requirements set forth by this Policy. Employees are permitted to briefly visit

other non-sensitive Internet sites during non-work time, such as during their lunch break.

iii. The Authority's E-Mail or Internet access systems may NEVER be used in any of the following ways:

1. To harass, intimidate, or threaten another person.
2. To access or distribute obscene, abusive, libelous, or defamatory material.
3. To impersonate another user or mislead a recipient about your identity.
4. To access another person's E-Mail, if not specifically authorized to do so.
5. To bypass the systems' security mechanisms.
6. To distribute chain letters.
7. To participate in political or religious debate.
8. For any purpose which is illegal, against Authority policy, or contrary to the Authority's best interests.
9. To pursue an Employee's business interests which are unrelated to the Authority.

h. **CONFLICT OF INTEREST** - This Section of the Policy, with regard to conflict of interest, shall be construed in accordance with the regulations specified in Sections 112.311 (Legislative intent and declaration of policy) and 112.313 (Standards of conduct for public officers, employees of agencies, and local government attorneys), Florida Statutes. The intent of the law is to prohibit any public official or employee from having interests, from engaging in business activities, and from incurring any obligation "which is in substantial conflict with the proper discharge of his or her duties in the public interest." The law prohibits the following:

- i. The solicitation or acceptance by any Employee of any gift, loan, favor, reward, or service that would cause a reasonably prudent person to be influenced in the discharge of official duties, or that is based upon any understanding that the action and/or judgment of the official or Employee "would be influenced thereby."
- ii. An Employee from transacting business on behalf of the Authority with any agency in which either the Employee or a member of the Employee's immediate family has a "material interest."
- iii. An Employee from accepting compensation to influence any action in his/her official capacity with the Authority.
- iv. An Employee from using his/her position to secure a special privilege, benefit, or exemption for him/her or others.

- v. An Employee from holding any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the Authority.
  - vi. An Employee from disclosing or using information not available to the general public for his/her personal gain or for the gain of any other person or business entity.
  - vii. This section shall not be interpreted to prevent an Employee from engaging in a bona fide business transaction for goods and services from a firm doing business with the Employee when no special privilege or benefit is granted or sought by the Employee because of his or her status as an Authority Employee.
- i. SUBSTANCE ABUSE -
- i. Use, sale, dispensing or possession of illegal drugs or narcotics is prohibited on Authority premises.
  - ii. Unless approved in advance by the Board as part of a Board-sanctioned event, the use, sale, dispensing or possession of alcoholic beverages is prohibited on Authority premises.
  - iii. Appropriate disciplinary action will be taken against Employees who are in possession of or under the influence of alcohol or illegal drugs while on Authority premises.
- j. DRESS CODE –
- i. In order to balance the Authority’s image with the Employee’s freedom to make his or her own wardrobe choices, casual business wear will be acceptable in the office environment during regular business hours.
  - ii. The general parameters for casual business wear include using good judgment about what to wear during work days. Casual Business wear means comfortably fitting, clean, neat clothing, in good condition, that communicates a professional attitude. Dress standards apply to both women’s and men’s attire. The following items are inappropriate for office wear: apparel typically worn to the beach or for work in the yard or gym; clothing that is excessively revealing (transparent, or that overly exposes areas of the body such as the midriff or chest); bedroom slippers or flip flops; garments meant to be worn as underwear; T-shirts; or, attire with graphics or text endorsing gang membership, obscenity, illegal activities, violence, drugs, alcohol or tobacco.
  - iii. Exceptions:
    - 1. In an effort to have a work-friendly environment, Employees shall observe a Summer Dress Code, effective Monday through Friday, from Memorial Day to Labor Day. During the warm weather season, Employees shall have the opportunity to come to work in a more casual and relaxed atmosphere. An Employee’s schedule may dictate a

more traditional attire, such as attendance at Board or other business related meetings.

2. Other than a Summer Dress Code, Employees may observe a Dress Down Day each week, which will be designated by the Executive Director. The Executive Director may approve certain Dress Code exceptions on Dress Down Day.

iv. Enforcement:

1. The Executive Director shall interpret Dress Code Policy in light of the appropriateness to the work environment.
2. The Executive Director shall be responsible for ensuring that Employees dress in accordance with this Policy.
3. For the first violation, inappropriately dressed Employees shall be given a verbal warning and be sent home. For the second violation, inappropriately dressed Employees shall be given a written reprimand and be sent home. Any Employee sent home shall use annual leave to dress properly and return to work. Future violations shall result in progressive disciplinary actions.

