Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>A-1</td>
</tr>
<tr>
<td>Governing Board Rights</td>
<td>A-2</td>
</tr>
<tr>
<td>Employment Requirements and Indemnification</td>
<td>A-3</td>
</tr>
<tr>
<td>Employment Standards</td>
<td>A-4</td>
</tr>
<tr>
<td>Military Leave</td>
<td>A-5</td>
</tr>
<tr>
<td>Jury/Material Witness/Crime Victim Leave</td>
<td>A-6</td>
</tr>
<tr>
<td>Tax-Sheltered Accounts</td>
<td>A-7</td>
</tr>
<tr>
<td>Voting Leave</td>
<td>A-8</td>
</tr>
<tr>
<td>Workplace Injury Reporting</td>
<td>A-9</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>A-10</td>
</tr>
<tr>
<td>MCCCD Temporary Transitional Duty (MTTD) Program</td>
<td>A-11</td>
</tr>
<tr>
<td>Arizona State Retirement and Social Security Programs – Pension and Retirement</td>
<td>A-12</td>
</tr>
<tr>
<td>Tuition Waivers Educational Assistance</td>
<td>A-13</td>
</tr>
<tr>
<td>Political Activity</td>
<td>A-14</td>
</tr>
<tr>
<td>Hiring of Relatives</td>
<td>A-15</td>
</tr>
<tr>
<td>Holidays</td>
<td>A-16</td>
</tr>
<tr>
<td>Public Stewardship and Ethics</td>
<td>A-17</td>
</tr>
<tr>
<td>Drug Free Workplace</td>
<td>A-18</td>
</tr>
<tr>
<td>Internal Control</td>
<td>A-19</td>
</tr>
<tr>
<td>Employment Categories</td>
<td>A-20</td>
</tr>
<tr>
<td>Equal Employment Opportunity (EEO) Policy/Complaint Process</td>
<td>A-21</td>
</tr>
<tr>
<td>Consensual Relationships</td>
<td>A-22</td>
</tr>
<tr>
<td>Immigration Reform and Control Act/E-Verify</td>
<td>A-23</td>
</tr>
<tr>
<td>Alternative Work Schedules</td>
<td>A-24</td>
</tr>
<tr>
<td>Smoke-Free/Tobacco-Free Environment</td>
<td>A-25</td>
</tr>
<tr>
<td>Employee Assistance Program (EAP)</td>
<td>A-26</td>
</tr>
<tr>
<td>Workplace Violence</td>
<td>A-27</td>
</tr>
<tr>
<td>Non-Classified Employment</td>
<td>A-28</td>
</tr>
<tr>
<td>Definitions</td>
<td>A-29</td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>B-1</td>
</tr>
<tr>
<td>Catastrophic Illness/Imminent Death Leave</td>
<td>B-2</td>
</tr>
<tr>
<td>Employment Benefits Program</td>
<td>B-3</td>
</tr>
</tbody>
</table>
Sick Leave .............................................................................................................................................................. B-4 
Vacation ................................................................................................................................................................. B-5 
Personal Time ........................................................................................................................................................ B-6 
Leaves of Absence for Medical/Personal Reasons ............................................................................................. B-7 
Compassionate Leave ....................................................................................................................................... B-8 
Family and Medical Leave (FMLA) ................................................................................................................... B-9 
Personnel Files .................................................................................................................................................. B-10 
Posting, Selection, Lateral Exchanges and Transfers ......................................................................................... C-1 
Grievance Procedure ......................................................................................................................................... C-2 
Non-Policy Issue Resolution ................................................................................................................................. C-3 
Corrective Action Principles ................................................................................................................................. C-4 
Craft Association Policy Manual ........................................................................................................................ Appendix A 
Maintenance and Operations Employee Group Policy Manual (M&O) ................................................................. Appendix B 
Management/Administrative/Technological Organization Policy Manual (MAT) ........................................... Appendix C 
Professional Staff Association Policy Manual (PSA) ............................................................................................ Appendix D 
Public Safety Employee Group Policy Manual .................................................................................................... Appendix E 
Memorandum of Understanding .......................................................................................................................... Appendix F 
Maricopa & EMCC Southwest Skill Centers Policies .......................................................................................... Appendix G
A. PURPOSE. To set out the scope of coverage, source of authority, and means of adopting, implementing and amending this Staff Policy Manual.

B. APPLICABILITY. The policies contained in this document apply generally to appointed, classified and non-classified MCCCD employees except as specifically noted herein. These policies do not apply to residential faculty, adjunct faculty, short-term faculty, Specially Funded, short-term non-faculty (OSO/OYO, temporary) employees, or student employees.

C. POLICY.

1. Generally. This Staff Policy Manual (“SPM”) contains employee policies (“policies”) of the Maricopa County Community College District (“MCCCD”) applicable to appointed, classified and non-classified employees. The policies provide information regarding recruiting, selection and hiring, employment including equal employment, compensation and hours of work, leaves of absence, benefits, employee safety and wellness, workplace procedures, employee conduct, and discipline and appeals.

2. Scope of Authority. The Chancellor of the District and his/her designees has been delegated the power and authority by the Governing Board to establish the policies contained in this manual. The Vice Chancellor of Human Resources or designee is responsible for ensuring these policies are in accordance and not in conflict with federal laws and Arizona statutes, Governing Board policies, District Administrative Regulations, and employee policy manuals. The Vice Chancellor of Human Resources or designee is responsible for interpreting the proper application of these policies throughout the colleges and District.

3. Conflicts. These policies supersede all previous written and unwritten personnel policies and guidelines and past personnel practices of MCCCD. In the event of an inconsistency or conflict, applicable law, employee group manuals, and Governing Board policies and Administrative Regulations supersede this manual and this manual supersedes college, division, department or lower unit bylaws, policies, or guidelines.

4. Implementation. MCCCD maintains this manual as an online document and does not provide nor distribute it in printed form, except as required by law. Supervisors shall be thoroughly familiar with and properly administer these policies and shall inform employees that they are subject to the policies in the manual. Employees are responsible for familiarizing themselves and complying with these policies and all changes and amendments to these policies.

5. Amendment. Changes in law, District policies, and employee policy manuals may necessitate changes to these policies. Such require approval by the Governing Board or the Chancellor.
The Chancellor or designee may make other organizational changes. The Vice Chancellor of Human Resources or designee will prepare and make all approved changes to this online document and inform employees of changes as appropriate.

6. **Severability.** If any section or part of these policies or any amendment is invalidated by operation of law or by order of a court of competent jurisdiction, or compliance with or enforcement of any section of these policies is restrained by a court, the remainder shall not be affected and shall remain in full force and effect, unless the context as a whole indicates that another section should be invalidated as well to conform with MCCCD's intent.

7. **Record Retention.** MCCCD retains a permanent printout of this manual and each change to this manual, created from the original text source for the online version, as an official record, which is available for inspection. Copies are available upon request from the District HR Solutions Center.
A. PURPOSE. To set out the authority of the Governing Board and its duly authorized agents.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY. The Governing Board and its agents shall have, in addition to all powers, duties, and rights established by constitutional provision or statute, at least but not limited to the following exclusive powers, duties, and rights as specified:

1. Direct the work of its employees.

2. Hire, evaluate, promote, demote, transfer, assign, reassign, and retain employees.

3. Suspend, discipline, or discharge employees for proper cause.

4. Maintain the efficiency of its operation.

5. Relieve its employees from duties because of lack of work, financial exigency, program change, or other legitimate reasons, according to policy manual guidelines.

6. Determine and implement methods, means, assignments, reassignments, and personnel by which its operations are to be conducted.

7. Take such actions as may be necessary to carry out its mission as the Governing Board of the Community Colleges.

8. Manage the physical facilities under its control including any alteration, relocation, or new construction thereof.

9. Initiate, prepare, certify, and administer its budgets.

10. The Governing Board will, as part of its regular meeting agenda, provide a time for employee groups to address the Board.
STAFF POLICY MANUAL

<table>
<thead>
<tr>
<th>Policy A-3</th>
<th>EMPLOYMENT REQUIREMENTS AND INDEMNIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date: 05/01/2013</td>
<td>Applicable Law/Statute: 42 USC 2000e; 29 USC 201-219; 29 USC 621-634; 42 USC 1981; 42 USC 12101-12213; 29 USC 791-794 (a); ARS 41-1461 to 1465</td>
</tr>
</tbody>
</table>

**A. PURPOSE.** To set out MCCCD policy regarding basic qualifications for employment and indemnifying employees for acts and omissions committed in the course and scope of employment.

**B. APPLICABILITY.** All MCCCD employees covered by this manual.

**C. POLICY.**

1. **Generally.** Selection of persons for employment positions with MCCCD shall be made on the basis of each applicant's knowledge, skill, ability, education, and experience as they relate to the position being filled. No employment decision shall be based on race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status, or genetic information, except where such criteria constitute a bona fide occupational requirement.

2. **Minimum Qualifications.** MCCCD will only appoint or assign persons to employment positions who meet or exceed the minimum requirements for the position.

3. **Required Licenses/Certifications.** Certain employment classifications with MCCCD require the applicant to possess a motor vehicle operators' license, commercial drivers' license, surety bonding, or other license or certification to be eligible for consideration for employment in such position. Licensing and certification requirements for each position are set forth in the job description. All individuals appointed or assigned to such a position must possess such required license or certification at time of appointment or assignment.

4. **Indemnification.**

   a. MCCCD, to the extent legally permissible, indemnifies and defends its employees against liability for acts or omissions arising out of and in the course of their employment for MCCCD or performing duties related to the conduct of MCCCD business. The General Counsel is authorized to represent MCCCD and/or the employee and direct the defense of any claim, action, suit or proceeding on behalf of MCCCD and the employee for which MCCCD is indemnifying the employee pursuant to this policy. MCCCD retains the right to direct, settle, compromise, appeal, and otherwise defend any such claim, action, suit or proceeding, including representation and the use of counsel as MCCCD deems desirable. In any such event, the employee is expected to cooperate fully.

   b. Employees are not represented by counsel employed or retained by MCCCD in grievance procedures, internal discrimination matters, employment dismissal, or other similar proceedings, as these are internal processes which seek to inform MCCCD, its administrators, and Governing Board members regarding the appropriateness of specific conflicts.
c. MCCCD does not provide representation or indemnify employees with regard to criminal offenses, licensure, certification, or similar professional administrative or disciplinary actions, parking or moving vehicle violations, or fees, fines or penalties associated with such violations. MCCCD does not provide representation or indemnification for acts involving intentional misconduct, willful or knowing violation of the law, and transactions from which the individual derives an improper personal benefit. Each employee is expected to comply with federal and state laws, and local ordinances.
A. PURPOSE. To set out the rules of performance and conduct applicable to certain MCCCD employees.

B. APPLICABILITY. All appointed, classified, and non-classified MCCCD employees.

C. POLICY.

1. Rules. All covered employees shall to adhere to the following rules of performance and conduct. These rules include the employment standards established by the Governing Board in Administrative Regulation 6.7 in addition to other rules as described below. These rules are examples of expected performance and conduct and are not all-inclusive. Other rules are contained in applicable laws or specific college/division/department policies. MCCCD reserves the right to amend these rules and establish additional rules as necessary. There are three separate categories of rules divided by type of conduct. There are two separate groups divided by seriousness in each type.

<table>
<thead>
<tr>
<th>Offense Type</th>
<th>Group One Offenses</th>
<th>Group Two Offenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Conduct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Willful and intentional violation of any state or federal law, applicable ordinance, MCCCD Governing Board policy, or MCCCD administrative regulation that affects the employee’s ability to perform his or her job.</td>
<td>1. Unintentional or unknowing violation of any state or federal law, applicable ordinance, MCCCD Governing Board policy, or MCCCD administrative regulation that affects the employee’s ability to perform his or her job.</td>
<td></td>
</tr>
<tr>
<td>2. Making a false statement of or failing to disclose a material fact in the course of seeking employment or re-assignment of position at MCCCD.</td>
<td>2. Unknowing violation of MCCCD’s Hiring of Relatives policy or Administrative Regulation 4.18 - Consensual Relationships policy.</td>
<td></td>
</tr>
<tr>
<td>3. Willful and intentional commitment of acts of fraud, theft, embezzlement, misappropriation, falsification of records or misuse of MCCCD funds, goods, property, services, technology or other resources.</td>
<td>3. Unintentional possession, use, neglect, misuse, abuse, or destruction of MCCCD funds, goods, property, services, technology or other resources or the private property or assets of another employee which occurs during work time.</td>
<td></td>
</tr>
<tr>
<td>4. Conviction of a felony or misdemeanor that adversely affects an employee’s ability to perform job duties or has an adverse effect</td>
<td>4. Failure of an employee authorized to</td>
<td></td>
</tr>
</tbody>
</table>
5. Fighting with a fellow employee, visitor, or student, except in self-defense. Committing acts of intimidation, harassment or violence, including (but not limited to) oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, or other violations of MCCCD Administrative Regulation 6.21 - Workplace Violence Prevention policy.

6. Reporting to work under the influence of alcohol and/or illegal drugs or narcotics; the use, sale, dispensing, or possession of alcohol and/or illegal drugs or narcotics on MCCCD premises, while conducting MCCCD business, or at any time which would interfere with the effective conduct of the employee’s work for the MCCCD; the use of illegal drugs; or testing positive for illegal drugs. The exception would include the consumption of alcohol at a reception or similar event at which the employee’s presence is clearly within the scope of employment.

7. Possessing firearms or other weapons on MCCCD property, except as may be required by the job or as otherwise permitted by law.

8. Knowing failure of an employee who is authorized to drive MCCCD vehicles to report to the supervisor and the manager responsible for authorizing the use of college vehicles within 48 hours any conviction for driving under the influence of alcohol or drugs, or drivers’ license suspension or revocation that occurs, regardless of whether or not the driver was operating a college or district-owned, rented or borrowed vehicle, or other violation of Administration Regulation 4.14 – Motor Vehicle Usage.

9. Knowing failure of an employee authorized to drive MCCCD vehicles to report to the employee’s immediate supervisor a conviction for a moving traffic violation that occurred in a private vehicle during non-work time.
occurred in a District vehicle during work or non-work time.

10. Engaging in sexual harassment or other illegal discrimination based on race, color, religion, gender, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status or genetic information, or other violation of MCCCD Administrative Regulation 5 – Non-Discrimination Policy.

11. Dishonesty or dishonest actions, including but not limited to lying, deceitfulness, or making false statements.

12. Soliciting or accepting a gift, gratuity, bribe, or reward for the private use of the employee, or otherwise using one's position, identification, name, photograph or title for personal gain, or otherwise violating the State of Arizona’s conflict of interest laws for public employees or MCCCD Administrative Regulation 1.18 – Gifts, Gratuities and Unrelated Compensation.

13. Unauthorized possession, use, neglect, misuse, abuse, or destruction of the private property or assets of or another employee that occurs during work time.

14. Willful and intentional violation of MCCCD’s Hiring of Relatives policy or Administrative Regulation 4.18 - Consensual Relationships policy.

15. Providing false testimony; making or publishing a false, vicious or malicious statement concerning other employees, MCCCD, or its operations; or refusing to provide testimony or information in an investigation when properly required per MCCCD policy.

B. Performance

1. Willful and intentional failure to perform job duties that have first been communicated to an employee and are within the employee’s scope of employment.

2. Intentional destruction or threat of

1. Neglect of duty, including but not limited to, failure to observe MCCCD or college/division rules, policies, or procedures; lack of application or effort; or reading for pleasure, viewing
destruction of MCCCD property, with malicious intent.

3. Performing acts or executing job responsibilities in a reckless manner that poses a threat to the physical safety of the employee or another person.

4. Failure by the College President, Vice Chancellor, Chancellor or other senior level administrators to notify appropriate law enforcement authorities of any potential theft of District funds or assets.

5. Performing personal work while on-duty.

6. Knowing failure to obtain, maintain and/or report to the immediate supervisor the loss, suspension or other restriction of a license, certification, or other qualification of an employee's position.

7. Driving a motor vehicle on duty without a valid, applicable operator's license.

8. Misuse, removal or destruction of MCCCD documents or records, or revealing or disclosing MCCCD information of a confidential nature without prior authorization.

9. Obligating MCCCD for a serious expense, service, or performance without prior authorization.

10. Unauthorized possession, use, neglect, misuse, or abuse of the property or assets of MCCCD, including but not limited to: MCCCD vehicles, tools, equipment, supplies, e-mail, telephones, television, internet services; seal, logo, name, and other intellectual property of MCCCD; MCCCD keys, identification/entry badges; bulletin board notices and signs.

TV or sleeping, etc. during work time.

2. Discourteous treatment of the public or a fellow employee.

3. Failure to cooperate or interference with the work performance of other employees.

4. Failure to observe official health, safety, and sanitation rules, or common health, safety, and sanitation practices.

5. Failure to report to appropriate MCCCD authority the receipt of a request for information, a subpoena or a court order from an attorney, court of law or administrative body concerning MCCCD business.


7. Unknowing failure to obtain, maintain and/or report to the immediate supervisor the loss, suspension or other restriction of a license, certification, or other qualification of an employee's position.

8. Violation of MCCCD guidelines for incidental computer or telephone usage, District-wide message posting, or similar violations of MCCCD Administrative Regulations, procedures or guidelines.

9. Failure of a supervisor to communicate, enforce, counsel, and correct an employee regarding violations of expected job performance and standards of conduct.
2. Penalties for Violations. Violations of these standards may result in corrective action as provided in Policy C-4 – Corrective Action Principles.

3. Not Eligible for Rehire Provision. Employees who are terminated or non-renewed due to a determination that the employee has violated Maricopa Employment Standards set forth in Administrative Regulation 6.7, or who resign in lieu of such termination or non-renewal by agreement or otherwise, are not eligible for rehire within the Maricopa Community College District. Employees will be afforded notice of such a determination and an opportunity to be heard pursuant to the applicable employee policy or administrative regulation.

4. Recommendations. The Vice Chancellor for Human Resources or designee is responsible for reviewing documented violations of employment standards, establishing procedures for the review of recommended disciplinary action to be taken, and determining whether the recommended disciplinary action is consistent with the documented violations of the employment standards. The Vice Chancellor for Human Resources or designee shall have final authority to recommend disciplinary action under this policy and shall document the rationale for all decisions. To the extent that the recommendation for disciplinary action by the Vice Chancellor for Human Resources or designee differs from the recommendation of the employee’s College President or Vice Chancellor or other Chancellor’s Executive Council Member, the Chancellor shall be consulted and shall make the final recommendation on disciplinary action. The Vice Chancellor for Human Resources or designee shall make recommendations that involve the Chancellor.

5. Report to Governing Board. Quarterly, a summary report shall be submitted to the Governing Board on disciplinary actions taken pursuant to this policy.
A. PURPOSE. To set out MCCCD’s policy on leaves of absence and reemployment rights for employees who are members of the National Guard, reserve components of the Armed Forces, or who volunteer for, or are ordered to, active military service.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY.

1. Types of Military Leave.
   a. Military Training Leave
      i. Military Training Leave will be granted to an employee for a period not to exceed 240 regularly scheduled working hours in any two consecutive federal fiscal years (October 1-September 30), or the equivalent of six work weeks. “Military training” for this purpose shall include all time spent in training duty, or to attend camps, maneuvers, formations or drills under orders with any branch, reserve or auxiliary of the Armed Forces of the United States.
      ii. Employee pay and benefits shall be administered as follows:
         a) Pay. Base pay for regularly scheduled hours.
         b) Fringe Benefits. Full health insurance and all other employer-paid benefits.
         c) Leave Accrual. Military Training Leave is active pay status. Vacation and sick leave will accrue.
   b. Active Duty Military Leave
      i. Active Duty Military Leave will be granted to an employee who knows in advance their military leave will exceed 240 hours, or has exhausted the initial 240 hours of Military Training Leave and is called to duty within the same two consecutive federal fiscal years (October 1-September 30).
      ii. Employee pay and benefits during Active Duty Military Leave shall be administered as follows:
            i) Eligibility. Military differential pay is payable to employees whose total military compensation is less than the employee's MCCCD base pay for regularly scheduled hours during Active Duty Military Leave.
ii) Amount. Military differential pay consists of the difference between an eligible employee's military total compensation and the employee's MCCCD base pay for regularly scheduled hours. The amount paid will not exceed 100% of the employee's MCCCD base pay.

b) Fringe Benefits.

i) Health Insurance. An employee will remain covered under MCCCD’s group health care, dental, and vision plans until the end of the calendar month when Active Duty Military Leave starts, or a minimum of 30 calendar days, whichever is more (Exception: Full-time regular classified employees will remain covered under MCCCD’s group health care, dental, and vision plans for six months). Thereafter the employee and covered dependents will be offered continuation coverage through COBRA. If an employee was receiving compensation in lieu of MCCCD’s group health plan (See Policy B-3), such compensation will be suspended.

ii) Flexible Spending Accounts (See Policy B-3). During any period of continued health insurance coverage during Active Duty Military Leave, money placed in any medical reimbursement/dependent care account can be used. Contributions will be suspended. A participant with a Health Care Reimbursement Account may request a Qualified Reservist Distribution of the amount contributed to the Account as of the date of the request, minus reimbursements as of that date. No distribution will be made unless and until the participant requests in writing to have the plan make a Qualified Reservist Distribution.

iii) Life Insurance. Group term life insurance provided by MCCCD and any voluntary supplemental life insurance will continue until the end of the calendar month when Active Duty Military Leave starts, or a minimum of 30 calendar days, whichever is more (Exception: Full-time regular classified employees will remain covered under MCCCD’s life insurance plans for six months). The employee and their dependents may continue group term and/or supplemental life insurance coverage (except Accidental Death and Personal Loss Insurance) by converting or porting to individual policies. To exercise this option a written application and first premium payment must be submitted to the applicable carrier within 31 days following the suspension of coverage (See Policy B-3).

iv) Voluntary Retirement Savings Plans. An employee may continue to make contributions to any Voluntary Retirement Savings Plans until the end of the calendar month when Active Duty Military Leave starts, or a minimum of 30 calendar days, whichever is more (Exception: Full-time regular classified employees may make contributions to such plans for six months). Immediately upon reemployment with MCCCD, the employee may, at the employee’s election, make any or all employee contributions that the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee's reemployment and is not greater in duration than three times the length of the employee's military service, not to exceed five years.
v) Short-term and Mid-term Disability. An employee will remain covered under MCCCD’s short-term and mid-term disability plans until the end of the calendar month when Active Duty Military Leave starts, or a minimum of 30 calendar days, whichever is more (Exception: Full-time regular board-approved employees will remain covered under MCCCD’s group health care, dental, and vision plans for six months). (See Policy B-3).

vi) Retirement Plan Contributions.

(a) ASRS. MCCCD will make both MCCCD and employee contributions to ASRS for up to 60 months if the employee:

(i) Was an active member of ASRS on the day before the employee began military service;

(ii) Is a member of the Arizona National Guard or is a member of the reserves of any military establishment of the United States;

(iii) Volunteers or is ordered into active military service of the United States; and

(iv) Is honorably separated from active military service and returns to MCCCD employment within 90 days after release from service, related hospitalization, or dies as result of military service.

(b) The required contributions to ASRS shall be based on the compensation the employee would have received during the period the employee was ordered into active military service. Contributions shall be made in a lump sum and without penalty when the employee returns to employment.

c) Leave Accrual. Vacation and sick leave will not accrue.

2. Re-employment Rights.

a. Upon completion of military service, the employee has the right to be reemployed to a position along with all associated rights and benefits that would have been obtained with reasonable certainty had the employee not been absent on military service, with the same MCCCD service status and pay, as well as other rights and benefits determined by MCCCD service if such employee:

i. Is discharged under honorable conditions;

ii. Gave notice, when foreseeable, of the leave (either written or verbal);

iii. Was on leave for no more than a cumulative length of absence of five years over the employee’s term of MCCCD service; and

iv. Applied for re-employment within specified time frames as outlined in section (C) 4 – Procedure herein.

b. Upon an employee’s prompt application for reemployment, an employee will be reemployed in the following manner depending upon the employee's period of military service:

i. If the employee was on military leave for one to 90 days, the employee will be reemployed:
a) In the position of employment in which the employee would have been employed if the continuous employment of such employee with MCCCD had not been interrupted by such service, the duties of which the employee is qualified to perform; or

b) In the position of employment in which the employee was employed on the date of the commencement of service, only if the employee is not qualified to perform the duties of the position referred to in subparagraph b (i) (a) after reasonable efforts by MCCCD to qualify the employee.

ii. If the employee was on military leave for 91 days or more, the employee will be reinstated:

a) In the position of employment in which the employee would have been employed if the continuous employment of such employee with MCCCD had not been interrupted by such service, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or

b) In the position of employment in which the employee was employed on the date of the commencement of the service in the uniformed services, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform, only if the employee is not qualified to perform the duties of a position referred to in subparagraph b (ii) (a) after reasonable efforts by MCCCD to qualify the employee.

c. Employee with a Service-Connected Disability. If after reasonable accommodation efforts by MCCCD, an employee with a service-connected disability is not qualified for employment in the position the employee would have attained or in the position the employee left, the employee will be employed in:

i. Any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by MCCCD; or

ii. If no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

d. General Benefits upon Reemployment. Employees who are reemployed are entitled to all MCCCD service and non-MCCCD service-related rights and benefits they would have attained with reasonable certainty had they remained continuously employed. Employees are treated as new employees for evidence of insurability purposes for re-enrollment in the MCCCD life insurance plan. Employees shall be entitled to non-MCCCD service benefits that became effective during their service. An employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to employment with MCCCD.

e. Exceptions to Reemployment. In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reemployment if any of the following conditions exist:

i. MCCCD's circumstances have so changed as to make such re-employment impossible or unreasonable;

ii. The person is no longer qualified for the prior position as a result of a disability and re-employment imposes an undue hardship on MCCCD; or
iii. The employment the person left to serve in the uniformed services was a temporary job, and there was no reasonable expectation that the job would continue indefinitely or for a significant period.

   a. A person who is a member of, applies to be member of, performs, has performed, applies to perform, or has an obligation to perform, service in a uniformed service branch shall not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment by MCCCD on the basis of that membership, application for membership, performance of service, application for service, or obligation.
   b. Employees who participate in the reporting, investigation, or filing of claims of violations of USERRA, regardless of whether they themselves performed uniformed service, may not be retaliated against.
   c. An employee who believes they have been unlawfully discriminated or retaliated against per this policy should provide a written or verbal report to the MCCCD EEO/AA Coordinator pursuant to (Policy A-21).

4. Procedure.
   a. Notice. Employees receiving orders for military leave shall provide notice (either verbal or written) as far in advance as possible to the employee’s immediate supervisor that the employee will be engaging in military service. Employees able to do so shall submit a copy of their military orders to the employee’s immediate supervisor, which must be forwarded to the HR Solutions Center. Employees placed on active duty under an emergency situation (with less than 24 hours’ notice from the service agency) must provide notice as soon as practicable after receiving orders for active service.
   b. Military Differential Pay. Eligible employees must submit Leave and Earning Statements (LES) along with military orders for the time differential pay is being requested to the HR Solutions Center for processing. Military differential pay will not be paid without all applicable LES’s.
   c. Qualified Reservist Distribution from a Health Care Reimbursement Account. A participant with a Health Care Reimbursement Account may request a Qualified Reservist Distribution of the amount contributed to the Account as of the date of the request, minus reimbursements as of that date, by completing an FSA form and submitting same to the District HR Benefits Department.
   d. Application for Reemployment Schedule. An employee who has engaged in military service must, in order to be entitled to reemployment, submit an application for reemployment to the HR Solutions Center according to the following schedule:
      i. If service is one to 30 days (or for the purpose of taking an examination to determine fitness for service) - the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours rest and after a time for safe transportation back to the employee's residence.
ii. If service is for 31 days or more but less than 180 days - the employee must notify the HR Solutions Center no later than 14 days following the completion of service.

iii. If service is 181 days or more - the employee must notify the HR Solutions Center no later than 90 days following the completion of service.

iv. If the employee is hospitalized or convalescing from a service-connected injury - the employee must notify the HR Solutions Center no later than two years following completion of service.

An employee applying for reemployment must provide military discharge documentation (i.e. DD-214) that establishes the length and character of the employee's military service to the HR Solutions Center.
A. PURPOSE. To set out MCCCD policy regarding the granting of leaves of absence to eligible employees on Jury Duty, Material Witness Duty and Crime Victim Leave.

B. APPLICABILITY. All full-time regular classified and non-classified MCCCD employees (for Jury/Material Witness Duty Leave) and all employees covered by this manual (for Crime Victim Leave).

C. POLICY.

   a. Generally. All full-time regular employees shall be entitled to leave during regular working hours when subpoenaed for jury duty or a court appearance as a material witness by the United States, the State of Arizona, a county, or a municipality. Material witness duty leave is not available to employees whose court appearance relates to or arises from the employee's commercial, business, or other personal matters, or relates to the employee’s own misconduct or unlawful conduct. This section shall not apply to employees who appear in court as part of their employment, which appearances are compensated as hours worked.
   b. Payment. Employees on leave due to eligible jury or material witness duty shall be paid the employee's applicable hourly rate for all time on leave.
   c. Return to Work. An employee released from jury or material witness duty prior to the end of the employee's scheduled workday shall report for the remaining hours of work.
   d. Procedure. Employees notified of the obligation to serve on a jury or subpoenaed to appear in court as a material witness shall immediately present a copy of the official notice, summons, or subpoena to the employee’s supervisor. Employees on paid leave due to eligible jury or material witness duty shall turn over to the District all sums paid to them by the court (other than mileage or subsistence allowances). This is normally done by cashing the check from the court and reimbursing the District for the per diem payment. The use of such leave shall be noted on the employee's time record for payroll purposes.
   e. Other. An employee who appears in court regarding personal matters as described in item C (1) (a) above must use accrued vacation or compensatory time to cover such period of absence.

2. Crime Victim Leave.
   a. Generally. An employee who is the victim of a crime or juvenile offense shall be granted leave to:
      i. Be present at a proceeding pursuant to ARS Sections 8-420 or 13-4439; or
ii. Obtain or attempt to obtain an order of protection, injunction, or other injunctive relief to help ensure the health, safety or welfare of the victim or victim’s child.

b. Use of Paid Leave. Employees shall request crime victim leave as far in advance as possible from the immediate supervisor, indicating whether such leave is to be unpaid or if the employee wishes to use accrued vacation, personal time or compensatory time while on such leave. The employee shall provide a copy of the form provided to the employee by the law enforcement agency and, if applicable, a copy of the notice of each scheduled proceeding provided to the employee by the agency responsible for providing such notice to the employee. The use of such leave shall be noted on the employee’s time record for payroll purposes.
A. PURPOSE. To set out MCCCD policy regarding voluntary tax-sheltered savings accounts available to employees.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY.

1. MCCCD has authorized employee participation in tax-sheltered savings programs offered by companies recommended by the Employee Benefits Advisory Committee and approved by the Governing Board in accordance with the law. Further information is available from the Employee Benefits Department at District Human Resources or at: http://www.maricopa.edu/employees/divisions/hr/benefits/separation/tsa
A. PURPOSE. To set out MCCCD policy regarding the granting of a leave of absence to vote to employees entitled to vote.

B. APPLICABILITY. All MCCCD employees covered by this manual entitled to vote in a primary or general election.

C. POLICY.

1. Voting Leave.

   a. Generally. All employees who are entitled to vote in a primary or general election held within the state shall be granted leave to vote at the beginning or end of the work shift, if there is less than three consecutive hours between the opening of the polls and the beginning of the employee's shift or less than three consecutive hours between the end of the employee's shift and the closing of the polls. The amount of leave granted shall be equal to three hours minus the time difference between work hours and the opening or closing of the polls.

   b. Payment. Employees on voting leave shall be paid their applicable hourly rate for all time on leave.
A. PURPOSE. To set out MCCCD’s policy regarding reporting workplace accidents and injuries, including the respective responsibilities of employees, supervisors, and District Risk Management regarding workplace accidents and injuries.

B. APPLICABILITY. All MCCCD employees covered by this manual and all MCCCD volunteers.

C. POLICY.

1. Generally. By law, every Arizona employer must furnish to each of its employees employment and a place of employment, which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees. MCCCD places a high priority on the safety and health and of its employees, and regards safety and health as a fundamental value of the institution. MCCCD is committed to supporting the safety and health of its employees by instituting and maintaining a program that provides adequate systemic policies, procedures, and practices to protect employees from, and allow employees to recognize, job-related safety and health hazards. Unfortunately, even in the safest workplaces, accidents and injuries occasionally happen. When work-related injuries or illnesses occur, it is MCCCD’s responsibility to:

   a. Ensure that an employee who sustains a work-related injury or illness receives appropriate medical treatment and timely medical and compensation payments, and

   b. Assist injured employees to return to work as soon as they are physically capable of performing the work of their position or another available position.

This policy and procedure outlines MCCCD’s methods to meet these responsibilities.

2. Recordable/Reportable Claims. It is MCCCD’s intent with this policy to report for workers’ compensation purposes and/or record for Arizona Division of Occupational Safety and Health (ADOSH) reporting purposes all injuries and diseases that arise out of and during the course of an employee’s employment with MCCCD.

   a. The following claims are recorded for ADOSH reporting purposes:

      i. Any work-related injury that results in loss of consciousness, significant injury diagnosed by a health care professional, or death

      ii. Any work-related injury where an employee is off work other than the remainder of the day the injury occurred

      iii. Any work-related injury where the employee returns to work on less than full duty or is transferred to another job

      iv. Any work-related case involving cancer, chronic irreversible disease, fractured or cracked bones, or a punctured eardrum
v. Any work-related injury for which medical treatment beyond first aid is required

b. The following claims are reportable for workers’ compensation purposes:
   i. Any injury where an employee is off work other than the remainder of the day the injury occurred
   ii. Any injury where the employee returns to work on less than full duty other than on the date of injury
   iii. Any injury for which medical care that will result in fees being billed by a health care provider
   iv. Any injury or incident, regardless of seriousness of injury, which occurred while at a place of work and in the scope of performing job duties for MCCCD

3. Accommodation of Disabled Employee. When dealing with a disabled employee as defined in the ADA who is claiming a disability under the workers’ compensation system, MCCCD will consider making a reasonable accommodation that would allow the employee to continue performing the essential functions of the employee’s position with MCCCD.

   a. Employee’s Responsibilities. An employee who suffers a work-related injury or illness shall:
      i. Immediately report the injury or illness, regardless of the apparent seriousness of the injury and whether or not medical attention is required, to the immediate supervisor, or if the immediate supervisor is not available, to the next available supervisor in the employee’s chain of command. If the injury or illness occurs at a time when no supervisor is available, the employee is to report the injury or illness to the immediate supervisor at the first available opportunity. Failure to report a workplace injury or illness by the end of the work day during which the injury or illness occurred may result in corrective action.
      ii. Seek all necessary and appropriate medical treatment;
      iii. Communicate and cooperate with District Risk Management during the workers’ compensation claim process; and
      iv. Return to work as soon as determined capable of performing the work of the employee’s regular employment position or a temporary transitional duty position.

   b. Supervisor’s Responsibilities. Upon notification of an employee’s work-related injury or illness, the employee’s immediate supervisor, if available, or the next available supervisor in the injured/ill employee’s chain of command shall:
      i. Arrange for the employee to receive necessary and appropriate medical treatment at either:
         a) Concentra Medical Centers;
         b) US HealthWorks Medical Walk-In Center, or other District Risk Management-approved facility as shown at the attached; or
         c) If there is a life-threatening condition, call 9-1-1 for ambulance transport to the nearest hospital emergency room.
ii. Contact District Risk Management and report the details of the injury/illness as soon as possible and no later than the end of the workday on which the injury occurred. The supervisor shall also report the injury/illness to the employee’s department/division director. Failure to report an employee’s workplace injury or illness within two work days of the injury or illness may result in corrective action.

iii. Complete the *Supervisor’s Report of Industrial Injury* and submit same to District Risk Management no later than 24 hours after the injury/illness (Assist the employee with the employee’s portion as necessary).

iv. Determine the injured employee’s return to work status.

v. If the employee is able to return to work immediately without restrictions allow the employee to return and provide District Risk Management with documentation of the employee’s condition along with the *Supervisor’s Report of Industrial Injury*.

vi. If the employee is able to return to work but with restrictions, or is temporarily totally disabled and unable to return to work, forward all documentation to District Risk Management along with the *Supervisor’s Report of Industrial Injury*.

vii. Immediately correct or remedy any unsafe conditions or practices indicated by the investigation. Attach the details of any such action to the *Supervisor’s Report of Industrial Injury*.

viii. Maintain contact with the employee regarding the employee’s condition and return to duty.

ix. Discuss possible temporary transitional duty with District Risk Management.


i. Assist the immediate or other responsible supervisor with the injury/illness investigation.

ii. Prepare and send the Employer’s Report of Industrial Injury to MCCC’s third-party administrator (TPA), which will then administer the claims process.

iii. Remain in contact with the TPA regarding injured employees’ medical and work statuses.

iv. Complete the ADOSH/workers’ compensation claim reporting and documentation process.

v. If the injured employee is unable to return to full duty immediately, determine the employee’s eligibility for wage continuation or workers’ compensation (See Policy A-10 – Workers Compensation) and/or temporary transitional duty [See Policy A-11 – MCCC Temporary Transitional Duty (MTTD) Program].

vi. Serve as a consultant and liaison to employees and supervisors regarding the workers’ compensation claims process.

5. Payment of Wages.

a. Day of Occurrence. MCCC will compensate an employee who suffers a work-related injury or illness and who receives medical treatment for the injury or illness during work hours on the day of occurrence, for any lost time while receiving treatment as regular wages.
MCCCD will pay the employee for a full day’s work as regular wages if the employee does not return to work on the day of occurrence. MCCCD will not pay overtime for any medical treatment allowed.

b. Subsequent Days. In the event an employee is off work due to a workplace injury or illness for subsequent days after the day of occurrence, see Policy A-10 – Workers’ Compensation regarding the employee’s eligibility for compensation from MCCCD.

6. MCCCD Employees Residing Outside of Arizona. Out-of-state employees who suffer a work-related injury or illness are directed to contact MCCCD Risk Management at (480) 731-8698.
STAFF POLICY MANUAL

Policy A-10  WORKERS’ COMPENSATION

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Applicable Law/Statute:</th>
<th>Source Doc/Dept:</th>
<th>Authorizing GB Pol/Reg:</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2013</td>
<td>ARS 23–901 to -1091; ARS 23-401 to -433</td>
<td>None/Risk Mgt.</td>
<td>GB Policies 2.5, 3.3</td>
</tr>
</tbody>
</table>

A. PURPOSE. To set out MCCCD’s policy regarding compensation for employees who suffer compensable workplace illnesses or injuries and who are determined by a physician to be temporarily totally disabled.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY.

1. Eligibility. Employees who suffer workplace illnesses or injuries and who are determined by a physician to be temporarily totally disabled are eligible for compensation as provided herein, after review and approval by District Risk Management, subject to the following conditions:
   a. The illness or injury is determined compensable by MCCCD’s Third-Party Administrator;
   c. If applicable, the employee relinquishes workers’ compensation benefit payments to MCCCD.

2. Compensation.
   a. Full-time Appointed, Classified and Non-Classified Employees.
      i. 100% Wage Continuation. Full-time appointed, classified and non-classified employees determined to be temporarily totally disabled due to a compensable workplace illness or injury are eligible to receive 100% of their normal rate of pay, including premium pay, for regularly scheduled hours per week for up to 30 working days. Such payments shall commence at the beginning of the first work day after the date of injury, upon receipt of proof of disability and an approved claim. Such compensation shall terminate after 30 working days per claim or aggravation of same.
      ii. 66.67% Compensation. Full-time appointed, classified and non-classified employees who exhaust the 30 working days benefit described above are eligible to receive 66.67% of their average monthly pay, up to a maximum as established by state law, plus $25.00 per month for one or more dependents, during the period of disability. In addition, MCCCD will pay the remaining 33.33% of the employee’s average monthly pay out of the employee’s accumulated sick leave. Once sick leave is exhausted, an employee may elect to have the remaining 33.33% paid from accumulated vacation.
   b. Other than Full-time Appointed, Classified and Non-Classified Employees. All employees, other than full-time appointed, classified and non-classified employees, who suffer a compensable workplace illness or injury, are eligible to receive 66.67% of their average monthly pay, up to a maximum as established by state law, plus $25.00 per month for one
or more dependents. Other than full-time appointed, classified and non-classified employees are eligible for this compensation after missing more than seven days of work. If the total temporary disability extends beyond seven days, the employee will begin receiving such compensation on the eighth day after the injury. If temporary total disability extends beyond the 14th day, the employee will receive such compensation retroactive to the day after the date of injury.

3. **Employment Status.** An employee receiving compensation hereunder is in active pay status. Full-time appointed, classified and non-classified employees receiving compensation hereunder shall accrue vacation and sick leave, have MCCCD’s share of any health insurance premium paid (and have the employee’s share, if any, deducted from such compensation), and be entitled to holiday pay for any holidays which occur while receiving compensation.

4. **Termination.** The compensation payable herein shall terminate upon any of the following events:
   a. The employee returns to work:
   b. The employee’s physician releases the employee to return to work:
   c. The employee fails to return to work on a temporary transitional work assignment consistent with the employee’s medical restrictions.

5. **MCCCD Employees Residing Outside of Arizona.** Out-of-state employees who suffer a work-related injury or illness are directed to contact MCCCD Risk Management at (480) 731-8698 concerning eligibility for compensation.
A. PURPOSE. To set out the policy and process for providing transitional work for MCCCD employees who have a work-related injury or illness and as a result are not immediately able to return to full duty.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY.

1. Generally. District Risk Management administers the MCCCD Temporary Transitional Duty (MTTD) program. The MTTD program provides temporary transitional duty for employees who have a work-related injury or illness and as a result are not immediately able to return to full duty. The goal of the MTTD program is for MCCCD to work with injured/ill employees and the employee’s physician to transition the employee back to full, unrestricted duty.

2. Work-related Injuries/Illnesses. Employees who have a job-related injury or illness within the scope of employment and whose physician determines to be able to return to work but with restrictions on their next scheduled workday shall qualify for the MTTD program. An employee injured within the scope of employment who is returned to duty with restrictions by their physician on their next scheduled work day must:
   a. Report the injury to their immediate supervisor and complete all required documentation pursuant to Policy A-9, Workplace Injury Reporting.
   b. Contact their immediate supervisor immediately after receiving medical care, and provide the supervisor with all documentation from the treating physician, which should include a diagnosis of the injury and a list of physical restrictions;
   c. Meet with their division/department director or designee in conjunction with District Risk Management and/or College HR to discuss the terms and conditions of a temporary transitional duty position within the restrictions outlined by the physician; and
   d. Report to work under the terms and conditions of the temporary transitional duty position offered.

3. Procedure.
   a. Agreement. Prior to the employee’s start date in the MTTD program, the employee will meet with the employee’s department director or designee and District Risk Management and/or College HR to review and sign an MTTD Transitional Duty Agreement. The agreement will include at a minimum the following:
      i. A specific start and stop date for the MTTD assignment. These dates will be, in part, based on information provided by the physician relative to the nature of the employee’s
condition and the anticipated recuperation time. The time an employee may remain in a MTTD position shall be determined at the discretion of the division/department director in conjunction with District Risk Management on a case by case basis, but in most instances will not exceed 12 weeks;

ii. Reporting requirements relative to the progress of prescribed treatment and the frequency of those reports;

iii. Specific treatment ordered by the physician; and

iv. A specific listing of limits established by the physician which may include, but is not limited to:
   a) Limits in the number of hours per day the employee can work;
   b) Climbing limitations (ladders, steps, etc.);
   c) Limitations in the use of equipment;
   d) Walking and/or standing limitations;
   e) Stooping and/or twisting limitations;
   f) Lifting limitations both for weight and height, as well as frequency; and
   g) Pushing and/or pulling limitations.
   h) Specific steps developed in conjunction with the physician to "condition" the employee so that they can return to their position as quickly as possible. An example of a conditional objective may be to gradually increase the number of hours per day an employee works or gradually increase the number of days per week the employee participates in normal job duties versus transitional work.

b. Refusal to Participate. Should an employee with a work-related injury or illness refuse to perform offered MTTD that is within the restrictions imposed by the employee’s physician, MCCCD will cease payment of wage continuation and/or terminate temporary total disability compensation. MCCCD may also take corrective action. If the attending physician will not authorize temporary transitional duty, MCCCD will take appropriate action as allowed by law.

c. MTTD Guidelines. While on MTTD, employees:
   i. Are not eligible for overtime or special duty (except court duty for certified police personnel);
   ii. Are not permitted to respond to emergencies, drive marked safety vehicles or, for public safety officers, wear any part of the uniform of the day;
   iii. May be assigned to perform duties the employee is capable of performing where such work is available. The preference will be to place the employee with the employee’s current division/department if MTTD work is available in that division/department;
   iv. Will be paid the compensation the employee would have received had they continued to perform their regular duties.
   v. Need not use sick or other leave for medical appointments related to the injury/illness.
d. Number of MTTD Positions. The division/department director shall determine the availability
and number of MTTD positions available in a division/department.

e. Return to Work. MCCCD will return employees to full duty only upon receipt of a release
from the employee's physician indicating the employee may return to full duty without
restriction. MCCCD may require a fitness for duty exam in such case.

4. MCCCD Employees Residing Outside of Arizona. Out-of-state employees who have a job-
related injury or illness within the scope of employment and whose physician determines to be
able to return to work but with restrictions on their next scheduled workday are directed to
contact MCCCD Risk Management at (480) 731-8698 concerning eligibility for the MTTD
program.
A. PURPOSE. To set out MCCCD policy regarding the retirement and pension programs provided to all eligible MCCCD employees.

B. APPLICABILITY. All MCCCD employees are covered by this section of the manual. Whether a particular employee is eligible for the benefits provided by these systems/plans is determined by the terms of the system/plan.

C. POLICY.

1. Eligible employees of MCCCD are covered under the Federal Social Security and the Arizona State Retirement System/Plan.
A. PURPOSE. To provide educational assistance for eligible employees and their spouses and dependent children.

B. APPLICABILITY. All MCCCD employees covered by this manual (and other MCCCD employees as indicated below) are eligible for educational assistance as shown in the attached table.

<table>
<thead>
<tr>
<th>Type of Employee</th>
<th>FTE</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time Board-approved Regular (FTBAR) employees</td>
<td>1.00</td>
<td>Yes, up to 12 credit hours per semester</td>
</tr>
<tr>
<td>and dependents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FTBAR - on leave if otherwise eligible</td>
<td>1.00</td>
<td>With Employee Services Authorization</td>
</tr>
<tr>
<td>Athletic Specialists [and dependents]</td>
<td>1.00</td>
<td>Yes, up to 12 credit hours per semester</td>
</tr>
<tr>
<td>Full-time, Board-approved specially funded employees*</td>
<td>1.00</td>
<td>Yes, up to 12 credit hours per semester</td>
</tr>
<tr>
<td>[and dependents]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full-time, Skill Center employees [and dependents]</td>
<td>1.0</td>
<td>Yes, up to 12 credit hours per semester</td>
</tr>
<tr>
<td>Part-time, Board-approved Specially Funded employees*</td>
<td>0.50</td>
<td>Yes, up to 6 credit hours per semester</td>
</tr>
<tr>
<td>and dependents</td>
<td>0.99</td>
<td></td>
</tr>
<tr>
<td>PTBAR - on leave if otherwise eligible*</td>
<td>0.50</td>
<td>With Employee Services Authorization</td>
</tr>
<tr>
<td>and dependents</td>
<td>0.99</td>
<td></td>
</tr>
<tr>
<td>Full-time, Board-approved short-term (OYO and OSO)</td>
<td>1.00</td>
<td>Yes, up to 12 credit hours per semester</td>
</tr>
<tr>
<td>employees*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* The following employees/dependents are not eligible for tuition waivers: Part-time Skill Center employees; dependents of employees who are less than .99 FTE; temporary employees (including those on RPS); part-time Specially Funded and part-time Board-approved Regular employees who are less than .50 FTE; Board-approved short-term (OYO/OSO) employees who are less than 1.0 FTE.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. POLICY. The Governing Board has approved the waiver of the in-county cost of tuition for eligible employees, and the spouses and dependent children of certain eligible employees enrolling for courses at Maricopa County Community Colleges. The details of the tuition waiver are program are

1. **Residency.** The tuition waiver benefit is limited to the in-county credit hour cost. Employees, spouses and dependent children must submit residency documentation to the admissions & enrollment office. If ineligible for in-county residency status, parties with out-of-state or out-of-county residency status are responsible for the difference in tuition cost. To qualify for the waiver, spouses and dependents must otherwise be eligible to receive a public benefit.

2. **Dependent Spouse.** The employee’s spouse under a legally valid existing marriage. Domestic partners are not eligible by state statute.

3. **Dependent Child.** The employee’s unmarried children or the unmarried children of the employee’s spouse. This includes natural children, legally-adopted children, step children*, children placed for adoption, children under legal guardianship substantiated by a court order and living with the employee, and children who are entitled to coverage under a medical support order. Additionally, the employee must be able to claim the dependent child (*including step children) as an exemption for state and federal tax purposes. Factors such as relationship, residence, age and support help to determine if a dependent child is eligible:
   a. **Relationship.** The taxpayer’s child or stepchild (whether by blood or adoption).
   b. **Residence.** Dependent has the same principal residence as the taxpayer for more than half the tax year; exceptions apply, in certain cases, for children of divorced or separated parents, kidnapped children, or temporary absences.
   c. **Age.** Dependent must be under the age of 24 if a full-time student for at least five months of the year.
   d. **Support.** Dependent did not provide more than one-half of his/her own support for the year.

   Children of a domestic partner may also be eligible, even though the domestic partner is not, if the employee has established a legal responsibility for the children (via court order, etc.) with the District Human Resources Benefits Department.

4. **Waiver.** No course, regardless of format or method of delivery, including distance learning or study abroad, will be funded above the current in-county cost approved by the Governing Board. The waiving of fees under this policy does not include expenses such as library and laboratory fees, towel fees, books, supplies, and other special course fees, which are the responsibility of the waiver recipient.

5. **Eligible Courses.** Tuition waivers may be used for credit courses taught at any MCCCD location, including Skill Centers. The waiver benefit is limited to the in-county credit hour cost of tuition and does not cover the full clock hour cost of courses taken at the Skill Centers. Tuition waivers are not permitted for non-credit courses at any MCCCD location and do not cover out of state surcharges or other fees. The District’s Office of Public Stewardship maintains the responsibility to determine course formats that are ineligible for the waiver.

6. **When Eligible.** Employees must have begun employment with MCCCD prior to the start date of the class for the employee or dependent to be eligible hereunder. If an existing employee has a change of status in the middle of the year where a dependent child or spouse has been added,
the effective start date for tuition waiver eligibility begins on the first of the month following the month in which the addition was made.

7. **Class Attendance during Working Hours.** Employees may attend MCCCD classes paid for through tuition waiver in limited instances during normal working hours of accountability with the written approval of the supervisor and the appropriate administrative official (President/Provost/Vice Chancellor). Approvals may only be granted in accordance with the following:

   a. There will be a limit of one class per semester unless approved by the supervisor and President/Provost/Vice Chancellor

   b. The class is only offered only during the employee's regular work schedule.

   c. Any change in the work schedule must have the approval of the supervisor and President/Provost/Vice Chancellor.

   d. There is a distinction between a supervisor's authority to establish and approve a work schedule and the District's authority to determine the type of course formats where the waiver may be applied during the workday. Supervisory approval is limited to an employee's absence from work. When using a tuition waiver to enroll in credit hour courses or programs that involve major adjustments to the work schedule (full day absences) the recording of personal, vacation, or a supervisor approved flex schedule is required.

      i. Use of the MCCCD tuition waiver for courses where a credit, degree, or certificate is pursued places an employee in student status for official reporting purposes and thus is subject to limitations of use to ensure the proper expenditure by the institution of taxpayer funds. It is permissible to use the waiver during an employee’s own time to pursue college credits, a certificate, or a degree.

      ii. If a class conflicts with an employee’s normal working hours of accountability, supervisory approval is required. Even with supervisory approval to enroll in a course during hours of accountability, the employee must make up the time away from work through a documented and supervisor-approved flex schedule or use of personal or vacation time. Limited exceptions may be made in instances where the supervisor directs the employee to enroll in a credit hour course during work time. Even in such instances, not only should the course be essential to the employee’s current work duties, but also the time adjustment made to the work schedule should be incidental or limited in scope (less than two hours) if the MCCCD tuition waiver is to be used to cover the credit hour cost of the course.

      iii. MCCCD tuition waivers may not be applied to block courses and certification programs that are offered in delivery formats that in totality only occur during normal business hours of accountability. Any activity that involves the utilization of a tuition waiver (a publicly funded benefit) to enroll in a MCCCD credit hour courses while an employee is in work status (on the clock) should always be scrutinized. In terms of expenditures of public funds, there is a specific difference in structure and purpose between learning opportunities that are offered through employee organizational training and development, workshops, or conferences and those that have been vetted through the curriculum and transfer articulation approval process and that appear on an institutional transcript as credit hours with grades.
8. **Dismissal from Employment.** Employees who are dismissed or separated from service prior to the first meeting of a class for which a waiver has been approved may either withdraw from or elect to pay for the course. If dismissal or separation from service occurs after the first meeting of the class which the employee has attended, the employee may continue taking the class using the tuition waiver.

