



**MARICOPA  
COMMUNITY  
COLLEGES**

# **Crafts Policies**

## **2004-2006**

(Revised July 1, 2004)

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## **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 Director Employee Services or 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 Director Employee Services or the Vice Chancellor for Human Resources.

### **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 seven thousand five hundred dollars (\$7,500) 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 his/her 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 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 Director Employee Services 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. EMPLOYMENT**

**4.1.** 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.

A vacancy occurs when a new position is added to the staffing allocation. Vacancies may occur when an employee leaves the District, when an employee is promoted, or under other similar circumstances. It will be the responsibility of the Director Employee Services to determine the circumstances under which vacancies will be created and announced.

- 4.1.1. Following are the steps to be followed in posting of job openings:
  - 4.1.1.1. When a vacancy occurs, Employee Services will advertise the opening for a minimum of ten(10) consecutive working days internally before advertising externally for a minimum of five(5) consecutive working days.
  - 4.1.1.2. Information appearing on the advertisement bulletin shall contain the following:
    - 4.1.1.3. Department.
    - 4.1.1.4. Position title.
    - 4.1.1.5. Annual salary/hourly.
    - 4.1.1.6. Supervisor.
    - 4.1.1.7. Place to apply.
    - 4.1.1.8. Closing date.
    - 4.1.1.9. Length of contract in months.
    - 4.1.1.10. Shift work: state hours.
    - 4.1.1.11. Job opportunities are communicated internally and are posted on the MCCC web page.

4.2. The posting of employment vacancy provisions may be waived by the Director for Employee Services for those individuals successfully completing the Crafts Apprenticeship Training Program.

4.2.1 In view of the fact that Crafts employees will receive consideration for vacant positions prior to the assignment of a trainee who has completed the program, trainees will be assigned to vacancies only after internal application and transfer procedures have been completed providing an opportunity for all regular Crafts employees to apply and be considered.

4.2.2 A trainee who has completed the training program is considered a Crafts employee and will be eligible for placement prior to trainees who are just completing the training program.

#### 4.3. SELECTION

- 4.3.1. All Crafts employees shall be employed or terminated by the Governing Board as administered within the operational rules.
- 4.3.2. The selection process for filling Crafts vacancies will include a minimum of one Crafts personnel of the same trade as the position to be filled, as a participant on the selection committee.
- 4.3.3. Successful applicants must furnish proof of a journeyman card, or proof of four (4) years of full time journeyman level experience in the field, or proof of completion of a nationally recognized apprenticeship program. Crafts leadership shall forward a list of nationally recognized apprenticeship programs to the Director Employee Services.

#### 4.4 SALARY ADMINISTRATION

##### 4.4.1 PLACEMENT

Initial appointments will normally be at step one (1) of the schedule which applies to the position as classified by the district.

#### 4.4.2 Current Listing of All Position Titles by Grade

Group	Titles
10	Carpenter Electrician HVAC Maintenance Technician Plumber  Equipment Mechanic  Painter

#### 4.4.3. PAY INCREASES

For the fiscal year 2005-2006, the employees will receive a 5% salary adjustment effective July 1, 2005. See <http://www.dist.maricopa.edu/hrweb/wagesal/sal2006/index.htm> for the 12 month and hourly 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. REGULAR PART-TIME EMPLOYEES

5.2.1. Regular part-time employees are employees working at least twenty (20) hours per week but less than thirty (30) hours per week and occupying budgeted positions. Upon written requests and in concert with other regulations relating to District-provided benefits, employees in this category shall be eligible for all benefits received by regular full-time employees at a fifty percent (50%) pro rata amount of Flex Benefit credits.

5.2.2. Employees in this category are automatically eligible for statutory benefits.

#### 5.3. TEMPORARY EMPLOYEES/SUBSTITUTE EMPLOYEES

5.3.1. 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.

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

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

- 5.3.4. 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.
  - 5.3.4.1 A current journeyman's card.
  - 5.3.4.2 Proof of four (4) years of full-time work experience in the field or proof of completion of a nationally recognized apprenticeship program.
- 5.3.5. 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.

## **7. LATERAL TRANSFERS**

Crafts 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.