## 5. RECRUITMENT AND SELECTION

- a. Job opportunities with the Authority are communicated through job postings on the Authority's website, paid advertisements, and any other means deemed necessary by the Executive Director.
- b. Job openings with the Authority should be posted for at least five workdays.
- c. The recruitment process for job openings shall require applicants to complete an Authority Employment Application.
- d. For a job applicant to be considered for employment, the applicant's Authority Employment Application shall:
  - i. Be submitted or postmarked on or before the deadline date.
  - ii. Be filed on the prescribed form.
  - iii. Be substantially complete.
  - iv. Reflect that the applicant possesses the required knowledge, skills, ability and experience.
  - v. Not in any way be falsified.
  - vi. Not reflect that the employment of the applicant would violate the Nepotism provisions of this Policy.
  - vii. Reflect that the applicant meets other valid and lawful employment requirements for the position which is vacant.

- e. After the advertising period, the Executive Director shall evaluate the applications that have been received to determine which job applicants met the criteria for further consideration, as described above.
- f. A selection committee (“Selection Committee”) will be formed by the Executive Director for each regular position or Temporary Position from three (3) months in duration to the maximum temporary time of two (2) years.
  - i. The Selection Committee shall be comprised, at a minimum, of the Executive Director and not less than two (2) other members.
  - ii. The Executive Director shall provide the Selection Committee the Authority Employment Applications for those applicants who met the criteria for further consideration.
  - iii. The Selection Committee shall:
    - 1. Prepare questions for the applicants’ job interviews.
    - 2. Identify the applicants for interview, from the pool of applicants who met the criteria for further consideration.
    - 3. Conduct interviews with applicants.
    - 4. Identify the Selection Committee’s top candidate(s), subsequent to the completion of interviews, and conduct and document no less than three (3) telephone employment reference checks for such candidate(s).
  - iv. Upon completion of satisfactory reference checks of no less than Selection Committee’s top candidate, the Executive Director shall obtain background checks, consistent with Board policy.
  - v. Upon completion of a satisfactory background check, the Executive Director shall seek the Board Chair’s concurrence to hire the recommended candidate, contingent upon the candidate’s successful completion of pre-employment drug testing, consistent with Board policy.
  - vi. Upon obtaining the Board Chair’s concurrence, the Executive Director shall provide written notice of intent to hire to the candidate, contingent upon the candidate’s successful completion of pre-employment drug testing, consistent with Board policy.
- g. A Selection Committee process will not be utilized for a Temporary Position that is less than three (3) months in duration. To fill a Temporary Position that is less than three (3) months in duration, the Executive Director shall:
  - i. Prepare questions for the applicants’ job interviews.
  - ii. Identify the applicants for interview, from the pool of applicants who met the criteria for consideration.
  - iii. Conduct interviews with applicants.

- iv. Identify his/her top candidate(s), subsequent to the completion of interviews, and conduct and document no less than three (3) telephone employment reference checks for such candidate(s).
- v. Upon completion of satisfactory reference checks of no less than the Executive Director's top candidate, the Executive Director shall obtain background checks, consistent with Board policy.
- vi. Upon completion of a satisfactory background check, the Executive Director shall seek the Board Chair's concurrence to hire the recommended candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with Board policy.
- vii. Upon obtaining the Board Chair's concurrence, the Executive Director shall provide written notice of intent to hire to the candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with Board policy.

#### **6. PROBATIONARY PERIOD AND INITIAL EVALUATION PERIOD**

- a. This Section shall not apply to Temporary Positions of less than six (6) months in duration.
- b. Full-Time and Part-Time Employees, with the exception of those Employees who are in a Temporary Position of less than six (6) months in duration, shall serve a probationary period. The probationary period should be considered the "working test" portion of the evaluation process. It shall be utilized to closely observe the Employee's work, determine suitability for continued employment and for ensuring the most effective adjustment of an Employee to the position.
- c. The probationary period shall be six (6) months in duration, unless extended.
- d. The Executive Director may, prior to the expiration of the probationary period of a particular Employee, extend the duration of a probationary period. No extension shall be allowed which would make the probationary period longer than eight (8) months.
- e. No less than two (2) weeks before the expiration of an Employee's probationary period, the Executive Director shall prepare a written performance evaluation that reflects the Employee's work performance during the evaluation period, and discuss such evaluation with the Employee.

