



Maricopa County Community College District

Policies

Professional Staff

(Revised July 1, 2007)

Published by the Maricopa County
Community College District,
Employee Services
Department

The Maricopa County Community College District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, handicap/disability, age or Vietnam era/disabled veteran status in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.

TABLE OF CONTENTS

	Page
1. Professional Staff Association Rights	
1.1. Recognition	1
1.2. Collaborative Policy Development	1
1.3. Policy Interpretation.....	2
1.4. Employee/Association Rights.....	2
2. Professional Staff Personnel Rights	
2.1. Employment Vacancies	4
2.2. Internal - Transfer.....	5
2.3. External	6
2.4. Salary Administration (Employment).....	6
2.5. Anniversary Credit	10
2.6. Administrative Reassignment	10
2.7. Temporary Administrative Reassignment	11
2.8. Working out of Scope	12
2.9. Reclassification	12
2.10. Current Listing of All Position Titles by Grade	12
2.11. Salary Increases.....	12
2.12. Salary Schedules.....	13
2.13. Employee Assessment and Development Plan	13
2.14. Personnel Files.....	13
2.15. Probation	14
2.16. Corrective Action Procedure.....	15
2.17. Termination, Layoff, and Relocation	17
2.18. Separation Pay.....	20
3. Resolution of Controversy	
3.1. Non Policy Related Issues: Resolution of Conflict.....	20
3.2. Policy-Related Issues: Grievance Procedure	22
4. Professional Staff Employment Conditions	
4.1. Employment Categories.....	25
4.2. Work Year/Work Day.....	26
4.3. Rest Periods	27
4.4. Pay Differentials	27
4.5. Overtime/Premium Pay.....	28
4.6. Certifications.....	29
5. Professional Staff Employee Benefits	
5.1. Vacations	29
5.2. Sick Leave Provisions	30
5.3. Bereavement Leave and Catastrophic Illness/Imminent Death Leave	31

5.4.	Personal Time.....	32
5.5.	Flexible Benefits Program	32
5.6.	Disability Benefits Program	32
5.7.	Leaves of Absence.....	33
5.8.	Holidays.....	35

6.	Effect of Policy	
6.1.	Separability.....	36
6.2.	Statement of Good Faith.....	36
6.3.	Duration.....	36
6.4.	Renewal and Process for Successor Agreement(s).....	36
6.5.	Glossary—Definition of Terms.....	36
7.	Technical Changes	39
Appendix A		
Professional Staff Association Development Policy		
A.1.	Philosophy.....	39
A.2.	Committee.....	40
A.3.	Tuition Assistance.....	40
A.4.	Seminar/Workshop Assistance.....	41
A.5.	Funding.....	42
Appendix B		
Paid Educational Leave		
B.1.	Philosophy.....	43
B.2.	Committee.....	43
B.3.	Eligibility.....	43
B.4.	Application Requirements.....	44
B.5.	Compensation, Restrictions, and Return to Work.....	44
B.6.	Funding.....	45
Appendix C		
Professional Staff Internship Policy		
C.1.	Philosophy.....	45
C.2.	Committee.....	46
C.3.	Eligibility.....	46
C.4.	Application Forms.....	46
C.5.	Seminar/Workshop/Travel.....	46
C.6.	Compensation and Return Rights.....	46
C.7.	Funding.....	47
Appendix D		
Professional Staff Association Summer Conference		
D.1.	Philosophy.....	47
D.2.	Funding.....	47
D.3.	Release Time.....	47
Appendix E		
Reclassification		
		48
Appendix F		
All CPD		
		48

1. PROFESSIONAL STAFF ASSOCIATION RIGHTS

1.1. Recognition

1.1.1. Professional Staff Association. The Maricopa County Community College District Governing Board recognizes the Professional Staff Association, to be the official representative of regular full-time and regular part-time professional staff employees in all grades (see <http://www.dist.maricopa.edu/hrweb/wagesal/jdgrades/nonexempt/index.htm> for a complete up-to-date listing of PS titles and grades).

1.1.2. Operational funding

1.1.2.1. 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.

1.1.2.2. 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 or designee not to be specially funded. Designated positions will then be covered under their respective policy manual(s).)

1.1.2.3. The College President/Vice Chancellor of Human Resources or designee identifies funding source prior to position posting.

1.2. Collaborative Policy Development

1.2.1. The Professional Staff Association Executive Board and additional team members will act as the official representatives for all Professional Staff employees.

1.2.2. The membership of the Professional Staff team will be modified in accordance with Professional Staff requests.

1.2.3. The parties will continue a joint review with the intent to improve and simplify the process of policy development.

1.2.4. Representatives from the Professional Staff Association and representatives of the Board will convene on an annual basis, in conjunction with the budget development cycle to address fiscal issues, and for the purpose of articulating this agreement regarding change with respect to governance, benefits, and all other terms and conditions. Representatives from both PS and management will meet every three years for a comprehensive review and update of this policy manual. At all meetings the parties agree to work diligently to reach an agreement on

issues that are brought for discussion. An attempt will be made to resolve such issues within a reasonable period of time. After reaching an agreement between the parties, changes will be presented to Professional Staff employees 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.

- 1.2.5.** Working with the President of the Professional Staff Association, the Vice Chancellor of Human Resources will provide necessary information to facilitate productive discussions.

1.3. 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 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.

1.4. Employee/Association Rights

1.4.1. Meetings

- 1.4.1.1.** Professional Staff employees will, during hours of accountability, be permitted and encouraged to participate in District or College meetings, task forces, committees, or other special sessions without loss of compensation.
- 1.4.1.2** 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 will be responsible for notifying the appropriate College/District personnel regarding this release time.
- 1.4.1.3** 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).

- 1.4.2. 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).
- 1.4.3. Nothing in this policy will be construed to deny or diminish any rights that an employee has under the law.
- 1.4.4. 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 Board Auxiliary policy (<http://www.maricopa.edu/gvpolicy/policy/auxiliary.htm#workplace>).
 - 1.4.4.1. No Professional Staff employee shall be suspended, terminated, or reduced in assignment or compensation without just cause.
- 1.4.5. **Governing Board Meetings**
 - 1.4.5.1. The Governing Board will provide, at each of its regular meetings, an opportunity for Professional Staff Association to make presentations.
 - 1.4.5.2. The 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 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.
- 1.4.6. **Use of District equipment/facilities**
 - 1.4.6.1. 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. The Vice Chancellor of Human Resources/College President may provide funding for office supplies for PSA Officers.
 - 1.4.6.2. Professional Staff employees may use College/District facilities for Professional Staff Association purposes at reasonable times provided such facilities are not otherwise in use.
- 1.4.7. **Office space**

Furnished office space, office supplies, technology, and telephone will be provided for the district-wide Professional Staff Association President at the District Office.
- 1.4.8. **District-wide Employee group president**
 - 1.4.8.1. The parties recognize that there will be legitimate District wide commitments that will require the attention of the president of PSA. These commitments are identified

primarily by those activities and meetings where the president of PSA is the official representative of the employee group and is asked to serve by the Chancellor.

1.4.8.2. The Professional Staff Association 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.

1.4.8.3. If replacement is deemed necessary the position vacated by the President may be filled on a temporary basis only. At the end of the fiscal year of the President's term he/she will return to his/her previous position at the appropriate grade and step.

1.4.9. 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 President will recommend Professional Staff employee(s) to serve on screening committees for District executive administrative positions.

2. PROFESSIONAL STAFF PERSONNEL RIGHTS

2.1. Employment Vacancies

2.1.1. 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.

2.1.2. All Professional Staff employees are eligible to apply for open positions within the District. Internal-transfer applicants will be considered before any budgeted position is advertised externally.

2.1.3. The Human Resources website is an Employee Services publication that identifies job openings, requirements, salary, and other relevant job data which will be made available to Professional Staff employees. The on-line listing of the Job Opportunities can be found at www.maricopa.edu/hrweb/.

2.1.4. Copies of all job descriptions are available on the web through the District home page. Each time a change(s) is/are made in a job description, it will be processed in the Wage & Salary Office and reflected on the District home page.

2.1.4.1. Vacant budgeted positions will be filled permanently within three years of the initial vacancy only through posting, administrative reassignment, or transfer.