- 7.1. A request for transfer form and a completed application form must be submitted to the Employee Services 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 (1) fiscal year. An employee must file a new transfer request and completed application each fiscal year. The Employee Services Department will process all transfer requests prior to advertising.
- 7.2. Once a posting request is received in the Employee Services department, the Employee Services staff must process all applicable transfer requests currently on file, before advertising the vacant position.
- 7.3. The Employee Services Department shall notify the appropriate supervisor and make arrangements 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 Employee Services Department shall notify the employee and his/her supervisor of the approval to transfer.
- 7.4. Unsuccessful lateral transfer applicants will be notified by the Employee Services Department. The applicant may then submit an application through the external process.

## **8. EMPLOYMENT MOBILITY**

## **8.1 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 for a final determination.

## **8.2. 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.

- 8.2.1** A qualified employee may be assigned to a position of the same grade or a higher grade.
- 8.2.2.** If the assignment is to an equal grade, the employee's salary will remain the same.
- 8.2.3.** 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.
- 8.2.4.** A temporary administrative assignment will generally be for a maximum of one (1) year.
- 8.2.5.** 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.
- 8.2.6.** 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.

## **8.3. CRAFTS APPRENTICESHIP TRAINING PROGRAM**

### **8.3.1. Crafts Apprenticeship Training Program**

The parties agree to continue, during 1998-99, 1999-2000, 2000-01, 2001-02, 2002-2004, 2004-2005 and 2005-2006 Crafts Apprenticeship Training Program.

### **8.3.2. Crafts Apprenticeship Training Committee**

The parties agree to continue for 1998-2006 the Crafts Apprenticeship Training Committee, which will be advisory to the Vice Chancellor for Human Resources.

The Committee will be composed of the Committee Chair, the Director of Employee and Organizational Learning or designee; an Employee Services 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.

#### **8.4. SENIORITY**

- 8.4.1.** For the purpose of layoff and reassignment, seniority will be defined in the following order:
- 8.4.2.** Paid time in service within the District.
- 8.4.3.** Paid time in service within the classification.
- 8.4.4.** 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.

#### **8.5. PROMOTION**

- 8.5.1.** 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.
- 8.5.2.** 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.
- 8.5.3.** Funding is continued for the Crafts Apprenticeship Training Program for the fiscal years 1998-2006.

#### **8.6. ACTING ASSIGNMENT**

- 8.6.1.** 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.
- 8.6.2.** 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.

### **9. STANDARD WORKDAY AND WORKWEEK**

- 9.1.** 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.

#### **9.2. FOUR (4) DAY WORKWEEK**

- 9.2.1.** The College President and the Director Employee Services may assign Crafts personnel to a consecutive four (4) day, ten (10) hour, workweek, commencing on Monday or Tuesday.
- 9.2.2.** Those employees on a four (4) day workweek will be charged one and one quarter (1.25) days for sickness and vacation.
- 9.3.** 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.
- 9.4.** 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.
- 9.5. SHIFT ALTERATIONS**
  - 9.5.1.** 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.
  - 9.5.2.** 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.

**9.6. 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.

**9.7. 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.

**10. OVERTIME**

- 10.1.** 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 there is agreement in advance that compensatory time will be granted 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.

- 10.2.** 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.
- 10.3.** 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.

- 10.4. 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, he/she shall be paid 10% of his/her hourly pay for each hour he/she is required to be available for immediate response.
- 10.5. 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.
- 10.6. The cost of pager, computers, or other needed equipment shall be borne by the District or the campus unit.
- 10.7. 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.

## 11. PAY DIFFERENTIALS

### 11.1. TEN (10) YEAR ANNIVERSARY

- 11.1.1. 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.
- 11.1.2. Effective July 1, 1995, 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.

### 11.2. EDUCATIONAL COMPENSATION

- 11.2.1. 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.
- 11.2.2. 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.
- 11.2.3. Effective July 1, 2000, 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 (11.2. 1.)

## **12. UNIFORMS**

**12.1** 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).

**12.1.1** The uniform for painters may be as indicated in paragraph 12.1., or a painter may wear white trousers with a white shirt or white coveralls.

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

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

**12.1.4.** All Board approved Crafts employees who are required to wear an uniform will receive an allowance of four hundred fifty dollars (\$450) per fiscal year.

**12.1.5.** Eligible employees will receive two hundred twenty-five dollars (\$225) twice annually, on the second payroll check in the months of December and June.

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

**12.1.7.** 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.

## **13. TRANSPORTATION**

**13.1.** 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 17.2. will apply.

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

**13.3.** 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).

## **14. EMPLOYEE DEVELOPMENT EVALUATION**

### **14.1. Purpose**



representative from the Employee Services staff as a facilitator/mediator. Under normal circumstances, all parties will be notified of representation. On this occasion a written record will be made and included in the employee's official personnel file.

