



# **Maintenance and Operations Policies**

**(Effective July 1, 2009)**

Published by the Maricopa County  
Community College District,  
Employee Relations  
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. Employee/Employer Rights and Responsibilities .....                  | 1    |
| 2. Policy Interpretation.....   | 1    |
| 3. Collaborative Policy Development Process.....                        | 2    |
| 4. Employment .....   | 3    |
| Posting of Employment Vacancies .....                                   | 3    |
| Selection .....   | 4    |
| Salary Administration .....   | 4    |
| 5. Categories of Employees .....  | 6    |
| 6. Probation Period .....   | 7    |
| 7. Lateral Transfers.....   | 7    |
| 8. Employment Mobility .....  | 8    |
| Administrative Reassignment .....                                       | 8    |
| Temporary Administrative Assignment.....                                | 9    |
| Crafts Apprenticeship Training Program.....                             | 9    |
| Seniority.....  | 10   |
| Promotion.....  | 10   |
| 9. Standard Workday and Workweek/Pay Differential.....                  | 10   |
| 10. Overtime .....  | 11   |
| 11. Custodian II and Groundskeeper II .....                             | 12   |
| 12. Uniforms .....  | 13   |
| 13. Transportation .....  | 13   |
| 14. Employee’s Performance Appraisals.....                              | 13   |
| 15. Corrective Action Procedure.....                                    | 14   |
| 16. Resolution of Controversy.....                                      | 17   |
| Informal Resolution of Non-Policy Issues .....                          | 17   |
| Formal Resolution of Non-Policy Issues .....                            | 17   |
| Resolution for Policy-Related Issues .....                              | 18   |
| Miscellaneous .....   | 20   |
| 17. Observance of Safety .....  | 20   |
| 18. Employee Benefits .....   | 20   |
| Flexible Benefits Program .....   | 20   |
| Sick Leave Provisions .....   | 21   |
| Reimbursement for Unused Sick Leave—Retirement or Death in Service..... | 22   |
| Bereavement Leave and Catastrophic Illness/Imminent Death Leave .....   | 23   |
| Personal Time.....  | 23   |
| Vacation .....  | 23   |
| Holidays. ....  | 24   |
| 19. Leaves of Absence. ....   | 25   |
| 20. Resignation .....   | 27   |
| 21. Duration .....  | 27   |
| 22. Glossary .....  | 27   |

APPENDIX A

STAFF DEVELOPMENT POLICY FOR MAINTENANCE AND OPERATIONS EMPLOYEES

A.1. Philosophy ..... 28  
A.2. Funding ..... 28  
A.3. Eligibility ..... 28  
A.4. Applications ..... 29  
A.5. Application Procedure ..... 29  
A.6. Reimbursement ..... 30  
A.7. Staff Development Committee ..... 30

APPENDIX B

PAID EDUCATIONAL LEAVE

B.1. Philosophy ..... 30  
B.2. Committee ..... 31  
B.3. Eligibility ..... 31  
B.4. Application Requirements ..... 31  
B.5. Compensation, Restrictions, and Return to Work ..... 32  
B.6. Funding ..... 32

## **1. EMPLOYEE/EMPLOYER RIGHTS AND RESPONSIBILITIES**

- 1.1.** It is the intent of the Maricopa Community Colleges to maintain staffing at the optimum level consistent with sound, economical operation of the District. This will be accomplished through selective recruitment, developmental programs, proper placement according to abilities, transfer, and promotion.
- 1.2.** Employee representatives will be allowed reasonable release time to sufficiently assist employees in meetings with management, e.g., Level I pre-grievances. These recognized representatives will be allowed, with notification to the appropriate supervisor, to visit with other Maintenance and Operations staff.
- 1.3.** Maintenance and Operations groups may use College and District building facilities for meetings provided that such use does not interfere with or interrupt normal operations and subject to agreement by the appropriate College or District official as to the reasonableness of time and location selected.
- 1.4.** M&O representatives may use College/District equipment for Collaborative Policy Development meetings/College/District meetings at reasonable times provided such equipment is not otherwise in use. The types of equipment covered by this section include typewriters, word processors, computers, copy machines, and other duplicating equipment, etc. The College/District will provide supplies for same at its expense.
- 1.5.** Elected campus and District Collaborative Policy Development representatives may, from time to time, request meetings with the Senior Manager for Employee Relations or the Vice Chancellor for Human Resources or designee to discuss contract interpretation and related matters. These meetings will take place during normal business hours and shall be approved by the Employee Services Department representative or the Vice Chancellor for Human Resources or designee.
- 1.6.** At the request of the President of the college, up to Ten Thousand Dollars (\$10,000) will be made available to backfill for the chair of M&O for their time away from his/her position at said campus.

## **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 will submit the item to the Governing Board for action.
- 2.2.** Contested interpretation of existing policy (excluding individual grievances against violations of this policy manual) or situations which develop requiring new policy may be brought to the Vice Chancellor for Human Resources by the Executive Board of the employee group. The parties shall attempt to resolve the issue through Collaborative Policy Development. If unable to reach agreement, the parties will submit recommendations first to the Vice Chancellor for Human Resources. If no agreement is reached at this level, the matter shall be forwarded to the Chancellor for consideration. The Chancellor shall review and submit recommendations to the Governing Board for action within thirty (30) workdays of receipt, unless an extension is mutually agreed to by the M & O President.

### **3. COLLABORATIVE POLICY DEVELOPMENT PROCESS**

#### **3.1. SELECTION OF REPRESENTATIVES**

**3.1.1.** The President of the Maintenance and Operations Employee Group shall direct an election during the month of September. The purpose of this election shall be to guarantee College and District Maintenance and Operations employees the opportunity to elect representatives. Those delegates shall consist of one (1) representative and one (1) alternate from custodians, and one (1) representative and one (1) alternate from grounds at each college. (Utility Workers, Maintenance Assistants, and Building Maintenance Technicians are eligible to serve as representatives.) Leads may not serve as representatives.

**3.1.2.** These representatives will be elected to meet with District officials in the Collaborative Policy Development process regarding matters related to employment.

Representatives shall serve for three (3) years, and this term shall start from dates of election certification as determined by the President of the college, the Director of Buildings/Grounds or Facilities Manager, and the Maintenance and Operations representative. (The last election was held during September 2001.) A new election will be held after each representative's vacancy or time of service has expired.

**3.1.3.** From these representatives, a District wide President shall be elected by a majority vote of the representatives attending the first meeting after elections.

#### **3.2. MEETING DATES**

**3.2.1.** The Vice Chancellor for Human Resources or designee shall meet with the Maintenance and Operations representatives to arrange a series of Collaborative Policy Development meeting dates to exchange and discuss proposals. Representatives from M&O and the Vice Chancellor for Human Resources, or designee, will meet every 3 yrs. (yearly if needed - Unless due to mandatory changes determined by the Vice Chancellor for Human Resources) for a comprehensive review and update of the M&O Policy Manual. In the interest of all concerned, either party reserves the right to meet on a needs basis prior to the bi-annual meeting.

**3.2.2.** M & O representatives may meet during hours of accountability to participate in general discussions pertinent to the M & O Employee Group. These meetings will be called at the discretion of the M & O President, but will generally be held on the third Monday of each month.

