

CLASSIFICATION AND PAY PROCEDURES

FOR THE EMPLOYEES OF THE

CLERK OF COURTS OPERATION CORPORATIONS (CCOC)

OF THE

STATE OF FLORIDA

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TABLE OF CONTENTS

INTRODUCTION.....	5
AUTHORITY.....	5
SCOPE AND PURPOSE	5
STATEMENTS OF POLICY	5
CHAPTER 1 - CLASSIFICATION PLAN.....	6
1.01 SCOPE AND PURPOSE	6
1.02 STATEMENTS OF POLICY	6
1.03 ADMINISTRATION OF THE PLAN	7
1.04 CLASS SPECIFICATIONS	7
1.05 POSITION DESCRIPTION.....	8
1.06 EXERCISE OF CLASSIFICATION AUTHORITY AND PROCEDURES.....	8
1.07 ASSIGNMENT OF LEAD-WORKER DUTIES.	9
1.08 USE OF CLASS TITLES.	10
CHAPTER 2 - PAY PLAN.....	11
2.01 SCOPE AND PURPOSE	11
2.02 STATEMENTS OF POLICY	11
2.03 SALARY SCHEDULE.....	13
2.04 EMPLOYMENT SALARY	13
2.05 SALARY INCREASES	14
2.06 PAY UPON DEMOTION	14
2.07 DOWNWARD PAY ADJUSTMENTS	14
2.08 PAY FOR LESS THAN FULL-TIME EMPLOYMENT	15
2.09 OVERLAP IN POSITION.....	16
2.10 DUAL EMPLOYMENT AND COMPENSATION	16
2.11 OFF DUTY EMPLOYMENT.....	16
2.12 PROCESSING OF PAY CHANGES	17
2.13 BUDGETARY LIMITATIONS.....	17
2.14 COMPUTATION OF HOURLY RATE.....	17

2.15	EFFECTIVE DATE OF SALARY CHANGES	18
2.16	PAYROLL CORRECTIONS DUE TO CLERICAL ERRORS.....	18
2.17	ACTIONS INCONSISTENT WITH PAY PLAN OR FLORIDA STATUTES	18
2.18	PAY FOR COMPENSATORY TIME.....	18
2.19	REPORTING TO COMMISSION.....	18
CHAPTER 3 - ATTENDANCE AND LEAVE.....		19
3.01	SCOPE AND PURPOSE.	19
3.02	STATEMENTS OF POLICY.	19
3.03	HOURS OF WORK.	21
3.04	RECORD KEEPING.	22
3.05	OVERTIME.....	22
3.06	HOLIDAYS AND OTHER AUTHORIZED ACTIVITIES.	23
3.07	ANNUAL LEAVE.....	25
3.08	SICK LEAVE	28
3.09	DISABILITY LEAVE.....	30
3.10	ADMINISTRATIVE LEAVE.	32
3.11	MILITARY LEAVE.....	36
3.12	LEAVE IN CONNECTION WITH INJURED MEMBER OF THE ARMED FORCES	41
3.13	EDUCATIONAL LEAVE WITH PAY	45
3.14	FAMILY AND MEDICAL LEAVE.....	45
3.15	DOMESTIC LEAVE PAY.....	49
3.16	OTHER LEAVE WITHOUT PAY.....	49
CHAPTER 4 - EMPLOYEES PERFORMANCE EVALUATIONS		50
4.01	SCOPE AND PURPOSE.	50
4.02	STATEMENTS OF POLICY.....	50
4.03	PROCEDURES	50
CHAPTER 5 - DISCIPLINARY ACTIONS AND GRIEVANCES.....		53
5.01	SCOPE AND PURPOSE.	53
5.02	STATEMENTS OF POLICY.....	53

5.03	DISCIPLINARY ACTIONS.....	53
5.04	GRIEVANCES.....	54
CHAPTER 6 - DEFINITIONS		55
6.01	DEFINITIONS.....	55
CHAPTER 7 - RECOGNITION AWARDS PROGRAM.....		58
7.01	SCOPE AND PURPOSE.....	58
7.02	STATEMENTS OF POLICY.....	58
7.03	RECOGNITION AWARDS.....	58
CHAPTER 8 - MANAGEMENT EMPLOYEES.....		59
8.01	SCOPE AND PURPOSE.....	59
8.02	STATEMENTS OF POLICY.....	59
8.03	DESIGNATION OF MANAGEMENT CLASSES.....	59
8.04	APPOINTMENT.....	59
8.05	RULES AND PROCEDURES.....	60
8.06	ATTENDANCE AND LEAVE.....	60
8.08	INSURANCE BENEFITS.....	60
8.09	TRANSITION PROVISIONS.....	60
8.10	SEPARATIONS.....	61
CHAPTER 9 – EXECUTIVE DIRECTOR.....		62
9.01	SCOPE AND PURPOSE.....	62
9.02	STATEMENTS OF POLICY.....	62
9.03	SALARY AND BENEFITS.....	62
APPENDIX A – PAY PLAN SCHEDULES.....		64
APPENDIX B – CLASS SPECIFICATIONS/.....		65
POSITION DESCRIPTIONS.....		65
APPENDIX C – ORGANIZATIONAL CHART.....		74

INTRODUCTION

AUTHORITY

Florida Statutes section 28.36 as amended by SB 2108. The Florida Legislature, effective July 1, 2009, requires that "the employees of the corporation shall be governed by the classification plan and salary and benefits plan of the Justice Administrative Commission. The classification plan must have a separate chapter for the corporation. The functions assigned to the corporation shall be performed by an executive council pursuant to the plan of operation approved by the members."

SCOPE AND PURPOSE

These rules were adopted by the Executive Council of the CCOC effective July 1, 2009, and amended subsequently, as general guidelines in administering the Classification and Pay Plan applicable to employees filling authorized and established positions in the CCOC office. It is intended to provide a uniform method of recruitment, hiring, advancement, position salary classification, administration, benefits, and other related activities. No section of this plan is intended to restrict or supersede any applicable federal law (i.e. Federal Wage and Hour Law, Family and Medical Leave Act of 1993, etc.).

STATEMENTS OF POLICY

- (1) The respective pay plans for the Office of State Courts Administrator, Justice Administrative Commission, State Attorneys and Public Defenders were the basis for these rules.
- (2) For the purpose of these rules, the Executive Director is considered to be the employer.
- (2) All employees of the CCOC are exempt from the State of Florida Career Service System and serve at the pleasure of the employer. The Executive Director serves at the pleasure of the Executive Council.
- (3) The Executive Director has the authority to hire personnel at the minimum or at any level up to the maximum of the pay grade, promote, reclassify and/or grant salary increases to personnel and otherwise administer the pay plan subject only to the limitation of these rules, appropriated funds and statutory limitations.

CHAPTER 1 - CLASSIFICATION PLAN

- 1.01 Scope and Purpose
- 1.02 Statements of Policy
- 1.03 Administration of the Plan
- 1.04 Class Specification
- 1.05 Position Descriptions
- 1.06 Exercise of Classification Authority and Procedures
- 1.07 Assignment of Lead-Worker Duties
- 1.08 Use of Class Titles

1.01 SCOPE AND PURPOSE

This chapter sets forth the rules for the establishment, maintenance, and administration of the uniform Classification Plan applicable to the positions in the Clerk of Courts Operation Corporation, hereinafter referred to as the CCOC.

1.02 STATEMENTS OF POLICY

- (1) The Executive Council shall establish and maintain a uniform Classification Plan applicable to positions in the CCOC, and shall be responsible for the overall coordination, review and maintenance of the plan. The plan shall consist of, but not limited to, (1) all approved classes of positions, (2) the class specifications for all approved classes of positions, (3) the allocation of each position to its proper class, and (4) the rules governing the administration of the plan.
- (2) Each class shall be defined by a class specification, assigned to an appropriate pay grade, a class code, class title.
- (3) Approved classes shall be listed in the CCOC Salary Schedule and shall include:
 - (a) Class Code;
 - (b) Class Title;
 - (c) Pay Grade;
 - (d) Overtime Designation (FLSA);
 - (e) Equal Employment Opportunity Designation;

- (f) Monthly Pay Grade Minimum and Maximums; and
 - (g) Retirement Type.
- (4) Positions shall not be allocated to a class which has not been approved as part of the Classification Plan.
- (5) No action shall be taken to fill any position until it has been classified in accordance with the Classification Plan.

1.03 ADMINISTRATION OF THE PLAN

- (1) The responsibilities of the CCOC Executive Council shall be:
- (a) The employment of the Executive Director of CCOC.
 - (b) The establishment of any necessary revisions of the CCOC Classification Plan, fixing the annual salary and benefits of the Executive Director.
 - (c) The approval of any class codes for inclusion as a Management Employee Class or Select Exempt Service (SES).
 - (d) The annual approval of the CCOC Classification and Pay Plan.
- (2) The primary responsibility for the day-to-day administration of the Classification Plan rests with the Executive Director, or his/her designee. The responsibilities of the Executive Director shall be:
- (a) The overall coordination, review and maintenance of the Classification Plan.
 - (b) The establishment of new classes and the revision or abolishment of existing classes.
 - (c) The conduct of periodic studies and surveys to assure that the Classification Plan is maintained on a current basis.

1.04 CLASS SPECIFICATIONS

- (1) Classes shall be established, revised or abolished by the Executive Director, which are subject to annual approval by the Council, as necessary for the current maintenance of the Classification Plan, and such changes to the Plan shall be reflected in the class specifications.
- (2) Each class specification shall contain the characteristics, allocation factors and concepts for positions that will be allocated to the class. While the exact duties and responsibilities of

positions in a class may differ, all positions allocated to a class shall be sufficiently similar as to kind of work, level of difficulty or responsibility, and qualification requirements to warrant like treatment.

(3) The training and experience requirements of a class shall be job related and reflect those knowledge, skills and abilities that an individual would need upon entry to a position in the class. The following shall be considered in establishing training and experience requirements:

(a) Training and experience requirements shall not be recommended or determined by the level of pay that is desired for the class.

(b) Training and experience requirements shall be structured, where possible, to facilitate the progression of employees from lower to higher or lateral levels of work without artificial barriers.

(c) Training and experience requirements shall state specific kinds and amounts of qualifying experience and/or education required for applicants to be eligible for a class.

(d) Training and experience requirements shall not include age, sex, or physical requirements unless they are justifiable occupational/essential qualifications for the work to be performed.

(e) Training and experience requirements shall not include statements related to conduct or reputation of applicants unless required by law.

(f) Necessary special requirements shall be included where required by law or when such requirements can be clearly shown to be essential.

(g) Minimum requirements as reflected on the class specifications may be substituted by an equivalent combination of training and/or experience.

1.05 POSITION DESCRIPTION

The CCOC shall maintain a current position description for each established position authorized. The current position description shall serve as the official record of the duties and responsibilities assigned the position and shall be used to officially classify the position.

1.06 EXERCISE OF CLASSIFICATION AUTHORITY AND PROCEDURES.

- (1) The Executive Director shall have the authority and responsibility to classify positions authorized by the Legislature or authorized pursuant to Section 216.262, F.S.; to classify positions that are added in lieu of positions deleted pursuant to Section 216.262, F.S. and to reclassify established positions.
- (2) Classification and reclassification actions taken by the Executive Director shall be within classes of positions established in Classification Plan approved by the CCOC Executive Council.
- (3) When classification or reclassification action is taken by the Executive Director, a current position description shall be completed and filed at the CCOC within thirty (30) days of the effective date of any such action.
- (4) If a new class or class revision is requested, the Executive Director may furnish a position description and proposed class specifications to the Personnel Administrative Committee of the CCOC for review and recommendations to the CCOC Executive Council for appropriate action within a reasonable period of time. Upon approval by the Council, the class will be established.
- (5) When a position is classified and when a reclassification or classification correction is effected, the pay for the employee filling that position shall be determined in accordance with the provisions of the pay plan established in these procedures.

1.07 ASSIGNMENT OF LEAD-WORKER DUTIES.

- (1) If there are several positions in the same class or a different class with the same pay grade located in the same work unit, one or more of the positions may be assigned lead-worker duties provided:
 - (a) The assignment of duties and responsibilities of a limited supervisory nature is in addition to the normal duties and responsibilities of the position.
 - (b) The additional responsibilities do not justify reclassification of the position to a supervisory class.
- (2) If lead-worker duties are assigned a position, an approved position description shall be prepared and processed in the same manner as a reclassification action.
- (3) An employee filling a lead-worker position shall be paid in accordance with the provision of the pay plan established in these procedures.

1.08 USE OF CLASS TITLES.

Official class titles and class codes shall be used on all personnel payroll records and in the preparation of legislative and operating budgets.

