

Non-Economic Proposal (3)

**ARTICLE V
UNION PRIVILEGES AND APDS RIGHTS**

~~5.2.7 The Employer further agrees that Teamsters Local Union No. 690 Business Representatives shall, for the purpose of investigating and discussing grievances, have reasonable access to the work areas of members of the bargaining unit. **When possible, the Business Representative shall give at least twenty-four (24) notice before coming on site.** **Covered in 5.3.1.2 – language is duplicated~~

5.4 Union Functions: The Employer agrees to ~~may~~ grant authorized Shop Stewards time off without pay, not to exceed an accumulative total of ten (10) working days in any calendar year to attend or represent the Union at Union functions. The Union agrees to first receive the approval from the Public Defender or his/her designee to ensure that attendance at the Union functions will not disrupt the work place.

5.4.1 Example of functions is as follows:

5.4.1.1 Union Conventions;

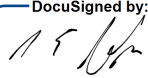
5.4.1.2 Teamsters Executive Board Meetings/Training

~~**5.4.1.3** Other functions that Employer agrees are beneficial to the County~~

5.6 Information Requests: The Employer agrees to provide the Union, upon written request **by the Business Representative**, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, and possible costs associated with the request. ~~**Any disagreement between the Union and Management on what information is required to be provided must go through the grievance procedure.**~~

****TENTATIVE AGREEMENT REACHED ON: November 16, 2021**

FOR THE UNION:

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Non-Economic Proposal (6)

ARTICLE X
SICK LEAVE

10.1.2 Sick leave may be taken for the following reasons:

- Injury or illness of the employee. The total amount of sick leave accumulated by the employee may be taken, if required.
- Injury, illness or death of a member of the immediate family requiring the presence of the employee.
- Any employee who for any reason must take sick leave shall as soon as possible notify his/her ~~immediate supervisor or~~ department/division head. ~~Persons in a supervisory capacity or a~~ **The department head or designee** ~~/division head~~ will be responsible for ensuring that employees follow the appropriate notification procedures when utilizing sick leave.
- Under no circumstances will sick leave be taken instead of annual leave.
- Employees accrue and may use sick leave during their review period.

10.1.8 Scheduled sick leave absences are those sick leave absences associated with medical appointments, planned surgeries, annual physicals or other foreseeable medical/dental appointments; these types of absences require prior written/electronic ~~approval~~ **notice**. Scheduled sick leave absence ~~requests~~ **notifications** should be submitted ~~for approval~~ as soon as the employee schedules the appointment with the Health Care provider. If the need for paid sick leave is foreseeable, the Employer requires advance notice from the employee. The employee must provide notice at least ten days, or as early as practicable, so long as such notice does not interfere with an employee's lawful use of paid sick leave.

Unscheduled sick leave absences are those sick leave absences which are not preplanned or foreseeable. The employee must notify his/her ~~Supervisor, Department Head/Elected Official~~ (or designee) as soon as reasonably possible, in accordance with departmental notification procedures. **The Department Head and/or designee will ensure that there is coverage for any appearance scheduled for that day.** ~~It is best to communicate directly with the supervisor so an anticipated return to work can be discussed. If the employee gets voice mail, they should provide a call back number for the supervisor and use other means of communication to contact an individual regarding their absence.~~

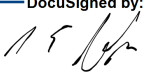
10.1.9 The following may be used to determine needed appropriate action at the ~~supervisor's~~ **department head's** discretion and may result in progressive discipline:

Unapproved unpaid leave: when an employee is absent from work and the employee's sick leave account is depleted.

Job abandonment: when an employee fails to follow procedures in notifying his/her ~~supervisor~~ **department head or designee** of an absence (for example: leaving work during assigned shift without notice, failure to report to work without notice, failure to follow-up/update ~~supervisor~~ **department head or designee** of ongoing absence). These types of absences are considered an abandonment of one's job and may justify severe discipline (suspension/ termination).

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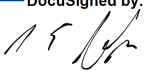
ARTICLE XIV
DISCIPLINE/DISCHARGE

14.4.3.4 Dishonesty such as falsifying records or documents and/or an intentional unauthorized release of confidential information, ~~refusing to participate in a corrective action investigation and being untruthful throughout the duration of the interview process;~~


14.4.3.7 Refusing to fully & truthfully participate in a corrective action investigation

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Non-Economic Proposal (9)


ARTICLE VX
GRIEVANCE AND ARBITRATION PROCEDURE

15.4 Liability

No monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing. This does not apply to disciplinary matters which are being decided by a neutral arbitrator.

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