9. **Procedure.** An official request form must be presented in order to initiate the waiver process. Regular Board-approved employees fill out the Employee Tuition Waiver Request (*Form A*). Part-Time, Board approved Specially-Funded / regular employees fill out the Part-Time Employee Tuition Waiver Request (*Form B*). Eligible Dependents of employees fill out the Dependent Tuition Waiver Request (*Form C*). The balance for out-of-county, out-of-state or other surcharges and other fees not covered by the waiver must be paid before any tuition waivers will be processed.
A. PURPOSE. To set out MCCCD policy in compliance with state statute regarding the use of District resources or employees to influence the outcomes of elections.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY

1. Generally. Arizona law provides the following regarding the political activity of MCCCD employees:
   a. MCCCD shall not use its personnel, equipment, materials, buildings or other resources such as but not limited to the intranet, internet, cable TV or publications for the purpose of influencing the outcomes of elections. Nothing in this section precludes MCCCD from reporting on official actions of the governing body.
   b. MCCCD employees shall not use the authority of their positions with MCCCD to influence the vote or political activities of any subordinate MCCCD employee.
   c. Nothing contained in this section shall be construed to prohibit MCCCD from permitting student political organizations of political parties, including those that are recognized pursuant to ARS sections 16-801, 16-802 and 16-803, to conduct lawful meetings in MCCCD buildings or on MCCCD grounds, except as prescribed in subsection C (1) (a) of this section. Each student political organization that is allowed to conduct lawful meetings on MCCCD property shall have equal access as any other student political organization that is allowed to conduct lawful meetings on MCCCD property.
   d. Nothing contained in this section shall be construed as denying the civil and political liberties of any employee as guaranteed by the United States and Arizona Constitutions.

2. Guidelines. The MCCCD General Counsel has prepared a publication explaining the application of ARS 15-1408 to the use of MCCCD resources and personnel to influence elections at: http://www.maricopa.edu/legal/dp/counselnotes/politicalactivity.htm. In addition, the Arizona Attorney General has published guidelines as required by state statute relating to the use of community college district resources or personnel to influence the outcomes of elections at: https://www.azag.gov/document/school-use-guidelines-community-college-district-resources.
A. PURPOSE. To set out MCCCD policy and related procedures for the employment and supervision of relatives of existing employees in accordance with state conflict of interest statutes.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY.

1. Generally. Relatives of employees of MCCCD may apply for, be considered without prejudice for, and be hired into any employment position with MCCCD. However, no person may be employed by MCCCD where such person’s relative is already employed in a position within the line of supervisory authority of the position being filled, except if the relative in the position in the line of supervisory authority has recused themselves from involvement in any key decision involving such person as provided in Section C (2) below.

2. Recusal and Assignment. A relative of an existing MCCCD employee may only work in a position in the same line of supervisory authority as the employee if the employee recuses himself/herself from all decision making, meaning the initial employment decision and all key decisions regarding said relative are assigned to a manager or supervisor who is not related to either the relative or the employee and who is higher in managerial or supervisory authority than both the relative and the employee. Such assignment shall be made by the Vice Chancellor of Human Resources or designee. Exceptions to this policy may be made only in extreme extenuating circumstances and then only with the approval of the Vice Chancellor of Human Resources. If the Vice Chancellor for Human Resources or designee is in the line of supervisory authority of a relative, the Vice Chancellor shall recuse himself/herself and the Chancellor shall name a different member of the Chancellor’s Executive Council to perform this duty.

3. Created Relationships. If, after employment, two employees become relatives within a line of supervisory authority, MCCCD will attempt to accommodate this newly-created relationship if such accommodation can be done without impairing MCCCD operations or violating the law. Efforts to accommodate the relationship may include, but not be limited to, assigning the employees to work different shifts, reassigning the employees so that one does not supervise the other, or assigning different supervisors to each employee pursuant to Section C (2) above. If an accommodation cannot be realized, a resignation of one of the parties shall be required. Employees contemplating the creation of a relationship in violation of this policy shall provide their immediate supervisor with notice of the intent to do so as far in advance as possible in order for the employees’ manager, in conjunction with District Human Resources, to determine if and how such relationship may be accommodated pursuant to this policy.

4. Procedure. Annually, every appointed, classified and non-classified employee shall file a disclosure naming any relatives who also are an employee of MCCCD. This disclosure also
shall include an acknowledgement by the employee that they have read and understand MCCCD’s hiring of relatives policy. Updated disclosures will be submitted by the employee during the year if personal circumstances change.

5. Definitions.
   a. “Relative” includes a parent, step-parent, parent-in-law, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, great-grandchild, aunt, uncle, niece and nephew of the employee or the employee's spouse. A “relative” also includes a domestic partner of an employee who is claimed as a dependent by the employee for insurance purposes, and a relative (as that term is defined herein) of such domestic partner.

   b. “Key decision” includes any decision involving the hire, renewal, retention, supervision, promotion, probationary review, initial salary determination, discipline, evaluation, or compensation of a relative. A key decision does not include a decision that incidentally affects a relative equally among other employees.

   c. “Line of supervision” includes all positions in the chain of command of the employee's position, from the employee’s position up to and including the College President/Administrator.
A. PURPOSE. To set out MCCCD policy regarding time off from work and compensation for time worked by eligible employees on days designated as holidays by MCCCD.

B. APPLICABILITY. All full-time classified and non-classified employees.

C. POLICY.

1. Designated Holidays. Eligible employees in active pay status on the workday before and the workday after a holiday shall be granted holiday compensation/leave for the following designated holidays:
   a. Independence Day
   b. Labor Day
   c. Veteran’s Day
   d. Thanksgiving Day
   e. Friday following Thanksgiving
   f. Winter Recess
   g. Martin Luther King Day
   h. President’s Day
   i. Spring Recess – (Two Days, Thursday and Friday)
   j. Memorial Day

At the Chancellor’s option, an additional holiday or holidays may be declared during the fiscal year.

2. Weekend Holidays. Designated holidays occurring on a Saturday or Sunday will be observed on Friday or Monday, or as otherwise designated by MCCCD.

3. Holiday Compensation. Eligible non-exempt employees are paid holiday pay in an amount equivalent to their pay for a regularly scheduled work day on the day of holiday observance. Eligible exempt employees will be paid their regular salary in any week containing a designated holiday. Eligible employees who are less than 1.0 FTE are paid a pro-rated portion of holiday based on their percentage of FTE. Employees must be in active pay status both the scheduled working day before and the scheduled working day after a holiday in order to receive holiday pay.

4. Holiday on Regular Day Off. An eligible non-exempt employee whose regular day off falls on a day of holiday observance may either, at the option of the employee’s department, be 1) given
an alternative day off during the same calendar week with pay, or 2) paid an additional amount equivalent to their pay for a regularly scheduled work day. Consistent with operational needs, the employee’s preference in this regard will be considered.

5. **Work on Holiday.** Eligible non-exempt employees regularly scheduled or required to work on a designated holiday shall be paid for all hours actually worked at one and one-half times the employee’s regular hourly rate of pay, in addition to holiday pay. The holiday for this purpose is the actual holiday, regardless of when the holiday is celebrated. The holiday hours actually worked shall be creditable toward overtime compensation due. The additional holiday pay is excluded for purposes of calculating eligibility for overtime.

6. **Holiday While on Vacation.** If a designated holiday falls while an employee is on vacation, the employee will be paid holiday pay and not be charged vacation leave for the holiday.
A. PURPOSE. To set out MCCCD’s policy regarding public stewardship and institutional ethics and the ethical and professional conduct expected of every MCCCD employee.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY.

1. Code of Ethical and Professional Conduct. In compliance with state laws related to conflicts of interest for employees of all political subdivisions of the state, the following rules shall apply to all MCCCD employees:

   a. Any employee who has, or whose relative has, a substantial interest in any contract with, sale to, purchase from, service for, or decision by MCCCD must do two things:
      i. The employee must disclose the substantial interest to MCCCD in writing; and
      ii. The employee must refrain from participating in any manner in the contract, sale, purchase, decision or decision making process therefore.

Even if the employee is confident that they can be objective in the matter and that the public interest would not be harmed by the employee's participation, the employee must disclose the substantial interest and not participate in the matter.

   b. Any employee may supply equipment, material, supplies, or services to MCCCD only if the contract is awarded after public competitive bidding. The college seeking to engage in the contract should contact the MCCCD Purchasing Division for a description of the competitive bidding requirements.

   c. During employment with MCCCD and for 12 months after leaving employment, an employee may not represent another person or entity for compensation before MCCCD on a matter:
      i. If the employee was directly concerned with the matter while an MCCCD employee;
      ii. If the employee personally participated in the matter during MCCCD employment; and
      iii. If the matter involved a substantial and material exercise of administrative discretion by the employee.

   d. During MCCCD employment and for two years after leaving employment, an employee may not disclose or use for the employee's personal profit any information disclosed to the employee in the course of the employee's official duties that has been clearly designated as confidential or that is declared confidential by law.
e. An MCCCD employee may not receive or agree to receive directly or indirectly compensation (other than as provided by law) for any service rendered or to be rendered by the employee in any matter pending with MCCCD.

f. An MCCCD employee may not use or attempt to use the employee's official position to secure any valuable thing or benefit that would not ordinarily accrue to the employee in the performance of official duties, if the thing or benefit is of such character as to manifest a substantial and improper influence on the employee with respect to the employee's official duties.

g. If an employee is significantly involved in initiating, negotiating, securing, drafting, or creating a contract on behalf of MCCCD:

i. MCCCD has the right to cancel the contract if the employee is or becomes an employee or agent of any other party to the contract while the contract or any extension of the contract is in effect; and

ii. MCCCD has the right to cancel the contract if the employee is or becomes a consultant with respect to the subject matter of the contract of any other party to the contract while the contract or any extension of the contract is in effect.

h. For the purposes of this policy, the term "substantial interest" means any pecuniary or proprietary interest, either direct or indirect, other than a remote interest as defined in ARS 38-502 (10) (a-j). The term “relative” means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

2. Examples of Conflicts of Interest. Employees with questions about the application of section C (1) (f) herein, are directed to Administrative Regulation 1.18 – Gifts, Gratuities and Unrelated Compensation, which contains specific examples of items which may and may not be accepted: http://www.maricopa.edu/publicstewardship/governance/adminregs/fiscal/1_18.php.

3. Notice Procedure. The MCCCD Governing Board recognizes the responsibility to demonstrate ethical and professional conduct. In order to demonstrate this commitment to public trust and accountability to the communities that we serve, all appointed, classified and non-classified employees shall be required to participate in training that focuses on public stewardship and institutional ethics. Such training shall be rigorous, practical and application based. Newly hired appointed, classified and non-classified employees shall be required to participate in training during their probationary period and every two years thereafter. Existing appointed, classified and non-classified employees shall be required to participate in training within two years of the adoption of this policy and every two years thereafter. The District also shall consider ways of training temporary employees once initial training of appointed, classified and non-classified employees is complete. Such training shall also be rigorous, practical and application-based and temporary employees shall be required to participate in training every two years after initial training. The delivery of training to temporaries may differ from that of appointed, classified and non-classified employees, in recognition of the fact that they may work on a part-time or seasonal basis.
A. PURPOSE. To promote and support a drug-free workplace for MCCCD employees

B. APPLICABILITY. All MCCCD employees

C. POLICY.

1. Generally. The District supports the Drug Free Workplace Act of 1988, and complies with all federal, state, and local laws pertaining to controlled substances. The manufacture, sale, possession, distribution, dispensing, or use by employees of controlled substances in the workplace is prohibited.

2. Notification and Sanctions. As a condition of employment, each employee shall agree to abide by the terms of this policy and notify the Vice Chancellor for Human Resources of any criminal drug conviction for a violation that occurs in whole or in part in the District’s workplace, within five days of such conviction. Besides the sanctions imposed by federal and state courts concerning controlled substance violation(s), the District will respond administratively when the offense involves an employee as the offender. Sanctions may include required participation in a drug rehabilitation program or termination of employment.

3. Drug Abuse Prevention. The District sponsors and/or participates in the following drug prevention activities:
   a. Counseling services provide individual sessions on the topic of substance abuse. When necessary, counselors will provide referral services to community-based agencies.
   b. Drug awareness workshops are offered through the District’s Fitness Center Wellness Workshops.

4. Assistance. Employees with a drug problem can also receive assistance by calling:
   a. The MCCCD Employee Assistance Program (EAP) at 1-800-603-2970
   b. National Institute on Drug Abuse Hotline at 1-800-662-4357
   c. DRUGHELP at 1-800-378-4435
A. PURPOSE. To set out the obligation of all Maricopa management employees to operate within a system of internal control.

B. APPLICABILITY. All MCCCD employees deemed to be “management” employees as defined in Administrative Regulation 6.12, defined therein as members of the Chancellor’s Executive Council (CEC), the Management, Administrative & Technological (MAT) employee group, as well as members of any other employee groups that are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), or other employees who serve as directors or coordinators of a program, service, institute or other initiative.

C. POLICY.

1. Management Responsibility. MCCCD’s management employees, as defined herein, are responsible for establishing a system of internal controls, risk management and organizational processes over the operations of MCCCD in a manner which provides the MCCCD Governing Board reasonable assurance that:
   a. Risks are appropriately identified and managed.
   b. Interaction with the various organizational groups occurs as needed.
   c. Significant financial, managerial, operational information is accurate, reliable and timely.
   d. Employees’ actions are in compliance with policies, standards, procedures and applicable laws and regulations.
   e. Resources are acquired economically, used efficiently and protected.
   f. Programs, plans and objectives are achieved.
   g. Significant legislative or regulatory issues impacting MCCCD are recognized and addressed appropriately.

2. Managing Operations. The system of internal controls over the operations is a function of management and is an integral part of the overall process of managing operations. As such, it is the responsibility of managers at all levels of the organization to:
   a. Identify and evaluate the exposures to loss which relate to their operations.
   b. Specify and establish plans and operating standards, procedures, systems, and other disciplines to be used to minimize, mitigate and/or limit the risks associated with the exposures identified.
c. Establish practical systems of internal control processes that require and encourage employees to carry out their duties and responsibilities in a manner that achieves the seven (7) control objectives outlined in Section C (1) above.

d. Maintain the effectiveness of the systems of internal control processes for which they are responsible.
A. PURPOSE. To set out and define MCCCD’s categories of employment for certain specified employment positions, including each employment position’s status, scheduling and duration category.

B. APPLICABILITY. All MCCCD employment positions currently included in the PSA, MAT, M&O, Crafts and Public Safety employee groups, Skill Center employees, CEC employees, and Athletic Specialists.

C. POLICY.

1. Categories for Included Positions.
   a. Status Categories. The MCCCD employment positions listed in Section B above fall into one of the following defined status categories:
      i. Appointed. Positions whose incumbents are appointed by the Governing Board. Appointed positions include:
         a) Chancellor
      ii. Classified. All employment positions with MCCCD in which the incumbents, after successful completion of a new hire probationary period, may only be disciplined for just cause and have the right to appeal certain disciplinary actions in accordance with each employee group manual. The classified category includes all positions in the PSA, MAT, M&O, Crafts and Public Safety Employee Groups, including all such positions in the Maricopa and Southwest Skill Centers.
      iii. Non-Classified. All employment positions with MCCCD which are not appointed by the Governing Board nor defined as classified. Persons in non-classified positions are at-will employees. The non-classified category includes:
         a) Athletic Specialists
         b) CEC employees
   b. Scheduling Categories:
      i. Hours Per Week Schedule Categories. All employment positions with MCCCD fall into one of the following defined Hours Per Week scheduling categories:
         a) Full-time - A position scheduled to work at least 30 hours per week on a regularly scheduled basis, for either an indefinite or fixed period of time.
         b) Part-time - A position scheduled to work a maximum of 25 hours per work week on a regularly scheduled basis, for either an indefinite or fixed period of time, with an
exception to be scheduled to work for up to 40 hours or more per work week during seasonal “peak weeks” as established by MCCCD.

ii. Months Per Year Schedule Categories. All employment positions with MCCCD fall into one of the following defined Months Per Year scheduling categories:
   a) 12-month – A position scheduled to work every work period in the fiscal year.
   b) 10-month - A position scheduled to work every work period in the ten months between July 29 and May 23* each fiscal year.
   c) 9.5-month – A position scheduled to work every work period in the nine and one-half months between August 5 and May 16* each fiscal year.
   d) 9-month – A position scheduled to work every work period in the nine months between August 12 and May 9* each fiscal year.

c. Duration Categories. All employment positions with MCCCD also fall into one of the following defined duration categories:
   i. Regular. A position requiring a regular schedule for every pay period in a 9, 9.5, 10, or 12-month schedule.
   ii. Temporary. A position in which an employee works on a full or part-time basis for a fixed period of time.
   iii. Seasonal. A position requiring a full or part-time schedule for a portion of a calendar year performing work limited to a specific season or period of the year.
   iv. Intermittent. A position which works full or part-time schedule on a recurring, inconstant basis.

2. Other. All other MCCCD employment positions, including but not limited to the following, are not defined or covered by this policy:
   a. Residential Faculty
   b. Adjunct Faculty
   c. Specially-funded employees
   d. All short-term non-faculty employees (i.e., temporary, OSO, OYO, etc.)

*These dates are for the 2012-2013 fiscal year and change each fiscal year.
A. PURPOSE. To set out MCCCD policy regarding the District’s commitment to promote a learning and working environment that is non-discriminatory, demonstrated through the value of inclusion and the implementation and enforcement of policies and regulations that prohibit discrimination and by practicing non-discriminatory actions in its employment activities.

B. APPLICABILITY. All MCCCD employees covered by this manual, students and visitors.

C. POLICY.

1. EEO Policy Statement. It is the policy of MCCCD to promote equal employment opportunities through a positive continuing program. This means that MCCCD will not discriminate, nor tolerate discrimination in employment or education, against any applicant, employee, or student because of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status or genetic information. Additionally, it is the policy of MCCCD to provide an environment for each MCCCD job applicant and employee that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status or genetic information.

2. EEO Policy. It is the policy of MCCCD:

   a. To recruit, hire, and promote in all job groups, and to ensure that all human resources employment selection and decision practices do not discriminate, nor tolerate discrimination in employment or education, against any applicant, employee, or student on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status or genetic information.

   b. That all human resources employment selection and decision practices pertaining to advertising, benefits, compensation, discipline (including probation, suspension, and/or involuntary termination for cause or layoff), employee facilities, performance evaluation, recruitment, social/recreational programs, and training will continue to be administered without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status or genetic information.

   c. To hold each level of management responsible for ensuring that all employment policies, procedures, and activities are in full compliance with all applicable federal, state, and local EEO statutes, rules, and regulations.

3. Sexual Harassment Policy.
a. The policy of the Maricopa County Community College District (MCCCD) is to provide an educational, employment, and business environment free of sexual violence, unwelcome sexual advances, requests for sexual favors, and other verbal and/or physical conduct or communications constituting sexual harassment as defined and otherwise prohibited by state and federal law.

b. Sexual harassment is unwelcome verbal or physical conduct of a sexual nature that is sufficiently severe, persistent, or pervasive that it alters working conditions and creates a hostile environment for employees, or that it unreasonably interferes with, limits, or deprives a student of the ability to participate in or benefit from any MCCCD educational program or activity. The unwelcome behavior may be based on power differentials, the creation of a hostile environment, or retaliation for sexual harassment complaints. Sexual harassment by and between, employees; employees and students; and campus visitors and students or employees, is prohibited by this policy.

c. It shall be a violation of MCCCD's Sexual Harassment Policy for any employee, student or campus visitor to:

   i. Make unwelcome sexual advances to another employee, student or campus visitor;

   ii. Make unwelcome requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment or academic relationship;

   iii. Engage in verbal or physical conduct of a sexual nature with another employee, student or campus visitor, that may threaten or insinuate, either explicitly or implicitly, that the individual's submission to, or rejection of, the sexual advances will in any way:

       a) Influence any personnel decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development; or

       b) Influence his or her grades, participation in or access to academic programs, class standing or other educational opportunities;

   iv. Engage in verbal or physical conduct of a sexual nature that:

       a) Has the purpose or effect of substantially interfering with an employee's ability to do his or her job; or with a student's ability to learn or participate in a class; or

       b) Which creates an intimidating, hostile or offensive work or academic environment;

   v. Commit any act of sexual assault or public sexual indecency against any employee or student whether on MCCCD property or in connection with any MCCCD-sponsored activity;

   vi. Continue to express sexual interest in another employee, student or campus visitor after being informed or on notice that the interest is unwelcome (reciprocal attraction is not considered sexual harassment);

   vii. Engage in other sexually harassing conduct in the workplace or academic environment, whether physical or verbal, including, but not limited to, commentary about an individual's body (or body parts), sexually degrading words to describe an individual, sexually offensive comments, sexually suggestive language or jokes, innuendoes, and
sexually suggestive objects, books, magazines, computer software, photographs, cartoons or pictures. Other sexual misconduct may include sexual exploitation, stalking, and gender-based bullying.

viii. Treat a complainant or witness of sexual harassment in a manner that could dissuade a reasonable person from pursuing or participating in the complaint and investigation.

d. Additional Policy Violations.

i. Supervisors, managers, administrators and faculty who disregard or fail to report allegations of sexual harassment (whether reported by the person who is the subject of the sexual harassment or a witness) are in violation of this policy.

ii. An employee or student may be accountable for sexual harassment under applicable local, state, and/or federal law, as well as under MCCCD policy. Disciplinary action by MCCCD may proceed while criminal proceedings are pending and will not be subject to challenge on the grounds that criminal charges involving the same incident have been dismissed or reduced.

iii. Any individual, who knowingly provides false information pursuant to filing a discrimination charge or during the investigation of a discrimination charge, will be subject to appropriate disciplinary action, up to and including, employment termination.

iv. Employees and students are encouraged (but not required) to inform perceived offenders of this policy that the commentary/conduct is offensive and unwelcome.

4. Affirmative Action Policy Statement for Individuals with Disabilities. In conformance with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended, and the implementing regulations, 41 CFR 60-741.5 (a), as amended, MCCCD will not discriminate, nor tolerate discrimination in employment or education, against any applicant, or employee because of physical or mental disability in regard to any position for which the known applicant is qualified. MCCCD agrees to take affirmative action to employ, advance in employment, and otherwise treat known qualified individuals with disabilities without regard to their physical or mental disability in all human resources selection and decision practices, such as the following: advertising, benefits, compensation, discipline (including probation, suspension, and/or termination for cause or layoff), employee facilities, performance evaluation, recruitment, social/recreational programs, and training. MCCCD will also continue to administer these practices without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status or genetic information. Additionally, all applicants and employees are protected from coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation under the Act.

5. Affirmative Action Policy Statement for Other Eligible Veterans, Special Disabled Veterans, and Vietnam Era Veterans. In conformance with the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998, and the implementing regulations, 41 CFR 60-250 (k), Maricopa County Community College District will not discriminate, nor tolerate discrimination in employment or education, against any applicant, employee, or student because he or she is a special disabled veteran or Vietnam era veteran in regard to any position for which the known applicant or employee is qualified. Maricopa agrees to take affirmative action to employ, advance in employment, and otherwise treat known qualified special disabled veterans and Vietnam era veterans without discrimination based upon
their disabled or veteran status in all human resources selection and decision practices, such as advertising, benefits, compensation, discipline (including probation, suspension, and/or termination for cause or layoff), employee facilities, performance evaluation, recruitment, social/recreational programs, and training. Maricopa will continue to administer these practices without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status or genetic information. Additionally, Maricopa agrees to post all suitable job openings at the local office of the state employment service where the job opening occurs. This includes full-time, temporary greater than three days' duration, and part-time employment. Finally, all applicants and employees are protected from coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation under the Act.

6. Complaints.

a. Any employee who believes s/he has been unlawfully discriminated against, harassed on the job, or is aware of unlawful discrimination or harassment of others is urged to report such conduct to his/her supervisor, college president or the MCCCD Equal Employment Opportunity/Affirmative Action Office.

b. Complaints will be investigated according to procedures established by MCCCD. The MCCCD discrimination complaint procedure is a process for resolving allegations made by any MCCCD employee who believes s/he has been discriminated against by the employee’s college/division or by MCCCD employees or students.

c. MCCCD employees who are experiencing discrimination may use either the informal or formal discrimination complaint process. During the informal process, the college/division investigates the allegation, determines whether the evidence supports the allegation of discrimination, and resolves the issue with the complaining party and the alleged perpetrator.

d. The formal process involves the complaining party filing a written complaint with the MCCCD Equal Employment Opportunity/Affirmative Action (EEO/AA) office. During this formal process, the MCCCD EEO/AA Office will investigate the allegation, determine whether the evidence supports the allegation of discrimination, and issue a Report of Findings and make recommendations for the resolution of the complaint.

7. Due Process. Due process is afforded any employee, student, or visitor accused of illegal discrimination. On receipt of a complaint, an immediate preliminary investigation will be conducted to determine if there is reasonable cause to believe the nondiscrimination policy has been violated. If so, a prompt, thorough, impartial investigation will be conducted by the authorized administrator. If the final decision is that illegal discrimination occurred, the college will take immediate action to stop the illegal discrimination, prevent its recurrence, and address its effects. Remedies for the complainant will also be sought. Violations of this policy may result in disciplinary action up to and including termination for employees; sanctions up to and including suspension or expulsion for students; and appropriate sanctions against campus visitors. This policy applies to prohibited conduct that occurs both on and off MCCCD property and covers students, employees, and visitors.

8. Unlawful Retaliation Policy. Applicable law also prohibits retaliation against any employee who participates in a protected activity. Retaliation a materially adverse action that is a result of an
employee's participation in a protected activity. Protected activity means reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing of unlawful discrimination or harassment. MCCCD will take appropriate disciplinary action, up to and including employment termination if retaliation occurs.
A. PURPOSE. To set out MCCCD policy on consensual relationships between employees, and employees and student.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY.

1. Generally. In the work and academic environment, a relationship that might be appropriate in other circumstances is inappropriate if one of the individuals in the relationship has a professional responsibility toward, or is in a position of authority with respect to, the other, such as in the context of supervision, instruction, coaching, counseling or advisement. An element of power is present in such a context and it is incumbent upon those with authority not to abuse that power. In addition, consensual relationships may yield to third parties the appearance that unfair bias or favoritism towards the student or supervisee is taking place.

2. Prohibited Conduct.

   a. An employee shall not maintain, engage in or be involved in a consensual relationship with another employee who is subject to that individual’s supervision, or with a student that is currently enrolled in the individual’s class, or a student whom the individual otherwise instructs, coaches, counsels or advises, or with a vendor if the employee manages that contract or otherwise exerts influence over the contract.

   b. This regulation does not seek to prohibit romantic relationships between parties where the context of power-authority between employees or between employees and students is not present; and provided that the relationship does not affect the employee’s effectiveness in fulfilling his or her professional obligation. For these instances, appropriate measures should still be taken in order to avoid conflicts of interest from occurring. For relationships that may exist prior to the time that either a student or employee is placed in a situation of instruction or supervision that is considered to be a conflict of interest, the employee(s) involved shall disclose and take immediate measures to avoid the conflict or appearance of conflict.


   a. Where the employee is already in or has had a recent consensual relationship with a supervisee, the following procedures shall be followed:

      i. Immediate disclosure by the employee of the relationship to the employee’s supervisor and to the appropriate Vice President or Vice Chancellor in order to ensure that any conflicts of interest have been adequately addressed.
ii. The respective administrator responsible for the department or division shall place the subordinate under alternate supervision when a supervisor under the administrator's direction has or has had a recent consensual relationship with the employee.

iii. The supervisor shall recuse himself or herself from any discussions or involvement with decisions related to evaluations, promotion, hiring, determination of salary, or continuation of contract or employment.

iv. The respective Vice President or Vice Chancellor shall prepare and retain a report that specifies the appropriate alternate arrangements that have been made to eliminate the conflict of interest. The EEO/AA Office shall be provided a copy of the report along with the employees involved in the relationship.

b. Where the employee is already in or has had a recent consensual relationship with a student prior to enrollment in the employee’s class, the following procedures shall be followed:

i. The faculty member shall counsel and advise the student not to enroll in the employee’s course.

ii. If it is not possible for a student to enroll in another course, section, or course and section at another college due to a requirement for completion of a degree or certificate and no other academic option is available, disclosure of the relationship will be made to the appropriate Department Chair, Dean and Vice President of Academic Affairs or Vice President for Student Affairs, as appropriate, for review. The Vice President will refer the matter to the Vice Chancellor for Academic and Student Affairs for consideration. The Chancellor or designee may allow a student to enroll in the class only upon a showing by the student that the enrollment is necessary to avoid an extreme hardship, and upon a showing by the college President or designee that the academic integrity of the student’s enrollment in the class will nevertheless be maintained.

c. Persons who are married, or were married, are included within the definition of persons that have or who have had a consensual amorous relationship. Disclosure in this instance may be made via the Maricopa Disclosure process at www.maricopa.edu/disclosure/.

4. Non-Compliance. An employee who fails to follow the requirements established in this policy, and who does not withdraw from participation in activities or decisions that may reward or penalize a supervisee or student with whom the employee has or has had a recent consensual amorous relationship, will be considered in violation of this policy and such violation will be addressed in accordance with this manual.

5. Definitions.

a. Consensual relationships are defined as romantic, amorous and/or sexual relationships between consenting employees or between employees and adult (18 years or older) college students currently enrolled at one of the MCCCDD community colleges or skill centers.

b. A recent consensual relationship is considered to be one that has taken place within the past 24 months.
A. PURPOSE. To set out MCCCD policy regarding MCCCD’s obligation to verify the identity and employment eligibility of all applicants considered for employment and not discriminate in hiring on the basis of national origin and citizenship status.

B. APPLICABILITY. All MCCCD employment positions covered by this manual.

C. POLICY.

1. Generally. In accordance with the Immigration Reform and Control Act of 1986 and as a condition of employment, MCCCD shall verify both the identity and the employment eligibility of all applicants considered for employment.

2. Non-Discrimination. It is the intention of MCCCD not to discriminate in hiring on the basis of national origin and citizenship status.

3. E-Verify. The Legal Arizona Workers Act requires MCCCD to use the E-Verify Program, a federal government Internet-based system that allows MCCCD to electronically verify the employment eligibility of newly-hired employees. The program is used for all new hires. It is only used after hire and after completion of the Form I-9. MCCCD will not use the E-Verify program to pre-screen applicants.

4. I-9 Procedure.

   a. All newly-hired or re-hired (see Section C (5) (d) for exception) employees shall be required to complete the biographical information requested in Form I-9. The employee shall attest the employee is eligible for employment and has presented authentic, original documentation of identity and employment eligibility.

   b. The employee shall furnish the documents listed in Form I-9 in order to substantiate both the employee’s identity and employment eligibility.

5. Post-Hiring Requirements.

   a. Within three business days after a new employee’s appointment, the Human Resources Director or designee shall physically examine the documentation presented by the new employee, and complete the remaining portions of Form I-9.

   b. The District/college Human Resources office shall retain Form I-9 for three years after the effective date of hire or for one year from the date of the employee’s separation from service, whichever is later.

   c. Form I-9 shall not be used for any purpose or provided to any agency or person except as required by law.
d. Should an employee be rehired or reinstated by MCCCD within three years of the date the original I-9 was completed, MCCCD may use the original Form I-9 and supporting documentation for the purpose of complying with the Act.

6. E-Verify Procedures. MCCCD may not:

a. Take any adverse action against any employee because the employee contests a tentative non-confirmation. Upon receipt of a tentative non-confirmation, the District/college HR office will provide the employee with a notice giving the employee the choice of whether or not to contest the tentative non-confirmation. If the employee chooses to contest, the employee must indicate such on the notice and return the signed notice to MCCCD. Upon receipt of a signed notice contesting the tentative non-confirmation, the District/college HR office will provide the employee with a referral notice instructing the employee to contact the Department of Homeland Security or Social Security Administration within eight federal work days from date of receipt.

b. MCCCD may terminate the employee only upon receipt of a final non-confirmation, or upon notice the employee has chosen not to contest the tentative non-confirmation.

c. MCCCD shall post a notice indicating its participation in the program and the anti-discrimination notice issued by the Office of Special Council for Immigration-Related Unfair Employment Practices (OSC).
A. PURPOSE. To set out MCCCD policy for the approval of a work schedule for an employee that differs from the standard work schedule in place at the employee’s work location, to aid employees in meeting work/life balance issues and improve air quality by reducing the number of commutes to and from work.

B. APPLICABILITY. All MCCCD employment positions covered by this manual.

C. POLICY.

1. Alternative Work Schedule Defined. An Alternative Work Schedule (AWS) is an employee-requested schedule that differs from the core hours established for the employee’s department/division/work unit. Each college/division/department may elect, but is not obligated, to approve an employee’s request for an AWS. Within a division/department/work unit the supervisor may determine, due to operational demands, that some positions are eligible for an AWS while other positions are not eligible. For example, if a work unit has three employees in identical positions, it may be possible to have those employees work different schedules. If the same unit has only one employee in a position which has customer service responsibilities, that employee may be required to maintain work hours which align with the hours the work unit is open for business, rendering an AWS not applicable in that case.

2. Approval/Change/Cancellation. Approval of an AWS for individual employees shall be based upon operational and service needs. Such approval may also be based upon consideration of the employee’s job performance, special needs, employee’s attendance and timeliness, and any corrective action issues involving the employee. An employee may change their AWS one time per fiscal year with the written approval of the employee’s supervisor. An AWS may be cancelled at the supervisor’s discretion, with a minimum of 10 working days advance notice to the employee.

3. Parameters. All AWSs must conform to the following parameters:

   a. Core Hours. No AWS may be implemented which changes the weekly hours during which the division/department/work unit is open to the public and/or provides service (“Core Hours”).

   b. Overtime. No AWS may be implemented which builds-in, creates or necessitates the working of overtime hours by any non-exempt employee.

   c. Customer Service. No AWS may be implemented which has a negative impact or effect on customer service standards, metrics, or other performance measures.

   d. Safety/Security. No AWS may be implemented which allows or causes an employee to perform duties for a number of hours per workday or work week which are, in the opinion of
management, potentially excessive. No AWS may be implemented which allows employees
to work in non-secure environments or situations.

4. **Non-Exempt Employees.** All AWSs approved for full-time, regular non-exempt employees must
contain no more than 40 hours worked each work week.

5. **Holidays.**
   a. Employees on an approved AWS, who have a regularly scheduled day off on an MCCCD
   holiday as defined in Policy A16, may observe that holiday either the work day immediately
   preceding or following the holiday, as approved by the supervisor.
   b. Employees on an approved AWS will receive eight hours of Holiday Pay for the work week
   in which the holiday falls, and will be responsible to work and/or use available paid leave for
   the remaining 32 hours in that work week (except for those on the 4/10 summer schedule,
   when holidays are paid at 10 hours per day).

6. **Vacation and Sick Leave.** Employees will receive eight hours of paid vacation or sick leave for
each full-day of vacation or sick leave taken while on an approved AWS, and will be responsible
   to work and/or use available paid leave for the remaining 32 hours in that work week (except for
   those on the 4/10 summer schedule, when vacation and sick days are paid at 10 hours per
day).

7. **Working on a Scheduled Day Off.** Operational demands may occasionally require an employee
   on an AWS to work on a day normally scheduled off. In such case the supervisor should give
   the employee as much advance notice as is practicable. If an employee is required to work on a
day normally scheduled off, the employee will be given, at the supervisor's discretion, either an
   alternate day off in the same work week or, if the employee is non-exempt, the employee will
   either be paid overtime or (if eligible) may bank compensatory time.

8. **AWS Schedule Options.** AWS options include, but are not limited to:
   a. **Flex-Time.**
      i. **Flexible Start/End Times.** Employees on this schedule establish the regular number of
         hours to be worked for each day of work, but are given a defined degree of flexibility as
         to when the work day will begin or end. For example, an employee may have a Monday
         through Friday schedule with a start time of no later than 9 am and end time no earlier
         than 3 pm. An employee on this schedule must still work a full eight hours, excluding
         non-compensable breaks. Note: Flex-time scheduling cannot be used within a work
         week or work period to avoid the payment of overtime to non-exempt employees.
      ii. **Staggered Hours.** Another flex-time option is staggered hours, designed to avoid peak
         commute times. Under this option, start times in summer months would begin after 8:30
         am and stop times would end before 4:00 pm in winter months.
   b. **Compressed Work Week.** The compressed work week is an alternative to the traditional
      five-day work week. Under this option, the employee works fewer than five days in a work
      week or fewer than 10 days in a two-week work period. Alternatives are the “4/10” (four, ten-
      hour work days) or the “9/80” (five nine-hour days the first week and three nine-hour days
      and one eight-hour day the second week). Please note: The “9/80” option for non-exempt
employees requires a modification of the work week for FLSA purposes for the employee in question.

9. **Scheduling.** All employees approved to work an AWS must complete and sign an Alternative Work Schedule form, which must be signed by the immediate supervisor and provided to payroll. An Alternative Work Schedule form must be completed and submitted as provided in section C (2) above each time the employee’s work schedule is changed.
A. PURPOSE. To provide a healthy, comfortable, and educationally productive environment for students, employee, and visitors by declaring MCCCD to be smoke-free and tobacco-free.

B. APPLICABILITY. All MCCCD-owned and leased property and facilities.

C. POLICY.

1. Smoke-Free/Tobacco-Free Environment. Smoking (including the use of “e-cigs”) and all use of tobacco is prohibited in all District owned and leased property and facilities, including but not limited to all buildings, work areas, meeting rooms, employee and student lounges, classrooms, private offices, lobbies, elevators, restrooms, reception areas, halls, stairways and any other enclosed common-use areas in buildings, parking lots, rooftops, courtyards, plazas, entrance and exit ways, vehicles, sidewalks, common areas, grounds, athletic facilities, and libraries.

2. Signage. Support signage prohibiting the use of smoking instruments and tobacco shall be placed throughout all college and District locations.

3. Violators. All violators will receive an initial warning about the prohibition of tobacco use on MCCCD property. For employees, subsequent violations by the same offender will result in a referral of the employee to the Vice-Chancellor/Vice President of Administrative Services or designee. This referral will be made via a Public Safety Incident Report outlining the circumstance of the violation, including the date, time and location of the initial warning. All Smoke Free/Tobacco Free violations should be treated in the same manner as any other Human Resource policy or regulation violation.

4. Continued Violations. Continued violations by an employee shall be handled through the conduct procedures established for employees in this manual.
A. PURPOSE. To explain the services available to eligible employees under MCCCD’s Employee Assistance Program (EAP).

B. APPLICABILITY. All full-time appointed, classified and non-classified employees.

C. POLICY.

1. Generally. An Employee Assistance Program (EAP) is a service designed to help employees manage life’s challenges. MCCCD has contracted with EAP service provider Managed Health Network (MHN) to provide eligible employees with customized EAP solutions in the following areas:

   a. Clinical Counseling. The EAP provides assessment, assistance and, when necessary, referral to additional services. Eligible employees may be entitled to face-to-face web-video coaching or telephonic consultations for a wide range of emotional health, family and work issues, including:
      i. Marriage, relationship and family problems
      ii. Domestic violence
      iii. Alcohol and drug dependency
      iv. Stress and anxiety
      v. Depression
      vi. Grief and loss

   b. Work and Life Services. The EAP also features services to help employees balance work and life and take care of all kinds of chores and challenges. Consultations are available in the following areas:
      i. Childcare and eldercare referrals.
      ii. Financial and legal advice.
      iii. Identity theft recovery assistance.
      iv. Daily living advice and referrals.

   c. Online Member Services. Employees can visit MHN’s member website for helpful information and powerful emotional health and work-life tools. From the comfort and convenience of your own computer, you can:
      i. View online and offline EAP benefits
ii. Search for an MHN counselor and get a referral

iii. Ask an expert an emotional health question

iv. Complete an online health risk assessment

v. Access self-help programs for stress, weight management, nutrition, fitness, smoking cessation and stress management

vi. Find helpful information, tips, tools and calculators to help with finances, legal issues, retirement planning and much more

vii. Search online childcare and eldercare directories

viii. Access current and previous issues of Member Matters, MHN's monthly online newsletter about health, wellness and work-life balance

ix. Find articles on stress, depression, grief, anxiety and other emotional health issues, health and wellness, parenting, relationship and family issues and more

To access these services, go to: members.mhn.com and register with the company access code “maricopa”. For a referral to a counselor, employees will be prompted to supply additional information.

2. Participation. Participation in the EAP in most instances is voluntary. However, the following instances have been classified as traumatic and initial consultation or assessment is required for employees that are directly involved.

a. Non-Sworn Employees. Witness to or involved in a fatal or maiming accident or a life threatening incident.

b. Police Officers: Shooting incident which involves physical injury or death.

c. Other. Instances when the employee may pose a danger to him/herself or others in the work environment.

3. Access. The EAP is available to eligible employees and their dependents, since it is recognized that problems at home can adversely affect an employee's ability to function on the job.

4. Performance. Employees who may be having problems that affect their work are encouraged to use the EAP. Nothing in this policy or program may be construed as exempting employees from performance improvement through performance management and/or corrective action where rules of conduct are violated or where work performance does not meet acceptable levels.

5. Crisis Line. A 24-hour crisis line is available and may be reached at 1-800 603-2970 (TDD: (800) 327-0801).

6. Detailed Information. Detailed information about the EAP and EAP provider MHN is available at members.mhn.com and register with the company access code “maricopa”.

A. PURPOSE. To set out MCCCD’s policy to promote a safe environment for its employees, students, contractors, and visitors and work with its employees to maintain an environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.

B. APPLICABILITY. All employees covered by this manual, all students, as well as all independent contractors and other non-employees doing business with MCCCD.

C. POLICY.

1. Generally. Violence, threats, harassment, intimidation, and other disruptive behavior in MCCCD facilities are prohibited and will not be tolerated. It is the responsibility of all employees, students, contractors, and visitors of MCCCD to report any occurrence of such conduct to MCCCD Public Safety. Every employee, student, contractor, and visitor on MCCCD property should report threats or acts of physical violence and acts of harassment, intimidation, and other disruptive behavior of which he/she is aware. All reports will be taken seriously and will be investigated by public safety immediately in order to protect everyone from danger. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm.

2. Prohibited Behavior. For example, and without limiting the generality of the foregoing statement, this policy prohibits:
   a. Direct threats or physical intimidation
   b. Implications or suggestions of violence
   c. Stalking
   d. Assault of any form
   e. Physical restraint, confinement
   f. Dangerous or threatening horseplay
   g. Loud, disruptive, or angry behavior or language that is clearly not part of the typical work environment
   h. Blatant or intentional disregard for the safety or well-being of others
   i. Commission of a violent felony or misdemeanor on MCCCD property
   j. Abuse
   k. Violation of a protective order or restraining order
I. Any other act that a reasonable person would perceive as constituting a threat of violence

This list is illustrative only and not exhaustive.

3. **Future Violence.** Employees, students, and visitors who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their relationship with MCCCD, shall inform a supervisor or manager as soon as possible. The supervisor or manager shall inform the Public Safety Department. Students, contractors, and visitors shall contact the Public Safety Department as soon as possible.

4. **Restraining Orders.** Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy to the Department Director, Human Resources, and Public Safety.

5. **Violations.** Any employee who is found to have committed workplace violence will be subject to corrective action and may be directed to stay away from MCCCD premises. Violators may also be subject to criminal prosecution.
A. PURPOSE. To set out terms and conditions of employment for MCCCD’s non-classified employees in addition to those provided in this manual.

B. APPLICABILITY. All persons in MCCCD non-classified positions.

C. POLICY.

1. Generally. All employment positions with MCCCD which are not appointed by the Governing Board nor defined as classified are non-classified positions. Persons in non-classified positions are at-will employees. The non-classified category includes persons in the Athletic Specialist classification. The terms and conditions of employment for non-classified employees are as follows.

2. Employment Status/Probationary Period. Non-classified employees are at-will employees. This means that non-classified employees may end employment with MCCCD and MCCCD may terminate the employee without notice and without cause. As a result, non-classified employees do not serve probationary periods.

3. Performance Reviews. All non-classified employees shall receive a performance review annually or at the conclusion of the non-classified employee’s assignment. Supervisors may conduct additional reviews as needed.

4. Vacant Positions. Non-classified employees are considered internal applicants for all vacant MCCCD employment positions.

5. Compensation.

a. Salary Schedule.

i. Generally. Non-classified employees are paid according to the job classification and associated salary schedule pursuant to the work being performed.

ii. Athletic Specialist will be paid according to the following schedule:

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39,273</td>
<td>$41,236</td>
<td>$43,298</td>
<td>$45,463</td>
<td>$47,736</td>
<td>$50,123</td>
<td>$52,629</td>
<td>$55,260</td>
<td>$58,023</td>
<td>$60,925</td>
</tr>
</tbody>
</table>

b. Initial Placement.

i. Generally. Initial placement of persons hired into non-classified positions after July 1, 2013, will be based on educational background and related work experience.
ii. Athletic Specialist. All Athletic Specialists occupying positions which were incorporated into the non-classified employment category effective July 1, 2013, shall be placed at Step 3 of this pay grade effective July 1, 2013. One step will be given for each two years of prior college coaching. One step will be granted for each year of administrative experience (either within or outside of education). One step will be granted for an associate or a bachelor's degree and an additional step for a master's, or a doctorate degree (as long as the degree is not required to meet minimum qualifications of the job) earned at regional accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications. Placement may not exceed Step 3.

c. Advancement.

i. Generally. A non-classified employee shall advance in the pay grade applicable to the employee's position, receiving one step after successful completion of each year of service, up to the top step in the pay grade. Such step increases will be granted by the Governing Board only upon evaluation of satisfactory service and upon the recommendation of the Chancellor.

ii. Anniversary Date Advancement. A permanent one step increase, or equivalent, will be granted to all non-classified employees on the employee's anniversary date, at 10, 20 and 30 years of MCCCD service as a non-classified employee. Employees already at Step 10 will be granted a one-time stipend equivalent to a Step.

iii. Educational Advancement. A non-classified employee shall receive a permanent one step increase, or equivalent, upon the completion of a bachelor's, master's, or doctoral degree, earned at an accredited institution eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications, or upon completion of one or more certifications awarded by a nationally-recognized professional or technical organization, or by an accredited higher education institution, or by an entity of MCCCD, as approved by the Vice Chancellor of Human Resources or designee. Compensation shall be at the rate of one step, or a one-time stipend that is equivalent to a step for those to whom a step is not available. A step increase or stipend will be effective in the pay period following approval by the Vice Chancellor of Human Resources or designee. No employee may be granted more than two (2) such increments hereunder.


e. Worker’s Compensation. See Policy A-10 – Worker’s Compensation.


8. Teaching Assignments. Employees may accept an instructional teaching assignment and will be paid at the Residential Faculty overload rate if:
   a. The employee is qualified to teach in the instructional discipline as determined by MCCCD policy.
   b. The employee receives written approval from the employee’s supervisor should the teaching assignment take place during the employee’s normal working hours, which includes a documented plan for fulfilling required hours and any special circumstances related to the employee’s primary responsibilities with MCCCD, including travel time if required.
   c. The employee receives written approval from the employee’s College President.

   The maximum teaching load is two classes or six load hours per term (fall, spring and summer). Exceptions to this teaching load limit may be granted under special circumstances upon the recommendation of the involved Division/Department Chair(s) and Deans(s)/Vice-President(s), and the approval of the involved College President(s).

9. Professional Growth. Effective July 1, 2013, the Management, Administrative & Technological (MAT) employee group has invited all Athletic Specialists to participate in the MAT Professional Growth program pursuant to Section 14 of the MAT policy manual located in Appendix C.


A. **PURPOSE.** To set out a single, clear and consistent definition for the terms used in this manual, to aid in the interpretation of these policies.

B. **APPLICABILITY.** All employees covered by this manual.

C. **POLICY.** Unless otherwise indicated, the following definitions apply to the below-listed terms when used in this manual:

1. **Accrual.** The periodic and incremental accumulation of time or wages.

2. **Active Pay Status.** A period of time when an employee is eligible to receive pay directly from MCCCD and includes, but is not limited to: hours worked, vacation leave hours, sick leave hours, paid holiday time off, bereavement leave, catastrophic illness/imminent death leave hours, compensatory time, paid military leave, temporary total disability, workers’ compensation, administrative leave with pay, paid voting leave, and paid jury/material witness leave.

3. **Alternative Work Schedule (AWS).** A work schedule for an employee that differs from the standard work schedule in place at the employee’s work location, to aid employees in meeting work/life balance issues and improve air quality by reducing the number of commutes to and from work.

4. **Arizona Revised Statutes (ARS).** Statutes adopted, enacted or amended by the Arizona State Legislature, and cited in this manual as “ARS.”

5. **Arizona State Retirement System (ASRS).** State agency created in 1953 to provide retirement benefits, long-term disability benefits and other benefits to employees of the state, counties, municipalities, universities and community colleges, school districts and other political entities.

6. **Armed Forces.** Term used to denote the regular components of the United States Army, Navy, Air Force, Marine Corps, and Coast Guard.

7. **At-Will Employment.** The status of an employee who serves at the discretion of MCCCD and who may be terminated from employment with or without notice and with or without cause, with no right of grievance or hearing.

8. **Base Rate of Pay.** An employee’s regular hourly rate of pay or regular weekly salary, not including any premium pay, bonuses, fringe benefits, other earnings or reimbursements to which the employee may be entitled.

9. **Chancellor.** The chief executive officer of MCCCD who is appointed by the Governing Board pursuant to ARS § 15-1444. As used herein, the term “Chancellor” may also mean one or
more subordinate management employees designated by the Chancellor to perform a specific management function on behalf of the Chancellor, sometimes referred to as “designees.”

10. **Chancellor’s Executive Council (CEC).** Term which refers to the group of executives who report directly to the Chancellor.

11. **Classification.** A grouping of one or more positions that involve similar duties and responsibilities, require similar qualifications, and which can properly be described by a common job title and description.

12. **Classification Plan.** The alphabetically arranged compilation of classification specifications for employees of MCCC, consisting of broadly defined classes with position descriptions, a reclassification process, and a process for the development of new job classes.

13. **Classification Specification (Class Spec).** A written description that reflects the specific type and level of duties and responsibilities and necessary requirements of the class. A class spec is not meant to be all inclusive, but rather to serve as a guide for such activities as recruitment, selection, compensation and determining training needs.

14. ** Classified Employee.** An employee serving in a classified position who has successfully completed a new hire probationary period and who may only be disciplined for just cause and has the right to appeal certain disciplinary actions in accordance with the employee’s group manual.

15. ** Classified Position.** An employment position with MCCC in which the incumbent, after successful completion of a new hire probationary period, may only be disciplined for just cause and has the right to appeal certain disciplinary actions in accordance with the employee’s group manual. The classified category includes all positions in the PSA, MAT, M&O, Crafts and Public Safety Employee Groups, including such positions in the Maricopa and Southwest Skill Centers.

16. **Coaching.** The ongoing, disciplined conversation using concrete performance information that takes place between a supervisor and employee, intended to result in the continued improvement of performance.

17. **Code of Federal Regulations (CFR).** Repository of regulations adopted by one or more federal agencies and codified in final form.

18. **Community College or College.** One of 10 educational institutions operated by MCCC that support the economic needs of Arizona and the Greater Phoenix area by providing degree and workforce training programs in response to the needs of the community. MCCC’s ten colleges are Chandler-Gilbert Community College, Estrella Mountain Community College, GateWay Community College, Glendale Community College, Mesa Community College, Paradise Valley Community College, Phoenix College, Rio Salado College, Scottsdale Community College, and South Mountain Community College.