#### **3.3. DISTRIBUTION OF MATERIAL**

**3.3.1.** The elected representatives of the Collaborative Policy Development team will have the right to place appropriately identified notices, circulars, and materials related to the collaborative policy development process on designated district bulletin boards. All material(s) will be signed by the individual and will have a removal date not to exceed three (3) weeks from the date of posting. The representative posting the material assumes full responsibility for its accuracy.

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

**3.4.** Employees covered under this policy shall not cause, honor, engage in, or sanction any strike, slow-down, or other concerted action aimed at disrupting normal business operations during

the life of the agreement. All other employee group activities acceptable in the public sector shall be protected, and nothing shall abridge the rights of any employee(s) to exercise the right of freedom of speech and the right to express his/her views on issues which affect the welfare of the employee(s).

#### **4. EMPLOYMENT**

##### **4.1. 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.

##### **4.2. Following are the steps to be followed in posting of job openings:**

**4.2.1.** When a vacancy occurs, the Employee Services Department will advertise the opening for a minimum of five (5) consecutive working days internally before advertising externally for a minimum of five (5) consecutive working days. See section 7.2

**4.2.1.1.** Vacant budgeted positions will be filled only through posting, administrative reassignment or transfer.

**4.2.2.** Information appearing on the advertisement bulletin shall contain the following:

**4.2.2.1.** Department

**4.2.2.2.** Position title

**4.2.2.3.** Annual salary, Step 1

**4.2.2.4.** Supervisor

**4.2.2.5.** Position Site

**4.2.2.6.** Closing date

**4.2.2.7.** Work calendar

**4.2.2.8.** Shift work: state duty hours

**4.2.3.** Job opportunities are communicated internally and are posted on the MCCCDCD web page.

**4.2.4.** An employee wishing to apply for a vacant position shall be governed by the following procedure:

**4.2.4.1.** The employee will complete an application for each position.

**4.2.4.2.** Employees applying for vacant positions will apply through Employee Services.

**4.2.5.** Before a job opening has been filled, the District may accept applicants from outside the District.

**4.2.6.** Unsuccessful applicants for the position will be notified by Employee Services after selection has been made.

**4.2.7.** In no case will an applicant be hired prior to the announced closing date on the bulletin.

**4.2.8.** The posting of employment vacancy provisions will be waived for those individuals successfully completing the Crafts Apprenticeship Training Program.

**4.3. SELECTION**

All Maintenance and Operations employees shall be employed or terminated by the Governing Board as administered within the following operational rules.

**4.3.1.** Final selection of the applicants shall be accomplished jointly by the Facilities Manager/Director Buildings and Grounds and the concerned College President or designee, if the position(s) is assigned to a college. The Facilities Manager/Director Buildings and Grounds may involve his/her Lead in the selection process. Otherwise, selection shall be the responsibility of the appropriate District manager.

**4.3.2.** Recommendation(s) for employment shall be made by the College President or appropriate District Director for Employment and Recruitment. Employee Services, through the Vice Chancellor for Human Resources or designee, shall recommend approval by the Governing Board. District benefits for employees shall begin on the effective date of hire (Governing Board action).

**4.3.3.** A regular employee who applies for and accepts a position at a lower grade shall have his/her salary adjusted to the appropriate grade and step of the new position upon the effective date of the new assignment.

**4.4. SALARY ADMINISTRATION**

**4.4.1 PLACEMENT**

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

**4.4.1.2.** Credit for formal education will be allowed at the rate of one (1) Step for the completion of sixty (60) semester hours or more from a regionally accredited institution of higher education.

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

| <b>Group</b> | <b>Titles</b>  |
|--------------|--|
| 10           | Coordinator Grounds Maintenance  |
| 9            | Building Maintenance Technician  |
| 8            | Lead Custodian II<br>Lead Groundskeeper<br>Lead Utility Worker<br>Master Gardner |
| 7            | Groundskeeper II<br>Lead Custodian I<br>Utility Worker                           |
| 6            | Groundskeeper I  |
| 5            | Custodian II   |

- 4 Custodian I  
Utility Assistant
- 3 Maintenance Assistant

**4.4.3.** See <http://www.dist.maricopa.edu/hrweb/wagesal/sal2010/index.htm> for the 12 month and hourly salary schedules for 2009-2010 or call District Employee Relations for a hard copy.

**4.4.4 Salary Schedule**

**Maintenance and Operations Salary Schedule  
2009-2010 Effective 7/1/2009**

**12 month**

| Grade    | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Grade 3  | \$21,367 | \$22,624 | \$23,881 | \$25,138 | \$26,395 | \$27,652 | \$28,909 | \$30,166 | \$31,423 |
| Grade 4  | \$22,843 | \$24,187 | \$25,530 | \$26,874 | \$28,218 | \$29,561 | \$30,905 | \$32,249 | \$33,593 |
| Grade 5  | \$23,805 | \$25,205 | \$26,606 | \$28,006 | \$29,406 | \$30,807 | \$32,207 | \$33,607 | \$35,008 |
| Grade 6  | \$25,627 | \$27,134 | \$28,642 | \$30,149 | \$31,656 | \$33,164 | \$34,671 | \$36,179 | \$37,686 |
| Grade 7  | \$27,829 | \$29,466 | \$31,103 | \$32,740 | \$34,377 | \$36,014 | \$37,651 | \$39,288 | \$40,925 |
| Grade 8  | \$30,320 | \$32,104 | \$33,887 | \$35,671 | \$37,455 | \$39,238 | \$41,022 | \$42,805 | \$44,589 |
| Grade 9  | \$33,193 | \$35,145 | \$37,098 | \$39,050 | \$41,003 | \$42,955 | \$44,908 | \$46,860 | \$48,813 |
| Grade 10 | \$36,450 | \$38,594 | \$40,738 | \$42,882 | \$45,026 | \$47,170 | \$49,314 | \$51,458 | \$53,603 |

**HOURLY**

| Grade    | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Grade 3  | \$10.23 | \$10.84 | \$11.44 | \$12.04 | \$12.64 | \$13.24 | \$13.85 | \$14.45 | \$15.05 |
| Grade 4  | \$10.94 | \$11.58 | \$12.23 | \$12.87 | \$13.51 | \$14.16 | \$14.80 | \$15.44 | \$16.09 |
| Grade 5  | \$11.40 | \$12.07 | \$12.74 | \$13.41 | \$14.08 | \$14.75 | \$15.42 | \$16.10 | \$16.77 |
| Grade 6  | \$12.27 | \$13.00 | \$13.72 | \$14.44 | \$15.16 | \$15.88 | \$16.61 | \$17.33 | \$18.05 |
| Grade 7  | \$13.33 | \$14.11 | \$14.90 | \$15.68 | \$16.46 | \$17.25 | \$18.03 | \$18.82 | \$19.60 |
| Grade 8  | \$14.52 | \$15.38 | \$16.23 | \$17.08 | \$17.94 | \$18.79 | \$19.65 | \$20.50 | \$21.35 |
| Grade 9  | \$15.90 | \$16.83 | \$17.77 | \$18.70 | \$19.64 | \$20.57 | \$21.51 | \$22.44 | \$23.38 |
| Grade 10 | \$17.46 | \$18.48 | \$19.51 | \$20.54 | \$21.56 | \$22.59 | \$23.62 | \$24.64 | \$25.67 |

**4.5 TEN (10) YEAR ANNIVERSARY / TWENTY (20) YEAR ANNIVERSARY**

**4.5.1.** 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.

**4.5.2.** Effective July 1, 1995, an employee who is at the top of his/her grade or is redlined, will receive a five hundred dollar (\$500) payment on the payroll immediately following his/her ten (10) year anniversary month. No payment will be made to an employee who has previously received credit for a ten (10) year anniversary increment.