- 15.3.2** The emphasis should continue to be corrective in intent. The employee should clearly understand the hazard of continued failure to meet reasonable standards of performance or conduct.
- 15.3.3.** Upon proof of satisfactory performance, at the end of a six (6) month period, the written record will be removed from the official personnel file and destroyed by the Manager for Employee Relations.

#### **15.4. DISCIPLINARY ACTION, PROBATION, AND DISMISSAL**

- 15.4.1.** If the above two (2) steps have been pursued by the Facilities Manager/Director Buildings and Grounds and the employee fails to respond satisfactorily or continues to commit the offense, further disciplinary action may be prescribed by Facilities Manager/Director Buildings and Grounds, in consultation with the Manager for Employee Relations.
- 15.4.2.** Should an employee be interviewed by his/her Facilities Manager/Director Buildings and Grounds, as a result of misconduct on the job (including but not limited to fighting, willful destruction of college documents and/or property, being under the influence of alcohol or drugs during working hours, drinking on the job, or poor job performance), the employee may be placed on probation for forty-five (45) days or suspended without pay for a period of up to ten (10) working days as prescribed by the Facilities Manager/Director Buildings and Grounds, with agreement of the college president and in consultation with the Manager for Employee Relations.
- 15.4.3.** 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 Manager for Employee Relations. The Manager for Employee Relations will then consult with the Director for Employee Services. The Director for Employee Services will carefully review the record and conduct such investigation as he/she deems appropriate.
- 15.4.4.** If the Director for Employee Services deems there are sufficient grounds for dismissal, he/she will recommend same to the Vice Chancellor for Human Resources, who will make the final determination regarding a recommendation of involuntary termination to the Governing Board.
- 15.4.5.** An employee may appeal his/her dismissal recommendation to the Vice Chancellor for Human Resources or designee within three (3) days of receipt of the written termination notice.
- 15.4.6 POST TERMINATION PROCESS**
  - 15.4.6.1.** If the Governing Board accepts the recommendation of the Vice Chancellor for Human Resources and terminates an employee, he/she may request a due process hearing. Such request shall be made in

writing to the Chancellor within five (5) working days after receipt of notice of the Governing Board's decision to terminate.

- 15.4.6.2.** 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.
- 15.4.6.3.** 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.
- 15.4.6.4.** 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 15.3.4.3. 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.
- 15.4.6.5.** 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 termination 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.
- 15.4.6.6.** 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 termination. 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.
- 15.4.6.7.** 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 termination. The length of the meeting shall not exceed one (1) hour.

**15.4.6.8.** 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.

**15.4.7** An employee may grieve the disciplinary action determined as outlined in this Grievance Procedure.

## **16. RESOLUTION OF CONTROVERSY**

### **16.1 INFORMAL RESOLUTION OF NON-POLICY ISSUES**

**16.1.1** An employee who has a problem or concern shall have a meeting/discussion with his/her immediate supervisor prior to initiating a written request for formal resolution. The meeting shall take place within three (3) working days of the employee's request. The purpose of this meeting/discussion is to seek informal resolution of the problem. The employee and supervisor shall meet to discuss the employee's specific concern in an attempt to reach an agreement.

**16.1.2** If the supervisor and employee are unable to resolve the issue informally, the employee may proceed and file for formal resolution.

**16.1.3** If the problem involves the employee's immediate supervisor, the employee shall have the right to meet informally with the next higher level of authority.

### **16.2 FORMAL RESOLUTION OF NON-POLICY ISSUES**

**16.2.1** In the event of a perceived inequity or a circumstance which is not covered either by this Policy manual or Board policy, an employee shall have the right to appeal for resolution by the following procedures:

**16.2.1.1.** A written statement of the situation or decision in question shall be appealed to the appropriate level as follows:

**16.2.1.1.1.** Department Director/Manager

**16.2.1.1.2.** College Dean

**16.2.1.1.3.** College President

**16.2.1.1.4.** Vice Chancellor

**16.2.2** The appeal process shall start at the level next higher than the person involved in the decision in question. If the decision under appeal was made at the highest College level, the process will move to the District Office.

**16.2.3** Employee representatives will be allowed reasonable release time to sufficiently assist employees in meetings with management. The employee may be accompanied by an employee representative of his/her choice when meeting with the above individuals.