- 2.1.4.2.** Positions in grades one (1) through four (4) will be considered entry-level positions and may be advertised externally without utilizing the internal transfer posting process. Positions in grades five (5) and six (6) will be posted internally and externally simultaneously.
- 2.1.4.3.** Professional Staff positions in grades seven (7) and higher will be advertised internally for five (5) working days, except when Human Resources staff or designee and the District-wide Professional Staff Association President agree to advertise the position internally and externally simultaneously.
- 2.1.4.4.** When PS positions are advertised internally and externally simultaneously, qualified internal candidates will be interviewed prior to paper screening of external applicants.
- 2.1.4.5.** 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 Board approved position. If a College/District office wishes to extend a position/employee past three years, this can be done by requesting an approval through Employee Services and the PSA president.
- 2.1.4.6.** At the end of the Pilot Project, the college/district will determine if a regularly budgeted position should be created. If a position is created, the position shall be filled only by administrative reassignment, transfer, or current hiring process.

2.1.5. The Status of Search (SOS) screen on the Human Resources website is available at the following link: www.maricopa.edu/hrweb/.

2.1.6 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.

2.2. Internal - Transfer

- 2.2.1** 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.
- 2.2.2** An internal-transfer is defined as a change within MCCCCD. A Professional Staff employee may transfer between policy groups, colleges and/or departments within MCCCCD. An employee will be considered an internal-transfer applicant for any position providing he/she meets minimum requirements and has the necessary certification(s).

- 2.2.3.** Internal - transfer applicants who meet minimum requirements of a position will receive interviews. The applicants to be interviewed will normally be notified at least three (3) working days prior to appointment time. 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 candidate will be granted release time to participate in the interview.
- 2.2.4** Internal applicants applying for transfers and/or promotions will be granted release time to participate in required interviews.
- 2.2.5.** A minimum of two (2), (if feasible), final candidates will be forwarded to the appropriate administrator for review and recommendation. The recommendation, along with the list of the names and pertinent information of the other candidates who were interviewed, will be forwarded to the College President or Vice Chancellor for review and recommendation.
- 2.2.6.** If the employee is not selected for a Professional Staff; Management, Administrative, and Technology; or Faculty position through the internal process, the employee will automatically be placed in the external pool for consideration.
- 2.2.7.** 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 or designee. 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.
- 2.2.8** Campus/Unit Exchange (Internal-Transfer)
- 2.2.8.1.** If two board approved PS employees that currently are working at the same grade, title, and an equal amount of employment hours (i.e. both at 1.00 FTE, 0.75 FTE, 0.50 FTE, etc.) would like to exchange positions, and each of the employees meet the minimum qualifications for the proposed exchanged positions, then the employees will be interviewed by the supervisor(s) of the proposed exchanged positions. If both supervisors agree, then each employee can be temporarily reassigned for a period not to exceed ninety (90) days. Upon completion of the Temporary Reassignment period, the employees may be permanently reassigned to the exchanged position without a probationary period providing all parties agree. Otherwise, both employees will be returned to their original positions.
- 2.2.8.2.** An employee who is currently on corrective action or under disciplinary action is not eligible for a Campus/Unit Exchange.
- 2.2.8.3.** Final approval for permanent reassignment will be determined by the

College President/Vice Chancellor or designee.

2.2.8.4. Employees participating in this exchange program are still subject to their annual job assessment, which is to be performed by the supervisor of their permanent position, before the exchange begins.

2.3. External

2.3.1. All applications received by the Employee Services Department by the posting deadline will be forwarded to the screening committee.

2.3.2. Applicants will be notified at least three (3) working days, (if feasible), prior to the appointment time for an interview.

2.3.3. A minimum of three (3), (if feasible), final candidates will be forwarded to the College President or designee for review and recommendation.

2.3.4. The recommendation of the College President, Vice Chancellor or designee, will be forwarded to Employee Services for processing.

2.3.5. The applicant selected for the position will be notified verbally by Employee Services Department followed by formal confirmation. Applicants not selected for a position will be notified by the Employee Services Department.

2.4 Salary Administration (Employment)

2.4.1. Internal Hire Placement

2.4.1.1. 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.

2.4.1.2. 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.

Current Employees	
Associate's degree	+1 Step, 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 below)
Bachelor's degree	+1 or 2 Steps, 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 below)
Master's Degree	+1 Step, 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 below)
Doctorate or Juris Doctor Degree	+1 Step, 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 below)
Maximum Step Level	Top Step of Current Salary Schedule

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 has not been previously awarded for an Associate's degree, or sixty (60) semester hours, two (2) steps (or one stipend) will be awarded for the completion of a Bachelor's degree. 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.

2.4.1.2.1 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 the Employee Relations Department.

2.4.1.2.2. 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 the Employee Relations Department. 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.

2.4.1.2.3. Salary Placement for a Current Employee in a Specially Funded Position:

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 President.

- 2.4.1.3** 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.
- 2.4.1.4.** 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.
- 2.4.1.5.** 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 2.6.). 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.
- 2.4.1.6.** Employees selected for a higher level Professional Staff positions must have at least the qualifications for the grade on which the position is placed.
- 2.4.1.7.** 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.
- 2.4.1.8.** A currently 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 Section 2.4.1.9. The employee may exercise all rights granted to external candidates in the course of establishing hiring terms,

salary placement, and conditions. The appropriate Vice Chancellor/President may grant additional steps to meet unique needs of the District. The PSA President will be notified if additional steps are granted.

2.4.1.9. 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.

2.4.1.10. 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.

2.4.1.11. The selected employee will be paid at the higher grade within ten (10) working days.

2.4.2. New External Hire Placement

2.4.2.1 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 the Employee Services Department. No new employee may be placed higher than step 4 on the salary chart.

Initial Placement	New Employees
	Step 1
Associate’s degree	+1 Step
Bachelor’s degree	+1 Step or +2 Steps, if eligible (See Note #1 below)
Master’s Degree	+1 Step
MCCD Experience (Three or more years of MCCD experience in any or all of the following categories: part-time, OYO, OSO, specially funded or regular employee.)	+1 step, if eligible
Outside Work-Related Experience	+1 step, if eligible

(Must have five (5) or more years of related work experience, may be granted one (1) experience step, if eligible.)	
Maximum Step Level	Step 4

Note 1: 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.

2.4.2.2. A new employee, who has three (3) or more years of MCCCCD work experience (defined as receiving an MCCCCD paycheck--excluding work study students, external consultants and temporary agency employees), may be granted one experience step, if eligible. A new employee must have worked for MCCCCD 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 MCCCCD experience as described above. No new employee may be placed higher than step 4 on the salary chart.

2.4.2.3. A new external employee, who has five (5) or more years of related work experience, may be granted one experience step, if eligible. 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.

2.4.2.4. 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 President.

2.5. Anniversary Credit

- 2.5.1.** 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.
- 2.5.2.** 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.
- 2.5.3.** An employee who is at the top of his/her grade will receive a five hundred dollar (\$500) payment on the payroll immediately following his/her twenty (20) year anniversary month. If not at the top step, a one-step increase will be granted on the 20 year anniversary. This policy is effective for anniversaries occurring on or after July 1, 2002.

2.6. 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.

- 2.6.1.** An administrative reassignment is approved by the appropriate College President/Vice Chancellor.
- 2.6.2.** Except in critical situations, or where all parties agree, an employee who is reassigned will be notified verbally by Employee Services. Written confirmation will be sent by Employee Services within ten (10) working days.
- 2.6.3.** An employee may be reassigned to a position at a lower grade, the same grade, or a higher grade.
 - 2.6.3.1.** 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.

2.6.3.2. If the reassignment is to an equal grade, the salary will remain the same.

2.6.3.3. If the reassignment is to a higher grade, salary placement will follow the guidelines set forth in Section 2.4.1.9. 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.

2.6.3.4. 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.

2.6.4. A Professional Staff employee who has been involuntarily reassigned is not subject to a probationary period.

2.6.5 Affected Professional Staff shall have the right to appeal such reassignment using the Grievance procedure.

2.7. Temporary Administrative Reassignment

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.

2.7.1 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.

2.7.2 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.

2.7.3 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.

2.7.4 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.

2.8. Working out of Scope

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.