CHAPTER 2 - PAY PLAN

- 2.01 Scope and Purpose
- 2.02 Statements of Policy
- 2.03 Salary Schedule
- 2.04 Employment Increases
- 2.05 Salary Increases
- 2.06 On-Call Fees
- 2.07 Pay Upon Demotion
- 2.08 Downward Pay Adjustments
- 2.09 Pay for Less Than Full-Time Employment
- 2.10 Overlap in Position
- 2.11 Dual Employment and Compensation
- 2.12 Processing Pay Changes
- 2.13 Budgetary Limitations
- 2.14 Computation of Hourly Rate
- 2.15 Effective Date of Salary Changes
- 2.16 Payroll Corrections Due to Clerical Errors
- 2.17 Insurance Benefits for Assistant State Attorneys
- 2.18 Actions Inconsistent with Pay Plan or Florida Statutes

2.01 SCOPE AND PURPOSE

This chapter sets forth the rules for the establishment, maintenance, and administration of an equitable pay plan, which shall be applicable to positions in the Clerk of Courts Operations Corporation, hereinafter referred to as the CCOC.

2.02 STATEMENTS OF POLICY

(1) The Pay Plan shall consist of:

(a) the official Schedule of Pay Ranges,

(b) the official Salary Schedule, and

(c) the rules governing the administration of the Pay Plan.

- (2) The Schedule of Pay Ranges shall consist of all pay grades and their assigned pay ranges. The Executive Director, with the approval of the Executive Council, shall adjust the number of pay grades and revise salary ranges as necessary to maintain a competitive Schedule of Pay Ranges.
- (3) Each pay range shall be structured in such a way that a minimum and maximum rate is established.
- (4) The Salary Schedule shall consist of, but not be limited to, class codes, class titles, pay grades, and the minimum and maximum rates of pay for all classes.
- (5) The Executive Director shall review and recommend to the Counsel all pay grade assignments for the purpose of making pay changes that will maintain a competitive pay plan.
- (6) An employee previously employed by the State or CCOC may be employed at the rate received from the previous State or CCOC position even though said rate of pay exceeds the maximum providing that the position is equal or higher in responsibilities related to knowledge, skills, and abilities than the position that the employee transferred from and that there is sufficient budget authority to manage and maintain the larger pay rate.
- (7) Because CCOC staff are administratively housed under the Justice Administrative Commission which is a part of the state of Florida, and because the Corporation employees work closely with many parts of our clerks, criminal justice and judicial system, all employees are expected to maintain the highest standards of proficiency and integrity. In addition to the rules herein, all employees must follow all applicable federal, state and local laws and ordinances, including Florida's statutory requirements regarding Ethics. Off duty conduct can be grounds for administrative or disciplinary action.
- (8) There shall be no reasonable expectation of privacy in the workplace. All communications, including e-mails, are subject to monitoring for purposes of security as well as compliance with policies and instructions. Desks, file cabinets, computers, etc., are subject to inspection by supervisory personnel at any time. No employee shall have a locked office, desk, file cabinet, etc., unless the employee's supervisor has a key for entry as the supervisor, or other management personnel, deems appropriate.

2.03 SALARY SCHEDULE

The distribution of pay package funds for the CCOC shall be determined by the Executive Director, consistent with Legislative intent. All employees shall be paid in accordance with the rates shown in the official Salary Schedule and the provisions of this chapter.

2.04 EMPLOYMENT SALARY

An employee shall be paid at the minimum of the pay range for the class to which appointed, unless a higher or lower salary is approved for the employee by the Executive Director or their designee as follows:

- (1) The employee possesses training and/or experience substantially above the minimum training and experience required for the class and the Executive Director or their designee determines that the employee is exceptionally well qualified for the position. In such cases, the Executive Director or their designee may pay the employee at any rate up to 10% above the minimum of the pay range established for the class to which the appointment is being made. Any higher starting rate based on this qualification must be approved by the Executive Council.
- (2) An employee who is given a reinstatement appointment may, at the discretion of the Executive Director, be paid at any rate within the pay range for the class to which the employee is being reinstated, which is equal to or below the rate being paid at the time of separation. The employee shall not be eligible for adjustments in the pay range while not employed; however, if the employee's rate at the time of separation was lower than the current minimum of the pay range for the class, the employee shall be paid at least the current minimum rate, and may be paid at the discretion of the Executive Director or their designee, up to 10% above the minimum of the pay range for the class if the employee possesses training and/or experience substantially above the minimum training and experience required for the class. Any higher starting rate based on this qualification must be approved by the Executive Council.
- (3) An employee who has been granted an authorized leave of absence without pay shall be paid at the same rate being paid at the time leave was granted except that, upon return from leave, the employee shall be granted any adjustments made in the pay range during such absence. In determining the amount of adjustment which the employee shall be granted, the same implementation instructions which applied to all employees in that class shall be followed.
- (4) An employee who is appointed with emergency status shall be paid in accordance with the provision of this section, however, when the employee does not possess the minimum training and

experience required for the class to which appointed, the employee may be paid below the minimum of the pay range for the class.

- (5) An employee that has transferred from a lower position from within the State or CCOC may receive up to 10% more than their previous salary level to take them above the minimum pay range for the class as long as it does not exceed the maximum pay range of the class.

2.05 SALARY INCREASES

An employee shall be eligible to receive salary increases at any time as follows:

- (1) A merit salary adjustment - May be granted by the Executive Director to an employee who has received an exceptional or clearly outstanding performance evaluation.
- (2) An upward pay adjustment - May be granted by the Executive Director to an employee whose class has had a pay range increase, or whose position has had a lead-worker designation.
- (3) A special pay increase - If unusual conditions exist, which justify pay increases not provided for in this chapter, the Executive Director may approve a permanent or temporary special pay increase for any employee. Conditions may include, but not limited to, one or more of the following: Reassignment, transfer, added duties and responsibilities, superior proficiency, education and training, competitive job offer, and internal pay relationships.
- (4) A promotion - An employee's salary shall be increased at least to the minimum for the class to which the employee is promoted and up to 10% above their previous salary.
- (5) The Executive Director shall timely inform the Commission of salary increases pursuant to this section.

2.06 PAY UPON DEMOTION

- (1) An employee may be demoted with or without a reduction in pay, at the discretion of the Executive Director or their designee.
- (2) An employee who is demoted shall not be granted a pay increase at the time of demotion.

2.07 DOWNWARD PAY ADJUSTMENTS

When a class has a pay range decrease, the pay of employees within that class shall not be changed.

2.08 PAY FOR LESS THAN FULL-TIME EMPLOYMENT

- (1) An employee who is paid on a monthly basis and is filling an established position on a part-time basis or who is employed or separated during a pay period shall have the pay determined in accordance with the following:

- (a) Where the employee is on the payroll for less than a full month:

$$\text{Amount to be paid} = \frac{\text{Hours Worked in the Month} \times \text{Monthly Rate}}{\text{No. of Work Hours in Month}}$$

Hours worked in the month are defined as hours actually worked, time off with approved leave with pay, or time off due to a holiday falling within the period the employee is on the payroll. Number of work hours in the month is determined by multiplying 8 x the number of work days in the month. To determine the monthly rate where an employee is paid on an hourly basis the following shall be used:

1. Hourly Rate x 2080 = Annual Rate
2. Annual Rate divided by 12 = Monthly Rate

- (b) Where employed on a part-time basis:

Amount to be paid = Regular full-time monthly rate x percentage of time worked by the employee each month.

- (2) In applying the formula set forth in this section for determining less than full-time employment, the following shall apply:

- (a) All new employees - The number of hours worked shall be the number of hours on duty plus any holidays falling after the employee's first day of work.
- (b) Part-time employees - The number of hours worked shall be the number of hours on duty plus any leave with pay and a prorated number of hours for any holidays falling during the pay period after the first day of work.
- (c) Employees separating from the CCOC - The number of hours worked shall be the number of hours on duty plus any leave with pay and any holidays falling prior to the employee's last day of employment.

2.09 OVERLAP IN POSITION

Section 216.262(3), Florida Statutes, provides that no full-time position shall be filled by more than the equivalent of one full time officer or employee except when extenuating circumstances exist.

- (1) The Executive Director or their appointed designee may authorize the overlapping of positions if the employee is appointed to perform the duties of another person in a filled position.
- (2) It is the responsibility of the Executive Director to insure that each overlap is justified as being in the best interest of the State.

2.10 DUAL EMPLOYMENT AND COMPENSATION

Section 216.262(1)(e), Florida Statutes, provided that no individual employed by a state agency may fill more than a total of one full-time equivalent established position, receive compensation simultaneously from any appropriation other than appropriations for salaries, or receive compensation simultaneously from more than one state agency. All CCOC employees must comply with the intent of that statute and requests for dual employment and compensation shall be approved by the Executive Director or their designee.

- (1) In considering requests for dual employment and compensation, the CCOC shall apply the following criteria:
 - (a) Compensation must be commensurate with assigned duties.
 - (b) There must be a demonstrated need for the proposed action.
 - (c) The services must not give rise to the appearance of a conflict of interest or otherwise violate legislative intent.
- (2) The employee seeking dual employment and compensation shall initiate a Dual Employment and Compensation Request in accordance with the instructions on the form.

2.11 OFF DUTY EMPLOYMENT

- (1) Off duty employment shall not conflict with, or adversely impact, the employee's employment at CCOC. The employee must notify the Executive Director if any potential conflicts arise after the employee is approved for off duty employment.
- (2) Off duty employment shall be requested in writing using the same form as in Dual Employment. The employee will attach a thorough description of the duties to be performed, and the expected

schedule of work. Any changes to the duties or the schedule must be provided to the Executive Director within one week of notice to the employee.

- (3) The Executive Director may direct that the employee cease off duty employment at any time, if, in the judgment of the Executive Director, such off duty employment appears to be adversely affecting the employee's abilities to perform duties at the CCOC, or creates an actual or perceived conflict with any duties or responsibilities with the CCOC in general. Reasons shall include, but not be limited to, tardiness or other missed work, inability to work the hours needed by the CCOC, that appear to be caused by the employee's other work commitments, or failure to notify the CCOC of any potential conflicts, changes to duties, etc.

2.12 PROCESSING OF PAY CHANGES

- (1) All pay changes shall be processed through the Justice Administrative Commission. The CCOC personnel representative shall review each change to determine that it is in compliance with the provisions of this chapter.
- (2) In processing pay changes made in accordance with the provisions of this chapter all computations should be rounded to the nearest cent. If the third decimal place is five, or more, round up to the next higher cent. If the third decimal place is four, or less, round down to the next lower cent.

2.13 BUDGETARY LIMITATIONS

- (1) All provisions of this chapter relating to payment of salaries are contingent upon funds being available.
- (2) Any deviation from paying employees in accordance with these rules because of budgetary limitations must be approved by the Executive Council.

2.14 COMPUTATION OF HOURLY RATE

- (1) All pay is computed on the basis of 2080 work hours annually.
- (2) An employee who is paid on a monthly basis shall have the hourly rate for OVERTIME PURPOSES determined as follows:

Monthly rate times 12 divided by 2080 equals hourly rate

$$\frac{(MR \times 12 = HR)}{2080}$$

Pay for overtime work pertains only to those positions that have been deemed eligible by the Fair Labor Standards Act or in this Pay and Classification plan. Approval to work overtime must be granted by the supervisor or the Executive Director prior to the employee working overtime.

Payments shall be computed at a rate of 1 1/2 times the employee's hourly rate of pay.

2.15 EFFECTIVE DATE OF SALARY CHANGES

The effective date of all salary changes provided for in this chapter shall be the date specified by the Executive Director or their designee.

2.16 PAYROLL CORRECTIONS DUE TO CLERICAL ERRORS

Due to clerical error, a payroll correction may be made by the Executive Director or their designee to provide the salary change to be effective on the date of eligibility of the employee.

2.17 ACTIONS INCONSISTENT WITH PAY PLAN OR FLORIDA STATUTES

The JAC is not authorized to process any transaction that is inconsistent with the Pay Plan or the Florida Statutes.

2.18 PAY FOR COMPENSATORY TIME

Pay for compensatory time worked pertains only to included employees. These provisions regarding compensatory time do not apply to excluded and management personnel.

2.19 REPORTING TO COMMISSION

Changes made pursuant to this chapter must be timely reported by the Executive Director to the Commission.

CHAPTER 3 - ATTENDANCE AND LEAVE

- 3.01 Scope and Purpose
- 3.02 Statements of Policy
- 3.03 Hours of Work
- 3.04 Record Keeping
- 3.05 Overtime
- 3.06 Holidays and Other Authorized Activities
- 3.07 Annual Leave
- 3.08 Sick Leave
- 3.09 Disability Leave
- 3.10 Administrative Leave
- 3.11 Military Leave
- 3.12 Leave in Connection with Injured Member of the Armed Forces
- 3.13 Educational Leave With Pay
- 3.14 Family Medical Leave
- 3.15 Domestic Leave
- 3.16 Other Leave Without Pay

3.01 SCOPE AND PURPOSE.

This chapter sets forth the rules and regulations governing the attendance and leave of employees in the Clerk of Courts Operations Corporation, hereinafter referred to as the CCOC.