19. **Compensation Plan.** The compensation structure of MCCC which establishes compensation levels based on the internal value and relationships of all jobs and market salary data for benchmark classifications compiled through periodic salary surveys.
20. **Compensatory Time (Comp Time).** Compensation in the form of paid leave granted to FLSA non-exempt employees in lieu of cash compensation for overtime hours worked, and granted at the rate of one and one-half hours of leave for each hour of overtime worked.

21. **Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).** Federal law which provides employees and the employee’s family who lose health benefits the right to choose to continue group health benefits provided by the employee’s group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events.

22. **Corrective Action.** The supervisory techniques of coaching and counseling, Initial Corrective Action, Second Corrective Action and the formal disciplinary actions of suspension, demotion and dismissal from employment, which are designed and intended to be used by supervisors to improve an employee’s job performance and/or workplace conduct.

23. **Counseling.** A formal meeting held for the purpose of communication between a supervisor and subordinate focused on identifying and correcting the subordinate’s specific work-related issues, deficiencies or problems and developing a solution in cooperation between the supervisor and subordinate.

24. **Day(s).** Means calendar days.

25. **Demotion.** The permanent movement of an employee from a position currently held to another position in a lower classification and salary range.

26. **Department.** An organizational unit which forms a part of a division of a college, skill center, or the District office, which is charged with a specific service function and mission, and is directed and controlled by a department director or equivalent position.

27. **Designee.** Employee authorized to perform a function with or on behalf of another employee.

28. **Discipline.** The supervisory techniques of suspension, demotion and dismissal from employment, which are designed and intended to be used by supervisors in a progressive manner to improve an employee’s job performance and/or workplace conduct.

29. **District.** Abbreviation for the Maricopa County Community College District, and as used in this manual refers to the central organization which serves as a support service to the District’s ten colleges and two skill centers rather than the colleges and skill centers themselves.

30. **Division.** An organizational unit which forms a part of a college, skill center, or the District office which is charged with a specific service function and mission and is directed and controlled by a vice-president or equivalent position.

31. **Domestic Partner.** An individual of the same or opposite gender who cohabitates with and satisfies the definition of a dependent of an MCCCD employee for health insurance purposes and who therefore is eligible for health insurance benefits on the same basis as married dependents.

32. **Employee.** A person working for MCCCD for compensation who occupies a position subject to appointment, promotion, demotion, or removal by competent authority.

33. **Essential Functions.** The fundamental duties and/or responsibilities of a job.
34. **Executive.** Term which refers to employees in the classifications of college president, executive vice-chancellor and vice-chancellor, who report directly to the Chancellor and who are charged with the responsibility of carrying out the policies of the MCCCD Governing Board and the duties assigned to them by the Chancellor.

35. **Exempt Employee.** An employee who, due to the nature of the duties of the employee’s employment position with MCCCD, has been determined to be exempt from the minimum wage and overtime provisions of the FLSA.

36. **Fair Labor Standards Act of 1938 (FLSA).** Federal law that provides minimum standards for both wages and overtime entitlement and describes administrative procedures by which covered work time must be compensated.

37. **Family and Medical Leave Act of 1993 (FMLA).** Federal law which allows employees who have met minimum service requirements with covered employers to take up to 12 weeks of unpaid leave per year for: 1) a serious health condition; 2) to care for a family member with a serious health condition; 3) the birth of a child; 4) the placement of a child for adoption or foster care or 5) Any qualifying exigency when the employee’s family member is on active duty or is notified of an impending call or order to active duty in the Armed Forces in support of a “contingency operation.”.

38. **Fiscal Year.** A one year period from July 1 to the following June 30.

39. **Full-Time Employee.** A person scheduled to work at least 30 hours per week on a regularly scheduled basis.

40. **Grievance.** An allegation by an eligible employee of a misapplication, misinterpretation, or violation of a specific provision of an applicable employee policy or Governing Board policy or administrative regulation, which affects the employee.

41. **Governing Board.** The five persons elected from five separate geographic districts in Maricopa County to serve staggered four-year terms and responsible to direct the activities of MCCCD under the authority vested in them pursuant to ARS § 15-1444.

42. **Immediate Family.** For purposes of Policy B-1-Bereavement Leave, Policy B-2-Catastrophic Illness/Imminent Death Leave, and Policy B-4-Sick Leave, defined as the employee’s spouse, domestic partner, father, mother, stepfather, stepmother, grandfather, grandmother, child (including those under employee’s legal guardianship), foster child, stepchild, brother, sister, and grandchild, and the employee’s spouse’s/domestic partner’s father, mother, grandfather and grandmother, or in-laws.

43. **Immediate Supervisor.** The MCCCD employee to whom an MCCCD employee reports for workplace direction.

44. **Insubordination.** Intentional failure or refusal to perform required duties or to obey an order or directive given by a legitimate authority.

45. **Intermittent Employee.** A person who is scheduled to work full or part-time hours on a recurring, inconstant basis.

46. **Leave.** An authorized absence from regularly scheduled work hours.
47. Maricopa County Community College District (“The District” or “MCCCD”). The community college district established pursuant to ARS §§ 15-1402 and 15-1403 which operates 10 community colleges and two skill centers in Maricopa County, Arizona.

48. MCCCD. Abbreviation for the Maricopa County Community College District.

49. MCCCD Service. An amount of time measured from the employee’s original hire date as an appointed, classified or non-classified employee, so long as there has not been a break in service. Employees with a break in service receive credit for service only from their most recent hire date. In addition, employees who were rehired by MCCCD after retiring under the provisions of ASRS shall not receive credit for their service prior to rehire for determining MCCCD service.

50. Non-Classified Employee. An employee serving in a non-classified position whose employment by MCCCD is at-will.

51. Non-Classified Position. All employment positions with MCCCD which are not appointed by the Governing Board nor defined as classified. Persons in non-classified positions are at-will employees. The non-classified category includes persons in the Athletic Specialist classification and CEC members.

52. Non-Exempt Employee. An employee who, due to the nature of the duties of the employee’s employment position with MCCCD, has been determined to be non-exempt from (covered by) the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA).

53. Overtime. Hours worked for which a non-exempt employee must be paid one and one-half times the employee’s regular rate of pay for each hour worked in excess of the maximum hours allowed pursuant to the FLSA, or as set by MCCCD, whichever is less.

54. Part-Time Employee. A person scheduled to work a maximum of 25 hours per week on a regularly scheduled basis, for either an indefinite or fixed period of time, with an exception to be scheduled to work up to 40 hours or more per work week during seasonal “peak weeks” as established by MCCCD, who is not entitled to paid leave or other employee benefits.

55. Peak Week. A work week during seasonally busy periods for MCCCD during which a part-time employee may be scheduled to work more than 25 and up to 40 hours or more in a work week.

56. Personnel File. The hard copy and/or digital file which contains all original personnel-related information for every MCCCD employee in accordance with all applicable laws and MCCCD policy.

57. Position. A group of duties and responsibilities assigned or delegated by competent authority to be performed by one person.

58. Premium Pay. One or more special rates of pay provided to eligible employees for working weekends, holidays, overtime or performing special duties.

59. Probationary Period. A specific period of time, commencing on the initial date of hire or promotion to a classified employment position, for an employee to demonstrate the requisite job knowledge, skill, and ability and other qualities required of position incumbents.
60. **Promotion.** The movement of an employee from a position currently held to another position in a higher classification and salary range.

61. **Reasonable Accommodation.** A modification or adjustment to a job, employment practice or work environment that makes it possible for an individual with a disability to enjoy equal employment opportunities. The reasonable accommodation should reduce or eliminate unnecessary barriers between the individual's abilities and the requirements for performing the essential functions of the job.

62. **Reclassification.** – The process by which the classification of a specific position or group of positions is changed because the position(s) has undergone a significant change in the type, difficulty, or degree of responsibility entailed in the work performed.

63. **Regular.** A category of employment duration which requires a regular schedule of work by the incumbent for every pay period in a 9, 9.5, 10, or 12-month schedule.

64. **Regular Employee.** A person in an employment position which is scheduled to work every pay period in a 9, 9.5, 10, or 12-month schedule.

65. **Regular Rate of Pay.** The hourly rate of pay at which overtime compensation must be paid to non-exempt employees as required by the FLSA or as agreed to by MCCCD, whichever is more.

66. **Relative.** For purposes of Policy A-15 - Hiring of Relatives, defined as the employee's parent, step-parent, parent-in-law, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, great-grandchild, aunt, uncle, niece and nephew of the employee or the employee’s spouse. A “relative” also includes a domestic partner of an employee who is claimed as a dependent by the employee for insurance purposes, and a relative (as that term is defined herein) of such domestic partner.

67. **Resignation.** A separation from service initiated by the employee by formal notice.

68. **Retirement.** A separation from service initiated by the employee by formal notice of acceptance for a full age, service, or disability retirement under the provisions of ASRS.

69. **Seasonal Employee.** A person who works on a full or part-time basis performing work limited to a specific season or period of the year.

70. **Secondary Employment.** Any employment engaged in by an MCCCD employee for an employer other than MCCCD, including self-employment.

71. **Separation from Service.** Ending employment with MCCCD.

72. **Sexual Harassment.** Unwelcome verbal or physical conduct of a sexual nature that is sufficiently severe, persistent, or pervasive that it alters working conditions and creates a hostile environment for employees, or that it unreasonably interferes with, limits, or deprives a student of the ability to participate in or benefit from any MCCCD educational program or activity. The unwelcome behavior may be based on power differentials, the creation of a hostile environment, or retaliation for sexual harassment complaints.
73. **Skill Center.** Refers to the Maricopa Skill Center, a division of GateWay Community College and the SouthWest Skill Center, a division of Estrella Mountain Community College, offering a variety of vocational training programs.

74. **Supervisor.** An employee whose position description authorizes the employee to perform some or all of the following tasks: hiring, transfers, coaching, counseling, discipline, terminations, layoffs, recalls, promotions, and rewards of employees under the employee’s authority; to responsibly direct them; to adjust their grievances; or to effectively participate in and recommend such action.

75. **Suspension.** Relief of an employee from duty without pay, usually for a short period of time (i.e., one to five working days) as a disciplinary measure aimed at improving the employee’s workplace conduct and/or job performance.

76. **Sworn Employees.** Public safety employees who have successfully completed the AZ-POST certification program prior to assignment in any capacity in which the employee is allowed to carry a firearm or is in any position to make an arrest.

77. **Temporary Employee.** A person scheduled to work on a full or part-time basis for a fixed period of time.

78. **Dismissal.** A separation of an employee from service initiated by MCCCD.

79. **Transfer.** The movement of an employee from one position to another vacant position in the same classification.


81. **Working Day.** A day on which MCCCD is open for business.
A. PURPOSE. To provide eligible employees with paid leave during periods of absence from work for bereavement purposes.

B. APPLICABILITY. All full-time classified and non-classified employees.

C. POLICY.

1. **Bereavement Leave.** Eligible employees shall be granted up to five working days (40 hours) with pay, not chargeable to any accumulated leave balance, due to absence necessitated by the death of a member of the employee’s immediate family, defined as the employee’s spouse, domestic partner, father, mother, stepfather, stepmother, grandfather, grandmother, child (including those under employee’s legal guardianship), foster child, stepchild, brother, sister, and grandchild, and the employee’s spouse’s/domestic partner’s father, mother, grandfather and grandmother, or in-laws in any one incident. The employee’s College President/Vice Chancellor may approve the use of bereavement leave due to the death of persons other than those listed herein in exceptional circumstances.

2. **Travel Time.** Use of accumulated sick leave may be approved for up to five working days (40 hours) in addition to the days granted in Section C (1) above for travel time outside of the State of Arizona necessitated by the death of person as provided in Section C (1) above.

3. **Use Concurrent with Catastrophic Illness/Imminent Death Leave.** Bereavement Leave and Catastrophic Illness/Imminent Death Leave (Policy B-2) must occasionally be used together in a single incident. For example, an employee may be called away due to the catastrophic illness of a family member and the family member may pass away during the catastrophic illness period. In such cases employees are expected to use these leaves concurrently, not consecutively. However, the District will review each instance on a case-by-case basis and work with the affected employee to provide the time necessary for the employee to grieve the loss of their family member and attend to matters associated with the illness and death.

4. **Procedure.** Employees qualifying for and requesting the use of Bereavement Leave, use of sick leave for travel time in connection with Bereavement Leave, and permission to use Bereavement Leave for a person other than those listed in this policy shall submit the request to their supervisor as soon as possible. The use of such leave shall be noted on the employee’s time record for payroll purposes.
A. PURPOSE. To provide eligible employees with paid leave during periods of absence from work due to the catastrophic illness or imminent death of certain family members.

B. APPLICABILITY. All full-time classified and non-classified employees.

C. POLICY.

1. Catastrophic illness/Imminent Death Leave. Eligible employees shall be granted up to five working days (40 hours) with pay, not chargeable to any accumulated leave balance, due to absence necessitated by the catastrophic illness/imminent death of a member of the employee’s immediate family, defined as the employee’s spouse, domestic partner, father, mother, stepfather, stepmother, grandfather, grandmother, child (including those under employee’s legal guardianship), foster child, stepchild, brother, sister, and grandchild, and the employee’s spouse’s/domestic partner’s father, mother, grandfather and grandmother, or in-laws in any one incident. The employee’s College President/Vice Chancellor may approve the use of bereavement leave due to the catastrophic illness/imminent death of persons other than those listed herein in exceptional circumstances.

2. Travel Time. Use of accumulated sick leave may be approved for up to five working days (40 hours) in addition to the days granted in Section C (1) above for travel time outside of the State of Arizona necessitated by the catastrophic illness/imminent death of persons as provided in Section C (1) above.

3. Catastrophic Illness/Imminent Death. The term “catastrophic illness/imminent death” as used herein is defined as a sudden illness/injury which is seriously incapacitating such as those that have the potential for permanent disability or extensive hospitalization, confinement or death and requires immediate action on the part of the employee requesting leave. Catastrophic illness/imminent death leave is a paid leave separate from any other leave and is not chargeable to FMLA.

4. Use Concurrent with Bereavement Leave. Catastrophic Illness/Imminent Death Leave and Bereavement Leave (Policy B-1) must occasionally be used together in a single incident. For example, an employee may be called away due to the catastrophic illness of a family member and the family member may pass away during the catastrophic illness period. In such cases employees are expected to use these leaves concurrently, not consecutively. However, the District will review each instance on a case-by-case basis and work with the affected employee to provide them with the time necessary to grieve the loss of their family member and attend to matters associated with the illness and death.

5. Procedure. Employees qualifying for and requesting the use of catastrophic illness/imminent death leave, use of sick leave for travel time in connection with catastrophic illness/imminent death.
death leave, and permission to use catastrophic illness/imminent death leave for a person other
than those listed in this policy shall submit the request to their supervisor as soon as possible.
The use of such leave shall be noted on the employee's time record for payroll purposes.
A. PURPOSE. To set out MCCCD’s employer-funded benefit programs for eligible employees.

B. APPLICABILITY. All full-time classified and non-classified employees.

C. POLICY.

1. Employee Benefit Program - refer to:
   http://www.maricopa.edu/employees/divisions/hr/benefits/coverage/credits (for flex credits and rate table)  
   http://www.maricopa.edu/employees/divisions/hr/benefits/coverage (for general information)

2. Insurance.

   a. Hospitalization/Major Medical. Eligible employees may purchase hospitalization/major medical insurance according to the Flexible Benefits Program.

   b. Income Disability Coverage. According to the core program of the Flexible Benefits Program, MCCCD will provide eligible employees with mid-term disability insurance equal to 66-2/3% of the employee’s base contract salary, up to a maximum monthly benefit of $4,000. The waiting period shall be 90 calendar days or exhaustion of all accrued paid leave, whichever comes last.

   c. Term Life Insurance. According to the core program of the Flexible Benefits Program, MCCCD will provide eligible employees with basic life insurance coverage of $20,000. The employee may purchase additional life insurance according to the Flexible Benefits Program.
A. PURPOSE. To set out MCCCD policy regarding the accrual, use, accumulation, and payment for sick leave for eligible employees.

B. APPLICABILITY. All full-time classified and non-classified employees.

C. POLICY.

1. Generally. Eligible employees shall accrue, earn and may request the use of sick leave beginning on the employee's first day of employment with MCCCD. Employees may use sick leave only for the reasons specified below. Employees are expected to maintain an appropriate balance of sick leave for use in unexpected emergencies or in cases of serious illness or injury.

2. Accrual. An eligible employee shall accrue sick leave during every completed pay period the employee is in active pay status at the rate of .05 hours for every hour in active pay status, equal to four hours per pay period, and 104 hours annually for 40-hour per week, 12-month employees. Eligible employees who work less than 40 hours per week and/or less than 12 months per year accrue and earn sick leave on a pro rata basis (.05 hours for each hour in active paid status).

3. Use of Sick Leave.
   a. Use. Employees may request the use of sick leave in the following circumstances:
      i. Illness or injury of the employee.
      ii. Illness or injury of an employee’s immediate family member which requires the employee’s attendance and personal care. Immediate family for this purpose is as defined in Policy B-1 – Bereavement Leave.
      iii. Medical appointments of the employee or the employee’s immediate family that require the employee’s attendance and personal care.
      iv. For personal time requested and approved for payment in accordance with Policy B-6 – Personal Time.
   b. While on Leave. Employees absent from work on sick leave may not work, perform services, receive or earn compensation for or from any other entity, including the employee's own business, from the beginning of such absence until the employee returns to work, unless authorized in advance by the appropriate college president/vice-chancellor.
   c. Medical Examination. Any employee absent from work for sick leave purposes for more than three days may be required to provide medical justification for the absence and/or submit to a fitness for duty examination conducted by a licensed physician chosen by MCCCD to
determine the employee’s ability to perform the essential functions of the employee’s position. The cost of any fitness for duty examination shall be paid by MCCCD.

d. Workplace Injuries. Eligible employees hereunder, who have suffered a workplace injury as defined in Policy A-9 – Workplace Injury Reporting, are not required to use sick leave for time spent at medical appointments during work hours so long as the employee has not been discharged from medical treatment for the workplace injury.

4. Payment for Sick Leave.

a. Employees on sick leave shall be paid at their regular rate of pay and the number of sick leave hours used shall be reported in Time and Labor and deducted from the employee’s sick leave balance.

b. Sick leave shall be used and paid in quarter-hour increments.

c. Employees are responsible for knowing the amount of sick leave available for the employee’s use. An employee who does not have a sufficient balance of sick hours to cover sick leave used shall be considered absent without leave. In such case supervisors may allow the employee to use available vacation.

d.  hours, but only with the approval of the appropriate college president/vice-chancellor. If vacation hours are not used to cover such absence, the employee’s hours absent shall be coded in Time and Labor as Leave without Pay.

e. Sick leave paid is counted as hours worked for purposes of calculating eligibility for overtime for FLSA non-exempt employees.

5. Required Notifications for Use of Sick Leave.

a. Planned Absences. Employees using sick leave for planned absences (i.e., medical appointments, etc.) shall notify the employee’s immediate supervisor as far in advance as possible and no later than the end of the workday before the day of the intended absence.

b. Unplanned Absences. Employees requiring unplanned sick leave shall notify the employee’s immediate supervisor or other designated contact person/phone number as soon as possible and no later than the deadline established by the employee’s division/department/unit.


a. End of Year Reconciliation. At the end of each calendar year, any employee still employed by MCCCD who has earned and unused sick leave to the employee’s credit and who during the calendar year suffered a loss of pay as provided in Section C (4) (c) above, may request to receive payment for sick leave hours equal to the loss in pay. This request must be made by the employee in writing to the MCCCD Payroll Department at least 10 days prior to the last payroll date of the calendar year. Late requests will not be honored.

b. Payment at Separation from Service. Employees who are eligible to accrue and earn sick leave hereunder and who have a minimum of 10 years of service credit with MCCCD at time of retirement, will be paid for earned and unused sick leave as follows:

i. An amount equal to the employee’s daily rate of pay at time of retirement, multiplied by 25%, not to exceed $40.00 per day, shall be multiplied by the number of full, unused sick
leave days to the employee’s credit, not to exceed 200 days. The daily rate of pay for employees who work less than full-time hours and/or less than 12 months per year shall be pro-rated.
A. PURPOSE. To set out MCCCD policy regarding the accrual, use, accumulation, and payment for vacation leave.

B. APPLICABILITY. All full-time classified and non-classified employees.

C. POLICY.

1. Generally. All eligible employees shall accrue, earn and may request the use of vacation beginning on the first working day following the employee’s MCCCD Service Date or hire date, whichever is later. Employees are expected to use accrued vacation responsibly to assure necessary rest and relaxation away from work. Employees are also encouraged to maintain an appropriate balance of vacation for use in unexpected emergencies or in cases of serious illness or injury.

2. Accrual. An eligible employee shall accrue vacation during every completed pay period the employee is in active pay status at the accrual rates shown below:

   a. Eligible FLSA non-exempt employees:

      | Years of Service | Annual Leave | Accrual Per Hour Paid | Accrual Per Pay Period |
      |------------------|--------------|-----------------------|------------------------|
      | Up to 3 years    | 80 hours     | 0.038462              | 3.08                   |
      | After 3 years    | 120 hours    | 0.057692              | 4.62                   |
      | After 5 years    | 136 hours    | 0.065385              | 5.23                   |
      | After 7 years    | 160 hours    | 0.076923              | 6.15                   |

   b. Eligible FLSA exempt employees:

      | Years of Service | Annual Leave | Accrual Per Hour Paid | Accrual Per Pay Period |
      |------------------|--------------|-----------------------|------------------------|
      | All              | 160 hours    | 0.076923              | 6.15                   |

   c. Eligible employees who work less than 12 months per year and/or fewer than 40 hours per week on a regular basis shall accrue vacation each completed pay period on a per hour basis.
d. Employees may carryover up to one year’s accrual of vacation hours into the following calendar year.

3. **Banked Vacation.**
   
a. The maximum amount of vacation which may be accrued (“banked”) is shown below:

<table>
<thead>
<tr>
<th>Employee Group</th>
<th>Per Year</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crafts</td>
<td>56 hours</td>
<td>&lt;15 years 480 hours 15 + years 536 hours</td>
</tr>
<tr>
<td>MAT</td>
<td>48 hours</td>
<td>480 hours</td>
</tr>
<tr>
<td>M&amp;O</td>
<td>56 hours</td>
<td>&lt;10 years 480 hours 10+ years 496 hours</td>
</tr>
<tr>
<td>PSA</td>
<td>56 hours</td>
<td>480 hours</td>
</tr>
<tr>
<td>Public Safety</td>
<td>56 hours</td>
<td>&lt;10 years 480 hours 10+ years 496 hours</td>
</tr>
</tbody>
</table>

b. At the end of each calendar year, an employee’s vacation hours will be purged if they exceed one year’s accumulation plus the amount that will be banked.

c. Employees can use the [Use it or lose it calculator](#) to determine if they will lose any vacation hours at the end of the calendar/fiscal year.

4. **Overtime.** Vacation is counted as hours worked for purposes of calculating eligibility for overtime for non-exempt employees.

5. **Use of Vacation Time.**
   
a. Employees are encouraged to submit vacation requests as far in advance as possible to enable the department/division to accommodate the request. The granting of all vacation requests is subject to operational demands.

b. Each college/department/division is encouraged to establish and communicate to employees a written process to receive, evaluate and approve vacation requests.

6. **Payment for Vacation.** Employees on approved vacation leave shall be paid at their regular rate of pay, including all premium pay, and the number of vacation hours used shall be deducted from the employee’s vacation balance.

7. **Payment for Vacation at Separation from Service.** Employees shall be paid for all accrued but unused vacation at separation from service.
A. PURPOSE. To set out MCCCD policy regarding the use of accrued and earned sick leave for personal reasons by eligible employees.

B. APPLICABILITY. All full-time classified and non-classified employees.

C. POLICY.

1. Generally. Eligible employees may use up to four days (32 hours) per calendar year of accrued and earned sick leave to the employee’s credit as personal time for the reasons specified below. The amount of leave available to employees who work less than 40 hours per week and/or less than 12 months per year is determined on a pro rata basis. Personal leave does not accumulate from year to year. One additional day (eight hours) in a fiscal year may be approved in advance by the appropriate college president/vice chancellor, to be charged to the employee’s sick leave balance.

2. Use of Personal Time. Employees may request the use of sick leave for personal time for activities which can only be accomplished on the work day involved. Personal time may not be approved for use when an employee is tardy or wishes to leave work before the scheduled ending time for reasons not listed below. Allowable uses of sick leave for personal time include but are not limited to:
   a. Unforeseen automobile or household emergencies
   b. Family emergencies.
   c. Appointments with professionals.
   d. Funerals not covered in Policy B-1 – Bereavement Leave.

3. Payment for Personal Time.
   a. Employees approved for personal time shall be paid at their regular rate of pay and the number of hours used shall be reported in Time and Labor and deducted from the employee’s sick leave balance.
   b. Personal time shall be used and paid in quarter-hour increments.
   c. Employees are responsible for knowing the amount of sick leave available for the employee’s use. An employee who does not have a sufficient balance of sick hours to cover personal time used shall be considered absent without leave. In such case the employee’s hours absent shall be coded in Time and Labor as Leave without Pay. Vacation leave may not be approved to cover personal time taken.
d. Sick Leave paid for personal time is counted as hours worked for purposes of calculating eligibility for overtime for FLSA non-exempt employees.

4. **Required Notification for Use of Personal Time.** Employees requiring personal time shall notify the employee’s immediate supervisor or other designated contact person/phone number as soon as possible.
A. PURPOSE. To set out the procedure for an eligible employee to request a leave of absence for specified medical or personal reasons.

B. APPLICABILITY. All full-time classified and non-classified employees except CEC employees.

C. POLICY.

1. Reasons for Leave. An eligible employee may request a leave of absence from employment. Such leave may be requested:

   a. For personal reasons; or

   b. When an employee who has exhausted Family and Medical Leave (FML) is determined by a health care provider to be temporarily unable to perform the essential functions of the employee’s job. Such request must include documentation from a health care provider indicating the reason for the leave request and an estimated date of return to full duty; or

   c. When an employee who is not eligible for FML is determined by a health care provider to be temporarily unable to perform the essential functions of the employee’s job. Such request must include documentation from a health care provider indicating the reason for the leave request and an estimated date of return to full duty.

2. Request. An employee requesting a leave of absence hereunder must provide MCCCD with as much advance notice of the need for leave as possible. Requests for a leave of absence for personal reasons shall be submitted to the immediate supervisor, indicating the reason for the leave, the date the leave will begin, and the specific date of return to full duty. Employees requesting a leave of absence for medical reasons (Reasons C (1) (b) and C (1) (c) above) must promptly provide the HR Solutions Center with a Health Care Provider Form, signed by a medical provider, that includes information regarding; the reason for the leave, the date the leave will begin, and the anticipated date of return to full duty. Any change in such information must also be submitted promptly.

3. Approval. A request for a leave of absence hereunder may be granted in up to six months increments upon the approval of the immediate supervisor, college president/vice chancellor and the Vice-Chancellor for HR or designee. Requests for additional leaves of absence will be considered on a case-by-case basis in compliance with applicable federal and state laws and require the approval of the immediate supervisor, college president/vice chancellor and the Vice-Chancellor for HR or designee.

4. Compensation. An employee on an approved leave of absence shall use all applicable paid leave before going on an unpaid leave of absence. Sick leave, vacation leave, paid holiday
leave, or other paid leave continue to be earned while an employee is in active pay status, but are not earned by or paid to an employee while on a leave of absence without pay.

5. Health Insurance Coverage.

a. Insurance Coverage during a Leave of Absence for Personal Reasons. MCCCD will continue to pay the flexible benefits for the insurance coverage for the first 24 weeks in a 12-month period. After 24 weeks, the employee may continue to pay for the insurance coverage selected during the approved leave of absence.

b. Insurance Coverage during a Medical Leave of Absence. MCCCD will continue to pay the flexible benefits for the insurance coverage selected by the employee based upon the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Premium Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>zero to five</td>
<td>six months*</td>
</tr>
<tr>
<td>five to 10</td>
<td>12 months*</td>
</tr>
<tr>
<td>10 or more</td>
<td>18 months*</td>
</tr>
</tbody>
</table>

*includes FMLA

6. Return from Leave. Upon returning from an approved leave of absence, the employee shall be restored to the position held by the employee when the leave began or an equivalent position with equivalent employment benefits, pay and other terms and conditions. The employee who returns from a leave of absence shall not lose any employment benefit that accrued prior to the commencement of leave. Participants in ASRS who return to work within one year may elect to purchase service credit from ASRS as long as the member has not withdrawn contributions during the extended leave of absence.

7. Failure to Return/Properly Use Leave. Failure to return to work within three working days after the scheduled end of a leave of absence without a request for an extension and reasonable justification will be deemed an abandonment of one’s position as provided in Policy A-4—Employment Standards. Failure to use a leave of absence for the reasons stated in the request for such leave may result in cancellation of the leave and corrective action.
A. PURPOSE. To provide a fund to which eligible employees may donate vacation and sick leave hours and from which eligible employees may receive paid leave hours during the first 90 days of a qualifying non-work related disability.

B. APPLICABILITY. All full-time classified and non-classified employees.

C. POLICY.

1. Donation. Any eligible employee may, during the annual benefit open enrollment period, transfer sick leave and/or vacation hours to the MCCCD Compassionate Leave fund by submitting a request through the HRMS Self-Service portal, so long as the donating employee retains a balance of at least 240 hours of sick leave after deduction of the sick leave hours offered for donation (no minimum remaining balance is required for vacation). Donations to the Compassionate Leave fund shall be in one-hour increments. The maximum donation is a total of eight hours of sick and/or eight hours of vacation.

2. Eligibility. Any eligible employee may apply to the HR Solutions Center to receive Compassionate Leave hours. To qualify, the employee requesting Compassionate Leave hours must:
   a. Have a non-work related serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA), which is estimated by the health care provider to last a minimum of 30 consecutive calendar days, and an estimated date of return to full duty from the health care provider; or
   b. Have a spouse, domestic partner, or dependent who resides in the employee's household with a serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA) which is estimated by the health care provider to last a minimum of 30 consecutive calendar days; and
   c. Have an insufficient amount of accrued and unused sick leave, vacation leave, banked vacation leave, and compensatory time to cover the estimated period of absence.

   a. An employee who is approved to receive Compassionate Leave hours shall be paid 33 1/3 of the employee’s regular base pay for the first 90 days of disability. Compassionate Leave runs concurrently with Family and Medical Leave and Extended Medical Leave.
   b. An employee receiving Compassionate Leave hours shall be in active pay status and shall accrue sick leave, vacation, and be entitled to any other benefits they would normally
receive. All paid leave provided to or accrued by an employee while receiving Compassionate Leave hours shall be used in the following pay period first before Compassionate Leave hours are used.

4. **Cessation of Compassionate Leave.** An employee approved to receive Compassionate Leave hours shall be eligible to receive such leave hours until the employee:
   a. Returns to full duty; or
   b. Begins receiving medium-term disability insurance payments from MCCCD; or
   c. Has reached the 90th calendar day of disability.

5. **Working While on Compassionate Leave.** Employees absent from work and receiving Compassionate Leave hours may not work, perform services, receive, or earn compensation for or from any other entity, including the employee’s own business, from the beginning of such absence until the employee returns to work, unless authorized in advance by the Vice Chancellor for Human Resources.
A. PURPOSE. To provide eligible employees with job-protected time off work for serious health conditions, the birth or placement of a child for adoption or foster care, or to care for a family member with a serious health condition as provided in the Family and Medical Leave Act of 1993 (FMLA). During this leave the employee’s job status is protected and MCCCD will continue to pay its portion of the employee’s health care benefits (if applicable).

B. APPLICABILITY. All employees covered by this manual who have been employed by MCCCD for at least 12 months and have actually worked at least 1,250 hours during the 12 months prior to the leave.

C. POLICY.

1. Introduction. Family and Medical Leave (FML) is a leave of absence taken by employees for specified medical reasons, during which MCCCD shall maintain the employee’s health insurance (if applicable) in the same manner as if the employee remained in active pay status. During the leave, however, such employees must continue to pay the employee’s share of health insurance premiums. Employees returning from FML shall be reinstated to the position held by the employee when the leave began or an equivalent position with equivalent employment benefits, pay and other terms and conditions.

2. Entitlement to Leave.

   a. Generally. Eligible employees are entitled to a total of 12 workweeks of FML during a rolling 12-month period measured backward from the date on which the employee uses any FML. Employees may take the leave for any of the following reasons:

      i. Birth of a child of the employee and to care for the newborn child.

      ii. Placement of a child with the employee by way of adoption or foster care.

      iii. To care for the spouse, child, parent or one who stood in place of a parent of the employee, if that person has a serious health condition.

      iv. Because of a serious health condition that renders the employee unable to perform any of the essential functions of the employee's position; or

      v. Any qualifying exigency when the employee's spouse, child or parent is on active duty or is notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard) in support of a "contingency operation."

   b. Military Caregiver Leave Entitlement. Eligible employees are entitled to a total of 26 workweeks in a single 12-month period per-covered service member, per-injury, measured forward from the date the employee's leave begins, to care for a spouse, child, parent, or
next of kin who is a service member undergoing medical treatment, recuperation or therapy, is on out-patient status, or is on the temporary disabled retired list for a serious injury or illness.

3. **Use of Paid Leave.** Employees meeting specified eligibility requirements are entitled to various paid leaves of absence (i.e., sick, vacation, holidays, compensatory time, etc.), as described in this manual. Employees are required to use all applicable paid leave to the employee’s credit (except compensatory time) in conjunction with FML. Employees requesting paid leave for FML must comply with the employee’s department’s normal procedures for use of paid leave. MCCCD will designate an employee's use of paid leave as FML based on the information provided by the employee or employee's spokesperson. Employees will be notified when paid leave is designated as FML. Paid leave that is substituted for unpaid leave will be counted toward the 12 weeks of FML.

4. **Holidays.** Time off on a recognized holiday shall count against the employee’s FML entitlement if the employee is on FML the entire week during which the holiday is observed.

5. **Leave Increments.** FML shall be counted in increments of 15 minutes.

6. **Husband and Wife.** In a case in which a husband and wife are both employed by MCCCD, requests for leave due to the birth or placement with the employees of a child, or to care for either employee’s parent who has a serious health condition, the aggregate number of workweeks of FML to which both employees are entitled shall be limited to 12 workweeks combined during the leave year.

7. **Intermittent/Reduced Leave.**
   a. Generally. Leave due to the serious health condition of the employee or the employee's spouse, child or parent, or for military caregiver leave, may be taken intermittently or on a reduced leave schedule when medically necessary. MCCCD may require an employee taking foreseen leave in this manner for planned medical treatments to transfer temporarily to an alternative position which has equivalent pay and benefits and better accommodates the recurring periods of leave. The use of intermittent or reduced schedule leave shall not reduce the total amount of leave to which the employee is entitled. Leave due to the birth or placement with the employee of a child may not be taken on an intermittent or reduced leave schedule unless agreed to by the immediate supervisor.
   
b. **Deductions for Exempt Employees.** MCCCD may make deductions from an exempt employee's salary for time taken as intermittent or reduced FML within a workweek, without affecting the exempt status of the employee. The deductions may be taken in 15 minute increments and designated on the employee's timesheet as FML. In such case the employee shall be required to use all applicable paid leave in conjunction with FML.

8. **Benefit Accrual during Leave.** Sick, vacation and other paid leave will not accrue during any unpaid portion of FML.

9. **Working/Attending School While on FML.** Employees on FML may not work, perform services, receive, or earn compensation for or from any other entity, including the employee's own business, from the beginning of such absence until the employee returns to work, unless authorized in advance by the Vice Chancellor of Human Resources. In addition, any service contract with MCCCD will be cancelled during FML. Employees on FML for their own serious
health condition may not attend classes at MCCCD and are therefore not eligible for tuition waiver under Policy A-13 while on FML.

10. Reinstatement.

a. Generally. Employee’s returning to work from FML shall provide their immediate supervisor with at least one week’s notice of intent to return. When an employee not in a "key" position returns from FML, the employee will be restored to the position held by the employee when the leave began or an equivalent position with equivalent employment benefits, pay and other terms and conditions. The employee taking FML shall not lose any employment benefit that accrued prior to the commencement of leave.

b. Key Employees. If an employee’s position is determined to be "key", the employee may be denied reinstatement when:

i. MCCCD shows that denying reinstatement "is necessary to prevent substantial and grievous economic injury" to MCCCD's operations;

ii. MCCCD notifies the employee that reinstatement will be denied at the time MCCCD determines that grievous economic injury would occur; and

iii. The employee already has begun the leave and elects not to return to employment within a reasonable time after receiving MCCCD's notice.

c. Certification. The employee's physician may be required to certify that the employee is able to resume performing all of the essential functions of the employee's position as a condition of return to employment.

11. Payment of Insurance Premiums on Failure to Return from Leave. If the employee fails to return from FML, the employee may be required to reimburse MCCCD for the total insurance premiums paid by MCCCD for the period of FML during which the employee was on unpaid leave, unless the failure to return is due to:

a. Continuation, recurrence or onset of a serious health condition; or

b. Other circumstances beyond the employee's control.

In such case, MCCCD may require medical certification. If an employee fails to provide certification or an adequate excuse, the employee shall be liable for the total insurance premium paid during the unpaid portion of the leave by MCCCD.

12. Employee’s Notice Responsibility. An employee requiring FML must provide MCCCD with as much advance notice of the need for leave as possible. Failure to provide timely notice may result in a delay of leave until 30 days after receipt of notice. The minimum required notice under the FML is as follows:

a. When the need for leave is foreseeable, including planned medical treatment for a serious illness or injury of a covered service member (if practicable), the employee must provide 30 days' advance notice;

b. If 30 days is not practicable, notice must be given as soon as practicable, after the need for the leave becomes known to the employee;

c. If the approximate timing for leave is not foreseeable, the employee must still provide notice of the need for leave as soon as practicable.
d. Employees must promptly provide the employee's immediate supervisor with a written statement signed by the medical provider that includes information regarding: the date the leave will begin, the anticipated return to work date, whether the absence will be full-time or part-time, and if there are any restrictions. Any change in such information must also be submitted promptly.

e. Notice of the need for leave is provided by the employee on forms available in the District HR Solutions Center.

In addition, if MCCCD requires additional information in order to determine if the absence is FML-qualifying, the employee must respond to MCCCD's request for such information as soon as possible. Failure to respond may result in denial of FML.

13. Call-in Procedure. Employees requesting paid or unpaid leave for FML must comply with the employee's department's normal call-in procedures.

14. Notice to Employee. Within five business days, or as soon as is feasible after notice of the need for leave is provided by the employee, the HR Solutions Center will provide the employee with detailed written notice of:

a. MCCCD's FML expectations and policy;

b. The employee's rights and obligations (including the amount of insurance premium that must be paid, if applicable);

c. The consequences of an employee's non-compliance;

d. The fact that the leave will be counted against the employee's annual FML entitlement and how it is measured; and

e. The requirements regarding medical certification.

15. Initial Certificate of Serious Health Condition. Employees who request FML must provide MCCCD with certification of the condition from a health care provider in cases involving serious health conditions and attach the certification to the request for leave at initial request, or provide same as soon as possible when paid leave is exhausted. Employees must provide sufficient information for MCCCD to determine if the leave may qualify for FML protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform MCCCD if the requested leave is for a reason for which FML was previously taken or certified. Upon receipt of the certification, MCCCD may, at its expense, require the employee to obtain a second opinion from a health care provider selected by MCCCD. MCCCD may deny FML if the employee refuses to release relevant medical information to the health care provider designated by MCCCD to provide the second (or third) opinion. MCCCD's health care provider or the HR Solutions Center may, with the employee's permission, contact the employee's health care provider directly for verification or clarification purposes, but will not seek additional information from the provider. Prior to contacting the employee's health care provider, MCCCD will ask the employee to cure the deficiencies in the certification. If the second opinion differs from the first, MCCCD may, at its expense, require the employee to submit to a third examination by a health care provider jointly selected by MCCCD and the employee. This third opinion shall be final and
16. **Recertification.**

a. For pregnancy, chronic or permanent/long-term conditions under continuing supervision of a health care provider, MCCCD may request recertification every 30 days while the employee is on leave. However, if circumstances described in the previous certification change significantly (i.e., the severity of the condition, complications, etc.), MCCCD may immediately request recertification.

b. If the minimum duration of the incapacity specified on an initial certification is more than 30 days, or if the leave is taken on an intermittent or reduced scheduled basis, MCCCD may not request recertification before the minimum duration of the specified leave expires unless one of the conditions described in subparagraphs C (16) (c) (i) through (iii) below is met.

c. For circumstances not covered by this paragraph C (16), MCCCD may request recertification at any reasonable internal (but not more often than every 30 days), unless:

   i. The employee requests an extension of leave; or

   ii. Circumstances described by the previous certification have changed significantly (i.e., duration or nature of the illness, complications, etc.); or

   iii. MCCCD receives information that casts doubt upon the continuing validity of the certification. If one of the conditions of subparagraphs C (16) (c) (i) through (iii) occurs, MCCCD may immediately request recertification.

d. MCCCD may request the same information on recertification as is permitted during initial certification. The employee has the same obligation to cooperate with MCCCD during the recertification process as in the initial certification process.

17. **Certification Deadline.** Employees shall provide requested certification within 15 calendar days unless this time limit is not practicable. Failure to provide this certification may invalidate the leave. Employees are solely responsible for any costs associated with obtaining requested certification.

18. **Fitness for Return to Duty.** If MCCCD requires a fitness for duty certification prior to returning an employee on FML to duty, any physical required will be job-related and consistent with business necessity and may only be sought with regard to the particular condition that caused the need for FML. MCCCD's health care provider may, with the employee's permission, contact the employee's health care provider to clarify fitness for duty, but will request no additional information. The employee has the same obligation to cooperate in the fitness for duty process as described in the certification/recertification process above. Failure to provide a fitness for duty certification at least one week prior to return to duty may terminate the employee's right to reinstatement unless the employee has requested additional FML.

19. **Employees’ Failure to Pay Insurance Premium.** Upon commencement of FML, MCCCD shall continue the employee's health insurance (if applicable) as if the employee was not on leave. However, MCCCD's obligation shall cease if the employee is more than 30 days late in tendering the employee's share of the premium. In such a case, MCCCD shall provide the
employee written notice of the discontinuance of coverage by mailing such notice at least 30 days before the date coverage will cease.
A. PURPOSE. To set out MCCCD policy regarding the maintenance of personnel files and answering requests for information contained in employee’s personnel files.

B. APPLICABILITY. All MCCCD employees covered by this manual.

C. POLICY.

1. Generally. The personnel file contains all original personnel-related information for every MCCCD employee in accordance with all applicable laws. All personnel files are maintained at District Office Human Resources except:
   a. The AZ-POST file maintained by the MCCCD Department of Public Safety on each sworn police officer.
   b. Personnel files for adjunct faculty, which files are maintained by the campus(es) at which the adjunct is employed.
   c. The temporary performance evaluation notes maintained by supervisors during an employee’s evaluation period. These notes are to be summarized and included the employee’s performance evaluation, and/or become a part of a corrective action document.

2. Access to Personnel Files. All personnel files of employees are the property of MCCCD. No employee or other person may obtain or possess personnel records maintained by MCCCD except as specifically stated herein. Access to an employee’s personnel file shall be limited to:
   a. The employee or an authorized representative of the employee.
   b. The employee's supervisor and department/division director.
   c. The Human Resources Director or Human Resources staff members in the performance of their official duties, including responding to court orders or subpoenas.
   d. Employees or agents of companies providing employee benefits, when necessary to determine eligibility or otherwise administer benefits for the employee.
   e. Attorneys or authorized staff members of the General Counsel’s office, or legal counsel representing MCCCD, when necessary to provide legal advice or representation to MCCCD.

3. Public Records Requests. All requests [other than those described in section C (2) above] to inspect and/or copy information contained in an employee’s personnel file shall be directed to the Office of Public Stewardship/General Counsel as provided in Administrative Regulation 6.17.
4. **Internal Requests.** An employee’s request to view their own personnel file, or the personnel file of a subordinate employee in their direct chain of command, shall be directed to District Office Human Resources.
   
a. **Employee’s Own File.** Employees may request to view their own personnel file. Such requests shall be made during the regular business hours of District Office Human Resources.

b. **Manager’s or Supervisor’s Requests.** A manager or supervisor may request to view the personnel file of subordinate employees in their direct chain of command. The sections of the file which may be viewed are the performance management and corrective action files. A request to review documents not in the performance management and corrective action files requires a legitimate business necessity which must be directed, in writing, to the Vice Chancellor of Human Resources.

5. **Record Retention.** Public records, including those contained in personnel files, shall be retained in accordance with state law.

6. **Employee Requests.** Employees have the right to:
   
a. Review the contents of the employee’s personnel file upon request, except letters of recommendation and college/university placement files which, when submitted, request confidentiality.

b. Receive a copy of any documents contained therein, except as noted item a. above.

c. Be notified, in writing, when material (other than of routine office nature) is being added to the file(s).

d. Request the inclusion of relevant documents to be added to the file(s). (Determination of relevancy is the responsibility of the District Director of HR Administration.)

e. Request the removal of all inappropriate and/or obsolete documents from the files. (Determination will be made by the District Director of HR Administration.)

f. File a written response to be included whenever negative or derogatory information is placed in the file(s).

7. **Reference Checks/Information Verifications.** No MCCCD employee other than authorized employees in the District Office Human Resources Division or a college human resources office is authorized to provide and/or verify any information about a current or former MCCCD employee to any outside requestor. In response to such requests, the Governing Board has established that only the following information may be disclosed regarding present or former employees:
   
a. Name.

b. Titles or positions (including academic degrees and honors received).

c. Fact of past or present employment.

d. Dates of employment.

e. Salaries or rates of pay.

f. Name of employee’s current or last known supervisor.
g. Disciplinary records.

h. Self-Evaluations.

i. Performance Reviews.
A. PURPOSE. To set out specific limitations related to recruiting, selecting, and hiring candidates for regular, classified employment positions.

B. APPLICABILITY. All regular, classified employment positions.

C. POLICY.

1. Generally. The philosophy of the District is to post all vacant positions, to encourage professional advancement for its employees, and to give internal priority consideration to qualified MCCCD candidates for all vacant positions for which they apply while simultaneously ensuring equal opportunity.


      i. Eligibility. All regular, classified and specially-funded employees are considered internal applicants. Temporary, timecard, and short term (including adjuncts, and OYO/OSOs) are not considered internal applicants.

      ii. Length of Advertising. When a vacancy occurs, the District or College Human Resources Department will advertise the opening for a minimum of five consecutive working days internally before advertising externally.

         a) A vacancy will only be posted internally and externally simultaneously with approval of the Employee Group President and College President/Vice Chancellor. The exception to this is PSA grades three through seven which can be posted internally and externally simultaneously without pre-approval.

      iii. Internal Screening. Internal applications will be screened and internal qualified (minimum qualifications for PSA) applicants will be interviewed prior to the screening of external applications.

         a) Exceptions.

            I. PSA employees. Internal applicants who meet minimum requirements of a position will receive interviews.

            II. MAT. For MAT 20-21 positions, if there are less than four internal applicants, the committee can screen and interview internal and external applicants simultaneously.
iv. Committee Configuration. A minimum of one subject matter expert/Crafts personnel of the same position/same trade as the position to be filled must be on the Selection Committee.

v. Interviews. Applicants selected for an interview will be notified at least three working days prior to the appointment time of the interview. If a personal conflict exists that makes it impractical for an applicant to be present for a designated interview, an attempt will be made to reschedule the appointment within a reasonable time frame such that it is convenient for both the applicant and the interviewer(s). The internal applicant will be granted release time to participate in interviews.

vi. Selection

a) If an internal applicant is not selected for an interview, the employee may ask HR to provide feedback and HR will provide the information.

b) If the committee decides not to hire an internal candidate following the internal interviews, the qualified internal applicant will be rolled into the external pool.

c) For M&O, other qualifications being equal, preference will be given to the internal candidate/employee with more seniority.

b. External Process for all Classified Positions except Certified Police Officers.

i. Length. Jobs will be posted externally for a minimum of five consecutive working days.

ii. Screening. All applicants will be screened for minimum and desired qualifications.

iii. Interviews. Applicants will be notified at least three working days (if feasible) prior to the appointment time for an interview.

iv. Selection and Hiring Process

a) PSA. A minimum of three, if feasible, final candidates will be forwarded to the College President/Vice Chancellor or designee for review and recommendation.

c) Case-by-case modifications or exceptions to the hiring procedures may occur when a written agreement is reached between the Employee Group’s Executive Board and the Vice Chancellor for Human Resources or designee.

d. Miscellaneous.

i. Employees are encouraged to use the career counseling/advisement services available at any college in the Maricopa Community College District. While there is no designated career counselor in the Employment Office, Employment Staff will assist employees desiring guidance, to the extent possible.

ii. PSA Only. If an internal-transfer PS employee underwent a competitive hiring process to obtain an OSO, OYO, or Specially-Funded PS position and the PS position becomes permanently institutionally funded, then the PS employee may be permanently reassigned without an additional competitive hiring process with approval of the College
President / Vice Chancellor. The PS employee will not be subject to a probationary period, providing the employee has been in the OSO, OYO, or Specially-Funded position for more than two months.

iii. PSA Only. After three One Year Only or six One Semester Only assignments for the same position/employee, if the position is to be continued, the College/District will recognize a need for a regular, classified position. If a College/District office wishes to extend a position/employee past three years, this can be done by requesting an approval through the HR Solutions Center and the PSA Executive President.

iv. Crafts Only. All applicants must have a journeyman card.

3. Lateral Exchanges. For regular, classified employees in good standing who have completed their initial probationary period.

a. If two regular, classified employees who are currently working at the same grade, classification/title, and an equal amount of employment hours (i.e. both employees at 1.00 FTE, 0.75 FTE, 0.50 FTE, etc.) would like to exchange positions and each of the employees meets the qualifications for the proposed exchange, then the employees will be interviewed by the supervisor(s) of the proposed exchange. If both employees’ supervisors, Vice Presidents, and College Presidents/Vice Chancellors agree, then each employee may be laterally exchanged. There will be no probationary period for either employee.

b. Any of the parties listed above has up to 90 days to annul this exchange. The two employees would then return to their previous positions. This annulment provision does not apply to exchanges involving Crafts employees.

c. Employees who have passed their initial probationary period are eligible. Internally-funded Specially-Funded employees are eligible. Employees who are currently on corrective action, under disciplinary action, or who have performance evaluations less than satisfactory are not eligible for a Lateral Exchange.

4. Lateral Transfers. Applies only to Crafts, M&O, and Public Safety employees:

a. Employees may transfer to different locations throughout the District. All transfers will agree with the provisions of this section. A transfer is defined as a change of location within the same classification.

b. A request for transfer form must be submitted to the District Human Resources Department. Properly filed transfer request forms will be given consideration during the fiscal year filed. Transfer request forms will be kept on file for one fiscal year. An employee must file a new transfer request each fiscal year. The District Human Resources Department will process all transfer requests prior to advertising.

c. Once a posting request is received in the District Human Resources Department, the Human Resources staff must process all applicable transfer requests currently on file before advertising the vacant position.

d. The District Human Resources Department shall notify the appropriate supervisor and arrange for the employee and the supervisor to discuss the transfer. Every attempt will be made to allow lateral transfers where the transfer mutually benefits the employee and the
District. If the transfer is acceptable, the District Human Resources Department shall notify the employee and his/her supervisor of the approval to transfer. There are no reversion rights to the previous position.

e. Unsuccessful lateral transfer applicants will be notified by the District Human Resources Department. The applicant may then submit an application through the internal/external process.
A. **PURPOSE.** To set out MCCCD’s procedure for eligible employees to seek redress for an alleged misapplication, misinterpretation, or violation of a specific provision of an applicable employee policy or Governing Board policy or administrative regulation which affects the employee.