**16.2.4** The employee shall receive a written decision from each of the above levels of authority.

## **16.3 RESOLUTION FOR POLICY-RELATED ISSUES**

### **16.3.1 INFORMAL RESOLUTION**

**16.3.1.1** An employee who has a problem or complaint shall have a meeting/discussion with his/her immediate supervisor prior to initiating a formal, written grievance. The meeting shall take place within three (3) working days of the employee's request. The purpose of this meeting/discussion is to seek informal resolution of the problem. The employee and supervisor shall meet to discuss the employee's specific concern in an attempt to reach an agreement.

**16.3.1.2** If the supervisor and employee are unable to resolve the issue informally, the employee may proceed and file a formal grievance.

**16.3.1.3** If the grievance involves the employee's immediate supervisor, the employee shall have the right to meet informally with the Step Two authority.

### **16.3.2 FORMAL GRIEVANCE PROCEDURE**

#### **DEFINITIONS**

**16.3.2.1.**A grievance is a formal written allegation by a grievant that he/she has been adversely affected by a misinterpretation, misapplication or violation of a specific provision of this policy manual. But, the term grievance shall not refer to or include disciplinary matters. A grievance excludes any alleged misunderstandings, practice, or other matter(s) outside the terms of this policy manual.

**16.3.2.2.** A grievant is an employee(s) who has completed his/her initial probationary period and is making a claim that he/she has a grievance as defined above.

### **16.3.3 FORMAL RESOLUTION PROCEDURE**

#### **16.3.3.1 Step One: Formal - Immediate Supervisor**

Within ten (10) working days of the time the grievance arises or within ten (10) working days of the date when the grievant should have known of its occurrence, the grievant, either individually or, if requested by the employee, accompanied by a representative from his/her employee group, will present the grievance, in writing, to his/her immediate supervisor. The immediate supervisor shall carefully consider the matter, and within five (5) working days, render a decision, in writing, to the grievant.

#### **16.3.3.2 Step Two: Dean/College Administrator**

If the grievant is not satisfied with the disposition of the grievance at Step One; he/she shall, within five (5) working days after the decision is rendered, prepare an appeal in writing, and submit the appeal, with a copy of the grievance and decision rendered at Step One, to the appropriate dean or college administrator at the next level of supervision. The dean and/or college administrator will hold a meeting within seven

(7) working days after the appeal is received. The meeting will include the grievant, the grievant's immediate supervisor, and if requested by the employee, a representative from the grievant's employee group.

**16.3.3.2.1.** Within five (5) working days after the meeting, the appropriate dean and/or college administrator will render a written decision to the grievant. A copy of the decision shall be forwarded to the immediate supervisor in Step One of the grievance procedure.

### **16.3.3.3 Step Three: College President/Vice Chancellor**

If the grievant is not satisfied with the disposition of the grievance at Step Two and desires to appeal further, he/she shall prepare an appeal in writing, and submit the appeal within five (5) working days after the decision is rendered at Step Two, with a copy of the grievance and the decisions rendered at Steps One and Two, to the appropriate College President/Vice Chancellor. A meeting that will include the College President/Vice Chancellor, the grievant, grievant's immediate supervisor, the appropriate dean and/or college administrator, and if requested by the employee, a representative from his/her employee group, shall take place within seven(7) working days of the time the appeal is received in the College President/Vice Chancellor's office.

**16.3.3.3.1** Within ten (10) working days after the meeting, the appropriate College President/Vice Chancellor will render a written decision, which will be delivered to the grievant. A copy of the decision shall be forwarded to the dean/college administrator in Step Two and to the immediate supervisor in Step One of the grievance procedure.

### **16.3.3.4 Step Four: Vice Chancellor for Human Resources**

If the grievant is not satisfied with the disposition of the grievance at Step Three and desires to appeal further, he/she shall prepare an appeal in writing, and submit the appeal, with a copy of the grievance and the decisions rendered at the first three steps, to the Vice Chancellor for Human Resources. The Vice Chancellor or designee will arrange a meeting at a mutually agreeable time and place not later than seven (7) working days after the receipt of the written grievance with the grievant, and a representative. The Vice Chancellor or designee will provide a written decision to the grievant within seven (7) working days after the meeting or within such additional period of time that is mutually agreed upon. A copy of the decision shall be forwarded to the College President/Vice Chancellor in Step Three, dean/college administrator in Step Two, and the immediate supervisor in Step One of the grievance procedure.

