



College Safety Policies

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Department

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1. EMPLOYEE/ASSOCIATION/EMPLOYER RIGHTS AND RESPONSIBILITIES

- 1.1.** It is the intent of the Maricopa County Community Colleges to maintain staffing at the optimum level consistent with the sound, economical operation of the District. This will be accomplished through selective recruitment, developmental programs, proper placement according to abilities, transfers, and promotion.
- 1.2** Employee representatives will be allowed reasonable release time to sufficiently assist employees in district meetings with management, e.g., grievances. These recognized representatives will be allowed, with prior notification to the appropriate supervisor, to visit with other College Safety staff.
- 1.3.** Employee representatives will be allowed reasonable release time to sufficiently assist employees in meetings with management, e.g., resolution of conflict. These recognized representatives will be allowed, with notification to the appropriate supervisor, to visit with other College Safety staff.
 - 1.3.1.** At the request of the President of the college, up to two thousand five hundred dollars (\$2,500) will be made available to backfill for the chair of College Safety for the time away from his/her position at said campus.
- 1.4.** College Safety employees may use College and District building facilities/equipment for meetings provided that such use does not interfere with or interrupt normal operations and is subject to agreement by the appropriate College or District official as to the reasonableness of time and location selected.
- 1.5.** College Safety representatives may use College/District equipment for collaborative policy development meetings/College/District meetings at reasonable times provided such equipment is not otherwise in use. The types of equipment covered by this section include typewriters, computers, copy machines, and other duplicating equipment, etc. The College/District will provide supplies for same at its expense.
- 1.6** Elected College Safety representatives may, from time to time, request meetings with the Vice Chancellor for Human Resources, or designee, or District Employee Services to discuss policy interpretation and related matters. These meetings will take place during normal business hours and shall be approved by the Vice Chancellor for Human Resources or designee.
- 1.7** In the event a meeting, as described in Section 1.6, is held during an employee's non-work hours, the prior approval of the immediate supervisor must be given to the employee to attend and if applicable, the employee will be granted compensatory time or overtime as referenced in Section 10.

2. POLICY INTERPRETATION

- 2.1.** Request for review and/or revision of any portion of this policy shall be made in writing to the Vice Chancellor for Human Resources by the elected employee representatives. The Vice Chancellor for Human Resources or designee will arrange for necessary meetings. If this review and/or revision requires a change in existing policy or establishes new policy, the Vice Chancellor for Human Resources, or designee will submit the item to the Governing Board for action.
- 2.2.** Changes may be instituted to this policy through the Collaborative Policy Development process, as detailed in Section 3.

3. COLLABORATIVE POLICY DEVELOPMENT PROCESS

3.1. SELECTION OF REPRESENTATIVES

- 3.1.1.** Collaborative policy development representatives will be elected to meet with District officials on hours, and other related terms and conditions of employment. These representatives shall serve for three (3) years, and this term shall start from the date of election certification. In the event an elected employee is not able to complete his/her term of service, the vacancy shall be filled by an appointment decided by the Executive Committee.
- 3.1.2.** The purpose of this election shall be to guarantee College Safety employees the opportunity to elect representatives for the collaborative policy development process. Those delegates shall consist of two (2) certified representatives and two (2) non-certified representatives, one (1) dispatcher and one (1) alternate from each category. The representatives will be chosen by College Safety employees in a District-wide election. One such representative will be selected to serve as the president.

3.2. MEETING DATES

- 3.2.1.** The Vice Chancellor for Human Resources, or designee, shall meet with the safety representatives to arrange a series of Collaborative Policy Development meeting dates to exchange and discuss proposals. Representatives from safety and the Vice Chancellor of Human Resources, or designee, will meet bi-annually for a comprehensive review and update of the Safety Policy manual. In the interest of all concerned, either party reserves the right to meet on a needs basis prior to the bi-annual meeting. After reaching an agreement between the parties, changes will be presented to College Safety employees for their action. Following approval by the group, modifications to these policies will be forwarded to the Chancellor/Board for consideration. Upon approval, Human Resources staff will be responsible for communicating changes to College Safety employees and other appropriate District staff members. The written policy changes will be disseminated as soon as possible following Chancellor/Board approval.
- 3.2.2.** Working with the president of the College Safety group, the Vice Chancellor for Human Resources or designee will provide information (including budgetary information), which is necessary for the parties to have discussions regarding not only compensation issues, but College Safety policy issues as well. As this information is generally public information, the role of the Vice Chancellor or designee is primarily to facilitate acquisition of pertinent data.

3.3. DISTRIBUTION OF MATERIAL

- 3.3.1.** The elected representatives of the collaborative policy development team will have the right to place appropriately identified notices, circulars, and material related to the collaborative policy development process on designated District/College bulletin boards. All material(s) will be signed by the individual and will have a removal date not to exceed three (3) weeks from the date of posting. The representative posting the material assumes full responsibility for its accuracy.
- 3.3.2.** Material endorsing or opposing any candidate for public office may not be distributed or posted.

4. EMPLOYMENT

4.1. POSTING OF EMPLOYMENT VACANCIES

Present District policy requires the posting of all positions of regular employment available. The District desires to present the opportunity for employees who are qualified to advance themselves professionally.

4.1.1. All employees covered by this policy manual will be filled by lateral transfer or from the College Safety Officer Employment Pool.

4.2. SELECTION

4.2.1. A selection process for Certified College Safety Officers has been established by committee. The process requires various steps including an application process, physical agility evaluation, college screening / oral interview, background investigation, optional interview with college administration, conditional offer of employment, polygraph examination, medical examination/drug screening, psychological evaluation, employment decision. The final selection of candidates for employment is predicated on the candidates successfully completing all phases of the process.

4.2.2. Recommendation for employment shall be made by the College President or his/her designee (in accordance with paragraph 5.1.1.) to District Employee Services. District Employee Services, through the Vice Chancellor for Human Resources or designee shall recommend approval by the Governing Board.

4.3. PLACEMENT

4.3.1. An applicant's qualifications will be evaluated thoroughly at the time of initial appointment, based upon verified, related work experience and official transcripts of academic work. The appropriate Human Resources staff or designee will be responsible for equating these qualifications to the minimum eligibility requirements and for step placement.

4.3.2. Initial appointments will normally be at step one (1) of the schedule which applies to the position as classified by the District. However, the appropriate President may grant additional steps to meet unique needs of the District.

4.3.3. When a vacancy exists and an applicant is placed on a temporary status while waiting for Governing Board action, the applicant will be paid at step one (1) of the grade for that position.