2.9. Reclassification

2.9.1. The reclassification process (see Appendix E) 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, will forward recommendations to the Vice Chancellor of Human Resources regarding reclassification. If the committee has no Professional Staff member, the Vice Chancellor of Human Resources will add an additional committee member who is part of the Professional Staff employee group.

2.9.2. The procedures regarding reclassification actions will be recommended by the District-wide Job Evaluation Committee and approved by the Vice Chancellor of Human Resources.

2.9.3. 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.

2.10. Current Listing of All Position Titles by Grade

Please see

<http://www.dist.maricopa.edu/hrweb/wagesal/jdgrades/nonexempt/index.htm>

for a complete up-to-date listing of PS titles and grades.

2.11. Salary Increases

2.11.1. For the fiscal year 2007-2008, PS employees will receive a 3% salary adjustment to the fiscal year 2006-2007 salary schedule effective July 1, 2007. Employees in salaries beyond the top of their salary grade will receive a 1.5% increase only.

2.11.2. The Governing Board will instruct the Vice Chancellor of Human Resources 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.

2.12. Salary Schedules: See

<http://www.dist.maricopa.edu/hrweb/wagesal/sal2008/prostaff.htm> or call District Employee Relations for a hard copy of the 2007-2008 PS: 12 month 10 month, 9 ½ month, 9 month and hourly salary schedules.

2.13. Employee Assessment and Development Plan

2.13.1. 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.

2.13.2. The assessment process will include job knowledge, quality of performance, quantity of performance, self management, customer service, team support and specific job criteria.

2.13.3. 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 and/or his/her supervisor. Evaluations/ assessments required during probationary periods are in addition to the above.

2.13.4. 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 Employee Relations department without signatures will not be accepted as complete and are to be returned to the supervisor/employee whose signature is missing. Within ten (10) working days of the initial discussion, an employee is entitled to attach a rebuttal.

2.13.5. 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 Employee Services.

2.13.6. 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 personnel file.

2.13.7. 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).

2.14. Personnel Files

- 2.14.1.** The District will maintain the official personnel file which will contain all materials relevant to the employee's employment and will be the sole repository of such materials with the exception of a College file. The College file will contain only duplicated materials from the official District personnel file that are required for administrative purposes. Each file will have attached a record for notation of names, dates, and purposes of persons reviewing the files for other than routine file maintenance. Both files will be secured, and only authorized personnel will be permitted to view them.
- 2.14.2.** An employee will have the right to:
 - 2.14.2.1.** Review the complete contents of his/her file(s) upon request.
 - 2.14.2.2.** Receive a copy of any derogatory or negative information placed therein.
 - 2.14.2.3.** Submit a written response to be included in his/her personnel file whenever negative or derogatory information is placed in the file(s).
 - 2.14.2.4.** Request the inclusion of relevant documents to be added to his/her file(s). (Relevancy will be determined by the appropriate Human Resources staff.)
 - 2.14.2.5.** Request the removal of all inappropriate and/or obsolete documents from his/her file(s). (Determination will be made by the appropriate Human Resources staff.)

2.15. Probation

2.15.1. Probation – New Hires

- 2.15.1.1.** The probationary period for an employee starts the first day worked following Governing Board approval.
- 2.15.1.2.** New employees will be considered to be in probationary status until they have completed six (6) months of employment after Governing Board approval.
- 2.15.1.3.** 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.
- 2.15.1.4.** An evaluation will be completed by the supervisor at least five (5) days prior to the end of the probationary period.

2.15.1.5. 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.

2.15.2. Probation – Internal Transfers

2.15.2.1. The probationary period for an internal transfer employee starts the first day of work in his/her new position.

2.15.2.2 A current employee who applies for and receives a new position will serve a new two month probationary period. An evaluation will be completed by the supervisor at least five (5) days prior to the end of the probationary period.

2.15.2.3. 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.

2.15.2.4. 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.

2.15.2.4.1 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.

2.15.2.4.2. 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 are not subject to the

following policy manual sections: 2.16. (Corrective Action) and 2.17.2 (Involuntary Termination). During probation, Sections 2.15.2.2. and 2.15.2.3. (Probation) takes precedence over these policy sections. The employee is subject to termination as stated in 2.15.2.4.

2.15.2.5. Employees who are voluntarily reassigned serve a new two (2) month probationary period as defined in section 2.6.

2.15.2.6. A reclassified employee is not required to serve a new probationary period.

2.16. Corrective Action Procedure

The Corrective Action procedure is designed to aid the supervisor and the employee when previous discussions with the employee have failed to change unsatisfactory job performance/conduct. The employee's personnel file, located in the Employee Services Department, is the sole official file and source of reference with regard to this procedure

2.16.1. Ground rules

2.16.1.1. 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.

2.16.1.2. As the corrective action moves from one step to the next, the supervisor may not add new considerations to the action.

2.16.1.3. No reprisals shall be taken against a Professional Staff employee for requesting representation, or against an employee representative.

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

2.16.2. Initial Corrective Action Discussion. The Initial Corrective Action Discussion will occur within a reasonable time of when the supervisor became aware of the unsatisfactory job performance/conduct.

2.16.2.1. The supervisor will hold a private discussion with the employee. A MCCCCD representative of his/her choice may accompany the employee/supervisor. Employee Relations staff will act as a facilitator. Representatives will speak to any policy issues that may arise or for purposes of clarification. All parties will be notified of representation.

2.16.2.2. At the time the meeting date is established, the employee will be informed that this is the initial corrective action discussion as

set forth in this policy manual. The supervisor will provide the employee sufficient time to locate a MCCCCD representative to accompany the employee to this meeting.

- 2.16.2.3.** As part of the initial corrective action meeting, the employee will be advised of the consequences that may follow if the employee's performance/conduct does not improve.
- 2.16.2.4.** The supervisor will provide the employee, in writing, with the unsatisfactory job performance/conduct and the desired job performance/conduct. The employee and supervisor will discuss a plan of action with specific goals. The supervisor will document this plan in writing, and both the supervisor and employee will sign the plan as set forth. This paperwork is provided for clarity and will not be placed in the employee's personnel file.
- 2.16.2.5** Upon proof of compliance with the desired job performance/conduct, and/or at the end of a maximum one (1) year period, the initial corrective action will be considered resolved.

2.16.3. Second Corrective Discussion

- 2.16.3.1.** If, after the initial corrective action discussion, the employee fails to improve his/her job performance/conduct 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. A MCCCCD representative of his/her choice may accompany the employee/supervisor. Employee Relations staff will act as a facilitator. All parties will be notified of representation. Representatives will speak to any policy issues that may arise, or for purposes of clarification.
- 2.16.3.2.** The emphasis of this meeting will continue to be corrective in intent. The supervisor will discuss job performance/conduct not being met from the Initial Corrective Action Plan. The employee should clearly understand both the steps needed to improve the unsatisfactory performance/conduct and the consequences of continued failure to meet reasonable standards of performance or conduct. The supervisor is encouraged to schedule follow-up meetings to discuss the employee's progress.
- 2.16.3.3.** The supervisor will present the employee with a Second Corrective Action Plan with specific goals and description of assistance and suggestions. The supervisor and employee will sign the plan. The original copy will be given to the employee and one (1) copy will be placed in the employee's personnel file.
- 2.16.3.4.** Upon proof of satisfactory performance, and at the end of at least a six (6) month period, the written record will be removed from

the personnel file upon written request from the employee and a signed approval from the immediate supervisor.

2.16.4. Disciplinary Action and Dismissal Recommendation

2.16.4.1. If the employee fails to respond satisfactorily to the unsatisfactory job performance/conduct discussed in the initial and secondary corrective action, disciplinary action may be recommended by the immediate supervisor. The College President/Vice Chancellor, in consultation with the appropriate Human Resources Staff, will determine the appropriate disciplinary action. The immediate supervisor and the College President/appropriate Vice Chancellor will hold a private discussion with the employee.

2.16.4.2. The employee may be suspended without pay for a period of up to ten (10) working days, and/or the employee may receive a written reprimand and/or the employee may be recommended for dismissal.

2.17. Termination, Layoff and Relocation

2.17.1. Voluntary termination. Two (2) weeks prior to resignation, the employee will provide a letter of resignation to the supervisor and Employee Services. The employee may schedule an exit interview with his/her immediate supervisor and/or the College President/appropriate Vice Chancellor.