**4.5.3.** 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.

- 4.5.4.** 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.

**4.6. EDUCATIONAL COMPENSATION**

- 4.6.1.** An employee completing formal education (sixty [60] semester hours or more or a bachelors degree) will be granted a one (1) step increase in his/her salary range upon receipt of satisfactory evidence by the Employee Organization Learning Team (EOLT), providing that employee is not at the top of his/her grade on the salary schedule. Such step increase will be effective in the pay period following submission to, and verification of evidence by, the Employee Relations Department.

- 4.6.2.** Effective July 1, 1995, an employee who is at the top of his/her grade or is redlined, will receive a five hundred dollar (\$500) payment upon completing formal education (sixty [60] semester hours or more or a bachelors degree). No payment will be made to an employee who has previously received credit for completion of formal education.

- 4.6.3.** Effective July 1, 2000, an employee who completes any of the following requirements will receive an additional two and one-half percent (2 1/2%) of his/her salary for that current year:

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

Employees who have sixty (60) credit hours, and have applied them under different sections of this policy manual, may not apply the same credit hours to this section (12.6.).

- 4.6.4.** To qualify for educational compensation under 4.6.3., all seminars and/or college coursework must be related to the employee's current job or be part of an approved career or professional education development plan currently on file with the professional growth committee. The M&O professional growth committee will determine job relatedness.

**5. CATEGORIES OF EMPLOYEES**

**5.1. REGULAR FULL-TIME EMPLOYEES**

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

**5.2. 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 as defined in the Benefits Manual.

### **5.3. TEMPORARY EMPLOYEES**

Temporary employees are employees occupying positions not provided for as budgeted positions and, in general, are employed for a period of time not to exceed thirty (30) working days. However, in special cases having prior approval of the vice president/administrative supervisor, temporary employment may be for a stipulated period of time exceeding thirty (30) working days. These employees, like substitute employees, do not accumulate employee benefits. However, temporary employment beyond ninety (90) working days will require the approval of the District Director for Employment and Recruitment, and such employees will be covered under the State Retirement program. Temporary employees are paid at the temporary rate as prescribed by the Wage and Salary office. Temporary assignments generally will not be longer than one year.

### **5.4. SUBSTITUTE EMPLOYEES**

**5.4.1.** Substitute employees are those employees occupying the positions of employees who, for various reasons, are not available for work. These employees are not eligible for employee benefits other than State Retirement if employed for a continuous period of time exceeding ninety (90) working days.

**5.4.2.** Substitute employees will be paid at the entry rate of pay

## **6. PROBATION PERIOD**

**6.1** An employee will serve a six (6) month probation period and may be subject to release or discharge by the employer at its sole discretion.

**6.2.** There shall be a written evaluation at the end of the third (3rd) and prior to the end of the sixth (6th) month period of employment.

**6.3** Upon the successful completion of a six (6) month probation period, as reflected on the sixth (6) month written evaluation, employees will receive one (1) step on the salary schedule.

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

## **7. LATERAL TRANSFERS**

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

**7.1.** A request for transfer form and a completed application form must be submitted to the Employee Services Department. Properly filed transfer request forms will be given consideration during the fiscal year filed. Transfer request forms will be kept on file for one (1) fiscal year. An employee must file a new transfer request and completed application each fiscal year. The Employee Services Department will process all transfer requests prior to advertising.

**7.2.** Once a posting request is received in the Employee Services department, the Employee Services staff must process all applicable transfer requests currently on file, before advertising the vacant position.

- 7.3.** The Employee Services Department shall notify the appropriate supervisor and make arrangements for the employee and the supervisor to discuss the transfer. Every attempt will be made to allow lateral transfers where the transfer mutually benefits the employee and the District. If the transfer is acceptable, the Employee Services Department shall notify the employee and his/her supervisor of the approval to transfer.
- 7.4** Unsuccessful lateral transfer applicants will be notified by the Employee Services Department. The applicant may then submit an application through the internal/external process.

## **8. EMPLOYMENT MOBILITY**

### **8.1. ADMINISTRATIVE REASSIGNMENT**

An administrative reassignment shall be employed under circumstances which will be documented by the District, for the following reasons:

- 8.1.1.** A change of enrollment or work load necessitating a reassignment.
- 8.1.2.** To improve the efficiency of the District.
- 8.1.3.** Significant personality conflicts.
- 8.1.4.** Reassignment, by the District, between colleges and departments, must be approved in writing by the appropriate College President/Vice Chancellor.
- 8.1.5.** Prior to the implementation of the reassignment, the president of the Maintenance and Operations Unit and the policy group will be notified by the Employee Services Department.
- 8.1.6.** Except in critical situations, the College President or Director Facilities, Planning and Development will notify an employee who is reassigned at least ten (10) working days prior to the beginning of the new assignment.
- 8.1.7.** Should the employee disagree with the reassignment, he/she may appeal to the Vice Chancellor for Human Resources for a final determination.

If a determination is made the reassignment is not in the best interest of the employee or the college/unit, the employee may be returned to his/her previous or equivalent position, if at all possible, within six (6) months.

- 8.1.8.** An employee may be reassigned to a position at a lower grade, the same grade, or a higher grade.
  - 8.1.8.1.** Involuntary reassignment of an M&O employee to a position at a lower grade will cause the employee to retain his/her former salary grade placement for the remainder of the fiscal year in which the reassignment is effective. Should the reassignment be approved after February 15, the employee shall retain his/her former grade (salary) through the subsequent fiscal year.
- 8.1.9.** If the reassignment is to a higher grade, the employee's salary will be at the same step at the higher grade. Redlined employees who are assigned from a lower grade to a higher grade, will be placed on the top published step of the higher grade. If the top step of the higher grade is less than the employee's redlined dollar amount at the lower grade, the employee's salary will be retained. Any change to salary will be effective the first day of the assignment. Accumulated sick leave, vacation credits, and all benefits to which the employee is entitled, including any changes in same, will take effect as of the date of the reassignment.

- 8.1.10.** An employee who requests and is granted reassignment to a position at a lower grade shall have his/her salary adjusted to the appropriate grade and step of the lower grade position upon the effective date of the reassignment.
- 8.1.11.** If the reassignment is to a lower grade in lieu of layoff, the employee's salary will remain in effect until the lower step reflects a higher grade value than the current salary in the new grade notwithstanding across-the-board salary increases or step advances.

**8.2. TEMPORARY ADMINISTRATIVE ASSIGNMENT**

- 8.2.1.** Any employee who temporarily fills and assumes responsibility of a classification with a higher rate of pay than his/her normal classification shall be paid the higher rate. An employee temporarily assigned to work other than his/her regular classification shall not be reduced in pay if such temporary assigned classification carries a lower hourly rate. It is further understood that during summer months—June, July, and August—the custodians will continue, as they have in the past, to work as a composite crew helping to do maintenance work at the regular custodian salary. Composite crews will be drawn first by soliciting volunteers and then by management assignment.
- 8.2.2.** Any employee who temporarily fills and assumes the responsibility of the Facilities Manager/Director Buildings and Grounds shall be paid at the grade of the position he/she is assuming and at a step in the new grade which represents no less than a ten (10) percent increase, but at least at step 1, above his/her appropriate hourly rate beginning the first (1<sup>st</sup>) working day.
- 8.2.3.** If the position of Lead Custodian or Lead Groundskeeper is vacant, the Custodian II or Groundskeeper II or Custodian I or Groundskeeper I who temporarily replaces the Lead shall be paid at the grade of the position he/she is assuming and at a step in the new grade which represents no less than a ten (10) percent increase, but at least at step 1, above his/her appropriate hourly rate beginning the first (1<sup>st</sup>) working day.
- 8.2.4.** Those employees working as a composite paint crew will be provided paint coveralls at College expense.