B. **APPLICABILITY.** All regular, classified employees.

C. **POLICY.**

1. **Ground Rules.**
   
a. The District’s formal grievance procedure provides a process for employees to voice complaints concerning specific issues related to their employment. The objective is to improve employee-management relations through a prompt and fair method of resolving problems. All actions at any stage of the grievance procedure shall be characterized by fairness, frankness, courtesy, and respect for the dignity of each individual involved. Employees have the right to file a grievance without prejudice; and the employee, their representatives, and their witnesses shall not be subjected to corrective action, harassed, or otherwise unfairly dealt with as a result.

b. A “grievance” for purposes of this policy and procedure is an allegation by an eligible employee of a misapplication, misinterpretation, or violation of a specific provision of an applicable employee policy or Governing Board policy or administrative regulation, which affects the employee. A “grievant” is an eligible employee claiming such a misapplication, misinterpretation, or violation has occurred. If more than one employee claims they have been similarly affected by an alleged misapplication, misinterpretation, or violation of a specific provision of an applicable employee policy or Governing Board policy or administrative regulation, they may file a group grievance hereunder.

c. All employees who have successfully completed their initial probationary period are eligible to file a grievance. All employees are encouraged to informally discuss employment concerns with their immediate supervisor, the employee’s chain of command, or with the College or District Human Resources Department, whichever is most appropriate given the issue. Every effort should be made to resolve issues at the lowest level possible.

d. This grievance procedure is the internal remedy available to eligible employees for resolving grievances. This does not preclude any external remedies available to the employee. Complaints involving illegal discrimination, including allegations of sexual harassment or a violation of the ADA, are resolved pursuant to Administrative Regulation 5.1 and not this grievance procedure. Appeals of employee discipline are resolved pursuant to the applicable employee group manual and not this grievance procedure.
e. A grievant may be represented at any grievance level by a fellow MCCCD employee of the grievant’s choosing. During the grievance hearing the representative shall be permitted to observe and take notes, be permitted a limited right to speak, to include speaking to the policy issue(s) in question, repeating to the administrator points the employee has already made, and explaining to the administrator the significance of points made by the employee. The representative has no right to speak for the employee in response to questions; however may confer with the employee in a confidential manner.

f. All grievance level meetings are closed, private meetings and not meetings of a public body as defined in Title 38, Arizona Revised Statutes.

g. Meetings held under this procedure shall be conducted at a time and place that affords a fair and reasonable opportunity for all persons entitled to be present to attend. The grievant(s), the grievant’s representatives, and any necessary witnesses may attend this meeting. Employee(s) and their representative(s) shall be permitted to present oral and written statements during meetings.

h. As a grievance moves from one level to the next, the grievant may not add new considerations to the grievance.

i. Any grievance not initiated or taken by the grievant to the next level within the stated time limits will be considered resolved. Any grievance answer not timely provided to the grievant shall permit the grievant to proceed to the next level in the grievance procedure. Time limits for invoking the next higher level in the grievance procedure shall commence on the date the grievance answer is due. The parties may, by mutual agreement, extend any of the time periods established in this procedure.

j. An employee whose immediate supervisor is a Vice President/College Administrator or College President/Vice Chancellor and who wishes to submit a formal written grievance after the Verbal Discussion described in Section C (2) (a.) herein shall proceed to the level which represents the employee’s supervisor’s supervisor.

k. Documents, communications, and other records dealing with the processing of a grievance will be maintained in a separate grievance file in the District Human Resources office. Confidentiality will be maintained to the extent possible, and a copy will be made available to the employee upon request.

l. Grievants will be allowed reasonable release time to meet with the grievant’s representatives and participate in meetings described herein.

m. The District supports and recommends the Interest-Based Negotiations (IBN) approach to the resolution of grievances. This approach encourages the parties to the grievance to meet with a facilitator and together:
   
i. Advocate for their interests;
   
ii. Educate one another on the issues;
   
iii. Jointly determine objective solution criteria;
   
iv. Create multiple options before determining possible solutions;
   
v. Choose the option which best meets the identified interests & criteria; and
vi. Build working relationships through conflict resolution.

All timelines as described in Section C (2) hereafter shall be placed on hold so long as the parties to a grievance are engaged in the IBN process to resolve the issue.

n. All references to Vice-Presidents, Administrators, Presidents, Vice-Chancellors, the Chancellor, and the Governing Board shall be deemed to include their designees.

o. The term “Immediate Supervision” as used herein shall be deemed to include all supervisors in the grievant's chain of command up to and including the supervisory position immediately subordinate to the grievant's Vice President/College Administrator.

2. Grievance Procedure.

a. Verbal Discussion with Immediate Supervision.

i. An employee with a grievance shall meet with and/or discuss the issue with the employee's immediate supervision within 20 days of the date the employee knew or reasonably should have known of the event giving rise to the issue. If a meeting is to be held it shall be within 10 days of the employee's request.

ii. The immediate supervision shall provide the employee with a verbal decision during the discussion/meeting or within 10 days after the discussion/meeting.

iii. If the employee is not satisfied with the verbal response from the immediate supervision, the formal steps which follow may be pursued.

b. Level I – Written Grievance to Vice President/College Administrator.

i. Within 10 days of the reply at the Verbal Discussion level, or if no reply is received, within 15 days after the verbal discussion/meeting, the grievant may submit a formal written grievance, using the District's grievance form, to the grievant's Vice President/College Administrator.

ii. The Vice President/College Administrator shall hold a meeting to discuss the grievance within 10 days after receipt. The Vice President/College Administrator shall reply in writing to the grievant within five days after the meeting.

iii. If the grievant is not satisfied with the written answer of the Vice President/College Administrator, the grievance may be submitted to Level II of the grievance procedure.

c. Level II – Written Grievance to College President/Vice Chancellor.

i. Within 10 days of the reply at Level I, or if no reply is received, within 20 days after the submission at Level I, the grievant may submit the grievance, using the District's grievance form, to the grievant’s College President/Vice Chancellor.

ii. The College President/Vice Chancellor shall hold a meeting to discuss the grievance within 10 days after receipt. The College President/Vice Chancellor shall reply in writing to the grievant within 10 days after the meeting.

iii. If the grievant is not satisfied with the written answer of the College President/Vice Chancellor, the grievance may be submitted to Level III of the grievance procedure.

d. Level III – Chancellor.
i. Within 10 days of the reply at Level II, or if no reply is received, within 20 days after the submission at Level II, the grievant may submit the grievance, using the District’s grievance form, to the Chancellor.

ii. The Chancellor may hold a meeting to discuss the grievance within 15 days after receipt. The Chancellor shall reply in writing to the grievant within 15 days after the meeting.

iii. If the grievant is not satisfied with the written answer of the Chancellor, the grievance may be submitted to Level IV of the grievance procedure.

e. Level IV – Governing Board.

i. Within 10 days of the reply at Level III, or if no reply is received, within 20 days after the submission at Level III, the grievant may submit the grievance, using the District’s grievance form, to the Governing Board.

ii. The Governing Board may, at its option, review the evidence and issue a final written decision within 30 days after receipt. The written decision shall be forwarded to the grievant.

iii. The Governing Board’s decision shall be final and binding. If the Governing Board elects not to consider the grievance, the decision of the Chancellor at Level III shall be final and binding.
A. PURPOSE. To set out MCCCD’s procedure for eligible employees to seek resolution of non-policy related conflicts and disputes in the workplace.

B. APPLICABILITY. All regular, classified employees.

C. POLICY.

1. Generally. This manual provides various mechanisms for employees to seek resolution of conflicts and disputes in the workplace. Workplace disputes or conflicts other than those described below, which shall be referred to hereafter as “non-policy issues,” may be resolved pursuant to this section. This policy shall not apply to:
   a. Complaints involving illegal discrimination, including allegations of sexual harassment or a violation of the ADA, which are resolved pursuant to the policy contained Administrative Regulation 5.1;
   b. Appeals of employee discipline, which are resolved pursuant to the policy contained in the applicable employee group manual;
   c. Allegations of a misapplication, misinterpretation, or violation of a specific provision of an applicable employee policy or Governing Board policy or administrative regulation which affects the employee are resolved pursuant to the Grievance Procedure contained at Policy C-2.

2. Interest-Based Negotiation (IBN) Approach. The District supports and recommends the Interest-Based Negotiation (IBN) approach to conflict resolution. This approach encourages the parties to a workplace dispute or conflict to meet with a facilitator and together:
   a. Advocate for their interests
   b. Educate one another on the issues
   c. Jointly determine objective solution criteria
   d. Create multiple options before determining possible solutions
   e. Choose the option which best meets the identified interests & criteria
   f. Build working relationships through conflict resolution

3. Utilizing IBN. In the event of a non-policy issue between one or more employees of the District, all parties involved are encouraged, as soon as possible after the recognition of the existence of the dispute, to utilize the IBN approach to resolve the issue.

4. Representation. Any participant in the process may request the presence of a fellow MCCCD employee to represent them and provide perspective during the process. All parties will be
notified in advance if a representative is attending. The representative must agree to adhere to confidentiality protocols of the process and may not share information about the content of the process either verbally or in written form. Legal representation is not considered appropriate in this informal process. If a participant wishes to have legal representation, they are invited to use one of Maricopa’s formal processes instead.

5. **Facilitators.** The District maintains a list of employees who are trained IBN facilitators. If all of the parties to a non-policy issue are in agreement to use the services of a District-trained facilitator to assist them with the resolution, the employees are encouraged to contact the District HR Solutions Center to secure the services of an appropriate facilitator acceptable to all parties. The services of the facilitator in this instance are:
   a. Confidential
   b. Solution-Focused
   c. Impartial
   d. Conciliatory
   e. Based on the IBN approach to conflict resolution.

6. **Non-Exclusive Remedy.** The use of this process to attempt to resolve a workplace dispute or conflict shall not preclude the employee(s) from seeking resolution through any other applicable internal and/or external dispute resolution process.

7. **Non-Retaliation.** Employees have the right to seek resolution of non-policy issues pursuant to this procedure without prejudice, and no employee who participates in this process shall be subjected to corrective action, harassed, or otherwise unfairly dealt with as a result.
A. PURPOSE. Successful job performance requires a full and clear understanding of and commitment to job performance expectations and applicable workplace procedures. Supervisors and staff are expected to understand and follow applicable job performance and workplace conduct standards. Supervisors are expected to use, as appropriate, coaching, feedback, performance improvement plans and corrective action to assist and guide employees in resolving unsatisfactory job performance or misconduct that violates MCCCD policies, procedures, or practices.

B. APPLICABILITY. All regular, classified employees who have completed their initial probationary periods.

C. POLICY.

1. Corrective Action. The term “corrective action” for purposes of this manual includes but is not limited to the actions of coaching and counseling, Initial Corrective Action, Second Corrective Action, and suspension, demotion, and dismissal from employment. The terms “discipline” and “progressive discipline” refer specifically to the actions of suspension, demotion, and dismissal from employment. The following principles are applicable to the corrective action of all MCCCD employees covered by this policy:

   a. Employees shall be advised of expected job performance and workplace conduct, the types of performance and conduct that MCCCD has determined to be unacceptable, and the normal penalties for such unacceptable performance and conduct.

   b. Immediate attention shall be given to policy infractions.

   c. Corrective action should usually be progressive, depending on the severity of the offense.

   d. An employee's immediate supervisor and all supervisors up to and including the College President/Vice-Chancellor shall be responsible for administering corrective action.

2. Records of Corrective Action. All original records of corrective action shall be maintained in the employee's personnel file at District HR in accordance with MCCCD’s public record retention and disposition policies.

3. Expected Job Performance and Workplace Conduct. The job performance and workplace conduct expected of MCCCD employees and the types of performance and conduct MCCCD has determined to be unacceptable are contained in part in Administrative Regulation 6.7 and in the table in Policy A-4 – Employment Standards (this is not an exhaustive list) and in various other sections of this manual. Employees are also notified of expected job performance and unacceptable conduct through:
a. New Employee Orientation, which includes a review of MCCCD policies, employee policies, and safety and security procedures;

b. The employee’s college’s/division’s orientation, which includes a review of the college’s/division’s standard operating procedures and the employee’s position-specific performance expectations;

c. Employee training and annual disclosure statements;

d. MCCCD’s Internet site; and

e. Documented coaching, counseling, and progressive corrective action.

4. Progressive Corrective Action. The specific progressive corrective action principles which follow are applicable to the corrective action of regular, classified employees. Separate principles and rules apply to the corrective action of other employees.

a. Offenses. As shown in the table in Policy A-4, violations of generally expected job performance and specific rules of conduct are grouped into three separate categories by type of offense – A) Conduct, B) Performance, and C) Attendance. Each of these three categories is then separated into two groups based on the seriousness of the offense - Group One (more serious) and Group Two (less serious). Examples of these three categories and two groups of offenses are shown in the table in Policy A-4. This is not an exhaustive list.

b. Groups of Offenses. Offenses are divided into two groups based on the seriousness of the offense. Group One offenses are the most serious of offenses and are corrected under a progressive corrective action schedule as shown in section C (6) below, which may result in "Any disciplinary action, including dismissal." Group Two offenses are less serious than Group One offenses, yet are policy infractions which normally require formal corrective action under a progressive corrective action schedule as shown in section C (6) below, which begins with an "Initial Corrective Action" and progresses to "Any disciplinary action, including dismissal."

c. Types of Offenses. The type of offense determines how multiple policy infractions shall be dealt with for progressive corrective action purposes. Infractions of the same type are deemed to be related for progressive corrective action purposes. Related and unrelated offenses are treated differently for progressive corrective action purposes as explained in section C (6) below.

d. Force and Effect. Each record of corrective action shall remain in force and effect for progressive corrective action purposes as follows:

   i. Initial Corrective Action – up to 12 months
   
   ii. Second Corrective Action – up to 24 months
   
   iii. Suspensions without pay, demotions, and reductions in pay – up to 36 months

   Thereafter, each record of corrective action shall cease to have force and effect for progressive corrective action purposes, provided no intervening corrective action occurs during the 12, 24, or 36 month period following the respective corrective action. Records of corrective action can be removed from force and effect for corrective action purposes
against an employee prior to the maximum period noted above upon written application of the employee and/or approval of the correcting supervisor. Note: Corrective action notices which no longer have force and effect for corrective action purposes may be required to be kept in the employee's personnel file (See Policy B-10 – Personnel Files).

5. **Just Cause.** Classified employees who have successfully completed their initial probationary period may only be disciplined for just cause. "Just cause" is a burden or standard of proof that MCCCD must meet in order to support the discipline of a Board-approved employee. In order to sustain the discipline of a classified employee, all of the following criteria must be met:

   a. The employee knew or reasonably should have known that the employee's conduct could lead to disciplinary action;
   
   b. The disciplinary action is the result of job performance, violation of law, violation of established MCCCD policy or procedure, and/or a violation of established college/division/department policy or procedure;
   
   c. Management conducted a fair and objective investigation in accordance with MCCCD policy and the law;
   
   d. The investigation produced sufficient evidence or proof to reasonably support the failure of performance or violation as alleged;
   
   e. The disciplinary action taken was consistent with disciplinary action for similar or comparable conduct or was otherwise reasonable under the circumstances.

6. **Progressive Corrective Action Schedules.**

   **GROUP ONE OFFENSES**

   | FIRST OFFENSE | Disciplinary action, including dismissal from employment |

   **GROUP TWO OFFENSES**

<table>
<thead>
<tr>
<th>FIRST OFFENSE</th>
<th>Initial Corrective Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECOND OFFENSE</td>
<td>Second Corrective Action</td>
</tr>
<tr>
<td>THIRD OFFENSE</td>
<td>Disciplinary action including dismissal from employment</td>
</tr>
</tbody>
</table>

7. **Progressive Corrective Action Procedure.**

   a. **Corrective Action Ground Rules.**
   
      i. All meetings held under this procedure shall be conducted at a prearranged time and place that affords a fair and reasonable opportunity for all persons entitled to be present to attend.
   
      ii. At the time the meeting date is established, the employee will be informed that this is a corrective action discussion as set forth in this policy manual. The supervisor will provide the employee sufficient time to locate a representative to accompany the employee to this meeting. The representative must be a fellow MCCCD employee.
iii. The representative shall be permitted a brief time prior to the meeting to confer with the employee. During the meeting the representative shall be permitted to observe and take notes and be permitted a limited right to speak, to include repeating to the management representative points the employee has already made, explaining to the management representative the significance of points made by the employee, and occasionally conferring with the employee in a confidential manner. The representative has no right to bargain at the meeting, no right to make the employee’s willingness to cooperate contingent on a guarantee of leniency, and no right to speak for the employee in response to questions. Reasonable breaks shall be provided.

iv. As the corrective action moves from one step to the next, the supervisor or the employee may not add new considerations to the original action.

v. Employees have the right to request representation pursuant to this procedure without prejudice and all employees who participate in this process shall not be subjected to corrective action, harassed, or otherwise unfairly dealt with as a result.

vi. Employees and their representatives will be allowed reasonable release time to meet with management.

b. Initial Corrective Action Discussion

i. The Initial Corrective Action discussion will occur within a reasonable time of when the supervisor becomes aware of the unsatisfactory job performance/conduct.

ii. All parties will be notified of who will be attending the meeting.

iii. At this meeting the supervisor will provide the employee, in writing, with a draft Notice of Corrective Action (on the MCCCD form specifying the unsatisfactory job performance/conduct, the required job performance/conduct, and the consequences of failing to meet the required performance/conduct. The employee and supervisor will discuss a plan of action with specific goals designed to produce the desired performance/conduct. After the meeting the supervisor will complete the document and provide the employee with the opportunity to sign the document and with a copy. This will not be placed in the employee’s official personnel file at the DO.

c. Second Corrective Action Discussion

i. If, after the Initial Corrective Action discussion, the employee fails to improve his/her job performance/conduct (in a reasonable amount of time) as stated in the Initial Corrective Action plan, the immediate supervisor will again schedule a private meeting with the employee regarding his/her lack of improvement. All parties will be notified of who will be attending the meeting.

ii. The emphasis of this meeting will continue to be corrective in intent. The supervisor will discuss job performance/conduct not yet being met from the Initial Corrective Action Plan

iii. The supervisor will present the employee with a draft Notice of (Second) Corrective Action (on the MCCCD form) specifying the unsatisfactory job performance/conduct, the required job performance/conduct, and the consequences of failing to meet the required performance/conduct. The employee and supervisor will discuss a plan of action with
specific goals designed to produce the desired performance/conduct. After the meeting the supervisor will complete the document and provide the employee with the opportunity to sign the document and with a copy.

iv. At the employee’s request, upon proof of satisfactory performance after a reasonable amount of time, a letter of resolution will be placed in the employee’s official personnel file at the DO. A copy will be retained by the supervisor and the employee.

d. Multiple Policy Infractions.

i. Multiple policy infractions should be dealt with by following the progressive corrective action procedure set forth below:

a) Multiple offenses which are unrelated are progressively corrected in the group in which the offense is classified;

b) Multiple offenses which are related are progressively corrected regardless of the group in which the offense is classified and regardless of the order in which the offenses occurred; and

c) Multiple offenses which are closely related in time, even if unrelated or in different groups hereunder, may be combined to result in corrective action which is more or less than the severity of the total sum of the separate offenses.

ii. Examples of progressive corrective action and the difference between the treatment of related and unrelated offenses as shown in the table in Policy A-4 are as follows:

a) If, as a first offense, an employee commits Group Two, Conduct Offense A (5), "Failure of an employee who is authorized to drive MCCCD vehicles to report to the employee’s immediate supervisor a moving traffic violation occurring in the employee’s private vehicle during non-work time," the employee would normally receive an Initial Corrective Action (ICA). If within 12 months the employee commits an unrelated Group Two offense (not a Conduct Offense, but a Performance or Attendance offense), the employee would normally receive an ICA. If, however, the second Group Two offense was related to the first offense, for example, Conduct Offense A (2), "Unknowning violation of MCCCD’s Hiring of Relatives policy or Administrative Regulation 4.18 - Consensual Relationships policy," the employee would receive a Second Corrective Action (SCA).

<table>
<thead>
<tr>
<th>Type</th>
<th>Group 1</th>
<th>Group 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct</td>
<td></td>
<td>1-ICA; 2-SCA</td>
</tr>
<tr>
<td>Performance</td>
<td></td>
<td>2-ICA</td>
</tr>
<tr>
<td>Attendance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b) If, as a first offense, an employee commits Group One, Conduct Offense A (3), "Willful and intentional commitment of acts of fraud, theft, embezzlement, misappropriation, falsification of records or misuse of MCCCD funds, goods, property, services, technology or other resources," the employee would normally be disciplined up to termination of employment. If the employee is not terminated but
instead suspended without pay (SWOP) and if, within 36 months, the employee
commits an unrelated Group Two offense, for example, Performance Offense B (1),
“Neglect of duty . . . ,” the employee would receive an ICA. If, however, the second
offense was related to the first offense, such as Group Two, Conduct Offense A (5), “
Failure of an employee who is authorized to drive MCCCD vehicles to report to the
employee’s immediate supervisor a moving traffic violation occurring in the
employee’s private vehicle during non-work time,” the employee would receive an
ICA.

<table>
<thead>
<tr>
<th>Type</th>
<th>Group 1</th>
<th>Group 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct</td>
<td>1-SWOP</td>
<td>2-SCA</td>
</tr>
<tr>
<td>Performance</td>
<td></td>
<td>2-ICA</td>
</tr>
<tr>
<td>Attendance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Crafts Policies

(Effective August 1, 2014)

Published by
Maricopa County Community College District
HR Solutions Center

The Maricopa County Community College District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, citizenship status (including document abuse), age, disability, veteran status, or genetic information in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.
# Table of Contents

1. Employee/Employer Rights and Responsibilities ..................................................... 1  
2. Policy Interpretation .............................................................................................. 1  
3. Collaborative Policy Development Process .......................................................... 2  
4. Salary Administration ............................................................................................ 2  
5. Categories of Employees ....................................................................................... 3  
6. Probationary Period ............................................................................................... 3  
7. Employment Mobility ............................................................................................ 4  
   - Administrative Reassignment ........................................................................... 4  
   - Temporary Administrative Reassignment ....................................................... 4  
   - Crafts Apprenticeship Training Program ......................................................... 5  
   - Seniority ........................................................................................................... 5  
   - Promotion ......................................................................................................... 5  
   - Acting Assignment ............................................................................................ 6  
8. Standard Workday and Workweek ....................................................................... 5  
9. Overtime .............................................................................................................. 6  
10. Pay Differentials .................................................................................................... 7  
11. Uniforms .............................................................................................................. 8  
12. Transportation ...................................................................................................... 8  
13. Employee Development Evaluation ....................................................................... 9  
14. Observance of Safety ............................................................................................ 9  
15. Disability Benefits Program .................................................................................. 9  
16. Resignation/Termination ...................................................................................... 9  
17. Duration ............................................................................................................. 10  
18. Glossary .............................................................................................................. 10
APPENDIX A

STAFF DEVELOPMENT POLICY FOR CRAFTS EMPLOYEES

A.1. Philosophy ............................................................................................................. 11
A.2. Funding .................................................................................................................. 11
A.3. Eligibility ............................................................................................................... 11
A.4. Applications ......................................................................................................... 11
A.5. Application Procedure ....................................................................................... 12
A.6. Reimbursement .................................................................................................. 12
A.7. Staff Development Committee ........................................................................... 13
1. **EMPLOYEE/EMPLOYER RIGHTS AND RESPONSIBILITIES**

1.1. **STATEMENT OF GOOD FAITH**

Employees covered under this policy shall not cause, engage in, or sanction any strike, slowdown, or other concerted action aimed at disrupting normal business operations during the life of the agreement. All other employee group activities acceptable in the public sector shall be protected, and nothing shall abridge the rights of any employee(s) to exercise the right of freedom of speech and the right to express his/her views on issues which affect the welfare of the employee(s).

1.2. **GROUP RIGHTS**

Authorized employee representatives will be allowed reasonable release time to assist employees in meetings with management, e.g., Level I pre-grievances. These recognized representatives will be allowed, with notification to the appropriate supervisor, to visit with other Crafts staff.

Elected Crafts representatives may from time to time request meetings with the Senior Manager of Employee Relations or designee to discuss contract interpretation and related matters. These meetings will take place during normal business hours and shall be approved by the Senior Manager of Employee Relations or the Vice Chancellor for Human Resources or designee.

1.3. **MEETINGS**

Crafts shall meet as a group on the first Wednesday of February, June, and October, except when emergencies prevent their absence from their worksites.

1.4. **USE OF DISTRICT FACILITIES/ EQUIPMENT**

Crafts groups may use College and District building facilities for meetings provided that such use does not interfere with or interrupt normal operations and is subject to agreement by the appropriate College or District official as to the reasonableness of time and location selected.

1.5. **PRESIDENT TIME**

At the request of the President of the college, up to eight thousand five hundred dollars ($8,500) will be made available to backfill for the Chair of Crafts for the time away from his/her position at said campus.

2. **POLICY INTERPRETATION**

2.1. Request for review and/or revision of any portion of this policy shall be made in writing by the elected employee representatives to the Vice Chancellor for Human Resources or designee. The Vice Chancellor for Human Resources or designee will arrange for the necessary meetings.

2.2. Contested interpretation of existing policy (excluding individual grievance against violations of this policy), or situations which develop requiring new policy, may be brought to the Vice Chancellor for Human Resources or designee by the Chair of the Crafts Collaborative Policy Development Team. The parties will attempt to resolve the issue in a manner which is acceptable to both sides.

2.3. Should there be no agreement; the parties will submit their positions to the Chancellor. The Chancellor's recommendation will be shared with the Governing Board and shall be final and binding. The Chancellor's decision will be rendered within thirty (30) days following the agreement of the parties to forward their positions to the Chancellor for adjudication.

3. **COLLABORATIVE POLICY DEVELOPMENT PROCESS**

3.1. **SELECTION OF COLLABORATIVE POLICY DEVELOPMENT DELEGATES**

3.1.1. The Crafts Association will elect employee delegates to act as representatives to the Collaborative Policy Development process. One (1) member of the elected delegates
shall serve as chairperson and chief spokesperson during the process, and three (3) other elected delegates will serve as members of the collaborative policy team. These representatives shall serve for three (3) years. They shall serve from the first day of September until the last day of August. These elected delegates will be provided appropriate reassigned time for the following purposes:

3.1.1.1. To participate in collaborative policy development sessions.
3.1.1.2. To travel to and from such meetings.
3.1.1.3. For collaborative policy development preparation as deemed appropriate by the Senior Manager of Employee Relations or designee.

3.1.2. The Vice Chancellor for Human Resources or designee shall meet with the Crafts representatives to arrange a series of Collaborative Policy Development meeting dates to exchange and discuss proposals. Representatives from Crafts and the Vice Chancellor for Human Resources, or designee, will meet bi-annually for a comprehensive review and update of the Crafts Policy Manual. In the interest of all concerned, either party reserves the right to meet on a needs basis prior to the bi-annual meeting.

Crafts representatives may meet during hours of accountability to participate in general discussions pertinent to the Crafts Employee Group. These meetings will be called at the discretion of the Crafts President.

3.2. Distribution of Material

3.2.1. The elected representatives of the Collaborative Policy Development team will have the right to place appropriately identified notices, circulars, and materials related to the Collaborative Policy Development process on designated District bulletin boards. All material(s) will be signed by the individual and will have a removal date not to exceed three (3) weeks from the date of posting. The representative posting the material assumes full responsibility for its accuracy. Elected representatives may also utilize intercampus mail and the phone system for the purpose of maintaining communications regarding the Collaborative Policy Development process. All written materials will be signed by the individual initiating transfer of those materials.

3.2.2. Materials endorsing or opposing any candidate for public office may not be distributed or posted.

4. Salary Administration

4.1. Placement

Initial appointments will normally be at step one (1) of the schedule which applies to the position as classified by the district. However, if an employee at the time of hire has completed sixty (60) semester hours an additional step may be granted. Education credit is subject to verification of official transcripts/proof of employment by the Employee Services Department.

4.2. Current Listing of All Position Titles by Grade

<table>
<thead>
<tr>
<th>Group</th>
<th>Titles</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Carpenter</td>
</tr>
<tr>
<td></td>
<td>Electrician</td>
</tr>
<tr>
<td></td>
<td>HVAC Maintenance Technician</td>
</tr>
<tr>
<td></td>
<td>Plumber</td>
</tr>
<tr>
<td></td>
<td>Equipment Mechanic</td>
</tr>
<tr>
<td></td>
<td>Painter</td>
</tr>
</tbody>
</table>
4.3. See http://www.maricopa.edu/employees/divisions/hr/salary/schedules/ for the 12-month salary schedules or call District Employee Relations for a hard copy.

5. **CATEGORIES OF EMPLOYEES**

5.1. **Regular Full-Time Employees**

Regular full-time employees are employees working thirty (30) hours or more per week and who occupy budgeted positions. This category of employee is eligible for benefits as defined in this policy manual.

5.2. **Temporary Employees/Substitute Employees**

5.2.1. Temporary/substitute employees may be employed for a limited period of time based on the need for additional short-term help. Employees in this group may also fill budgeted positions when the regular employee is temporarily unable to work or when there is a vacancy that has not yet been filled. Such employees are generally not hired for a period of time which exceeds thirty (30) days.

5.2.2. Temporary/substitute employees do not accumulate employee benefits. However, employment beyond ninety (90) days will require approval of the District Director for Employment and Recruitment; and such employees will, at that point, be covered under the State Retirement Program.

5.2.3. Refer to the Request for Personnel Services (RPS) Policy for appropriate entry-level rates.

5.2.4. A temporary or substitute employee must show proof of competency within the Crafts position for which he/she is employed. Proof shall consist of one of the following.

5.2.4.1. A current journeyman’s card.

5.2.4.2. Proof of four (4) years of full-time work experience in the field or proof of completion of a nationally recognized apprenticeship program.

5.2.5. After three One Year Only consecutive or six One Semester Only consecutive assignments for the same position, if the position is to be continued, the College/District will recognize a need for a regular Board approved position, and will fill this position utilizing the current competitive hiring process.

6. **Probationary Period**

6.1. An employee will serve a six (6) month probationary period and may be subject to release or discharge by the District at its sole discretion. These employees serve at the discretion of the hiring authority.

6.2. There shall be a written evaluation prior to the completion of the sixth (6) month period of employment.

6.3. Employees will receive one (1) step on the salary schedule after successful completion of the six (6) month probationary period.

6.4. An employee, who is reassigned as a result of an administrative reassignment or reorganization, does not need to serve an additional probationary period.

6.5. A new probationary period of six (6) months is required any time an employee changes policy groups.

7. **Employment Mobility**

7.1. **Administrative Reassignment**
The District reserves the right to reassign employees. Should the employee disagree with the reassignment, he/she may appeal to the Vice Chancellor for Human Resources or designee for a final determination.

7.2. TEMPORARY ADMINISTRATIVE REASSIGNMENT

Philosophy of Temporary Administrative Assignments: To promote internal Craft employees’ upward movement within all policy groups in the district, and to provide an opportunity to evaluate an employee in a different position/location.

7.2.1. A qualified employee may be assigned to a position of the same grade or a higher grade.

7.2.2. If the assignment is to an equal grade, the employee’s salary will remain the same.

7.2.3. If the assignment is to a higher grade, salary adjustment will be made at the first step in the new grade which is at least ten percent (10%) higher than his/her current salary. Any change to salary will be effective the first day of the assignment. Accumulated sick leave, vacation credits, and all benefits, to which the employee is entitled, including any changes in same, will take effect as of the date of the assignment.

7.2.4. A temporary administrative assignment will generally be for a maximum of one (1) year.

7.2.5. If the temporary administrative assignment is for a special pilot project, the assignment may continue for as long as the special pilot project exists. If the special pilot project ends, the college/unit will decide if a regular budgeted position shall be created.

7.2.6. At the end of the temporary assignment, if the position is to be made permanent, it shall be by transfer, reassignment, or posting. The temporarily assigned employee shall apply for the position through the internal and/or external posting and competitive selection procedures. If the temporarily assigned employee is not hired for this position, he/she will return to this/her previous position at the original college in the appropriate grade and step. The employee will receive all salary (grade and step) adjustments that would have occurred in the prior position while temporarily assigned.

7.3 CRAFTS APPRENTICESHIP TRAINING PROGRAM

7.3.1. Crafts Apprenticeship Training Program


7.3.2. Crafts Apprenticeship Training Committee

The parties agree to continue for 1998-2014 the Crafts Apprenticeship Training Committee, which will be advisory to the Vice Chancellor for Human Resources or designee.

The Committee will be composed of the Committee Chair, the Director of Employee and Organizational Learning or designee; a District HR representative; Director of Facilities Planning or designee; one (1) Facilities Manager/ Director of Buildings and Grounds/Manager Security and Building Services; two (2) M&O employees; four (4) Crafts employees, consisting of one (1) Carpenter, one (1) Electrician, one (1) HVAC Technician, and one (1) Plumber and; two (2) Professional Staff Association employees; one (1) Residential Faculty employee and one (1) Safety employee. The committee shall be comprised of new members every four (4) years. (A representative
of the apprentices in the program will be asked to attend meetings of this committee on an as-needed basis.)

The Committee reports will be filed with the Vice Chancellor for Human Resources or designee.

7.4. **SENIORITY**

7.4.1. For the purpose of layoff and reassignment, seniority will be defined in the following order:

7.4.2. Paid time in service within the District.

7.4.3. Paid time in service within the classification.

7.4.4. Seniority is not recognized for employees in a probationary status. When an employee completes his/her probationary status, he/she will be credited total seniority time.

7.5. **PROMOTION**

7.5.1. When promotions are made to higher classifications of work, such promotions shall be made on the basis of seniority and satisfactory annual appraisals, in that order, if the employee is otherwise as well as qualified as any other applicant.

7.5.2. If an employee is promoted, he/she will serve a forty-five (45) working day probationary period at the higher classification. Should the employee not successfully complete the probationary period, he/she will be allowed to return to his/her former classification without loss of seniority.

7.5.3. Funding is continued for the Crafts Apprenticeship Training Program for the fiscal years 1998-2015.

7.6. **ACTING ASSIGNMENT**

7.6.1. To promote the Maricopa Community College District’s commitment to the growth and development of its employees, opportunities to participate in acting assignments detailed in section 8.2. shall be available to all interested Crafts personnel.

7.6.2. Any employee required to fill and assume responsibility of Facilities Manager/Director of Buildings and Grounds/Manager Security and Building Services shall be paid a premium of twenty percent (20%) above his/her appropriate hourly rate beginning the first (1st) working day or receive two (2) hours per day compensatory time, as agreed to by the employee and Facilities Manager/Director of Buildings and Grounds/Manager Security and Building Services. Any employee assigned to work other than his/her regular classification shall not be reduced in pay, if such assigned classification carries a lower hourly rate.

8. **STANDARD WORKDAY AND WORKWEEK**

8.1. The standard workweek shall be a total of not more than forty (40) hours in any one (1) week, and not more than five (5) days, Monday through Friday or Tuesday through Saturday. The standard workweek will also include the four (4) day, ten (10) hour, workweek. An employee may be assigned to an alternative work schedule Tuesday through Saturday if requested by the College President.

8.2. **FOUR (4) DAY WORKWEEK**

8.2.1. The College President, with the approval of District Human Resources, may assign Crafts personnel to a consecutive four (4) day, ten (10) hour, workweek, commencing on Monday or Tuesday.
8.2.2. Those employees on a four (4) day workweek will be charged one and one quarter (1.25) days for sickness and vacation.

8.3. The starting time for the first shift shall be any time between 4:00 a.m. and 9:00 a.m. Starting time for Crafts personnel who work the second shift shall be between the hours of 9:01 a.m. and 3:59 a.m. A five percent (5%) differential will be paid to all Crafts persons assigned to the second shift.

8.4. An employee will be paid a second shift differential for all hours worked if they begin work between the second shift hours stated in 9.3.

8.5 SHIFT ALTERATIONS

8.5.1. The parties recognize that it is advisable from time to time that shifts and/or workdays be altered (on a temporary basis) and that such alterations to scheduling can be accomplished with the mutual consent of the employee and his/her supervisor.

8.5.2. The employees in the classification will determine who will assume the duties. If agreement cannot be reached by the parties involved, the Facilities Manager/Director of Buildings and Grounds/Manager Security and Building Services will work with the employees to resolve the shift assignment.

8.6. MEAL PERIOD

In the event an employee is not relieved of all duties during his/her meal period, he/she shall be paid overtime or compensated through relief time for such meal period at the applicable overtime rate. An employee is entitled to a meal period which must be between three and one-half (3 1/2) and five (5) hours after the starting time of the shift.

8.7. REST PERIOD

Each employee shall be allowed a fifteen (15) minute rest period during the first half of his/her normal work shift and a fifteen (15) minute rest period during the second half of his/her normal work shift.

9. OVERTIME

9.1. Overtime earned shall be at the rate of one and one-half (1 1/2) times the employee's hourly rate or the employee shall be granted one and one-half (1 1/2) times the number of hours worked as compensatory time. Overtime payment shall be at the rate of one and one-half times (1 1/2) times the employee's hourly rate unless the employee requests compensatory time in lieu of pay.

If an employee is asked to work during a holiday, it shall be considered overtime and the employee shall be compensated at time and one half (1½) in addition to the regular pay.

9.2. In the event of an emergency situation necessitating overtime, it shall be District policy to distribute the overtime as equally as possible among the various classifications involved.

9.3. An employee called to work between closing time of his/her regular shift and the starting time of his/her next regular work shift shall be provided with a minimum of three (3) hours pay at the applicable overtime rate. This overtime rate shall be applied to the travel time required to reach the employee's work site and any subsequent time actually worked. It shall not apply once the employee leaves work. Subsequent call back during the same three (3) hour period will not result in additional overtime pay.

9.4. If an employee has agreed with their supervisor to wear a pager and/or carry a cellular phone at times other than his/her normal work hours, which includes District Holidays, he/she shall be paid 10% of his/her hourly pay for each hour he/she is required to be available for immediate response.
9.5 If an employee is required to respond to a call-out through a laptop or home computer, he/she shall be paid at one and one-half times (1 1/2) the applicable rate or receive compensatory time at one and one-half times (1 1/2) hours for each hour spent responding to the call-out. Overtime begins when the employee logs on to the District or campus system. The employee shall determine if the overtime shall be monetary or compensatory time.

9.6 The cost of pager, computers, or other needed equipment shall be borne by the District or the campus unit.

9.7 The District will comply with appropriate sections of the Fair Labor Standards Act and the statutes of the state of Arizona in reference to hours of work and payment for such hours.

10. PAY DIFFERENTIALS

10.1  TEN (10) YEAR ANNIVERSARY / TWENTY (20) YEAR ANNIVERSARY

10.1.1 A one (1) step increase will be granted on the employee's anniversary date when ten (10) years of service and in paid status are completed with the District, provided the employee is not already at maximum on his/her grade on the salary schedule.

10.1.2 An employee, who is at the top of his/her grade or is redlined, will receive a five hundred dollar ($500) payment on the payroll immediately following his/her ten (10) year anniversary month. No payment will be made to an employee who has previously received credit for a ten (10) year anniversary increment.

10.1.3 A one (1) step increase will be granted on the employee's anniversary date when twenty (20) years of service in paid status are completed with the District provided the employee is not already at maximum on his/her grade on the salary schedule.

10.1.4 A one (1) time stipend equivalent to a step will be granted to all employees who are at the top of his/her grade or redlined. This action will take place on the payroll immediately following his/her twenty (20) year anniversary month. No payment will be made to an employee who has previously received credit for a twenty (20) year anniversary increment.

10.2  EDUCATIONAL COMPENSATION

10.2.1 An employee completing formal education (sixty [60] semester hours or more) will be granted a one (1) step increase in his/her salary range upon receipt of satisfactory evidence by Employee Services, provided the employee is not at the top of his/her grade on the salary schedule. Such step increase will be effective in the pay period following submission to, and verification of evidence by, the Employee Services Department.

10.2.2 An employee who is at the top of his/her grade or is redlined, will receive a five hundred dollar ($500) payment upon completing formal education (sixty [60] semester hours or more). No payment will be made to an employee who has previously received credit for completion of formal education.

10.2.3 An employee who completes either of the following requirements:

- 1.4 cumulative Education Units (CEUs) and three (3) college credits
- 2.8 Cumulative Education Units (CEUs)
- Six (6) college credits

will receive an additional two and one-half percent (2½%) of his/her salary for that current year. Employees who have sixty (60) credit hours, and have applied them under different sections of this policy manual, may not apply the same credit hours to this section (10.2.1.)
11. **UNIFORMS**

11.1. The uniform for plumbers, equipment mechanics, carpenters, electricians, and HVAC maintenance technicians will be solid dark colored pants and the color option for button-down shirts with collars will be left to the discretion of the president of the college, Crafts employees of that college and the Facilities Manager. Painter uniforms will remain white.

During the official District summer schedule, and other times as approved by the College President, employees may wear solid dark shorts with a button down shirt (polo type may be worn). See above for color of shirts to be worn. The shorts are to be out of denim or cotton blend material - no swimming trunks, PE shorts, or long pants cutoffs (unless tailored with a hem 2 inches above the knee).

11.1.1. The uniform for painters may be as indicated in paragraph 11.1., or a painter may wear white trousers with a white shirt or white coveralls.

11.1.2. Designated uniforms will be worn during regular hours of accountability, and will be clean and kept in a neat condition.

11.1.3. Crafts employees will wear appropriate identification as provided by the college or unit.

11.1.4. All Board-approved Crafts employees who are required to wear a uniform will receive an allowance of six hundred dollars ($600) per fiscal year.

11.1.5. Eligible employees will receive three hundred dollars ($300.00) twice annually, on the second payroll check in the months of December and June.

11.1.6. Employees not working a full six (6) month period will receive a pro rata amount.

11.1.7. If an employee fails to abide by the uniform provisions of this agreement, Facilities Manager/Director of Buildings and Grounds/Manager Security and Building Services will give the employee a written warning, with a copy to the personnel file. On the second incident, the employee will be sent home without pay until a compliance of uniform standard is met. The Facilities Manager, Director of Buildings and Grounds/Manager Security and Building Services, along with the Crafts representative, will meet with the employee regarding the second warning. On the third warning the uniform allowance will be prorated beginning from the first warning to compliance.

12. **TRANSPORTATION**

12.1. An employee who has been instructed by his/her immediate supervisor to travel from one location to another during a work period will be paid at his/her regular rate of pay for time spent in such travel. Where the distance of travel requires transportation, the District will attempt to furnish transportation. In a situation where it is not possible, section 12.2. will apply.

12.2. An employee may be required to furnish transportation. Mileage in such cases will be paid at the District-approved rate.

12.3. Under no circumstances will an employee travel in any private vehicle unless said vehicle has the required liability insurance as required by the District ($15,000-$30,000).

13. **EMPLOYEE DEVELOPMENT EVALUATION**

13.1. **Purpose**

13.1.1. To provide objective counseling in the development of employees in general.

13.1.2. To assist in the development of those demonstrating potential for supervisory-level assignments.
13.2. The immediate supervisor shall review the appraisal form with (and obtain the endorsement signature of) the next higher level of supervision prior to the discussion with the employee being appraised.

13.3. An employee development evaluation will be given each year during the months of March through May. If necessary, performance appraisals outside the established schedule may be requested by the employee or his/her supervisor. Appraisals required during the probationary period are in addition to the above.

13.4. Employee’s and supervisor’s signatures are required on appraisal forms to acknowledge that discussions were held. Such signatures by employees are not to be construed as agreement with the appraisal. Employees are entitled to attach rebuttal and/or explanatory or agreement statements to appraisal documents. No alterations or additions will be made to appraisal documents once they have been signed by employees and supervisors. The employee will receive a copy of the appraisal for his/her personal file.

13.5. The employee may, during normal working hours, review his/her appraisal documents in Employee Services.

14. OBSERVANCE OF SAFETY

Every employee is expected to accept safety and accident prevention as an active part of his/her job assignment. He/she should observe, correct, and report safety hazards as a basic job requirement. Observed safety hazards should be reported the Facilities Manager/Director of Buildings and Grounds/Manager Security and Building Services and the College/District Safety Committee. The District will furnish equipment required for safety.

15. DISABILITY BENEFITS PROGRAM

15.1. The plan is to provide monthly disability benefits not to exceed two-thirds (2/3) of a participant's monthly compensation at the time disability commences, but reduced by Social Security retirement or disability benefits, workers’ compensation benefits, and any other benefits by reason of employment which are financed wholly or partly by employer members of the retirement plan.

15.2. Prior to the end of the employee's unpaid leave of absence for health, an employee may apply for long-term disability benefits.

15.3. Monthly benefits are not payable until a participant has been totally disabled for a period of six (6) months.

15.4. The District will provide the above benefits in accordance with state statute (HB 2181).

16. RESIGNATION/TERMINATION

16.1. Upon the effective resignation/termination date, an employee waives all rights that he/she has held as an employee and shall be treated as a new employee should he/she return to the District.

16.2. If an employee fails to appear for work on five (5) consecutive, scheduled work days and fails to communicate with his/her supervisor of his/her absence, the administration may deem the position abandoned and seek termination of the employee's employment. A supervisor should make a reasonable attempt to contact the employee during this time.

17. DURATION

17.1. This policy will become effective on August 1, 2014, and will continue in effect until June 30, 2015. It will not be extended orally; and it is expressly understood that it will expire on the date indicated unless the parties, through mutual consent, agree to extend the termination date, and that it represents the full and complete understandings of the parties and excludes past practices or understandings.
17.2. Changes may be instituted to this policy through the Collaborative Policy Development process, as detailed in Section 3.1.2.

18. GLOSSARY

For purposes of clarification and definition, the following terms and definitions will be applicable throughout the contents of this working agreement.

18.1. **Designee** - An individual who has the authority to act on behalf of the position referenced in the policy manual.

18.2. **Delegate** - One who stands for another.

18.3. **Regular employee** - As provided for by contract, means only that employment is to continue indefinitely and until either party wishes to sever relations for some good reason.

18.4. **Representative** - One that is representative of a group or class.

18.5. **Working Day** - Any day the College/District Office is open for regular business.
APPENDIX A - Crafts Policy Manual

STAFF DEVELOPMENT POLICY FOR CRAFTS EMPLOYEES
(Also known as Professional Growth Committee)

A.1. PHILOSOPHY

A.1.1. The purpose of the Staff Development Policy is to help the employee in staff development. It is important that present skills be consistently refined in order to analyze, evaluate, reason, and make sound decisions. The refinement and improvement of these skills can also prepare the employee for positions of greater responsibility. Job performance, potential, competition for recognition and education are all important factors in equipping the employee to assume greater responsibilities.

A.1.2. The goal of the Staff Development Committee is to encourage the employee to increase his/her scope of knowledge, to update previous academic learning, or to sharpen the employee's thinking as required by the job. Individual financial assistance may be given to eligible employees taking upper-division courses at accredited colleges or universities, or attending job-related seminars, workshops, or other activities.

A.2. FUNDING

Eighty-eight thousand, one hundred and twenty-five dollars ($88,125) shall be allocated for 2014-2015.

A.3. ELIGIBILITY

Employees are eligible to participate in staff development activities provided:

A.3.1. The employee must be Board approved prior to the start date of the semester or activity.

A.3.2. To receive reimbursement for an upper division class, the employee must have an Associate of Arts Degree or equivalent hours. (Not required for job-related seminars, workshops, or other activities.)

A.3.3. The activity must be craft related, required as part of a degree program, or preparation for positions of greater responsibility; provided that the individual career development program has been filed with the Manager, Employee and Organizational Learning. The Professional Growth Committee has the final approval on all activities/seminars.

A.3.4. A final grade of "C" or better must be received for all college/university courses.

A.3.5. Because of limited resources, the employee cannot receive tuition benefits, scholarship aid, V.A. benefits, or other financial aid for the courses, job-related seminars, workshops, or other activities, as designated on the staff development applications during the term of the enrollment/attendance.

A.3.6. An employee may apply for more than one work related seminar, workshop or other activity. Such seminar or workshop shall be granted on a first come basis.

A.4. APPLICATIONS

A.4.1. Application forms are available in the College President's Office or in the Employee and Organizational Learning Department. Applications must be submitted to the Manager, Employee and Organizational Learning, or designee and will be reviewed for minimal qualifications. The Staff Development Committee meetings will be scheduled monthly, or at the discretion of the chairperson. All applications must be reviewed by the committee to determine qualifications of the applicant. All applications must include a copy of the activity date(s), description, agenda, cost, location, transportation and lodging fees, etc. and any additional information requested by the committee.
A.5. APPLICATION PROCEDURE

A.5.1. The application must be submitted through the Manager, Employee and Organizational Learning, or designee.

A.5.2. Upon receipt of the application, the date and time will be recorded by the Manager, Employee and Organizational Learning or designee.

A.5.3. The Manager, Employee and Organizational Learning, or designee will validate transcripts and degrees or equivalent, if applicable.

A.5.4. The committee will meet to consider applications.

A.5.5. To receive committee consideration for reimbursement of seminars, workshops, and conferences, the deadline for applications is three (3) weeks prior to the activity start date. Exceptions to this timeframe are implied by the signatures of the Director/Manager of Maintenance & Operations and the College President. However, the applicant needs to comply with all requirements of this policy.

A.5.6. A prepayment option for seminars, workshops, or conferences is available. Applications are to be submitted to the Manager, Employee and Organizational Learning, or designee no later than six (6) weeks prior to the activity start date. (If prepayment deadline is not met, the applications will then be considered for reimbursement.)

A.5.7. To receive committee consideration for reimbursement of college/university tuition and lab fees, the deadline for applications is:

Fall semester—First Monday in October.
Spring semester—First Monday in March.
Summer Semester—Will be approved on an individual basis due to a potential crossover of fiscal year funding.

A.5.8. The committee chairperson or designee will notify the applicant as to approval or disapproval within five (5) working days of committee action.

A.5.9. The applicants may appeal directly to the Staff Development Committee by sending a written notice to all committee members, outlining the reasons for reconsideration.

A.5.10. The decision of the Staff Development Committee will be final.

A.6. REIMBURSEMENT

A.6.1. Reimbursement Amounts

A.6.1.1. College/University Activities:

The Crafts Staff Development Committee will reimburse one hundred percent (100%) of the semester tuition for approved upper division courses(s), and lab fees up to, but not to exceed, tuition costs at major in-state public universities. No reimbursement will be made for school supplies. Transcripts must be submitted to the Manager, Employee and Organizational Learning, or designee for presentation to the committee for reimbursement.

Reimbursement for books pertaining to both lower and upper division courses will be paid at eighty percent (80%).

A.6.1.2. Seminars/Workshops/Conference Activities:

The Crafts Staff Development Committee will reimburse the registration/travel costs for approved applications to job-related seminars, workshops, or other activities up to the total amount of budget approved for these purposes. (Travel
costs include actual transportation plus per diem and lodging at District approved rates.)

Reimbursement for training materials related to seminars and workshops will be paid if not included in the workshop/seminar registration fee.

A.6.2. Applications may be considered after the above noted timelines, but will only be considered for the reimbursement option versus the prepayment option. Applications submitted by the deadline will receive first consideration.

A.7. STAFF DEVELOPMENT COMMITTEE

A.7.1. The Staff Development Committee will be composed of three (3) Crafts employees, the Senior Manage HR Solutions Center-Compliance Unit, or designee, and the Manager, Employee and Organizational Learning, or designee.

A.7.2. All members appointed to the Staff Development Committee will be voting members of the Committee.

A.7.3. The Staff Development Committee will meet one (1) day a month to review and approve applications for reimbursement.

A.7.4. The Staff Development Committee will approve all activity related costs.