4.3.4. Credit for formal education will be allowed at the rate of one (1) step for the completion of two (2) or more years of college credits (sixty [60] semester hours) from a regionally accredited institution of higher education. Employees entering the District, or current employees, who complete such work will be granted up to two (2) steps for formal education. In addition to the one (1) step (noted above) for completion of sixty (60) units, a step will be granted for the completion of a bachelor's, a master's, or a doctorate degree. No employee may be granted or earn more than two (2) such steps.

4.3.5. A newly hired, Governing Board-approved Certified College Safety Officer may receive credit at the rate of one (1) step for the completion of five (5) or more years of law enforcement experience as an officer with a police or other law enforcement agency. In addition to the one (1) step, a step will be granted for attaining the rank of Sergeant, Lieutenant or Captain with a law enforcement agency. Said employees, who have such law enforcement experience, will be

granted up to two (2) steps on their salary schedule. No more than two (2) steps may be earned or granted for law enforcement experience.

4.3.6. No employee may be granted or earn more than four (4) steps (two [2] steps for formal education and two [2] for law enforcement experience) in the pay grade schedule. Such step increases will be effective in the pay period following submission and verification of evidence by Employee Services.

4.3.7. All undergraduate and graduate degrees and semester hours must be earned at accredited institutions. Work done at foreign universities will be considered if evaluated (at the applicant's expense) by an American university approved to provide such service.

4.3.8. To receive credit as specified in paragraph 4.3.5, an employee must be hired in an APOST-certified classification with a District/College Safety Department.

4.4. SALARY ADMINISTRATION

4.4.1. Current Listing of All Position Titles by Grade

<u>Grade</u>	<u>Titles</u>
12	Certified College Safety Officer
7	College Safety Officer
	Safety Compliance Technician
6	Dispatcher

4.4.2. See <http://www.dist.maricopa.edu/hrweb/wagesal/sal2010/index.htm> for the 12 month salary schedules or call District Employee Relations for a hard copy.

5. CATEGORIES OF EMPLOYEES

5.1. CERTIFIED COLLEGE SAFETY EMPLOYEES

This category includes only Arizona Peace Officer Standard Training (APOST) certified personnel, who possess a current/valid APOST certification; i.e., Certified College Safety Officer(s).

5.2. NON-CERTIFIED COLLEGE SAFETY EMPLOYEES

This category includes all non-APOST certified personnel; e.g. College Safety Officers and Dispatchers.

5.3. REGULAR FULL-TIME EMPLOYEES

Regular full-time employees are employees working thirty (30) hours or more per week, occupying budgeted positions as specified by Governing Board action. These employees are eligible for all employee benefits as defined in the Employee Benefits Manual.

5.4. REGULAR PART-TIME EMPLOYEES

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 as specified by Governing Board action. These employees are eligible for statutory benefits.

6. PROBATIONARY PERIOD

- 6.1.** The probationary period for an employee starts the first day worked following Governing Board approval.
- 6.2** An employee unable or unwilling to meet job requirements may be terminated at any time during the probationary period upon recommendation of the Director of College Safety/Chief Security Officer and with the approval of the Vice Chancellor for Human Resources or designee.
- 6.3. NON-CERTIFIED COLLEGE SAFETY EMPLOYEES:**
 - 6.3.1.** An employee will serve a one year orientation period and may be subject to release or discharge by the employer at its sole discretion. These orientation employees will serve at the discretion of the hiring authority.
 - 6.3.2.** There will be a written evaluation at the end of the sixth (6) month and prior to the completion of the twelfth (12) month of employment.
 - 6.3.3.** Employees will receive one (1) step on the salary schedule after successfully completing orientation status. District benefits for employees shall begin on the effective date of hire (Governing Board action).
- 6.4. CERTIFIED COLLEGE SAFETY EMPLOYEES**
 - 6.4.1.** All new employees and current employees being promoted will complete a one (1) year orientation period.
 - 6.4.2.** During the one (1) year orientation period a new employee may be subject to release or discharge by the employer at its sole discretion.
 - 6.4.3.** There will be a written evaluation at the end of the sixth (6) month and prior to the completion of the twelfth (12) month of employment.
 - 6.4.4.** Employees will receive one (1) step on the salary schedule after successfully completing one (1) year in orientation status. District benefits for employees shall begin on the effective date of hire (Governing Board Action).

7. LATERAL TRANSFER

All Governing Board approved employees who are part of the College Safety policy group who have successfully completed the probationary period may transfer to different locations where an open position exists throughout the District. All transfers will agree with the provisions of this section. A transfer is defined as a change of location within the same job classification.

- 7.1.** A request for transfer form must be submitted to the Employee Services department. Properly filed transfer request forms will be given consideration during the fiscal year filed. Transfer request forms will be kept on file for the remainder of the fiscal in which they are filed. It is the responsibility of the employee to file a new transfer request form for each new fiscal year. The Employee Services department shall process all transfer requests prior to scheduling external interviews.
- 7.2.** Before an external interview is scheduled, a decision must be made regarding lateral transfer applicants.
- 7.3.** The Employee Services department shall notify the appropriate supervisor and make arrangements for the employee and the supervisor to discuss the transfer. Every attempt will be made to allow lateral transfers where the transfer mutually benefits the employee and the District. If the transfer is acceptable to the College President(s)/Vice Chancellor, or

designee(s), affected, the Employee Services department shall notify the employee and his/her supervisor of the approval to transfer.

- 7.4.** Unsuccessful lateral transfer applicants will be notified by the Employee Services department.

8. EMPLOYMENT MOBILITY

8.1. ACTING ASSIGNMENT

8.1.1 Any employee required to fill and assume responsibility of a classification with a higher rate of pay than his/her normal classification will receive salary placement at a step in the higher grade that is closest to but not less than ten percent (10%) higher than the current salary. If the ten percent (10%) brings the employee's salary beyond the top published step of the higher grade, the employee will be placed on the top published step of the higher grade. A red-lined employee who fills and assumes the higher classification will be placed on the top published step of the higher grade. If the top step of the higher grade is less than the employee's red-lined dollar amount at the lower grade, the employee's salary will be retained.

8.1.2 When an employee is assigned the duties and responsibilities of the Director of College Safety/Chief Security Officer, he/she shall be paid a premium of twenty percent (20%) above his/her present hourly rate beginning the first (1st) working day or receive two (2) hours per day compensatory time, as agreed to by the employee and Director/Chief and/or Vice President/Associate or Vice Chancellor.