**8.3. CRAFTS APPRENTICESHIP TRAINING PROGRAM**

- 8.3.1.** The parties agree to continue for 2008–2010 the Crafts Apprenticeship Training Committee, which will be advisory to the Vice Chancellor for Human Resources.
- 8.3.2.** The Committee will be composed of the Director for Employee Organizational Development or designee; an Employee Services representative; Director for Facilities Planning; one (1) Facilities Manager/Director Buildings and Grounds; two (2) M&O employees; and two (2) Crafts employees. (A representative of the apprentices in the program will be asked to attend meetings of this committee on an as-needed basis.)
- 8.3.3.** The Committee reports will be filed with the committee coordinator.
- 8.3.4.** Commencing July 1995, the Crafts Apprenticeship Training Committee will prepare, for Governing Board presentation, a needs assessment identifying future staffing requirements associated with the program. The needs assessment will be presented to the Governing Board by September 1995. The Crafts Apprenticeship Training Committee will be notified by December 1995 regarding the funding level of the program. Funding is continued for the Crafts Apprenticeship Training Program for the fiscal years 1998-2010.

#### **8.4 SENIORITY**

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

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

#### **8.5. PROMOTION**

- 8.5.1.** When promotions are made to higher classifications of work, such promotions shall be made on the basis of qualifications and seniority. An employee promoted will be placed on the higher grade at his/her step on the salary schedule. A redlined employee who is promoted will be placed on the top published step of the higher grade. If the top step of the higher grade is less than the employee's redlined dollar amount at the lower grade, the employee's salary will be retained. In the event of equal qualifications, seniority will be the determining factor.
- 8.5.2.** If an employee is promoted, he/she will serve a forty-five (45) working day probationary period at the higher classification. Should the employee not successfully complete the probationary period, he/she will be allowed to return to his/her former classification without loss of seniority.
- 8.5.3.** Requests for shift change will be done by locations and not Districtwide.
- 8.5.4.** The District reserves the right to reassign employees. Should the employee disagree with the reassignment, he/she may appeal to the Vice Chancellor for Human Resources for a final determination.
- 8.5.5.** An employee who transfers through the posting process will be placed at the same step at the higher grade.

### **9. STANDARD WORKDAY AND WORKWEEK/PAY DIFFERENTIAL**

- 9.1.** The standard workday shall not be more than eight (8) hours (with provision for lunch period of not more than one [1] hour not included as a work period) in any twenty-four (24) hour period and whose starting time for the first shift shall be 3:00 a.m. to 9:59 a.m., second shift 10:00 a.m. to 5:59 p.m., and third shift 6:00 p.m. to 2:59 a.m.
  - 9.1.1.** During the summer and holiday periods, starting time may be changed with no change of pay. A two-week notice is required for change of start time.
  - 9.1.2.** The Colleges may, at their option and with the approval of the College President and the District Director for Employment and Recruitment, assign Maintenance and Operations personnel to a four (4), ten (10) hour day, workweek. Those employees on a four (4) day workweek will be charged one and one-quarter (1.25) days for sickness and vacation.
- 9.2.** The standard work week shall be a total of not more than forty (40) hours in any one (1) week and not more than five (5) days, Monday through Friday, Tuesday through Saturday, or Sunday through Thursday, as dictated by operational requirements. Summer alternative work schedules will supersede the above requirements.

### **9.3 PAY DIFFERENTIAL**

- 9.3.1.** Forty-five cents (\$.45) an hour, in addition to the employee's regular base rate of pay, shall be paid for work performed on the second shift. Second shift begins between 10:00 a.m. and 5:59 p.m.
- 9.3.2.** Fifty cents (\$.50) an hour, in addition to the employee's regular base rate of pay, shall be paid for work performed on the third shift. Third shift begins between 6:00 p.m. and 2:59 a.m.
- 9.3.3.** Forty cents (\$.40) an hour, in addition to the employee's base rate of pay, shall be paid for work performed on Saturday or Sunday.
- 9.3.4.** An employee will be paid shift differential for the entire shift, if the employee begins work anytime between the shift hours as stated in either 9.1.
- 9.3.5.** An employee will be paid a Saturday/Sunday differential, for any hours worked on Saturday/Sunday between 12:00 a.m. Saturday and 11:59 p.m. Sunday, in addition to a second or third shift differential if they qualify as outlined in 9.3.1 or 9.3.2.

### **9.4. MEAL PERIOD**

In the event an employee is not relieved of all duties during his/her meal period, he/she shall be paid overtime at the applicable overtime rate. This shall be construed to mean that an employee is entitled to a meal period which must be between three and one-half (3 1/2) and five (5) hours after the starting time of the shift, at the option of the District. Justification for this type extra duty must be submitted to the District Director for Employment and Recruitment by the employee's supervisor, in writing, and must be held to an emergency situation.

### **9.5. REST PERIOD**

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

## **10. OVERTIME**

- 10.1.** Overtime earned shall be paid: (a) at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay, or (b) one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. The decision as to whether reimbursement should be through premium pay or compensatory time will be discussed between the supervisor/administrator and employee and will be agreed upon prior to the employee working overtime.
- 10.2.** Overtime pay will be received in the warrant at the end of the pay period following the pay period in which the work was accomplished.
- 10.3.** In the event of overtime, assignments when possible will be distributed equally among the classifications.
- 10.4.** Employees must be permitted to use accrued compensatory time within a three (3) month period of time of when the employee earned the time. If three (3) months have passed and the supervisor has not granted compensatory time off, then the premium pay will be awarded.
- 10.5.** An employee called back to work between closing time of his/her regular shift and the starting time of his/her next regular work shift will be paid a minimum of three (3) hours work at the applicable overtime rate. This is not dependent on the time required to fulfill call-back assignment.

- 10.6.** An employee who is called at home, and performs work between the closing time of his/her regular shift, and the starting time of his/her next regular work shift, will be paid a minimum of 1 ½ hours at the employee's overtime/compensatory rate or the number of actual hours worked, whichever is greater.
- 10.7.** An employee who is required to perform work duties from home at times outside his/her regularly scheduled workday, will be paid a minimum of 1 ½ hours of overtime pay
- 10.8.** 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.)
- 10.9.** If an employee has agreed with their supervisor to wear a pager and/or carry a cellular phone at times other than his/her normal work hours, he/she shall be paid ten percent (10%) of his/her hourly pay for each hour he/she is required to be available for immediate response.
  - 10.9.1.1.** The cost of pager or cellular phones shall be borne by the District or the college unit.
- 10.10.** The District will comply with appropriate sections of the Fair Labor Standards Act and the statutes of the state of Arizona in reference to hours of work and payment for such hours.