2.17.2. Involuntary termination

2.17.2.1. 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.

2.17.2.2. An employee may appeal his/her termination to the Vice Chancellor of Human Resources within five (5) days of receipt of the written termination notice. The Vice Chancellor of Human Resources will provide the employee with an opportunity to present reasons, either in person or in writing, why he/she should not be terminated. Based upon the information presented, the Vice Chancellor of Human Resources will determine whether the recommendation for termination will proceed to the Governing Board.

2.17.2.3. Post Termination Process

2.17.2.3.1. If the Governing Board accepts the recommendation of the Vice Chancellor of 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.

2.17.2.3.2. 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.

2.17.2.3.3. 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.

2.17.2.3.4. 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 2.17.2.3.3. 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.

2.17.2.3.5. 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 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.

2.17.2.3.6. 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 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.

2.17.2.3.7. 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 dismissal. The length of the meeting shall not exceed one (1) hour.

2.17.2.3.8. 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.

2.17.3. 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.

- 2.17.4.** Layoff for lack of work or funding. 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.
- 2.17.5.** 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
- 2.17.6. Death.** In the event of an employee's death, the legal heir(s) will be entitled to the following:
- 2.17.6.1.** Any unpaid compensation due to the employee.
- 2.17.6.2.** 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.
- 2.17.6.3.** 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]).
- 2.17.7** 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.

2.18. Separation Pay

- 2.18.1.** 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.

- 2.18.2.** 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. RESOLUTION OF CONTROVERSY

3.1. Non Policy-Related Issues: Resolution of Conflict

In the event of a perceived inequity or circumstance that is not covered either by this policy manual or Governing Board policy, an employee shall meet directly with his/her supervisor within sixty (60) working days of the perceived inequity. The purpose of this meeting/discussion is to seek informal resolution to the non-policy related issue. At all meetings in 3.1, the Professional Staff Employee will be accompanied by an employee representative of his/her choice, at the employee's request. At any point during the resolution of conflict a request for mediation may be submitted in writing to the appropriate Vice Chancellor/College President. Both parties must agree to the mediation as well as the mediator. Mediation may be by any individual qualified to perform mediation as determined by Human Resources. Neither party shall discuss any items of the mediation with the mediator prior to the first mediation session. The outcomes/recommendations from mediation shall be provided to Employee Relations and all parties involved. In the event any party involved does not adhere to the agreed upon resolution, a Resolution of Controversy: Grievance can be filed in accordance with section 3.2 of the PS Policy Manual.

- ? Together, the immediate supervisor and the employee, within ten (10) working days of the meeting, will document the meeting and resolution, if reached.
- ? If the employee and supervisor are unable to resolve the issue informally, the employee may, within ten (10) working days, request a meeting with the appropriate vice president/college administrator in the chain of command to review the non-policy related issue.
- ? The vice president/administrator shall meet with the employee within ten (10) working days of receiving the request and render a decision within ten (10) working days of the meeting.
- ? If the decision rendered by the vice president/administrator is not satisfactory to the employee, the employee may, within ten (10) working days, request a meeting with the President/Vice Chancellor to review the non-policy related issue.
- ? The President/Vice Chancellor shall meet with the employee within fifteen (15) working days of receiving the request and render a decision within fifteen (15) working days of the meeting.
- ? If the decision rendered by the President/Vice Chancellor is not satisfactory to the employee, the employee may, within ten (10) working days, request a review by the Vice Chancellor for Human Resources, in writing. The Vice Chancellor for Human Resources shall, within twenty (20) working days after the receipt of the written

request, review the evidence and issue a written decision, which is final. The written request and decision will be retained in a separate file in the office of Employee Relations and a copy shall be distributed to all parties in interest.

- ? In the case where there is a conflict of interest, the matter will be referred to the Chancellor or his/her designee.

3.1.1. Ground Rules

- 3.1.1.1.** 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. Employee(s) and their representative(s) shall be permitted to present oral and written statements during meetings.
- 3.1.1.2.** As the Resolution of Conflict moves from one level to the next, the employee may not add new considerations to the Resolution of Conflict.
- 3.1.1.3.** No reprisals shall be taken against a Professional Staff employee who requests Resolution of Conflict, or his/her representative.
- 3.1.1.4.** Time limits provided in this procedure may be extended by mutual agreement.
- 3.1.1.5.** Initial probationary employees do not have access to the Resolution of Conflict procedure.
- 3.1.1.6.** Release time. Employees and their representatives will be allowed reasonable release time to meet with management.

3.2. Policy-Related Issues: Grievance Procedure

3.2.1. Ground rules

- 3.2.1.1.** The Grievance procedure established herein will be the sole and exclusive internal remedy available to Professional Staff employees for resolving policy-related disputes. This does not preclude any external remedies available to the employee.
- 3.2.1.2.** 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. Employee(s) and their representative(s) shall be permitted to present oral and written statements during meetings.
- 3.2.1.3.** As the Grievance moves from one level to the next, the grievant may not add new considerations to the Grievance. At each level, the written Grievance and the written response(s) must be forwarded to the next level.
- 3.2.1.4.** No reprisals shall be taken against any employee who requests an Informal Discussion of Policy-Related Issues and/or files a Grievance,

representative, or other participant in the Informal Discussion of Policy-Related Issues and/or Grievance procedure by reason of such participation.

- 3.2.1.5** Time limits provided in this procedure may be extended by mutual agreement.
- 3.2.1.6** Initial probationary employees do not have access to the grievance procedure.
- 3.2.1.7.** Documents, communications, and other records dealing with the processing of a formal 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.
- 3.2.1.8. Release time.**
 - 3.2.1.8.1.** Employees who request informal discussion of policy-related issues and/or file grievances will be allowed reasonable release time to sufficiently meet with their representatives, and participate in meetings described below.
 - 3.2.1.8.2.** Employee representatives will be allowed reasonable release time to sufficiently assist employees in meetings with management, e.g. those described in section 3 of this policy manual. These recognized representatives will be allowed, with notification to the appropriate supervisor, to visit with other Professional Staff.

3.2.2. Informal Discussion of Policy-Related Issues

- 3.2.2.1.** In the event of a perceived misapplication, misinterpretation, or violation of a specific provision(s) of this policy manual, or of Board policy, an employee shall have the right to request a meeting/discussion with his/her immediate supervisor within twenty (20) working days of the time the issue arises, or within twenty (20) working days of the date when the employee should have known of its occurrence. This informal meeting/discussion will take place within seven (7) working days of the request. The purpose of this meeting/discussion is to seek informal resolution to the policy-related issue. The Professional Staff employee will be accompanied by an employee representative of his/her choice, at the employee's request.
- 3.2.2.2.** Within five (5) working days after the informal discussion, the immediate supervisor(s) will render a written decision to the employee.
- 3.2.2.3.** No reprisals shall be taken against any employee who requests an Informal Discussion of Policy-Related Issues, representative, or other participant in the Informal Discussion of Policy-Related Issues procedure by reason of such participation.

3.2.2.4. If the supervisor and employee are unable to resolve the issue informally, the employee may proceed and file a Formal Grievance.

3.2.3. Formal Grievance

Definitions:

3.2.3.1. 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.

3.2.3.2. 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.

3.2.4. Formal Grievance:

Level I, Vice President/College Administrator. If the employee is not satisfied with the disposition of the policy-related issue, or if no decision has been rendered within five (5) working days as specified in the Informal Discussion of Policy-Related Issues procedure, the employee may, within ten (10) working days, file a Formal Grievance in writing, and submit the Formal Grievance, with a copy of the decision rendered during the Informal Discussion of Policy-Related Issues procedure, to the appropriate vice president or college administrator in the chain of command. The vice president and/or college administrator will hold a meeting within seven (7) working days after the Formal Grievance is received. The meeting will include the grievant, the grievant's immediate supervisor, and any party(ies) in interest. The Professional Staff employee will be accompanied by an employee representative of his/her choice, at the employee's request.

3.2.4.1. Within five (5) working days after the meeting, or within such additional period of time that is mutually agreed upon, the appropriate vice president 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 the Informal Discussion of Policy-Related Issues procedure.

3.2.4.2. As the grievance moves from one level to the next, the grievant may not add new considerations to the grievance. At each level, the written grievance and the written response(s) must be forwarded to the next level.