8.2. SENIORITY

8.2.1. For the purpose of layoff and reassignment, seniority within the various classifications will be determined in the following order:

8.2.1.1. Board approved time in service as a regular employee within the District.

8.2.1.2. Board approved time in service as a regular employee within the location.

8.2.1.3. Board approved time in service as a regular employee within the classification.

8.2.2. The principle of seniority is recognized and is applicable to all employees who have completed the probationary period of employment.

8.3. PROMOTION

8.3.1. When promotions are made to a higher classification of work, such promotions shall be made on the basis of qualifications, performance and seniority. An employee promoted to a position which is at a higher grade will receive salary placement at a step in the new grade that is closest to but not less than ten percent (10%) higher than the current salary. If the ten percent (10%) brings the employee's salary beyond the top published step of the higher grade, the employee will be placed on the top published step of the higher grade. A red-lined employee who is promoted will be placed on the top published step of the

higher grade. If the top step of the higher grade is less than the employee's red-lined dollar amount at the lower grade, the employee's salary will be retained. In the event of equal qualifications and performance, seniority will be the determining factor.

8.3.2. If an employee is promoted to a non-certified/certified position, he/she will serve a forty-five (45) working day probationary period at the higher classification. If the employee is successful in applying for an Arizona Peace Officer Standard Training Board (APOST) certified position, he/she will serve a one (1) year probationary period at the higher classification.

8.4. Requests for shift change will be done by locations and not District-wide.

9. WORKDAY AND WORKWEEK SCHEDULE

9.1. The workday shall not be less than eight (8) hours nor more than twelve (12) hours (with provision for at least a one half (1/2) hour lunch period not included as a work period) in any twenty-four (24) hour period.

9.1.1. The workweek shall be a total of not more than forty (40) hours in any one (1) week and not more than five (5) days. The workweek may begin on any day of the week. However, payroll periods will begin on Saturday at 12:01 a.m., and terminate on Friday at midnight.

9.1.2. The Director of College Safety/Chief Security Officer may, at his/her option and with the approval of the President and District Employee Services, assign College Safety personnel to more than an eight (8) hour workday. Employees on more than eight (8) hour work days will be charged accordingly for sickness and vacation, e.g. employees on a four (4) day, ten (10) hour work week will be charged one and one-quarter (1.25) days for sickness and vacation.

9.1.3. Assignment of work hours/work weeks will be made by the Director of College Safety/Chief Security Officer in order to provide adequate coverage.

9.2 SHIFT START TIMES

9.2.1. First Shift - The first shift shall start any time between the hours of 4:00 a.m. and 11:30 a.m.

9.2.2. Second Shift - The second shift shall start any time between the hours of noon and 6:00 p.m.

9.2.3. Third Shift - The third shift shall start any time between the hours of 6:30 p.m. and midnight.

9.3. SHIFT ALTERATIONS

9.3.1. The parties recognize that it may be necessary from time to time that shifts and/or workdays be altered and that such alterations to scheduling can be accomplished with the mutual consent of the employee and his/her supervisor, except in an emergency.

9.3.2. Major changes in College Safety work schedules must be approved by the Director of College Safety/Chief Security Officer.

9.4. MEAL PERIOD

Officers will be allowed at least a one half (1/2) hour duty free meal period during their normal duty day. This period will be included in the total hours worked.

9.4.1 Dispatchers will be allowed a one half-hour (1/2) meal period during their normal duty day. When a dispatcher is required to perform work or work related duties during their meal break, the dispatcher shall be compensated at the appropriate overtime rate or given compensatory time.

9.5. REST PERIOD

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

10. OVERTIME

10.1. Overtime must be approved by the appropriate Director of College Safety/Chief Security Officer or his/her designee before overtime is actually worked, except in emergency situations.

10.2. Overtime earned shall be paid: (a) at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay, or (b) one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked.

10.3. Overtime pay will be received in the warrant at the end of the pay period following the pay period in which the work was accomplished.

10.4. In the event of overtime, assignments when possible, will be distributed equally among the classifications.

10.5. An employee called back to work between closing time of his/her regular shift and the start time of his/her next shift will be paid a minimum of three (3) hours work at the applicable overtime rate.

10.5.1. If a college safety officer is required to wear a pager or be on call at times other than his/her normal work hours, he/she shall be paid 10% of his/her hourly pay for each hour he/she is required to be available for immediate response.

10.6. Employees will be paid overtime when the hours exceed forty in any one-week period. The overtime will be paid after forty hours of compensated time (including sick, holiday, vacation, etc.).

11. PAY DIFFERENTIALS

11.1. An evening differential of forty-five cents (\$0.45) an hour will be paid, in addition to the base pay, to an employee on the second (2nd) shift.

11.2. A night differential of fifty cents (\$0.50) an hour will be paid, in addition to the base pay, to an employee on the third (3rd) shift.

11.3. A Saturday/Sunday differential of forty cents (\$0.40) an hour will be paid, in addition to the base pay and the shift differential, an employee whose regularly scheduled eight (8) or greater hour work schedule requires him/her to work on Saturday and/or Sunday.

11.4. The Director of College Safety/Chief Security Officer may request the College President to establish shift differentials differing from those outlined above should he/she deem it appropriate. Any shift differential changes must be approved by the Vice Chancellor for Human Resources and in no case will they be less than those outlined above.

11.5. TEN (10) YEAR ANNIVERSARY

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

11.5.2. Effective July 1, 1995, an employee who is at the top of his/her grade or is red-lined, will receive a onetime five hundred dollar (\$500.00) payment on the payroll immediately following his/her ten (10) year anniversary month. No payment will be made to an employee who has previously received credit for a ten (10) year anniversary increment.

11.6 TWENTY (20) YEAR ANNIVERSARY

11.6.1 Effective July 1, 2006, a one (1) step increase will be granted on the employee's anniversary date when twenty (20) years of service in a paid status are completed with the District provided the employee is not already at maximum on his/her grade on the salary schedule.

11.6.2 Effective July 1, 2006, a onetime stipend equivalent to a step will be granted to all employees who are at the top of his/her grade or redlined. This action will take place on the payroll immediately following his/her twenty (20) year anniversary month. No payment will be made to an employee who has previously received credit for a twenty (20) year anniversary increment.

11.7. EDUCATIONAL/SPECIALIZED COMPENSATION

11.7.1. An employee completing formal education as per paragraph 5.3.1.4., under subsection 5.3., entitled Salary Administration, will be granted appropriate step increases in his/her salary range upon receipt of satisfactory evidence by Employee Services, providing that the employee is not at the top of his/her pay grade on the salary schedule. Such step increase will be effective in the pay period following submission to, and verification of evidence by, Employee Services.