**11. CUSTODIAN II AND GROUNDSKEEPER II**

- 11.1** There shall be a Custodian II for any given number of custodians regularly and temporarily employed and working the same shift. There shall be a Groundskeeper II for any given number of groundskeepers regularly and temporarily employed and working the same shift. In no instance shall there be more than ten (10) custodians without a Custodian II or ten (10) groundskeepers without a Groundskeeper II. The Custodian II or Groundskeeper II shall be determined by District selection processes, and this position shall be one of the staffing needs required by college. The selected person does not lose his/her former classification.
- 11.2** In the event a Groundskeeper II, Custodian II, Lead Custodian, or Lead Groundskeeper steps down from that position and the College has a full complement of employees in the area affected, the position will be filled through the normal employment process [posting internal only District wide].) In the event a replacement is selected from another College, the employee who "steps down" will be offered the opportunity to fill that vacant slot. If the employee who "stepped down" declines the vacant position, the least senior person may be assigned to the vacancy. (In the event the classes are not the same, the Senior Manager for Employee Relations will work with the employee for proper placement into a position.)
- 11.3. LEAD (CUSTODIAL AND GROUNDS)**  
 There shall be a Lead when the number of custodians or groundskeepers regularly and temporarily employed on the same shift or team/crew reach a level where appropriate supervision is required. In no instance shall there be more than eight (8) custodians or groundskeepers without a Lead. The Lead shall obtain this position through the normal employment process. Such a person does not lose his/her former classification. Only board-approved employees can serve in Lead or supervisory positions.
- 11.4. STAFFING ALLOCATIONS**  
 When staffing allocations drop below minimum (as defined by this agreement), persons serving as Custodian II, Groundskeeper II, or Lead will continue to perform all required duties and will continue to receive current pay.

## **12. UNIFORMS**

- 12.1.** The uniform for custodial and maintenance attendant personnel will be solid color suntan shirts and trousers, shorts, or a one-piece outfit as deemed appropriate by the President or designee, Facilities Manager/Director of Building and Grounds and the M&O president. The shirt will be made with a collar and sleeve (short or long).
- 12.2.** The uniform for groundskeepers, utility workers, maintenance utility workers, and building maintenance technicians will be blue denim trousers and blue chambray shirts, shorts as deemed appropriate by the President or designee, Facilities Manager/Director of Building and Grounds and the M&O president, or a one-piece blue denim or chambray outfit. The shirt will be made with a collar and sleeve (short or long).
- 12.3.** All uniforms will be clean, neat, and in a well-maintained condition for each shift assigned.
- 12.4.** All employees will wear appropriate identification as provided by the District or College. Replacement of identification patches will be the obligation of the employee following the second loss.
- 12.5. UNIFORM ALLOWANCE**
  - 12.5.1.** All board approved maintenance and operations personnel who are required to wear a uniform will receive a uniform allowance of six hundred and four dollars (\$604) per fiscal year. Eligible maintenance and operations personnel will receive three hundred and two dollars (\$302) twice annually on the second (2nd) payroll check in the months of December and June.
  - 12.5.2.** Employees not working a full six (6) month period will receive a prorated amount.
- 12.6.** The college and/or District will provide paint coveralls or shirt and pants to the custodian composite painting crews which are appropriate to the specified task.
- 12.7.** If an employee fails to abide by the uniform provisions of this agreement, the Facilities Manager/Director Buildings and Grounds will give the employee a written warning. On the second incident, the employee will be sent home without pay until a compliance of uniform standard is met. Employee cannot use sick, leave, compensatory, or vacation pay to make up this time.

## **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 will attempt to furnish transportation. In a situation where it is not possible, paragraph 13.2. of this section will apply.
- 13.2.** An employee may be required to furnish transportation. Mileage in such cases will be paid at the District-approved rate.
- 13.3.** Under no circumstances will an employee travel in any private vehicle, on college or district business, unless said vehicle has the required liability insurance as required by the District (\$15,000–\$30,000).

## **14. EMPLOYEE'S PERFORMANCE APPRAISALS**

### **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 immediate supervisor shall review the appraisal form with (and obtain the endorsement signature of) the next higher level of supervision prior to the discussion with the employee being appraised.
- 14.3.** A performance appraisal will be given, each year during the months of March through June, by the director, with the participation of the Lead Custodian or Lead Groundskeeper. If necessary, performance appraisals outside of the established schedule may be requested by the employee or his/her supervisor. Appraisals required during probationary periods are in addition to the above.
- 14.4.** Employee and Facilities Manager/Director Buildings and Grounds signatures are required on appraisal forms to acknowledge that discussions were held. Such signatures by employees are not to be construed as agreement with the appraisal. Employees are entitled to attach written rebuttal and/or explanatory or agreement statements to appraisal documents. No alterations or additions will be made to appraisal documents once they have been signed by employees and supervisors. The employee will receive a copy of the appraisal for his/her personal file. The employee may, during normal working hours, review his/her appraisal documents in the Employee Services Department.
- 14.5. ADMINISTRATIVE REVIEW**
  - 14.5.1.** An administrative review procedure is available to any employee who feels he/she has a rightful complaint regarding his/her performance appraisal. Should an employee have such a complaint, he/she should address his/her concerns, in writing (within thirty [30] days of the performance appraisal discussion with the Facilities Manager/Director Buildings and Grounds), to the Senior Manager for Employee Relations. The College President, or designee, will meet with the employee to hear his/her concerns. The College President or designee, in consultation with the employee, may talk with other persons with whom the employee has a normal point of contact.
  - 14.5.2.** Prior to making any recommendations, the College President or designee, within ten (10) days, will discuss those recommendations with the Senior Manager for Employee Relations.
  - 14.5.3.** The College President or designee will provide a written report of the findings to the employee, the College President, the Senior Manager for Employee Relations, and the Facilities Manager/Director Buildings and Grounds.

## **15. CORRECTIVE ACTION PROCEDURE**

The employee's personnel file, located in the District Records and Information Center, 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 procedure will be the supervisor's guide.

### **15.1. INITIAL CORRECTIVE DISCUSSION**

- 15.1.1.** The Facilities Manager/Director Buildings and Grounds will hold a private discussion with the employee. The objective is to assist the employee by pointing out the necessary corrective action required to bring the employee's conduct and/or performance to reasonably acceptable standards. The employee/supervisor may

be accompanied by a representative of his/her choice and either may request a representative from the Employee Relations staff as a facilitator/mediator. Under normal circumstances, all parties will be notified of representation.

**15.1.2.** The employee will be informed that this is the initial corrective action discussion as set forth in this policy manual, and will be advised of the consequences that will follow if the employee's conduct and/or performance does not improve.

**15.1.3.** The employee may, at this time, request that the offenses and required corrective plan of action stated in the initial corrective discussion be reduced to writing for his/her information. The supervisor will comply with any such requests.

## **15.2. SECOND CORRECTIVE DISCUSSION**

**15.2.1.** If the employee fails to take necessary corrective action, and after consultation with the Senior Manager for Employee Relations, a formal discussion will be held with the Facilities Manager/Director Buildings and Grounds. The employee/supervisor may be accompanied by a representative of his/her choice and either may request a representative from the Employee Relations staff as a facilitator/mediator. Under normal circumstances, all parties will be notified of representation. On this occasion a written record will be made and included in the employee's official personnel file.

**15.2.2.** The emphasis should continue to be corrective in intent. The employee should clearly understand the hazard of continued failure to meet reasonable standards of performance or conduct.

