

Shift Trade Letter of Agreement

I. PARTIES

The parties of this agreement are the Marion County (hereinafter, "the County") and the Marion County Juvenile Employees Association (hereinafter, "the Association"). The purpose of this agreement is to create a process for shift trading for Association members in like classifications.

II. AGREEMENT

A shift trade is defined as a voluntary exchange of shifts with the same duration by equally qualified employees. Partial shift trades are prohibited.

- a. Shift trades will be allowed within two (2) consecutive pay periods and may not result in overtime for either individual.
- b. Staff will submit proposed shift trades to management in a timely manner, so that they may be reviewed for operational needs and department and facility policy. No employee shall be arbitrarily denied a shift trade.
- c. Staff is responsible to seek potential shift trades and complete appropriate paperwork prior to submitting it to their supervisor. The supervisor shall notify the requesting employees of the approval or denial of the request as soon as practical, but in no case longer than five (5) calendar days from the receipt of the request when the request is made within thirty (30) calendar days of the requested shift trade.
- d. Staff will be responsible to ensure that their time sheet includes the regular scheduled hours and also include the shift trade information in the note section of their time sheet specifically indicating they had a shift trade, the employee involved, the date(s) agreed upon and the actual schedule worked in the trade. For purposes of overtime, time worked as part of a shift trade is not counted as hours worked in a work week.
- e. Once a trade is approved it is considered a voluntary schedule change and both employees will be accountable to work as scheduled including covering any overtime that would normally be the responsibility of the person who traded the shift. If either employee is unable to complete their scheduled shift they shall follow all call in and reporting procedures per the collective bargaining agreement and appropriate policies and procedures.

- f. A shift trade is an agreement between employees. The employer is not responsible, nor can it be held liable, for disputes between employees as a result of shift trade agreements. Abuse of shift trade may result in restriction of shift trades.

III. CONCLUSION

The chief administrative officer, department head, human resources, and the designated representatives of the Union, must sign any letter of agreement to be valid. Such letters of agreement shall be attached and made part of the labor agreement. Any letters of agreement not mutually renewed prior to the adoption of this agreement or reached as a result of the process noted above shall become void and invalid. This agreement does not set precedent for either party nor can either party use this agreement to compel agreement in any future dispute or negotiation.

Any dispute over the implementation or application of this letter of agreement will be resolved by the provisions of the parties' labor agreement by the grievance and arbitration provisions. Shift trade denials shall not be subject to the grievance procedure.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, 2024.

Agreed this date: June 9, 2022

For the Union



Annamaria Macias
MCJEA President



Brandon Chastain
MCJEA Vice President



Marcella Hernandez
MCJEA Secretary

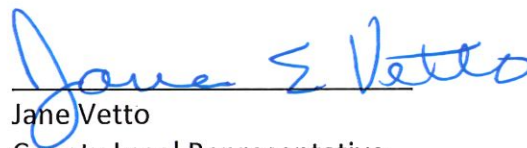
For the County



Jan Fritz
Chief Administrative Officer



Troy Gregg
Juvenile Department Director



Jane Vetto
County Legal Representative



Salvador Llerenas
Labor and Employee Relations Manager