11.7.2. It shall be the applicant's responsibility to provide Employee Services with necessary information to keep his/her file updated.

11.7.3 All undergraduate and graduate degrees and semester hours must be earned at accredited institutions. Work done at foreign universities will be considered if evaluated (at the applicant's expense) by an American university approved to provide such services.

11.7.4. An employee who is at the top of his/her grade or red-lined, will receive a five hundred dollar (\$500.00) payment upon completing formal education (sixty {60} semester hours or more). No payment will be made to an employee who has received credit for completion of formal education.

11.7.5. Effective July 1, 2000, an employee who completes either of the following requirements:

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

will receive an additional two and one-half percent (2½%) of his/her salary for that current fiscal year. Employees who have sixty (60) credit hours and have

applied them under different section of this policy manual may not apply the same credit hours to this section.

- 11.7.6** To qualify for educational compensation under 11.6.5. seminars and/or college coursework must be related to the employee's current job or be part of an approved career or professional education development plan. When taking credit courses, the employee must obtain a passing grade to qualify for compensation under this section.

12. UNIFORMS

- 12.1.** College Safety employee uniforms will be in compliance with Section IV, entitled Uniforms and Equipment, in the Security-Related Procedures and Practices Manual.

12.2. UNIFORM ALLOWANCE

- 12.2.1.** Certified College Safety personnel who are required to wear a uniform will receive a uniform allowance of one thousand and twenty (\$1020.00) dollars per fiscal year. Eligible personnel will receive five hundred and ten dollars (\$510.00) twice annually on the second (2nd) payroll check in the months of December and June. The uniform allowance will be pro-rated for employees on an approved leave of absence.
- 12.2.2.** Allowance of five hundred (\$500.00) dollars per fiscal year. Eligible personnel will receive a two hundred and fifty (\$250.00) check twice annually with the second (2nd) payroll check in the months of December and June.
- 12.2.3.** If an employee fails to abide by the uniform provisions of this agreement the Director of College Safety/Chief Security Officer will send the employee home without pay until the employee is in compliance with the uniform standard.

13. TRANSPORTATION

- 13.1.** An employee who has been instructed by his/her immediate supervisor or District administrator to travel from one location to another during a work period will be paid at his/her regular rate of pay for time spent in such travel. Where the distance of travel requires transportation, the District/College will attempt to furnish transportation.
- 13.2.** An employee may be required to furnish transportation. Mileage in such cases will be paid at the District approved rate.
- 13.3.** Under no circumstances will an employee travel in any private vehicle, on college or district business, unless said vehicle has the required liability insurance as required by the District.

14. EMPLOYEE DEVELOPMENT EVALUATION

14.1. Purpose

- 14.1.1.** To provide objective counseling in the development of employees in general.
- 14.1.2.** To assist in the development of those demonstrating potential for supervisory-level assignments.

- 14.2.** The Director of College Safety/Chief Security Officer may review the appraisal form with (and obtain the endorsement signature of) the next higher-level supervision prior to the discussion with the employee being appraised.
- 14.3.** A performance appraisal will be given each year during the months March through May. Employee evaluation outside of the established schedule may be requested by the employee and/or his/her supervisor. Evaluations required during probationary periods are in addition to the above.
- 14.4** Employee and Director of College Safety/Chief Security Officer signatures are required on the appraisal form to acknowledge that a discussion was held. The employee's signature is not to be construed as an agreement with the evaluation. Employees are entitled to attach a written rebuttal and explanatory statement, or an agreement statement to the evaluation form.
- 14.4.** No alterations or additions will be made to an evaluation form once it has been signed by the employee and the supervisor. The employee may, at any time, review the evaluation forms previously filed in his/her official personnel file. An employee may request a copy of his/her evaluation(s) through District Employee Services.

15. CORRECTIVE ACTION PROCEDURE

The employee's personnel file, located in the Records and Information Center of the Employee Services Department, is the official file and source of reference with regard to this procedure. If an employee's conduct or performance on the job is considered less than satisfactory, the following procedures will be the supervisor's guide.

15.1. INITIAL CORRECTIVE DISCUSSION

The Director of College Safety/Chief Security Officer will hold a personal and private discussion with the employee, clearly explaining the unsatisfactory conduct and/or performance and the corrective action required. The objective is to assist the employee in every reasonable way. Generally, no record will be made of an initial corrective discussion and the employee will be so informed. However, this initial corrective action does not preclude the Director of College Safety/Chief Security Officer from going directly to the second (2nd) or third (3rd) corrective action steps, if in their judgment those steps would be more appropriate in dealing with the unsatisfactory conduct and/or performance.

15.2. SECOND CORRECTIVE DISCUSSION

15.2.1. If the employee fails to take necessary corrective action, or if in the judgment of the Director of College Safety/Chief Security Officer, the second step in this procedure would be more appropriate to deal with the unsatisfactory conduct and/or performance, a formal discussion will be held with the employee and Director of College Safety/Chief Security Officer. Either party may request a representative from Employee Relations to attend. On this occasion a written record will be made, and one (1) copy will be given to the employee and one (1) copy will be placed in the employee's personnel file.

15.2.2. The emphasis should continue to be corrective in intent. The employee should clearly understand the hazard of continued failure to meet prescribed standards of duty performance.

15.2.3. Upon proof of satisfactory performance, at the end of one (1) year, the written record will be removed from the official personnel file upon written request from the employee and a signed endorsement from the Director of College Safety/Chief Security Officer.

15.3. DISCIPLINARY ACTION, PROBATION AND INVOLUNTARY TERMINATION

15.3.1. If the above two (2) steps have been pursued by the appropriate College/District manager and the employee fails to respond satisfactorily or commits another offense, disciplinary action may be recommended by the Director of College Safety/Chief Security Officer. The College President/Vice Chancellor, in consultation with appropriate Human Resources staff, will determine appropriate disciplinary action.