A.7.5. The Staff Development Committee, via the Employee and Organizational Learning Department, will maintain accurate records of funds and activities attended.
Appendix B - Staff Policy Manual

Maintenance and Operations Policies

(Effective August 1, 2014)

Published by
Maricopa County Community College District
HR Solutions Center

The Maricopa County Community College District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, citizenship status (including document abuse), age, disability, veteran status, or genetic information in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.
# TABLE OF CONTENTS

1. **Employee/Employer Rights and Responsibilities** ................................................................. 1
2. **Policy Interpretation** ............................................................................................................... 1
3. **Collaborative Policy Development Process** .......................................................................... 2
4. **Employment** .......................................................................................................................... 3
   - Selection ................................................................................................................................. 3
   - Salary Administration ............................................................................................................ 3
   - Anniversary/Educational Compensation ............................................................................... 4
5. **Categories of Employees** .................................................................................................... 5
6. **Probation Period** .................................................................................................................. 6
7. **Employment Mobility** .......................................................................................................... 6
   - Administrative Reassignment .............................................................................................. 6
   - Temporary Administrative Assignment ............................................................................... 7
   - Crafts Apprenticeship Training Program ............................................................................ 7
   - Seniority ............................................................................................................................... 8
   - Promotion ............................................................................................................................. 8
8. **Standard Workday and Workweek/Pay Differential** ............................................................. 8
9. **Overtime/Compensatory Time** ............................................................................................ 9
10. **Custodian II and Groundskeeper II** .................................................................................. 10
11. **Uniforms** ........................................................................................................................... 11
12. **Transportation** .................................................................................................................. 11
13. **Employee’s Performance Appraisals** ................................................................................ 12
14. **Disciplinary Action, Probation and Dismissal** .................................................................... 13
15. **Observance of Safety** ......................................................................................................... 14
16. **Disability Benefits Program** ............................................................................................. 14
17. **Resignation** ....................................................................................................................... 14
18. **Duration** ........................................................................................................................... 14
19. **Glossary** .......................................................................................................................... 15
20. **Acronyms** ......................................................................................................................... 15
APPENDIX A
STAFF DEVELOPMENT POLICY FOR MAINTENANCE AND OPERATIONS EMPLOYEES

A.1. Philosophy ......................................................................................................................... 17
A.2. Funding ............................................................................................................................... 17
A.3. Eligibility ............................................................................................................................ 17
A.4. Applications ......................................................................................................................... 17
A.5. Application Procedure ........................................................................................................ 18
A.6. Reimbursement .................................................................................................................. 18
A.7. Staff Development Committee ........................................................................................... 19

APPENDIX B
PAID EDUCATIONAL LEAVE

B.1. Philosophy ......................................................................................................................... 19
B.2. Committee .......................................................................................................................... 19
B.3. Eligibility ............................................................................................................................ 19
B.4. Application Requirements .................................................................................................. 20
B.5. Compensation, Restrictions, and Return to Work .............................................................. 21
B.6. Funding ............................................................................................................................... 21
1. **EMPLEE/EMPLOYER RIGHTS AND RESPONSIBILITIES**

1.1. It is the intent of the Maricopa Community Colleges to maintain staffing at the optimum level consistent with sound, economical operation of the District. This will be accomplished through selective recruitment, developmental programs, and proper placement according to abilities, transfer, and promotion.

1.2. Employee representatives will be allowed reasonable release time to sufficiently assist employees in meetings with management, e.g., Level I pre-grievances. These recognized representatives will be allowed, with notification to the appropriate supervisor, to visit with other Maintenance and Operations staff.

1.3. Maintenance and Operations groups may use College and District building facilities for meetings provided that such use does not interfere with or interrupt normal operations and subject to agreement by the appropriate College or District official as to the reasonableness of time and location selected.

1.4. M&O representatives may use College/District equipment for Collaborative Policy Development meetings/College/District meetings at reasonable times provided such equipment is not otherwise in use. The types of equipment covered by this section include typewriters, word processors, computers, copy machines, and other duplicating equipment, etc. The College/District will provide supplies for same at its expense.

1.5. Elected campus and District Collaborative Policy Development representatives may, from time to time, request meetings with the Senior Manager for Employee Relations or the Vice Chancellor for Human Resources or designee to discuss contract interpretation and related matters. These meetings will take place during normal business hours and shall be approved by the Employee Services Department representative or the Vice Chancellor for Human Resources or designee.

1.6. At the request of the President of the college, up to Ten Thousand Dollars ($10,000) will be made available to backfill for the chair of M&O for their time away from his/her position at said campus.

1.7. If an employee feels uncomfortable going into any meeting with management (in addition to meetings related to corrective action and grievance and not related to regular department operations), a rep can be present under the following conditions:

   1.7.1. If management requests the meeting, the employee must notify management that the employee is bringing a rep.

   1.7.2. If the employee requests the meeting, the employee will advise all involved that a rep will be present.

2. **POLICY INTERPRETATION**

2.1. Request for review and/or revision of any portion of this policy shall be made in writing to the Vice Chancellor for Human Resources or designee by the elected employee representatives. The Vice Chancellor for Human Resources or designee will arrange for necessary meetings. If this review and/or revision requires a change in existing policy or establishes new policy, the Vice Chancellor for Human Resources or designee will submit the item to the Governing Board for action.

2.2. Contested interpretation of existing policy (excluding individual grievances against violations of this policy manual) or situations which develop requiring new policy may be brought to the Vice Chancellor for Human Resources or designee by the Executive Board of the employee group.
The parties shall attempt to resolve the issue through Collaborative Policy Development. If unable to reach agreement, the parties will submit recommendations first to the Vice Chancellor for Human Resources or designee. If no agreement is reached at this level, the matter shall be forwarded to the Chancellor for consideration. The Chancellor shall review and submit recommendations to the Governing Board for action within thirty (30) workdays of receipt, unless an extension is mutually agreed to by the M & O President.

3. COLLABORATIVE POLICY DEVELOPMENT PROCESS

3.1. SELECTION OF REPRESENTATIVES

3.1.1. The President of the Maintenance and Operations Employee Group shall direct an election during the month of September. The purpose of this election shall be to guarantee College and District Maintenance and Operations employees the opportunity to elect representatives. Those delegates shall consist of one (1) representative and one (1) alternate from custodians, and one (1) representative and one (1) alternate from grounds at each college. (Utility Workers, Maintenance Assistants, and Building Maintenance Technicians are eligible to serve as representatives.)

3.1.2. These representatives will be elected to meet with District officials in the Collaborative Policy Development process regarding matters related to employment.

Representatives shall serve for three (3) years, and this term shall start from dates of election certification as determined by the President of the college, the Director of Buildings/Grounds or Facilities Manager, and the Maintenance and Operations representative. (The last election was held during September 2001.) A new election will be held after each representative’s vacancy or time of service has expired.

3.1.3. From these representatives, a District wide President shall be elected by a majority vote of the representatives attending the first meeting after elections.

3.2. MEETING DATES

3.2.1. The Vice Chancellor for Human Resources or designee shall meet with the Maintenance and Operations representatives to arrange a series of Collaborative Policy Development meeting dates to exchange and discuss proposals. Representatives from M&O and the Vice Chancellor for Human Resources, or designee, will meet every 3 yrs. (yearly if needed - Unless due to mandatory changes determined by the Vice Chancellor for Human Resources or designee) for a comprehensive review and update of the M&O Policy Manual. In the interest of all concerned, either party reserves the right to meet on a needs basis prior to the bi-annual meeting.

3.2.2. M & O representatives may meet during hours of accountability to participate in general discussions pertinent to the M & O Employee Group. These meetings will be called at the discretion of the M & O President, but will generally be held on the third Monday of each month.

3.3. DISTRIBUTION OF MATERIAL

3.3.1. The elected representatives of the Collaborative Policy Development team will have the right to place appropriately identified notices, circulars, and materials related to the collaborative policy development process on designated district bulletin boards. All material(s) will be signed by the individual and will have a removal date not to
exceed three (3) weeks from the date of posting. The representative posting the material assumes full responsibility for its accuracy.

3.3.2. Materials endorsing or opposing any candidate for public office may not be distributed or posted.

3.4. Employees covered under this policy shall not cause, honor, engage in, or sanction any strike, slow-down, or other concerted action aimed at disrupting normal business operations during the life of the agreement. All other employee group activities acceptable in the public sector shall be protected, and nothing shall abridge the rights of any employee(s) to exercise the right of freedom of speech and the right to express his/her views on issues which affect the welfare of the employee(s).

4. EMPLOYMENT

4.1. SELECTION

All Maintenance and Operations employees shall be employed or terminated by the Governing Board as administered within the following operational rules.

4.1.1 Final selection of the applicants shall be accomplished jointly by the Facilities Manager/Director Buildings and Grounds and the concerned College President or designee, if the position(s) is assigned to a college. The Facilities Manager/Director Buildings and Grounds may involve his/her Lead in the selection process. Otherwise, selection shall be the responsibility of the appropriate District manager.

4.1.2 Recommendation(s) for employment shall be made by the College President or District Human Resources. District Human Resources, through the Vice Chancellor for Human Resources or designee, shall recommend approval by the Governing Board. District benefits for employees shall begin on the effective date of hire (Governing Board action).

4.1.3 A regular employee who applies for and accepts a position at a lower grade shall have his/her salary adjusted to the appropriate grade and step of the new position upon the effective date of the new assignment.

4.2. SALARY ADMINISTRATION

4.2.1. PLACEMENT

4.2.1.1. Initial appointments will normally be at step one (1) of the schedule, which applies to the position as classified by the District.

4.2.1.2. Credit for formal education will be allowed at the rate of one (1) step for the completion of sixty (60) semester hours or more from a regionally accredited institution of higher education.

4.2.2. Current Listing of All Position Titles by Grade

<table>
<thead>
<tr>
<th>Group</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Coordinator Grounds Maintenance</td>
</tr>
<tr>
<td>9</td>
<td>Building Maintenance Technician</td>
</tr>
<tr>
<td>8</td>
<td>Lead Custodian II</td>
</tr>
<tr>
<td></td>
<td>Lead Groundskeeper</td>
</tr>
<tr>
<td></td>
<td>Lead Utility Worker</td>
</tr>
<tr>
<td></td>
<td>Master Gardner</td>
</tr>
<tr>
<td>7</td>
<td>Groundskeeper II</td>
</tr>
<tr>
<td></td>
<td>Lead Custodian I</td>
</tr>
</tbody>
</table>
4.2.3. See [http://www.maricopa.edu/employees/divisions/hr/salary/schedules](http://www.maricopa.edu/employees/divisions/hr/salary/schedules) for the 12-month and hourly salary schedules for 2014-2015 or call District Human Resources for a hard copy.

4.3 TEN (10) YEAR ANNIVERSARY / TWENTY (20) YEAR ANNIVERSARY

4.3.1. A one (1) step increase will be granted on the employee’s anniversary date when ten (10) years of service in paid status are completed with the District provided the employee is not already at maximum on his/her grade on the salary schedule.

4.3.2. An employee who is at the top of his/her grade or is redlined, will receive a five hundred dollar ($500) payment on the payroll immediately following his/her ten (10) year anniversary month. No payment will be made to an employee who has previously received credit for a ten (10) year anniversary increment.

4.3.3. A one (1) step increase will be granted on the employee’s anniversary date when twenty (20) years of service in a paid status are completed with the District provided the employee is not already at maximum on his/her grade on the salary schedule.

4.3.4. A one (1) time stipend equivalent to a step will be granted to all employees who are at the top of his/her grade or redlined. This action will take place on the payroll immediately following his/her twenty (20) year anniversary month. No payment will be made to an employee who has previously received credit for a twenty (20) year anniversary increment.

4.4. EDUCATIONAL COMPENSATION

4.4.1. An employee completing formal education (sixty [60] semester hours or more or a bachelor’s degree) will be granted a one (1) step increase in his/her salary range upon receipt of satisfactory evidence by the Employee Organization Learning Team (EOLT), providing that employee is not at the top of his/her grade on the salary schedule. Such step increase will be effective in the pay period following submission to, and verification of evidence by, the Employee Relations Department.

4.4.2. An employee who is at the top of his/her grade or is redlined, will receive a five hundred dollar ($500) payment upon completing formal education (sixty [60] semester hours or more or a bachelor’s degree). No payment will be made to an employee who has previously received credit for completion of formal education.

4.4.3. An employee who completes any of the following requirements will receive an additional two and one-half percent (2 1/2%) of his/her salary for that current year:

- 1.4 cumulative Education Units (CEUs) and three (3) college credits
- 2.8 Cumulative Education Units (CEUs)
- Six (6) college credits
Employees who have sixty (60) credit hours, and have applied them under different sections of this policy manual, may not apply the same credit hours to this section (12.6).

4.4.4. To qualify for educational compensation under 4.4.3., all seminars and/or college coursework must be related to the employee’s current job or be part of an approved career or professional education development plan currently on file with the professional growth committee. The M&O professional growth committee will determine job-relatedness.

5. CATEGORIES OF EMPLOYEES

5.1. REGULAR FULL-TIME EMPLOYEES

Regular full-time employees are employees working thirty (30) hours or more per week, occupying budgeted positions as specified by Governing Board action. These employees are eligible for all employee benefits as defined in the Benefits Manual.

5.2. TEMPORARY EMPLOYEES

Temporary employees are employees occupying positions not provided for as budgeted positions and, in general, are employed for a period of time not to exceed thirty (30) working days. However, in special cases having prior approval of the vice president/administrative supervisor, temporary employment may be for a stipulated period of time exceeding thirty (30) working days. These employees, like substitute employees, do not accumulate employee benefits. However, temporary employment beyond ninety (90) working days will require the approval of District Human Resources, and such employees will be covered under the State Retirement program. Temporary employees are paid at the temporary rate as prescribed by the Wage and Salary office. Temporary assignments generally will not be longer than one year.

5.3. SUBSTITUTE EMPLOYEES

5.3.1. Substitute employees are those employees occupying the positions of employees who, for various reasons, are not available for work. These employees are not eligible for employee benefits other than State Retirement if employed for a continuous period of time exceeding ninety (90) working days.

5.3.2. Substitute employees will be paid at the entry rate of pay.

6. PROBATION PERIOD

6.1. An employee will serve a six (6) month probation period and may be subject to release or discharge by the employer at its sole discretion.

6.2. There shall be a written evaluation at the end of the third (3rd) and prior to the end of the sixth (6th) month period of employment.

6.3. Upon the successful completion of a six (6) month probation period, as reflected on the sixth (6) month written evaluation, employees will receive one (1) step on the salary schedule.

6.4. An employee who is reassigned as a result of an administrative reassignment, reorganization, or lateral transfer, does not need to serve an additional probationary period.

7. EMPLOYMENT MOBILITY

7.1. Administrative Reassignment

An administrative reassignment shall be employed under circumstances which will be documented by the District, for the following reasons:
7.1.1. A change of enrollment or work load necessitating a reassignment.

7.1.2. To improve the efficiency of the District.

7.1.3. Significant personality conflicts.

7.1.4. Reassignment, by the District, between colleges and departments, must be approved in writing by the appropriate College President/Vice Chancellor.

7.1.5. Prior to the implementation of the reassignment, the president of the Maintenance and Operations Unit and the policy group will be notified District Human Resources.

7.1.6. Except in critical situations, the College President or Director Facilities, Planning and Development will notify an employee who is reassigned at least ten (10) working days prior to the beginning of the new assignment.

7.1.7. Should the employee disagree with the reassignment, he/she may appeal to the Vice Chancellor for Human Resources or designee for a final determination.

If a determination is made the reassignment is not in the best interest of the employee or the college/unit, the employee may be returned to his/her previous or equivalent position, if at all possible, within six (6) months.

7.1.8. An employee may be reassigned to a position at a lower grade, the same grade, or a higher grade.

7.1.8.1. Involuntary reassignment of an M&O employee to a position at a lower grade will cause the employee to retain his/her former salary grade placement for the remainder of the fiscal year in which the reassignment is effective. Should the reassignment be approved after February 15, the employee shall retain his/her former salary grade through the subsequent fiscal year. The employee’s pay will, at that time, be lowered to reflect the recommended grade.

7.1.9. If the reassignment is to a higher grade, the employee’s salary will be at the same step at the higher grade. Redlined employees, who are assigned from a lower grade to a higher grade, will be placed on the top published step of the higher grade. If the top step of the higher grade is less than the employee’s redlined dollar amount at the lower grade, the employee’s salary will be retained. Any change to salary will be effective the first day of the assignment. Accumulated sick leave, vacation credits, and all benefits, to which the employee is entitled, including any changes in same, will take effect as of the date of the reassignment.

7.1.10. An employee who requests and is granted reassignment to a position at a lower grade shall have his/her salary adjusted to the appropriate grade and step of the lower grade position upon the effective date of the reassignment.

7.1.11. If the reassignment is to a lower grade in lieu of layoff, the employee’s salary will remain in effect until the lower step reflects a higher grade value than the current salary in the new grade not withstanding across-the-board salary increases or step advances.

7.2. **Temporary Administrative Assignment**

7.2.1. Any employee who temporarily fills and assumes responsibility of a classification with a higher rate of pay than his/her normal classification shall be paid the higher rate. An employee temporarily assigned to work other than his/her regular classification shall not be reduced in pay if such temporary assigned classification carries a lower hourly rate. It is further understood that during summer months—
June, July, and August—the custodians will continue, as they have in the past, to work as a composite crew helping to do maintenance work at the regular custodian salary. Composite crews will be drawn first by soliciting volunteers and then by management assignment.

7.2.2. Any employee who temporarily fills and assumes the responsibility of the Facilities Manager/Director Buildings and Grounds shall be paid at the grade of the position he/she is assuming and at a step in the new grade which represents no less than a ten (10) percent increase, but at least at step 1, above his/her appropriate hourly rate beginning the first (1st) working day.

7.2.3. If the position of Lead Custodian or Lead Groundskeeper is vacant, the Custodian II or Groundskeeper II or Custodian I or Groundskeeper I who temporarily replaces the Lead shall be paid at the grade of the position he/she is assuming and at a step in the new grade which represents no less than a ten (10) percent increase, but at least at step 1, above his/her appropriate hourly rate beginning the first (1st) working day.

7.2.4. Those employees working as a composite paint crew will be provided paint coveralls at College expense.

7.3. Crafts Apprenticeship Training Program

7.3.1. The parties agree to continue for 2008-20145 the Crafts Apprenticeship Training Committee, which will be advisory to the Vice Chancellor for Human Resources or designee.

7.3.2. The Committee will be composed of the Director for Employee Organizational Development or designee; A District Human Resources representative; the Director for Facilities Planning; one (1) Facilities Manager/Director Buildings and Grounds; two (2) M&O employees; and two (2) Crafts employees. (A representative of the apprentices in the program will be asked to attend meetings of this committee on an as-needed basis.)

7.3.3. The Committee reports will be filed with the committee coordinator.

7.3.4. Commencing July 1995, the Crafts Apprenticeship Training Committee will prepare, for Governing Board presentation, a needs assessment identifying future staffing requirements associated with the program. The needs assessment will be presented to the Governing Board by September 1995. The Crafts Apprenticeship Training Committee will be notified by December 1995 regarding the funding level of the program. Funding is continued for the Crafts Apprenticeship Training Program for the fiscal years 1998-2014.

7.4. Seniority

The principle of seniority is recognized and is applicable to all employees who have completed the probationary period of employment. Seniority is a permissible consideration only after individual, documented performance and business needs have been considered.

7.4.1. For the purpose of layoff and reassignment, seniority will be defined in the following order:

7.4.2. Paid time in service within the District.

7.4.3. Paid time in service within the location.

7.4.4. Paid time in service within the classification.
7.5. **PROMOTION**

7.5.1. When promotions are made to higher classifications of work, such promotions shall be made on the basis of qualifications and seniority. An employee promoted will be placed on the higher grade at his/her step on the salary schedule. A redlined employee who is promoted will be placed on the top published step of the higher grade. If the top step of the higher grade is less than the employee's redlined dollar amount at the lower grade, the employee's salary will be retained. In the event of equal qualifications, seniority will be the determining factor.

7.5.2. If an employee is promoted, he/she will serve a forty-five (45) working day probationary period at the higher classification. Should the employee not successfully complete the probationary period, he/she will be allowed to return to his/her former classification without loss of seniority.

7.5.3. Requests for shift change will be done by locations and not District-wide.

7.5.4. The District reserves the right to reassign employees. Should the employee disagree with the reassignment, he/she may appeal to the Vice Chancellor for Human Resources or designee for a final determination.

7.5.5. An employee who transfers through the posting process will be placed at the same step at the higher grade.

8. **STANDARD WORKDAY AND WORKWEEK/ PAY DIFFERENTIAL**

8.1. The standard workday shall not be more than eight (8) hours (with provision for lunch period of not more than one [1] hour not included as a work period) in any twenty-four (24) hour period and whose starting time for the first shift shall be 3:00 a.m. to 9:59 a.m., second shift 10:00 a.m. to 5:59 p.m., and third shift 6:00 p.m. to 2:59 a.m.

8.1.1. During the summer and holiday periods, starting time may be changed with no change of pay. A two-week notice is required for change of start time.

8.1.2. The Colleges may, at their option and with the approval of the College President, District Human Resources, assign Maintenance and Operations personnel to a four (4), ten (10) hour day, workweek. Those employees on a four (4) day workweek will be charged one and one-quarter (1.25) days for sickness and vacation.

8.2. The standard work week shall be a total of not more than forty (40) hours in any one (1) week and not more than five (5) days, Monday through Friday, Tuesday through Saturday, or Sunday through Thursday, as dictated by operational requirements. Summer alternative work schedules will supersede the above requirements.

8.3. **PAY DIFFERENTIAL**

8.3.1. Forty-five cents ($.45) an hour, in addition to the employee's regular base rate of pay, shall be paid for work performed on the second shift. Second shift begins between 10:00 a.m. and 5:59 p.m.

8.3.2. Fifty cents ($.50) an hour, in addition to the employee's regular base rate of pay, shall be paid for work performed on the third shift. Third shift begins between 6:00 p.m. and 2:59 a.m.

8.3.3. Forty cents ($.40) an hour, in addition to the employee's base rate of pay, shall be paid for work performed on Saturday or Sunday.

8.3.4. An employee will be paid shift differential for the entire shift, if the employee begins work anytime between the shift hours as stated in either 9.1.
8.3.5. An employee will be paid a Saturday/Sunday differential, for any hours worked on Saturday/Sunday between 12:00 a.m. Saturday and 11:59 p.m. Sunday, in addition to a second or third shift differential if they qualify as outlined in 9.3.1 or 9.3.2.

8.4. MEAL PERIOD

In the event an employee is not relieved of all duties during his/her meal period, he/she shall be paid at the applicable rate of pay. This shall be construed to mean that an employee is entitled to a meal period which must be between three and one-half (3 1/2) and five (5) hours after the starting time of the shift, at the option of the District. Justification for this type extra duty must be submitted to District Human Resources by the employee's supervisor, in writing, and must be held to an emergency situation.

8.5. REST PERIOD

Each employee shall be allowed a fifteen (15) minute rest period during the first half of his/her normal work shift and a fifteen (15) minute rest period during the second half of his/her normal work shift.

9. OVERTIME/COMPENSATORY TIME

9.1. Overtime earned shall be paid: (a) at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay, or (b) one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees may elect to accrue compensatory time in lieu of receiving cash payment for overtime worked. Where feasible, overtime must be approved in advance by the appropriate supervisor/manager. Non-preapproved overtime is discouraged. Repeated, unauthorized overtime occurrences could lead to disciplinary action, up to and including termination.

9.2. Overtime pay will be received in the warrant at the end of the pay period following the pay period in which the work was accomplished.

9.3. In the event of overtime, assignments when possible will be distributed equally among the classifications.

9.4. Employees must be permitted to use accrued compensatory time within a three (3) month period of time when the employee earned the time. If three (3) months have passed and the supervisor has not granted compensatory time off, then the premium pay will be awarded.

9.5. An employee called back to work between closing time of his/her regular shift and the starting time of his/her next regular work shift will be paid a minimum of three (3) hours work at the applicable overtime rate. This is not dependent on the time required to fulfill call-back assignment.

9.6. An employee who is called at home, and performs work between the closing time of his/her regular shift, and the starting time of his/her next regular work shift, will be paid a minimum of one and one-half (1 ½) hours at the employee’s overtime/compensatory rate or the number of actual hours worked, whichever is greater.

9.7. An employee who is required to perform work duties from home at times outside his/her regularly scheduled workday, will be paid a minimum of one and one-half (1 ½) hours of overtime pay.

9.8. Employee will be paid overtime when the hours exceed forty (40) in any one week period. The overtime will be paid after forty hours of compensated time (including sick, holiday, vacation, etc.)
9.9. If an employee has agreed with their supervisor to wear a pager and/or carry a cellular phone at times other than his/her normal work hours, he/she shall be paid ten percent (10%) of his/her hourly pay for each hour he/she is required to be available for immediate response.

9.9.1. The cost of pager or cellular phones shall be borne by the District or the college unit.

9.10. The District will comply with appropriate sections of the Fair Labor Standards Act and the statutes of the state of Arizona in reference to hours of work and payment for such hours.

10. CUSTODIAN II AND GROUNDSKEEPER II

10.1. There shall be a Custodian II for any given number of custodians regularly and temporarily employed and working the same shift. There shall be a Groundskeeper II for any given number of groundskeepers regularly and temporarily employed and working the same shift. In no instance shall there be more than ten (10) custodians without a Custodian II or ten (10) groundskeepers without a Groundskeeper II. The Custodian II or Groundskeeper II shall be determined by District selection processes, and this position shall be one of the staffing needs required by college. The selected person does not lose his/her former classification.

10.2. In the event a Groundskeeper II, Custodian II, Lead Custodian, or Lead Groundskeeper steps down from that position and the College has a full complement of employees in the area affected, the position will be filled through the normal employment process [posting internal only District wide]. In the event a replacement is selected from another College, the employee who “steps down” will be offered the opportunity to fill that vacant slot. If the employee who “stepped down” declines the vacant position, the least senior person may be assigned to the vacancy. (In the event the classes are not the same, the Senior Manager for Employee Relations will work with the employee for proper placement into a position.)

10.3. LEAD (CUSTODIAL AND GROUNDS)

There shall be a Lead when the number of custodians or groundskeepers regularly and temporarily employed on the same shift or team/crew reach a level where appropriate supervision is required. In no instance shall there be more than eight (8) custodians or groundskeepers without a Lead. The Lead shall obtain his position through the normal employment process. Such a person does not lose his/her former classification. Only board-approved employees can serve in Lead or supervisory positions.

10.4. STAFFING ALLOCATIONS

When staffing allocations drop below minimum (as defined by this agreement), persons serving as Custodian II, Groundskeeper II, or Lead will continue to perform all required duties and will continue to receive current pay.

11. UNIFORMS

11.1. The uniform for custodial employees will be solid color (suntan/khaki) shirts and trousers, or shorts. The shirt will be made with a collar and sleeves (short or long). Closed toe shoes must be worn.

11.2. The uniform for groundskeepers, maintenance assistants, utility assistants, utility workers, building maintenance technicians and coordinators, grounds maintenance will be blue denim trousers and blue denim/chambray shirts, or shorts. The shirt will be made with a collar and sleeves (short or long). Closed toe shoes must be worn.

11.3. All uniforms will be clean, neat, and in a well-maintained condition for each shift assigned.

11.4. All employees will wear appropriate identification as provided by the District or College. Replacement of identification badges will be the obligation of the employee following the
section loss. Beginning July 1, 2014, college logos will continue to be permitted, but will not be required, on shirts. If a logo is required it will be an MCCCD logo. When a college decides to require an MCCCD logo or institutes a uniform requirement in compliance with this Section 11, employees will be permitted to replace uniform items as necessary going forward rather than immediately replace all out-of-standard items.

11.5. **Uniform Allowance**

11.5.1. All board approved maintenance and operations personnel who are required to wear a uniform will receive a uniform allowance of six hundred and four dollars ($604) per fiscal year. Eligible maintenance and operations personnel will receive three hundred and two dollars ($302) twice annually on the second (2nd) payroll check in the months of December and June.

11.5.2. Employees not working a full six (6) month period will receive a prorated amount.

11.6. The college and/or District will provide cloth painter’s shirts and pants in advance to any M & O employee required to provide painting services.

11.7. If an employee fails to abide by the uniform provisions of this agreement, the Facilities Manager/Director Buildings and Grounds will give the employee a written warning. On the second incident, the employee will be sent home without pay until a compliance of uniform standard is met. Employee cannot use sick, leave, compensatory, or vacation pay to make up this time.

12. **Transportation**

12.1. An employee who has been instructed by his/her immediate supervisor or District administrator to travel from one location to another during a work period will be paid at his/her regular rate of pay for time spent in such travel. Where the distance of travel requires transportation, the District will attempt to furnish transportation. In a situation where it is not possible, paragraph 13.2. of this section will apply.

12.2. An employee may be required to furnish transportation. Mileage in such cases will be paid at the District-approved rate.

12.3. Under no circumstances will an employee travel in any private vehicle, on college or district business, unless said vehicle has the required liability insurance as required by the District ($15,000–$30,000).

13. **Employee’s Performance Appraisals**

13.1. **Purpose**

13.1.1. To provide objective counseling in the development of employees in general.

13.1.2. To assist in the development of those demonstrating potential for supervisory-level assignments.

13.2. The immediate supervisor shall review the appraisal form with (and obtain the endorsement signature of) the next higher level of supervision prior to the discussion with the employee being appraised.

13.3. A performance appraisal will be given, each year during the months of March through June, by the director, with the participation of the Lead Custodian or Lead Groundskeeper. If necessary, performance appraisals outside of the established schedule may be requested by the employee or his/her supervisor. Appraisals required during probationary periods are in addition to the above.
13.4. Employee and Facilities Manager/Director Buildings and Grounds signatures are required on appraisal forms to acknowledge that discussions were held. Such signatures by employees are not to be construed as agreement with the appraisal. Employees are entitled to attach written rebuttal and/or explanatory or agreement statements to appraisal documents. No alterations or additions will be made to appraisal documents once they have been signed by employees and supervisors. The employee will receive a copy of the appraisal for his/her personal file. The employee may, during normal working hours, review his/her appraisal documents in the Employee Services Department.

13.5. Administrative Review

13.5.1. An administrative review procedure is available to any employee who feels he/she has a rightful complaint regarding his/her performance appraisal. Should an employee have such a complaint, he/she should address his/her concerns, in writing (within thirty [30] days of the performance appraisal discussion with the Facilities Manager/Director Buildings and Grounds), to the Senior Manager for Employee Relations. The College President, or designee, will meet with the employee to hear his/her concerns. The College President or designee, in consultation with the employee, may talk with other persons with whom the employee has a normal point of contact.

13.5.2. Prior to making any recommendations, the College President or designee, within ten (10) days, will discuss those recommendations with the Senior Manager for the HR Solutions Center-Compliance Unit.

13.5.3. The College President or designee will provide a written report of the findings to the employee, the College President, the Senior Manager for the HR Solutions Center-Compliance Unit, and the Facilities Manager/Director Buildings and Grounds.

14. Disciplinary Action, Probation, and Dismissal

14.1. If disciplinary action such as probation or suspension without pay is deemed to be insufficient by the Facilities Manager/Director Buildings and Grounds, the Facilities Manager/Director Buildings and Grounds, with the agreement of his/her College President, may recommend dismissal to the Senior Manager for the HR Solutions Center-Compliance Unit. The Senior Manager for the HR Solutions Center-Compliance Unit will then consult with the Vice Chancellor for Human Resources or designee. Vice Chancellor for Human Resources or designee will carefully review the record and conduct such investigation as he/she deems appropriate.

14.2. If the Vice Chancellor for Human Resources or designee deems there are sufficient grounds for dismissal, he/she will make the final determination regarding a recommendation of involuntary termination to the Governing Board.

14.3. A Maintenance & Operations employee shall have the right to hearing by filing a written request with the Vice Chancellor of Human Resources or designee within five (5) working days after being served with a notice of intent to dismiss. The filing of a timely request shall suspend the dismissal procedure, pending the completion of the hearing.

14.4. Upon a timely request, a Hearing Committee shall be constituted and shall be composed of the following three (3) employees, one (1) College President appointed by the Chancellor, one (1) employee selected by the President of the applicable employee group and one (1) employee selected by the employee. All committee members must be selected from colleges other than the college where the employee who was dismissed was assigned.

14.5. The Hearing Committee shall select a Chair. Unless the parties stipulate to extend the time beyond which is set forth below, the Chair shall conduct a meeting with the employee and
his/her representative no later than twenty (20) working days after the formation of the committee for the purpose of exchanging exhibits, witness lists and summaries of witness testimony. The Chair may choose to deny admission of an exhibit(s) or witness testimony for failure to comply with this section.

14.6. Unless the parties otherwise agree, the Hearing Committee shall conduct the hearing no later than ten (10) working days after the exchange of information detailed in section 14.5. Prior to the hearing, the employee must declare, in writing, whether he/she wishes the hearing to be made public or in closed session. The employee may attend the hearing; present testimony, evidence or statements, oral or written, in his/her behalf; and be represented by legal counsel or other representative.

14.7. Within five (5) working days after completion of the hearing, the Hearing Committee shall provide the Chancellor with a written summary of the evidence that was presented during the hearing. In addition the Hearing Committee shall render binding written findings of fact and conclusions of law and forward same with its recommendation regarding the appropriateness of the dismissal to the Chancellor. The above deadline may be extended up to fifteen (15) working days after completion of the hearing if the Hearing Committee requests briefs and/or recommended findings of fact and conclusions of law from the parties.

14.8. After receiving the Hearing Committee's summary of evidence, findings of fact and conclusions of law, the Chancellor may meet with the Hearing Committee to clarify the summary of evidence, findings of fact and conclusions of law. The Chancellor shall have ten (10) working days in which to review the recommendation regarding dismissal. The Chancellor may adopt the recommendation and forward same with the summary of the evidence, a copy of the findings of fact, conclusions of law and the Hearing Committee's recommendation to the Governing Board.

14.9. The Governing Board may choose to meet with the employee and/or his/her representative and a representative of the administration in executive session (the employee may choose to have this meeting in public) to hear arguments regarding the appropriateness of the Chancellor's recommendation regarding dismissal. The length of the meeting shall not exceed one (1) hour.

14.10. The Governing Board, at a public meeting, shall render the final decision regarding the employee's appeal. A copy of the final decision shall be sent (U.S. certified or registered mail) to the employee at his/her place of residence as recorded in District records.

14.11. The pay of the employee shall continue during the Hearing process and not end until the date of the decision of the Governing Board.

15. OBSERVANCE OF SAFETY

Every employee is expected to accept safety and accident prevention as an active part of his/her job assignment. He/she should observe, correct, and report safety hazards as a basic job requirement. The District will furnish equipment required for safety.

16. LEAVES OF ABSENCE

16.1.1. DISABILITY BENEFITS PROGRAM

16.1.1. The plan is to provide monthly disability benefits no to exceed two-thirds (2/3) of a participant's monthly compensation at the time disability commences, but reduced by Social Security retirement or disability benefits, workers' compensation benefits, and any other benefits by reason of employment which are financed wholly or partly by employer members of the retirement plan.
16.2.2. Prior to the end of the employee's unpaid leave of absence for health, an employee may apply for long-term disability benefits.

16.2.3. Monthly benefits are not payable until a participant has been totally disabled for a period of six (6) months.

16.2.4. The District will provide the above benefits in accordance with state statute (HB 2181).

17. RESIGNATION

17.1. With voluntary/involuntary termination, an employee waives all rights that he/she has held as an employee and shall be treated as a new employee should he/she return to the District.

17.2. If an employee fails to appear for work on five (5) consecutive, scheduled work days and fails to communicate with his/her supervisor of his/her absence, the administrator may deem the position abandoned and seek termination of the employee's employment. A supervisor should make a reasonable attempt to contact the employee during this time.

18. DURATION

18.1. This policy will become effective on August 1, 2014, and will continue in effect until June 30, 2015. It will not be extended orally; and it is expressly understood that it will expire on the date indicated unless the parties, through mutual consent, agree to extend the termination date, and that it represents the full and complete understandings of the parties and excludes past practices or understandings.

18.2. Changes may be instituted to this policy through the Collaborative Policy Development process, as detailed in Section 3.2.

19. GLOSSARY—DEFINITION OF TERMS

For purposes of clarification and definition, the following terms and definitions will be applicable throughout the contents of this working agreement.

- **Agent(s)** — A person serving as a manager who has been delegated the authority by the Governing Board to recommend its initiatives.
- **Classification** — Shall be construed as the job title for any employee such as Custodian I, Groundskeeper I, Maintenance Assistant, etc.
- **Department** — Shall be construed to mean the District level of operations for all persons covered by this Policy Manual—Maintenance and Operations.
- **Designee** — An individual who has the authority to act on behalf of the position referenced in the policy manual.
- **Differential** — A premium rate paid for work performed outside of normal working conditions and/or working hours.
- **District** — The total central administrative and support body.
- **Grievance** — A formal, written allegation of an alleged misapplication, misinterpretation, or violation of a specific provision(s) of this policy manual, or of Board policy, that affects the grievant. This grievance procedure shall not be used to change policies, regulations, or procedures of the District which are not included in this policy. A grievance excludes any alleged misunderstanding, practice, or other matter(s) outside the terms of this, or of Board policy.
- **Grievant** — An employee(s) who has completed his/her initial probationary period and is making a claim that he/she has a grievance as defined in grievance above.
• **Location** — Shall indicate campus, freestanding centers, District Headquarters, etc.

• **Redlined or Y-Rated** — An employee who receives a salary that is higher than the top step of the grade/classification.

• **Section** — Shall be construed to denote that group of Maintenance and Operations employees under the direct supervision of the Facilities Manager/Director Buildings and Grounds

• **Working Day** — Any day the College/District Office is open for regular business.

20. **ACRONYMS**

- AED  Automated External Defibrillator
- CEC  Chancellor’s Executive Council
- CPD  Collaborative Policy Development
- DRP  Disaster Response Plan
- EARS Early Alert Referral System
- EBAC  Employee Benefits Advisory Council
- EEO  Equal Employment Opportunity
- FERPA Family Educational Rights and Privacy Act
- FLSA Fair Labor Standards Act
- FSA  Flexible Spending Account
- FTE  Full Time Employee
- FTSE Full Time Student Enrollment
- HIPAA Health Insurance Portability and Accountability Act
- LOA Leave of Absence
- M&O  Maintenance and Operations
- MAT Management, Administration, and Technology
- MEMS Maricopa Emergency Management System
- MEND Maricopa Emergency 'N Disaster (committee)
- MIRA Maricopa Integrated Risk Assessment
- MLTS Maricopa Learns Through Service
- OLA On-line Application
- OSHA Occupational Safety and Health Administration
- PEL  Paid Educational Leave
- PSA  Professional Staff Association
APPENDIX A - STAFF DEVELOPMENT (PROFESSIONAL GROWTH) POLICY FOR MAINTENANCE AND OPERATIONS EMPLOYEES

A.1. PHILOSOPHY

A.1.1. The purpose of the Staff Development Policy is to help the employee in staff development. It is important that skills be consistently refined in order to analyze, evaluate, reason, and make sound decisions. The refinement and improvement of these skills can also prepare the employee for positions of greater responsibility. Job performance, potential, competition for recognition and education are all important factors in equipping the employee to assume greater responsibilities within the Maricopa County Community College District.

A.1.2. The goal of the Staff Development Committee is to encourage the employee to increase his/her scope of knowledge, to update previous academic learning, or to sharpen the employee’s thinking as required by the job. Individual financial assistance may be given to eligible employees taking upper division courses at accredited colleges or universities or attending job-related seminars, workshops, or activities that prepare the employee for positions of greater responsibility within the Maricopa County Community College District.

A.2. FUNDING

Ninety one thousand, four hundred and fifty four dollars ($91,454) shall be allocated for 2014-2015.

A.3. ELIGIBILITY

All employees, including probationary employees, are eligible to participate in staff development activities provided:

A.3.1. The employee must have an Associate of Arts Degree or equivalent hours (not required for job-related seminars, workshops, or other activities).

A.3.2. The activity must be job related, required as part of a degree program, or preparation for positions of greater responsibility; provided that the individual career development program has been filed with the Manager, Employee and Organizational Learning. The Professional Growth Committee has the final approval on all activities/seminars.

A.3.3. A final grade of “C” or better must be received for all college/university courses.

A.3.4. Because of limited resources, the employee cannot receive tuition benefits, scholarship aid, V.A. benefits, or other financial aid for the courses, job-related seminars, workshops, or other activities as designated on the staff development applications during the term of the enrollment/attendance.

A.4. APPLICATIONS

A.4.1. APPLICATION FORMS

Application forms are available in the College President's Office or in the Employee and Organizational Learning Department. Applications must be submitted to the Manager, Employee and Organizational Learning or designee, and will be reviewed for minimal qualifications by the Staff Development Committee. Meetings will be scheduled monthly, or at the discretion of the chairperson. All applications must be reviewed by the committee to determine the qualifications of the applicant. All applications must include a copy of the activity date(s), description, agenda, cost, location, transportation and lodging fees, etc. and any additional information requested by the committee.
A.5. **APPLICATION PROCEDURE**

A.5.1. The application must be submitted through the Manager, Employee and Organizational Learning, or designee.

A.5.2. Upon receipt of the application, the date and time will be recorded by the Manager, Employee and Organizational Learning, or designee.

A.5.3. The Manager, Employee and Organizational Learning, or designee will validate transcripts and degrees or equivalent, if applicable.

A.5.4. The committee will meet to consider applications.

A.5.5. To receive committee consideration for reimbursement of seminars, workshops, and conferences, the deadline for applications is three (3) weeks prior to the activity start date. Exceptions to this timeframe are implied by the signatures of the Director/Manager of Maintenance & Operations and the College President. However, the applicant needs to comply with all the requirements of this policy.

A.5.6. A prepayment option for seminars, workshops, or conferences is available. Applications are to be submitted to the Manager, Employee and Organizational Learning, or designee no later than six (6) weeks prior to the activity start date. (If prepayment deadline is not met, the applications will then be considered for reimbursement.)

A.5.7. To receive committee consideration for reimbursement of college/university tuition and lab fees, the deadline for applications is:

- Fall Semester—First Monday in October.
- Spring Semester—First Monday in March.

Summer Schedule will be approved on an individual basis due to a potential crossover of fiscal year funding.

A.5.8. The committee chairperson or designee will notify the applicant as to approval or disapproval within five (5) working days of committee action.

A.5.9. The applicants may appeal directly to the Staff Development Committee by sending a written notice to all committee members, outlining the reasons for reconsideration.

A.5.10. The decision of the committee will be final.

A.6. **REIMBURSEMENT**

A.6.1. **Reimbursement Amounts**

A.6.1.1. The committee will reimburse one hundred percent (100%) of the semester tuition for approved course(s), and lab fees up to, but not to exceed, tuition costs at major in-state public universities. No reimbursement will be made for school supplies. Transcripts must be submitted to the Manager, Employee and Organizational Learning, or designee for presentation to the committee for reimbursement.

Reimbursement for books pertaining to both lower and upper division courses will be paid at eighty percent (80%).

A.6.1.2. The committee will reimburse one hundred percent (100%) of registration/travel costs for approved applications to job-related seminars, workshops, or other work related activities. Reimbursement for books for approved seminars and workshops will be paid if not included in the workshop/seminar registration fee.
A.6.2. Applications may be considered after the above noted timelines, but will only be considered for the reimbursement option versus the pre-payment option. Applications submitted by the deadline will receive first consideration.

A.7. STAFF DEVELOPMENT COMMITTEE

A.7.1. The committee will be composed of two (2) Maintenance & Operations employees elected by those employees covered by the Maintenance and Operations Policy Manual, the Senior Manager for Employee Relations, or designee and the Manager for Employee and Organizational Learning.

A.7.2. Elections shall take place in the fall, and the elected employees shall serve a three (3) year term commencing July 1 and ending June 30. All members appointed to the committee including the Manager for Employee and Organizational Learning, will be voting members of the Committee.
APPENDIX B - PAID EDUCATIONAL LEAVE

B.1. PHILOSOPHY

The purpose of the Paid Educational Leave is to provide employees an opportunity to further their careers and employment opportunities through the completion of a Bachelor, Master, or Doctoral Degree.

B.2. COMMITTEE

The Maintenance and Operations Committee will be responsible for establishing administration, application procedures and screening criteria for granting of Paid Educational Leave Funding. The Maintenance and Operations Professional Growth Committee shall review and approve requests for assistance from eligible employees.

B.3. ELIGIBILITY

A paid educational leave may be granted to an employee subject to the following guidelines:

B.3.1. The applicant must be a regular full-time employee with a minimum of three (3) years or 6,240 hours of consecutive service with the District as a regular Governing Board approved Maintenance and Operations employee at the time the leave would begin.

B.3.2. An educational leave may be granted for up to, but will not exceed, six (6) months. The leave may be granted for any combination of months during the same fiscal year.

B.3.3. The employee will be required to provide evidence that he/she has accumulated sufficient college credits to complete a Bachelor’s, Master’s, or Doctoral degree from a regionally accredited institution of higher education while on educational leave. All evidence of said credit will be submitted to the appropriate College President/Vice Chancellor.

B.3.4. Degrees pursued while on educational leave must be career oriented or job related.

B.3.5. There will be no limit to the number of times an employee may receive a Paid Educational Leave. However, an employee cannot be granted a subsequent Paid Educational Leave until the financial obligation/promissory note from the previous Paid Educational Leave has expired. First-time applicants for Paid Educational Leave will be given priority consideration during the selection process. An employee granted educational leave will sign a note agreeing to work twice the amount of leave time granted.

B.4. APPLICATION REQUIREMENTS

Each applicant will be required to submit the following:


B.4.2. A letter, addressed to the committee, stating:

B.4.2.1. His/her degree objective.

B.4.2.2. Justifications for granting him/her the Paid Educational Leave.

B.4.2.3. Supporting statements that the degree is career oriented or job related.

B.4.3. A letter of acceptance from the university/institution he/she will be attending which indicates acceptance into the college/program of his/her degree objective.

B.4.4. A written copy of his/her degree program advisement sheet completed by his/her university/institution advisor, which shows the course work completed and the remaining course work to be completed in order to obtain the degree being sought.
B.4.5. One (1) copy of unofficial transcripts from each regionally accredited college,
university/institution at which the applicant has completed course work applicable to the
degree program being sought.

B.4.6. Two (2) letters of reference from persons who can attest to the applicant’s professional
qualifications and/or academic abilities.

B.4.7. Applications may be obtained in March of each year, with a mid-April deadline.

B.5. COMPENSATION, RESTRICTIONS, AND RETURN TO WORK

B.5.1. Compensation for an employee granted a Paid Educational Leave will be as follows:

B.5.1.1. The rate of pay for an employee while on Paid Educational Leave will be full
(100%) pay and shall be paid in accordance with the normal pay periods and
procedures for all Maintenance and Operations employees.

B.5.1.2. The District will provide full Flex Benefits credits for an employee on Paid
Educational Leave.

B.5.1.3. An employee on Paid Educational Leave will follow the normal progression on the
salary scale.

B.5.1.4. Vacation and sick leave benefits will not accrue during a Paid Educational Leave.
All vacation and sick leave benefits accrued by the employee at the beginning
date of his/her leave will be held in suspense.

B.5.1.5. The time granted an employee for Paid Educational Leave will not be deducted
from the original date of hire in determination of vacation entitlement, ten (10)
year anniversary, service date, etc.

B.5.1.6. The Maintenance and Operations Professional Growth Committee will pay
replacement salary at step one (1) of the employee’s grade.

B.5.2. An employee on full Paid Educational Leave may not participate in service, voluntary or paid
(e.g. committees, adjunct faculty), to the District or to College.

B.5.3. The following guidelines and requirements shall be followed upon an employee’s return to work
after being granted a Paid Educational Leave:

B.5.3.1. The employee will be assigned to his/her previous position, or to a position of
equal grade and step or to a position agreed to prior to the leave. The
determination of this provision shall be the responsibility of the appropriate
College President/Vice Chancellor in consultation with the employee.

B.5.3.2. Upon returning from leave the employee will, within sixty (60) days, submit (in
writing), to the appropriate College President/Vice Chancellor, and the
Chairperson of the Maintenance and Operations Committee, evidence that
he/she has completed his/her degree program.

B.5.3.3. The interpretation of the requirement that an employee returns to work for the
District at twice the amount of leave time granted shall not be construed to
prevent the employee from applying for transfers, promotions, or other
employment opportunities within the District.

B.6. FUNDING

B.6.1. In 2014-2015, the District will allocate ninety one thousand, four hundred and fifty four dollars
($91,454) for Staff Development of Maintenance and Operations employees. Staff development
expenses as well as replacement expenses for personnel on a paid educational leave will be paid from the Staff Development fund for Maintenance and Operations employees.
Appendix C – Staff Policy Manual

Management, Administrative & Technological

(Effective August 1, 2014)

Published by
Maricopa County Community College District
HR Solutions Center

The Maricopa County Community College District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, citizenship status (including document abuse), age, disability, veteran status, or genetic information in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Management/Administrative/Technological Organization</td>
<td>1</td>
</tr>
<tr>
<td>2. MAT Organization</td>
<td>2</td>
</tr>
<tr>
<td>3. Purpose and Authority: Policy Document</td>
<td>2</td>
</tr>
<tr>
<td>4. MAT Internal Hiring</td>
<td>3</td>
</tr>
<tr>
<td>5. Salary and Related Items</td>
<td>3</td>
</tr>
<tr>
<td>6. Employment Other than Basic Employment</td>
<td>5</td>
</tr>
<tr>
<td>7. Professional Growth/Sabbatical Leave</td>
<td>6</td>
</tr>
<tr>
<td>8. MAT Performance Plan</td>
<td>8</td>
</tr>
<tr>
<td>9. Administrative Leave</td>
<td>8</td>
</tr>
<tr>
<td>10. Voluntary Transfer</td>
<td>8</td>
</tr>
<tr>
<td>11. Reassignments</td>
<td>9</td>
</tr>
<tr>
<td>12. Reclassification</td>
<td>10</td>
</tr>
<tr>
<td>13. Work Week</td>
<td>10</td>
</tr>
<tr>
<td>14. Probation, Dismissal, and Workforce Reductions</td>
<td>11</td>
</tr>
<tr>
<td>15. Effective Date</td>
<td>13</td>
</tr>
<tr>
<td>16. Policy Revision and Interpretation</td>
<td>14</td>
</tr>
<tr>
<td>17. Mandatory Review Period</td>
<td>14</td>
</tr>
<tr>
<td>18. Separability</td>
<td>14</td>
</tr>
</tbody>
</table>
1. MANAGEMENT/ADMINISTRATIVE/TECHNOLOGICAL ORGANIZATION

1.1. Basic Philosophy

Members of the Management/Administrative/Technological (MAT) employee group shall carry out the policies of the Governing Board, shall perform their duties assigned to them according to their position descriptions and/or their supervisor(s), and shall perform such duties and responsibilities with professional skill in order to ensure wise utilization of District resources for the implementation of the educational program.

1.2. Policy Statement

1.2.1. It is recognized by the MAT employees and Administration that it is desirable, in order to establish the terms and conditions governing employment, for representatives to collaborate and discuss, in good faith, about policies affecting responsibilities and benefits pertaining to MAT employment.

1.2.2. The Governing Board recognizes that the personal life of an employee is not an appropriate concern of the College/District, providing it does not affect the employee's effectiveness in fulfilling his/her professional obligation(s).

1.2.3. MAT employees will be permitted and encouraged to participate in District and College meetings, task forces, committees, and other special sessions during their regular hours of accountability, providing there is no unreasonable interference with the performance of regular job duties.

1.2.4. No adverse personnel action shall be taken against any employee because of their membership and/or participation in the MAT employee association or any other recognized MCCCD employee or constituency organization.

1.2.4.1. An adverse personnel action under this policy is defined as one of the following:

- Termination of employment
- Demotion with salary reduction
- Imposition of suspension without pay
- Receipt of written reprimand
- Failure to appoint, promote, or re-employ
- Negative performance evaluation
- Withholding of appropriate salary adjustments
- Involuntary transfer or reassignment
- Other action adversely affecting the terms or conditions of employment

1.3. Employees Covered by the Document

1.3.1. The largest category of employees covered by this document is managers and administrators, exempt employees, Grades 13-21. However, it is recognized that there are other employees in these grades who are not strictly managers or administrators. These include:
1.3.1.1. Technical employees—computer, financial, and educational areas.

1.3.1.2. Laboratory and other personnel adjunct to the instructional program. These categories of personnel enjoy the rights and benefits described in this manual; however, their duties and responsibilities will be those appropriate and reasonable to their job descriptions.

1.3.2. Board approved MAT employees whose salary is more than 50% paid from Current Unrestricted Funds or Current Auxiliary Fund 2 (tuition and fees not related to a contract) will be governed by the MAT Policy Manual.

1.3.3. A MAT employee who has successfully completed probation and whose salary changes from Current Unrestricted Fund 1 or Current Auxiliary Fund 2 to Special Funding (totally or in part) will continue to be covered under the terms and conditions of the MAT Policy Manual.

2. MAT ORGANIZATION

2.1. The MAT group shall have the right to be organized for the primary purpose of communication within its membership. Those activities shall include working collaboratively with the Vice Chancellor of Human Resources or designee on MAT Policy development. The MAT organizational body shall be called the MAT Executive Council.

2.2. The MAT Executive Council President, serving on a fiscal year basis, shall be provided with reassigned time to attend to MAT business. Funding equivalent to MAT Grade 20, Step 1 shall be provided by MCCCD with any unused balance being transferred to the MAT professional growth fund. The MAT Executive Council President shall continue to receive his/her regular salary and benefits and shall return to his/her home college/unit position July 1.

