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## Personnel Policy Statement for College Employees 2009/2010

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# Section I. General Information

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## **A. Management Rights**

The Board and its Administration (Management) reserves and retains the rights and responsibilities to administer, manage, direct and control the activities and work force of this College including, but not necessarily limited to, the right to reassign and relocate personnel within the District as Management, in its sole discretion, determines is in the best interest of the College District. The Administration will develop regulations and procedures that are necessary for the purpose of implementing these policies. The foregoing rights, together with the right to determine the methods, processes and manner of performing work, are vested exclusively with the College.

Nothing in these personnel policies or any personnel policy statement shall inhibit, restrict, modify and/or supersede the Board's responsibilities and/or authority pursuant to, and in compliance with, any state or federal law, executive order, agency rule or guideline, including Presidential Executive Order 11246; Title VII, Civil Rights Act of 1964; Section 503, Rehabilitation Act of 1973; the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990; and the Civil Rights Act of 1991.

The personnel policies herein shall govern employment practices on and after their effective date. The provisions of these personnel policies, however, do not apply to or govern the employment practices of the College before the effective date of the policies. Such employment practices must be construed and dealt with according to the provisions of the personnel policies existing at the time of the specific employment practice in question.

The Governing Board of Pima County Community College District reaffirms that the personnel policies contained herein are the personnel policies of the Governing Board and may be supplemented, modified or deleted without restriction by the Governing Board pursuant to its statutory authority. In the administration of the Board's personnel policies, the College Human Resources Office is responsible for interpreting and overseeing the implementation of the policies.

## **B. Equal Employment Opportunity/Affirmative Action Policy**

- Board Policy BP-1501 [all employees]

Pima County Community College District reaffirms its commitment to affirmative action and equal employment opportunity for all qualified persons without regard to race, color, national origin, religion, sex, sexual orientation, disability or on the basis of membership as set forth in Uniformed Services Employment and Reemployment Rights Act (USERRA), or any other basis which is proscribed by law.

It is the policy of Pima County Community College District that equal employment opportunity can only be achieved through demonstrated leadership and aggressive implementation of a viable affirmative action program. Therefore, the Pima County Community College District affirmative action and equal employment opportunity policy sets forth responsibilities for administrators, supervisors, faculty, staff, and all other members of the College. This policy shall be administered without regard to race, color, national origin, religion, sex, sexual orientation, disability, age, or on the basis of membership as set forth in USERRA, or any other basis which is proscribed by law, except where gender, religion, national origin, or age is a bona fide occupational requirement.

Pima County Community College District will assure full participation of all persons contracting or providing services to the College.

The College administration is authorized to establish regulations and procedures to effect this policy.

(Please refer to Appendix A for information on the College's ADA/EEO Discrimination Complaint Procedure.)

**C. Harassment (including Sexual Harassment) Policy**  
- Board Policy BP-1501 [all employees]

Pima County Community College District is committed to promoting and maintaining a productive work and educational environment free of discrimination and harassment. In keeping with this commitment, Pima County Community College District will not tolerate verbal or physical conduct by an employee or student that harasses, disrupts, or interferes with another's work performance or education or that creates an intimidating, offensive or hostile work or educational environment.

Employees and students are expected to maintain a productive work and educational environment that is free from harassing or disruptive activity. No form of harassment will be tolerated, including harassment for the following reasons: race, national origin, religion, disability, pregnancy, age, military status or sex. Special attention should be paid to the prohibition of sexual harassment, which includes harassment by members of the same or opposite sex.

Each administrator, faculty member and supervisor has a responsibility to keep the workplace free of any form of harassment, and in particular, sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment. Similarly, each administrator and faculty member has a responsibility to keep the campus and classroom free of any form of harassment, and in particular sexual harassment. No employee is to threaten or insinuate, either explicitly or implicitly, that a student's refusal or willingness to submit to sexual advances will affect the student's status, including grades.

Other sexually harassing or offensive conduct, whether committed by administrators, faculty, supervisors, staff, students or non-employees, is also prohibited. Such conduct includes, but is not limited to:

- a. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- b. Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references;
- c. Jokes of a sexual nature;
- d. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual's dress or body;
- e. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects or pictures, including nude photographs;
- f. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

Any of the above conduct, or other offensive conduct, directed at individuals because of their race, national origin, religion, disability, pregnancy, age, or military status is also prohibited.