3.2.4.3. No reprisals shall be taken against any grievant, representative, or other participant in the grievance procedure by reason of such participation.

3.2.4.4. When the employee's immediate supervisor is a College President/Vice Chancellor, grievances may be initiated at Level II.

3.2.5. Formal Grievance:

Level II, College President/Vice Chancellor. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision was rendered at Level I within the specified time frame, the grievant shall prepare an appeal in writing, and submit the appeal, with a copy of the grievance and decisions rendered at Level I of the Grievance procedure, and in the Informal Discussion of Policy-Related Issues procedure, within twenty (20) working days to the appropriate College President/Vice Chancellor. The College President/Vice Chancellor will hold a meeting within seven (7) working days after the appeal is received. The meeting will include the grievant, party(ies) in interest, the grievant's immediate supervisor, and the appropriate vice president and/or college administrator. The Professional Staff employee will be accompanied by an employee representative of his/her choice, at the employee's request.

3.2.5.1. Within ten (10) working days after the meeting, or within such additional period of time that is mutually agreed upon, 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 vice president/college administrator in Level I of the grievance procedure, and to the immediate supervisor in the Informal Discussion of Policy-Related Issues procedure.

3.2.5.2. As the grievance moves from one level to the next, the grievant may not add new considerations to the grievance. At each level, the written grievance and the written response(s) must be forwarded to the next level.

3.2.5.3. No reprisals shall be taken against any grievant, representative, or other participant in the grievance procedure by reason of such participation.

3.2.6. Formal Grievance:

Level III, Vice Chancellor for Human Resources. If the grievant is not satisfied with the disposition of the grievance at Level II and desires to appeal further or if no decision was rendered at Level II within the specified time frame, 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 two levels, to the Vice Chancellor for Human Resources, within twenty (20) working days. The Vice Chancellor or designee will arrange a meeting at a mutually agreeable time and place not later than fifteen (15) working days after the receipt of the written grievance with the grievant, and any party(ies) in interest. The Professional Staff employee will be accompanied by an employee representative of his/her choice, at the employee's request. The Vice Chancellor or designee

will provide a written decision to the grievant within ten (10) 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 Level II, and the vice president/college administrator in Level I of the grievance procedure, and the immediate supervisor in the Informal Discussion of Policy-Related Issues procedure.

3.2.7. Formal Grievance:

Level IV, Chancellor. If the decision rendered by the Vice Chancellor of Human Resources in Level III is not satisfactory to the grievant, or if no decision has been rendered within the agreed upon timeframe, he/she may, within twenty (20) working days request a review in writing by the Chancellor. The review must include a copy of the grievance and decisions rendered at Levels I, II, and III.

3.2.7.1. The Chancellor or designee may, at his/her option, arrange a meeting at a mutually agreeable time and place not later than fifteen (15) working days after the receipt of the written appeal with the employee, and any party(ies) in interest. The Professional Staff employee will be accompanied by an employee representative of his/her choice, at the employee's request.

3.2.7.2. The Chancellor or designee will provide a written decision to the employee within ten (10) working days after the meeting (if held), 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 Level II, and the vice president/college administrator in Level I of the grievance procedure, and the immediate supervisor in the Informal Discussion of Policy-Related Issues procedure.

3.2.7.3. In the event the Chancellor must appoint a designee, this designee will be an employee who has had no direct previous involvement in this case.

3.2.8. Formal Grievance:

Level V, Governing Board. If the decision rendered by the Chancellor or designee is not satisfactory to the grievant, he/she may, within five (5) working days, request that the appeal be forwarded to the Governing Board. The appeal must include a copy of the Grievance and the decision rendered at Level IV.

3.2.8.1. The Governing Board may, at its option, within thirty (30) days after receipt of the written appeal, review the evidence and issue a final written decision. The written appeal and decision will be retained in the employee's District personnel file. A copy of the decision shall be forwarded to the Chancellor, Vice Chancellor of Human Resources, College President/Vice Chancellor in Level II, and the vice president/college administrator in Level I of the grievance procedure,

and the immediate supervisor in the Informal Discussion of Policy-Related Issues procedure.

4. PROFESSIONAL STAFF EMPLOYMENT CONDITIONS

4.1. Employment Categories

4.1.1. Regular employees

- 4.1.1.1.** Regular full-time employees are assigned forty (40) hours per week and occupy budgeted positions.
- 4.1.1.2.** Employees who work thirty (30) hours or more per week are eligible for other pro rata benefits as defined, and limited to, in this policy manual.
- 4.1.1.3.** 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.
- 4.1.1.4.** Employees in this category are automatically eligible for statutory benefits.

4.1.2. Special Considerations

- 4.1.2.1.** 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.

4.2. Work Year/Work Day

- 4.2.1. Months of work.** Exact dates for categories listed in paragraphs 4.2.1.1., 4.2.1.2., 4.2.1.3., and 4.2.1.4. below, and exceptions to the standard approved calendars must be approved by the College President/Vice Chancellor.
 - 4.2.1.1.** A twelve (12) month employment period is identified as the fiscal year beginning July 1 and extending through June 30.
 - 4.2.1.2.** 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.
 - 4.2.1.3.** 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.
 - 4.2.1.4.** 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.
- 4.2.2. Extended employment.** 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.

- 4.2.2.1.** An employee who is asked to accept an extended employment assignment will be notified at least fifteen (15) days prior to the assignment.
- 4.2.2.2.** Any work beyond the period specified in the contractual agreement for employment will be considered extended, and the employee will accrue no benefits.
- 4.2.2.3.** 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.
- 4.2.2.4.** 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.

4.2.3. Hours of work

- 4.2.3.1.** 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.
- 4.2.3.2.** Major changes in work schedules must be approved by the College President/Vice Chancellor or designee. 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.
- 4.2.3.3.** A Professional Staff employee whose standard working hours are changed, for other than a temporary period not to exceed thirty (30) days, will be given ten (10) working days' written notice prior to the effective date of the change. Flex scheduling can not be used to avoid overtime/compensatory pay.

4.2.3.4. Hardship

A work schedule change resulting in hardship for the employee will be resolved by the Grievance Procedure.

4.3. Rest Periods

- 4.3.1.** The scheduling of rest periods will be the responsibility of the supervisor and employee.
- 4.3.2.** 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.

4.4 Pay Differentials

- 4.4.1.** 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.
- 4.4.2.** 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.
- 4.4.3.** For any employee not covered under 4.4.1 or 4.4.2, 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 (\$.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.
- 4.4.4.** Employees will only be paid either an evening differential or a night differential as outlined in 4.4.1, 4.4.2, or 4.4.3.
- 4.4.5.** A Saturday/Sunday differential of forty cents (\$.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.
- 4.4.6.** An employee will be paid a Saturday/Sunday differential in addition to an evening or night differential if they qualify, as outlined in 4.4.1., 4.4.2., or 4.4.3.

4.5. Overtime/Premium Pay

- 4.5.1.** Overtime must be approved in advance by the appropriate supervisor or administrator.
- 4.5.2.** Overtime will be paid at the premium rate of one and one-half (1 1/2) times the employee's hourly rate of pay or at the compensatory rate of one and one-half (1 1/2) hours compensatory time for each hour of overtime worked.
- 4.5.3.** The decision as to whether reimbursement should be through premium pay or compensatory time will be made by the appropriate supervisor/administrator and will be communicated to the employee prior to the overtime being worked.
- 4.5.4.** 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 4.2.3. and 5.8.3.

- 4.5.5.** Supervisors and employees will share responsibility for keeping records of compensatory time earned and taken. The acceptable document for use in this record keeping is the nonexempt comp time log.
- 4.5.6.** 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.)
- 4.5.7.** 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.
- 4.5.8.** Time frame for using accrued compensatory time
 - 4.5.8.1.** Employees must be permitted to use accrued compensatory time within a three (3) month period.
 - 4.5.8.2.** If three (3) months have passed and the supervisor has not granted compensatory time off, then the premium pay will be awarded.
- 4.5.9. Special consideration pay**

Definitions of call-back, call-out, on-call.

- ? 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).
- 4.5.9.1.** Call-back. Professional Staff employees will receive a minimum of three (3) hours pay at the appropriate overtime rate. 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 rate.
- 4.5.9.2.** 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.

4.5.9.3. 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.