2.3. The Maricopa Community College District will provide an annual operating budget of $10,000 to the MAT Executive Council. Any unused funds shall be carried forward.

2.3.1. All funds allocated to the MAT Employee Group are to be overseen by the MAT Executive Council. Authority for expenditure may be delegated to various MAT Executive Council committees (i.e., Professional Growth, Sabbatical, etc.).

2.4. Use of District equipment/facilities. MAT employees may use College/District facilities and equipment for MAT-related activities at reasonable times.

3. PURPOSE AND AUTHORITY: POLICY DOCUMENT

3.1. The MAT employee group recognizes this document, titled Policies: Management/Administrative/Technological, as a statement of rights and responsibilities during the period of employment as a manager/administrator/technological employee with the Maricopa County Community College District.

MAT employees agree to fulfill the provisions in this document and have the right to partake in the grievance procedure when the District or its representatives allegedly violates the provisions of this document.

3.2. The Chancellor, his/her staff, and the Governing Board agree to operate within these policies during the period of time this document is in force.
4. **MAT INTERNAL HIRING**

4.1. The philosophy of the District is to encourage professional advancement for its employees and to give advancement consideration to qualified MCCCD candidates for all vacant positions while simultaneously ensuring equal opportunity. Internal applicants will be considered before external applicants through an internal search procedure maintained by the MCCCD Employment Office. Modifications to the internal hiring procedures may occur when agreement is reached between the MAT Executive Council and the Vice Chancellor for Human Resources or designee.

4.2. All regular and specially funded Governing Board approved employees are eligible to apply for open positions within the District. Temporary, timecard and short term (including athletic specialists and OYO/OSOs) are not eligible.

5. **SALARY AND RELATED ITEMS**

5.1. **Administrative Pay Structure**

Major changes in salary and/or pay structures will be determined by the Chancellor or designee and approved by the Governing Board after consultation with the MAT Policy Development Committee.

5.2. **Placement and Advancement on the Salary Schedule**

5.2.1. The philosophy of the District is to encourage professional advancement for its employees and to give preference to qualified internal-transfer candidates for all vacant positions.

5.2.2. An internal or an external applicant’s qualifications shall be evaluated thoroughly at the time of appointment to a position, based upon validated transcripts of academic work, professional certificates, and verified related work experience. The Vice of Chancellor Human Resources or designee shall be responsible for equating these qualifications to the minimum eligibility requirements and for step placement.

5.2.3. A person appointed or promoted to an administrative position must have at least the minimum qualifications for that position.

5.2.4. It shall be the applicant’s responsibility to provide the District’s Human Resources Division with necessary information and to update his/her file.

5.2.5. All undergraduate and graduate degrees and course credit must be earned at accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications. Work done at foreign universities will be considered if evaluated (at the applicant’s expense) by a professional foreign credential evaluation service approved by the MCCCD Human Resources Department.

5.2.6. Initial appointment of an external applicant to a specific MAT position will be based on educational background and exempt, related work experience. One step will be given for each two (2) years of prior college teaching. One step will be granted for each year of administrative experience (either within or outside of education). One step will be granted for an associate or a bachelor’s degree and an additional step for a master’s, or a doctorate degree (as long as the degree is not required to meet minimum qualifications of the job) earned at regional accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications. (Placement may not exceed a
maximum of three (3) steps above step one (1); maximum of step four (4). The Board, upon recommendation of the Chancellor, or designated Vice Chancellor, may grant additional steps to meet unique needs of the District.

5.2.7. An existing regular employee may apply for any posted MAT position in a higher grade than the one he/she currently holds. Should the employee successfully complete the application process and be offered the applied for position, the employee shall be granted all rights granted to external candidates in the course of establishing hiring terms, conditions, and salary placement. Salary placement shall be at the step in the new grade not less than a ten percent (10%) increase over the employee’s current salary and/or at a step commensurate to education and experience not to exceed step 4, whichever is greater.

5.2.8. With voluntary or involuntary termination of employment, an employee waives all rights that he/she had as an employee and will be treated as a new employee should he/she return to the District.

5.2.9. A MAT employee shall advance on the salary schedule pertaining to the position he/she holds, receiving one (1) step after each year of service, up to the maximum for the position. Such step increases will be granted by the Board only upon evaluation of satisfactory service and upon the recommendation of the Chancellor.

5.2.10. For satisfactory service with the District, a permanent one (1) step increase, or equivalent, will be granted to all employees in regular MAT positions on their anniversary date, ten (10) years from date of hire as a District employee. Employees, as identified above, at step 10 will be granted a one-time stipend equivalent to a Step.

5.2.11. For satisfactory service with the District, a permanent one (1) step increase, or equivalent, will be granted to all employees in regular MAT positions on their anniversary date, twenty (20) years from date of hire as a District employee. Employees, as identified above, at step 10 will be granted a one-time stipend equivalent to a Step.

5.2.12. For satisfactory service with the District, a permanent one (1) step increase, or equivalent, will be granted to all employees in regular MAT positions on their anniversary date, thirty (30) years from date of hire as a District employee. Employees, as identified above, at step 10 will be granted a one-time stipend equivalent to a Step.

5.3. Educational Advancement

Credit for formal education may be awarded for the completion of an associate's, bachelor's, master's, or doctoral degree, earned at accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications, or upon one or more certifications earned on or after July 1, 2001. Awards for completion of an associate's degree, earned at accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications, or upon one or more certifications earned on or after July 1, 2001. Awards based on certification are established on a MAT-approved point system; to maintain equity with academic degree awards, more than one certification will usually be required for salary compensation.

Qualifying certificates must be awarded by a nationally recognized professional or technical organization, or by an accredited higher education institution or by an entity of MCCC as approved by the Vice Chancellor of Human Resources or designee.
Compensation shall be at the rate of one (1) step, or a one-time stipend that is equivalent to a step for those to whom a step is not available. Step increase or stipend will be effective in the pay period following receipt of official transcripts to the Employee Relations Department.

This policy is effective for degrees and certificates awarded on or after July 1, 2001, and is not influenced by awards earned prior to July 1, 2001. No employee may be granted more than two (2) such increments on or after July 1, 2001. The degree/certification(s) must be awarded during employment as a MAT employee.

Probationary employees are not eligible for an educational advancement. Degree/certifications earned during the probationary period may be submitted for educational advancement after successful completion of the probationary status and conversion to regular MAT employee status. The step increase or stipend will be effective in the pay period following verification of evidence.

Issues regarding acceptability of institutions or organizations conferring degrees or awarding certificates will be decided by the Vice Chancellor for Human Resources, or designee.

5.4. Shift Differentials (Computer Personnel)

5.4.1. A night differential of five percent (5%) an hour will be paid to all employees whose regularly scheduled day begins at 3:00 p.m. or after.

5.4.2. A night differential of seven percent (7%) an hour will be paid to all employees whose regularly scheduled day begins at 10:00 p.m. or after.

5.4.3. A weekend differential of five percent (5%) an hour will be paid to all employees who are regularly scheduled to work on Saturday and/or Sunday.

5.5. Salaries

See http://www.maricopa.edu/employees/divisions/hr/salary/schedules or call District Employee Relations for a hard copy of the salary schedule.

6. EMPLOYMENT OTHER THAN BASIC EMPLOYMENT

6.1. Outside Employment

No employee covered under these policies will engage in outside employment which will in any way interfere with his/her ability to carry out his/her duties. Further, no such employment should represent a conflict of interest in regard to the District.

6.2. Teaching Assignments Within the District

Employees may accept teaching assignments within the District and will be paid at the Residential Faculty Overload Rate if:

6.2.1. The employee is qualified to teach in the instructional discipline as determined by District policy.

6.2.2. The employee receives documented approval from his or her supervisor should the teaching assignment take place during the employee’s normal working hours, and includes a documented plan for fulfilling required hours and any special circumstances related to their primary responsibilities including travel time if required.
6.2.3. The employee receives approval from his/her College President or appropriate Vice Chancellor.

7. PROFESSIONAL GROWTH/ SABBATICAL LEAVE

7.1. MAT Professional Growth Committee

The MAT employee group shall provide for the formation of a MAT Professional Growth Committee composed of at least three (3) MAT Executive Council members, one of whom will serve as chair. This committee shall have the responsibility of determining (with the approval of the MAT Executive Council) eligibility and funding guidelines; and administering professional growth and sabbatical leave programs, in harmony with existing District policies and procedures. Employees who are covered by the provisions of this manual (Section 1.3.); Athletic Specialists and MAT-equivalent Specially-Funded employees shall be eligible for MAT Professional Growth funds.

7.2. Professional Growth Funds

Professional Growth funds are designed to provide the employee with the opportunity to participate in seminars and workshops, or to complete special projects. Professional Growth funds will be used to cover travel, registration, tuition reimbursement, and related expenses that are associated with the activity. Professional Growth funds will not be used to support a replacement staff member during the employee’s absence.

7.3. Sabbatical Leaves

Sabbatical Leaves are designed to provide the employee with the opportunity to participate in intensive activities designed to expand the employee’s existing skills or to provide new skills. Therefore, Sabbatical Leave funds are to be used to support the employment of a replacement of an employee during the employee’s absence. Sabbatical funds are not to be used for the cost of educational expenses such as travel, registration, tuition, books, or supplies.

7.3.1. Eligibility

7.3.1.1. An employee shall not receive both Sabbatical Leave and Professional Growth funds for the same activity.

7.3.1.2. To be eligible for a leave of one (1) to four (4) months, the employee must have worked for the District as a Regular Board approved MAT employee as described in Section 1.3. of this manual a minimum of four (4) consecutive years from date of hire, or

7.3.1.3. To be eligible for a leave of one (1) to five (5) months, the employee must have worked for the District as a Regular Board approved MAT employee as described in Section 1.3. of this manual a minimum of five (5) consecutive years from date of hire, or

7.3.1.4. For a six (6) month leave, the employee must have worked for the District as a Regular Board approved MAT employee as described in Section 1.3. of this manual a minimum of six (6) consecutive years from date of hire.

7.3.2. Implementation

An applicant must apply in writing through his/her immediate supervisor to the MAT Professional Growth Committee. The Committee will transmit
MAT Sabbatical Leave recommendations to the Vice Chancellor for Human Resources or designee for verification of employment conditions.

7.3.3 Funding

7.3.3.1. For 2014-2015, the Professional Growth Fund will be $1,055,602.

7.3.3.2. The funds for Sabbatical Leaves and Professional Growth will be budgeted in the same line item (Professional Growth Fund) and may, upon the recommendation of the MAT Professional Growth Committee, be used interchangeably.

7.3.4. Compensation

An employee on Sabbatical Leave will continue to be compensated at his/her base salary. The amount of compensation may be reduced should the recipient receive remuneration from any other source during the period of said leave. Such reduction will be determined by the Vice Chancellor for Human Resources or designee.

7.3.5 Return From Sabbatical Leave

Time spent on Sabbatical Leave will be considered as regular service but will not count toward time and service should the individual apply for an additional Sabbatical Leave. An employee returning to the District following a Sabbatical Leave will return either to the same position or to one of equal or greater rank or to a position agreed to prior to the leave.

7.3.6. Additional Sabbatical Leave Conditions

7.3.6.1. The recipient will be required to sign a note for the Sabbatical Leave salary. This note will be forgiven at the rate of one-half (1/2) year for each year of District service or like proportions for lesser periods of leave time following the leave.

7.3.6.2. The Professional Growth Committee will establish due dates for sabbatical leave requests. All requests for Sabbatical Leaves must be submitted at least six (6) months in advance of the effective date of the leave. The Professional Growth Committee may make exceptions to the six (6) month policy if/when additional funds are made available for sabbatical leaves.

7.3.6.3. The application for the Sabbatical Leave must be accompanied by a statement of a well-considered plan, which includes its significance as a contribution to the professional effectiveness of the employee and the best interest of the District.

7.3.7. Reporting Requirement

At the conclusion of the Sabbatical, the employee is required to submit a report of the work accomplished during the leave and indicate how he/she believes that the experience improved his/her capacity to serve the District.

7.3.8. Insurance Coverage
Subject to and consistent with the Flexible Benefits Program selected benefits, coverage will be continued during the Sabbatical Leave. In addition, retirement contributions, disability protection, and sick leave benefit plans will continue during the Sabbatical Growth Leave.

8. MAT PERFORMANCE PLAN

8.1 The MAT Performance Plan is an interactive, competency-based model with realistic measurements to foster employee relations and focus on achieving superior performance which will be administered annually in a manner prescribed by the Vice Chancellor of Human Resources.

8.2 MAT employees will receive a MAT Performance Plan using the online E-Performance tool in the Human Resource Management System (HRMS). The tool promotes engagement between Supervisor and Employee throughout the year.

8.3 See (http://www.maricopa.edu/employees/divisions/hr/managing/performance) for the steps involved in the MAT Performance Plan process.

9. ADMINISTRATIVE LEAVE

9.1. MAT employees (grades 20-21) will become eligible for a two (2) consecutive month Administrative Leave after four (4) consecutive years of service to the District in a MAT position (grades 20-21). Such leave is to be approved and recommended by the appropriate College President/Vice Chancellor.

9.2. Additional costs to the District/College shall not accrue for the replacement of personnel for individuals granted such a leave.

9.3. As the purpose of an Administrative Leave is primarily that of relieving the administrator of the pressure of full-time duties. Any employment which might detract from this purpose is prohibited.

9.4. A MAT employee’s administrative leave shall be approved only if the employee reasonably anticipates that full-time employment with the District will continue in excess of twelve months following the employee’s return from leave; however, upon a showing of good cause, the College President/Vice Chancellor may waive this requirement. A MAT employee’s administrative leave may be deferred to a later date if the College President/Vice Chancellor determines that such deferment is essential to the efficient operations of the institution.

10. VOLUNTARY TRANSFER

10.1. An employee may transfer between the various colleges/centers or between the colleges/centers and the District Support Services Center. Such transfers will be initiated at the request of the employee, and will have the approval of both the sending and receiving College President/Vice Chancellor.

11. REASSIGNMENTS

11.1. Reassignments

An employee may be reassigned to a different position at any college/center or the District Support Services Center. Such reassignment will be initiated by the appropriate College President/Vice Chancellor or the employee. As per Section 14, an employee who initiates a job change voluntarily (employee - initiated) and is promoted or transfers to another MAT position, is required to serve a new probationary period. As per Section 14, an employee who is involuntarily reassigned (administration - initiated)
to another position (including reorganizations) will not be required to serve a new
dprobationary period. Involuntary reassignments must be documented.

**11.1.1.** Reassignment of a MAT employee to a position at the same grade will
involve no change in the employee's salary placement.

**11.1.2.** Reassignment of a MAT employee to a position at a higher grade will cause
the employee's salary to be increased commensurate with the higher grade
immediately upon assumption of the new duties. The employee shall be
granted all rights granted to external candidates in the course of
establishing hiring terms, conditions, and salary placement. Salary
placement shall be at a step in the new grade not less than a ten percent
(10%) increase over the employee's current salary and/or at a step
commensurate to education and experience not to exceed step 4,
whichever is greater.

**11.1.3.** An administration – initiated (involuntary) reassignment of a MAT
employee to a position at a lower grade will cause the employee to retain
his/her former salary grade placement for the remainder of the fiscal year
in which the reassignment is effective. Should the reassignment be
approved after February 15, the employee shall retain his/her former grade
(salary) through the subsequent fiscal year.

**11.1.4.** If the reassignment to a lower grade is initiated by the employee
(voluntary), the employee will be placed on the salary schedule at the
lower grade closest to the employee's current salary.

**11.1.5.** MAT employees may be permanently reassigned to a specially funded
position or “acting” status within their college/District Office unit. In the
case of specially funded employees, if the program is eliminated or funding
is no longer available, they will have reversion rights to a MAT position
equivalent to what they held at the time of the reassignment within their
college/District Office unit. MAT employees may be permanently
reassigned to a specially funded position at another college/District Office
unit. If the program is eliminated or funding is no longer available, they
will have reversion rights to a MAT position equivalent to what they held at
the time of the reassignment at either the sending or receiving
college/District unit. Such assignments are to be determined by the
appropriate College Presidents/Vice Chancellors.

**11.1.6.** All MAT employees will receive notification of faculty vacancies in the same
manner and at the same time as those notices are forwarded to the
Faculty Association.

**11.2.** The Vice Chancellor of Human Resources or designee shall be responsible for notifying
the employee at least ten (10) working days prior to involuntary reassignment.

**11.3.** The MAT employee who is involuntarily reassigned will receive a written rationale from
District Human Resources for the involuntary reassignment that documents campus or
District need at least (10) working days prior to the involuntary reassignment.

**11.4.** **Temporary Reassignments**

A MAT employee may voluntarily be re-assigned temporarily to a different position on
either a one-semester-only (OSO) or one-year-only (OYO) basis with the consent of
both the employee's immediate supervisor and the immediate supervisor under the
proposed re-assigned position. A temporary reassignment does not require a
probationary period. If the temporary reassignment is to another MAT position, the employee shall retain status as a MAT employee and continue to be covered by the policy manual. The employee shall have reversion rights to the employee’s previous MAT position at the conclusion of service in the temporary re-assignment. The temporary assignment may be extended upon the written agreement of the MAT employee and both of the aforementioned supervisors. If the temporary assignment is so extended, the reversion rights as provided herein shall automatically be extended as well. The employee shall be granted all rights granted to external candidates in the course of establishing hiring terms, conditions, and salary placement. Salary placement shall be at a step in the new grade not less than a ten percent (10%) increase over the employee’s current salary or at a step commensurate to education and experience, whichever is greater.

12. **RECLASSIFICATION**

12.1. The District has a classification process by which all regular full-time employees (except faculty) are assigned to a job title and grade. MAT employees are entitled to request reclassification if they believe that they are inappropriately placed. If that request does not result in placement to a higher grade, the employee will retain his/her current title and grade. If a reclassification request is sustained, salary increase will be retroactive to the first day of the pay period following submission of the written request to the immediate supervisor.

12.2. This article is not subject to the grievance procedure contained in this policy manual.

13. **WORK WEEK**

13.1. MAT employees are expected to adhere to a minimum of a forty (40) hour work week.

13.2. **Flex Schedule**

Employees shall be able to modify the workday, to include telecommuting, with supervisor approval without loss of leave time, provided the work week is fulfilled as outlined for exempt employees in the Fair Labor Standards Act.

14. **PROBATION, DISMISSAL AND WORKFORCE REDUCTIONS**

14.1 **Probation**

The probationary period for MAT employees begins the first day worked following Governing Board approval. During the probationary period, an employee will not incur any property rights to his/her continued employment and may be dismissed at any time. Employees dismissed during the probationary period are not entitled to a due process hearing under Section 14.2, or the grievance procedure under SPM Policy C-2.

14.1.1 New MAT employees will be considered to be in probationary status until they have completed six (6) months of employment after Governing Board approval.

14.1.2. A new probationary period of three (3) months is required any time a MAT employee initiates a job change and promotes or transfers to another MAT position or changes policy groups.

14.1.3. If an employee from another policy group is voluntarily or administratively reassigned due to reorganization, the employee will need to serve a new probationary period of six (6) months.

14.1.4. A new probationary period is not required when a current MAT employee is reassigned as a result of an administrative reassignment or reorganization.
14.1.5. Probationary employees who are being recommended for termination will be so notified in writing (via US postal Service certified or registered mail, by courier, or by personal service) at least fourteen (14) calendar days prior to Governing Board action by the Vice Chancellor of Human Resources or designee. Subsequent to Governing Board action, the probationary employee will be sent notification in writing by the above described means by the Vice Chancellor of Human Resources or designee within three (3) working days of the action.

14.1.6. Upon completion of the probationary period, the MAT employee retains rights from the first date of hire or as per Governing Board approval.

14.2. Dismissal

Upon the recommendation of the Chancellor and approval by the Governing Board, a MAT employee may be dismissed for cause. The employee shall have access to the following due-process procedures.

14.2.1. A written statement of charges, formulated by the college president or appropriate vice chancellor, shall be forwarded to the Chancellor. After review of the charges, the Chancellor may recommend to the Governing Board that good cause exists for the dismissal of the MAT employee. The Chancellor shall simultaneously advise both the Governing Board and the MAT employee, in writing, with a copy of the recommendation. This written notice shall be sent via U.S. Postal Service certified or registered mail to the MAT employee at his/her place of residence as recorded in the District records. The Chancellor's recommendation will give notice to both the Governing Board and the MAT employee of his/her intention to recommend that dismissal take place not sooner than thirty (30) calendar days from the date of the letter.

14.2.2. A written statement of charges specifying in detail the basis for the dismissal recommendation shall be provided to the Governing Board and the MAT employee as an attachment to the notification outlined in the preceding paragraph. The statement of charges shall, if applicable, state the statutes, rules, or written objectives of the District that the MAT employee is alleged to have violated. The statement of charges shall be of such specificity that the MAT employee will be able to prepare a defense based on the statement.

14.2.3. The MAT employee shall have the right to a hearing by filing a written request with the Vice Chancellor for Human Resources or designee within five (5) working days after being served with a notice of intent to dismiss. The filing of a timely request shall suspend the dismissal procedure, pending the completion of the hearing.

14.2.4. Upon a request for a hearing, a hearing committee shall be constituted by the Chancellor or his/her designee within ten (10) working days. The committee shall be made up of three (3) members. The charged MAT employee shall select a MAT employee of his/her choosing. Another committee member shall be a MAT employee selected by the MAT Executive Council President or his/her designee. These two (2) committee members will approve of the third member named by the Chancellor or his/her designee. The third member shall be a College President or Vice Chancellor from a college or area other than the one in which the charged MAT employee works. In the event a decision cannot be jointly reached on the
third member, the MAT Executive Council President will then be included in the decision making process. The employee subject to dismissal may attend the hearing; present any testimony, evidence, or oral and written statements in his/her behalf; cross-examine witnesses; and be represented by Legal Counsel and/or a non-lawyer personal representative.

14.2.5. The hearing committee shall conduct the hearing no later than twenty (20) working days after the appointment of the committee. The hearing committee findings and conclusions shall be completed with ten (10) working days.

14.2.6. Within five (5) working days after completion of the hearing, the hearing committee shall render written findings of fact and conclusions of law and forward same with its recommendation regarding retention or dismissal to the Chancellor.

14.2.7. Within fifteen (15) working days, the Chancellor will review the hearing committee's findings, conclusions, and recommendation. The Chancellor will make his/her own recommendation to the Governing Board and forward same with a copy of the findings of fact, conclusions of law, and recommendation to the Governing Board. The Governing Board shall render the final decision for retention or dismissal. A copy of the final decision shall be sent via U.S. Postal Service certified or registered mail within twenty-four (24) hours to the MAT employee at his/her place of residence as recorded in the District records.

14.2.8. The time limits in this section may be extended only by the mutual written agreement of the parties or as the result of unforeseeable circumstances.

14.2.9. No adverse personnel action shall be taken against any employee, representative, or other participant in the Hearing.

14.2.10. The pay of the employee shall continue during the Hearing Process and not end prior to the date of the decision of the Governing Board.

14.3. Workforce Reductions

14.3.1. MAT employees who have completed the probationary period may be released upon the Chancellor's recommendation and action of the Governing Board. The Chancellor will send notice of his/her intent to recommend release to the MAT employee (via US Postal Service certified or registered mail, by courier, or by personal service) prior to Governing Board action. The Governing Board must approve release recommendations on or before December 15, otherwise an employee will be deemed to be rehired for the subsequent fiscal year. Release of a MAT employee who has completed his/her probationary period may only be for purposes of meeting budget requirements or requirements imposed by approved re-organizational plans. (Approved re-organizational plans must have been reviewed and authorized by the Vice Chancellor of Human Resources or designee and/or the Chancellor.) The MAT Executive Council may request of the Vice Chancellor of Human Resources or designee, a copy of the approved re-organizational plan in order to assist those MAT employees who may be affected by the reorganization.

14.3.2. Within twenty (20) working days following the Governing Board approval of release for issues such as budget or reorganization, the District will begin a placement process to assist the employee to find another
assignment. This process will continue during the balance of the fiscal year in which the employee is notified of release. This process will include, but not be limited to:

- Advising the employee of steps that will be taken in identifying an available assignment;
- Notifying the employee of any open MCCCD or external positions;
- If possible, providing opportunity for employee to retrain/re-career

The objective is to find an assignment for the employee commensurate with his/her training and experience. Should the District be unsuccessful in this attempt, the District will provide (commencing approximately sixty [60] working days prior to release outplacement service at no cost to the employee.

15. **EFFECTIVE DATE**

The effective date for budget amounts for professional growth, salary schedules and benefits became effective August 1, 2014. The provisions of this 2014 -2015 manual for policy language changes shall become effective August 1, 2014 and shall remain in effect until specifically changed through ratification by the MAT employees and approval of the Governing Board. Once such policy manual is approved, the Vice Chancellor for Human Resources shall designate the location of the official policy manual document. Updates to the document as provided below shall be made within thirty (30) business days of ratification by the Governing Board.

16. **POLICY REVISION AND INTERPRETATION**

16.1 The Vice Chancellor of Human Resources or designee and a representative MAT Policy Development Committee designated by the MAT Executive Council agree to meet as necessary or at the request of either Party at any time for the purpose of establishing, interpreting or revising policies contained within this document. At any such meeting, the parties may bring forward suggested changes or revisions. If mutual agreement is reached among the parties, such changes or revisions shall be presented in written format and be subject to ratification by the MAT Association and approval of the Governing Board.

16.2 For the purposes of efficiency, District Human Resources has unilateral authority to make technical changes to the MAT Policy Manual as long as the proposed change does not change the intent of the section. District Human Resources will submit all changes to the MAT Executive Council for its approval prior to making the change.

17. **MANDATORY REVIEW PERIOD**

Whether or not either Party requests a meeting as designated in Section 16, beginning January 1, 2004 and occurring each two years thereafter, both parties shall meet and review the policy manual for any necessary changes or revisions within the first four months of the year. Any mutually agreed upon changes or revisions shall be submitted and subject to approval as outlined in Section 16. Approved changes will become effective on July 1 of the same year.

18. **SEPARABILITY**

In the event that any portion of a policy shall be declared invalid by any court of competent jurisdiction, such decisions shall not invalidate the entire policy or manual, it being the express intention of all parties that all other provisions not declared invalid shall remain in full force and effect.
Appendix D - Staff Policy Manual

Maricopa County Community College District

Policies

Professional Staff

(Effective August 1, 2014)

Published by
Maricopa County Community College District
HR Solutions Center

The Maricopa County Community College District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, citizenship status (including document abuse), age, disability, veteran status, or genetic information in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.
# TABLE OF CONTENTS

1. **Professional Staff Association Rights**
   A. Recognition ................................................................................................ 1
      Operational Funding .............................................................................. 1
   B. Collaborative Policy Development ............................................................ 1
   C. Policy Interpretation ................................................................................. 2
   D. Employee/Association Rights .................................................................... 2
      Meetings ................................................................................................ 2
      Governing Board Meetings ....................................................................... 3
      Use of District Equipment/Facilities ....................................................... 3
      District-wide Employee Group President ............................................... 3

2. **Professional Staff Personnel Rights**
   A. Salary Administration (Employment) ........................................................ 5
   B. Anniversary Credit ..................................................................................... 8
   C. Administrative Reassignment.................................................................... 8
   D. Temporary Administrative Reassignment ................................................. 9
   E. Working out of Scope .............................................................................. 10
   F. Reclassification ....................................................................................... 10
   G. Current Listing of All Position Titles by Grade ......................................... 10
   H. Salary Increases ....................................................................................... 10
   I. Salary Schedules ...................................................................................... 10
   J. Employee Assessment and Development Plan ....................................... 11
   K. Probation ................................................................................................. 11
   L. Termination, Layoff, and Relocation ....................................................... 12
   M. Separation Pay ......................................................................................... 14

3. **Professional Staff Employment Conditions**
   A. Employment Categories .......................................................................... 15
   B. Work Year/Work Day .............................................................................. 15
   C. Extended Employment ............................................................................ 15
   D. Hours of Work ......................................................................................... 16
   E. Hardship .................................................................................................. 16
   F. Rest Periods ............................................................................................. 16
   G. Pay Differentials ...................................................................................... 16
   H. Premium Pay/Compensatory Time ......................................................... 17
   I. Special Consideration Pay Definitions ..................................................... 18
   J. Certifications ........................................................................................... 18

4. **Professional Staff Employee Benefits**
   A. Disability Benefits Program ..................................................................... 19
   B. Unpaid educational leave of absence ..................................................... 19

5. **Effect of Policy**
   A. Separation ............................................................................................... 20
   B. Statement of Good Faith .......................................................................... 20
   C. Duration................................................................................................... 20
   D. Renewal and Process for Successor Agreement(s) .................................. 20
   E. Glossary—Definition of Terms ................................................................. 20

---

PSA Policy: Effective August 1, 2014

---
## APPENDICES

**General Professional Growth Statement** ............................................................. 23

**Appendix A: Professional Staff Association Development Policy**
A. Philosophy ........................................................................................................... 25
B. Committee .......................................................................................................... 25
C. Eligibility .............................................................................................................. 25
D. Release Time ...................................................................................................... 26
E. Applications ......................................................................................................... 26
F. Appeal Process ................................................................................................... 27
G. Reimbursement .................................................................................................. 27
H. Funding ............................................................................................................... 27

**Appendix B: Paid Educational Leave**
A. Philosophy ........................................................................................................... 28
B. Committee .......................................................................................................... 28
C. Eligibility .............................................................................................................. 28
D. Application Requirements .................................................................................. 28
E. Compensation, Restrictions, and Return to Work .......................................... 29
F. Funding ............................................................................................................... 30

**Appendix C: Professional Staff Internship Policy**
A. Philosophy ........................................................................................................... 31
B. Committee .......................................................................................................... 31
C. Eligibility .............................................................................................................. 31
D. Application Forms ............................................................................................ 31
E. Seminar/Workshop/Travel ................................................................................ 32
F. Compensation and Return Rights .................................................................... 32
G. Funding ............................................................................................................... 32

**Appendix D: Professional Staff Association Summer Conference**
A. Philosophy ........................................................................................................... 33
B. Funding ............................................................................................................... 33
C. Release Time ...................................................................................................... 33
D. PSA President-Elect Bridge (PEB) .................................................................. 33

**Appendix E: Reclassification** .............................................................................. 34

**Appendix F: All CPD** .......................................................................................... 35
1. PROFESSIONAL STAFF ASSOCIATION RIGHTS

A. Recognition: The Maricopa County Community College District Governing Board recognizes the Professional Staff Association, to be the official representative of regular full-time professional staff employees in all grades (see http://www.maricopa.edu/employees/divisions/hr/jobs/descriptions/browse/group:3 for a complete up-to-date listing of PS titles and grades).

Operational Funding

1. A professional staff employee in any grade whose salary is funded fifty percent (50%), or more, from monies generated by operational funds and/or student fees are covered by these policies.

2. Specially funded positions are the result of an internal or external funding proposal or a college approved fee generating program. The policies governing the selection, employment and benefits for specially funded positions are contained in the Specially Funded Policy Manual. Positions established at fifty-one percent (51%) or more, from special funds will be governed by the Specially Funded Policy Manual, (unless those positions are designated by the College President/Vice Chancellor not to be specially funded. Designated positions will then be covered under their respective policy manual(s).)

3. The College President/Vice Chancellor of Human Resources or designee identifies funding source prior to position posting.

B. Collaborative Policy Development:

1. The Professional Staff Association Executive Board and a minimum of two (2) elected CPD representatives will act as the official representatives for all Professional Staff employees.

2. The membership of the Professional Staff team will be modified in accordance with Professional Staff requests.

3. The parties will continue a joint review with the intent to improve and simplify the process of policy development.

4. Working with the Executive President of the Professional Staff Association, the CPD Team will provide necessary information to facilitate productive discussions.

5. Executive representatives from the Professional Staff Association, along with CPD representatives will convene on a regular basis for the purpose of articulating this policy agreement regarding change with respect to governance, benefits, and all other terms and conditions. PSA is currently part of All-CPD/IBN Team and meets every other week or when necessary with ALL-CPD representatives for PSA regarding, but not limited to, the Staff Policy manual, PSA Policy, and the budget development cycle to address common fiscal issues. Any fiscal issues related solely to PS employees will continue to be addressed during regular collaborative policy development meetings.

6. Executive representatives from the Professional Staff Association, along with CPD representatives, will meet every other week or when necessary, to update this policy manual. At all meetings the parties agree to work diligently to reach an agreement on issues that are brought for discussion in a timely manner. After reaching an agreement between the parties, changes will be presented to Professional Staff Executive Council for their action. Following approval by the Professional Staff, modifications to these policies will be forwarded for
consideration to the Chancellor/Board. Upon approval, Human Resources staff will be responsible for communicating changes to Professional Staff and other appropriate District staff members. The written policy changes will be disseminated as soon as possible following Chancellor/Board approval. If only minor changes are made to the policy manual in an off-cycle year, changes may be disseminated to PSA via an addendum that includes a referral to the HR policy document website at: http://www.maricopa.edu/employees/divisions/hr/managing/policies for the revised policy manual.

7. No changes may be made to the PSA policy manual without first receiving approval from the PSA CPD group except as noted under “Technical Changes.”

Technical Changes:

8. For the purposes of efficiency, Human Resources has unilateral authority to approve technical changes to the PS Policy Manual as long as the proposed change does not change the intent of the article / section. Prior to approving such changes, Human Resources will submit them to the PS Executive Board for its review.

C. Policy Interpretation: Contested interpretation of existing policy (excluding individual grievances against violations of this policy manual) or situations which develop requiring new policy may be brought to the Vice Chancellor of Human Resources or designee by the Professional Staff Association Executive Board. If unable to reach agreement, the parties will submit recommendations to the Chancellor for consideration. If the Chancellor’s decision requires a change in existing policy or establishes new policy, the Chancellor will submit an item to the Governing Board for action. The Chancellor will submit his/her recommendation for Governing Board consideration within thirty (30) days after the matter was referred.

D. Employee/Association Rights

Meetings:

1. Professional Staff employees will, during hours of accountability, and with advance approval from their supervisor, be permitted and encouraged to participate in District or College meetings, Task Forces, Committees, or other special sessions, or district sponsored training without loss of compensation, vacation, or personal time. Release time will include reasonable travel time to and from the meeting/training location.

2. The Professional Staff Association Executive Board and additional team members will be permitted release time for preparation and involvement in the collaborative policy development process. The Vice Chancellor of Human Resources or designee will be responsible for notifying the appropriate College/District personnel regarding this release time.

3. Employees will be encouraged to participate in Professional Staff Association general meetings, e.g. one (1) District PSA meeting per month, district Professional Staff Association Executive Board meetings as needed, one (1) college PSA meeting per month, one (1) college PSA executive board meeting per month, and special meetings as called. (Attendance at the above mentioned PSA meetings is subject to departmental workload, but it is assumed that members of the Professional Staff will generally be permitted to attend these important District related meetings).
4. The District recognizes that the personal life of an employee is not an appropriate concern of the College/District provided it does not affect the employee's effectiveness in fulfilling his/her professional obligation(s).

5. Professional Staff employees may volunteer at MCCCD events outside their regular duties and regular hours. Please see the following links for more information: http://www.maricopa.edu/legal/dp/inbrief/labor.htm (regarding FLSA & Volunteers) and http://www.maricopa.edu/legal/dp/inbrief/volunteers.htm (regarding liability).

6. Nothing in this policy will be construed to deny or diminish any rights that an employee has under the law.

7. All PS employees shall be accorded treatment by their supervisors and fellow employees in a manner befitting the professionalism of both parties. All PS employees will be treated with mutual respect and equity. For more information, see Maricopa Governance Governing Board Policies (http://www.maricopa.edu/publicstewardship/governance/boardpolicies/govprocess.php).

8. No Professional Staff employee shall be suspended, terminated, or reduced in assignment or compensation without just cause.

**Governing Board Meetings:**

1. The Governing Board will provide, at each of its regular meetings, an opportunity for Professional Staff Association to make presentations.

2. The Executive President of the Professional Staff Association will be furnished notice of all meetings of the Governing Board stating date, time, and location. In addition, the Executive President will be furnished copies of all agendas, minutes, budgetary information, and study materials at the same time and in the same form as those furnished the Board.

**Use of District equipment/facilities**

1. **Equipment:** Professional Staff employees may use College/District equipment for Professional Staff Association-related activities at reasonable times provided such equipment is not otherwise in use.

2. **Supplies:** The Vice Chancellor of Human Resources/College President may provide funding for office supplies for PSA Officers. Two thousand dollars ($2000) will be provided for any operating expenses.

3. **Facilities:** Professional Staff employees may use College/District facilities for Professional Staff Association purposes at reasonable times provided such facilities are not otherwise in use.

4. **Office space:** Furnished office space, office supplies, technology, and telephone will be provided for the district-wide Professional Staff Association Executive President at the District Office.

**District-wide Employee group president:**

1. The parties recognize that there will be legitimate District wide commitments that will require the attention of the Executive President of PSA. These commitments are identified primarily by those activities and meetings where the Executive President of PSA is the official representative of the employee group and is asked to serve by the Chancellor.
2. The Professional Staff Association Executive President will be given release time to attend to Professional Staff business during hours of accountability. Funding for such replacement will be borne by the district.

3. If replacement is deemed necessary the position vacated by the Executive President may be filled on a temporary basis only. At the end of the fiscal year of the Executive President’s term he/she will return to his/her previous position at the appropriate grade and step.

4. Professional Staff Association participation on screening committees shall be utilized in the screening of new college and District executive administrative personnel (CEC and MAT grade 21). The college PSA President will recommend Professional Staff employee(s) to serve on screening committees for college executive administrative personnel. The District PSA Executive President will recommend Professional Staff employee(s) to serve on screening committees for District executive administrative positions.

5. The members of the PSA Executive Board will be remunerated for their active participation in the Professional Staff Executive Board, not to exceed a total of six thousand dollars ($6000) allocated for the fiscal year, to be split equally among participating board members.
2. PROFESSIONAL STAFF PERSONNEL RIGHTS

A. Salary Administration (Employment)

Internal Hire Placement: An applicant’s qualifications will be evaluated thoroughly at the time of initial appointment, based upon verified work experience and official transcripts of academic work. The appropriate Human Resources staff or designee will be responsible for equating these qualifications to the minimum eligibility requirements and for step placement.

Formal education credit for current employees: After July 1, 2002, step placement for formal education will follow the chart below. All Degrees must be awarded from a regionally accredited institution of higher education. If the employee is not step eligible, compensation shall be at the rate of a one-time stipend equivalent to a step.

<table>
<thead>
<tr>
<th>Degree</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate’s degree</td>
<td>+1 Step/Stipend, if eligible: If the employee is not step eligible, compensation shall be at the rate of a one-time stipend equivalent to a step. (See Note #1)</td>
</tr>
<tr>
<td>Bachelor’s degree</td>
<td>+1 or 2 Steps/Stipends, if eligible: If the employee is not step eligible, compensation shall be at the rate of a one-time stipend equivalent to a step. (See Note #2)</td>
</tr>
<tr>
<td>Master’s Degree</td>
<td>+1 Step/Stipend, if eligible: If the employee is not step eligible, compensation shall be at the rate of a one-time stipend equivalent to a step. (See Note #3)</td>
</tr>
<tr>
<td>Doctorate OR Juris Doctor Degree</td>
<td>+1 Step/Stipend, if eligible: If the employee is not step eligible, compensation shall be at the rate of a one-time stipend equivalent to a step. (See Note #4)</td>
</tr>
<tr>
<td>Maximum Step Level</td>
<td>Top step of current salary schedule</td>
</tr>
</tbody>
</table>

Note 1: If a step or stipend has not been previously awarded for an Associate’s degree, or sixty (60) semester hours (60 semester hours applies if earned prior to July 1, 2002).

Note 2: If a step or stipend has not been previously awarded for an Associate’s degree, or sixty (60) semester hours, two (2) steps (or one stipend for each degree) will be awarded for the completion of the Bachelor’s degree (effective July 1, 2008). If a step has previously been awarded for an Associate’s degree or sixty (60) semester hours, one (1) step or stipend will be awarded for the completion of a Bachelor’s degree.

Note 3: No employee may be granted or earn more than three (3) such steps.

Note 4: The effective date for this change is 7/1/06. If an employee has obtained a Doctorate or Juris Doctor Degree before July 1, 2006, s/he may not receive a step or stipend retroactively.

1. An employee completing formal education as noted in this section will be granted, if applicable, a step increase in his/her salary grade or a one-time stipend equivalent to a step. The step increase or stipend will be effective the first day of the pay period following submission of official transcripts to District Human Resources.
2. An employee who is at the top of his/her salary scale and has completed (since July 1, 2002) formal education as noted in this section and has not received salary credit for same, will receive a one-time stipend equivalent to a step in the pay period following submission of official transcripts to District Human Resources. In the event that two [2] educational increments have been earned and neither has been recognized with salary credit, an employee will receive a one-time stipend equivalent to a step for each degree earned (effective July 1, 2008).

3. When a Classified Professional Staff employee is interviewing for an MCCCDD position, release time will include the duration of the interview and travel time to and from the interview location.

4. Classified Professional Staff employees cannot supervise or evaluate other Professional Staff employees. Employees in Pay Grade 10 may direct the work of other employees if stated in their job descriptions. Directing the work of temporary employees/student employees is permitted.

Salary Placement for a Current Employee in a Specially Funded Position:

1. If a current PS employee takes (or has taken) a specially funded position, then they retain PS right to salary step increases. If the Specially Funded position becomes an Institutionally Funded position and the employee applies for and accepts the position, then they may be placed above Step 4 if applicable. Their salary may be calculated at a rate closest to, but not less than their current salary, up to the top of scale. In no case will the employee be redlined by being placed above the top of scale. All salary placements must be approved by the College President/Vice Chancellor and PSA Executive President.

2. An employee is eligible to move to the next step, if a step is granted, on the appropriate salary schedule on July 1, regardless of the hire date.

3. A Professional Staff employee accepting a position within another employee group will receive at least the minimum salary placement as stated in the appropriate policy manual.

4. An employee applying for and accepting a position at a lower grade will be placed on the salary schedule at the lower grade closest to the employee’s current salary. (For administrative reassignment refer to Section 2C). If the salary falls between steps, the employee will move to the higher step in the lower grade. If the salary exceeds the maximum in the lower grade, the employee will accept the salary at the maximum in the lower grade.

5. Employees selected for a higher level Professional Staff positions must have at least the qualifications for the grade on which the position is placed.

6. It will be the employee’s responsibility to provide the appropriate Human Resources staff with the necessary validated administrative documentation of additional credits and/or degrees earned. These documents will be placed into the employee’s official file.

7. A current employed staff member who accepts or is reassigned to a position at a higher grade will receive salary placement at a step in the new grade which is closest to but not less than ten percent (10%) higher than the current salary, and complies with 2A10. In addition, the employee may exercise all rights granted to external candidates in the course of establishing hiring terms, salary placement, and conditions up to a maximum of step 4. The appropriate Vice Chancellor/President may grant additional steps to meet unique needs of the District. The PSA Executive President will be notified if additional steps are granted.
8. If the ten percent (10%) brings the employee’s salary beyond the top published step of the higher grade, the employee will be placed on the top published step of the higher grade. A redlined employee who is promoted will be placed on the top published step of the higher grade. An employee whose current salary is higher than the top published step of the higher grade will not receive any increase or decrease related to the promotion.

9. If a salary increment is due the employee at the time of selection, it will be credited and applied in the determination of the new salary step.

10. The selected employee will be paid at the higher grade within ten (10) working days of their acceptance of the job offer (effective July 1, 2008).

**New External Hire Placement:**

1. Initial salary placement for new employees. After July 1, 2002, step placement will follow the chart below. All Degrees must be awarded from a regionally accredited institution of higher education. Education credit and MCCD experience credit is subject to verification of official transcripts/proof of employment by District Human Resources. No new employee may be placed higher than step 4 on the salary chart.

<table>
<thead>
<tr>
<th>Initial Placement</th>
<th>New Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Associate’s degree</strong></td>
<td>Step 1</td>
</tr>
<tr>
<td>+1 Step</td>
<td></td>
</tr>
<tr>
<td><strong>Bachelor’s degree</strong></td>
<td></td>
</tr>
<tr>
<td>(see Note #5)</td>
<td>+1 Step or +2 Steps, if eligible</td>
</tr>
<tr>
<td><strong>Master’s Degree</strong></td>
<td></td>
</tr>
<tr>
<td>+1 Step</td>
<td>+1 Step, if eligible</td>
</tr>
<tr>
<td><strong>MCCD Experience:</strong></td>
<td></td>
</tr>
<tr>
<td>(Three (3) or more years of MCCD experience in any or all of the following categories: part-time, OYO, OSO, specially funded or regular employee).</td>
<td></td>
</tr>
<tr>
<td>+1 step, if eligible</td>
<td></td>
</tr>
<tr>
<td><strong>Outside Work-Related Experience:</strong></td>
<td></td>
</tr>
<tr>
<td>(Must have five (5) or more years of related work experience (can combine MCCD experience with other related work experience), may be granted one (1) experience step, if eligible.)</td>
<td>+1 step, if eligible</td>
</tr>
<tr>
<td><strong>Maximum Step Level</strong></td>
<td>Step 4</td>
</tr>
</tbody>
</table>

**Note 5:** If the New Employee has not earned an Associate’s degree, but has earned a Bachelor’s degree, two (2) steps will be awarded for the Bachelor’s degree. If the New Employee has earned both an Associate’s degree and a Bachelor’s degree, one (1) step will be awarded for the Bachelor’s degree.

2. A new or regular board approved employee, who has three (3) or more years of MCCCD work experience, may be granted one experience step, if eligible. A new or regular board approved employee must have worked for MCCCD in any of the following categories for three (3) years, to be eligible for the experience step: part-time, OYO, OSO, specially-funded, or regular employee. Part-time experience is additive to equal years of service--1700 hours would equal one year of experience. Adjunct experience will be calculated as 30 credit hours equaling one year. OSO positions are also additive (that is, two OSOs equal one year). However, the College President/Vice Chancellor may grant additional steps to address special circumstances for
individuals with three (3) or more years of MCCCD experience as described above. No new employee may be placed higher than step 4 on the salary chart.

3. A new external employee, who has five (5) or more years of related work experience, may be granted one experience step, if eligible. Prior MCCCD experience, as defined in paragraph above, can be included in the work experience calculation if a step has not already been given for MCCCD experience (effective July 1, 2008). Part-time experience is additive to equal years of service--1700 hours would equal one year of experience. Adjunct experience will be calculated as 30 credit hours equaling one year. OSO positions are also additive (that is, two OSOs equal one year). However, the College President/Vice Chancellor may grant additional steps to address special circumstances for individuals with five (5) or more years of related experience as described above. No new employee may be placed higher than step 4 on the salary chart.

Salary Placement for an External Employee in a Specially Funded Position:

If an external person takes (or has taken) a specially funded PS position and is in that position for three years and the position becomes Institutionally Funded, then the employee may be placed above Step 4 if applicable. Their salary may be calculated at a rate closest to, but not less than their current salary, up to the top of scale. In no case will the employee be redlined by being placed above the top of scale. All salary placements must be approved by the College President/Vice Chancellor and PSA Executive President.

B. Anniversary Credit

1. A one (1) step increase will be granted to any employee not at the maximum of his/her salary schedule on the anniversary date, ten (10) years from date of hire as a regular employee with the Maricopa County Community College District.

2. An employee who is at the top of his/her grade or is redlined, will receive a one thousand dollar ($1000) payment on the payroll immediately following his/her ten (10) year anniversary month. No payment will be made to an employee who has previously received credit for a ten (10) year anniversary increment.

3. Effective July 1, 2008, a one-step increase will be granted on an employee’s anniversary date when twenty (20) years of service in a paid status are completed with the District. An employee at the top of his/her grade will receive a one-time stipend equivalent to a step on the payroll immediately following his/her twenty (20) year anniversary.

4. An employee who is at the top of his/her grade will receive a one thousand five hundred dollar ($1500) payment on the payroll immediately following his/her thirty (30) year anniversary month. If not at the top step, a one-step increase will be granted on the 30 year anniversary. This policy is effective for anniversaries occurring on or after July 1, 2008.

C. Administrative Reassignment

Management Initiated/Involuntary Reassignment: A reassignment initiated by the college/district office management personnel. The Professional Staff employee will not be required to serve a new probationary period.
**Employee Initiated/Voluntary Reassignment:** An employee requests, in writing, to be reassigned to another position. The Professional Staff employee will be required to serve a new two (2) month probationary period. Request must be submitted to Vice Chancellor/College President.

1. An administrative reassignment is approved by the appropriate College President/Vice Chancellor.

2. Except in critical situations, or where all parties agree, an employee who is reassigned will be notified in writing, prior to reassignment, by District Human Resources. Written detailed confirmation will be sent by District Human Resources within ten (10) working days.

3. An employee may be reassigned to a position at a lower grade, the same grade, or a higher grade.

4. If the involuntary reassignment is to a lower grade, the employee’s current salary will remain in effect until the salary schedule is revised, and/or a step is granted. This action may necessitate that an employee’s salary will be off schedule (not on step) until the next step is granted.

5. If the reassignment is to an equal grade, the salary will remain the same.

6. If the reassignment is to a higher grade, salary placement will follow these guidelines: *If the ten percent (10%) brings the employee’s salary beyond the top published step of the higher grade, the employee will be placed on the top published step of the higher grade. A redlined employee who is promoted will be placed on the top published step of the higher grade. An employee whose current salary is higher than the top published step of the higher grade will not receive any increase or decrease related to the promotion.* Any change to salary will be effective the first day of the assignment. Accumulated sick leave, vacation credits, and all benefits to which employee is entitled, will take effect as of the date of the reassignment.

7. An employee who is voluntarily reassigned to a lower grade will be placed on the salary schedule at the lower grade closest to the employee’s current salary. If the salary falls between steps, the employee will move to the higher step in the lower grade. If the salary exceeds the maximum step in the lower grade, the employee will accept the salary at the maximum step in the lower grade.

8. A Professional Staff employee who has been involuntarily reassigned is not subject to a probationary period.

9. Affected Professional Staff shall have the right to appeal such reassignment using the Grievance procedure.

**D. Temporary Administrative Reassignment**

1. A temporary administrative reassignment will generally be for a maximum of two (2) years. An employee temporarily reassigned to any policy group must meet District hiring qualifications. Temporary reassignments to a higher grade will be paid at least 10% higher than the employee’s current salary.

2. A Professional Staff employee who accepts an OSO (one semester only), OYO (one year only), or specially funded position will have reversion rights to his/her former position for one year only. If the temporary assignment is extended, exception to this section may be made through written mutual agreement by the employee, and by the current and new supervisors. This means if agreed upon, the employee will have reversion rights to their previous position.
3. A regular Professional Staff employee may voluntarily be reassigned temporarily to a different position with the consent of both the employee’s immediate supervisor and the immediate supervisor under the proposed re-assigned position. The employee shall have reversion rights to the employee’s previous Professional Staff position at the conclusion of service in the temporary re-assignment. The temporary assignment may be extended upon the written agreement of the Professional Staff employee and both the aforementioned supervisors. If the temporary assignment is so extended, the reversion rights as provided herein shall automatically be extended as well.

4. In the case of special pilot projects, the temporary administrative reassignment may continue for the life of the pilot initiative, with the concurrence of the appropriate Human Resources staff. At the end of the pilot period, the College/District will determine if regular budgeted positions should be created.

5. At the end of the temporary reassignment, if the position is to be filled, it shall be by administrative reassignment, transfer, or posting. If the administratively reassigned employee is not hired for this position, he/she will return to his/her previous position at the appropriate grade and step. The employee will receive all salary (grade and step) adjustments that would have occurred in the prior position while reassigned.

E. Working out of Scope

1. An employee may work out of scope, at the discretion of the College President or Vice Chancellor, without change in status not to exceed thirty (30) working days.

F. Reclassification

1. The reclassification process (see Appendix 5) will be handled through committees at the various Colleges/District. A District wide Job Evaluation Committee, consisting of one representative from each campus (appointed by the College president), one Wage and Salary representative, and a member appointed by the Vice Chancellor of Human Resources or designee, will forward recommendations to the Vice Chancellor of Human Resources or designee regarding reclassification. If the committee has no Professional Staff member, the Vice Chancellor of Human Resources or designee will add an additional committee member who is part of the Professional Staff employee group.