3.02 STATEMENTS OF POLICY.

- (1) Unless specifically approved by the Executive Director, the workday for each full-time employee shall be 8 hours, and the workweek shall be 40 hours during a given 7-day period.

- (2) The work period for employees is the number of hours in each work month (8 hours per day times the number of week days).
- (3) The granting of any leave of absence with or without pay shall be in writing and shall be approved by the proper authority within the CCOC. An employee who is granted leave of absence with or without pay shall be an employee of the CCOC while on such leave (and must, therefore, comply with all CCOC policies, including off duty employment), and shall be returned to the same position or a different position in the same class, if available, upon returning from the approved leave of absence, unless the Executive Director and the employee agree in writing to other conditions. If no position is available at the time the employee returns from leave of absence, said employee may be terminated. If an employee is on Family and Medical Leave, on Military Leave or on Leave in Connection with Injured Member of the Armed Forces, the employee shall be returned to a position consistent with those respective policies (see Sections 3.11, 3.12 and 3.14 herein).
- (4) Any leave of absence with or without pay shall be approved prior to the leave being taken, except in the case of an emergency where the employee must be absent prior to receiving approval from proper authority for the absence.
 - (a) When prior approval cannot be obtained by the employee due to such emergencies, the Executive Director or their designee may take one of the following actions:
 1. Grant the employee leave with pay, provided the employee has sufficient awarded paid leave to cover the absence;
 2. Place the employee on leave without pay for the absence; or,
 3. If the absence is for 3 consecutive workdays, consider the employee to have abandoned the position and resigned from the CCOC.
 - (b) If an employee's request for leave of absence is disapproved and the employee takes unauthorized leave, the Executive Director or their designee may place the employee on unauthorized leave without pay and consider whether discipline is warranted. If the unauthorized leave of absence continues for 3 consecutive workdays, the Executive Director or designee may consider the employee to have abandoned the position and resigned from the CCOC.

- (4) The CCOC will comply with all applicable provisions of the Fair Labor Standards Act.
- (5) A supervisor may require any employee who has taken sick leave on three or more workdays (either whole or partial days) within a 30-day period to bring a physician's note for all subsequent illnesses, until further notice.
- (6) Employees may be required to provide a physician's note for any sick leave that is 5 working days or more.

3.03 HOURS OF WORK.

- (1) As provided in Section 3.02, 40 hours shall constitute a general workweek for all full-time employees unless a different workweek is specifically approved by the Executive Director or their designee.
- (2) Full-time employees shall be required to be present on their assigned job for the total hours in the established work month, unless absence from duty is authorized by appropriate authority in accordance with the provisions of this section.
- (3) Part-time employees shall be required to be present on their assigned jobs for the total number of hours for which they are being compensated, unless absence from duty is authorized by appropriate authority in accordance with the provisions of this section.
- (4) All time taken off as approved leaves of absence with pay and observance of holidays prior to the employee's last full day of actual work shall be compensated in accordance with this section.
- (5) Required attendance on and off the job site, including at approved training courses shall be considered as hours worked.
- (6) Travel to and from an employee's home to the employee's regularly assigned headquarters shall not be counted as hours worked for the purpose of calculating the workweek. When an employee is in official travel status under the law, time spent in required travel beyond the normal workday on the first and last day of such travel shall be considered as hours worked.
- (7) The CCOC may approve telecommuting and hours doing so shall be counted as hours worked for the purpose of calculating the workweek provided the Executive Director, his designee or an employee's supervisor has given prior approval for telecommuting work to be done.

3.04 RECORD KEEPING.

- (1) The CCOC is required to keep an accurate record of all hours worked by each employee, as well as a complete and accurate record of all authorized leave which is approved in accordance with this chapter. Any employee who earns or uses compensatory leave credits in an amount of time which is less than a full hour shall be credited or charged with such leave to the closest quarter of an hour.
- (2) All hours worked must be totaled at the end of the month for employees and the totals shall be rounded to the nearest quarter of an hour.
- (3) The ultimate responsibility for the accuracy and proper maintenance of all attendance and leave records rests with the Executive Director or their designee. It is each employee's duty to bring any discrepancies in attendance, leave or pay to the attention of the Executive Director or his designee within one business day of the employee discovering the discrepancy.
- (4) Falsification of any attendance or leave records shall be cause for dismissal of the employee or employees involved.

3.05 OVERTIME.

- (1) Overtime is defined as the hours of actual work required to be performed by an employee in excess of the hours of actual work during the established work month.
- (2) In applying the overtime provisions of this chapter, every employee must be designated as filling either an "included position" or an "excluded position". This determination shall be based on the designation of the employee's class made by the CCOC. No overtime pay will be granted unless proper authorization was granted prior to the overtime hours being incurred.
- (3) Overtime worked by an employee shall be compensated in accordance with the following provisions:
 - (a) An employee who is filling an included position may be paid for all overtime at one and one-half times the employee's base rate of pay, or, may be granted compensatory leave credits on a time and one-half basis for all hours required to be worked in excess of the normal workweek. The method of compensation shall be determined by the Executive Director or their designee in advance of overtime worked.

- (b) An employee who is filling an excluded position may be granted regular compensatory leave credits on an hour-for-hour basis for all hours required to be worked in excess of the regular work period; provided, however, no employee shall be allowed to accrue more than 40 hours of such regular compensatory leave credits.
 - (c) Compensatory leave must be taken within a reasonable period of time. No cash payment shall be made for unused compensatory leave credits upon termination for excluded positions. Cash payment shall be made for unused compensatory credits upon termination for included positions.
 - (d) The Executive Director is not eligible to earn compensatory time.
 - (e) Earning such leave requires the specific prior approval of the Executive Director, his designee, or the employee supervisor.
 - (f) Extra hours worked in a workday can be offset within the same work period.
 - (g) Any compensatory time earned by an excluded employee prior to December 1 of any given calendar year that is not used by close of business on December 31, shall be forfeited.
- (4) Leave credits cannot be transferred from the agency where the credits were earned to another agency or pay plan.

3.06 HOLIDAYS AND OTHER AUTHORIZED ACTIVITIES.

- (1) The following holidays, as provided by Section 110.117, Florida Statutes shall be observed as paid holidays by the CCOC:

New Year's Day	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

- (a) Memorial Day shall be observed on the last Monday in May, and Labor Day on the first Monday in September.

- (b) If any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday; or if any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.
- (c) Any other workday designated as a holiday by the Secretary of Management Services may be observed by the CCOC.
- (d) In the event additional holidays are declared by the Courts or federal, state, or local government, such days may be observed by the CCOC at the discretion of the Executive Director or their designee.
- (e) All full-time employees shall be granted 8 hours of leave with pay for each of these holidays, regardless of the day or hours which constitute the workweek. Part-time employees shall be granted a prorated number of hours for each of these holidays based on the number of hours regularly worked during the workweek, using the following formula:

$$\frac{8\text{-Hrs} \times \text{Number of Hrs. Worked Per Week}}{40 \text{ hrs.}} = \text{Hrs. Credit for Holiday}$$

- (f) An employee in pay status (actual work or paid leave) for any portion of the workday prior to a holiday shall be eligible for the paid holidays. The only exception is furloughs due to budget constraints.
 - (g) Each employee shall be allowed two hours of administrative leave for the purpose of voting in any bonafide election for which said employee is a part of the qualified electorate.
- (2) Each full-time employee shall be entitled to one personal holiday per year. Such personal holiday shall be credited to eligible employees on July 1 of each year and must be taken prior to June 30 of the following year or forfeited.
 - (3) Each employee shall be given all holidays designated if the workload of the CCOC office is such that the employee's work can be discontinued.
 - (4) Employees who are on approved leave with pay when holidays allowed in this section are observed or a State Day of Mourning is declared shall not have such days charged against their accrued leave credits.

3.07 ANNUAL LEAVE.

(1) Method of earning annual leave

- (a) All full-time employees who are filling established positions shall earn annual leave as shown in the following table:

<u>Creditable Service with the State or CCOC</u>	<u>Hours of Leave Earned Per Month</u>
0 through 5 years	8 hours and 40 minutes
5 through 10 years	10 hours and 50 minutes
10 years and over	13 hours

- (b) In applying the above table, it shall be determined that the employee has sufficient creditable service before the higher annual leave credits are granted. Employees shall be entitled to use all previous state government creditable service immediately upon reemployment for determining eligibility for higher annual leave credits.
- (c) Annual leave will be credited on the last working day of the month or in the case of separation, on the last day the employee is on the payroll. Employee shall earn higher leave credits beginning with the first day of the pay period during which employee completes 5 or 10 years creditable service.
- (d) During leave of absence with pay, an employee shall continue to earn annual leave credits.
- (e) Part-Time employees who work a fixed percentage or other pay period shall earn annual leave credits for the hours worked during that pay period proportionate to the time worked.
- (f) An employee may accrue annual leave credits in excess of the maximum of 360 hours. Annual leave credits earned in excess of the maximum of 360 hours should be used during the calendar year, or may be forfeited. However, subject to the availability of funds, the Executive Director or their designee may pay the employee for all annual leave hours in excess of 360 hours on December 31st or, in the absence of necessary funds, may convert all unused annual leave hours in excess of 360 hours to sick leave or to the CCOC sick leave pool on an hour per hour basis. Further, upon application by an employee, the Executive Director may authorize excess annual leave to be transferred to sick leave at any time.

- (g) Under certain justifiable conditions the Executive Director or their designee may grant approval to an employee or a group of employees to earn and retain annual leave credits in excess of 360 hours. The Executive Council and JAC must be notified of any approval to retain annual leave credits in excess of 360 hours.
- (h) DROP participants will accrue annual leave in the same manner and at the same rate as prior to entering DROP.

(2) Use of earned annual leave

- (a) As indicated, annual leave should be used to provide periodic vacation; however, earned annual leave credits may be used for any other purpose when authorized by the Executive Director or their designee.
- (b) Use of annual leave shall not be authorized prior to the time it is earned and credited to the employee and shall only be used with the approval of the proper authority within CCOC.
- (c) An employee who used annual leave in an amount of time which is less than a full hour shall be charged with such leave to the closest quarter of an hour based on the following table:

<u>Minutes Used</u>	<u>Time Charged</u>	
	Minutes	Quarter Hour
0 - 7	00	.00
8 - 22	15	.25
23 - 37	30	.50
38 - 52	45	.75
53 - 60	60	1.00

- (c) Upon reasonable notice, the Executive Director or their designee may require an employee to use part of the employee's accrued annual leave for vacation purposes at any time this is deemed advisable.

(3) Transfer of earned annual leave

- (a) An employee transferring from another state, municipality, or county office into the CCOC Office may be credited with the employee's unused annual leave up to 120 hours at the discretion of the prior agency and the Executive Director or their designee.

(4) Payment for earned annual leave

- (a) An employee can be paid for unused annual leave upon terminal separation from CCOC.
- (b) In no case shall an employee receive payment for accrued annual leave in excess of 360 hours except for: in case of death of an employee, payment for all unused annual leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law. Such payments shall be made at the rate of pay at the time of death.

(c) Payment of unused annual leave for DROP participants:

Employees electing to participate in DROP may request payment for up to 360 hours of accrued annual leave at the time of entry into DROP. Hours in excess of 360 will be carried forward. However, employees electing payment of this leave are not eligible for any accrued annual leave payment upon separation from service, except to the extent the employee has earned additional annual leave which combined with the hours of the original payment does not exceed 360 hours.

- (d) An employee's leave shall not be paid when the employee moves to a different pay plan or retirement plan within the CCOC Office. An employee's leave shall be paid if the employee moves to the elected and appointed state officers' pay plan, or the DROP retirement plan.

(e) Terminal leave payments due employees shall be computed as follows:

1. Determine the current hourly rate in accordance with Section 2.14
2. Multiply the number of unused annual leave hours times the current hourly rate to determine the payment which shall be made. All such payment for accrued annual leave shall be made in a lump sum.

3.08 SICK LEAVE

(1) Method of earning sick leave

- (a) All full-time employees filling established positions who are paid on a monthly basis shall earn 8 hours and 40 minutes of sick leave for each full calendar month of employment.
- (b) Part-time employees who work a fixed percentage of the pay period shall earn sick leave credits for hours worked during that pay period proportionate to the time worked.
- (c) During leaves of absence with pay, an employee shall continue to earn sick leave credits.
- (d) Sick leave earned during any pay period shall be credited to the employee on the last working day of the month or, in the case of separation, on the last day the employee is on the payroll.
- (e) There shall be no limit on the number of hours of unused sick leave an employee may accrue.
- (f) Employees who worked less than a full pay period due to initial employment or separation during a pay period, transfer between agencies, leave of absence without pay, or educational leave with pay, shall earn sick leave credits for the hours worked during that pay period in accordance with the appropriate table:

<u>Number of Hours Actually Worked</u>	<u>Hours of Sick Leave Credits</u>
Less than 36	0
36 - 70	2.167
71 - 103	4.333
104 – 138	6.5
139 or more	8.667

- (2) Use of earned sick leave - Use of sick leave shall not be authorized prior to the time it is earned and credited to the employee and shall only be used with the approval of the proper authority within the CCOC Office. Sick leave shall be authorized only for the following purposes:
- (a) The employee’s personal illness, injury, or exposure to contagious disease that would endanger others.

