Bid Slot Vacancy Pilot Project 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").

II. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to add language for the implementation of Article 4, Section 5(E) in the Association's collective bargaining agreement (CBA).

III. AGREEMENT

For the duration of this letter of agreement, Article 4, Section 5(E) of the CBA shall be read by the Association and the County to include the following underlined language:

If a bid slot becomes vacant, and the department elects to fill the bid slot and/or position, the bid slot will be posted. Employees must notify the employer, in writing, of their interest within seven (7) days. Employees who have been subject to discipline within the previous six (6) months are not eligible to bid on positions that become vacant outside of the annual shift bid. The employer will assign the most senior person who has expressed interest. This process shall be limited to five (5) postings and moves. Voluntary schedule changes due to this process do not require a 15-day notice. If the slot is still vacant, it will be filled by assigning the least senior employee or by recall from layoff or recruitment. Movement of the least senior employee will require a 15-day notice. If a bid slot becomes vacant and no staff submits written interest for the bid slot, the bid slot will be filled by assigning the least senior staff, recall from layoff, or recruited employee and there will be no further posting.

IV. 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 adopted 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. 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:

For the Union

MCJEA President

Brandon Chastain MCJEA Vice President

Marcella Hernandez **MCJEA Secretary**

For the County

Chief Administrative Officer

Troy Gregg

Juvenile Department Director

lane Vetto

County Legal Representative

Salvador Llerenas

Labor and Employee Relations Manager