Matters with sexual connotation or sexual content, which occur in legitimate educational curricula or endeavors, do not violate this policy unless used excessively or improperly. Although it is not possible to list every act or matter described which can violate this policy, examples include but are not limited to the following:

- a. Repeated focus on topics of a sexual nature;
- b. Use of profanity outside of the subject matter being taught;
- c. Use of vulgarities, and;
- d. Humiliating, embarrassing or otherwise harassing any individual or group of individuals.

Any member of the College community, especially administrators and supervisors, who believes that the actions or words of any other member of the College community constitute harassment, has a responsibility to report the complaint as soon as possible. Issues of harassment covered by EEO laws should be directed to the EEO/Affirmative Action Office. All other forms of harassment should be directed to the Human Resources Employee Relations Office.

All complaints of harassment will be investigated in as prompt, impartial and confidential a manner as possible under the ADA and Equal Opportunity/Discrimination Complaint Procedure or under the appropriate College personnel or student handbooks. All members of the College community are required to cooperate in any investigation. Both the charging party and the respondent will be given the opportunity to present their side of the incident.

Any employee or student who is found to have violated this harassment policy will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination for employees or expulsion for students.

Disciplinary action will be taken against any individual who files a false discrimination or harassment complaint and against any individual who provides false testimony during investigations.

Employees are required, as a condition of employment, to cooperate with the College's investigation of harassment complaints.

Retaliation against any member of the College community for filing an internal or external complaint or participating in an investigation is strictly prohibited and will be grounds for disciplinary action up to and including termination for employees or expulsion for students.

The College administration is authorized to establish regulations and procedures to effect this policy.

#### **D. Americans With Disabilities Act Compliance**

- Board Resolution R-1501A [all employees]

The Pima Community College Board of Governors endorses the philosophy of all state and federal laws providing for equal employment opportunity.

Whereas, the Congress of the United States has passed a new law, the Americans With Disabilities Act (ADA), to provide "a clear and comprehensive mandate for the elimination of discrimination against individuals with disabilities;" and,

Whereas, this Governing Board endorses the philosophy that no qualified individual should be excluded from jobs, services, activities or benefits based upon disabilities over which they have no control; and,

Whereas, it is the desire of this Governing Board to make clear its commitment that the Pima County Community College District shall comply with the provisions of the Americans With Disabilities Act;

Now, therefore, be it resolved that the Pima County Community College District, acting through its Governing Board in this resolution, hereby declares its support of the Americans With

Disabilities Act and its corporate intention to comply with the terms thereof and, further, hereby directs the Chancellor of the District to formulate and implement a plan to assure compliance with the terms of the Act.

Pima County Community College District will assure full participation of all persons contracting or providing services to the College.

The College administration is authorized to establish regulations and procedures to effect this resolution.

(Please refer to Appendix B for information on requesting accommodations under the ADA.)

### **E. Accommodation for Religious Observances**

[all employees]

Pima Community College accommodates the religious observances and practices of students, employees and applicants unless undue hardship to College operations or programs will result. For further information or guidance in carrying out this policy, contact the Human Resources Employee Relations Office or the Equal Employment Opportunity/Affirmative Action Office.

### **F. Drug-Free Workplace Policy**

- Board Policy BP-4006 [all employees]

**Purpose:** The purpose of this policy is to provide a safe work environment free from the hazards associated with drug and alcohol use. This policy is designed to protect the safety of all employees, students, and the general population in the work place. This policy also complies with the provisions of the Drug-Free Workplace Act of 1988 and allows Pima County Community College District to maintain and certify a drug-free work place.

**Policy:** It is the policy of Pima County Community College District to maintain a drug and alcohol free working environment for its employees, students and visitors. The College prohibits the unlawful manufacture, distribution, dispensing, possession or use of controlled substances and alcohol on College premises, while conducting College business or at any time which would interfere with the effective conduct of the employee's work for the College.

The College recognizes drug and/or alcohol dependency as illnesses and major health problems. The College also recognizes drug and alcohol abuse as potential health, safety and security problems. Employees needing help in dealing with such problems are encouraged to seek it, either through their own resources or through the College Employee Assistance Program, which is a regular employee benefit. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel file. As a condition of employment,

employees must abide by the terms of this policy. Violations of this policy statement will result in appropriate disciplinary actions, including discharge.

All employees, including those on a contract or grant, as a condition of employment, must notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five days after that conviction. Any employee convicted of a criminal drug statute violation occurring in the work place is required to satisfactorily participate in a drug-abuse assistance or rehabilitation program.