- (b) The employee's personal appointments with a doctor, dentist, or other recognized practitioner;
 - (c) Illness, injury, or well care check-ups of the employee's spouse, the children or parents of the employee or spouse or a person the employee or the spouse has a caretaker responsibility for when the employee's presence is necessary.
 - (d) Maternity leave as provided in this Classification Plan.
- (3) Transfer of unused sick leave
- (a) An employee who moves from one position in state government to another position in state government may be credited by the receiving CCOC with all unused sick leave not paid.
 - (b) An employee who resigns from a city or county governmental authority within Florida to accept a position in the CCOC office within 31 calendar days from the date of the employee's last day on the payroll with the city or county governmental authority, may, at the discretion of the Executive Director or their designee, be credited with up to a maximum of 480 hours of unused sick leave which was accrued while employed by that organization.
 - (c) The Executive Director may establish a formal plan that provides for an employee to donate their personal sick leave credits to another employee within the CCOC.
- (4) Forfeiture of unused sick leave
- (a) An employee who has less than 10 years of creditable service with the State and CCOC and separates from the CCOC office for any reason shall forfeit all unused sick leave credits.
 - (b) An employee shall forfeit all rights to sick leave benefits if, prior to retirement, termination from a CCOC office, or death, the employee:
 - 1. Is found guilty in a Court of competent jurisdiction of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state employment; or
 - 2. Has admitted to committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state government; or
 - 3. Is found guilty by a court of competent jurisdiction of having violated any state law against or prohibiting strikes by public employees.

(5) Payment for unused sick leave

(a) The only condition under which an employee shall be paid for unused sick leave credits is when the employee:

1. Has completed 10 or more years of creditable service with the State or CCOC;
2. Has not been found guilty or has not admitted to being guilty of any disqualifying act as defined in this Section; and
3. Separates from state government because of retirement, termination or death. In the case of death, payment for accrued unused sick leave credits shall be made to the employee's beneficiary, estate, or as otherwise provided by law.

(b) An employee who is eligible for payment for unused sick leave credits shall be compensated at the employee's current regular hourly base rate of pay for:

1. One-eighth (1/8) of all unused sick leave credits accrued prior to October 1, 1973; plus
2. One-fourth (1/4) of all unused sick leave credits accrued after October 1, 1973, provided the one-fourth (1/4) of the unused leave credits does not exceed 480 hours. In no case shall such leave in excess of 480 hours be paid for.

(c) All such payments for unused sick leave credits shall be made lump sum and the employee shall not be carried on the CCOC's payroll beyond the last official day of employment.

(d) The payments made pursuant to this section shall not be considered as salary payments and shall not be used in determining the average final compensation of an employee in a state administered retirement system.

3.09 DISABILITY LEAVE

(1) Disability Leave with pay

(a) An employee who sustains a job-connected disability that is compensable under the Worker's Compensation Law shall be carried in full pay status for a period not to exceed the 7 calendar days immediately following the injury or for a maximum of 40 work hours if taken intermittently without being required to use accrued leave credits. If the employee receives Worker's Compensation benefits for this period of leave with pay, the employee shall

reimburse the CCOC the amount of the benefits. Such reimbursement shall not include payments for medical, surgical, hospital, nursing, or related expenses, or lump-sum or scheduled payments of disability losses.

(b) If, as a result of the job-connected injury the employee is unable to resume work at the end of the period provided in paragraph (a) of this subsection:

1. The employee may elect to use accrued sick, compensatory, or annual leave in an amount necessary to receive salary payment that will increase the Worker's Compensation payments to the total salary being received prior to the occurrence of the disability. In no case shall the employee's salary and Worker's Compensation benefits exceed the amount of the employee's regular salary payments.
2. If the employee elects not to use accrued leave or after the employee has exhausted all earned leave in accordance with paragraph 1, above, the employee shall revert to normal Worker's Compensation benefits.

(2) Compulsory Disability Leave

(a) The Executive Director or their designee who believes that an employee is unable to perform assigned duties due to illness or injury may require the employee to submit to a medical examination by a physician named and paid by the CCOC. If the medical examination confirms that the employee is unable to perform assigned duties, the Executive Director or their designee shall place the employee on compulsory disability leave.

(b) At the time the Executive Director or their designee determines that the employee is to be placed on compulsory disability leave, the employee shall be notified in writing of the duration of the mandatory leave period and the conditions under which the employee will be allowed to return to the position.

(c) The employee who is placed on compulsory disability leave shall be required to use any earned leave credits prior to being placed on leave without pay. If the employee does not have sufficient leave credits to cover the period of compulsory disability leave, the Executive Director or their designee may place the employee on leave without pay for a maximum of 30 calendar days.

- (d) If the employee is unable to return to work at the end of the mandatory leave period, based on a current medical certification, the Executive Director or their designee may:
1. Approve an extension of the 30 days leave without pay; or
 2. Upon written request by the employee, place the employee on leave without pay; or
 3. Request the employee's resignation for reasons of inability to perform assigned duties; or
 4. Dismiss the employee for cause based on inability to perform assigned duties.

3.10 ADMINISTRATIVE LEAVE.

(1) Court

- (a) An employee who is summoned as a member of a jury panel shall be granted administrative leave with pay for all hours required for such duty not to exceed the number of hours in the employee's normal workday. However, if the jury duty does not require absence for the entire workday the employee shall return to duty immediately upon release by the court. If the employee's court attendance does not coincide with the employee's regular work schedule, the employee shall be granted administrative leave based on the total hours served on jury duty, not to exceed the number of hours in the employee's regular workday. Such leave shall be granted on the next scheduled work shift following each day the employee is in court. Any jury fees shall be retained by the employee. The CCOC shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a juror.
- (b) An employee subpoenaed as a witness in a court or an administrative hearing, not involving personal litigation or service as a paid expert witness; shall be granted administrative leave with pay, and any witness fees shall be retained by the employee. The CCOC shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.
- (c) An employee subpoenaed in line of duty to represent the CCOC as a witness or defendant shall not be granted administrative leave, and appearance in such cases shall be considered a part of the employee's job assignment. The employee shall be paid per diem and travel expenses and shall be required to turn over to the CCOC any fees received from the Court.

(d) In no case shall administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation or service as a paid expert witness; however, an employee may be granted annual leave in such cases with the approval of the Executive Director.

(2) Meeting and conferences

In cases where it is deemed to be beneficial to the CCOC office, an employee may be granted leave with pay to attend such meetings or conferences as may contribute to the effectiveness of the individual's employment.

(3) Examinations

An employee may be granted Administrative leave with pay for the purpose of taking examinations before a state agency, provided such examinations are pertinent to CCOC or state employment.

(4) Death in immediate family

(a) An employee, upon request, shall be granted 3 days of administrative leave with pay on the death of any member of the employee's immediate family. Immediate family is defined as the employee's spouse and employee's and/or their spouse's grandparents, step-grandparents, parents, step-parents, brothers, step-brothers, sisters, step-sisters, children, step-children, grandchildren and step-grandchildren .

(b) Each employee requesting administrative leave due to death in the immediate family shall submit a statement to the appropriate authority stating the name of the deceased and the relationship to the deceased.

(5) Natural Disasters and other Emergency Conditions

(a) When the Governor, by Executive Order, declares an emergency, the Executive Director shall have the responsibility for determining whether affected facilities or portions thereof which are located in the area covered by the Executive Order are to be closed.

1. Except for those employees determined by the Executive Director or their designee to be necessary for providing essential services, employees assigned to those facilities which have been closed shall be released from duty and granted administrative leave for the period the facility is closed. Those employees who were required by the Executive Director to remain

on duty to provide essential services shall be granted compensatory leave for the hours worked during the period the facility is closed.

2. An employee who was on a prior approved leave of absence or scheduled holiday during the emergency may have the leave of absence changed to administrative leave at the discretion of the Executive Director or their designee.

(b) In any other natural disasters which may necessitate the closing of facilities in an area, the Executive Director shall have the authority and responsibility to determine whether the facilities or any portion thereof, are affected by the emergency and are to be closed.

(6) Civil Disorder or Disaster

Employees who are members of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement-type organization may be granted administrative leave when such employees are called on as members of these organizations to perform duties in times of civil disturbances, riots, and natural disasters, including employees who are members of the Civil Air Patrol, or Coast Guard Auxiliary who are called upon to assist in emergency search and rescue missions. Such leave shall not exceed 2 days on any one occasion.

(7) Athletic Competition

An employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition on the World, Pan American, or Olympic level in a sport contested in either Pan American or Olympic competition may be granted administrative leave for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 calendar days in a calendar year.

(8) Formal Investigation

An employee who is under formal investigation by an CCOC for violation of a rule or statute for which dismissal is a penalty, may be placed on administrative leave not to exceed 10 workdays when the employee's absence from the work location is essential to the investigation. Such leave may be granted by the Executive Director.

(9) An employee who has been rated by the Veterans Administration to have incurred a service-connected disability and has been scheduled by the Veterans Administration to be re-examined or treated for such disability shall, upon presentation of written confirmation of having been so scheduled, be granted administrative leave for such re-examination or treatment without loss of pay or benefits not to exceed six calendar days in any calendar year.

(10) Mentoring

(a) Each employee may be granted up to one hour of administrative leave per week, not to exceed five hours per calendar month, to participate in the Governor's Mentoring Initiative, including the following school or community voluntary activities:

1. Mentoring, tutoring, guest speaking and, when participating in an established mentoring program serving a school district, providing any related services at the direction of the program or volunteer coordinator.
2. Participating in community service programs that meet child, elder, or human needs, including Guardian Ad Litem, Big-Brother/Big Sister, Senior Corps, and Adult Literacy.

(b) The Executive Director may approve the aggregated use of up to four hours in any calendar month, provided the CCOC deems such usage appropriate for the delivery of services under sub-subparagraph 1. and 2. In such cases no further administrative leave shall be granted pursuant to sub-subparagraphs 1. or 2. until one week has elapsed for every additional hour taken in the aggregate.

(c) In granting administrative leave for any purpose under this section, the Executive Director shall take into consideration the impact of such leave on the CCOC.

(11) The Executive Director at their discretion may grant administrative leave with pay.

(12) Accrual and payment of administrative leave

If an employee does not use administrative leave as authorized in this section, the employee shall not accrue or be paid for such unused leave.

3.11 MILITARY LEAVE.

- (1) Employees, who are absent from work because of “service in the uniformed services” will be granted Military Leave in accordance with federal, state and local laws as set forth in this Chapter. Employees employed for a brief, non-recurrent period with no expectation of such employment continuing indefinitely or for a significant period are not eligible for Military Leave.
- (2) “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:
 - (a) active duty,
 - (b) active duty for training,
 - (c) initial active duty for training,
 - (d) inactive duty training,
 - (e) full-time national guard duty,
 - (f) to attend and take an examination to determine a person’s fitness for any of these types of duty,
 - (g) funeral honors duty performed by National Guard or reserve members, and
 - (h) duty performed by intermittent employees of the National Disaster Medical System (NDMS) when activated for a public health emergency, and
 - (i) approved training to prepare for such NDMS service.

The “uniformed services” consist of the:

- (a) Army, Navy, Marine Corps, Air Force or Coast Guard,
- (b) Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve,
- (c) Army National Guard or Air National Guard,
- (d) Commissioned Corps of the Public Health Service, and
- (e) any other category of persons designated by the President in time of war or emergency.

- (3) Notice – An employee seeking Military Leave, or an appropriate officer of the branch of the military in which the employee will be serving, must provide advance notice, written or oral, to the CCOC Office of their military service, unless military necessity prevents the giving of notice, or the giving of notice is otherwise impossible or unreasonable. Such leave of absence shall be verified by official orders or appropriate military certification that shall be filed in the employee’s personnel file.
- (4) Length of Military Leave
- (a) The cumulative length of service causing the employee’s absence from work may not exceed five (5) years during the employee’s career with CCOC’s Office. The Executive Director, in their discretion, may extend the maximum allowable Military Leave period beyond five years.
- (b) Only the following are exempted from the five-year limitation period:
1. service to complete an initial period of obligated service,
 2. service from which an employee, through no fault, is unable to obtain a release,
 3. required training for reservists and National Guard members,
 4. service under an involuntary order to, or to be retained on, active duty during domestic emergency or national security related situations,
 5. service under an order to, or to remain on, active duty (other than for training) because of a war or national emergency declared by the President or Congress,
 6. active duty (other than for training) by volunteers supporting “operational missions” for which Selected Reservists have been ordered to active duty without their consent,
 7. service by volunteers who are ordered to active duty in support of a “critical mission or requirement” in times other than war or national emergency and when no involuntary call up is in effect, or
 8. federal service by member of the National Guard called into action by the President to suppress an insurrection, repel an invasion or to execute the laws of the United States.

c) Service will be disqualified when:

1. separation from the service is with a dishonorable or bad conduct discharge, or under other than honorable conditions,
2. dismissal of a commissioned officer involves a court martial or is by order of the President in time of war, or
3. the employee is dropped from the rolls because he/she has been absent without authority for more than three months from service or is imprisoned by a civilian court.