4.5.9.4. 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.

4.6. Certifications

4.6.1 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 Compensation Time or Overtime Pay.

5. PROFESSIONAL STAFF EMPLOYEE BENEFITS

5.1. Vacations

5.1.1. Vacations for all twelve (12) month eligible employees will be:

<u>Years of Service</u>	<u>Vacation Allowable</u>
Less than one (1) year.....	Pro rata
After one (1) year.....	Ten (10) working days/year (80 hours)
After three (3) years	Fifteen (15) working days/year (120 hours)
After five (5) years	Seventeen (17) working days/year (136 hours)
After seven (7) years	Twenty (20) working days/year (160 hours)

5.1.2. Accumulated vacation

5.1.2.1. An employee will be allowed to extend his/her vacation to December 31 of the following year. No extensions will be granted beyond December 31. However, the employee may bank seven (7) days (56 hours) per year of his/her accumulated vacation. The total number of days to be banked may not exceed sixty (60) days (480 hours) over and above his/her regular vacation benefit.

5.1.2.2. An employee will have his/her vacation accruals begin on the first working day following Board action (service date). Accrual rates for vacation will be credited on the service date anniversary.

5.1.2.3. Supervisors are responsible for scheduling vacations in order to meet the administrative needs of their areas of responsibility. Consistent with such needs, employee preference will be given consideration.

5.1.2.4. A regular employee employed on a twelve (12) month basis who is employed at least half time will accumulate pro rata

vacation time. Employees working less than half time do not accrue vacation and sick hours.

- 5.1.2.5.** A regular employee, employed on a nine (9), nine and one-half (9 1/2), or ten (10) month basis will accumulate pro rata vacation benefits. Accumulated vacation must be taken during the work period.
- 5.1.2.6.** An employee whose status is changed from a nine (9), nine and one-half (9 1/2), or ten (10) month basis to a twelve (12) month basis will be eligible for that level of vacation allowable, computed against all years of continuous service at the less than twelve (12) months basis, appropriately prorated.
- 5.1.2.7.** Unused vacation time due an employee may be used at his/her option for sick leave/Industrial Leave of Absence purposes provided the employee's earned sick leave credits have been exhausted and approval has been granted by the appropriate College President/Vice Chancellor, or designee.
- 5.1.2.8.** An employee covered by this agreement will have his/her final pay adjusted to reflect payment for any unused accumulated vacation at the time of separation.
- 5.1.2.9.** The current daily earnings of the employee will be used when computing the payment. Less than twelve (12) month employees will be prorated according to yearly rate of accumulation.

5.2. Sick Leave Provisions

The sick leave policy is intended to protect employees from loss of income during periods of personal or immediate family illness. Unless stated in this policy manual or exceptions granted by the College President/Vice Chancellor, sick leave time may not be used for any other purpose.

- 5.2.1.** Each twelve (12) month regular full-time employee will be allowed (4 hours per pay period)/thirteen (13) working days/(104 hours) sick leave per year. Regular full-time employees on nine (9), nine and one-half (9 1/2), or ten (10) months basis will accumulate prorated sick leave benefits. Regular employees on less than full-time basis (half [1/2] day or more) will accumulate prorated sick leave benefits. All employees on less than a one-half (1/2) day basis (under four [4] hours) will not accumulate sick leave benefits.
- 5.2.2.** When sick leave taken by an employee exceeds the total of accrued sick leave and vacation hours on the books, the employee will be docked pay.
- 5.2.3. End-of-year reconciliation and reimbursement**
 - 5.2.3.1.** At the end of a calendar year, if an employee has accumulated days of sick leave, but has, during an earlier period of that calendar year, sustained loss of pay due to lack

of sick leave credits, he/she will be reimbursed on the last pay period up to the actual accumulation. This privilege will not carry over to subsequent calendar years.

5.2.3.2. An employee must authorize the Benefits Office, in writing, ten (10) days prior to the last payroll date of the calendar year, to apply accumulated sick days.

5.2.4. The appropriate Human Resources staff (in consultation with appropriate administrative staff at the colleges and the Vice Chancellor of Human Resources) may require an employee to provide medical certification to confirm illness and/or absences and for other reasons as may be determined by the Vice Chancellor of Human Resources. If circumstances require, the District may select an appropriate practitioner and require the employee to obtain clearance from that practitioner at District expense.

5.2.5. Additional accumulation of sick leave will continue even during absence for illness as 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. Unused accumulated sick leave will be canceled upon termination unless otherwise stated in this policy manual.

5.2.6. Reimbursement for unused sick leave—retirement or death

5.2.6.1. An employee covered by this agreement who is eligible and who has a minimum of ten (10) years service credit, at the time of retirement or death, will have his/her final pay adjusted to reflect payment, on a proportional basis, for any unused accumulated sick leave allowance.

5.2.6.2. The amount of the adjustment will be computed as follows: The daily earnings of the employee will be multiplied by twenty-five percent (25%), not to exceed forty dollars (\$40.00) per day.* 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 200 days.

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

5.3. Bereavement Leave and Catastrophic Illness/Imminent Death Leave

5.3.1. 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 (including those under employee's legal guardianship), foster child, grandchild, stepchild, sibling, step sibling, stepfather, stepmother, or spouse's/partner's father, mother, grandfather, grandmother, or in-laws in any one incident. (Bereavement is paid leave).

- 5.3.2. 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 (including those under employee's legal guardianship), 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.)
- 5.3.3. 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.
- 5.3.4. 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.

5.4. Personal Time

- 5.4.1. Personal leave, 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.
- 5.4.2. 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.

5.5. Flexible Benefits Program

- 5.5.1. 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 thirty (30) hours per week.
- 5.5.2. The District will provide a Flexible Benefits Program to regular employees who work at least twenty (20) hours a week, but less than thirty (30) hours a week. The amount of the Flexible Benefits credits provided to these employees will be one-half (1/2) the benefits received by regular employees who work thirty (30) or more hours per week.

5.5.3. 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 3.7% 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</u> <u>COVERAGE CHOSEN</u>	<u>BENEFIT</u> <u>CREDITS</u>
Waiver	\$2500.00
Employee only	\$5487.00
Employee and child/children	\$9056.00
Employee and spouse	\$9647.00
Employee and family	\$11,269.00

5.6. 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 eightieth (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.

5.7. Leave of Absence

5.7.1. 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 (including those under employee’s legal guardianship), 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. An employee who is granted a Leave of Absence under FMLA will return to the position which he/she left or 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.

5.7.2. 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. An employee who is granted a leave under this section will return to the position which he/she left. Failure to return from a Medical Leave of Absence will result in automatic termination.

5.7.3. 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 of 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. An employee who is granted an approved leave under this section will return to the position which he/she left. Failure to return from an approved, extended personal leave will result in automatic termination.

5.7.4. 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 of 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. An employee who is granted an approved leave under this section will return to the position that he/she left. 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 of Human Resources.

5.7.5. 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:

- 5.7.5.1. The employee on educational leave will have the option of paying insurance coverage as provided through the Flexible Benefits Program.
- 5.7.5.2. 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 or designee.
- 5.7.5.3. During the unpaid educational leave of absence, the employee must be enrolled as a full-time student and submit documentation to the supervisor.
- 5.7.5.4. Vacation and sick leave benefits will not accrue during the educational leave.
- 5.7.5.5. 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.
- 5.7.5.6. Normal progression will continue on the salary scale.
- 5.7.5.7. 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.

5.7.6. Insurance Coverage During Leaves

5.7.6.1. 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

5.7.6.2 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.

5.7.6.3 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.

5.8. Holidays

5.8.1. The following designated days are recognized holidays by the District:

SCHEDULE OF PAID HOLIDAYS

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving
Winter Recess
Martin Luther King Day
Presidents Day
Spring Recess - 2 Days, Thursday and Friday
Memorial Day

5.8.2. During the ten (10) hour day/four (4) day workweek summer schedule, Memorial Day and Independence Day shall be equated as ten (10) hour days. All other designated holidays shall be paid as an eight (8) hour day.

5.8.3. An employee whose regular day off falls on a holiday will be given equal time off that meets the administrative needs of his/her department, and complies with the Overtime/Premium Pay policy in section 4.5.4. of this manual. Consistent with such needs, employee preference will be given consideration.