2. The procedures regarding reclassification actions will be recommended by the District-wide Job Evaluation Committee and approved by the Vice Chancellor of Human Resources or designee.

3. If a reclassification request is sustained, salary increase will be retroactive to the first day of the pay period following submission of the request to the immediate supervisor.

G. Current Listing of All Position Titles by Grade

1. Please see http://www.maricopa.edu/employees/divisions/hr/jobs.descriptions/browse/group:3 for a complete up-to-date listing of PS titles and grades.

H. Salary Increases

1. The Governing Board will instruct the Vice Chancellor of Human Resources or designee to examine prevailing practice in both public and private sectors as they relate to compensation for employees who have reached the top of their assigned pay grades.
I. **Salary Schedules**

1. See [http://www.maricopa.edu/employees/divisions/hr/salary/schedules](http://www.maricopa.edu/employees/divisions/hr/salary/schedules) or call District Human Resources for a hard copy of the current PS: 12 month 10 month, 9 ½ month, 9 month and hourly salary schedules.

J. **Employee Assessment and Development Plan**

1. The purpose of an employee assessment and development plan is to assist in the improvement of job performance, develop the supervisory/employee relationship, and serve as a useful tool in the growth and the development of the individual employee.

2. The assessment process will include job knowledge, quality of performance, quantity of performance, self-management, customer service, team support and specific job criteria.

3. An Employee Assessment and Development Plan will be given to all employees between April 1 and July 31 of each year. Employee Assessment and Development Plans outside the established schedule may be requested by either the employee or supervisor. Assessments required during probationary periods are in addition to the above.

4. The signatures are required on the assessment form to acknowledge that a discussion was held. The employee’s signature is not to be construed as an agreement with the assessment. Assessment received in the District HR Solutions Center without signatures will not be accepted as complete and are to be returned to the supervisor/employee whose signature is missing. The employee has ten (10) working days of the initial discussion to attach a rebuttal.

5. No alterations or additions will be made to an assessment form once it has been signed by the employee and the supervisor. The employee may, at any time, review the assessment forms previously filed in his/her official personnel file. An employee may request a copy of his/her assessment through the District HR Solutions Center.

6. Assessments must bear the signature of the employee or a written indication that the employee reviewed the assessment and refused to sign it. Assessment lacking one or the other verification will be returned to the assessor and will not be placed in the employee’s official MCCCD personnel file.

7. The District recognizes that the personal life of an employee is not an appropriate concern of the College/District provided it does not affect the employee’s effectiveness in fulfilling his/her professional obligation(s).

K. **Probation**

**Probation – New Hires:**

1. The probationary period for an employee starts the first day worked following Governing Board approval.

2. New employees will be considered to be in probationary status until they have completed six (6) months of employment after Governing Board approval. If a new employee accepts another position while they are still on their initial probation, they must serve a new six (6) months of probation starting with the new hire date.
3. A thirty (30) working day extension of the probationary period may be authorized by the Vice Chancellor of Human Resources or designee upon written request of the appropriate College President/Vice Chancellor. Such an extension must be based on a written indication of the deficiencies present and the steps which must be taken in order to address those deficiencies. The employee must receive a copy of the reasons for the extension of the probationary period.

4. An assessment will be completed by the supervisor within a reasonable time at the end of the probationary period, not to exceed 30 days.

5. An employee unable or unwilling to meet the job and attitude requirements may be terminated at any time during the probationary period upon the recommendation of the supervisor and with the approval of the Vice Chancellor of Human Resources or designee.

**Probation – Internal Transfers**

1. The probationary period for an internal transfer employee starts the first day of work in his/her new position.

2. A current employee who applies for and receives a new position will serve a new two month probationary period. An assessment will be completed by the supervisor within a reasonable time at the end of the probationary period, not to exceed 30 days.

3. A thirty (30) working day extension of the probationary period may be authorized by the Vice Chancellor of Human Resources or designee upon written request of the appropriate College President/Vice Chancellor. Such an extension must be based on a written indication of the deficiencies present and the steps which must be taken in order to address those deficiencies. The employee must receive a copy of the reasons for the extension of the probationary period.

4. An employee unable or unwilling to meet the job and attitude requirements may be terminated at any time during the probationary period upon the recommendation of the supervisor and with the approval of the Vice Chancellor of Human Resources or designee.

5. In the event the employee is not successful in the new assignment, the appropriate Human Resources staff will work with the employee to identify other vacant positions for which the employee might be qualified. If a determination is made that the new position is not in the best interest of the employee or the college/unit, through mutual agreement of the President/Vice Chancellor and the employee, the employee will be returned to his/her previous position if the position is still open or the employee will be reassigned to an equivalent position.

6. Current employees who are on probation because they have either been voluntarily reassigned or have taken a new Professional Staff position within the District are not covered by the policy manual unless specified within the manual. For example, such employees do not have rights under the following policy manual sections: Corrective Action Procedure (SPM-C-4) and Involuntary Termination (2L1). During probation the following two policies take precedence over these policy sections:

7. Employees who are voluntarily reassigned serve a new two (2) month probationary period as defined in Section F, *Employee Initiated/Voluntary Reassignment*.

8. A reclassified employee is not required to serve a new probationary period.

**L. Termination, Layoff and Relocation**

**Voluntary termination**
1. Two (2) weeks prior to resignation, the employee will provide a letter of resignation to the supervisor and the District HR Solutions Center. The employee may schedule an exit interview with his/her immediate supervisor and/or the College President/appropriate Vice Chancellor.

**Involuntary termination**

1. An employee may be terminated for cause. Before termination for cause is undertaken, careful analysis of all circumstances will be made by the Vice Chancellor of Human Resources or designee. The employee will receive a written notification of the charges and underlying evidence resulting in the recommendation of termination.

2. The PSA employee shall have the right to a hearing by filing a written request with the Vice Chancellor for Human Resources or designee within five (5) working days after having received the written notification of the charges and underlying evidence resulting in the recommendation of termination. The filing of a timely request shall suspend the dismissal procedure, pending completion of the hearing.

3. Upon a timely request, a Hearing Committee shall be constituted and shall be composed of the following three (3) employees, one (1) College President appointed by the Chancellor, one (1) employee selected by the President of the applicable employee group and one (1) employee selected by the employee. All committee members must be selected from colleges other than the college where the employee who was dismissed was assigned.

4. The Hearing Committee shall select a Chair. Unless the parties stipulate to extend the time beyond which is set forth below, the Chair shall conduct a meeting with the employee and his/her representative no later than twenty (20) working days after the formation of the committee for the purpose of exchanging exhibits, witness lists and summaries of witness testimony. The Chair may choose to deny admission of an exhibit(s) or witness testimony for failure to comply with this section.

5. Unless the parties otherwise agree, the Hearing Committee shall conduct the hearing no later than ten (10) working days after the exchange of information detailed in the above section. Prior to the hearing, the employee must declare, in writing, whether he/she wishes the hearing to be made public or in closed session. The employee may attend the hearing; present testimony, evidence or statements, oral or written, in his/her behalf; and be represented by legal counsel or other representative.

6. Within five (5) working days after completion of the hearing, the Hearing Committee shall provide the Chancellor with a written summary of the evidence that was presented during the hearing. In addition the Hearing Committee shall render binding written findings of fact and conclusions of law and forward same with its recommendation regarding the appropriateness of the dismissal to the Chancellor.

7. After receiving the Hearing Committee's summary of evidence, findings of fact and conclusions of law, the Chancellor may meet with the Hearing Committee to clarify the summary of evidence, findings of fact and conclusions of law. The Chancellor shall have twenty (20) working days in which to review the recommendation regarding dismissal. The Chancellor may adopt the recommendation and forward same with the summary of the evidence, a copy of the findings of fact, conclusions of law and the Hearing Committee's recommendation to the Governing Board.
8. The Governing Board may choose to meet with the employee and/or his/her representative and a representative of the administration in executive session (the employee may choose to have this meeting in public) to hear arguments regarding the appropriateness of the Chancellor's recommendation regarding dismissal. The length of the meeting shall not exceed one (1) hour.

9. The Governing Board, at a public meeting, shall render the final decision regarding the employee’s appeal. A copy of the final decision shall be sent (U.S. certified or registered mail) to the employee at his/her place of residence as recorded in District records.

10. The time limits in this section may be extended only by the mutual written agreement of the parties or as the result of unforeseeable circumstances.

11. No adverse personnel action shall be taken against any employee, representative, or other participant in the Hearing Process by reason of such participation.

12. The pay of the employee shall continue during the Hearing process and not end to the date of the decision of the Governing Board.

13. With voluntary/involuntary termination, an employee waives all rights that he/she has had as an employee and should be treated as a new employee should he/she return to the District.

**Layoff for lack of work or funding**

1. Layoff severs an employee’s service due to lack of work suitable to the employee’s particular qualifications and capabilities. The employee will be given verbal and written notification of impending layoff as far in advance as possible, but in no case will the employee receive less than six (6) weeks working days notification. The employee will be allowed to apply through the internal process, providing they meet the minimum requirements. If re-employed within one year of the layoff, employees will accrue vacation hours at the same rate per pay period at the time they were terminated due to the layoff. Should there be need for additional training; a written plan will be agreed to by the employee and appropriate unit supervisor, and the Coordinator of Employee Relations or designee. This plan shall not exceed one year.

2. For the purpose of layoff, a Professional Staff employee will be transferred on the basis of seniority as defined in the following order:

   - Paid time in service within the District
   - Paid time in service within the classification

**Death**

1. In the event of an employee’s death, the legal heir(s) will be entitled to the following:

2. Any unpaid compensation due to the employee.

3. Any earned but unused vacation time pay due to the employee. An employee covered by this agreement who is eligible and who has a minimum of ten (10) years’ service credit, at the time of death, will have his/her final pay adjusted to reflect payment, on a proportional basis, for any unused accumulated sick leave allowance.

4. Any pertinent benefits accrued to the employee as a result of participation in the Maricopa Community Colleges Flexible Benefits Plan (except as expressly excluded [e.g. unused time accrued] or as expressly stated [e.g. life insurance]).
M. Separation Pay

1. Upon voluntary termination, the employee will receive any salary due him/her within two (2) weeks of the last date of employment, and any other unpaid compensation will be paid by the next pay cycle, providing that all necessary verification has been received.

2. Upon involuntary termination, the employee will receive any compensation due him/her within three working days (72 hours) or the next scheduled payday, whichever is sooner.
3. PROFESSIONAL STAFF EMPLOYMENT CONDITIONS

A. Employment Categories

Regular employees

1. Regular full-time employees are employees working thirty (30) hours or more per week, occupying budgeted positions as specified by Governing Board action. These employees are eligible for all employee benefits as defined in the Benefits Manual.

Special Considerations

2. A regular Professional Staff employee who has accepted any position within Professional Staff, regardless of the funding source, will retain all rights and privileges as appropriate under the Professional Staff policy manual and will continue to accrue service credit.

B. Work Year/Work Day

Months of work. Exact dates for categories listed in paragraphs 3B1, 3B2, 3B3, and 3B4 below, and exceptions to the standard approved calendars must be approved by the College President/Vice Chancellor.

1. A twelve (12) month employment period is identified as the fiscal year beginning July 1 and extending through June 30.

2. A ten (10) month employment period is identified as a period of two hundred fifteen (215) consecutive work days, 1,720 hours. The standard calendar will be established by Human Resources.

3. A nine and one-half (9 1/2) month employment period is identified as a period of two hundred five (205) consecutive work days, 1,640 hours. The standard calendar will be established by Human Resources.

4. A nine (9) month employment period is identified as a period of one hundred ninety-five (195) consecutive work days, 1,560 hours. The standard calendar will be established by Human Resources.

C. Extended employment

1. Any work beyond the periods of employment specified above will be considered as extended employment and may be approved (upon the recommendation of the immediate supervisor) by the appropriate College President/Vice Chancellor.

2. An employee who is asked to accept an extended employment assignment will be notified at least fifteen (15) working days prior to the assignment.

3. Any work beyond the period specified in the contractual agreement for employment will be considered extended, and the employee will accrue no benefits.

4. An employee on extended employment and/or project basis will receive the same rate of pay normally paid to other employees performing the same type of job.

5. Acceptance of extended employment is at the option of the employee. There will be no reprisals against any employee who does not accept an extended assignment.

D. Hours of work
1. The only acceptable documentation for use in this record keeping is the non-exempt Work Schedule in HRMS. Each employee is responsible for recording their own time into HRMS. Supervisors and employees will share responsibility during “employee deadline” for time and labor.

2. Standard work hours will consist of a forty (40) hour work week. The standard week will be no more than five (5) days within a seven (7) day period. Assignment of work hours will be made through the Office of the College President/Vice Chancellor to provide adequate coverage for the various service areas.

3. Major changes in work schedules must be approved by the College President/Vice Chancellor. An Employee may initiate a request for a flexible working schedule to his/her supervisor. A flexible working schedule may be arranged provided it falls within the Fair Labor Standards Act definition of "work week", complies with FLSA record keeping standards, and does not interfere with departmental operations.

4. A Professional Staff employee whose standard working hours are changed will be given ten (10) working days' written notice prior to the effective date of the change.

5. Flex scheduling is employee driven and cannot be required by a supervisor to avoid overtime/compensatory time/premium pay.

6. If an employee fails to appear for work on five (5) consecutive, scheduled work days and fails to communicate with his/her supervisor of his/her absence, the supervisor may deem the position abandoned and seek termination of the employee's employment. A supervisor should make a reasonable attempt to contact the employee during this time and document the efforts.

E. Hardship

1. A work schedule change resulting in hardship for the employee will be resolved by the Grievance Procedure.

F. Rest Periods

1. Meal Break - A meal break accommodation outside the normal one (1) hour meal break will be mutually agreed upon by manager and employee.

2. The scheduling of rest periods will be the responsibility of the supervisor and employee.

3. Each employee will be allowed a fifteen (15) minute rest period during the first four (4) hours worked and a fifteen (15) minute rest period during the second four (4) hours worked.

G. Pay Differentials

1. A evening differential of forty cents ($.40) an hour will be paid, in addition to the base pay, to an employee whose regularly scheduled work day begins between 3:00 p.m. and 11 p.m. A minimum of two (2) hours beyond 3:00 p.m. must be worked to qualify for this differential. The employee will be paid an evening differential for his/her entire shift.

2. A night differential of fifty cents ($.50) an hour will be paid in addition to the base pay, to an employee whose regularly scheduled work day begins between 11:00 p.m. and 6:00 a.m. A minimum of two (2) hours beyond 11:00 p.m. must be worked to qualify for this differential. The employee will be paid a night differential for his/her entire shift.
3. For any employee not covered under 3G1 or 3G2, whose regularly scheduled work day requires him/her to work at least two (2) hours beyond 5:00 p.m., an evening differential of forty cents ($0.40) an hour will be paid, in addition to the base pay, from 5:00 p.m. until the end of the employee’s shift. A minimum of two (2) hours beyond 5:00 p.m. must be worked to qualify for this differential.

4. Employees will only be paid either an evening differential or a night differential as outlined in 3G1, 3G2, or 3G3.

5. A Saturday/Sunday differential of forty cents ($0.40) an hour will be paid, in addition to the base pay, to an employee whose regular work schedule may require him/her to work on Saturday and/or Sunday. The employee will be paid a Saturday/Sunday differential for his/her entire shift.

6. An employee will be paid a Saturday/Sunday differential in addition to an evening or night differential if they qualify, as outlined in 3G1, 3G2, or 3G3.

H. Overtime: Premium Pay/Compensatory Time

1. Overtime must be approved in advance by the appropriate supervisor or administrator.

2. Overtime will be paid at the premium rate of one and one-half (1 1/2) times the employee’s hourly rate of pay.

3. Holiday Premium Pay: An employee who works on a scheduled holiday will be paid at the holiday premium rate of time and one-half plus straight time. The employee does not need to exceed forty (40) hours in paid status to be eligible for holiday premium pay. (See SPM A-16).

4. Employees may elect to accrue compensatory time in lieu of receiving cash payment for overtime worked. Compensatory time will be earned at the rate of one and one-half hours for each hour of overtime worked.

5. Effective July 1, 1997, employees will be paid overtime or compensatory time when the hours exceed forty in any one week period. The overtime or compensatory time will be paid after forty hours of compensated time (including sick, holiday, vacation, etc.) Refer to section 3D. and 5H3. 10.10.

6. Supervisors and employees will share responsibility for keeping records of compensatory time earned and taken. The only acceptable document for use in this record keeping is the nonexempt Work Schedule in HRMS.

7. An employee may accrue up to a maximum of one hundred twenty (120) hours of compensatory time. (This equals eighty (80) hours of time worked in approved overtime status.)

8. An employee who has accrued one hundred and twenty (120) hours of compensatory time, and who works additional approved overtime hours, will be paid at the premium rate.

9. Time frame for using accrued compensatory time
   - Employees must be permitted to use accrued compensatory time within a three (3) month period.
   - If three (3) months have passed and the supervisor has not granted compensatory time off, then the premium pay will be awarded.
I. **Special consideration pay definitions:**

- **Call-back:** Professional Staff employee required to return to worksite at times outside his/her regularly scheduled workday (including sick, vacation, holiday and personal days).
- **Call-out:** Professional Staff employees required to perform work duties from home at times outside his/her regularly scheduled workday (including sick, vacation, holiday and personal days).
- **On-Call:** Professional Staff employees required to carry/respond to electronic communication devices (pagers, cellular telephones, etc.) and/or telephone other than during their regularly scheduled work days/hours (including sick, vacation, holiday and personal days).

1. **Call-back.** Professional Staff employees will receive a minimum of three (3) hours pay at the appropriate overtime. Subsequent call back during the same three (3) hour period will not result in additional overtime pay. If the work performed takes longer than three hours, the employee will be compensated for the actual amount of hours worked (including travel time) at the appropriate overtime.

2. **Call-out.** A Professional Staff employee will be paid at the appropriate rate for a minimum of thirty (30) minutes. If the required work duties take more than 30 minutes to perform the employee will be compensated for the actual time worked.

3. **On-call.** Professional Staff employees will be compensated at a rate of .25 per hour during the time they are required by their supervisors to be on-call.

4. **When a Professional Staff employee is required by his/her supervisor to be available for immediate response or emergencies 24 hours per day, they shall be compensated as follows:** $20.00 on the Professional Staff Employee's non-work day and $10.00 additional on a work day.

J. **Certifications**

1. If a Job Description requires a PS employee to obtain or maintain a certificate or certification, the PS employee will be granted release time in order to accomplish the certification or certificate program. If this cannot be accomplished during work hours, the employee will be granted Compensatory Time or Premium Pay. The cost of the certificate or certification will be absorbed through the department/campus.
4. PROFESSIONAL STAFF EMPLOYEE BENEFITS

A. Disability Benefits Program

The District will provide midterm and long-term disability (MTD and LTD) coverage in its core benefits package. Benefits under the midterm disability plan begin on the ninety-first (91st) day of disability or on the day following the date all accumulated sick leave has been exhausted, and continue through the one hundred eighty-first (180th) day of disability. The long-term disability program is administered by the Arizona State Retirement System; and benefits begin on the one hundred eighty-first (181st) day of disability. Details regarding the District’s disability benefits program are available from the Employee Benefits Office.

B. Unpaid educational leave of absence: A regular full-time employee with a minimum of three (3) years of service may be granted up to one (1) calendar year educational leave without pay subject to the following guidelines:

- The employee on educational leave will have the option of paying insurance coverage as provided through the Flexible Benefits Program.
- The granting of an unpaid educational leave of absence will be contingent upon the recommendations of the appropriate College President/Vice Chancellor and appropriate Human Resources staff.
- During the unpaid educational leave of absence, the employee must be enrolled as a full-time student and submit documentation to the supervisor.
- Vacation and sick leave benefits will not accrue during the educational leave.
- Time for leave will not be deducted from the original date of hire in determination of vacation entitlement, ten (10) year anniversary, service date, etc.
- Normal progression will continue on the salary scale.
- Upon returning from an educational leave, an employee will be assigned to his/her previous position, or to one of equal grade and step or to a position agreed to prior to the leave.
5. EFFECT OF POLICY

A. Separation

1. In the event that any provision of this policy is contrary to any Professional Staff employee policies adopted by the District prior to the effective date of this policy acceptance, the provisions of this policy will apply. In the event that any provisions of these policies will be declared invalid by any court of competent jurisdiction, such decisions will not invalidate the entire policy, it being the express intention of the parties that all other provisions not declared invalid will remain in full force and effect.

2. Any section being declared invalid will, upon the written request of either party, be a matter for the Collaborative Policy Development teams to discuss. Such discussions will be scheduled within two (2) weeks following the receipt of the written request by either party. It will be the responsibility of the Vice Chancellor of Human Resources or designee to make arrangements for such a meeting.

B. Statement of Good Faith

Both parties agree that, during the course of developing this policy, each party had the opportunity to make proposals, assess proposals, and analyze positions. The parties further agree that all obligations and benefits herein are the result of voluntary agreement. This document contains the full and complete agreement reached on issues considered. No amendment to the policy will be deemed effective unless agreed upon according to the provisions of Sections 1., 2., and 3., reduced to writing, and approved by the Governing Board.

C. Duration

This policy will become effective on August 1, 2014, and will continue in effect through June 30, 2015.

D. Renewal and Process for Successor Agreement(s)

The provisions of this policy manual will not be extended orally; and it is expressly understood that it will expire on the date indicated unless the parties, through mutual consent, agree to extend the termination date.

E. Glossary—Definition of Terms

For purposes of clarification and definition, the following terms and definitions will be applicable throughout the contents of this working agreement.

1. **Base Pay.** Base pay is the dollar amount determined by the current grade and step on the employee salary schedule

2. **Calendar day.** One day; may be a weekday, Saturday, Sunday, or holiday.

3. **Call-back.** Professional Staff employee required to return to worksite at times outside his/her regularly scheduled workday (including sick, vacation, holiday and personal days).
4. **Call-out.** Professional Staff employees required to perform work duties from home at times outside his/her regularly scheduled workday (including sick, vacation, holiday and personal days).

5. **Catastrophic Illness.** Catastrophic Illness is defined as a sudden illness/injury which is seriously incapacitating; such as, those that have the potential for permanent disability or extensive hospitalization/confine ment or death and requires immediate action.

6. **Collaborative Policy Development.** A procedure of policy review in which parties representing the Administration and Professional Staff Employees will meet in a spirit of cooperation, resulting in continuous improvement for employees. (This replaces the outdated practice of Meet and Confer.)

7. **Classification.** A position in a compensation program designed by a systematic process to determine a title, scope, duties, and qualifications according to established criteria.

8. **Compensatory time.** Time off awarded based on overtime worked, at the rate of one and one-half (1 1/2) hours of compensatory time per one (1) hour of overtime worked.

9. **District.** The total administrative and support body of the Maricopa County Community College District (MCCCD).


11. **Fiscal year.** A period of one (1) year, beginning July 1 of one calendar year and continuing through June 30 of the following calendar year.

12. **Flex-time.** With the written approval of his/her supervisor, an employee can work an alternative schedule due to special circumstances (i.e. make up time due to a medical appointment, take a class, etc.).

13. **Governing board or board.** The Maricopa County Community College District Governing Board.

14. **Immediate supervisor.** The district employee to whom the regular employee reports for work.

15. **Incident Documentation Form.** A form for supervisor to record job related behaviors either positive or negative in an accurate and consistent manner. It is not a disciplinary tool and will not be filed in the employee's personnel file.

16. **Make-up time.** When during the regular workday a regular employee is allowed to perform non-work-related functions, the employee makes up the time by working a like number of hours at some other time, usually within the same day, or work week. Requires pre-approval by the supervisor.

17. **Month.** A period from twenty-eight (28) to thirty-one (31) calendar days, e.g., February 20–March 19, December 1–December 31.


19. **On-call.** Professional Staff employees required to carry/respond to electronic communication devices (pagers, cellular telephones, etc.) and/or telephone other than during their regularly scheduled work days/hours (including sick, vacation, holiday and personal days).
20. **Overtime** Time worked in excess of forty (40) hours in any one week. Time worked means time spent (holidays, vacation, sick time, etc.) in a paid status.

21. **Pay period or payroll period.** A two (2) week period commencing the Saturday immediately following payday and extending fourteen (14) calendar days, through the following payday.

22. **Position.** A specific job within a classification to which a regular employee can be assigned.

23. **Premium pay.** Extra pay awarded to compensate overtime worked, at the rate of one and one-half (1 1/2) times the base hourly rate per hour of overtime worked.

24. **PSA.** Professional Staff Association is the official organization of the District representing Professional Staff Employees and other employees covered under this manual.

25. **Professional Staff unit.** The body of regular employees identified under listed classifications in the Professional Staff Policy Manual. One-year-only employees, one-semester-only employees, and short-term hires are not included in the Professional Staff unit.

26. **Reassignment.** The movement of a regular employee from one College or District Office to another in the same position classification, or from a position in one classification to another position in a different classification, e.g., Fiscal Tech I to Fiscal Tech II.

27. **Red-lined employee.** Employee whose salary exceeds the maximum step of their grade.

28. **Regular employee.** A governing-board-approved employee whose workweek is from thirty (30) but fewer that forty (40) hours inclusive in length, and whose job is identified under listed classifications in the MCCCD classification system.

29. **Regular full-time employee.** A governing-board-approved employee whose workweek is thirty (30) hours or more per week, and whose job is identified under listed classifications in the MCCCD classification system.

30. **Release time.** A period of time within the regular workday during which the regular employee is allowed to perform work-related functions, and which is not required to be made up (such as PS officer duties, MCCCD job interviews, etc.).

31. **Reorganization.** A reorganization is a reassignment or a series of reassignments to restructure one or more departments that may result in a change of job responsibilities. Please see Section 2C and 6E26.

32. **Salary grade.** One of ten (10) scales, consisting of ten (10) steps each, which together comprise the salary schedule that applies to all classifications listed in the Professional Staff Policy Manual.

33. **Salary schedule.** A series of salary grades and salary steps, which comprise the rate of pay for all classifications listed in the Professional Staff Policy Manual.

34. **Salary step.** A salary level within the grade on the salary schedule.

35. **Service date.** The day upon which the regular employee achieved regular professional staff employee status, i.e., the first day of paid service following governing board approval. In most, but not all, cases this is the date immediately following the governing board meeting during which the regular employee’s employment was approved.
36. **Temporary employee.** One-year-only employee, one-semester-only employee, or any other short-term hire. Temporary employees are not covered by these policies.

37. **Top-of-scale.** An employee whose salary is at step ten (10) of their grade.

38. **Transfer.** A transfer is defined as a change of position within MCCD.

39. **Workday.** The period of time during a given day commencing when the regular employee is scheduled to start work and ending when the regular employee is scheduled to finish work. The workday includes rest and meal periods.

40. **Working day.** Any day on which the College/District is open for business.

41. **Working out of classification.** Performing duties beyond the scope of the classification to which the employee is assigned.

42. **Workweek.** The normal workweek for a regular full-time employee consists of five (5) consecutive days and forty (40) hours per week, or four (4) consecutive days of ten (10) hours per day and forty (40) hours per week, not including meal periods.
### APPENDICES

**General Professional Growth Statement**

Professional Growth funds are designed to provide eligible Professional Staff employee with the opportunity to:

<table>
<thead>
<tr>
<th>Participate in degree related courses, or seminars and workshops (PSD). Funds will be used to cover tuition reimbursement, activity (workshops, seminars, and conferences) registration and related travel expenses. (See Appendix A)</th>
<th>Professional Staff Development (PSD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participate in paid educational leave to complete a Bachelor’s or graduate degree program. Funds will be used to support a replacement staff member during the employee’s PEL leave. (See Appendix B)</td>
<td>Paid Educational Leave (PEL)</td>
</tr>
<tr>
<td>Participate in internship opportunities. Funds will be used to support a replacement staff member during the employee’s PSI leave. (See Appendix C)</td>
<td>Professional Staff Internship (PSI)</td>
</tr>
<tr>
<td>Funds may be used to help offset some conference expenses in order to keep costs more affordable for all Professional Staff. (See Appendix D)</td>
<td>Summer Conference</td>
</tr>
<tr>
<td>Provide replacement staff funds to facilitate the transition between the PSA Executive President and the Executive President-Elect for up to 4 weeks if funds are available. (See Appendix D.4)</td>
<td>PSA President-Elect Bridge (PEB)</td>
</tr>
</tbody>
</table>
APPENDIX A
PROFESSIONAL STAFF DEVELOPMENT (PSD) POLICY

A. Philosophy

1. The purpose of the Professional Staff Development Policy is to assist and prepare employees for positions of greater responsibility within the Maricopa County Community College District. It is important that skills be constantly refined in order to analyze, evaluate, reason, and make sound decisions. It is also important that employees have the opportunity to enhance achievement of long-range goals.

2. The goal of Professional Staff Development is to provide an incentive which will encourage the employee to maximize his/her scope of knowledge. Financial assistance may be given to eligible employees taking courses, course-required books, certification exams, or for attending an eligible activity (seminar, workshop, conference).

B. Committee

The Committee will be responsible for establishing administration, application procedures and screening criteria for granting of Staff Development funding. The committee will be comprised of one (1) Professional Staff employee from each college and the District Office. The Professional Staff Development Committee shall review and approve requests for assistance from eligible employees.

C. Eligibility

The employee must be a regular full-time Professional Staff Classified employee for a minimum of one full year prior to the starting date of the course or activity.

1. Tuition Assistance

- The course must be:
  - Career oriented, or required as part of a degree program,
  - Must be offered by a regionally accredited institution that is recognized by the U.S. Department of Education (USDE), or
  - If the course is not from a regionally accredited institution, then it must be from an institution that is recognized by the U.S. Department of Education (USDE) or the Council for Higher Education Accreditation (CHEA) or both (PLEASE NOTE: courses from such institutions may not be transferable to regionally accredited institutions and degrees granted from these institutions do not count toward MCCCD PSA educational advancement steps/stipends), and
  - Must not be offered within the Maricopa County Community College District. Exception will be made to 100/200 level courses, if they are not offered within the Maricopa Community College District (MCCCD), or if they are nontransferable and required by the program to be taken at the respective College/University. Letter of explanation must be provided by the educational institution from where the class is being taken.
2. **Book Assistance**
   - The book must be required by the eligible course.

3. **Certification Exam Assistance**
   - If the position requires a PS employee to obtain or maintain a certificate or certification, the cost of the certificate/certification will be absorbed through the department/division/campus.
   - The certification exam must be approved by the PSD committee- see Approved Certifications lists (Non-Technology and Technical) on the Certifications Guidelines page: [http://www.maricopa.edu/psa/pg/certifications.php](http://www.maricopa.edu/psa/pg/certifications.php).
     Note: If the desired certification is not on any of the approved lists, submit the Petition to Add Certificate form to the PSD committee.
   - Certifications pursued must be career oriented or job related.

4. **Activity Assistance**
   - The theme/topic of the activity (seminar/workshop/conference) must be job related, or prepare the employee for positions of greater responsibility within MCCCD. The activity must not be offered in a similar format and/or level seminar, workshop, or mini-course within MCCCD. Exceptions to this must include supporting justification for appeal, in writing.
   - Travel considerations will follow the established District Travel Policies.
   - Professional Staff Development funds can be used on domestic travel for eligible activities only. Funds may not be used for travel expenses associated with college courses or certification exams.

D. **Release Time**

If an employee is directed by his/her supervisor to take courses or training, the employee shall be given reasonable release time to attend the courses and/or training.

E. **Applications**

1. Application guidelines and a link to online forms are available from the PSA website at [http://www.maricopa.edu/psa/psd.php](http://www.maricopa.edu/psa/psd.php). Applications and appropriate documentation must be submitted via online application form according to the application guidelines. Applications will be reviewed and approved or denied by the Professional Staff Development Committee. Meetings will be scheduled monthly at the discretion of the chairperson.

2. Employees receiving funding from any source other than PSD funds (excluding loans) must submit written verification of source and dollar amount. In no case may the total amount of the combined funding exceed the total tuition cost, registration fees, and/or related travel expenses.

**Tuition Application**

1. The tuition application packet must include documentation supporting the tuition cost such as: Itemized school invoice, bill, or student account statement.

**Book Application**
1. The book application must include documentation supporting the requirement for the book(s), i.e. course syllabus page, copy of the book purchased receipt, acceptable proof of purchase.

**Activity Application**

1. The Activity application packet must include a PDF copy of the seminar/workshop/conference flyer/agenda, and any additional information requested by the Committee to help determine the eligibility of the application.

2. All activities must be approved by the applicant’s supervisor, signifying approval of release time and appropriateness of the activity.

**Application Procedures**

1. (a) The Tuition/Book application must be submitted prior to the last day of class.
   (b) The certification exam application must be submitted prior to the exam date.
   (c) The Activity application must be submitted prior to the start date of the activity.

2. Upon submission of the application, the date and time will be automatically recorded. The Committee will meet monthly to consider applications at the discretion of the chairperson.

3. The PSD Committee will review applications on a first-come, first-served basis and notify the applicant, in writing, regarding the application status within five (5) working days of PSD Committee action.

**F. Appeal Process**

An applicant may dispute a disapproved application for tuition or activity assistance by appealing, in writing, directly to the Professional Staff Development Committee within 30 days of the denial notice. If dissatisfied with the Committee’s final determination, the applicant may appeal to the Professional Staff Association Executive Board within 30 days of the second denial notice.

**G. Reimbursement**

1. **Educational Assistance**
   - PSD will reimburse up to a maximum total award as outlined in the PSA Professional Staff Development Tuition Assistance Guidelines per semester for tuition.
   - Tuition/Book/Exam reimbursements will be awarded only when a final grade report of “C”/”P” or better, or the exam is passed and an itemized school invoice, bill, or student account statement, book receipt, exam receipt, or acceptable proof of purchase has been submitted. This documentation must be submitted within six (6) weeks of completion of the course or exam. Extensions may be granted upon approval from the PSD Committee. After a six (6) week period, if no written explanation of the extension has been submitted via the online application system, the PSD committee will cancel the award.
   - No reimbursement will be made for any fees, including lab/technology fees, parking fees, school supplies, software licenses, and tax and shipping on book purchases.

2. **Activity Assistance**
• PSD will reimburse employees up to a maximum total award (on a first-come, first-served basis) as outlined in the PSA Professional Staff Development Activity Assistance Guidelines per fiscal year for approved professional growth activities registration and related travel expenses.

• Work with your college fiscal agent on any travel-associated questions.

• If your department paid for any expenses associated with the activity it is the traveler’s responsibility to request a transfer of funds from the professional growth account. Contact your fiscal agent with the transfer request and provide the award letter, designated/previously debited account number, invoice/expense receipt and the amount for the transfer within “30 calendar days” after completion of the activity or by June 30 of the current fiscal year, whichever comes first, unless out on FMLA.

H. Funding

1. The District will provide funding at the rate approved by the Governing Board each fiscal year.

2. Funding amounts for PSD assistance may be adjusted annually with the joint approval of the Professional Staff Association Executive Board and PSA Executive Council. Assistance amount changes will be made no later than the PSD meeting in May. All PS employees will be notified about any funding changes.

3. Funds may be transferred between Professional Staff Development, Paid Educational Leave, Professional Staff Internship, Summer Conference, and the President-Elect Bridge Program, with the approval of the Professional Staff Association Executive Board and Professional Staff Executive Council.
APPENDIX B

PAID EDUCATIONAL LEAVE

A. Philosophy

The purpose of the Paid Educational Leave is to provide employees an opportunity to further their careers and employment opportunities through the completion of a Bachelor, Master, or Doctoral Degree.

B. Committee

The Committee will be responsible for establishing administration, application procedures and screening criteria for granting of Paid Educational Leave Funding. The PEL committee will be comprised of one (1) Professional Staff employee from each college and the District Office. The Paid Educational Leave Committee shall review and approve requests for assistance from eligible employees. Employees wanting to appeal the decision of the Committee shall appeal to the PSA Executive Board, in writing, for a final determination. The Committee Chair will sit as a member of the Executive Board to hear such request.

C. Eligibility

A paid educational leave may be granted to an employee subject to the following guidelines:

1. The applicant must be a regular PS employee with a minimum of six (6) years or 12,500 hours of consecutive service with the District as a regular Governing Board approved employee at the time the leave would begin.

2. The employee must have accumulated sufficient college credits to complete a Bachelor’s, Master’s, or Doctoral degree from a regionally accredited institution of higher education while on educational leave.

3. Any employee granted educational leave will be required to sign a Promissory Note with the District agreeing to work twice the amount of leave time granted.

4. Degrees pursued while on educational leave must be career oriented or job related.

5. An educational leave may be granted for up to, but will not exceed, one (1) fiscal year. The leave may be granted for any combination of months during the same fiscal year. While on educational leave, the employee must be enrolled in classes full-time.

6. There will be no limit to the number of times an employee may receive a Paid Educational Leave. However, an employee cannot be granted a subsequent Paid Educational Leave until the financial obligation/promissory note from the previous Paid Educational Leave has expired. First-time applicants for Paid Educational Leave will be given priority consideration during the selection process.

D. Application Requirements

Each applicant will be required to submit the following:

1. A completed Paid Educational Leave Application form, including a copy of the PEL Notice of Paid Educational Leave request form which has been signed by all appropriate parties.

2. A letter, addressed to the committee, stating:
(a) His/her degree objective.

(b) Justifications for granting him/her the Paid Educational Leave.

(c) Supporting statements that the degree is career oriented or job related.

3. A letter of acceptance from the university/institution he/she will be attending which indicates acceptance into the college/program of his/her degree objective.

4. A written copy of his/her degree program advisement sheet completed by his/her university/institution advisor, which shows the course work completed and the remaining course work to be completed in order to obtain the degree being sought.

5. One (1) copy of unofficial transcripts from each regionally accredited college, university/institution at which the applicant has completed course work applicable to the degree program being sought.

6. Two (2) letters of reference from persons who can attest to the applicant’s professional qualifications and/or academic abilities.

7. A complete Applications Packet may be obtained between December and February at http://www.maricopa.edu/psa/pel.php. See web site for application deadlines. Applicants must meet all stipulations as stated in the application material.

E. Compensation, Restrictions, and Return to Work

Compensation for an employee granted a Paid Educational Leave will be as follows:

1. The rate of pay for an employee while on Paid Educational Leave will be full (100%) pay and shall be paid in accordance with the normal pay periods and procedures for all Professional Staff employees.

2. The District will provide full Flex Benefits credits for an employee on Paid Educational Leave.

3. An employee on Paid Educational Leave will follow the normal progression on the salary scale.

4. Vacation and sick leave benefits will not accrue during a Paid Educational Leave. All vacation and sick leave benefits accrued by the employee at the beginning date of his/her leave will be held in suspense.

5. The time granted an employee for Paid Educational Leave will not be deducted from the original date of hire in determination of vacation entitlement, ten (10) year anniversary, service date, etc.

6. The Paid Educational Leave Committee will pay replacement salary at step one (1) of the employee’s grade.

7. Upon returning from an educational leave, an employee will be assigned to his/her previous position, or to one of equal grade and step, or to a position agreed to prior to the leave.

An employee on full Paid Educational Leave may not participate in service, voluntary or paid (e.g. committees, adjunct faculty), to the District or to College/District Professional Staff Association governance and/or committees.

The following guidelines and requirements shall be followed upon an employee’s return to work after being granted a Paid Educational Leave:

1. The employee will be assigned to his/her previous position, or to a position of equal grade and step, or to a position agreed to prior to the leave. The determination of this provision shall be the
responsibility of the appropriate College President/Vice Chancellor in consultation with the employee.

2. Upon returning from leave the employee will, within sixty (60) days, submit (in writing), to the appropriate College President/Vice Chancellor, the Professional Staff Association Executive President, and the Chairperson of the Paid Educational Leave Committee, evidence that he/she has completed his/her degree program.

3. The interpretation of the requirement that an employee returns to work for the District at twice the amount of leave time granted shall not be construed to prevent the employee from applying for transfers, promotions, or other employment opportunities within the District.

F. Funding

1. The District will provide funding at the rate approved by the Governing Board each fiscal year.

2. Funds may be transferred between Professional Staff Development, Paid Educational Leave, Professional Staff Internship, and Summer Conference with the approval of the Professional Staff Association Executive Board and the Vice Chancellor of Human Resources or designee.

3. The Paid Educational Leave Committee will provide replacement salary funds (including benefits) from the date of hire to the leave completion date up to step two (2) of the employee's grade if replacing the position with a regular Board approved employee, or at step one (1) if the replacement is an external hire OSO, OYO or at the temporary rate if the replacement is a non-Board approved temporary employee. The home site will be responsible for funding any additional employment costs beyond those provided by PEL.
APPENDIX C

PROFESSIONAL STAFF INTERNSHIP POLICY

A. Philosophy

The Professional Staff Internship Program is being offered for employees who are interested in professional development or technical training that will be helpful in preparing them for administrative, management, and support opportunities with the Maricopa Community Colleges.

In the Internship Program, an employee identifies areas of interest and designs his/her own work plan under a mentor or mentor group where the program will be directed and monitored in order to receive varied experiences and to allow integration of community college processes with practical experience. An internship program may vary in length but may not exceed twelve (12) months (or if applicable, the length of their current employment contract), and may not extend into more than one fiscal year. An intern is not guaranteed a new position in the College/District by virtue of completion of the program, but will be better prepared to compete for positions that become available.

The intern's program objectives may be modified with the approval of the intern, mentor(s) and the Internship committee.

B. Committee

The Committee will be responsible for establishing administration, application procedures and screening criteria for granting of internship funding. Said committee will be comprised of one (1) Professional Staff employee from each college and the District Office. The Internship Committee shall review and approve requests for assistance from eligible employees. Employees wanting to appeal the decision of the committee shall appeal to the PS Executive Board, in writing, for a final determination. The Committee Chair will sit as a member of the Executive Board to hear such request.

C. Eligibility

An Internship may be granted to an employee subject to the following guidelines:

1. The employee must be a regular Professional Staff classified employee for a minimum of three (3) full years prior to the starting date of the internship.
2. Persons, at the time of application, paid on restricted monies (externally funded and community service) are not eligible for the Internship program.
3. A former intern may apply three (3) years after he/she has completed a prior internship.

D. Application Forms

1. Application forms may be obtained from the unit Professional Staff Internship Committee representative or from the PSI website at http://www.maricopa.edu/psa/psi.php. Applications will be available on a continuing basis, but must be submitted to the Professional Staff Internship Chair by the second Tuesday in March. Committee members will not preview applications prior to the selection of the employees. Applicants must meet all stipulations stated in the application material.
E. Seminar/Workshop/Travel

1. All requests by employees for funds for travel, seminars, conferences and workshops must be submitted to the Internship Committee Chair six (6) weeks prior to the event for prepayment. The request should include the brochure and/or application for the event. The intern should also include written justification for attending. The theme/topic of the seminar/workshop must not be offered within the Maricopa Community College District. The Internship Committee Chair will submit the request to the committee for approval.

F. Compensation and Return Rights

Compensation

1. The rate of pay for an employee on Internship will be full (100%) pay and shall be paid in accordance with the normal pay periods and procedures for all Professional Staff employees.

2. The district will provide full Flex Benefits credits for an employee on an Internship.

3. An employee on an Internship will follow the normal progression on the salary scale, along with the normal accrual of vacation and sick leave benefits.

4. The time granted an employee for an Internship will not be deducted from the original date of hire in determination of vacation entitlement, ten (10) year anniversary service date, etc.

Return Rights

1. The employee will be assigned to his/her previous position, a position of equal grade and step or to a position agreed to prior to the internship. The determination of this provision shall be the responsibility of the appropriate College President/Vice Chancellor in consultation with the employee.

2. An agreement/contract will be entered into by the employee, mentor(s), supervisor, Vice President, Chair of the Internship Committee and the College President/Vice Chancellor.

G. Funding

1. The District will provide funding at the rate approved by the Governing Board each fiscal year.

2. The Internship Committee will provide replacement salary funds (including benefits) from the date of hire to the internship completion date up to step two (2) of the employee’s grade if replacing the position with a Board approved employee or at step one (1) if the replacement is an external hire OSO, OYO or at the temporary rate if the replacement is a non-Board approved temporary employee. The home site will be responsible for funding any additional employment costs beyond those provided by PSI.

3. Funds may be transferred between Professional Staff Development, Paid Educational Leave, Professional Staff Internship, and Summer Conference with the approval of the Professional Staff Association Executive Board and the Vice Chancellor of Human Resources or designee.
APPENDIX D

PROFESSIONAL STAFF ASSOCIATION SUMMER CONFERENCE

A. Philosophy

It is the intent of the Professional Staff Association to develop and promote the professional skills and standards of its employees within their professional capacities. To this end, an annual summer conference will be scheduled at which seminars and workshops will be presented for all eligible Professional Staff employees who wish to participate.

B. Funding

1. Funding for the summer conferences will be as follows: The District will provide fifteen thousand dollars ($15,000) toward the overall expenses of the conference.

2. The District will also provide the conference committee twenty-five dollars ($25) per PS employee who registers for and participates in the summer conference. Reimbursement will be made upon a written claim from PS indicating the number of paid registrants.

C. Release Time

Only members of the Summer Conference Committee who are actively participating in the conference preparation and set-up, and conference presenters will be granted release time after 12:00 p.m. the day before the conference with prior approval of the immediate supervisor. Only members of the PSA Executive Board (President, President-Elect, Past-President, Secretary, Treasurer, ALL CPD Chair) who are actively participating in the Summer Conference set-up will be granted release time for the entire day before the conference to facilitate set-up and logistical arrangements with the conference site, with prior approval of the immediate supervisor. Supervisors will be given a list of the names of those employees participating in the Summer Conference set-up who would need release time, prior to the conference start date.

D. PSA President-Elect Bridge (PEB)

The purpose of the PSA President-Elect Bridge (PEB) Program is to provide replacement staff funds (up to four weeks), to facilitate the transition between the Executive PSA President and the Executive President-Elect and to finalize details for the Summer Conference. The PEB Program is subject to funding availability within the same fiscal year, and approval of the PSA Executive Board and the immediate supervisor(s). Funding will be transferred from Professional Growth funds.
APPENDIX E

RECLASSIFICATION

The reclassification process will be handled through the office of Wage and Salary. A District wide Job Evaluation Committee, consisting of one representative from each campus (appointed by the College president), one Wage and Salary representative, and a member appointed by the Vice Chancellor of Human Resources or designee, will forward recommendations to the Vice Chancellor of Human Resources or designee regarding reclassification. If the committee has no Professional Staff member, the Vice Chancellor of Human Resources or designee will add an additional committee member who is part of the Professional Staff employee group.

The procedures regarding reclassification may be changed by the Job Evaluation Committee and approved by the Vice Chancellor of Human Resources or designee after consultation with the PSA, CPD team.

Professional Staff employees must have been performing the “revised” duties for at least six (6) months prior to submitting the reclassification request.

After consultation with their supervisor and college Job Evaluation Committee member, Professional Staff employee will complete the Job Analysis Questionnaire (obtained from their College President or Job Evaluation Committee member), obtain all necessary signatures (employee, supervisor, College President and/or Vice Chancellor), and forward the completed questionnaire to their college Job Evaluation Committee member.

College Job Evaluation Committee member will review reclassification request for completeness and submit questionnaire and supporting documentation (if necessary) to the office of Wage and Salary for computer analysis. All documentation (including computer analysis) will then be forwarded to the District wide Job Evaluation Committee for consideration.

The District wide Job Evaluation Committee will meet monthly to review reclassification requests and make recommendations to the Chancellor’s Executive Council. Reclassification requests must be to the Job Evaluation Committee by the 10th of the month to be considered for that month.

If a reclassification request is sustained, jobholder will be notified via letter. Salary adjustments, if appropriate, will be retroactive to the first day of the pay period following submission of the request to the supervisor.

If the reclassification is not sustained, jobholder will be notified via letter. Jobholder may request an interview with the Job Evaluation Wage and Salary committee member to review the request. A second request may be submitted twelve (12) months from the date the first request was submitted to the Job Evaluation Committee.
APPENDIX F
ALL CPD

Participation in All-CPD is voluntary and open to all employee groups. Unanimous agreement by all employee groups participating in the All-CPD is required before issues are brought to CEC or the MCCCD Governing Board. Further, in the case of policy changes, each employee group’s membership, must agree by vote before changes are made to any policy manual. If the policy changes are agreed upon, they are written into each policy group’s manual.

PURPOSE

To address issues of commonality that affect more than one (1) employee group which may include:

1. Monetary requests (i.e. Benefits, Wages, Professional Growth, etc.).

2. Certain agreed upon policies which affect all employees (i.e. Reclassification, Absence Policies, Reorganization, etc.).

3. Opportunities to establish greater understanding of the issues and build rapport with other policy groups.

4. Enhanced quality assurance which ultimately contributes to student success.

Discussion Issues:

- Employee groups will continue to use their existing individual employee group CPD processes, as defined in their policy manuals.

- There should be a separate MCCD Governing Board Executive Session for All-CPD

- Adjunct Faculty need to have assigned CEC representatives in order to effectively have the issues and concerns (that are only related to their employee group) discussed and resolved.

- It is understood that the Vice Chancellor of Human Resources or designee is our primary contact.

- For financial and budgetary items we are to contact the Vice Chancellor of Business Services.

- Our key contacts for policy and individual CPD items should be discussed with our designated CEC representatives.

- The overall vision for the District is provided by the Chancellor.
The Maricopa County Community College District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, citizenship status (including document abuse), age, disability, veteran status, or genetic information in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.
# TABLE OF CONTENTS

1. Employee/Association/Employer Rights and Responsibilities ........................................ 1
2. Policy Interpretation ........................................................................................................ 1
3. Collaborative Policy Development Process ................................................................... 2
4. Employment .................................................................................................................. 3
   - Posting of Employment Vacancies ........................................................................... 3
   - Selection .................................................................................................................... 3
   - Placement .................................................................................................................. 3
   - Salary Administration ............................................................................................... 4
5. Categories of Employees ............................................................................................... 4
6. Probationary Period ....................................................................................................... 4
7. Employment Mobility ................................................................................................... 5
   - Acting Assignment ..................................................................................................... 5
   - Seniority .................................................................................................................... 6
   - Promotion .................................................................................................................. 6
8. Workday and Workweek Schedule ................................................................................. 7
9. Overtime ........................................................................................................................ 8
10. Pay Differentials .......................................................................................................... 8
11. Uniforms ....................................................................................................................... 9
12. Transportation ............................................................................................................. 10
13. Employee Development Evaluation ........................................................................... 10
14. Resignation/Termination ............................................................................................ 10
15. Observation of Safety .................................................................................................. 12
16. Leaves of Absence ....................................................................................................... 12
17. Abandonment of Position ......................................................................................... 12
18. Duration ...................................................................................................................... 12
19. Glossary - Definition of Terms .................................................................................. 12

Appendix A: Staff Development

A.1. Philosophy .................................................................................................................. 14
A.2. Funding ....................................................................................................................... 14
A.3. Eligibility .................................................................................................................... 14
A.4. Applications .............................................................................................................. 14
A.5. Application Procedure ............................................................................................. 15
A.6. Reimbursement ......................................................................................................... 15
A.7. Staff Development Committee .................................................................................. 15
1. EMPLOYEE/ASSOCIATION/EMPLOYER RIGHTS AND RESPONSIBILITIES

1.1. It is the intent of the Maricopa County Community Colleges to maintain staffing at the optimum level consistent with the sound, economical operation of the District. This will be accomplished through selective recruitment, developmental programs, and proper placement according to abilities, transfers, and promotion.

1.2. Employee representatives will be allowed reasonable release time to sufficiently assist employees in district meetings with management, e.g., grievances. These recognized representatives will be allowed, with prior notification to the appropriate supervisor, to visit with other Public Safety staff.

1.3. Employee representatives will be allowed reasonable release time to sufficiently assist employees in meetings with management, e.g., resolution of conflict. These recognized representatives will be allowed, with notification to the appropriate supervisor, to visit with other Public Safety staff.

1.3.1. At the request of the President of the college, up to two thousand five hundred dollars ($2,500) will be made available to backfill for the chair of Public Safety for the time away from his/her position at said campus.

1.4. Public Safety employees may use College and District building facilities/equipment for meetings provided that such use does not interfere with or interrupt normal operations and is subject to agreement by the appropriate College or District official as to the reasonableness of time and location selected.

1.5. Public Safety representatives may use College/District equipment for collaborative policy development meetings/College/District meetings at reasonable times provided such equipment is not otherwise in use. The types of equipment covered by this section include computers, copy machines, and other duplicating equipment, etc. The College/District will provide supplies for same at its expense.