15.3.2. Misconduct on the Job. Should an employee be investigated by the Director of College Safety/Chief Security Officer, the College President, or another District manager, as a result of alleged misconduct on the job or for reasons specified in 15.3.1. above, and the allegation is substantiated, the employee may be placed on probation for forty-five (45) days or suspended without pay for a period of up to ten (10) working days and/or may be recommended for termination/dismissal. Misconduct on the job may include but is not limited to the following:

15.3.2.1. Fighting.

15.3.2.2. Willful destruction, alteration, or removal of College/District documents and/or property.

15.3.2.3. Being under the influence of alcohol or illegal drugs during working hours.

15.3.2.4. Poor job performance necessitating disciplinary action.

15.3.2.5. Commission of a crime.

15.3.2.6. Neglect of duty.

15.3.2.7. Insubordination, failure to obey a direct and lawful order of a supervisor.

15.3.2.8. Unreasonable use of force.

15.3.2.9. Sleeping while on duty.

15.3.2.10. Failure to honestly and accurately report all facts pertaining to an investigation.

15.3.2.11. Absence from duty without authorization.

15.3.2.12. Feigning sickness or injury to avoid duty.

15.3.2.13. Improper use or mishandling of weapons.

15.3.2.14. Appropriating any lost, found, stolen, departmental, or evidential property.

15.3.2.15. Involuntary Termination. The appropriate College President/Vice Chancellor or designee may recommend employee involuntary termination. The Vice Chancellor for Human Resources or designee will review the record of the employee and conduct an investigation, as he/she deems appropriate. If the Vice Chancellor for Human Resources or designee deems that there are sufficient grounds for involuntary termination, he/she will recommend same to the Governing Board. An employee may appeal his/her involuntary

termination recommendation to the Vice Chancellor for Human Resources or designee within five (5) days of receipt of written termination notice (see section 15.4. for termination procedures).

15.4 RESIGNATION/TERMINATION

15.4.1. Resignation/Retirement. Two (2) weeks prior to resignation, the employee will provide a letter of resignation to the supervisor and District Employee Services. The employee will schedule an exit interview with District Employee Services.

15.4.2. Involuntary Termination

15.4.2.1. An employee may be involuntarily terminated for cause. Before termination for cause is undertaken, careful analysis of all circumstances will be made by the Vice Chancellor for Human Resources or designee. The employee will receive written notification of the charges and the underlying evidence resulting in the recommendation of termination.

15.4.2.2. The College employee shall have the right to a hearing by filing a written request with the Vice Chancellor for Human Resources within five (5) working days after being served with a notice of intent to dismiss. The filing of a timely request shall suspend the dismissal procedure, pending the completion of the hearing.

15.4.2.3. Upon a timely request, a Hearing Committee shall be constituted and shall be composed of the following three (3) employees, one (1) College President appointed by the Chancellor or designee, one (1) employee selected by the President of the applicable employee group and one (1) employee selected by the employee. All committee members must be selected from colleges other than the college where the employee who was dismissed was assigned.

15.4.2.4. The Hearing Committee shall select a Chair. Unless the parties stipulate to extend the time beyond which is set forth below, the Chair shall conduct a meeting with the employee and his/her representative no later than twenty (20) working days after the formation of the committee for the purpose of exchanging exhibits, witness lists and summaries of witness testimony. The Chair may choose to deny admission of an exhibit(s) or witness testimony for failure to comply with this section.

15.4.2.5. Unless the parties otherwise agree, the Hearing Committee shall conduct the hearing no later than ten (10) working days after the exchange of information detailed in section 15.4.2.4. Prior to the hearing, the employee must declare, in writing, whether he/she wishes the hearing to be made public or in closed session. The employee may attend the hearing; present testimony, evidence or statements, oral or written, in his/her behalf; and be represented by legal counsel or other representative.

15.4.2.6. Within five (5) working days after completion of the hearing, the Hearing Committee shall provide the Chancellor or designee with a written summary of the evidence that was presented during

the hearing. In addition the Hearing Committee shall render binding written findings of fact and conclusions of law and forward same with its recommendation regarding the appropriateness of the dismissal to the Chancellor or designee.

- 15.4.2.7.** After receiving the Hearing Committee's summary of evidence, findings of fact and conclusions of law, the Chancellor or designee may meet with the Hearing Committee to clarify the summary of evidence, findings of fact and conclusions of law. The Chancellor or designee shall have ten (10) working days in which to review the recommendation regarding dismissal. The Chancellor or designee may adopt the recommendation and forward same with the summary of the evidence, a copy of the findings of fact, conclusions of law and the Hearing Committee's recommendation to the Governing Board.
- 15.4.2.8.** The Governing Board, at a public meeting, shall render the final decision regarding the employee's appeal. A copy of the final decision shall be sent (U.S. certified or registered mail) to the employee at his/her place of residence as recorded in District records.
- 15.4.2.9.** With voluntary/involuntary termination, an employee waives all rights that he/she has had as an employee and will be treated as a new employee should he/she return to the District.
- 15.4.2.10.** Unused vacation will be paid to the terminating employee.

16. RESOLUTION OF CONTROVERSY

16.1. INFORMAL RESOLUTION OF NON-POLICY ISSUES

- 16.1.1** An employee who has a problem or concern shall have a meeting/discussion with his/her immediate supervisor prior to initiating a written request for formal resolution. The meeting shall take place within three (3) working days of the employee's request. The purpose of this meeting/discussion is to seek informal resolution of the problem. The employee and supervisor shall meet to discuss the employee's specific concern in an attempt to reach an agreement. 16.1.2 If the supervisor and employee are unable to resolve the issue informally, the employee may proceed and file for formal resolution.
- 16.1.2** If the problem involves the employee's immediate supervisor, the employee shall have the right to meet informally with the next higher level of authority.

16.2. FORMAL RESOLUTION OF NON-POLICY ISSUES

- 16.2.1.** In the event of a perceived inequity or a circumstance which is not covered either by this Policy manual or Board policy, an employee shall have the right to appeal for resolution by the following procedures:
 - 16.2.1.1.** A written statement of the situation or decision in question shall be appealed to the appropriate level as follows:
 - 16.2.1.1.1.** Department Director/Manager
 - 16.2.1.1.2.** College Vice President
 - 16.2.1.1.3.** College President

16.2.1.1.4. Vice Chancellor

- 16.2.2** The appeal process shall start at the level next higher than the person involved in the decision in question. If the decision under appeal was made at the highest College level, the process will move to the District Office.
- 16.2.3.** Employee representatives will be allowed reasonable release time to sufficiently assist employees in meetings with management. The employee may be accompanied by an employee representative of his/her choice when meeting with the above individuals.
- 16.2.4.** The employee shall receive a written decision from each of the above levels of authority.