**15.2.3.** Upon proof of satisfactory performance, at the end of a six (6) month period, the written record will be removed from the official personnel file and destroyed by the Senior Manager for Employee Relations.

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

**15.3.1.** If the above two (2) steps have been pursued by the Facilities Manager/Director Buildings and Grounds and the employee fails to respond satisfactorily or continues to commit the offense, further disciplinary action may be prescribed by Facilities Manager/Director Buildings and Grounds, in consultation with the Senior Manager for Employee Relations or designee.

**15.3.2.** Should an employee be interviewed by his/her Facilities Manager/Director Buildings and Grounds, as a result of misconduct on the job (including but not limited to fighting, willful destruction of college documents and/or property, being under the influence of alcohol or drugs during working hours, drinking on the job, or poor job performance), the employee may be placed on probation for forty-five (45) days or suspended without pay for a period of up to ten (10) working days as prescribed by the Facilities Manager/Director Buildings and Grounds, with agreement of the college president and in consultation with the Senior Manager of Employee Relations or designee.

**15.3.3.** If disciplinary action such as probation or suspension without pay is deemed to be insufficient by the Facilities Manager/Director Buildings and Grounds, the Facilities Manager/Director Buildings and Grounds, with the agreement of his/her College President, may recommend dismissal to the Senior Manager for Employee Relations. The Senior Manager for Employee Relations will then consult with the Vice Chancellor for Human Resources. Vice Chancellor for Human Resources will carefully review the record and conduct such investigation as he/she deems appropriate.

- 15.3.4.** If the Vice Chancellor for Human Resources deems there are sufficient grounds for dismissal, he/she will make the final determination regarding a recommendation of involuntary termination to the Governing Board.
- 15.3.5.** A Maintenance & Operations employee shall have the right to hearing by filing a written request with the Vice Chancellor of 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.
- 15.3.6.** Upon a timely request, a Hearing Committee shall be constituted and shall be composed of the following three (3) employees, one (1) College President appointed by the Chancellor, one (1) employee selected by the President of the applicable employee group and one (1) employee selected by the employee. All committee members must be selected from colleges other than the college where the employee who was dismissed was assigned.
- 15.3.7.** 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.
- 15.3.8.** Unless the parties otherwise agree, the Hearing Committee shall conduct the hearing no later than ten (10) working days after the exchange of information detailed in section 15.3.7. 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.
- 15.3.9.** 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.
- 15.3.10.** 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.
- 15.3.11** 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.

- 15.3.12.** 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.
- 15.3.13.** The pay of the employee shall continue during the Hearing process and not end until the date of the decision of the Governing Board

## **16. RESOLUTION OF CONTROVERSY**

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

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

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

- 16.2.1** In the event of a perceived inequity or a circumstance which is not covered either by this Policy manual or Board policy, an employee shall have the right to appeal for resolution by the following procedures:
  - 16.2.1.1.** A written statement of the situation or decision in question shall be appealed to the appropriate level as follows:
    - 16.2.1.1.1.** Department Director/Manager
    - 16.2.1.1.2.** College 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 problem involves the employee's immediate supervisor, the employee shall have the right to meet informally with the next higher level of authority. If the decision under appeal was made at the highest College level, the process will move to the District Office.
- 16.2.3** Employee representatives will be allowed reasonable release time to sufficiently assist employees in meetings with management. The employee may be accompanied by an employee representative of his/her choice when meeting with the above individuals.
- 16.2.4** The employee shall receive a written decision from each of the above levels of authority.

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

### **16.3.1 INFORMAL RESOLUTION**

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

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

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

### **16.3.2 FORMAL GRIEVANCE PROCEDURE**

#### **DEFINITIONS**

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

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

### **16.3.3 FORMAL RESOLUTION PROCEDURE**

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

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

#### **16.3.3.2 Step Two: 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, 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 for Human Resources, an appeal may be made by the grievant to the

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

#### **16.4 MISCELLANEOUS**

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

#### **17. OBSERVANCE OF SAFETY**

Every employee is expected to accept safety and accident prevention as an active part of his/her job assignment. He/she should observe, correct, and report safety hazards as a basic job requirement. 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<br/>COVERAGE CHOSEN</u> | <u>BENEFIT<br/>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 Maricopa Community Colleges 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 expressly stated in District policy, sick leave time may not be used for any other purpose. Unused, accumulated sick time is canceled upon termination.

**18.2.1.** Each twelve (12) month full-time employee shall 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) month basis shall accumulate prorated sick leave benefits. Regular employees on less than full-time basis (twenty [20] hours a week or more) shall accumulate pro rata sick leave benefits.

**18.2.2** When actual sick leave taken by an employee equals the total of accrued sick leave and vacation hours on the books, the employee will be removed from the payroll and, with certification from a physician, placed on a leave of absence for health. Paid sick leave may not exceed the amount accrued by an employee. Supervisor(s) 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 Facilities Manager/Director Buildings and Grounds, working through and with the appropriate college personnel and the Senior Manager for Employee Relations, may (after three [3] consecutive days) require medical certification to confirm illness or absences. Medical certification may also be required through the same channels for other unusual circumstances.

**18.2.4.** 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   |

**18.2.5. END-OF-YEAR RECONCILIATION AND REIMBURSEMENT**

**18.2.5.1.** At the end of a fiscal 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 shall be reimbursed at the last pay period up to the actual accumulation. This privilege will not carry over to subsequent fiscal years.

**18.2.5.2.** Employees must authorize the Employee Benefits Office, in writing, ten (10) days prior to the last payroll date of the fiscal year to apply accumulated illness the same fiscal year.

**18.2.6. 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 IN SERVICE**

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

**18.3.2** The amount of the adjustment will be computed as follows: The daily earnings of the employee with (10) years or more of service will be multiplied by twenty-five percent (25%), not to exceed forty dollars (\$40) 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 two hundred (200) days.

#### **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 work day involved. Examples may include assisting a relative in an emergency situation, an appointment with a professional, a funeral, etc. Personal Time does not need to be pre-approved. As much advance notice as possible should be given for scheduling purposes. Personal time is not to be used routinely to come in late or leave early from work. Such absences will be charged to the employee's sick leave and are not to be substituted as vacation hours.
- 18.5.2.** One additional day may be approved in advance by the appropriate College President/Vice-Chancellor. Such absences will be charged to the employee's sick leave.
- 18.5.3.** Additional accumulation of sick leave time will continue even during absence for illness so long as the employee remains in a paid status. Additional accrual of sick leave ceases when all accrued sick leave and vacation have been exhausted.
- 18.5.4.** An employee who is ill and/or hospitalized will be charged sick leave only for absence from actual work days assigned to the position held.