### **16.3.3.5 Step Five: Chancellor**

If the grievant is not satisfied with the disposition of the grievance or if no decision has been rendered within seven (7) working days after presentation of the grievance to the Vice Chancellor for Human Resources, an appeal may be made by the grievant to the Chancellor. It will be in writing and accompanied by a copy of the written grievance which was filed at Step One, and also a copy of the written decisions at Step Two and

Step Three. Not later than ten (10) working days after receipt of the appeal, the Chancellor or designee(s) will hold a meeting on the grievance. In the event the Chancellor must appoint a designee, this designee will be an employee who has had no previous involvement in this case. At the request of the grievant, representatives who participated in previous steps may attend the meeting. Within ten (10) working days after the hearing, the Chancellor or designee(s) shall render a decision in writing, delivered (via certified or registered mail, or by personal service) to the grievant. This decision will be final and binding on the District and employee group, for the duration of this document and subject to the limitations specified therein.

#### **16.4 MISCELLANEOUS**

- 16.4.1** Once a grievance is initially presented, an employee may not present new allegations at a subsequent step.
- 16.4.2** Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Grievant and his/her representative shall be permitted to present oral and written statements during meetings.
- 16.4.3** Working days means any day that the College/District Office is open for regular business. Time limits provided in this procedure may be extended by mutual agreement.
- 16.4.4** The grievance procedure established here will be the sole and exclusive internal remedy available to Crafts employees for resolving disputes arising under this document. This does not preclude any external remedies available to the employee.
- 16.4.5** No reprisals shall be taken against any grievant, representative, or other participant in the grievance procedure by reason of such participation.
- 16.4.6** Documents, communications, and other records dealing with the processing of a grievance will be maintained in a separate grievance file in the Office of the Vice Chancellor for Human Resources. Confidentiality will be maintained, and a copy will be made available to the employee upon request.

#### **17. 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.

#### **18. EMPLOYEE BENEFITS**

**18.1 FLEXIBLE BENEFITS PROGRAM**

**18.1.1.** The District will provide a Flexible Benefits Program to regular employees on nine (9), nine and one-half (9 1/2), ten (10), and twelve (12) month employment periods who work at least twenty (20) hours per week. Full-time employees working less than thirty (30) hours per week as a result of illness or disability status will continue to receive all basic Flexible Benefits credits as outlined below:

**18.1.2. District Contribution Amounts**

The District will contribute benefit credits toward the employee's Flexible Benefits Program, according to the paragraphs below. The District will contribute one-half (1/2) the benefit credit amount toward the half-time employee's Flexible Benefits Program. In addition, the District, under the core program, will pay the premiums for long-term disability insurance and \$20,000 life insurance.

**18.1.3.** The District will contribute benefit credits toward the employee's Flexible Benefits Program. The flex credit level increases will be based upon the medical premium increases of 13.5% to the "core plan" PPO option. The same level of flex credits will be allocated to both the "core plan" and "buy up plan" PPO options. The level of flex credits will be based upon the tier of medical coverage elected or the waiving of medical coverage. The flex credit program has been designed to have the District, the Medical Quasi Endowment Account, and the employees share the increase in medical costs.

The District will contribute benefit credits toward the employee's Flexible Benefits Program according to the medical coverage chosen by the employee (see table below).

<u>MEDICAL COVERAGE CHOSEN</u>	<u>BENEFITS CREDITS</u>
Waiver	\$2500.00
Employee only	\$5354.00
Employee and child/children	\$8791.00
Employee and spouse	\$9359.00
Employee and family	\$10,918.00

**18.1.4** Flexible Benefits credits and program parameters agreed to by the Employee Benefits Advisory Committee and approved by the Governing Board will continue to be printed in the Crafts Policies.

**18.1.5 Death**

In the event of an employee's death, the legal heir(s) shall be entitled to the following:

**18.1.5.1.** Any unpaid compensation due to the employee.

**18.1.5.2.** Any earned but unused vacation time pay due to the employee.

**18.1.5.3.** Any pertinent benefits accrued to the employee as a result of participation in Maricopa Community Colleges Flexible Benefits Program (except as expressly excluded, e.g., unused time accrued, or as expressly stated, e.g., life insurance).

## **18.2. SICK LEAVE PROVISIONS**

The Maricopa Community Colleges Sick Leave Policy is intended to protect employees from loss of income during periods of illness. Unless expressly stated in District policy, sick leave time may not be used for any other purpose. Unused, accumulated sick time is canceled upon termination.