16.3 RESOLUTION FOR POLICY-RELATED ISSUES

16.3.1 INFORMAL RESOLUTION

- 16.3.1.1** An employee who has a problem or complaint shall have a meeting/discussion with his/her immediate supervisor prior to initiating a formal, written grievance. The meeting shall take place within three (3) working days of the employee's request. The purpose of this meeting/discussion is to seek informal resolution of the problem. The employee and supervisor shall meet to discuss the employee's specific concern in an attempt to reach an agreement.
- 16.3.1.2** If the supervisor and employee are unable to resolve the issue informally, the employee may proceed and file a formal grievance.
- 16.3.1.3** If the grievance involves the employee's immediate supervisor, the employee shall have the right to meet informally with the Step Two personnel per 16.3.3.2.

16.3.2 FORMAL GRIEVANCE PROCEDURE

16.3.2.1. DEFINITIONS

- 16.3.2.1.1** A grievance is a formal written allegation by a grievant that he/she has been adversely affected by a misinterpretation, misapplication or violation of a specific provision of this policy manual. But, the term grievance shall not refer to or include disciplinary matters. A grievance excludes any alleged misunderstandings, practice, or other matter(s) outside the terms of this policy manual.
- 16.3.2.1.2** A grievant is an employee(s) who has completed his/her initial probationary period and is making a claim that he/she has a grievance as defined above.

16.3.3 FORMAL RESOLUTION PROCEDURE

16.3.3.1 Step One: Formal - Immediate Supervisor

Within ten (10) working days of the time the grievance arises or within ten (10) working days of the date when the grievant should have known of its occurrence, the grievant, either individually or, if requested by the employee,

accompanied by a representative from his/her employee group, will present the grievance, in writing, to his/her immediate supervisor. The immediate supervisor shall carefully consider the matter, and within five (5) working days, render a decision, in writing, to the grievant.

16.3.3.2 Step Two: Vice President/College Administrator

If the grievant is not satisfied with the disposition of the grievance at Step One; he/she shall, within five (5) working days after the decision is rendered, prepare an appeal in writing, and submit the appeal, with a copy of the grievance and decision rendered at Step One, to the appropriate Vice President or college administrator at the next level of supervision. The Vice President and/or college administrator will hold a meeting within seven (7) working days after the appeal is received. The meeting will include the grievant, the grievant's immediate supervisor, and if requested by the employee, a representative from the grievant's employee group.

16.3.3.2.1 Within five (5) working days after the meeting, the appropriate 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 Step One of the grievance procedure.

16.3.3.3 Step Three: College President/Vice Chancellor

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

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

16.3.3.4 Step Four: Vice Chancellor for Human Resources

If the grievant is not satisfied with the disposition of the grievance at Step Three and desires to appeal further, he/she shall prepare an appeal in writing, and submit the appeal, with a copy of the grievance and the decisions rendered at the first three steps, to the Vice Chancellor for Human Resources. The Vice Chancellor or designee will arrange a meeting at a mutually agreeable time and place not later than seven (7) working days after the receipt of the written grievance with the grievant, and a representative. The Vice Chancellor

or designee will provide a written decision to the grievant within seven (7) working days after the meeting or within such additional period of time that is mutually agreed upon. A copy of the decision shall be forwarded to the College President/Vice Chancellor in Step Three, Vice President/college administrator in Step Two, and the immediate supervisor in Step One of the grievance procedure.

16.3.3.5 Step Five: Chancellor

If the grievant is not satisfied with the disposition of the grievance or if no decision has been rendered within seven (7) working days after presentation of the grievance to the Vice Chancellor of Human Resources, an appeal may be made by the grievant to the Chancellor. It will be in writing and accompanied by a copy of the written grievance, which was filed at Step One, and also a copy of the written decisions at Step Two and Step Three. Not later than ten (10) working days after receipt of the appeal, the Chancellor or designee(s) will hold a meeting on the grievance. In the event the Chancellor must appoint a designee, this designee will be an employee who has had no previous involvement in this case. At the request of the grievant, representatives who participated in previous steps may attend the meeting. Within ten (10) working days after the hearing, the Chancellor or designee(s) shall render a decision in writing, delivered (via certified or registered mail, or by personal service) to the grievant. This decision will be final and binding on the District and employee group, for the duration of this document and subject to the limitations specified therein.

16.4 MISCELLANEOUS

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

17. OBSERVATION OF SAFETY

Every employee is expected to accept safety and accident prevention as an active part of his/her job assignment. He/she should observe, correct, and report safety hazards as a basic job requirement. The District will furnish equipment required for safety.

18. EMPLOYEE BENEFITS

18.1 FLEXIBLE BENEFITS PROGRAM

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

18.1.2. District contribution amounts. The District will contribute benefit credits toward the employee's Flexible Benefits Program, according to the paragraph below. The District will contribute one-half (1/2) the benefit credit amount toward the half-time employee's Flexible Benefits Program. In addition, the District, under the core program, will pay the premiums for long-term disability insurance and \$15,000 life insurance.

18.1.3 The District will contribute benefit credits toward the employee's Flexible Benefits Program. Flex credits will be allocated to both the "core" and "buy up" 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 and the employees share the increase in medical costs.

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

<u>MEDICAL COVERAGE CHOSEN</u>	<u>BENEFIT CREDITS</u>
Waiver	\$2375.00
Employee only	\$6538.00
Employee and child/children	\$10,779.00
Employee and spouse	\$11,481.00
Employee and domestic partner	\$11,481.00
Employee and family	\$13,409.00

18.1.4. Death

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

18.1.4.1. Any unpaid compensation due to the employee.

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

18.1.4.3. Any pertinent benefits accrued to the employee as a result of participation in MCCC Employee Benefits Program (except as

expressly excluded, e.g. unused time accrued, or as expressly stated, e.g., life insurance).

18.2. SICK LEAVE PROVISIONS

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

18.2.1. Each twelve (12) month regular full-time employee will be allowed thirteen (13) working days (104 hours) sick leave per year accumulative indefinitely at the rate of one (1) day (8 hours) for each four (4) weeks of service. 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 (twenty {20} hours a week or more) will accumulate prorated sick leave benefits.

18.2.2 When actual sick leave taken by an employee exceeds the total of accrued sick leave and vacation hours on the books, the employee will be placed on unpaid leave. Paid sick leave may not exceed the amount accrued by an employee. Supervisors are authorized to approve vacation hours in lieu of sick hours when certification from a physician is received that clearly documents illness.

18.2.3 The Director of College Safety/Chief Security Officer, working through appropriate college personnel and appropriate Human Resources staff, may require an employee to provide medical certification to confirm illness and/or absences after three (3) consecutive days. Medical certification may be also required through the same channels for other unusual circumstances.