(5) Reporting to Work

- (a) When the employee's service is 1-30 days long or the employee is absent from work to take a fitness-for-service examination, the employee must report to work by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance from safe travel home and an 8-hour rest period.
- (b) When the employee's service is 31 to 180 days long, the employee must submit an application for reemployment no later than 14 days after completion of his/her service, and must provide documentation showing:
 1. their application for reemployment is timely,
 2. they have not exceeded the five-year service limitation, and their separation from service was not for a disqualifying reason (as set forth in Section 3.11(4) (c)).
- (c) When the employee's service is 181 days long or more, the employee must submit an application for reemployment no later than 90 days after completion of his/her military service, and must provide documentation showing:
 1. their application for reemployment is timely,
 2. they have not exceeded the five-year service limitation, and
 3. their separation from service was not for a disqualifying reason (as set forth in Section 3.11(4)(c)).

- (d) Failure to provide documentation because it is unavailable will not result in the employee not being re-employed. If evidence, however, later becomes available showing the employee did not meet any reemployment criteria, the employee may be terminated immediately. For those employees who were absent for 91 or more days, the CCOC's Office may delay making retroactive pension contributions until the employee submits the satisfactory documentation.
- (e) An employee who is hospitalized or convalesced because of a disability incurred or aggravated during his/her military service will have his/her reporting or application deadlines extended for up to two years.
- (f) Any period of unexcused delay in reporting or reapplying will be subject to the CCOC's Office rules governing unexcused absences.

(6) Reemployment

- (a) Employees whose military service lasted up to 90 days will be promptly re-employed in a position he/she would have held if continuously employed. If the employee is, or after reasonable efforts remains, unqualified for such a position, the employee will be re-employed in the position he/she held prior to commencing service.
- (b) Employees whose military service lasts more than 91 days will be promptly re-employed either in a position he/she would have held if continuously employed or to another position with like seniority, status, pay so long as the employee is qualified for the position or can become qualified after reasonable efforts by the CCOC Office to qualify the employee. If the employee is or remains unqualified for such positions, he/she will be re-employed in a position with like seniority, status, and pay, with duties the employee is qualified to perform. If the employee has a disability (incurred or aggravated while on military service) and is or remains unqualified for such positions, he/she will be re-employed in a position that is consistent with his/her case, most nearly approximating such position's seniority, status, and pay.

(7) Pay:

- (a) Employees who request Military Leave under this Chapter will receive full pay and benefits for their first 30 calendar days of Military Leave. The remainder of the employees' Military Leave will be without pay, except as set forth in this Chapter.

- (b) The Executive Director may, in his/her discretion, supplement an employee's military pay, when the employee is on Military Leave in excess of 31 days, in an amount necessary to bring the employee's total salary (inclusive of military pay) to the level earned at the time the employee was called to active duty.
- (c) Employees may request that any period of their Military Leave be covered by their earned and unused Annual Leave, Converted Sick Leave and/or Floating Holiday Leave.

(8) Benefits

- (a) Employees on Military Leave for 30 days or less will not be required to pay more than their normal employee share of health insurance premiums.
- (b) Employees on Military Leave for 31 days or longer may continue their health insurance benefits under COBRA and will be required to pay 102% of the total cost of their health insurance benefits if they wish to continue benefits. The Executive Director may, in their discretion, continue to provide health insurance or other benefits to employees who are on Military Leave in excess of 31 days.
- (c) Upon reemployment from Military Leave, employees who ceased their health insurance benefits while on Military Leave will have these benefits reinstated immediately, without having to go through any exclusions or waiting period.
- (d) While on Military Leave, employees shall be entitled to retain the same seniority rights and benefits they would have attained with reasonable certainty had they remained continuously employed and the same non-seniority based rights and benefits as an employee granted leave without pay in accordance with this Pay Plan. In addition, such employees will be entitled to any rights and benefits that became available while they were on Military Leave.
- (e) Employees shall retain all earned and unused leave benefits while on Military Leave. Such leave benefits will be credited to the employee upon his/her reemployment after Military Leave.
- (f) Upon reemployment from Military Leave, employees are entitled to continued pension participation, vesting, and accrual of benefits without incurring a break in service.

- (9) Termination – Employees reemployed under this Chapter after Military Service may not be discharged without cause for:
- (a) six months after the date of reemployment if the employee’s period of military service was between 31 and 180 days long; or
 - (b) one year after the date of reemployment if the employee’s period of military service was longer than 180 days.

If it is reasonable to discharge the employee for engaging (or failing to engage) in certain conduct and the employee had notice, express or fairly implied that such conduct would be cause for discharge, the employee is discharged “for cause” under this Chapter.

3.12 LEAVE IN CONNECTION WITH INJURED MEMBER OF THE ARMED FORCES

- (1) Reasons for Leave:

Employees may take up to twelve (12) weeks, within any twelve (12) month period, of Medical Leave in connection with an injured member of the Armed Forces for any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Employees may take up to twenty-six (26) workweeks, within any twelve (12) month period, of unpaid Medical Leave in connection with an injured member of the Armed Forces to care for his/her spouse, son, daughter, parent, or next of kin (the nearest blood relative of the employee) who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

When applicable, Family and Medical Leave runs concurrently with leave used during the Leave in connection with an injured member of the Armed Forces and any paid leave used during the Leave in connection with an injured member of the Armed Forces.

(2) Definitions

- (a) "Serious injury or illness" means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- (b) The term "active duty", means duty under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of Title 10, U.S.C.
- (c) The term "contingency operation" means a military operation that: (a) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (b) results in the call or order to, or retention on, active duty of members of the uniformed services under section 101(a)(13)(B) of Title 10, U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress.
- (d) The term "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- (e) The term "outpatient status", with respect to a covered service member, means the status of a member of the Armed Forces assigned to (a) a military medical treatment facility as an outpatient, or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as an outpatient.

(3) Eligibility for Leave

Full-time employees must have been employed with the CCOC for at least twelve (12) months *and* worked at least 1,250 hours within the previous twelve (12) months in order to be eligible to take Leave in connection with an injured member of the Armed Forces and to be restored to the same or an equivalent position upon return from leave. Part-time employees (0.5 FTEs) must have been employed with the Office for at least twelve (12) months *and* worked at least 625 hours within the previous twelve (12) months to be eligible to take Leave in connection with an injured member of the Armed Forces. Part-time employees (0.5 FTEs) may only take up to six (6) weeks/thirteen (13) workweeks (as applicable) within any twelve (12)-month period and will be restored to the same or an equivalent position upon return from leave. Part-time employees who are more or less than 0.5 FTEs are eligible for a pro-rated number of hours of Leave in

connection with an injured member of the Armed Forces. During any twelve (12)-month period, an eligible employee shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave under this policy and/or under the Office's Family or Medical Leave Policy.

(4) Requesting Leave

To be eligible for Leave in connection with an injured member of the Armed Forces, an employee must provide the CCOC with reasonable notice of an intention to take leave, if possible. In any case in which the necessity for leave because of a qualifying exigency, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable. If Leave is unforeseeable, the employee should notify his/her Supervisor within two (2) business days of when the need becomes known to the employee. Failure to provide such notice may be grounds for delay of leave.

(5) Use of Leave

Leave in connection with an injured member of the Armed Forces is unpaid leave. However, if an employee requests such leave, the employee may use any awarded Annual, Sick, Converted Sick or Personal (Floating) Holiday Leave during the unpaid Leave in connection with an injured member of the Armed Forces Leave, pursuant to these Leave Policies. The substitution of paid leave time for unpaid leave time does not extend the twelve (12) weeks/twenty-six (26)-workweeks Leave in connection with an injured member of the Armed Forces Leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in an employee's receipt of more than 100% of his/her salary. The amount of Leave in connection with an injured member of the Armed Forces Leave available to an employee will be determined by calculating the amount of Family, Medical and/or or Medical Leave in connection with an injured member of the Armed Forces Leave the employee has used in the twelve (12) month period preceding the requested leave.

(6) Intermittent and Reduced Schedule Leave

Leave in connection with an injured member of the Armed Forces may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday) if medically necessary. If the need for intermittent leave is foreseeable based on planned medical treatment, the employee is responsible for scheduling

the treatment in a manner that does not unduly disrupt operations and is subject to approval. If leave is unpaid, the Office will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced schedule leave, the employee may temporarily be transferred to an available alternative position that better accommodates the employee and which has equivalent pay and benefits.

(7) Certification

Employees who are requesting Leave to care for their spouse, son, daughter, parent, or next of kin (the nearest blood relative of the employee) who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness must supply an appropriate medical certification from the health-care provider. When an employee requests Leave, they will be notified of the requirement for medical certification and when it is due (at least fifteen (15) days after requesting leave). If an employee provides at least thirty (30) days notice of Leave, the employee should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of Leave until it is provided.

Employees who are requesting Leave related to active duty or a call to active duty must provide certification issued to the member of the Armed Forces.

(8) Medical and Other Benefits

While employees are on Leave in connection with an injured member of the Armed Forces, their health benefits will be maintained under any "group health plan" in which they are currently enrolled. However, employees must continue to pay their share of the premium during the leave period. Generally, unless an employee has been designated as a "key employee" (*i.e.*, among the highest paid 10% of all employees), employees have a right to return to their same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave. Taking Leave in connection with an injured member of the Armed Forces will not result in the loss of any benefit awarded prior to the start of the leave. If an employee does not return to work following Leave to care for a service member, the employee may be required to reimburse the Office for its share of health insurance premiums paid on the employee's behalf during the Leave in connection with an injured member of the Armed Forces.

(9) Reporting While on Leave

If an employee takes leave to care for a service member, the employee must contact the CCOC on a fourteen (14) day basis regarding the status of the condition and the employee's intention to return to work, unless otherwise agreed upon. In addition, the employee must give notice as soon as practical (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

3.13 EDUCATIONAL LEAVE WITH PAY

- (1) Educational leave with pay is leave granted at the discretion of the Executive Director or designee to an employee to attend a college, university, or training academy for one or more full academic periods for the purpose of receiving training that is of clearly foreseeable benefit to the CCOC's office.
- (2) Enrollment in short courses, seminars, conferences, or less than full-time at a college, university, or training academy which is required as part of any employee's job shall not be considered education leave, but shall be considered a part of the employee's work assignment.
- (3) When an employee requests leave for the purpose of furthering education and when such leave does not conform to the provisions of this section, such leave shall not be considered educational leave with pay. In these cases, the employee may be granted annual or compensatory leave at the discretion of the Executive Director; or the employee shall be required to work extra hours in an amount equal to the time absent, including travel to and from classes.
- (4) The granting of educational leave with pay to employees shall be in accordance with the CCOC Office approved program.
- (5) Such employees shall be granted any pay adjustments in the same amount and at the same time as are granted all other employees in the same class.

3.14 FAMILY AND MEDICAL LEAVE

- (1) Employees may take Medical Leave for any of the following reasons:
 - (a) to care for the serious health condition of a son, daughter, parent or spouse;
 - (b) to care for the serious health condition of a grandparent for whom the employee has assumed primary financial responsibility; or

- (c) because of the employee's own serious health condition which renders the employee unable to perform an essential function of his/her position.
- (2) As used in this Section, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - (a) in-patient care in a hospital, hospice, or residential care facility; or
 - (b) continuing treatment by a health-care provider coupled with incapacitation for three (3) or more days.
- (3) Full-time employees who have been employed with that CCOC's Office for at least twelve (12) months *and* who have worked at least 1,250 hours within the previous twelve (12) months are eligible to take up to twelve (12) weeks of unpaid Medical Leave within any twelve (12)-month period and will be restored to the same or an equivalent position upon return from leave. When applicable, Medical Leave runs concurrently with Family Leave and any paid leave used during the Medical Leave.
- (4) Employees may take Family Leave for any of the following reasons:
 - (a) the birth and care of a newborn child; or
 - (b) the placement of a child with the employee for adoption or foster care.
- (5) Family Leave must be completed within the twelve (12)-month period beginning on the date of birth or placement.
- (6) Employees who have been employed with the CCOC for at least twelve (12) months and who have worked at least 1,250 hours in the previous twelve (12) months are eligible to take up to twelve (12) weeks of unpaid Family Leave within any twelve (12) month period and will be restored to the same or an equivalent position upon return from leave. When applicable, Family Leave runs concurrently with Medical Leave and any paid leave used during the Medical Leave. When applicable, Medical Leave runs concurrently with Family Leave and any paid leave used during the Medical Leave.
- (7) To be eligible for Family or Medical Leave, employees must provide the CCOC Executive Director or his/her designee with reasonable notice of an intention to take leave, if possible. Reasonable is defined as thirty (30) days in advance when the leave is foreseeable. If leave is unforeseeable,

employees should notify the Executive Director or his/her designee within two (2) business days of when the need becomes known to the employee. Failure to provide such notice may be grounds for delay of leave. Additionally, if an employee is planning a medical treatment, the employee must consult with the Executive Director first regarding the dates of such treatment.