- 18.2.1.** Each twelve (12) month full-time employee shall accrue thirteen (13) working days, one hundred four (104) hours, sick leave per year, accumulative indefinitely at the rate of one (1) day/eight (8) hours for each four (4) weeks of service. Regular full-time employees on less than twelve (12) month basis shall accumulate pro rata sick leave benefits. Regular employees on less than full-time basis (twenty [20] hours a week or more) shall accumulate pro rata sick leave benefits. Employees working fewer than twenty (20) hours per week will not accumulate sick leave benefits.
- 18.2.2.** When actual sick leave taken by an employee equals the total of accrued sick leave and vacation hours on the books, the employee will be removed from the payroll. Paid sick leave may not exceed the amount accrued by an employee.
- 18.2.3. End-of-Year Reconciliation and Reimbursement**
- 18.2.4.** At the end of a fiscal year if an employee has accumulated days of sick leave, but has, during an earlier period of that fiscal year, sustained loss of pay due to lack of sick leave credits, he/she shall be reimbursed at the last pay period up to the actual accumulation. This privilege will not carry over to subsequent fiscal years.
- 18.2.5.** Employees must authorize the Employee Benefits Office, in writing, ten (10) days prior to the last payroll date of the fiscal year to apply accumulated illness the same fiscal year.
- 18.2.6** Illness justifying the use of sick leave will normally be such as to confine the employee to home, hospital, or place of treatment or examination. The Facilities Manager/Director of Buildings and Grounds/Manager Security and Building Services may, at the request of the College President, require medical certification to confirm illness or absences or when such an examination is deemed to be in the best interest of the employee and the District. (If the required medical certification is for the purpose of verifying employee illness[es], such requests should be made within forty-eight [48] hours of the time the employee was last absent.)

## **18.3. REIMBURSEMENT FOR UNUSED SICK LEAVE – RETIREMENT OR DEATH IN SERVICE**

- 18.3.1.** An employee covered by this agreement who is eligible and who has a minimum of ten (10) years service credits will, at the time of death or retirement from the District, have his/her final pay adjusted to reflect payment, on a proportional basis, for unused accumulated sick leave allowance.
- 18.3.2.** The amount of the adjustment will be computed as follows:
- 18.3.3.** The daily earnings of the employee with ten (10) years or more of service will be multiplied by twenty-five percent (25%), not to exceed forty dollars (\$40) per day.
- 18.3.4.** This product will then be multiplied by the number of unused sick days to determine the retirement/death benefit payment. The maximum number of accumulated sick days paid will not exceed two hundred (200) days.

- 18.3.5. Less than twelve (12) month employees will be prorated according to yearly rate of accumulation.

#### **18.4. BEREAVEMENT LEAVE AND CATASTROPHIC ILLNESS/IMMINENT DEATH LEAVE**

- 18.4.1. Bereavement Leave (not chargeable to any other kind of leave), may be used up to but not in excess of 5 working days (40 hours) due to the death of an employee's spouse/partner, father, mother, grandfather, grandmother, child, foster child, brother, sister grandchild, stepchild, stepfather, stepmother, or spouse's father, mother, grandfather, grandmother, or in-laws in any one incident. (Bereavement is paid leave)
- 18.4.2. Catastrophic Illness and Imminent Death Leave may be used up to but not in excess of 5 working days (40 hours), due to the Catastrophic Illness/Imminent Death of an employee's spouse/partner or family member of the employee or employee's spouse as follows: father, mother, stepfather, stepmother, grandfather, grandmother, child, stepchild, foster child, brother, sister, grandchild, or in-laws in any one incident. 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/confinement or death and requires immediate action. (Catastrophic Illness/Imminent Death is a paid leave separate from any other leave and not chargeable to FMLA)
- 18.4.3. The appropriate College President/Vice-Chancellor may, when circumstances warrant, grant Bereavement or Catastrophic Illness/Imminent Death Leave to any employee based upon the Catastrophic Illness/Imminent Death or death of a person other than those listed.
- 18.4.4. In addition, travel time outside the state, not to exceed five (5) days (40 hours) for Catastrophic Illness/Imminent Death and not to exceed 5 working days (40 hours) for bereavement in any one incident, may be charged against accrued sick leave.