18.2.4. End-of-year reconciliation and reimbursement

18.2.4.1. At the end of the 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.

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

18.2.4.3 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.

18.2.4.4. Should an employee become disabled and upon the exhaustion of sick leave, Flexible Benefits credits provided by the District and selected by the employee will be paid by the District based upon the following schedule:

<u>Years of Service</u>	<u>Premium Payment</u>
Zero (0) to five (5)	Six (6) months

Five (5) to ten (10) Twelve (12) months
Over ten (10) Eighteen (18) months

18.2.4.5. Sick Leave - Family

Employee-accrued sick leave may be used when illness occurs in the family that requires the employee to be absent from work. Eligible family members are those family members listed under Bereavement Leave.

18.3 REIMBURSEMENT FOR UNUSED SICK LEAVE - RETIREMENT OR DEATH

18.3.1. 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.

18.3.2. The amount of the adjustment will be computed as follows: The daily earnings of the employee with ten (10) years or more of service will be multiplied by twenty-five percent (25%), not to exceed forty dollars (\$40.00) 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.

18.4. BEREAVEMENT LEAVE AND CATASTROPHIC ILLNESS/IMMINENT DEATH LEAVE

18.4.1. Bereavement Leave (not chargeable to any other kind of leave), may be used up to but not in excess of 5 working days (40 hours) due to the death of an employee's spouse/partner, father, mother, grandfather, grandmother, child (including those under employee's legal guardianship), foster child, brother, sister grandchild, stepchild, stepfather, stepmother, or spouse's father, mother, grandfather, grandmother, or in-laws in any one incident. (Bereavement is paid leave)

18.4.2. Catastrophic Illness and Imminent Death Leave may be used up to but not in excess of 5 working days (40 hours), due to the Catastrophic Illness/Imminent Death of an employee's spouse/partner or family member of the employee or employee's spouse as follows: father, mother, stepfather, stepmother, grandfather, grandmother, child (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)

18.4.3. The appropriate College President/Vice-Chancellor may, when circumstances warrant, grant Bereavement or Catastrophic Illness/Imminent Death Leave to any employee based upon the Catastrophic Illness/Imminent Death or death of a person other than those listed.

18.4.4. In addition, travel time outside the state, not to exceed five (5) days (40 hours) for Catastrophic Illness/Imminent Death and not to exceed 5 working days (40 hours) for bereavement in any one incident, may be charged against accrued sick leave.

18.5. PERSONAL TIME

18.5.1. Personal time, not to exceed 4 days (32 hours) per year (non cumulative), may be granted for an activity, which can be accomplished only on the workday involved. Examples may include assisting a relative in an emergency situation, an appointment with a professional, a funeral, etc. Personal time must be pre-approved. Personal time is not to be used routinely to come in late or leave early from work. Such absences will be charged to the employee's sick leave and are not to be substituted as vacation hours.

18.5.2 One additional day may be approved in advance by the appropriate College President/Vice-Chancellor or designee. Such absences will be charged to the employee's sick leave.

18.5.3. Additional accumulation of sick leave time will continue even during absence for illness so long as the employee remains in a paid status. Additional accrual of sick leave ceases when all accrued sick leave and vacation have been exhausted.

18.5.4. An employee who is ill and/or hospitalized will be charged sick leave only for absence from actual workdays assigned to the position held.

18.6. VACATION

18.6.1. Vacation accrual rates 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
After three (3) years.....	Fifteen (15) working days/year
After five (5) years.....	Seventeen (17) working days/year
After seven (7) years.....	Twenty (20) working days/year

18.6.2 An employee may bank seven (7) days per year of his/her accumulated vacation. The total number of days to be banked by an employee with up to nine (9) years of service credit (SYC) may not exceed sixty (60) days over and above his/her regular vacation benefit. The total number of days banked by an employee with ten (10) years of service credit (SYC) may not exceed sixty-two (62) days over and above his/her regular vacation benefits.

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

18.6.4. 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.

- 18.6.5.** The Director of College Safety/Chief Security Officer will approve vacation requests submitted by employees when submitted at least one (1) week prior to the requested time off. These scheduled vacations will be approved/disapproved contingent upon coverage determined at the time of request. Vacation accumulated during a calendar period may be taken in part any time during the year in which earned, provided no more days are taken than earned.
 - 18.6.5.1.** Vacation pay will be computed on base pay plus shift differentials when such differentials are part of the regularly scheduled shift.
- 18.6.6.** A regular employee employed on a twelve (12) month basis whose hours of work are less than eight (8) but four (4) or more a day will accumulate pro rata vacation time credits.
- 18.6.7.** 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.
- 18.6.8.** 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.
- 18.6.9.** Unused vacation time due an employee may be used at his/her option for sick leave purposes provided the employee's earned sick leave credits have been exhausted and approval has been granted by the appropriate Director of College Safety/Chief Security Officer/President/Vice Chancellor or designee.

18.7. HOLIDAYS

- 18.7.1.** The following designated days are recognized holidays by the District:
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day and the Friday after
 - Winter Recess
 - Martin Luther King Day
 - Presidents' Day
 - Spring Recess: two (2) days
 - Memorial Day
- 18.7.2.** To qualify for holiday pay, the employee must be in a paid status the day before and the day after the holiday.
- 18.7.3.** Holiday pay will be computed on the base pay plus shift differentials when such differentials are part of the regularly scheduled shift.
- 18.7.4.** Should one of the paid holidays occur during an employee's day off, the employee will be given (at the option of the District/College) the day off immediately preceding or immediately following the holiday.

- 18.7.5.** An employee who is on vacation when a holiday occurs will not be charged vacation for that day.
- 18.7.6.** During any period when ten (10) or more hour days are in effect, the holiday shall be equated to ten (10) or more hour days.
- 18.7.7.** When an employee is required to work on a Governing board approved holiday, he/she will be given the equivalent number of day(s) worked at time and one-half off or be paid at the rate of time and one-half for the holidays worked. This shall be in addition to straight time.

19. LEAVES OF ABSENCE

19.1 FAMILY AND MEDICAL LEAVE

Family and Medical Leave will be provided to regular full-time and regular part-time eligible employees not to exceed 12 weeks within a 12 month period for adoption or childbirth, to care for an ill child (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. Upon return from FMLA leave, an employee is entitled to be returned to the position the employee held when leave commenced or to an equivalent position. The District will continue to pay the flexible benefits for the insurance coverage selected by the employee during the Family and Medical Leave.