- (8) Family/Medical leave is unpaid leave. However, if an employee requests Family/Medical Leave, the employee may use any awarded Annual, Sick, Converted Sick or Personal (Floating) Holiday Leave during the unpaid Family/Medical Leave. The substitution of paid leave time for unpaid leave time does not extend the twelve (12)-week Family/Medical Leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in an employee's receipt of more than 100% of his/her salary. The amount of Family/Medical Leave available to an employee will be determined by calculating the amount of Family and/or Medical Leave which the employee has used in the twelve (12) month period preceding the requested leave.
- (9) Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday) if medically necessary. If the need for intermittent leave is foreseeable based on planned medical treatment, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt operations and is subject to approval. If leave is unpaid, the employee's salary will be reduced based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced schedule leave, the employee may temporarily be transferred to an available alternative position that better accommodates the employee and which has equivalent pay and benefits.
- (10) Employees who are requesting leave because of their own or a covered relation's serious health condition must supply an appropriate medical certification from their health-care provider. When an employee requests leave, the employee will be notified of the requirement for medical certification and when it is due (at least fifteen (15) days after requesting leave). If an employee provides at least thirty (30) days notice of medical leave, the employee should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.
- (11) The Executive Director or his/her designee, at the CCOC's expense, may require an examination by a second health-care provider designated by the CCOC Office if it reasonably doubts the

medical certification initially provided. If the second health-care provider's opinion conflicts with the original medical certification, the Executive Director or his/her designee, at the CCOC's expense, may require a third, mutually agreeable, health-care provider to conduct an examination and provide a final and binding opinion. The Executive Director or his/her designee may require subsequent medical re-certification. Failure to provide the requested certification within fifteen (15) days, when practical, may result in delay of further leave until it is provided. The Executive Director or his/her designee may request re-certification in the case of pregnancy, chronic conditions, or permanent/long-term conditions under the supervision of a health-care provider every thirty (30) days or at any reasonable interval.

- (12) While employees are on Family/Medical Leave, their health benefits will be maintained under any "group health plan" in which they are currently enrolled. However, employees must continue to pay their share of the premium during the leave period. Generally, unless an employee has been designated as a "key employee" (*i.e.*, among the highest paid 10% of all employees), employees have a right to return to their same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave. Taking Family/Medical Leave will not result in the loss of any benefit awarded prior to the start of the leave.
- (13) If an employee does not return to work following Family/Medical Leave for a reason other than:
 - (a) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to Family/Medical Leave; or
 - (b) other circumstances beyond the employee's control, the employee may be required to reimburse the CCOC for its share of health insurance premiums paid on the employee's behalf during the Family/Medical Leave.
- (14) If an employee takes leave because of his/her own serious health condition or to care for a covered relation, the employee must contact the Executive Director or his/her designee on a fourteen (14) day basis regarding the status of the condition and the employee's intention to return to work, unless otherwise agreed upon. In addition, the employee must give notice as soon as practical (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

- (15) If an employee takes Medical Leave because of his/her own serious health condition (except if taking intermittent leave), the employee is required to provide medical certification that he/she is fit to resume work. Employees failing to provide a certification to return to work from their health-care provider will not be permitted to resume work until it is provided.

3.15 DOMESTIC LEAVE PAY.

F. S. 741.313, as amended by Chapter 2007-107, Laws of Florida, requires employers with 50 or more employees to allow employees who have been employed for at least 3 months to use three working days of leave with or without pay within a 12-month period if the employee or a family or household member of the employee is the victim of domestic violence. Since the CCOC staff is less than those required by law, the provision of this statute is not required.

3.16 OTHER LEAVE WITHOUT PAY.

- (1) An employee may, upon request, be granted leave without pay for reasons other than those provided in this Section for a period not exceeding 12 calendar months, provided the Executive Director deems such leave to be justified and not detrimental to the operations of the CCOC's office. An extension beyond 12 calendar months may be approved by the Executive Director.
- (2) The Executive Director may place an employee on involuntary leave without pay without advance notice for up to one year for the purpose of investigation of a violation of a rule or statute or pending the disposition of criminal charges. During such leave the appointee may continue his coverage under the State Group Insurance but without any state contribution. The appointee shall not receive any other benefits.
- (3) Limitations of leave without pay
 - (a) An employee shall not be granted salary increases of any type while on leave of absence without pay.
 - (b) An employee who has been placed on a leave of absence without pay and is therefore in a non-pay status for the entire day before a holiday shall not be eligible to receive payment for such holiday observed while the employee is on such leave.

CHAPTER 4 - EMPLOYEES PERFORMANCE EVALUATIONS

4.01 Scope and Purpose

4.02 Statements of Policy

4.03 Procedures

4.01 SCOPE AND PURPOSE.

This chapter sets forth the rules for evaluating the work performance, with the exception of Senior Management employees, of employees in CCOC.

Evaluations are not required for Senior Management employees.

4.02 STATEMENTS OF POLICY.

- (1) The CCOC Office may establish written procedures for evaluating the performance of all employees, with the exception of Senior Management employees, on an impartial basis.
- (2) Each employee's performance may be periodically evaluated to assess performance in relation to the job requirements.
- (3) Employees may not be expected to meet performance standards which have not been defined and explained as part of the requirements of their position.
- (4) Employee performance evaluations may be used for, but not limited to the following purposes:
 - (a) To inform the employee of strong and weak points as well as training needs and improvements expected.
 - (b) To recognize the employee's potential for promotion.
 - (c) To determine the employee's eligibility for merit salary advancements.
 - (d) As a basis for taking disciplinary and/or dismissal actions against the employee.

4.03 PROCEDURES

- (1) The employee performance evaluation program may provide overall evaluations of the four (4) performance levels which are as follows:

- (a) Excels - An evaluation resulting from performance which is highly satisfactory and considerably above the performance standards of the position to which an employee has been assigned, and which cannot be exceeded by an appreciable difference by another employee.
 - (b) Satisfactory - An evaluation resulting from performance which fully meets the performance standards of the position to which the employee has been assigned.
 - (c) Needs Improvement - An evaluation resulting from performance which fails slightly to meet the minimum performance requirements for the position, but the employee shows potential for some improvement.
 - (d) Unsatisfactory - An evaluation resulting from performance which fails considerably to meet the minimum performance standards to the position to which an employee has been assigned.
- (2) All performance evaluations shall be made by the employee's immediate supervisor and reviewed by the Executive Director, whenever possible. The immediate supervisor's final evaluation shall not be changed by the Executive Director; however, the Executive Director shall certify that they have reviewed the rating and may attach any written comments they deem appropriate concerning the evaluation.
 - (3) The performance of each employee who has been given either an original appointment or a reinstatement, promotion, demotion, or reassignment appointment to a position in a different class shall be evaluated prior to the completion of six (6) months of service in the class. If the probationary period is extended, the employee shall be evaluated within 30 calendar days prior to the extensions.
 - (4) The performance of each employee who has completed six (6) months of satisfactory service in a class may be evaluated prior to the employee's anniversary date and at least annually thereafter. The effective date of such evaluation shall be the date the rating is signed by the employee, and if the employee refuses to sign the performance evaluation, the effective date shall be the date the employee refuses to sign the form which shall be noted on the form by the supervisor.
 - (5) Special performance evaluations may be given at any time, at the discretion of the supervisor, however, when an employee's performance is less than satisfactory; the supervisor shall prepare a performance evaluation on the employee. The effective date of such evaluation shall be the date

the rating is signed by the employee and if the employee refuses to sign the performance evaluation, the effective date shall be the date the employee refuses to sign the form.

- (6) If an employee received an overall evaluation of Needs Improvement or Unsatisfactory, the immediate supervisor, with the cooperation of his supervisors, shall be responsible for identifying for the employee the specific improvements necessary for the employee to accomplish satisfactory performance. If at the time of receiving such evaluation, the employee is retained by the CCOC, the employee's performance shall be reevaluated at least each 30 days thereafter until:
 - (a) The employee's performance has improved and is evaluated as at least Satisfactory, or:
 - (b) One hundred twenty (120) calendar days have elapsed without the employee receiving a rating of at least Satisfactory. In such cases, management shall take action to remove the employee from the class.
- (7) The Executive Director or their designee may remove the employee from the class at any time if adequate improvement is not made in the employee's performance from the effective date of the initial Needs Improvement or Unsatisfactory rating. In no case shall an employee be retained in the class for more than one hundred twenty (120) calendar days from the effective date of the Needs Improvement or Unsatisfactory rating if the employee's performance continues to be less than satisfactory during the thirty (30) day rating intervals.
- (8) The performance rating shall be discussed with the employee, who shall be furnished a copy of the completed rating, and shall sign a copy thereof which shall be placed in the employee's personnel file. The signature of the employee shall indicate only that the employee's performance has been discussed with the employee and does not imply that the employee agrees or disagrees with the evaluation. In the event an employee refuses to sign the performance evaluation, the performance evaluation shall be filed in the personnel file of the employee with a notation on the performance evaluation that the employee refused to sign the evaluation. A copy of the performance evaluation with such notation shall be furnished to the employee.
- (9) If an employee failed to receive an evaluation by the end of the required evaluation period, the employee's performance for that period shall be considered satisfactory.

CHAPTER 5 - DISCIPLINARY ACTIONS AND GRIEVANCES

- 5.01 Scope and Purpose
- 5.02 Statements of Policy
- 5.03 Disciplinary Actions
- 5.04 Grievances

5.01 SCOPE AND PURPOSE.

This chapter sets forth the rules for disciplinary actions and grievances for employees in the CCOC's Office. All employees of CCOC are exempted from the State of Florida Career Service System and serve at the pleasure of the Executive Director.

5.02 STATEMENTS OF POLICY.

- (1) The Executive Director may establish written procedures by which disciplinary actions and grievances shall be handled within each unit of the CCOC.
- (2) The Executive Director may insure that all employees of the CCOC are completely familiar with the CCOC's established procedures on disciplinary actions and grievances.

5.03 DISCIPLINARY ACTIONS.

- (1) The Executive Director may establish rules and procedures which will insure timely and equitable disposition of actions determined to be necessary in dealing effectively with employee deficiencies and breaches of good conduct.
- (2) In order to have an effective program for handling disciplinary problems the Executive Director should make available to all employees clearly defined CCOC objectives, work performance standards, standards of conduct, and other policies which are to be applicable in a given work situation.
- (3) The Executive Director program for handling disciplinary problems may include standard ranges of penalties for various types of work deficiencies and conduct offenses, as well as review procedures which will insure that all supervisors are being reasonably consistent in taking disciplinary actions against employees involved in similar situations.

- (4) The Executive Director's program for handling disciplinary problems may provide for the following types of disciplinary actions:
- (a) Oral Reprimand - The employee's Supervisor gives the employee a verbal counseling
 - (b) Written Reprimand - The employee's Supervisor issues an employee a written warning
 - (c) Reduction in Pay – The employee's rate of pay is reduced.
 - (d) Demotion - Moving an employee from a position in one class to a different position in another class having a lesser degree of responsibility and a lower pay grade.
 - (e) Suspension - Means the action taken by a CCOC against an employee to temporarily relieve him/her of his/her duties and place him/her on leave without pay.
 - (f) Discharge - The action taken by a CCOC against an employee to separate the employee from the CCOC Office.

5.04 GRIEVANCES.

- (1) A grievance is defined as the dissatisfaction that occurs when an employee thinks or feels that any condition affecting the employee is unjust, inequitable, a hindrance to effective operation, or, creates a problem, except that an employee shall not have the right to file a grievance against performance evaluations unless it is alleged that the evaluation is based on factors other than the employee's performance.
- (2) Suspension, reductions in pay, transfers, layoffs, demotions, and dismissals shall not be considered as grievances.
- (3) The Executive Director may establish written procedures to allow any employee in the CCOC's Office to bring grievances concerning the employee's employment to their attention and to require specific action by them on such grievances, and may establish written procedures to allow any employee to bring grievances concerning the employee's employment only to the attention of the immediate supervisor.