#### **7. ANNUAL PERFORMANCE APPRAISAL**

- a. No later than one (1) month after an Employee's annual employment anniversary, the Executive Director shall prepare an annual written performance evaluation and discuss the evaluation with the Employee. Such annual performance evaluations shall reflect the Employee's work performance during the annual evaluation period.
- b. If an annual written Employee evaluation identifies areas for improvement, the Employee shall make efforts to address such areas and the Executive Director may, at their sole discretion, provide a subsequent written evaluation of the Employee's improvement or lack thereof no sooner than one (1) month after the Employee's receipt of the annual written Employee evaluation.

## 8. COMPENSATION

- a. The Employee's compensation will be defined by the Board and may be subject to increase during the term of the Employee's employment at the sole discretion of the Board.
- b. Employees shall be paid in accordance with the normal payroll schedule of the Authority and such pay shall be subject to normal payroll deductions.
- c. Overtime –
  - i. The established work week is forty (40) hours within a seven (7) day period, Saturday through Friday. Overtime is calculated at one and one-half (1-1/2) times an hour on hours worked over the established workweek. All Overtime work must have prior written authorization by the Executive Director; and not securing this authorization may result in disciplinary action.
  - ii. Workers' Compensation Leave and Administrative Leave are "paid leave," not "hours worked"; and such leave will not be counted toward overtime.
  - iii. Compensation for Overtime shall be administered by the following guidelines:
    1. Employees in exempt positions, as defined by the Fair Labor Standards Act, shall not be eligible for overtime compensation. However, if Overtime is worked by an Exempt Employee, compensatory leave credits equal to the overtime hours worked shall be granted ("Compensatory Leave"). The maximum accumulation of Compensatory Leave is eighty (80) hours. Additional accumulation can only be extended with the prior approval of the Board.
    2. Employees in non-exempt positions, according to Fair Labor Standards Act, who are authorized in advance by the Executive Director to work Overtime, shall be granted Compensatory Leave at the rate of one and one-half (1-1/2) hours for each Overtime hour worked or cash payment for Overtime worked at the rate of one and one-half (1-1/2) times that Employee's regular hourly rate of pay, at the discretion of the Executive Director.
  - iv. Compensatory Leave or cash compensation for overtime may only be granted when actual hours of work exceed forty (40) hours during the workweek. Holidays, however, shall be considered as hours worked for purposes of this section.
  - v. If Overtime is authorized using Compensatory Leave only, Employees must be notified before the Overtime is worked.
  - vi. Every effort should be made to schedule such the use of Compensatory Leave at the earliest possible date, with the Executive Director's prior approval.
- d. Time and Attendance Records - Employees are required to keep an accurate, daily accounting of all hours worked and leave used on the appropriate Authority form.

## 9. BENEFITS

- a. This Section shall not apply to Employees in Temporary Positions.
- b. Health Insurance.
  - i. The Authority offers a health insurance plan to the Employee, and to the Employee's family members and other persons who are eligible to participate in such health insurance plan ("Health Insurance").
  - ii. All Full-Time Employees are eligible to participate in Health Insurance. To the extent the Full-Time Employee participates in the offered Health Insurance, the Authority shall pay ninety percent (90%) of the cost of the Health Insurance premium; and Employee shall pay the remaining ten percent (10%) cost of the Health Insurance premium and all out of pocket costs including but not limited to co-payments and deductibles.
  - iii. Part-Time Employees, who have been employed by the Authority for no less than two (2) years and whose scheduled Work Hours are not less than twenty (20) hours per week, are eligible to participate in Health Insurance ("Health Insurance Eligible Part-Time Employee").
    1. To the extent the Health Insurance Eligible Part-Time Employee participates in the offered Health Insurance, the Authority shall pay ninety percent (90%) of the cost of the Health Insurance premium for single coverage and all out of pocket costs including but not limited to co-payments and deductibles.
    2. If the Health Insurance Eligible Part-Time Employee seeks to provide Health Insurance for additional eligible persons, such as two person or family coverage, the Health Insurance Eligible Part-Time Employee shall pay the health insurance premium cost in excess of ninety (90%) of the Health Insurance premium for single coverage and all out of pocket costs including but not limited to co-payments and deductibles.
  - iv. Employees must enroll in Health Insurance within the first 30 days of Authority employment or wait until the annual open enrollment period.
- c. Annual and Sick Days.
  - i. Accrual Rates.
    1. Annual Leave – Full-Time Employees shall accrue annual leave at the following monthly rates,
      - a. Eight (8) hours per calendar month effective upon employment.
      - b. Ten (10) hours per calendar month after completion of five (5) years of Authority employment.
      - c. Twelve (12) hours per calendar month after completion of ten (10) years of Authority employment.
      - d. Thirteen (13) hours per calendar month after completion of fifteen (15) years of Authority employment.