5.8.4. Should one or more of these holidays occur during an employee's vacation, the employee will be given an additional day's vacation.

5.8.5. An employee who works on a scheduled holiday will be paid time and one-half plus straight time.

5.8.6. Holiday pay will be computed on the base pay plus shift differentials when such differentials are a part of the regularly scheduled shift.

5.8.7. At the Chancellor's option, an additional holiday(s) may be declared during the fiscal year.

5.8.8. To qualify for holiday pay, the employee must be in a paid status on the day before and the day after the holiday.

- 5.8.9. An employee whose regular work day(s) falls on a Saturday and/or Sunday preceding or following a holiday will only be eligible to receive holiday pay as outlined in 5.8.1. If such an employee is unable to work because his/her work site is not open for business, the supervisor and employee will share responsibility for altering the employee's work schedule (for that week only), so that the employee is not placed on unpaid leave.

6. EFFECT OF POLICY

6.1. Separability

6.1.1. 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.

6.1.2. 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 to make arrangements for such a meeting.

6.2. 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.

6.3. Duration

This policy will become effective on July 1, 2006 and will continue in effect through June 30, 2009.

6.4. 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.

6.5. 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.

- 6.5.1. Aggrieved Person (grievance).** The person, persons, or Association making the claim.
- 6.5.2. Base Pay.** Base pay is the dollar amount determined by the current grade and step on the employee salary schedule
- 6.5.3. Calendar day.** One day; may be a weekday, Saturday, Sunday, or holiday.
- 6.5.4 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).
- 6.5.5 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).
- 6.5.6 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/confinement or death and requires immediate action.
- 6.5.7. 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.)
- 6.5.8. Classification.** A position in a compensation program designed by a systematic process to determine a title, scope, duties, and qualifications according to established criteria.
- 6.5.9. 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.
- 6.5.10. District.** The total administrative and support body of the Maricopa County Community College District (MCCCD).
- 6.5.11. Exempt employee.** An employee exempt from regulations of the Fair Labor Standards Act.
- 6.5.12. 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.
- 6.5.13. Governing board or board.** The Maricopa County Community College District Governing Board.
- 6.5.14. Grievance.** A formal, written allegation by a grievant that he/she has been adversely affected by a violation of a specific provision(s) of this policy manual. A grievance excludes any alleged misunderstanding, practice, or other matter(s) outside the terms of this policy manual.

- 6.5.15. Immediate supervisor.** The district employee to whom the regular employee reports for work.
- 6.5.16. 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.
- 6.5.17. 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.
- 6.5.18. Month.** A period from twenty-eight (28) to thirty-one (31) calendar days, e.g., February 20–March 19, December 1–December 31.
- 6.5.19. Nonexempt employee.** An employee governed by the regulations of the Fair Labor Standards Act.
- 6.5.20. 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).
- 6.5.21. 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.
- 6.5.22. Party(ies) in Interest.** The person or persons making a claim or any person who might be required to take action, or against whom action might be taken, in order to resolve a claim in either a Grievance or Resolution of Conflict.
- 6.5.23. 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.
- 6.5.24. Position.** A specific job within a classification to which a regular employee can be assigned.
- 6.5.25. 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.
- 6.5.26. PSA.** Professional Staff Association is the official organization of the District representing Professional Staff Employees and other employees covered under this manual.
- 6.5.27. 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.

- 6.5.28. 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.
- 6.5.29. Red-lined employee.** Employee whose salary exceeds the maximum step of their grade.
- 6.5.30. Regular employee.** A governing-board-approved employee whose workweek is from thirty (30) but fewer than forty (40) hours inclusive in length, and whose job is identified under listed classifications in the MCCCC classification system.
- 6.5.31. Regular full-time employee.** A governing-board-approved employee whose workweek is forty (40) hours, and whose job is identified under listed classifications in the MCCCC classification system.
- 6.5.32. Regular part-time employee.** A governing-board-approved employee whose workweek is at least twenty (20) hours and fewer than thirty (30) hours in length, and whose job is identified under listed classifications in the MCCCC classification system.
- 6.5.33. 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, MCCCC job interviews, etc.).
- 6.5.34. 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 2.6 and 6.5.27.
- 6.5.35. Salary grade.** One of ten (10) scales, consisting of nine (9) steps each, which together comprise the salary schedule that applies to all classifications listed in the Professional Staff Policy Manual.
- 6.5.36. 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.
- 6.5.37. Salary step.** A salary level within the grade on the salary schedule.
- 6.5.38. 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.
- 6.5.39. Temporary employee.** One-year-only employee, one-semester-only employee, or any other short-term hire. Temporary employees are not covered by these policies.
- 6.5.40. Top-of-scale.** An employee whose salary is at step nine (9) of their grade.
- 6.5.41. Transfer.** A transfer is defined as a change of position within MCCCC.

- 6.5.42 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.
- 6.5.43 Working day.** Any day on which the College/District is open for business.
- 6.5.44. Working out of classification.** Performing duties beyond the scope of the classification to which the employee is assigned.
- 6.5.45. 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.

7. Technical Changes:

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.

APPENDIX A

PROFESSIONAL STAFF DEVELOPMENT POLICY

A.1. Philosophy

- A.1.1.** The purpose of the Professional Staff Development Policy is to assist employees of the District in MCCC-related professional development. 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.
- A.1.2.** The goal of the Professional Staff Development Committee is to provide an incentive which will encourage the employee to maximize his/her scope of knowledge. Tuition assistance may be given to eligible employees taking upper-division courses at a regionally accredited institution that is recognized by the Department of Education. Employees may also have costs reimbursed for attending job-related or career-oriented seminars, workshops, or other activities as approved by the supervisor and the Professional Staff Development Committee following the determined guidelines. The Professional Staff Development Committee promotes District wide employee development by sponsoring group seminars, workshops, and other activities.
- A.1.3.** If an employee is directed by his/her supervisor to take courses and/or training, said courses and/or training shall be considered release time.

A.2. Committee

The Committee will be responsible for establishing administration, application procedures and screening criteria for granting of Staff Development funding. Said committee will be comprised of one (1) Professional Staff employee from each college and the District Office, and

at least one (1) advisor from the Chancellor's Executive Council. The Professional Staff Development Committee shall review and approve requests for assistance from eligible employees. Employees wishing to appeal the decision of the Committee shall appeal to the PSA Executive Board for a final determination. The Committee Chair will sit as a member of the Executive Board to hear such request.

A.3. Tuition Assistance

A.3.1. Eligibility

- A.3.1.1.** The employee must be a Board approved full-time or part-time employee employed by the District within grades one (1) through ten (10), or ninety-eight (98) for one full year prior to the starting date of course.
- A.3.1.2.** The employee must have an Associate of Arts Degree or equivalent hours.
- A.3.1.3.** The course must be (a) career oriented, or (b) required as part of a degree program, must be offered by a regionally accredited institution that is recognized by the Department of Education, and must not be offered within the Maricopa County Community College District. (Exception will be made only if credit hours are nontransferable.)
- A.3.1.4.** Employees receiving funding to be applied to tuition fees from any source other than Professional Staff Development funds (excluding loans) must submit a verifiable account of such funds, and in no case may the total of the combined funding exceed the total amount of tuition fees.
- A.3.1.5** Professional Staff Development funding cannot be used for travel expenses associated with coursework.

A.3.2. Application forms

- A.3.2.1.** Application forms are available from the Unit Representative. Ten copies of completed applications and appropriate documentation must be submitted to the Unit Representative. Applications will be reviewed and approved/disapproved by the Professional Staff Development Committee. Meetings will be scheduled monthly at the discretion of the chairperson.
- A.3.2.2.** All applications must include a copy of the program of study for degree-seeking students or rationale for career-oriented courses.

A.3.3. Application procedure

- A.3.3.1.** The application must be submitted to the Unit Representative according to the following schedule:
 - Fall Semester—Beginning July 15
 - Spring Semester—Beginning November 15
 - First Summer Session—Beginning March 15
 - Second Summer Session—Beginning May 15
- A.3.3.2.** Upon receipt of the application, the date and time will be recorded by the Unit Representative.