#### **18.5. PERSONAL TIME**

- 18.5.1. Personal time, not to exceed 4 days (32 hours) per year (non cumulative), may be granted for an activity which can be accomplished only on the work day involved. Examples may include assisting a relative in an emergency situation an appointment with a professional, a funeral, etc. Personal Time does not need to be pre-approved. As much advance notice as possible should be given for scheduling purposes. Personal time is not to be used routinely to come in late or leave early from work. Such absences will be charged to the employee's sick leave and are not to be substituted as vacation hours
- 18.5.2. One additional day may be approved in advance by the appropriate College President/Vice-Chancellor. Such absences will be charged to the employee's sick leave.
- 18.5.3. Additional accumulation of sick leave time will continue even during absence for illness so long as the employee remains in a paid status. Additional accrual of sick leave ceases when all accrued sick leave and vacation have been exhausted.

#### **18.6. VACATION**

Vacation time will be allowed, and vacation pay will be granted on the following basis:

- 18.6.1. A new employee working less than a full year will receive a pro rata vacation. In the event that employment is terminated before the end of one (1) year, the employee

will receive a pro rata vacation with pay dating from the first day of his/her employment.

## **18.6.2. Service Year Credits**

**18.6.2.1.** Effective July 1, 1984, service year credit (SYC) dates are established as of the official start date after Board approval.

**18.6.2.2.** Accrued rates for vacation will be credited on anniversary dates for those employees hired after July 1, 1984.

**18.6.2.3.** Less than one (1) service year credit (1 SYC), an employee will be allowed pro rata vacation.

**18.6.2.4.** After one (1) service year credit (1 SYC), an employee will accrue vacation at the rate of ten (10) working days per year.

**18.6.2.5.** After three (3) service years credit (3 SYC), an employee will accrue vacation at the rate of fifteen (15) working days per year.

**18.6.2.6.** After five (5) service years credit (5 SYC), an employee will accrue vacation at the rate of seventeen (17) working days per year.

**18.6.2.7.** After seven (7) service years credit (7 SYC), an employee will accrue vacation at the rate of twenty (20) working days per year.

**18.6.2.8.** Vacation time will be taken each year as earned. The vacation will be taken by December 31 of the following calendar year. No vacation accrual will extend beyond December 31 of the following calendar year.

**18.6.2.9.** The Facilities Manager,/Director of Buildings and Grounds/Manager Security and Building Services or District Manager will approve vacation requests submitted by employees when submitted at least one (1) week prior to the requested time off. These scheduled vacations will be approved contingent upon coverage determined at the time of the request. Vacation accumulated during a fiscal period may be taken in part any time during the year in which earned, provided not more days are taken than accrued.

**18.6.2.9.1** Grounds/Manager Security and Building Services or appropriate District manager for approval, at least five (5) working days in advance of requested vacation time.

**18.6.2.9.2.** Vacation pay will be computed on base pay plus shift differential when such differentials are a part of the regularly scheduled shift.

**18.6.2.9.3.** An employee may bank seven (7) days per year of his/her accumulated vacation. An employee with fewer than fifteen (15) years service credits may bank up to but not exceed, sixty (60) days over and above

his/her vacation benefits. An employee with fifteen (15) or more years service credits may bank up to but not exceeding sixty-seven (67) days over and above his/her vacation benefits.

## **18.7 HOLIDAYS**

**18.7.1** The following designated days are recognized holidays by the District:

Holiday

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving  
Winter Recess  
Martin Luther King Day  
Presidents Day  
Spring Recess - two (2) Days  
Memorial Day

- 18.7.2.** An employee must be in a paid status the day before and the day after a holiday to qualify for holiday pay.
- 18.7.3.** Holiday pay will be computed on the base pay plus shift differentials when such differentials are a part of the regularly scheduled shift.
- 18.7.4.** During the summer four (4) day, ten (10) hour work week schedule, Memorial Day and Independence Day shall be equated as a ten (10) hour day.
- 18.7.5.** Should one of these holidays occur during an employee's day(s) off, the employee will be given (at the option of the District) the day immediately preceding the holiday or one (1) day's pay at straight time pay.
- 18.7.6.** A holiday(s) that occurs during an employee's vacation will not count against the employee's accumulated vacation.
- 18.7.7.** At the Chancellor's option, an additional holiday(s) may be declared during the fiscal year.