CHAPTER 6 - DEFINITIONS

6.01 DEFINITIONS.

For the purpose of administering these rules the following words and terms shall have the meaning indicated:

- (1) ABANDONMENT OF POSITION - The unauthorized absence by an employee from the employee's position for 3 consecutive workdays
- (2) ADD AND DELETE - A budgetary action involving the abolishment of an authorized and/or established position, and the addition of an authorized position.
- (3) ANNIVERSARY LEAVE YEAR - Is defined as twelve (12) calendar months, to the date from the original date of appointment.
- (4) APPOINTMENT - The act of placing an employee in an established position.
- (5) AUTHORIZED POSITION - A position included in an approved budget. In counting the number of authorized positions, part-time positions may be converted to full-time equivalents.
- (6) "CLASS TITLE" OR "TITLE OF POSITION" - The official name assigned to a position or class of positions.
- (7) CLASSIFICATION PLAN - A document which formally describes the concepts, rules and regulations and class specifications utilized in the classification and reclassification of positions within CCOC.
- (8) CLASS SPECIFICATION - The document issued by the CCOC which defines the allocation concepts, type of work, level of difficulty or responsibilities, training and experience requirements, as well as other information determined appropriate by the CCOC.
- (9) CREDITABLE SERVICE - Employment with one or more state agencies that may include prior service with county agencies at the discretion of the Executive Director. Authorized leaves of absence without pay shall be considered creditable service.
- (10) DEFERRED RETIREMENT OPTION PROGRAM (DROP) - The program created by Section 121.091(13), Florida Statutes, effective July 1, 1998, for eligible employees who retire and elect to defer their retirement benefits while continuing employment for a limited time.

- (11) DUAL EMPLOYMENT AND COMPENSATION - Compensation of an employee within state government simultaneously from any appropriation other than appropriations for salaries or the compensation of any employee simultaneously by more than one state agency.
- (12) EMERGENCY STATUS - An employee appointed to fill an established position on a full-time or part-time basis for a period not to exceed 3 calendar months during any 12 month period, shall be given emergency status when an emergency exists and a vacancy must be filled immediately.
- (13) ESTABLISHED POSITION - An authorized position which has been classified in accordance with a classification and pay plan as provided by law.
- (14) EXCLUDED POSITION - A classified position in the CCOC's salary schedule which does not permit the payment of overtime.
- (15) FULL-TIME POSITION - A position authorized for the entire normally established work period at 40 hours/week, excluding holidays and leave with pay..
- (16) INCLUDED POSITION - A classified position in the CCOC's Office salary schedule which permits the payment of overtime.
- (17) LAYOFF - Termination of employment due to abolishment of positions necessitated by a shortage of funds or work, or a material change in the duties or organization of an CCOC.
- (18) LEAVE YEAR - Calendar year.
- (19) OTHER PERSONAL SERVICES (OPS)- means the compensation for services rendered by a person who is not a regular or full-time employee fill in as an established position. This shall include, but not be limited to, temporary employees, part-time specialty employees, consultants, and other services specifically budgeted by the CCOC in this category.
- (20) OVERLAP IN POSITION - A temporary condition in which two employees in pay status are assigned to the same established position.
- (21) OVERTIME - Overtime is defined as work performed beyond the forty (40) hours of the established workweek excluding holidays and leave with pay.
- (22) PART-TIME POSITION - Means a position authorized for less than the entire normally established work period, daily, weekly, monthly, or annually.

- (23) PAY PERIOD - The pay period is from the first of the month until the last day of the month. Paychecks will be distributed on the last workday of the month.
- (24) PAY PLAN - A document which formally describes the procedures and the salary schedule for compensating employees for work performed.
- (25) POSITION - Means the work, consisting of duties and responsibilities, assigned to be performed by an officer or employee.
- (26) POSITION DESCRIPTION - The document prepared by the employing CCOC which describes the officially assigned duties and responsibilities and other pertinent information relative to a position.
- (27) POSITION NUMBER - Means the identification number assigned to an established position.
- (28) PREVIOUS STATE SERVICE - An employee shall be entitled to utilize all previous State service determining eligibility for higher annual leave credits upon submission of a properly signed "Certification of Prior State Service" from previous State agencies.
- (29) PROBATIONARY PERIOD - A working test period required of an employee following appointment to any class.
- (30) PROMOTION - Means moving an employee from a position in one class to a different position in another class having a greater degree of responsibility and a higher maximum salary.
- (31) REASSIGNMENT - Means moving an employee from a position in one class to a different position in the same class or a different class having the same degree of responsibility and the same maximum salary.
- (32) RECLASSIFICATION - Means changing an established position in one class in a series to a higher or lower class in the same series or to a class in a different series which is the result of a natural change in the duties and responsibilities of the position.
- (33) RESIGNATION - A voluntary act by an employee to terminate employment in the CCOC's Office.
- (34) SALARY RANGE OR PAY RANGE - Means the minimum salary, the maximum salary, and intermediate rates which are payable for work in a specific class of positions.
- (35) SALARY SCHEDULE - Means an official document which contains a complete list of classes and their assigned salary ranges.

CHAPTER 7 - RECOGNITION AWARDS PROGRAM

7.01 Scope and Purpose

7.02 Statements of Policy

7.03 Recognition Awards

7.01 SCOPE AND PURPOSE.

This chapter sets forth the rules for the establishment and administration of a program to recognize and reward employees, individually or in groups, who have made exceptional contributions to improve CCOC operations. The Executive Director may administer the CCOC program requirements within the following guidelines.

7.02 STATEMENTS OF POLICY.

- (1) Management personnel shall encourage employees to develop and propose constructive ideas and to achieve their fullest potential.
- (2) The Executive, or his designee, shall determine whether an award is justified.
- (3) It is recognized that it may be given as a non-recurring expense in lieu of an increase in the employee's salary which would be considered an on-going expense.

7.03 RECOGNITION AWARDS.

A recognition award may be granted by the Executive Director to recognize exceptional employee contributions. Criteria for this award may include, but not be limited to, the following: consistently goes above and beyond expectations; possesses superior job knowledge in area of specialty; works well independently - requiring only minimal supervision; completes work on or ahead of schedule; good problem solver; excellent communicator, both oral and written; mentors or trains others; excellent personal relations skills; highly dependable; excellent quality of work product; innovative - looks for new ways to make improvements; exemplary attendance record; special achievement and team performance. The recognition award may be in the form of a one-time cash payment that shall not exceed current statutory authority plus applicable taxes, and/or administrative leave under this section. An employee may receive more than one award.

CHAPTER 8 - MANAGEMENT EMPLOYEES

- 8.01 Scope and Purpose
- 8.02 Statements of Policy
- 8.03 Designation of Management Classes
- 8.04 Appointment
- 8.05 Salary
- 8.06 Rules and Procedures
- 8.07 Attendance and Leave
- 8.08 Insurance Benefits
- 8.09 Retirement Benefits
- 8.10 Transition Provisions
- 8.11 Separations

8.01 SCOPE AND PURPOSE.

This chapter sets forth the rules for the establishment, maintenance, and administration of benefits available to employees occupying Management level positions.

8.02 STATEMENTS OF POLICY.

- (1) Benefits authorized by this chapter are designed to attract, retain and develop highly competent individuals for positions having principally managerial responsibilities.
- (2) A Policy for Management Employees is a part of the CCOCs' Classification and Pay Plan.

8.03 DESIGNATION OF MANAGEMENT CLASSES.

The designation of management level classes shall be recommended by the Executive Director and approved by the Executive Council in accordance with the rules of chapter 1, and shall be identified on the CCOC Salary Schedule.

8.04 APPOINTMENT.

An appointment to a Management position is at the discretion of the Executive Director.

8.05 RULES AND PROCEDURES.

All rules, procedures and definitions of this manual are applicable to Management level employees unless stated otherwise.

8.06 ATTENDANCE AND LEAVE.

- (1) All Management employees are entitled to observe the holidays observed and permitted by the CCOC Classification and Pay Plan.
- (2) Upon appointment to a management position, each appointee shall accrue 20 hours of annual leave and 8.667 of sick leave per month.
- (3) DROP participants will continue to accrue leave in the same manner as prior to entry into the DROP.
- (4) Annual leave may be accrued; however, only 360 hours is allowed to be carried over from calendar year to calendar year. Under certain justifiable conditions and subject to the availability of funds, the Executive Director may pay the employee for all annual leave hours in excess of 360 hours on December 31st otherwise all unused annual leave hours in excess of 360 hours will be converted to sick leave on an hour per hour basis. Further, upon application by an employee, the Executive Director may authorize excess annual leave to be transferred to sick leave at any time.
- (5) Use of sick leave shall be authorized for the purposes stated in Chapter 3.08(2). Sick leave may be accrued without limit and be subject to terminal payment in accordance with Section 110.122, Florida Statutes.

8.08 INSURANCE BENEFITS.

Employer-paid insurance (up to 100%), retirement and other benefits available to State Selected Exempt Service management employees shall be as provided by legislative authorization with the approval of the CCOC Executive Council.

8.09 TRANSITION PROVISIONS.

Each Management employee shall retain all leave previously accrued and in addition, shall be credited with leave amounts in accordance with section 8.06 of this chapter.

8.10 SEPARATIONS.

- (1) An employee's leave shall not be paid when the employee moves to a different pay plan or retirement plan within CCOC. An employee's leave shall be paid if the employee moves to the elected and appointed State Officer's pay plan or the DROP retirement plan.
- (2) A Management employee shall be paid for unused annual leave upon termination, not to exceed 240 hours except for: in case of death of an employee, payment for all unused annual leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law. Payment for sick leave may be made when permitted by Section 110.122, Florida Statutes.
- (3) Members electing to participate in the DROP may request payment for accrued annual leave up to 240 hours. Any hours in excess of 240 will be carried forward. However, an employee electing payment of this leave is not eligible for any accrued annual leave payment upon separation from service, except to the extent the employee has earned additional annual leave which combined with the hours of the original payment does not exceed 240 hours.

CHAPTER 9 – EXECUTIVE DIRECTOR

- 9.01 Scope and Purpose
- 9.02 Statements of Policy
- 9.03 Salary and Benefits

9.01 SCOPE AND PURPOSE.

This chapter sets forth the rules, salary and benefits applicable to the Executive Director of the Clerks of Court Operations Corporation (CCOC). This chapter is amendable only by the Executive Council of the CCOC.

9.02 STATEMENTS OF POLICY.

The rules, annual salary and benefits applicable to the Executive Director shall be governed by the Executive Council of the CCOC exclusively and without delegation of authority. At the discretion of the Executive Council, any appropriate portion of the CCOC Classification and Pay Plan may be incorporated by reference to apply to the Executive Director, including but not limited to Chapter 8, Management Employees.

9.03 SALARY AND BENEFITS.

In general, the Executive Director shall receive salary and benefit increases consistent with those provided by the Legislature to Judicial Branch employees as long as he does not exceed the maximum of the pay grade established by the Executive Council in the CCOC Classification and Pay Plan. The Executive Council may also choose to raise or lower the salary of the Executive Director using criteria established in Chapter 2 of this document. The Executive Director shall receive retirement, and ~~100%~~ employer paid health, life, and disability insurance *as allowed by law. As approved in the Corporation Plan of Operations, the Executive Director shall be included in the Senior Management Services Class of the Florida Retirement System and the Executive Director shall accrue 20 hours of annual leave and 8.667 hours of sick leave per month. Annual leave in excess of 480 hours on January 1 of each year shall be converted to Sick leave on an hour per hour basis. The Executive Director shall be paid for unused annual leave upon termination, not to exceed 480 hours except for: in case of death of payment of all unused annual leave at the time of death shall be made to the Executive Director's*

beneficiary, estate, or as provided by law. Sick leave may be accrued without limit and be subject to terminal payment in accordance with Section 110.122, Florida Statutes.

APPENDIX A – PAY PLAN SCHEDULES

CLASS TITLE	**CLASS	***EEO CODE	OT	PAY GRADE	MINIMUM	MAXIMUM
EXECUTIVE DIRECTOR	50100	01	EXC	50	99,000.00	132,300.00
BUDGET DIRECTOR	50200	02	EXC	41	57,371.00	109,007.00
BUDGET MANAGER I	50201	03	EXC	30	30,170.00	57,824.90
BUDGET MANAGER II	50202	03	EXC	32	34,480.00	66,085.60
SENIOR BUDGET MANAGER	50210	02	EXC	34	51,720.00	99,128.40
INFORMATION & TECH. SYSTEMS COORDINATOR	50300	02	EXC	40	54,900.00	105,300.00
EXECUTIVE ASSISTANT	50400	04	INC	28	32,490.00	61,740.00

* Pay Grade numbers are subject to change per creation of number assignment in PeopleFirst system.

** Class numbers are subject to change per creation of number assignment in PeopleFirst system.

***EEO Code subject to change per creation of number assignment in PeopleFirst. For purposes of this document, codes are as follows:

- 01 - Executive Management
- 02 - Select Exempt Service (Management Designee)
- 03 - Professional Staff
- 04 - Administrative Staff

APPENDIX B -
CLASS
SPECIFICATIONS/
POSITION
DESCRIPTIONS

EXECUTIVE DIRECTOR

(\$99,000 - \$132,300)

Distinguishing Characteristics of Work

This position is responsible for performing administrative and executive services necessary for the timely completion of the statutory task of the Corporation, including services typical of an organizational executive director.

An employee in a position allocated to this class exercises independent judgment in setting priorities of work to be performed, focusing the direction of activities, reviewing work progress of employees and clerk education. This person is also responsible for developing reports, legislation correspondence, and serving as representative of the corporation with applicable parties as it relates to the functions and duties of the Corporation.