- A.3.3.3.** The Committee will meet to consider applications.
- A.3.3.4.** The Unit Representative will notify, in writing, the applicant as to the approval or disapproval within five (5) working days of Committee action.
- A.3.3.5.** An applicant may dispute a disapproved application for tuition or seminar/workshop registration by appealing, in writing, directly to the Professional Staff Development Committee. If dissatisfied with the Committee's final determination, the applicant may appeal to the Professional Staff Association Executive Board.

A.3.4. The Professional Staff Development Committee will reimburse one thousand dollars (\$1,000) per semester for tuition. Payments will be made to part-time regular employees not to exceed five hundred dollars (\$500) per semester or half of the actual dollar amount spent, whichever is less.

A.3.5. Distance learning courses, at regionally accredited institutions recognized by the Department of Education, must be completed within one year of the start date of the course for the funds to be approved.

A.3.6. No reimbursement will be made for any fees, including lab fees, parking fees, books, school supplies, etc.

A.3.7. Tuition reimbursement will be awarded only when a final grade report of "C" or better, and fee receipt indicating a zero balance has been received. This report must be received by the unit representative within six (6) weeks of completion of the course.

A.4. Seminar/Workshop Assistance

A.4.1. Eligibility.

Employees are eligible to participate in the seminar/workshop program when meeting the following qualifications:

A.4.1.1. The employee must be a Board approved full-time or part-time employee employed by the District within grades one (1) through ten (10) or ninety-eight (98) for one full year prior to the starting date of the seminar/workshop.

A.4.1.2. The theme/topic of the seminar/workshop must be job related, career oriented, or provide MCCCD-related professional growth, and must not be offered in a seminar, workshop, or mini-course within the Maricopa County Community College District. Any exceptions to this must include justification for appeal, in writing.

A.4.1.3. Employees receiving funding to be applied to registration fees from any source other than Professional Staff Development funds must submit a verifiable account of such funds, and in no case may the total of the combined funding exceed the total of the registration fees.

A.4.1.4 All regular employees of the District are eligible and encouraged to attend Staff Development sponsored District-wide activities. These seminars, workshops, and other activities will focus on topics of specific development concepts directly related to Professional Staff employee

growth, as determined by the Professional Staff Development Committee. All suggestions for programs are welcomed and will be considered by the Committee.

A.4.2. Application forms

A.4.2.1. Application forms are available from the Unit Representative. Ten copies of completed applications and appropriate documentation must be submitted to the Unit Representative. Applications will be reviewed and approved/disapproved by the Professional Staff Development Committee. Meetings will be scheduled monthly at the discretion of the chairperson.

A.4.2.2. Each application must include a copy of the Performance development program, original or a copy of the original seminar/workshop flyer, and any additional information requested by the Committee to help determine the qualifications of the application.

A.4.2.3. Activities scheduled during regular working hours must be signed by the applicant's supervisor, signifying approval of release time.

A.4.3. Application Deadline

A.4.3.1. To receive Committee consideration, the application should be received by the Unit Representative by the following dates:

Seminars/Workshops

September-December	Beginning July 15 th
January-April	Beginning Nov. 15 th
May-June	Beginning March 15 th
July-August	Beginning May 15 th

A.4.4. Assistance. The Professional Staff Development Committee will reimburse a total award of three hundred and fifty dollars (\$350) per semester for approved applications to job-related, career oriented or MCCC-related professional growth seminars, workshops, or other activities. Payments will be made to regular part-time employees up to one hundred and seventy-five dollars (\$175) or half of the actual dollar amount spent, whichever is less.

A.4.5. Travel. Travel considerations will follow the established District Travel Policies.

A.4.5.1. Eligibility. The employee must be a Board approved full-time or part-time employee within grades one (1) through ten (10), or ninety-eight (98) for one full year prior to the starting date of travel.

A.4.5.2. Professional Staff Development funds can be used on domestic travel for seminars and workshops only. May not be used for courses related to degree or certification programs.

A.4.5.3. Professional Staff Development funding cannot be used for travel expenses associated with coursework.

A.4.5.4. Assistance. The Professional Staff Development Committee will reimburse a maximum total award of seven hundred dollars (\$700) per individual, per fiscal year for approved applications to job-related, career oriented or MCCCDC-related professional growth seminars, workshops, or other activities. Payments will be made to regular part-time employees up to \$350 or half of the actual dollar amount spent, whichever is less.

A.5. Funding

A.5.1. In 2006-2009, the Professional Staff Development Program will be funded at the rate approved by the Governing Board each fiscal year for tuition and seminars and travel.

A.5.2. 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.

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 Committee will be responsible for establishing administration, application procedures and screening criteria for granting of Paid Educational Leave Funding. Said committee will be comprised of one (1) Professional Staff employee from each college and the District Office, and at least one (1) advisor from the Chancellor's Executive Council. 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.

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 PS full-time 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.

B.3.2. 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.

- 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.** Any employee granted educational leave will be required to sign a bond with the District agreeing to work twice the amount of leave time granted.
- B.3.6.** An employee on educational leave as outlined above will receive full (100%) salary from the District.
- B.3.7.** The District will continue to pay for the Flexible Benefits program selected by the employee.
- B.3.8.** Vacation and sick leave benefits will not accrue during the educational leave.
- B.3.9.** 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.
- B.3.10.** Normal progression will continue on the salary scale.
- B.3.11.** 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.
- B.3.12.** 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.

B.4. Application Requirements

Each applicant will be required to submit the following:

- B.4.1.** A completed Paid Educational Leave Application form.
- 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 between January and 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 Professional Staff 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 Paid Educational Leave 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/District Professional Staff Association governance and/or committees.
- 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, the Professional Staff Association President, and the Chairperson of the Paid Educational Leave 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 2006-2009, the District will provide funding at the rate approved by the Governing Board each fiscal year for replacement personnel.
- B.6.2.** 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.

APPENDIX C

PROFESSIONAL STAFF INTERNSHIP POLICY

C.1. Philosophy

- C.1.1.** 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.
- C.1.2.** 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.
- C.1.3.** The intern's program objectives may be modified with the approval of the intern, mentor(s) and the Internship committee.

C.2. 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, and at least one (1) advisor from the Chancellor's Executive Council. 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.3. Eligibility

An Internship may be granted to an employee subject to the following guidelines:

- C.3.1.** At the time of application, the applicant must be Governing Board approved, full-time, permanent Professional Staff employee.
- C.3.2.** At the time of application, the applicant must have been employed for a minimum of three full years by the application deadline (OYO, RPS, student, etc. employment does not apply).
- C.3.3.** Persons, at the time of application, paid on restricted monies (externally funded and community service) or employees working less than thirty (30) hours per week, are not eligible for the Internship program.
- C.3.4.** A former intern may apply three (3) years after he/she has completed a prior internship.

C.4. Application Forms

Application forms may be obtained from the unit Professional Staff Internship Committee representative or from the unit Professional Staff Association President. 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 the stipulations stated in the application material.

C.5. Seminar/Workshop/Travel

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.

C.6. Compensation and Return Rights

C.6.1. Compensation

- C.6.1.1.** 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.
- C.6.1.2.** The district will provide full Flex Benefits credits for an employee on an Internship.
- C.6.1.3.** 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.
- C.6.1.4.** 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.

C.6.2. Return Rights

- C.6.2.1.** 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.
- C.6.2.2.** 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.

C.7. Funding

- C.7.1.** In 2006-2009, the Professional Staff Internship Program will be funded at the rate approved by the Governing Board each fiscal year to cover financial assistance to employees.
- C.7.2.** The Internship Committee will pay replacement salary at step one (1) of the employee's grade if replacing with a Board approved employee or at the temporary rate if replacing with a non-Board approved employee.
- C.7.3.** 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.

APPENDIX D

PROFESSIONAL STAFF ASSOCIATION SUMMER CONFERENCE

D.1. 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.

D.2. Funding

- D.2.1.** Funding for the summer conferences will be as follows: The District will provide ten thousand dollars (\$10,000) toward the overall expenses of the conference.
- D.2.2.** 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.

D.3. Release Time

Members of the Summer Conference Committee, the Executive Board and conference presenters will be granted release time after 2:00 p.m. the day before the conference with prior approval of the immediate supervisor.

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, will forward recommendations to the Vice Chancellor of Human Resources regarding reclassification. If the committee has no Professional Staff member, the Vice Chancellor of Human Resources 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 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 MCCC 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 MCCC 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 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.