#### **18.6 VACATION**

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

- 18.6.1.** A new employee working less than a full year will receive a prorated vacation. In the event that employment is terminated before the end of one (1) year, the employee will receive a prorated vacation with pay dating from the first day of his regular employment or vacation payoff.
- 18.6.2.** Effective July 1, 1984, service year credit (SYC) dates are established as of the official start date after Board approval. Accrual rates for vacation will be credited on anniversary dates for those employees hired after July 1, 1984.
  - 18.6.2.1.** Before one (1) service year's credit (1 SYC), an employee will be allowed pro rata vacation.
  - 18.6.2.2.** After one service year's credit (1 SYC), an employee will accrue vacation at the rate of ten (10) working days per year.
  - 18.6.2.3.** After three service years' credit (3 SYC), an employee will accrue vacation at the rate of fifteen (15) working days per year.
  - 18.6.2.4.** After five service years' credit (5 SYC), an employee will accrue vacation at the rate of seventeen (17) working days per year.
  - 18.6.2.5.** After seven service years' credit (7 SYC), an employee will accrue vacation at the rate of twenty (20) working days per year.
  - 18.6.2.6** Vacation time will be taken each year as earned. The vacation will be taken by December 31 of the following calendar year. No vacation accrual will extend beyond December 31 of the following calendar year.
  - 18.6.2.7.** The Facilities Manager/Director Buildings and Grounds will approve vacation requests submitted by employees when submitted at least one (1) week prior to the requested time off. These scheduled vacations will be approved contingent upon coverage determined at the time of the request. Vacation accumulated during a calendar period may be taken in part any time during the year in which earned, provided not more days are taken than earned.
    - 18.6.2.7.1.** All vacation requests must be submitted to the Facilities Manager/Director Buildings and Grounds or appropriate district manager for approval at least five (5) working days in advance of requested vacation time.
    - 18.6.2.7.2.** Vacation pay will be computed on base pay plus shift differentials when such differentials are a part of the regularly scheduled shift.
  - 18.6.2.8.** An employee may bank seven (7) days (fifty-six hours) per year of his/her accumulated vacation. The total number of days 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 benefits. The total number of days banked by an employee with ten (10) service years credit (SYC) may not exceed sixty-two (62) days over and above his/her regular vacation benefits.

## **18.7. HOLIDAYS**

- 18.7.1.** The following designated days are recognized holidays by the District:  
Independence Day

Labor Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving  
Winter Recess  
Martin Luther King Day  
Presidents Day  
Spring Recess (2 days)  
Memorial Day

- 18.7.2.** Holiday pay will be computed on the base pay plus shift differentials when such differentials are a part of the regularly scheduled shift.
- 18.7.3.** To qualify for holiday pay, the employee must be in a paid status the full day before and the full day after the holiday.
- 18.7.4.** During the summer four (4) day ten (10) hour work week schedule, Memorial Day and Independence Day shall be equated as ten (10) hour days.
- 18.7.5.** Should one of these holidays occur during an employee's day(s) off, the employee will be given (at the option of the District) the day immediately preceding the holiday or the day immediately following the holiday.
- 18.7.6** Should one or more of these holidays occur during an employee's vacation, the employee will be given an additional day's vacation.

## **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. 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 with concurrence from the Vice Chancellor for Human Resources.

**19.4. A regular full-time employee with a minimum of three (3) years of service may be granted up to one (1) calendar year of educational leave without pay subject to the following guidelines:**

- 19.4.1** The employee on educational leave will have the option of paying insurance coverage as provided through the Flexible Benefits Program.
- 19.4.2** 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.
- 19.4.3** During the unpaid educational leave of absence, the employee must be enrolled as a full-time student.
- 19.4.4** Vacation and sick leave benefits will not accrue during the educational leave.
- 19.4.5** Time for leave will not be deducted from the original date of hire in the determination of vacation entitlements, ten (10) year anniversary service date, etc.
- 19.4.6** Normal progression will continue on the salary scale.
- 19.4.7** 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.

**19.5. INSURANCE COVERAGE DURING LEAVES**

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

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

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

\*includes FMLA

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

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

#### **19.6. DISABILITY BENEFITS PROGRAM**

- 19.6.1.** The plan is to provide monthly disability benefits no to exceed two-thirds (2.3. of a participant's monthly compensation at the time disability commences, but reduced by Social Security retirement or disability benefits, workers' compensation benefits, and any other benefits by reason of employment which are financed wholly or partly by employer members of the retirement plan.
- 19.6.2.** Prior to the end of the employee's unpaid leave of absence for health, an employee may apply for long-term disability benefits.
- 19.6.3.** Monthly benefits are not payable until a participant has been totally disabled for a period of six (6) months.
- 19.6.4.** The District will provide the above benefits in accordance with state statute (HB 2181).

#### **20. RESIGNATION**

- 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 work days and fails to communicate with his/her supervisor of his/her absence, the administrator may deem the position abandoned and seek termination of the employee's employment. A supervisor should make a reasonable attempt to contact the employee during this time.

#### **21. DURATION**

- 21.1.** This policy will become effective on July 1, 2009, and will continue in effect until June 30, 2012. It will not be extended orally; and it is expressly understood that it will expire on the date indicated unless the parties, through mutual consent, agree to extend the termination date, and that it represents the full and complete understandings of the parties and excludes past practices or understandings.
- 21.2.** Changes may be instituted to this policy through the Collaborative Policy Development process, as detailed in Section 3.2.

#### **22. 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.

- 22.1. District**—The total central administrative and support body.
- 22.2. Location**—Shall indicate campus, freestanding centers, District Headquarters, etc.
- 22.3. Department**—Shall be construed to mean the District level of operations for all persons covered by this Policy Manual—Maintenance and Operations.

- 22.4. Section**—Shall be construed to denote that group of Maintenance and Operations employees under the direct supervision of the Facilities Manager/Director Buildings and Grounds
- 22.5. Classification**—Shall be construed as the job title for any employee such as Custodian I, Groundskeeper I, Maintenance Assistant, etc.
- 22.6. Differential**—A premium rate paid for work performed outside of normal working conditions and/or working hours.
- 22.7. Agent(s)**—A person serving as a manager who has been delegated the authority by the Governing Board to recommend its initiatives.
- 22.8. Redlined or Y-Rated**—An employee who receives a salary that is higher than the top step of the grade/classification.
- 22.9. Designee**—An individual who has the authority to act on behalf of the position referenced in the policy manual.
- 22.10. Working Day**—Any day the College/District Office is open for regular business.

## APPENDIX A

### STAFF DEVELOPMENT (PROFESSIONAL GROWTH) POLICY FOR MAINTENANCE AND OPERATIONS EMPLOYEES

#### A.1. PHILOSOPHY

- A.1.1.** The purpose of the Staff Development Policy is to help the employee in staff development. It is important that skills be consistently refined in order to analyze, evaluate, reason, and make sound decisions. The refinement and improvement of these skills can also prepare the employee for positions of greater responsibility. Job performance, potential, competition for recognition, and education are all important factors in equipping the employee to assume greater responsibilities within the Maricopa County Community College District.
- A.1.2.** The goal of the Staff Development Committee is to encourage the employee to increase his/her scope of knowledge, to update previous academic learning, or to sharpen the employee's thinking as required by the job. Individual financial assistance may be given to eligible employees taking upper division courses at accredited colleges or universities or attending job-related seminars, workshops, or activities that prepare the employee for positions of greater responsibility within the Maricopa County Community College District.

#### A.2. FUNDING

Eighty-nine thousand, nine hundred and fifty-one dollars (\$89,951) shall be allocated for 2008-2009.

#### A.3. ELIGIBILITY

Employees are eligible to participate in staff development activities provided:

- A.3.1.** The employee must be employed in the District for 6 months and completed his/her probationary period prior to the start date of the semester or activity.
- 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 activity must be job related, required as part of a degree program, or preparation for positions of greater responsibility; provided that the individual career development program has been filed with the Manager, Employee and Organizational Learning. The Professional Growth Committee has the final approval on all activities/seminars.
- A.3.4.** A final grade of "C" or better must be received for all college/university courses.
- A.3.5.** Because of limited resources, the employee cannot receive tuition benefits, scholarship aid, V.A. benefits, or other financial aid for the courses, job-related seminars, workshops, or other activities as designated on the staff development applications during the term of the enrollment/attendance.