## **19. LEAVES OF ABSENCE**

### **19.1. FAMILY AND MEDICAL LEAVE**

Family and Medical Leave will be provided to regular full-time and regular part-time eligible employees not to exceed 12 weeks within a 12 month period for adoption or childbirth, to care for an ill child, parent, or spouse, or for the employee's own illness. the leave may be a paid or unpaid leave based upon the employee's accrued time available. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued leave will cease when the employee goes into an unpaid status but previously earned benefits will be held in suspense for the employee. Upon return from FMLA leave, an employee is entitled to be returned to the position the employee held when leave commenced, or to an equivalent position.

The District will continue to pay the flexible benefits for the insurance coverage selected by the employee during the Family and Medical Leave.

**19.2. MEDICAL LEAVE OF ABSENCE**

Should an employee request more time after exhaustion of the Family and Medical Leave, an employee may request a medical leave of absence for personal health reasons (up to 9 months with up to 10 years of service, and up to 15 months with 10 or more years of service). A physician's statement, acceptable to the appropriate Human Resources staff or designee, must be received. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued time will cease when the employee goes into an unpaid status, but previously accrued benefits will be held in suspense for the employee. Upon return from a Medical Leave of Absence, an employee is entitled to be returned to the position the employee held when leave commenced. Failure to return from a Medical Leave of Absence will result in automatic termination.

**19.3. EXTENDED PERSONAL LEAVE OF ABSENCE**

Should an employee request more time for personal reasons after exhaustion of the Family and Medical Leave, an Extended Personal Leave of Absence may be requested in up to 6 month increments and must be approved by the appropriate supervisor, College President/Vice Chancellor with concurrence of the Vice Chancellor for Human Resources. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued time will cease when the employee goes into an unpaid status, but previously accrued benefits will be held in suspense for the employee. Upon return from an Extended Personal Leave of Absence, an employee is entitled to be returned to the position the employee held when leave commenced. Failure to return from an approved, extended personal leave will result in automatic termination.

**19.4. LEAVE OF ABSENCE FOR PERSONAL REASONS**

Should an employee not be eligible for a Family and Medical Leave or not be eligible for an Extended Personal Leave of Absence, a Personal Leave of Absence for personal reasons may be requested in up to 6 months increments and must be approved by the appropriate supervisor, College President/Vice Chancellor with concurrence of the Vice Chancellor for Human Resources. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued time will cease when the employee goes into an unpaid status. Upon return from a Leave of Absence for Personal Reasons, an employee is entitled to be returned to the position the employee held when leave commenced. Failure to return from an approved personal leave will result in automatic termination.

If known in advance, an employee may request a Personal Leave of Absence longer than 6 months with approval from the supervisor and College President/Vice Chancellor, with concurrence from the Vice Chancellor for Human Resources.

**19.5. INSURANCE COVERAGE DURING LEAVES**

**19.5.1. Insurance Coverage during a Medical Leave of Absence**

The District will continue to pay the flexible benefits for the insurance coverage selected by the employee based upon the following schedule:

<u>Years of Service</u>	<u>Premium Payment</u>
zero (0) to five (5) .....	six (6) months*
over five (5) .....	twelve (12) months*
over ten (10) .....	eighteen (18) months*

\*includes FMLA

**19.5.2. Insurance Coverage during an Extended Personal Leave of Absence**

The District will continue to pay the flexible benefits for the insurance coverage selected by the employee during the Extended Personal Leave for the first twelve (12) weeks in a 12 month period. After twelve (12) weeks, the employee may continue to pay for the insurance coverage selected during the approved extended leave.

**19.5.3. Insurance Coverage during a Leave of Absence for Personal Reasons**

The District will continue to pay the flexible benefits for the insurance coverage for the first twenty-four (24) weeks in a 12 month period. After twenty-four (24) weeks, the employee may continue to pay for the insurance coverage selected during the approved leave of absence.

**19.6. DISABILITY BENEFITS PROGRAM**

**19.6.1.** 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.

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

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

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

**20. RESIGNATION/TERMINATION**

**20.1** 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.

**20.2** 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.

**21. DURATION**

**21.1.** This policy will become effective on July 1, 1998, and will continue in effect until June 30, 2006. 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.

**21.2** Changes may be instituted to this policy through the Collaborative Policy Development process, as detailed in Section 1.5.2.

## 22. GLOSSARY

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

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

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

**22.3 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.

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

**22.5 Working Day** - Any day the College/District Office is open for regular business.

## APPENDIX A

### STAFF DEVELOPMENT POLICY FOR CRAFTS 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 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-five thousand dollars (\$85,000) shall be allocated for 2005-2006.

#### 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 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.
- 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 cross over 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 Employee Relations Manager, 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.