**Definitions:**

1. **Controlled substance:** any substance listed in Schedules I through V of Section 202 of the Controlled Substances Act.<sup>1</sup>
2. **Employee:** a person employed by the College District or directly engaged in the performance of work under the provision of a College-administered grant or contract.
3. **Conviction:** includes pleas of no-contest or *nolo contendere*.

**Distribution:** All employees will be provided a copy of this policy statement. New employees will receive a copy of this policy during attendance at the new employee orientation session.

**Education:** The Chief Executive Officer will establish a drug-free awareness program informing employees about the danger of drug abuse in the work place, the policy of maintaining a drug-free work place, the availability of drug counseling, rehabilitation, and employee assistance programs, and the penalties imposed for drug abuse violations.

**G. Conflict of Interest - Pecuniary or Proprietary Interest**  
[all employees]

**1. Definition of Conflict of Interest**

College employees are subject to conflict of interest laws contained in A.R.S. 38-501-511. These statutes establish minimum standards for the conduct of public officers and employees who, in their official capacity, are or may become involved with a contract, grant, purchase, sale, service or decision that might affect their personal pecuniary or proprietary interest, whether direct or indirect, or those of their close relatives. By law, those relatives include a “spouse, child, [grandchild], parent, grandparent, brother or sister of the whole or half blood and their spouses, and the parent, brother, sister or child of a spouse.”

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<sup>1</sup> This information is available in the Human Resources Office.

- a. Any employee who has, or whose relative has, a direct or indirect substantial financial or proprietary interest in any contract, grant, sale, purchase or service to the College or in any decision of the College, must make that interest known by completing a Conflict of Interest form pursuant to G.2. below and must refrain from participating in any manner in such contract, grant, sale, purchase, service or decision.
- b. Employees are prohibited from disclosing or using, without appropriate authorization, information designated as confidential by statute, rule, or College practice that they obtained from the College as a result of their employment with the College.
- c. Employees are prohibited from using or attempting to use their official position to secure things of value or benefits for themselves or their relative(s).
- d. College employees shall not solicit or accept money, gratuities, favors, or goods of any market value from any current or potential vendor.
- e. Employees are prohibited from agreeing to receive or receiving compensation other than as provided by law for services they rendered in any case, proceeding, application, or other matter pending before the College.

## **2. Requirement to Disclose – Pecuniary or Proprietary Interest**

Employees of the College shall annually complete a Conflict of Interest disclosure form. These forms shall be maintained as a public record in the Office of the Chancellor.

Employees of the College must be aware of, and identify on an ongoing basis, any circumstances in which the College's actions might affect their interests or the interests of their relatives. If an employee feels that she or he has or soon may have a conflict of interest in a specific matter that was not disclosed during the annual completion of the Conflict of Interest form, the employee must immediately withdraw from participation in all activities and decisions related to that matter. The employee must complete a new Conflict of Interest disclosure form, explaining in detail the potential or existing conflict of interest and affirming that the employee has withdrawn from participation in the matter. This new Conflict of Interest form shall be submitted directly to the Office of the Chancellor.

Failure to appropriately disclose a conflict of interest situation may result in disciplinary action up to and including termination.

## **H. Nepotism**

[all employees]

The College will avoid employment situations with employees or relatives of employees where the possibility of favoritism or conflict of interest might exist. Therefore, no person may be employed if such employment would create either a direct or indirect supervisor/subordinate relationship with a relative or create either an actual conflict of interest or the appearance of a conflict of interest; further, no employee may initiate or participate in any decision involving the employee or relative of the employee, which decisions include, but are not necessarily limited to, the following: employment selection, assignment, transfer, promotion, evaluation, retention/termination, leave of absence, or compensation determinations.

Employees who marry or become related through marriage or become members of the same household may continue employment as long as there is not a direct or indirect supervisor/subordinate relationship between such employees or an actual conflict of interest or the appearance of a conflict of interest, as is more particularly set forth in the preceding paragraph. Should any of the above situations occur, the College will attempt to find a suitable position to which one of the affected employees may be reassigned or transferred. If accommodations of this nature are not feasible, the employees will be permitted to determine between or among themselves which of them will resign. In the event the employees are unable or unwilling to do so, the College will decide.

### **Disclosure of Circumstances Involving Nepotism**

Employees of the College must be aware of and identify the circumstances in which the College's actions might affect their interests or the interests of their relatives and avoid situations in which a conflict of interest may arise. An employee who feels that she or he may have a conflict of interest in a specific matter should immediately withdraw from participation in all related activities and decisions and prepare a memorandum explaining in detail the potential or existing conflict of interest and affirming that the employee has withdrawn from participation in the matter.