EXAMPLES OF WORK PERFORMED

(NOTE: These examples are intended as illustrations of various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Directs \$500 million statewide budget process in accordance with state statutes.
- Develops, coordinates and facilitates CCOC Council meeting agendas and supports the Executive Council at meetings.
- Serves as the administrative liaison with the Clerks and with the Governor's Office, Legislature, Justice Administrative Commission, Department of Financial Services, Auditor General, and other stake holders and the public.
- Manages the identification, development and response to court budget related issues during the fiscal year.
- Develop and provide strategic options for conducting CCOC business and facilitates CCOC Executive Council Plan and budget approval responsibilities.
- Manages internal Corporation work plans and employee productivity.
- Consults and maintains communication with agencies and organizations to identify issues which require Corporation attention and/or impacts Corporation activities.
- Maintains a high level of expertise in Corporation subject area and monitors all significant changes and activities as it relates to the duties and responsibilities of the Corporation.
- Administers the CCOC employee classification and pay plan.
- Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

Graduation from an accredited four-year college or university and ten years management experience. A masters degree is preferred.

BUDGET DIRECTOR

(\$57,371.40 - \$109,007.10)

Distinguishing Characteristics of Work

This is supervisory and highly independent professional management work for the Clerks of Court Operations Corporation.

An employee in a position allocated to this class exercises independent judgment in the formulation or assisting in the formulation of policies and procedures for preparation and/or administration of budgets.

EXAMPLES OF WORK PERFORMED

(NOTE: These examples are intended as illustrations of various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Manages the development of CCOC budget systems, processes and tools.
- Oversees budget development instructions for all 67 Clerks' annual budget request.
- Oversees the analyses of Clerk budget request and presents conclusions to the CCOC Executive Director and Council.
- Presents budget issue analyses and staff conclusions to the Executive Director and CCOC Council during the fiscal year.
- Oversees CCOC office administration in the absence of the Executive Director
- Monitors the Clerks Operation Trust Fund during the fiscal year and coordinates with the Department of revenue and the Office of Economic Demographic Research on revenue related issues.
- Conducts unit cost and performance status for Peer Group Clerk Offices based on Legislative requirements associated with the Quarterly release of funding to Clerk's Offices.
- Oversees the activity associated with the Clerk Education.
- Act as lead staff on Committees as necessary.
- Oversees Contractual Obligations
- Performs related work as required.

MINIMUM TRAINING AND EXPERIENCE

Graduation from an accredited four-year college or university with a major in accounting, finance, business administration, economics, public administration, or communications and five years experience, two of which must have been in a supervisory capacity, or an equivalent combination of training and experience. Those with a minimum of three years experience in budget, accounting, planning, or other related professional governmental experience may be preferred.

A master's degree in accounting, finance, business administration, economics, or public administration may be substituted for one year of the required experience.

INFORMATION & TECHNOLOGY SYSTEMS COORDINATOR

(\$54,900 - \$105,300)

Distinguishing Characteristics of Work

The essential function of the position within the organization is the management of technology projects for CCOC and to manage development and implementation of software applications. The position is responsible for planning; training; software application assessment, design, development, implementation and maintenance; providing assistance with technology acquisition including those related to facilities management; providing technical support to managers and end-users; attending committee meetings; and performing related administrative functions, including reporting. The position is responsible for technical projects of responsibility as well as providing consulting services for Clerk offices. The position works under general supervision of the Executive Director while independently developing work methods and sequences.

EXAMPLES OF WORK PERFORMED

(NOTE: These examples are intended as illustrations of various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Directs the process of planning, designing, creating, implementing and maintaining software applications to enhance the technology and application requirements of stakeholders including Clerks, Legislative staff, Department of Financial Services, etc.
- Identifies, reviews, transfers and integrates new technologies into the information technology infrastructure, including providing long and short range strategic direction, business-focused oversight of technology research, and development of software used by CCOC.
- Acts in an advisory role regarding business solutions through use of technology, including advising on appropriate technology, functionality and researches technical and administrative type purchases to provide recommendations.
- Identifies areas of technology influencing or impacting operations of the CCOC; aligns CCOC functional and technical standards with national and international industry standards.
- Interacts with various committees and senior management as the technical liaison for reporting or other various needs and to develop short and long range technology plans; oversees implementation of plans to ensure adherence to organizational standards, policy and procedures, and to make adjustments as needed.
- Works with teams to study, analyze and plan for major technology projects statewide; analyzes program goals and objectives to identify opportunities to utilize information technology to achieve maximum efficiency.

INFORMATION & TECHNOLOGY SYSTEMS COORDINATOR (Continued)

- Provides consulting services for Court Clerks, including making site visits to evaluate systems and preparing reports, analyses, and recommendations.
- Serves as information resource and provides technical support to management and application end-users to facilitate optimal utilization of System software capabilities.
- Provides system support, including writing and updating system training manuals and conducting system training and demonstrations statewide.
- Performs administrative functions, such as preparing surveys, reports, budget requests or memoranda; develops ITN's, RFP's, contracts and statements of work.
- Develops, designs and posts web pages using advanced internet technologies.
- Maintains the reliability and functionality of existing information technology systems, including ensuring security for all information systems devices and data, and managing the flow of information to the Internet, court systems and internal users.
- Coordinates the development and updating of the information systems tactical or operational plan and in development of policies and procedures on topics of security, computer usage, data retention, backup, disaster recovery and continuity of operations.
- Meets with service providers and business partners to discuss new technology and negotiate pricing of technology equipment; procures hardware and software for court technology operations; verifies compliance with licensing agreements required by software vendors.
- Performs related duties as assigned

MINIMUM TRAINING AND EXPERIENCE

Graduation from an accredited four-year college or university with a major in business management, computer science, management information systems or closely related fields and four years related experience or an equivalent combination of training and progressively responsible professional experience in a related field.

A master's degree in business management, computer science, management information systems or closely related fields may be substituted for one year of the required experience.

SENIOR BUDGET MANAGER

(\$54,000 - \$90,274)

Distinguishing Characteristics of Work

The essential function of this position within the CCOC is to work directly with the Executive Director and Budget Director in developing statewide budget policy and provide leadership and supervision within the team of budget managers in efforts to assist with the coordination, analysis and development of the Clerk of Court state budgeting process. The incumbent in this position is responsible for leading and supervising the team of budget managers in their efforts toward coordinating, projecting, analyzing and tracking expenditures. The incumbent will also be involved in developing budget policies, analyzing funding needs, requests and allotments, developing and evaluating objectives for budgets. This is a highly independent leadership and supervisory position working under limited supervision of the Executive Director.

EXAMPLES OF WORK PERFORMED

(NOTE: These examples are intended as illustrations of various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Provides independent leadership and supervision within the team of budget managers.
- Directly assists in the development of all statewide budgeting policies.
- Assists in the policy development and management of all "Clerk Peer Group" budgets.
- Oversees the CCOC budget instructions training for PEER Group Offices and provides them with technical assistance in budget development and management as needed.
- Conducts technical reviews of Clerk Budget request which includes but is not limited to analysis of expenditure, revenue, unit cost and performance measures.
- Provides the Budget Director, Executive Director and CCOC Council with staff budget considerations.
- Monitors the budget status for each Clerk's Office in his/her Peer Group during the fiscal year and provides issue resolution assistance as needed.
- Provides "Budget Education & Training" (BET) programs for Peer Group Clerks' Offices as needed.
- Assesses unit cost and performance status for Peer Group Clerk Offices based on Legislative requirements associated with the Quarterly release of funding to Clerk's Offices.
- Conducts research, compiles information/data, and prepares and reconciles periodic and special complex financial reports.
- Acts as lead staff to Clerks and staff workgroups as directed by the Executive Director.

MINIMUM TRAINING AND EXPERIENCE

Graduation from an accredited four-year college or university with a major in accounting, finance, business administration, economics, public administration, or communications and four years experience, in governmental budgeting, or an equivalent combination of training and experience.

A master's degree in accounting, finance, business administration, economics, or public administration may be substituted for one year of the required experience.

BUDGET MANAGER II

(\$34,480 - \$66,085)

Distinguishing Characteristics of Work

The essential function of this position within the CCOC is to assist with the coordination, analysis and development of the Clerk of Court state budgeting process. The incumbent in this position is responsible for coordinating, projecting, analyzing and tracking expenditures. The incumbent will also be involved in analyzing funding needs, requests and allotments, developing and evaluating objectives for budgets. The position works under the general supervision of the Senior Budget Manager while independently developing work methods and sequences.

EXAMPLES OF WORK PERFORMED

(NOTE: These examples are intended as illustrations of various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Manages specific “Clerk Peer Group” budgets (averages 22 Clerks' Offices) during a fiscal year and is the chief CCOC office contact for each Clerk's Office in the Peer Group.
- Participates in the CCOC budget instructions training for PEER Group Offices and provides them with technical assistance in budget development and management as needed.
- Conducts technical reviews of Clerk Budget request which includes but is not limited to analysis of expenditure, revenue, unit cost and performance measures.
- Provides the Budget Director, Executive Director and CCOC Council with staff budget considerations.
- Monitors the budget status for each Clerk's Office in his/her Peer Group during the fiscal year and provides issue resolution assistance as needed.
- Provides “Budget Education & Training” (BET) programs for Peer Group Clerks' Offices as needed.
- Assesses unit cost and performance status for Peer Group Clerk Offices based on Legislative requirements associated with the Quarterly release of funding to Clerk's Offices.
- Participates in the conducting of research, compilation of information/data, and preparation and reconciliation of periodic and special complex financial reports.
- Participates in Workgroups and takes a lead role as needed.

MINIMUM TRAINING AND EXPERIENCE

Graduation from an accredited four-year college or university with a major in accounting, finance, business administration, economics, public administration, or communications and four years experience, in governmental budgeting, or an equivalent combination of training and experience.

A master's degree in accounting, finance, business administration, economics, or public administration may be substituted for one year of the required experience.

BUDGET MANAGER I

(\$30,170 - \$57,824)

Distinguishing Characteristics of Work

The essential function of this position within the CCOC is to assist with the coordination, analysis and development of the Clerk of Court state budgeting process. The incumbent in this position is responsible for coordinating, projecting, analyzing and tracking expenditures. The incumbent will also be involved in analyzing funding needs, requests and allotments, developing and evaluating objectives for budgets. The position works under the general supervision of the Senior Budget Manager while independently developing work methods and sequences.

EXAMPLES OF WORK PERFORMED

(NOTE: These examples are intended as illustrations of various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Manages specific “Clerk Peer Group” budgets (averages 22 Clerks' Offices) during a fiscal year and is the chief CCOC office contact for each Clerk's Office in the Peer Group.
- Participates in the CCOC budget instructions training for PEER Group Offices and provides them with technical assistance in budget development and management as needed.
- Conducts technical reviews of Clerk Budget request which includes but is not limited to analysis of expenditure, revenue, unit cost and performance measures.
- Provides the Budget Director, Executive Director and CCOC Council with staff budget considerations.
- Monitors the budget status for each Clerk's Office in his/her Peer Group during the fiscal year and provides issue resolution assistance as needed.
- Participates in “Budget Education & Training” (BET) programs for Peer Group Clerks' Offices as needed.
- Assesses unit cost and performance status for Peer Group Clerk Offices based on Legislative requirements associated with the Quarterly release of funding to Clerk's Offices.

MINIMUM TRAINING AND EXPERIENCE

Graduation from an accredited four-year college or university with a major in accounting, finance, business administration, economics, public administration, or communications and four years experience, in governmental budgeting, or an equivalent combination of training and experience.

A master's degree in accounting, finance, business administration, economics, or public administration may be substituted for one year of the required experience.

EXECUTIVE ASSISTANT

(\$32,490 - \$61,740)

Distinguishing Characteristics of Work

The essential function of this position within the CCOC is to provide complex administrative, and clerical support. The position is responsible for programs and administrative and clerical tasks/functions. This position is responsible for performing a variety of administrative and fiscally-related duties to assist the Executive Director and staff in managing the daily operations and support functions of the CCOC office.

EXAMPLES OF WORK TO PERFORM

(NOTE: These examples are intended as illustrations of various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Independently develops work methods and approaches under the general supervision of the Executive Director.
- Supports the Executive Director in office management.
- Manages CCOC Office administration requirements (e.g. purchasing, payroll, personnel, and budget monitoring).
- Coordinates Office engagements, travel itinerary and other logistical requirements.
- Assists in the development and articulation of CCOC Office policies and procedures.
- Manages the preparation and disbursements of CCOC Office documents and Council agenda packages.
- Receives and distributes telephone call to the CCOC Office.
- Collects data for statistical support.
- Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

Graduation from an accredited four-year college or university and one year of experience in administrative support, fiscal, or administrative work. A master's degree may substitute for the recommended experience.

Progressively responsible administrative, administrative support, or fiscal experience may substitute for the recommended college training on a year-for-year basis.

APPENDIX C - ORGANIZATIONAL CHART