- e. Fourteen (14) hours per calendar month after completion of twenty (20) years of Authority employment.
    - f. Sixteen (16) hours per calendar month after completion of twenty-five (25) years of Authority employment.
  2. Sick Leave - Employee shall accrue eight (8) hours of sick leave per calendar month effective upon employment..
  3. Accrual rates for annual leave and sick leave shall be prorated for:
    - a. Employment periods of less than one calendar month, and
    - b. Part-Time Employees, in proportion to their regularly scheduled and Working Hours (i.e., a Part-Time Employee regularly scheduled and budgeted to work twenty (20) hours per week would accrue 50% of the Full-Time Employee's annual leave and sick leave).
- ii. Annual leave and sick leave shall be accrued on the last day of each calendar month during which the Employee is employed by the Authority.
- iii. The Employee's accrued annual leave balance shall be reduced, as necessary, to two hundred forty hours as of September 30 of each fiscal year. At no time shall the Employee be compensated for any accrued annual leave balance in excess of two hundred forty (240) hours. There is no limitation on the amount of sick leave hours that may be accrued.
- iv. Reimbursement at Termination. Upon termination, the Employee will be reimbursed as follows for accrued annual leave, sick leave, and Compensatory Leave balances ("Leave Payout"):
  1. If the Employee provides to the Executive Director no less than two weeks advance written notice of resignation, or if the Authority terminates the Employee:
    - a. For the balance of the Employee's accrued annual leave, Employee shall be reimbursed at the rate of one (1) hour of pay for every hour of Employee's accrued annual leave balance not to exceed two hundred forty (240) hours; and
    - b. For the balance of the Employee's accrued sick leave, Employee shall be reimbursed at the rate of twenty-five percent (25%) of one (1) hour of pay for every hour of Employee's accrued sick leave balance at the time of termination.
  2. If the Employee terminates the Employee's employment with the Authority without providing the Executive Director two weeks advance written notice of resignation, the Employee shall only be paid for Compensatory Leave balance, at the rate of one (1) hour of pay for every hour of Employee's accrued Compensatory Leave balance, and Employee shall not be paid and shall not be owed any compensation for any remaining Leave Payout.

- v. Taking Leave. The expectations of the Authority are that the Employee shall schedule the taking of annual leave and Compensatory Leave in consideration of the needs of the Authority. Employee shall provide reasonable notice to the Executive Director in advance of annual leave and Compensatory Leave being taken for more than two consecutive business days and as soon as reasonably possible for sick leave being taken; however such notice for sick leave shall be provided no later than one hour after the start of the normal business day.
  - d. Florida Retirement System. The Authority participates in the Florida Retirement System. The Authority shall pay all required employer contributions, as a percentage of the Employees' compensation and Leave Payout that is eligible under the Florida Retirement System for Employee's membership in the Florida Retirement System as a Regular Class member.
  - e. Holidays. The Employee shall annually be entitled to the following nine days off from work with pay ("Holiday Leave"):
    - i. The same days as the State of Florida's Employees observe which are the following holidays: (a) New Year's Day, (b) Birthday of Martin Luther King, Jr., (c) Memorial Day, (d) Independence Day, (e) Labor Day, (f) Veteran's Day, (g) Thanksgiving Day, (h) the day after Thanksgiving and (i) Christmas; and
    - ii. Either the business day before or the business day after the observed Christmas holiday; the selection of which of these two days shall require the Executive Director's approval.
  - f. Bereavement. The Employee shall be granted three (3) days of leave with pay upon the death the Employee's spouse, or the grandparents, parents, brothers, sisters, children, and grandchildren of both the Employee and the Employee's spouse ("Bereavement Leave"). Notification of the need for Bereavement Leave must be made as soon as possible to the Executive Director and, if the Executive Director is unavailable, the Employee shall provide notification of the need for Bereavement Leave to the Board's Chair.
  - g. Administrative Leave. If the Employee is summoned by the Court as a member of a jury panel or jury pool, or is subpoenaed as a witness not involving personal litigation, the Employee shall be granted Administrative Leave with pay for the time the Employee is serving in such capacity. Notification of the need for Administrative Leave must be made as soon as possible to the Executive Director and, if the Executive Director is unavailable, the Employee shall provide notification of need for Administrative Leave to the Board's Chair. The Board may, at its sole discretion, place the Employee on Administrative Leave, with or without pay, for reasons other than those stated above, if it is determined by the Board to be in the Authority's best interest.
10. **TERMINATION** - The Employee's employment with the Authority may be terminated at any time by the Authority or by the Employee pursuant to the following provisions:

- a. Death. In the event of the Employee's death, the Employee's employment shall terminate automatically, effective as of the date of death, and the Authority shall pay to Employee's estate the amounts which would otherwise be paid to the Employee up to and including the date of death.
- b. By the Employee. The Employee may terminate the Employee's employment with the Authority, for any reason and at any time upon two (2) weeks prior written notice to the Authority. If the Employee terminates their employment with the Authority, the Employee shall not be paid any compensation or be provided any benefits after Employee's last day of active employment with the Authority, other than benefits and compensation already accrued.
- c. By the Authority. Termination of the Employee by the Authority shall only occur upon recommendation of the Executive Director and with the concurrence of the Board's Chair, or upon a motion passing upon the affirmative vote of a majority of the Board at any duly noticed regular or special meeting at which a quorum is present. The Employee's employment may be terminated in the sole judgment and discretion of the Authority. Such termination shall be effective with no less than fourteen (14) calendar days' advance written notice to the Employee or, in lieu of such notice, such termination may be effective immediately and Employee shall receive payment for eighty (80) hours of the Employee's regular rate of pay.
- d. Effect of Termination. Upon termination of Authority employment, Employee shall be entitled to receive owed compensation and benefits payable through the effective date of termination and any payments due regarding payment in lieu of notice of termination. The Authority shall be entitled to deduct from any such payment any amounts owed by the Employee to the Authority. Following payment of such amounts, the Authority shall have no further obligation to the Employee.

## 11. DISCIPLINE

- a. The Executive Director has the authority to give an oral or written warning to an Employee and effectively recommend to the Board's Chair other disciplinary action. In cases of fighting, threat or use of weapon on the job, the possession of illegal substance, intoxicant or abuse of Authority property, the Executive Director has the authority to suspend the Employee immediately. The authority to administer all other disciplinary action requires the Executive Director to obtain the Board Chair's concurrence in advance of taking such action.
- b. Disciplinary action should be administered in a progressive manner. Types of disciplinary actions follow:
  - i. Oral Warning - This is the least severe disciplinary action. It should serve as an "alert mechanism" to establish more satisfactory performance or behavior. A written account including the date and nature of the oral warning shall be made for reference. An Employee shall be advised when an oral warning is being made. The Oral Warning will be witnessed by either the General Counsel or the Board Chair.

1. The Executive Director is authorized to give a verbal warning to an Employee in order to establish or reestablish satisfactory performance or behavior.
  2. An effective oral warning includes a clear description of the correct performance or behavior which is desired and notice to the Employee that the conversation is to be considered an oral warning. The Executive Director shall document such oral warning in an informal written record (incident file). Such documentation should include the date of the oral warning and, if possible, a brief summary of the conversation to include major points, requests, suggestions, directions, etc. given to the Employee by the Executive Director and any remedial action agreed upon by the Employee.
- ii. Written Warning - This is a disciplinary action whereby the Employee is notified in writing of unsatisfactory conduct or performance.
1. The Executive Director has the authority to issue a written warning.
  2. A good written warning should include a clear description of the correct behavior which is expected, reference to the fact that the written notice constitutes a written warning and a statement that continued unsatisfactory performance or conduct will result in more severe disciplinary action.
  3. Following discussion with the Employee, the original written warning, signed by the Executive Director and the Employee, will be filed in the Employee's personnel record and a copy is to be provided to the Employee.
- iii. Suspension - An Employee may be suspended with or without pay for disciplinary reasons for a length of a time that the Authority considers appropriate. This action may only be taken by the Executive Director with the concurrence of the Board's Chair. If a workplace situation necessitates the immediate removal of an Employee from the Work Area, the Executive Director may immediately suspend the Employee with notification to the Board and direct the Employee to report back to the Executive Director at a specific date and time, within two (2) working days, concerning further disposition of the matter.
- iv. Termination – An Employee's Termination from Authority employment is the most severe form of discipline. Terminations may be necessary for reasons such as unacceptable personal conduct, unsatisfactory work performance, or failure to observe Authority rules and regulations. This action may only be taken by the Executive Director after obtaining the concurrence of the Board's Chair or upon a motion passing upon the affirmative vote of a majority of the Board at any duly noticed regular or special meeting at which a quorum is present.