#### **A.4. APPLICATIONS**

##### **A.4.1. Application Forms**

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

#### **A.5. APPLICATION PROCEDURE**

- A.5.1.** The application must be submitted through the Manager, Employee and Organizational Learning, or designee.
- A.5.2.** Upon receipt of the application, the date and time will be recorded by the Manager, Employee and Organizational Learning, or designee.
- A.5.3.** The Manager, Employee and Organizational Learning, or designee will validate transcripts and degrees or equivalent, if applicable.
- A.5.4.** The committee will meet to consider applications.
- A.5.5.** To receive committee consideration for reimbursement of seminars, workshops, and conferences, the deadline for applications is three (3) weeks prior to the activity start date. Exceptions to this timeframe are implied by the signatures of the Director/Manager of Maintenance & Operations and the College President. However, the applicant needs to comply with all the requirements of this policy.
- A.5.6.** A prepayment option for seminars, workshops, or conferences is available. Applications are to be submitted to the Manager, Employee and Organizational Learning, or designee no later than six (6) weeks prior to the activity start date. (If prepayment deadline is not met, the applications will then be considered for reimbursement.)
- A.5.7.** To receive committee consideration for reimbursement of college/university tuition and lab fees, the deadline for applications is:
  - Fall Semester—First Monday in October.
  - Spring Semester—First Monday in March.

Summer Schedule will be approved on an individual basis due to a potential cross over of fiscal year funding.

- A.5.8.** The committee chairperson, or designee will notify the applicant as to approval or disapproval within five (5) working days of committee action.
- A.5.9.** The applicants may appeal directly to the Staff Development Committee by sending a written notice to all committee members, outlining the reasons for reconsideration.
- A.5.10.** The decision of the committee will be final.

## **A.6. REIMBURSEMENT**

### **A.6.1. Reimbursement Amounts**

**A.6.1.1.** The committee will reimburse one hundred percent (100%) of the semester tuition for approved course(s), and lab fees up to, but not to exceed, tuition costs at major in-state public universities. No reimbursement will be made for school supplies. Transcripts must be submitted to the Manager, Employee and Organizational Learning, or designee for presentation to the committee for reimbursement.

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

**A.6.1.2.** The committee will reimburse one hundred percent (100%) of registration/travel costs for approved applications to job-related seminars, workshops, or other work related activities. Reimbursement for books for approved seminars and workshops will be paid if not included in the workshop/seminar registration fee.

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

## **A.7. STAFF DEVELOPMENT COMMITTEE**

**A.7.1.** The committee will be composed of two (2) Maintenance & Operations employees elected by those employees covered by the Maintenance and Operations Policy Manual, the Senior Manager for Employee Relations, or designee and the Manager for Employee and Organizational Learning.

**A.7.2.** Elections shall take place in the fall, and the elected employees shall serve a three (3) year term commencing July 1 and ending June 30. All members appointed to the committee including the Manager for Employee and Organizational Learning, will be voting members of the Committee.

## **APPENDIX B**

### **PAID EDUCATIONAL LEAVE**

#### **B.1. Philosophy**

The purpose of the Paid Educational Leave is to provide employees an opportunity to further their careers and employment opportunities through the completion of a Bachelor, Master, or Doctoral Degree.

## **B.2. Committee**

The Maintenance and Operations Committee will be responsible for establishing administration, application procedures and screening criteria for granting of Paid Educational Leave Funding. The Maintenance and Operations Professional Growth Committee shall review and approve requests for assistance from eligible employees.

## **B.3. Eligibility**

A paid educational leave may be granted to an employee subject to the following guidelines:

- B.3.1.** The applicant must be a regular full-time employee with a minimum of three (3) years or 6,240 hours of consecutive service with the District as a regular Governing Board approved Maintenance and Operations employee at the time the leave would begin.
- B.3.2.** An educational leave may be granted for up to, but will not exceed, six (6) months. The leave may be granted for any combination of months during the same fiscal year.
- B.3.3.** The employee will be required to provide evidence that he/she has accumulated sufficient college credits to complete a Bachelor's, Master's, or Doctoral degree from a regionally accredited institution of higher education while on educational leave. All evidence of said credit will be submitted to the appropriate College President/Vice Chancellor.
- B.3.4.** Degrees pursued while on educational leave must be career oriented or job related.
- B.3.5.** There will be no limit to the number of times an employee may receive a Paid Educational Leave. However, an employee cannot be granted a subsequent Paid Educational Leave until the financial obligation/promissory note from the previous Paid Educational Leave has expired. First-time applicants for Paid Educational Leave will be given priority consideration during the selection process. An employee granted educational leave will sign a note agreeing to work twice the amount of leave time granted.

## **B.4. Application Requirements**

Each applicant will be required to submit the following:

- B.4.1.** 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 in March of each year, with a mid-April deadline.

## **B.5. Compensation, Restrictions, and Return to Work**

- B.5.1.** Compensation for an employee granted a Paid Educational Leave will be as follows:
  - B.5.1.1.** The rate of pay for an employee while on Paid Educational Leave will be full (100%) pay and shall be paid in accordance with the normal pay periods and procedures for all Maintenance and Operations employees.
  - B.5.1.2.** The District will provide full Flex Benefits credits for an employee on Paid Educational Leave.
  - B.5.1.3.** An employee on Paid Educational Leave will follow the normal progression on the salary scale.
  - B.5.1.4.** Vacation and sick leave benefits will not accrue during a Paid Educational Leave. All vacation and sick leave benefits accrued by the employee at the beginning date of his/her leave will be held in suspense.
  - B.5.1.5.** The time granted an employee for Paid Educational Leave will not be deducted from the original date of hire in determination of vacation entitlement, ten (10) year anniversary, service date, etc.
  - B.5.1.6.** The Maintenance and Operations Professional Growth Committee will pay replacement salary at step one (1) of the employee's grade.
- B.5.2.** An employee on full Paid Educational Leave may not participate in service, voluntary or paid (e.g. committees, adjunct faculty), to the District or to College.
- B.5.3.** The following guidelines and requirements shall be followed upon an employee's return to work after being granted a Paid Educational Leave:
  - B.5.3.1.** The employee will be assigned to his/her previous position, or to a position of equal grade and step, or to a position agreed to prior to the leave. The determination of this provision shall be the responsibility of the appropriate College President/Vice Chancellor in consultation with the employee.
  - B.5.3.2.** Upon returning from leave the employee will, within sixty (60) days, submit (in writing), to the appropriate College President/Vice Chancellor, and the Chairperson of the Maintenance and Operations Committee, evidence that he/she has completed his/her degree program.
  - B.5.3.3.** The interpretation of the requirement that an employee returns to work for the District at twice the amount of leave time granted shall not be construed to prevent the employee from applying for transfers, promotions, or other employment opportunities within the District.

## **B.6. Funding**

- B.6.1.** In 2008-2009, the District will allocate eighty-nine thousand, nine hundred and fifty-one dollars (\$89,951) for Staff Development of Maintenance and Operations employees. Staff development expenses as well as replacement expenses for personnel on a paid educational leave will be paid from the Staff Development fund for Maintenance and Operations employees.