1.6. Elected Public Safety representatives may, from time to time, request meetings with the Vice Chancellor for Human Resources, or designee, or District Human Resources to discuss policy interpretation and related matters. These meetings will take place during normal business hours and shall be approved by the Vice Chancellor for Human Resources or designee.

1.7. In the event a meeting, as described in Section 1.6, is held during an employee's non-work hours, the prior approval of the immediate supervisor must be given to the employee to attend and if applicable, the employee will be granted compensatory time or overtime as referenced in Section 10.

2. POLICY INTERPRETATION

2.1. Request for review and/or revision of any portion of this policy shall be made in writing to the Vice Chancellor for Human Resources or designee by the elected employee representatives. The Vice Chancellor for Human Resources or designee will arrange for necessary meetings. If this review and/or revision requires a change in existing policy or establishes new policy, the Vice Chancellor for Human Resources, or designee will submit the item to the Governing Board for action.

2.2. Changes may be instituted to this policy through the Collaborative Policy Development process, as detailed in Section 3.
3. **COLLABORATIVE POLICY DEVELOPMENT PROCESS**

3.1. **SELECTION OF REPRESENTATIVES**

3.1.1. Collaborative policy development representatives will be elected to meet with District officials on hours, and other related terms and conditions of employment. These representatives shall serve for three (3) years, and this term shall start from the date of election certification. In the event an elected employee is not able to complete his/her term of service, the vacancy shall be filled by an appointment decided by the Executive Committee.

3.1.2. The purpose of this election shall be to guarantee Public Safety employees the opportunity to elect representatives for the collaborative policy development process. Those delegates may consist of two (2) police officers and two (2) non-certified representatives, one (1) dispatcher and one (1) alternate from each category. The representatives will be chosen by Public Safety employees in a District-wide election. One such representative will be selected to serve as the president.

3.2. **MEETING DATES**

3.2.1. The Vice Chancellor for Human Resources, or designee, shall meet with the safety representatives to arrange a series of Collaborative Policy Development meeting dates to exchange and discuss proposals. Representatives from safety and the Vice Chancellor of Human Resources, or designee, will meet bi-annually for a comprehensive review and update of the Safety Policy manual. In the interest of all concerned, either party reserves the right to meet on a needs basis prior to the bi-annual meeting. After reaching an agreement between the parties, changes will be presented to Public Safety employees for their action. Following approval by the group, modifications to these policies will be forwarded to the Chancellor/Board for consideration. Upon approval, Human Resources staff will be responsible for communicating changes to Public Safety employees and other appropriate District staff members. The written policy changes will be disseminated as soon as possible following Chancellor/Board approval.

3.2.2. Working with the president of the Public Safety group, the Vice Chancellor for Human Resources or designee will provide information (including budgetary information), which is necessary for the parties to have discussions regarding not only compensation issues, but Public Safety policy issues as well. As this information is generally public information, the role of the Vice Chancellor or designee is primarily to facilitate acquisition of pertinent data.

3.3. **DISTRIBUTION OF MATERIAL**

3.3.1. The elected representatives of the collaborative policy development team will have the right to place appropriately identified notices, circulars, and material related to the collaborative policy development process on designated District/College bulletin boards. All material(s) will be signed by the individual and will have a removal date not to exceed three (3) weeks from the date of posting. The representative posting the material assumes full responsibility for its accuracy.

3.3.2. Material endorsing or opposing any candidate for public office may not be distributed or posted.
4. EMPLOYMENT

4.1. POSTING OF EMPLOYMENT VACANCIES

Present District policy requires the posting of all positions of regular employment available. The District desires to present the opportunity for employees who are qualified to advance themselves professionally.

4.1.1. All police officer vacancies will be filled by lateral transfer or from the Department of Public Safety Police Officer Employment Pool.

4.2. SELECTION

4.2.1. A selection process for Police Officers has been established by committee. The process requires various steps including an application process, physical agility evaluation, college screening/oral interview, background investigation, optional interview with college administration, conditional offer of employment, polygraph examination, medical examination/drug screening, psychological evaluation, and employment decision. The final selection of candidates for employment is predicated on the candidates successfully completing all phases of the process.

4.2.2. Recommendation for employment shall be made by the Chief of the Department of Public Safety (Hereafter “Chief”) or his/her to District Human Resources. District Human Resources, through the Vice Chancellor for Human Resources or designee, shall recommend approval by the Governing Board.

4.3. PLACEMENT

4.3.1. An applicant’s qualifications will be evaluated thoroughly at the time of initial appointment, based upon verified, related work experience and official transcripts of academic work. The appropriate Human Resources staff or designee will be responsible for equating these qualifications to the minimum eligibility requirements and for step placement.

4.3.2. Initial appointments will normally be at step one (1) of the schedule which applies to the position as classified by the District. However, the appropriate President may grant additional steps to meet unique needs of the District.

4.3.3. When a vacancy exists and an applicant is placed on a temporary status while waiting for Governing Board action, the applicant will be paid at step one (1) of the grade for that position.

4.3.4. Credit for formal education will be allowed for all newly-hired employees at the rate of one (1) step for the completion of two (2) or more years of college credits (sixty [60] semester hours) from a regionally accredited institution of higher education. Employees entering the District, or current employees, who complete such work will be granted up to two (2) steps for formal education. In addition to the one (1) step (noted above) for completion of sixty (60) units, a step will be granted for the completion of a bachelor’s, a master’s, or a doctorate degree. No employee may be granted or earn more than two (2) such steps.

4.3.5. A newly hired, classified Police Officer may receive credit at the rate of one (1) step for the completion of five (5) or more years of law enforcement experience as an officer with a police or other law enforcement agency. In addition to the one (1) step, a step will be granted for attaining the rank of Sergeant, Lieutenant or Captain with a law enforcement agency. Said employees, who have such law enforcement experience, will be granted up to two (2) steps on their salary schedule. No more than two (2) steps may be earned or granted for law enforcement experience.
4.3.6. **No employee may be granted or earn more than four (4) steps (two [2] steps for formal education and two [2] for law enforcement experience) in the pay grade schedule. Such step increases will be effective as of the employee’s start date after verification by District Human Resources of evidence of the employee’s Governing Board-Approved service date.**

4.3.7. **All undergraduate and graduate degrees and semester hours must be earned at accredited institutions. Work done at foreign universities will be considered if evaluated (at the applicant's expense) by an American university approved to provide such service.**

4.3.8. **To receive credit as specified in paragraph 4.3.5, an employee must be hired in an AZPOST-certified classification.**

4.4. **SALARY ADMINISTRATION**

4.4.1. **CURRENT LISTING OF ALL JOB CLASS TITLES BY PAY GRADE**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Titles</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Police Officer</td>
</tr>
<tr>
<td>12</td>
<td>Communication Supervisor</td>
</tr>
<tr>
<td>9</td>
<td>Public Safety Aide Supervisor</td>
</tr>
<tr>
<td>9</td>
<td>Communication Specialist</td>
</tr>
<tr>
<td>7</td>
<td>Public Safety Aide</td>
</tr>
<tr>
<td>6</td>
<td>Public Safety Dispatcher</td>
</tr>
</tbody>
</table>

4.4.2. See [http://www.maricopa.edu/employees/divisions/hr/salary/schedules](http://www.maricopa.edu/employees/divisions/hr/salary/schedules) for the 12-month salary schedules or call District Human Resources for a hard copy.

5. **CATEGORIES OF EMPLOYEES**

5.1. **POLICE OFFICERS**

This category includes only Arizona Peace Officer Standard Training (AZPOST) certified personnel, who possess a current/valid AZPOST certification; i.e., Police Officer(s).

5.2. **NON-CERTIFIED PUBLIC SAFETY EMPLOYEES**

This category includes all non-AZPOST certified personnel; e.g. Communication Supervisors, Communications Specialists, Public Safety Aides, Public Safety Aide Supervisors and Public Safety Dispatchers.

5.3. **REGULAR FULL-TIME EMPLOYEES**

Regular full-time employees are employees working thirty (30) hours or more per week, occupying budgeted positions as specified by Governing Board action. These employees are eligible for all employee benefits as defined in the Employee Benefits Manual.

6. **PROBATIONARY PERIOD**

6.1. The probationary period for an employee starts the first day worked following Governing Board approval.

6.2. An employee unable or unwilling to meet job requirements may be terminated at any time during the probationary period upon recommendation of Chief and with the approval of the Vice Chancellor for Human Resources or designee.

6.3. **NON-CERTIFIED PUBLIC SAFETY EMPLOYEES**

6.3.1. An employee will serve a one year probationary period and may be subject to release or discharge by the employer at its sole discretion. These probationary employees will serve at the discretion of the hiring authority.
6.3.2. There will be a written evaluation at the end of the sixth (6) month and prior to the completion of the twelfth (12) month of employment.

6.3.3. Employees will receive one (1) step on the salary schedule after successfully completing probationary status. District benefits for employees shall begin on the effective date of hire (Governing Board action).

6.4. **POLICE OFFICERS**

6.4.1. All new employees and current employees being promoted will complete a one (1) year probationary period.

6.4.2. During the one (1) year probationary period a new employee may be subject to release or discharge by the employer at its sole discretion.

6.4.3. There will be a written evaluation at the end of the sixth (6) month and prior to the completion of the twelfth (12) month of employment.

6.4.4. Employees will receive one (1) step on the salary schedule after successfully completing one (1) year in probationary status. District benefits for employees shall begin on the effective date of hire (Governing Board Action).

7. **EMPLOYMENT MOBILITY**

7.1. **ACTING ASSIGNMENT**

7.1.1. Any employee required to fill and assume responsibility of a classification with a higher rate of pay than his/her normal classification will receive salary placement at a step in the higher grade that is closest to but not less than ten percent (10%) higher than the current salary. If the ten percent (10%) brings the employee's salary beyond the top published step of the higher grade, the employee will be placed on the top published step of the higher grade. A red-lined employee who fills and assumes the higher classification will be placed on the top published step of the higher grade. If the top step of the higher grade is less than the employee's red-lined dollar amount at the lower grade, the employee's salary will be retained.

7.1.2. When an employee is assigned the duties and responsibilities of a Commander or Lieutenant, he/she shall be paid a premium of twenty percent (20%) above his/her present hourly rate beginning the first (1st) working day or receive two (2) hours per day compensatory time, as agreed to by the employee an Chief.

7.2. **TEMPORARY ADMINISTRATIVE REASSIGNMENT**

7.2.1. A temporary administrative reassignment will generally be for a maximum of two (2) years. An employee temporarily reassigned to any policy group must meet District hiring qualifications. Temporary reassignments to higher grade will be paid at least 10% higher than the employee's current salary.

7.2.2. A Public Safety employee who accepts an OSO (one semester only), OYO (one year only), or specially funded position will have reversion rights to his/her former position for one year only. If the temporary assignment is extended, exception to this section may be made through written mutual agreement by the employee, and by the current and new supervisors. This means if agreed upon, the employee will have reversion rights to their previous position.

7.2.3. A regular Public Safety employee may voluntarily be reassigned temporarily to a different position with the consent of both the employee's immediate supervisor and the immediate supervisor and the immediate supervisor under the proposed reassigned position. The employee shall have reversion rights to the employee's previous Public Safety position at the conclusion of service in the temporary reassignment. The temporary assignment may be extended upon the written
agreement of the Public Safety employee and both the aforementioned supervisors. If the temporary assignment is so extended, the reversion rights as provided herein shall automatically be extended as well.

7.2.4. In the case of special pilot projects, the temporary administrative reassignment may continue for the life of the pilot initiative, with the concurrence of the appropriate Human Resources staff. At the end of the pilot period, the College/District will determine if regular budgeted positions should be created.

7.2.5. At the end of the temporary reassignment, if the position is to be filed, it shall be by administrative reassignment, transfer, or posting. If the administratively reassigned employee is not hired for this position, he/she will return to his/her previous position at the appropriate grade and step. The employee will receive all salary (grade and step) adjustments that would have occurred in the prior position while assigned.

7.3 SENIORITY

7.3.1. For the purpose of layoff and reassignment, seniority within the various classifications will be determined in the following order:

7.3.1.1. Board approved time in service as a regular employee within the District.
7.3.1.2. Board approved time in service as a regular employee within the location.
7.3.1.3. Board approved time in service as a regular employee within the classification.

7.3.2. The principle of seniority is recognized and is applicable to all employees who have completed the probationary period of employment.

7.4 PROMOTION

7.4.1. When promotions are made to a higher classification of work, such promotions shall be made on the basis of qualifications, performance and seniority. An employee promoted to a position which is at a higher grade will receive salary placement at a step in the new grade that is closest to but not less than ten percent (10%) higher than the current salary. If the ten percent (10%) brings the employee's salary beyond the top published step of the higher grade, the employee will be placed on the top published step of the higher grade. A red-lined employee who is promoted will be placed on the top published step of the higher grade. If the top step of the higher grade is less than the employee's red-lined dollar amount at the lower grade, the employee's salary will be retained. In the event of equal qualifications and performance, seniority will be the determining factor.

7.4.2. If an employee is promoted to the position of Public Safety Aide, he/she will serve a forty-five (45) working day probationary period at the higher classification. If an employee is promoted to the positions of Communications Specialist, Public Safety Aide Supervisor, Communications Supervisor, or Police Officer, he/she will serve a one (1) year probationary period at the higher classification.

7.5. Requests for shift change will be done by locations and not District-wide.

8. WORKDAY AND WORKWEEK SCHEDULE

8.1. The workday shall not be less than eight (8) hours nor more than twelve (12) hours in any twenty-four (24) hour period.
8.1.1. The workweek shall be a total of not more than forty (40) hours in any one (1) week and not more than five (5) days. The workweek may begin on any day of the week. However, payroll periods will begin on Saturday at 12:01 a.m., and terminate on Friday at midnight.

8.1.2. The Commander or designee may, at his/her option and with the approval of the Chief and District Human Resources, assign Public Safety personnel to more than an eight (8) hour workday. Employees on more than eight (8) hour work days will be charged accordingly for sickness and vacation, e.g., employees on a four (4) day, ten (10) hour work week will be charged one and one-quarter (1.25) days for sickness and vacation.

8.1.3. Assignment of work hours/work weeks will be made by the Commander or designee in order to provide adequate coverage.

8.2. SHIFT START TIMES

8.2.1. First Shift - The first shift shall start any time between the hours of 4:00 a.m. and 11:30 a.m.

8.2.2. Second Shift - The second shift shall start any time between the hours of noon and 6:00 p.m.

8.2.3. Third Shift - The third shift shall start any time between the hours of 6:30 p.m. and midnight.

8.3. SHIFT ALTERATIONS

8.3.1. The parties recognize that it may be necessary from time to time that shifts and/or workdays be altered and that such alterations to scheduling can be accomplished with the mutual consent of the employee and his/her supervisor, except in an emergency.

8.3.2. Major changes in Public Safety work schedules must be approved by the Commander or designee.

8.4. MEAL PERIOD

All employees will be allowed at least a one-half (1/2) hour meal period during their normal duty day. This period will be included in the total hours worked.

8.5. REST PERIOD

Each employee shall be allowed a fifteen (15) minutes rest period during the first half of his/her normal work shift and a fifteen (15) minute rest period during the second half of his/her normal work shift.

9. OVERTIME

9.1. Overtime must be approved by the appropriate Commander or his/her designee before overtime is actually worked, except in emergency situations.

9.2. Overtime earned shall be paid: (a) at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay, or (b) one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked.

9.3. Overtime pay will be received in the warrant at the end of the pay period following the pay period in which the work was accomplished.

9.4. In the event of overtime, assignments when possible will be distributed equally among the classifications.
9.5. An employee called back to work between closing time of his/her regular shift and the start time of his/her next shift will be paid a minimum of three (3) hours work at the applicable overtime rate.

9.5.1. If a police officer is required to wear a pager or be on call at times other than his/her normal work hours, he/she shall be paid 10% of his/her hourly pay for each hour he/she is required to be available for immediate response.

9.6. Employees will be paid overtime when the hours exceed forty (40) in any one-week period. The overtime will be paid after forty (40) hours of compensated time (including sick, holiday, vacation, etc.).

10. PAY DIFFERENTIALS

10.1. An evening differential of forty-five cents ($0.45) an hour will be paid, in addition to the base pay, to an employee on the second (2nd) shift.

10.2. A night differential of fifty cents ($0.50) an hour will be paid, in addition to the base pay, to an employee on the third (3rd) shift.

10.3. A Saturday/Sunday differential of forty cents ($0.40) an hour will be paid, in addition to the base pay and the shift differential, an employee whose regularly scheduled eight (8) or greater hour work schedule requires him/her to work on Saturday and/or Sunday.

10.4. The Commander may request that the Chief establish shift differentials differing from those outlined above should he/she deem it appropriate. Any shift differential changes must be approved by the Vice Chancellor for Human Resources or designee and in no case will they be less than those outlined above.

10.5. TEN (10) YEAR ANNIVERSARY

10.5.1. A one (1) step increase will be granted on the employee’s anniversary date when ten (10) years of service in paid status are completed with the District, provided the employee is not already at maximum on his/her grade on the salary schedule.

10.5.2. An employee who is at the top of his/her grade or is redlined, will receive a one (1) time five hundred dollar ($500.00) payment on the payroll immediately following his/her ten (10) year anniversary month. No payment will be made to an employee who has previously received credit for a ten (10) year anniversary increment.

10.6. TWENTY (20) YEAR ANNIVERSARY

10.6.1. A one (1) step increase will be granted on the employee’s anniversary date when twenty (20) years of service in a paid status are completed with the District provided the employee is not already at maximum on his/her grade on the salary schedule.

10.6.2. A one (1) time stipend equivalent to a step will be granted to all employees who are at the top of his/her grade or redlined. This action will take place on the payroll immediately following his/her twenty (20) year anniversary month. No payment will be made to an employee who has previously received credit for a twenty (20) year anniversary increment.

10.7. EDUCATIONAL/ SPECIALIZED COMPENSATION

10.7.1. An employee completing formal education as per paragraph 4.3.4 will be granted appropriate step increases in his/her salary range upon receipt of satisfactory evidence by District Human Resources, providing that the employee is not at the top of his/her pay grade on the salary schedule. Such step increase will be
effective in the pay period following submission to, and verification of evidence by, District Human Resources.

10.7.2. It shall be the applicant’s responsibility to provide District Human Resources with necessary information to keep his/her file updated.

10.7.3. All undergraduate and graduate degrees and semester hours must be earned at accredited institutions. Work done at foreign universities will be considered if evaluated (at the applicant’s expense) by an American university approved to provide such services.

10.7.4. An employee who is at the top of his/her grade or red-lined, will receive a five hundred dollar ($500.00) payment upon completing formal education (sixty (60) semester hours or more). No payment will be made to an employee who has received credit for completion of formal education.

10.7.5. An employee who completes either of the following requirements:

- 1.4 Cumulative Education Units (CEUs) and three (3) college credits
- 2.8 Cumulative Education Units (CEUs)
- Six (6) college credits

will receive an additional two and one-half percent (2½%) of his/her salary for that current fiscal year. Employees who have sixty (60) credit hours and have applied them under different section of this policy manual may not apply the same credit hours to this section.

10.7.6. To qualify for educational compensation under 10.7.5., seminars and/or college coursework must be related to the employee’s current job or be part of an approved career or professional education development plan. When taking credit courses, the employee must obtain a passing grade to qualify for compensation under this section. Any training, instruction, or seminar which an employee is required to attend by the Chief or designee shall not be considered towards the accumulation of CEU hours for this section.

11. UNIFORMS

11.1. Public Safety employee uniforms will be in compliance Uniform and Personal Appearance Standard, General Order 01-11.

11.2. UNIFORM ALLOWANCE

11.2.1. Police officers who are required to wear a uniform will receive a uniform allowance of one thousand and twenty ($1020.00) dollars per fiscal year. Eligible personnel will receive five hundred and ten dollars ($510.00) twice annually on the second (2nd) payroll check in the months of December and June. The uniform allowance will be pro-rated for employees on an approved unpaid leave of absence.

11.2.2. Non-certified employees required to wear a uniform will receive a uniform allowance of five hundred ($500.00) dollars per fiscal year. Eligible personnel will receive a two hundred and fifty ($250.00) check twice annually with the second (2nd) payroll check in the months of December and June. The uniform allowance will be pro-rated for employees on an approved unpaid leave of absence.

11.2.3. If an employee fails to abide by the uniform provisions of this agreement the Commander or designee will send the employee home without pay until the employee is in compliance with the uniform standard.
12. TRANSPORTATION

12.1. An employee who has been instructed by his/her immediate supervisor or District administrator to travel from one location to another during a work period will be paid at his/her regular rate of pay for time spent in such travel. Where the distance of travel requires transportation, the District/College will attempt to furnish transportation.

12.2. An employee may be required to furnish transportation. Mileage in such cases will be paid at the District-approved rate.

12.3. Under no circumstances will an employee travel in any private vehicle, on college or district business, unless said vehicle has the required liability insurance as required by the District.

13. EMPLOYEE DEVELOPMENT EVALUATION

13.1. PURPOSE

13.1.1. To provide objective counseling in the development of employees in general.

13.1.2. To assist in the development of those demonstrating potential for supervisory-level assignments.

13.2. A performance appraisal will be given each year during the months March through May. Employee evaluation outside of the established schedule may be requested by the employee and/or his/her supervisor. Evaluations required during probationary periods are in addition to the above.

13.3. Employee and Commander or designee signatures are required on the appraisal form to acknowledge that a discussion was held. The employee’s signature is not to be construed as an agreement with the evaluation. Employees are entitled to attach a written rebuttal and explanatory statement, or an agreement statement to the evaluation form.

13.4. No alterations or additions will be made to an evaluation form once it has been signed by the employee and the supervisor. The employee may, at any time, review the evaluation forms previously filed in his/her official personnel file. An employee may request a copy of his/her evaluation(s) through District Human Resources.

14. RESIGNATION/TERMINATION

14.1. RESIGNATION/RETIREMENT. Two (2) weeks prior to resignation, the employee will provide a letter of resignation to the supervisor and District Human Resources. The employee will schedule an exit interview with District Human Resources.

14.2. INVOLUNTARY TERMINATION

14.4.2.1. An employee may be involuntarily terminated for cause. Before termination for cause is undertaken, careful analysis of all circumstances will be made by the Vice Chancellor for Human Resources or designee. The employee will receive written notification of the charges and the underlying evidence resulting in the recommendation of termination.

14.4.2.2. The College employee shall have the right to a hearing by filing a written request with the Vice Chancellor for Human Resources or designee within five (5) working days after being served with a notice of intent to dismiss. The filing of a timely request shall suspend the dismissal procedure, pending the completion of the hearing.

14.4.2.3. Upon a timely request, a Hearing Committee shall be constituted and shall be composed of the following three (3) employees, one (1) College President appointed by the Chancellor or designee, one (1) employee selected by the President of the applicable employee group and one (1) employee selected by the
employee. All committee members must be selected from colleges other than the college where the employee who was dismissed was assigned.

14.4.2.4. The Hearing Committee shall select a Chair. Unless the parties stipulate to extend the time beyond which is set forth below, the Chair shall conduct a meeting with the employee and his/her representative no later than twenty (20) working days after the formation of the committee for the purpose of exchanging exhibits, witness lists and summaries of witness testimony. The Chair may choose to deny admission of an exhibit(s) or witness testimony for failure to comply with this section.

14.4.2.5. Unless the parties otherwise agree, the Hearing Committee shall conduct the hearing no later than ten (10) working days after the exchange of information detailed in section 14.4.2.4. Prior to the hearing, the employee must declare, in writing, whether he/she wishes the hearing to be made public or in closed session. The employee may attend the hearing; present testimony, evidence or statements, oral or written, in his/her behalf; and be represented by legal counsel or other representative.

14.4.2.6. Within five (5) working days after completion of the hearing, the Hearing Committee shall provide the Chancellor or designee with a written summary of the evidence that was presented during the hearing. In addition the Hearing Committee shall render binding written findings of fact and conclusions of law and forward same with its recommendation regarding the appropriateness of the dismissal to the Chancellor or designee.

14.4.2.7. After receiving the Hearing Committee's summary of evidence, findings of fact and conclusions of law, the Chancellor or designee may meet with the Hearing Committee to clarify the summary of evidence, findings of fact and conclusions of law. The Chancellor or designee shall have ten (10) working days in which to review the recommendation regarding dismissal. The Chancellor or designee may adopt the recommendation and forward same with the summary of the evidence, a copy of the findings of fact, conclusions of law and the Hearing Committee's recommendation to the Governing Board.

14.4.2.8. The Governing Board, at a public meeting, shall render the final decision regarding the employee's appeal. A copy of the final decision shall be sent (U.S. certified or registered mail) to the employee at his/her place of residence as recorded in District records.

14.4.2.9. With voluntary/involuntary termination, an employee waives all rights that he/she has had as an employee and will be treated as a new employee should he/she return to the District.

14.4.2.10. Unused vacation will be paid to the terminating employee.

15. OBSERVATION OF SAFETY

Every employee is expected to accept safety and accident prevention as an active part of his/her job assignment. He/she should observe, correct, and report safety hazards as a basic job requirement. The District will furnish equipment required for safety.

16. LEAVES OF ABSENCE

16.1. DISABILITY BENEFITS PROGRAM

16.1.1. The plan is to provide monthly disability benefits not to exceed two-thirds (2/3) of a participant's monthly compensation at the time disability commences, but reduced by Social Security retirement or disability benefits, workers' compensation
benefits, and any other benefits by reason of employment which are financed wholly or partly by employer members of the retirement plan.

16.1.2. Prior to the end of the employee’s unpaid leave of absence for health, an employee may apply for long-term disability benefits.

16.1.3. Monthly benefits are not payable until a participant has been totally disabled for a period of six (6) months.

16.1.4. The District will provide the above benefits in accordance with state statute (HB 2181).

17. ABANDONMENT OF POSITION

17.2. If an employee fails to appear for work on five (5) consecutive, scheduled workdays and fails to communicate with his/her supervisor of his/her absence, the Commander may deem the position abandoned and seek termination of the employee’s employment. The Commander or designee should make a reasonable attempt to contact the employee during this time.

18. DURATION

This policy will become effective on August 1, 2014, and will continue in effect through June 30, 2015. The provision(s) of this policy manual will not be extended orally; and it is expressly understood that it will expire on the date indicated unless the parties, through mutual consent, agree to extend the termination date.

19. GLOSSARY - DEFINITION OF TERMS

For the purpose of clarification and definition, the following terms and definitions will be applicable throughout the contents of this working agreement.

19.1. Designee – An individual who has the authority to act on behalf of the position referenced in the policy manual.

19.2. Base Pay – The dollar amount appropriate for the employee’s current grade and step as defined on the approved salary schedule printed in the current employee policy manual.

19.3. District - The total central administrative and support body.

19.4. Location - Shall indicate campus, freestanding centers, District headquarters, etc.

19.5. Department - Shall be construed to mean the District-level operations for all persons covered by this manual - Public Safety.

19.6. Section - Section shall be construed to denote that group of Public Safety employees under the direct supervision of the Commander or designee.

19.7. Classification - Shall be construed as the job title for any employee such as Police Officer, etc.

19.8. Differential - A premium rate paid for work performed outside of normal working conditions and/or working hours.

19.9. Agent(s) - A person serving as a manager who has been delegated the authority by the Governing Board to recommend its initiatives.

19.10. Red-lined or Y-Rated - An employee who receives a salary that is higher than the top step of the grade/classification.

19.11. Certified Personnel - Indicates a classification which requires an AZPOST certification as a requirement of the position; e.g., Police Officer.

19.12. Working Day – Any day the College/District Office is open for regular business.
APPENDIX A - STAFF DEVELOPMENT

A.1. PHILOSOPHY

A.1.1. The purpose of the Staff Development Policy is to help the employee in staff development. It is important that present skills be consistently refined in order to analyze, evaluate, reason, and make sound decisions. The refinement and improvement of these skills can also prepare the employee for positions of greater responsibility. Job performance, potential, competition for recognition and education are all important factors in equipping the employee to assume greater responsibilities.

A.1.2. The goal of the Staff Development Committee is to encourage the employee to increase his/her scope of knowledge, to update previous academic learning, or to sharpen the employee’s thinking as required by the job. Individual financial assistance may be given to eligible employees taking upper division courses at accredited colleges or universities or attending job related seminars, workshops, or other activities.

A.2. FUNDING

Forty eight thousand seven hundred and thirty seven dollars ($48,737) shall be allocated for 2014-2015.

A.3. ELIGIBILITY

All employees, including probationary employees, are eligible to participate in staff development activities provided:

A.3.1. The employee must have an Associate of Arts Degree or equivalent hours (not required for job-related seminars, workshops, or other activities).

A.3.2. The course must be job-related or required as part of the degree program, provided that the individual career development program has been filed with the Manager Employee & Organizational Learning or designee.

A.3.3. A final grade of “C” or better must be received for all grades or courses.

A.3.4. Because of limited resources, the employee cannot receive tuition benefits, scholarship aid, VA benefits, or other financial aid for the courses, job-related seminars, workshops, or other activated as designated on the staff development applications during the term of the enrollment/attendance. This excludes any type of aid that needs to be repaid (i.e. loans.)

A.4. APPLICATIONS

A.4.1. Application Forms: Tuition/Registration Reimbursement application forms are available in the Chief’s Office. Applications must be submitted to the Manager Employee & Organizational Learning or designee. When received, applications will be reviewed for minimal qualifications by the Staff Development Committee. Meetings will be scheduled monthly, or at the discretion of the chairperson. All applications must be reviewed by the committee to determine the qualifications of the applicant. All applications must include information requested by the committee.

A.4.2. Tuition/Registration Reimbursement Application Deadlines

Fall Semester—First Monday in October
Spring Semester—First Monday in March
Summer Schedule will be approved on an individual basis.
A.5. APPLICATION PROCEDURE

A.5.1. The application must be submitted through the Manager Employee & Organizational Learning or designee.

A.5.2. Upon receipt of the application, the date and time will be recorded by the Manager Employee & Organizational Learning or designee.

A.5.3. The Manager Employee & Organizational Learning or designee will validate transcripts and degrees or equivalent.

A.5.4. The Staff Development Committee will meet to consider applications.

A.5.5. To receive Staff Development Committee consideration for seminars, workshops, and conferences, the deadline applications is three (3) weeks prior to the activity.

A.5.6. The Staff Development Committee chairperson will notify the applicant as to approval or disapproval within five (5) working days of committee action.

A.5.7. The applicants may appeal directly to the Staff Development Committee.

A.5.8. The decision of the Staff Development Committee will be final.

A.6. REIMBURSEMENT

A.6.1. Reimbursement Amounts

A.6.1.1. Transcripts must be submitted to the office of Employee and Organizational Learning (EOLT) for presentation to the committee for evaluation. The transcripts will then be forwarded to human resources for inclusion in the employee's personnel file.

A.6.1.2. The office of Employee and Organizational Learning (EOLT) will reimburse one hundred percent (100%) of the semester tuition for approved course(s), books, and lab fees up to, but not to exceed two thousand ($2000) dollars. No reimbursement will be made for school supplies.

A.6.1.3. The Committee will reimburse one hundred percent (100%) of registration/travel/book fees/costs up to two thousand dollars ($2000) for approved applications to job-related seminars, workshops, or other activities.

A.7. STAFF DEVELOPMENT COMMITTEE

A.7.1. The Staff Development Committee will be composed of three (3) Public Safety employees elected by those employees covered by Policies: Public Safety, District Human Resources, and a representative of the Employee and Organizational Learning Team (EOLT).

A.7.2. Elections shall take place in the spring, and the elected employees shall serve a three (3) year term commencing July 1 and ending June 30. In the event an elected employee is not able to complete his/her term of service, the vacancy shall be filled by an appointment decided by the Executive Committee. All members appointed to the Staff Development Committee including the representative of the Employee and Organizational Learning Team (EOLT), will be voting members of the Committee.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 23 day of April, 2014 by and among the Maricopa County Community College District ("MCCCD") and the Faculty Association ("Faculty"), hereafter referred to jointly as "the parties."

1. During the 2012-2013 Meet and Confer process, the parties negotiated a new Section of the Residential Faculty Policy Manual ("RFP"), Section 3.5. (New) Probationary Faculty Peer Assistance and Review, which goes into effect on July 1, 2014 for Probationary Faculty members.

2. The parties wish to clarify the effect of this new language and process on those Residential Faculty members who are scheduled to complete the five year probationary period, as defined in the definition of Residential Faculty in Section 1.2. of the RFP, at the completion of the 2014 Fall Semester.

3. For the purposes of the interpretation of the Residential Faculty Policies from now until January 1, 2015, the parties hereby agree that the following language shall be considered to be a part of the policies and the policies shall be considered amended to include the following language.

"Effect of Section 3.5. (New) Probationary Faculty Peer Assistance and Review, on Current Fifth-Year Residential Faculty."

Section 3.5 (New) Probationary Faculty Peer Assistance and Review, when it goes into effect on July 1, 2014, will not apply to those Residential Faculty members who are scheduled to complete their five-year probationary period at the end of the Fall semester of 2014. Such faculty members will be required to complete an FEP as described in current Section 3.5 Faculty Evaluation Plan (FEP) for Instructional Improvement, which Section will apply to these faculty members. Faculty who successfully complete their five-year probationary period at the end of the Fall Semester of 2014 (meaning those members who are not non-renewed or whose probationary period is extended per Section 3.10.) will be awarded Appointive status as described in FEP Section 1.2 Residential Faculty."

4. Term of Memorandum. This MOU shall remain in full force and effect from the date below until January 1, 2015 or until modified or terminated by a written document signed by the parties, whichever occurs first. This MOU can only be extended past January 1, 2015 by written agreement signed by the parties.

Faculty Association

[Signature]
President

Maricopa County Community College District

[Signature]
Vice Chancellor for HR

4/23/14
Date
Professional Staff Association
Lynne Mary
Executive President
5-20-14
Date

Management/Administrative/Technological Organization
Dan Huston
President
5-20-14
Date

Maintenance and Operations Employee Group
Cheryl L. Caldwell
President
5-20-14
Date

Public Safety Employee Group
John C. Barden
President
6/17/14
Date

Maricopa County Community Colleges District
Vice Chancellor for HR
5/21/14
Date
Appendix G – Staff Policy Manual

Maricopa & EMCC Southwest Skill Centers

Policies

(Effective August 1, 2014)

Published by
Maricopa County Community College District
HR Solutions Center

The Maricopa County Community College District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, citizenship status (including document abuse), age, disability, veteran status, or genetic information in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance</td>
<td>1</td>
</tr>
<tr>
<td>Employment</td>
<td>2</td>
</tr>
<tr>
<td>Lunch and Rest Periods</td>
<td>6</td>
</tr>
<tr>
<td>Evaluation</td>
<td>6</td>
</tr>
<tr>
<td>Types of Layoff/Separation</td>
<td>7</td>
</tr>
</tbody>
</table>
1. **GOVERNANCE**

1.1. **Administration**

1.1.1. **Management**

1.1.1.1. The Maricopa Skill Center is a division of GateWay Community College and the EMCC Southwest Skill Center is a division of Estrella Mountain Community College within the Maricopa County Community College District.

1.1.1.2. The line of administration is as follows:

- Governing Board of the Maricopa County Community College District
- Chancellor of the Maricopa County Community College District
- President of GateWay Community College/President of Estrella Mountain Community College
- Executive Director Maricopa Skill Center/VP Occupational Education
- EMCC Southwest Skill Center
- Directors and Assistant Directors of Maricopa/EMCC Southwest Skill Centers.

1.1.2. **Administrator.** The Chief Administrator of the Maricopa Skill Center is the Executive Director. The Chief Administrator of the EMCC Southwest Skill Center is the Director. The powers and duties of the Chief Administrator of the Maricopa Skill Center/EMCC Southwest Skill Center are set by the Governing Board.

1.2. **Basic Philosophy**

Employees of the Maricopa/EMCC Southwest Skill Center shall carry out the policies of the Governing Board, shall perform their duties assigned to them according to their position descriptions and/or their supervisor(s), and shall perform such duties and responsibilities with professional skill in order to ensure wise utilization of District resources for the implementation of the educational program.

1.3. **Advisory Councils**

1.3.1. **Advisory Councils for the Maricopa/ EMCC Southwest Skill Centers**

1.3.1.1. The Maricopa/EMCC Southwest Skill Centers will maintain a network of active advisory councils, including a separate council for each vocational training program (Program Advisory Council) and a council for the Skill Center as a whole (Administrative Advisory Council).

1.3.1.2. Each council will meet at least once a year with additional meetings as needed. Minutes of each council meeting will be filed in the instruction office.

1.3.2. **Administrative Advisory Council**

The Administrative Advisory Council will be selected and appointed based on their involvement in industry, public relations, legislation, community support, and problem solving of special issues. The Administrative Advisory Council should reflect the diversity of the community, business and industry.

1.3.3. **Program Advisory Councils**

1.3.3.1. The Program Advisory Councils shall:

   (a) recommend program changes consistent with labor and job market trends or demands/needs; (b) validate instructional
competencies; (c) assist in assessment of vocational program relevance to current employer; (d) assist in program improvement and marketing; (e) review program equipment needs and recommend equipment replacement; (f) provide or assist in locating field trip or demonstration opportunities for students, and job shadowing, internship, or training upgrade opportunities for program instructional staff.

1.3.3.2. Council membership should be diverse and shall represent the employment scope of the vocational program. Members will be selected for their expertise in the occupational area and/or ability to benefit the program. The Advisory Council will serve as a resource to Instructors and Skill Center Staff. Minutes for each council meeting will be filed and used as supporting data during program review / development for continuous improvement.

2. EMPLOYMENT

2.1. Employment Procedures

2.1.1. A job vacancy may occur as the result of a new position being budgeted, a retirement, or a resignation or termination.

2.1.2. Job vacancies will be filled in accordance with the procedures developed by the administrative staff of the Maricopa/EMCC Southwest Skill Center and will follow all Equal Employment Opportunity guidelines.

2.2. Orientation

All new employees will receive a Maricopa Community College District and Skill Center New Employee Orientation.

2.3. Salary Placement

2.3.1. An internal or an external applicant’s qualifications shall be evaluated thoroughly at the time of selection, based upon validated transcripts of academic work, professional certificates, and verified related work experience. For a copy of the salary grades, call District Compensation Office or see [http://www.maricopa.edu/employees/divisions/hr/salary/schedules](http://www.maricopa.edu/employees/divisions/hr/salary/schedules).

The Chief Administrator or designee will be responsible for equating these qualifications to the minimum eligibility requirements for step placement.

2.3.2. The person selected for a position must have at least the minimum qualifications for that position.

2.3.3. It shall be the applicant’s responsibility to provide the Skill Center’s Human Resources Office with necessary information and to update his/her file.

2.3.4. All undergraduate and graduate degrees and credit hours must be earned at accredited institutions. Work done at foreign universities will be considered if evaluated (at the applicant’s expense) by an approved company to provide such services. Call District Human Resources for additional information on approved companies.

2.3.5. Initial appointment of an applicant to a specific position will normally be at step one (1) of the schedule that applies to the position. Placement beyond the normal step one (1) position will be based on specific educational background and specific work experience in the field to be taught or worked.

2.3.5.1. Administration/Management/Staff

(a) One additional step may be given for two (2) years of specific
management or administrative or staff experience.
(b) One step beyond (a) may be granted for each additional year of specific management or administrative or staff experience (either within or outside of education).
(c) Placement may not exceed a maximum of three (3) steps above step one (1); maximum of step four (4).

2.3.5.2 Instructors

(a) One additional step may be given for one (1) year of full-time specific teaching experience plus three (3) years of work related experience effective July 1, 2006.
(b) One step beyond (a) may be granted for each additional year of specific full-time teaching experience and work related experience.
(c) Placement may not exceed a maximum of three (3) steps above step one (1); maximum of step four (4).

2.3.6. Salary placement may be made above step four (4) to meet the unique needs of the Maricopa/EMCC Southwest Skill Center if approved by the Chief Administrator.

2.3.7. An existing regular employee may apply for any posted position. Should the employee successfully complete the application process and be offered the applied for position, he/she may exercise all rights granted to external candidates in the course of establishing hiring terms and conditions.

2.4. **Job Description and Classification Groups**

Each employee will be given a job description to read and sign when he/she is employed. The duties and responsibilities outlined in the job description are general in nature and are intended as guidelines for what may be expected of the incumbent. The job description will also identify employee Fair Labor Standards Act (FLSA) status. Any question regarding status should be directed to the Chief Administrator or designee. Call or visit the Center’s HR office for a copy of job descriptions or see [http://www.maricopaskillcenter.com/](http://www.maricopaskillcenter.com/).

2.5. **Educational Advancement**

2.5.1. The Chief Administrator or designee will decide issues regarding acceptability of institutions or organizations conferring degrees or awarding certificates.

2.5.2. Probationary employees are not eligible for an educational advancement. Credits/degree/certifications earned during the probationary period may be submitted for educational advancement after successful completion of the probationary status and conversion to regular full-time employee status. The step increase or stipend will be effective in the pay period following verification of evidence.

2.5.3. Employees who benefit under the Professional Growth Assistance Program are eligible for Educational Advancement benefits.

2.5.4. Compensation for formal education for current full-time employees may be awarded for the completion of earned college credit under the following guidelines:

Employees with no degree – completion of 30 or more college credits that include 100 level English, Reading and Math classes.

Employees who earn their first associate degree

Employees who earn their first bachelor degree

Employees who earn their first master degree
Employees who earn their first doctoral degree, or

Employees who earn one or more certifications on or after July 1, 2003.

Awards based on certification are established on an approved point system; to maintain equity with academic degree awards, more than one certification will usually be required for salary compensation.

2.5.5. Qualifying certificates must be awarded by a nationally recognized professional or technical organization, or by an accredited higher education institution.

2.5.6. Compensation shall be at the rate of one (1) step, or a one-time stipend that is equivalent to a step for those to whom a step is not available. Step increase or stipend will be effective in the pay period following verification of evidence.

2.5.7. This policy is effective for earned credits; degrees and certificates awarded on or after July 1, 2003, and are not influenced by awards earned prior to July 1, 2003. No employee may be granted more than two (2) such increments on or after July 1, 2003. The earned credits/degree/certification(s) must be awarded during employment as a regular full-time employee.

2.5.8. Skill Center Human Resources and the Business Office will process the necessary documents to compensate the employee for an approved step or stipend.

2.5.9. This article is not subject to the grievance procedure.

2.6. Reclassification

2.6.1. Probationary employees are not eligible for reclassification.

2.6.2. Reclassification for regular employees is approved/denied through a committee selected by the Chief Administrator or designee. The Reclassification Committee will consist of members from instruction and management/administration. The procedures regarding reclassification actions will be recommended by the Committee and approved by the Chief Administrator.

2.6.3. If a reclassification request is sustained, salary increase will be effective the first day of the pay period following the approval of the Chief Administrator.

2.6.4. This article is not subject to the grievance procedure.

2.7. Administrative Reassignment

Management Initiated Reassignment - A reassignment initiated by the Skill Center/ District Office management personnel. The employee will not be required to serve a new probationary period.

Employee Initiated Reassignment - An employee requests to be reassigned to another position. The employee will be required to serve a new probationary period.

2.7.1. An administrative reassignment is recommended by the appropriate Chief Administrator and approved by the college president.

2.7.2. Except in critical situations, or where all parties agree, an employee who is reassigned will be notified verbally by Skill Center/EMCC HR staff. Written confirmation will be sent within ten (10) working days to the employee with copies to the District HR office.

2.7.3. An employee may be reassigned to a position at a lower grade, the same grade, or a higher grade.

2.7.3.1. If the involuntary reassignment is to a lower grade, the employee's current salary will remain in effect until the salary schedule is revised, and/or a step is granted. This action may necessitate that
an employee's salary will be off schedule (not on step) until the next step is granted.

2.7.3.2. If the reassignment is to an equal grade, the salary will remain the same.

2.7.3.3. If the reassignment is to a higher grade, salary placement will follow the guidelines set forth in Section 2.3. Any change to salary will be effective the first day of the assignment. Accumulated sick leave, vacation credits, and all benefits to which employee is entitled, including any changes in same, will take effect as of the date of the reassignment.

2.8. Temporary Administrative Reassignment

A temporary administrative reassignment will generally be for a maximum of two (2) years.

2.8.1. If the reassignment is to an equal grade, the salary will remain the same.

2.8.2. If the reassignment is to a higher grade, salary placement will follow the guidelines set forth in section 2.3. Any change to salary will be effective the first day of the assignment. Accumulated sick leave, vacation credits, and all benefits to which employee is entitled, including any changes in same, will take effect as of the date of the reassignment.

3. LUNCH AND REST PERIODS

3.1. Lunch Period. Each employee will have a duty-free one hour lunch period.

3.2. Rest Period. Non-exempt employees will be allowed a fifteen (15) minute rest period during the first four (4) hours worked and a fifteen (15) minute rest period during the second four hours worked. A rest period will not be granted during the first or last hour of a work period. The scheduling of the rest period and the lunch period will be the responsibility of the supervisor.

4. EVALUATION

4.1. Evaluation of Instructional Staff

4.1.1. In addition to the annual employee evaluation, full time instructors / associate instructors will have at least one classroom visit by the Chief Administrator or designee during the annual evaluation period. The evaluation will include, but not be limited to: (a) classroom observation; (b) student evaluations; (c) review of classroom materials; (syllabus, program/course outline, student progress forms, and daily attendance records); (d) review of instructor-prepared learning projects; (e) equipment and training aids to support the learning activity.

4.1.2. Additional evaluations will be scheduled when there are conditions that indicate its need. Such conditions include, but are not limited to: (a) student complaints; (b) industry/agency complaints on the quality of the graduates; (c) low completion or retention rates for students.

The results of these classroom visits will be documented and included as part of the annual employee evaluation.

4.2. Evaluation Process of Regular Full Time Employees

4.2.1. Evaluations will be administered annually (the month the employee received regular full time status) by the employee's supervisor. The annual evaluation will be one of the tools to assist in improving performance. The annual evaluation will also be a factor considered in retention and/or dismissal. The employee will review the evaluation with his/her supervisor and may make written comments/observations. The employee has ten (10) working days after initial
review of the evaluation to make comments/observations. No additional supporting data will be recorded or collected after the ten working day window. The employee must sign the evaluation. Evaluations will be processed through the Skill Center Human Resources Office.

4.2.2. The employee's signature does not represent concurrence, but rather that the employee has read the evaluation. A copy of the evaluation will be given to the supervisor/employee after final approval by the Chief Administrator. A copy of the evaluation will be placed in the Skill Center's employee's personnel file.

5. TYPES OF LAYOFF/SEPARATION

5.1. Layoff

5.1.1. Layoff will be that type of separation that severs an employee's services due to lack of work available that matches the employee's particular qualifications and capabilities, program closure, decline in enrollment, or lack of funding.

5.1.2. After consultation with District HR, the employee will be notified in writing by the Chief Administrator at least fifteen (15) calendar days prior to a layoff.

5.1.3. When an employee is laid off, he/she may be given preference for rehiring if the job position is re-instituted within a period of six (6) months.

5.2. Resignation

5.2.1. A resignation occurs when an employee voluntarily terminates his/her employment with the Skill Center. It is recommended that an employee notify the Chief Administrator at least two weeks prior to the effective date of his/her resignation.

5.2.2. The employee must provide a letter of resignation to the Chief Administrator and schedule an exit interview. The Chief Administrator will acknowledge, in writing, acceptance of the resignation and set a date and time for the exit interview.

5.2.3. Upon the effective resignation/termination date, an employee waives all rights that he/she has held as an employee and shall be treated as a new employee should he/she return to the District.

5.3. Retirement

General Maricopa/EMCC Southwest Skill Center employees are subject to the Arizona Retirement System and may retire according to its provisions. See http://www.maricopa.edu/employees/divisions/hr/benefits/separation/asrs/.

5.4. Voluntary Termination

5.4.1. Two (2) weeks prior to resignation, the employee will provide a letter of resignation to the supervisor and the Skill Center HR Office. The employee may schedule an exit interview with the Chief Administrator or designee.

5.4.2. With voluntary or involuntary termination of employment, an employee waives all rights that he/she had as an employee and will be treated as a new employee should he/she return to the Skill Center.

5.5. Involuntary Termination

5.5.1. If an employee fails to appear for work on three (3) consecutive scheduled workdays and fails to communicate with their supervisor regarding their absence, the administration may deem the position abandoned and seek termination of the employee's employment. A supervisor should make a reasonable attempt to contact the employee during this time.

5.5.2. A regular employee may be terminated for cause. Before termination for cause is undertaken, the Chief Administrator will make a careful analysis of all
circumstances. The Chief Administrator will send his/her recommendation for termination to the College President for review. The College President will, if he/she concurs with the recommendation, request approval for the termination of the employee from the Vice Chancellor of Human Resources. The employee will receive a written notification from the Human Resources Department of the termination. A regular employee may appeal his/her termination to the College President, GateWay/Estrella Mountain Community College, within three (3) calendar days of receipt of the written termination notice. The College President will provide the employee with an opportunity to present reasons, either in person or in writing, why he/she should not be terminated within five (5) calendar days of receiving the employee’s appeal request.

5.5.3. If the employee is recommended for termination, the employee may request a due process hearing. Such request shall be made in writing to the Vice Chancellor for Human Resources within five (5) working days after the receipt of the notice of termination from the District Office Human Resources. If the College President’s decision to terminate stands, the employee may request a post termination due process hearing. Such request shall be in writing to Vice Chancellor for Human Resources within five (5) calendar days from the date the College President responded back to the employee (either in writing or in person).

5.5.4. Upon a timely request, a Hearing Committee shall be constituted and shall be composed of the following: one (1) college president as recommended by the Vice Chancellor for Human Resources, one (1) employee selected by the Chief Administrator, and one (1) employee selected by the employee.

5.5.5. The Hearing Committee shall select a Chair. Unless the parties stipulate to extend the time beyond which is set forth below, the Chair shall conduct a meeting with the employee and his/her representative no later than twenty (20) working days after the formation of the committee for the purpose of exchanging exhibits, witness lists and summaries of witness testimony. The Chair may choose to deny admission of an exhibit(s) or witness testimony for failure to comply with this section.

5.5.6. Unless the parties otherwise agree, the Hearing Committee shall conduct the hearing no later than ten (10) working days after the exchange of information detailed in section 5.5.5. if applicable. Prior to the hearing, the employee must declare, in writing, whether he/she wishes the hearing to be made public or in closed session. The employee may attend the hearing; present testimony, evidence or statements, oral or written, in his/her behalf; and be represented by legal counsel or other representative.

5.5.7. Within five (5) working days after completion of the hearing, the Hearing Committee shall provide the Vice Chancellor for Human Resources with a written summary of the evidence that was presented during the hearing. In addition the Hearing Committee shall render binding written findings of fact and conclusions of law and forward same with its recommendation regarding the appropriateness of the dismissal to the Vice Chancellor for Human Resources. The above deadline may be extended up to fifteen (15) working days after completion of the hearing if the Hearing Committee requests briefs and/or recommended findings of fact and conclusions of law from the parties.

5.5.8. After receiving the Hearing Committee’s summary of evidence, findings of fact and conclusions of law, the Vice Chancellor for Human Resources may meet with the Hearing Committee to clarify the summary of evidence, finds of fact and conclusions of law. The Vice Chancellor for Human Resources shall have ten (10) working days in which to review the recommendation regarding dismissal. The Vice Chancellor for Human Resources may adopt the recommendation and forward
same with the summary of the evidence, a copy of the findings of fact, conclusions of law and the Hearing Committee’s recommendation to the Chancellor.

5.5.9. The Chancellor may choose to meet with the employee and/or his/her representative and a representative of the administration in executive session (the employee may choose to have this meeting in public) to hear arguments regarding the appropriateness of the Vice Chancellor for Human Resources’ recommendation regarding dismissal. The length of the meeting shall not exceed one (1) hour.

5.5.10. The Chancellor, at a public meeting, shall render the final decision regarding the employee’s appeal. A copy of the final decision shall be sent (U.S. certified or registered mail) to the employee at his/her place of residence as recorded in District records.

5.6. Exit Interview

5.6.1. When an employee is terminated, either voluntarily or involuntarily, an exit interview will be conducted by the Chief Administrator or designee.

5.6.2. There are areas on the exit interview check sheet, regarding keys, equipment, ID cards and materials that must be signed off by the immediate supervisor. The exit interview check sheet will be filed with the Skill Center Human Resources staff.