- c. The severity of any disciplinary action should be related to the gravity of the offense, and the Employee's work and discipline record and the Employee's length of Authority service.
- d. Guidelines for Disciplinary Action for First Offenses - Listed below are guidelines for disciplinary action involving first offenses. The list is not intended to be exhaustive nor are the suggested actions for any offense required. The circumstances of each case shall govern the disciplinary action.
  - i. Misconduct Normally Resulting in an Oral Warning:
    - 1. Absenteeism;
    - 2. Tardiness;
    - 3. Failure to perform assigned duties properly or in a timely manner;
    - 4. Failure to notify Executive Director of absences;
    - 5. Failure to follow documented office practices, procedures and protocol.
  - ii. Misconduct Normally Resulting in a Written Warning for First Offense
    - 1. Absence without authorized leave;
    - 2. Offensive conduct or abusive language;
    - 3. Improper use of Authority equipment;
    - 4. Leaving assigned Work Area without permission, when responsibility mandates a presence;
    - 5. Abuse of sick leave.
  - iii. Misconduct Normally Resulting in Suspension for First Offense
    - 1. Insubordination; (i.e. including but not limited to intentional failure or refusal to carry out a directive from the Executive Director).
    - 2. Sleeping on the job;
    - 3. Fighting on the job;
    - 4. Inappropriate conduct resulting in a violation of Authority policy.
  - iv. Misconduct Normally Resulting in Termination for First Offense
    - 1. Conviction of a felony;
    - 2. Abuse or theft of Authority property;
    - 3. Willfully making false statements about Authority Employees or members of the Board;
    - 4. Falsification of records such as, but not limited to, time and attendance, employment history, travel vouchers;
    - 5. Illegal acceptance of gratuities;

6. Possession or use of intoxicants or controlled substances on the job;
  7. Violence leading to the injury of another or destruction of Authority property;
  8. Abandonment of job (three successive work days missed without notification to Executive Director);
  9. Threat or use of weapon on the job.
- e. Authority Standards - It is the policy of the Authority that what a person does on his or her own time is exclusive of employment with the Authority. However, such policy is not absolute. If an Employee's outside conduct impairs the reputation of the Authority; causes the Employee to be unable to perform work or appear at work; or leads to refusal or reluctance on the part of others to work with the Employee, barring protection under law; then the Executive Director and the Board are justified in taking disciplinary action. When an Employee is on Authority property, he or she is subject to the Authority's work standards. An Employee officially representing the Authority at a location other than his or her normal place of work is accountable for compliance with the Authority's policies, procedures, and standards
12. **GRIEVANCE** - This process is intended to provide a method for Employee complaints to be heard and acted upon by the appropriate authority in an appropriate time frame and fair manner.
- a. A grievance can be filed for work-related dissatisfaction. Grievances cannot be filed due to administrative policy, disciplinary oral or written warnings or performance evaluations (unless it is alleged that the evaluation was based on factor(s) other than performance).
  - b. Most job related dissatisfaction or problems can be handled by the Executive Director, and the first step in resolving work related problems or dissatisfaction is always to attempt to resolve them with the Executive Director. If unsuccessful, and the Employee seeks to address the Board's Chair, the Employee will notify the Executive Director of the Employee's intent to continue the grievance process to the Board's Chair.
    - i. The Employee will provide the Board's Chair a written description of the Employee's grievance.
    - ii. The Board's Chair will address the Employee's grievance as the Board's Chair deems appropriate.
  - c. If the Employee seeks to continue the grievance process beyond the Board's Chair, the Employee will notify the Executive Director of the Employee's intent to continue the grievance process.