- 19.1.1.** For the duration of Family and Medical Leave, employees will not seek, nor be employed in outside employment during their hours of accountability. The Vice Chancellor for Human Resources may grant exceptions for extenuating circumstances for individuals adversely affected by these provisions.

19.2. MEDICAL LEAVE OF ABSENCE

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

19.3. LEAVE OF ABSENCE FOR PERSONAL REASONS

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

Absence for Personal Reasons, an employee is entitled to be returned to the position the employee held when leave commenced. Failure to return from an approved personal leave will result in automatic termination.

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

19.4. INSURANCE COVERAGE DURING LEAVES

19.4.1. Insurance Coverage during a Medical Leave of Absence

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

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

*includes FMLA

19.4.2. Insurance Coverage during a Leave of Absence for Personal Reasons

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

19.5. DISABILITY BENEFITS PROGRAM

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

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

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

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

20. RESIGNATION

20.1. With voluntary/involuntary termination, an employee waives all rights that he/she has held as an employee and shall be treated as a new employee should he/she return to the District.

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

21. DURATION

This policy will become effective on July 1, 2009, and will continue in effect through June 30, 2010. The provision(s) of this policy manual will not be extended orally; and it is expressly understood that it will expire on the date indicated unless the parties, through mutual consent, agree to extend the termination date.

22. GLOSSARY - DEFINITION OF TERMS

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

- 22.1. **Designee** – An individual who has the authority to act on behalf of the position referenced in the policy manual.
- 22.2. **Base Pay** – The dollar amount appropriate for the employee's current grade and step as defined on the approved salary schedule printed in the current employee policy manual.
- 22.3. **District** - The total central administrative and support body.
- 22.4. **Location** - Shall indicate campus, freestanding centers, District headquarters, etc.
- 22.5. **Department** - Shall be construed to mean the District level operations for all persons covered by this manual - College Safety.
- 22.6. **Section** - Section shall be construed to denote that group of College Safety employees under the direct supervision of the Director of College Safety/Chief Security Officer.
- 22.7. **Classification** - Shall be construed as the job title for any employee such as College Safety Officer, etc.
- 22.8. **Differential** - A premium rate paid for work performed outside of normal working conditions and/or working hours.
- 22.9. **Agent(s)** - A person serving as a manager who has been delegated the authority by the Governing Board to recommend its initiatives.
- 22.10. **Red-lined or Y-Rated** - An employee who receives a salary that is higher than the top step of the grade/classification.
- 22.11. **Certified Personnel** - Indicates a classification which requires an APOST certification as a requirement of the position; e.g., Certified College Safety Officer.
- 22.12. **Working Day** – Any day the College/District Office is open for regular business.

APPENDIX A

STAFF DEVELOPMENT

A.1. Philosophy

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

potential, competition for recognition, and education are all important factors in equipping the employee to assume greater responsibilities.

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

A.2. Funding

Thirty-six thousand, six hundred and seventy-five dollars (\$36,675) shall be allocated for 2008-2009.

A.3. Eligibility

Employees are eligible to participate in tuition-assistance program provided:

- A.3.1.** The employee must be employed in the District for one (1) full year prior to the starting date of the semester or program.
- A.3.2.** The employee must have an Associate of Arts Degree or equivalent hours (not required for job-related seminars, workshops, or other activities).
- A.3.3.** The course must be job-related or required as part of the degree program, provided that the individual career development program has been filed with the Manager Employee & Organizational Learning or designee.
- A.3.4.** A final grade of "C" or better must be received for all grades or courses.
- A.3.5.** Because of limited resources, the employee cannot receive tuition benefits, scholarship aid, VA benefits, or other financial aid for the courses, job-related seminars, workshops, or other activated as designated on the staff development applications during the term of the enrollment/attendance. This excludes any type of aid that needs to be repaid (i.e. loans.)

A.4. Applications

- A.4.1.** Application Forms: Tuition/Registration Reimbursement application forms are available in the Director's/Chief's Office. Applications must be submitted to the Manager Employee & Organizational Learning or designee. When received, applications will be reviewed for minimal qualifications by the Staff Development Committee. Meetings will be scheduled monthly, or at the discretion of the chairperson. All applications must be reviewed by the committee to determine the qualifications of the applicant. All applications must include information requested by the committee.
- A.4.2.** Tuition/Registration Reimbursement Application Deadlines
Fall Semester—First Monday in October
Spring Semester—First Monday in March
Summer Schedule will be approved on an individual basis.

A.5. Application Procedure

- A.5.1.** The application must be submitted through the Manager Employee & Organizational Learning or designee.
- A.5.2.** Upon receipt of the application, the date and time will be recorded by the Manager Employee & Organizational Learning or designee.
- A.5.3.** The Manager Employee & Organizational Learning or designee will validate transcripts and degrees or equivalent.

- A.5.4.** The Staff Development Committee will meet to consider applications.
- A.5.5.** To receive Staff Development Committee consideration for seminars, workshops, and conferences, the deadline applications is three (3) weeks prior to the activity.
- A.5.6.** The Staff Development Committee chairperson will notify the applicant as to approval or disapproval within five (5) working days of committee action.
- A.5.7.** The applicants may appeal directly to the Staff Development Committee.
- A.5.8.** The decision of the Staff Development Committee will be final.

A.6. Reimbursement

A.6.1. Reimbursement Amounts

- A.6.1.1.** Transcripts must be submitted to the office of Employee and Organizational Learning (EOLT) for presentation to the committee for evaluation. The transcripts will then be forwarded to human resources for inclusion in the employee's personnel file.
- A.6.1.2.** The office of Employee and Organizational Learning (EOLT) will reimburse one hundred percent (100%) of the semester tuition for approved course(s), books, and lab fees up to, but not to exceed two thousand (\$2000) dollars. No reimbursement will be made for school supplies.
- A.6.1.3.** The Committee will reimburse one hundred percent (100%) of registration/travel/book fees/costs up to two thousand dollars (\$2000) for approved applications to job-related seminars, workshops, or other activities.

A.7. Staff Development Committee

- A.7.1.** The Staff Development Committee will be composed of three (3) College Safety employees elected by those employees covered by Policies: College Safety, District Employee Services, and a representative of the Employee and Organizational Learning Team (EOLT).
- A.7.2.** Elections shall take place in the spring, and the elected employees shall serve a three (3) year term commencing July 1 and ending June 30. In the event an elected employee is not able to complete his/her term of service, the vacancy shall be filled by an appointment decided by the Executive Committee. All members appointed to the Staff Development Committee including the representative of the Employee and Organizational Learning Team (EOLT), will be voting members of the Committee.