Failure to appropriately disclose nepotism situations may result in disciplinary action up to and including termination.

The preceding information is provided as a summary and general guideline only. It does not cover all situations or aspects governing nepotism. Contact the Human Resources Employee Relations Office for assistance with questions and in interpreting and carrying out these requirements.

## **I. Consensual Relationships**

[all employees]

### **1. General**

For the purpose of this section, consensual relationships are amorous, romantic and/or sexual relationships entered into by mutual consent between employees or between employees and students. The College recognizes and respects the individual employee's right to engage in activities outside of his/her employment that are private in nature and do not in any way conflict with or reflect poorly on the College. However, the College reserves the right to establish guidelines and determine when an employee's activities represent a conflict with the College's interests and to prescribe means to resolve the situation.

The College policy on conflict of interest and nepotism (see section G) precludes individuals from evaluating the work or academic performance of those with whom they have intimate, familial relationships, or from making hiring, salary, or other similar recommendations or decisions that have a financial impact on such persons. The same principles apply to consensual amorous, romantic and/or sexual relationships between employees or between employees and students.

An employee who may have a conflict of interest situation must disclose that interest in writing to the Chief Human Resources Officer or designee. The Human Resources Employee Relations Office is responsible for contacting the appropriate administrative personnel. Failure to appropriately disclose conflict of interest situations may result in disciplinary action up to and including termination. Contact the Human Resources Employee Relations Office for assistance in interpreting and carrying out these requirements.

### **2. Disclosure of Circumstances Involving Consensual Relationships or Conflict of Interest**

A conflict of interest is inherent if a consensual relationship occurs between an employee and any person for whom the employee has a professional responsibility (e.g., as teacher, advisor, counselor, evaluator, service or benefit provider, or supervisor). A conflict of interest is also inherent in a consensual relationship when an employee is in a position to recommend or decide any matter of personal pecuniary or proprietary interest to the other participant, for example, a benefit, employment or financial matter. Any such conflict of interest affects the College's obligation to provide equal employment and educational opportunity.

### **3. Resolution and Reporting**

It is the duty of College employees to preclude such conflicts of interest and, if such a conflict does occur, to eliminate and report it. Therefore, the College requires:

- a. The participants in such a relationship must initiate action immediately to eliminate the conflict of interest.
- b. The persons in such a relationship must report it to the administrative supervisor(s) to ensure that all such conflicts of interest have been adequately addressed.
- c. The administrative supervisor(s) must write and retain a report that specifies the appropriate, alternate arrangements which have been made to eliminate the conflict of interest and provide a copy to the participants and to the EEO/Affirmative Action Office.
- d. These reports must be confidential, but may be available as evidence in the processing of possible related conflict of interest or sexual harassment complaints. Failure to resolve and report such conflicts of interest may result in disciplinary action.
- e. In the event the issue is not resolved by the participants or the Administrative Supervisor, the matter will be referred to the Human Resources Employee Relations Office.

The preceding information is provided as a summary and general guideline only. It does not cover all situations or aspects governing consensual relationships, conflict of interest, or nepotism. (See also section H.) Contact the Human Resources Employee Relations Office for assistance in interpreting and carrying out these requirements.

## **J. Outside and Secondary**

[all employees]

Employees shall be free to seek and engage in outside and secondary employment so long as such employment does not interfere with the full and proper discharge of their primary professional responsibilities to the College. Such activities will be conducted with no involvement of College work time, facilities, equipment, or materials. Such outside employment will be subject to Article 8, Chapter 3, Title 38 of Arizona Revised Statutes (Conflict of Interest of Public Officers and Employees).

An employee who has a conflict of interest situation must disclose that interest in writing to the Chief Human Resources Officer or designee. The Human Resources Employee Relations Office is responsible for contacting the appropriate Administrative Personnel. Failure to appropriately disclose conflict of interest situations may result in disciplinary action up to and including termination. Contact the Human Resources Employee Relations Office for assistance in interpreting and carrying out these requirements.

## **K. Definitions**

[all employees]

1. **Acting Assignment** shall refer to a regular employee who is filling an authorized vacant position on a temporary basis. (Acting Assignments may occur across all regular employee groups.)
2. **Administration** shall mean the Administrators of Pima County Community College District.
3. **Administrative Appointment (Faculty)** shall mean a full-time faculty member who is certified as required, and contracted by the College for one-year (academic or fiscal) or one-half year (one semester or six months) to perform the full range of regular faculty duties on a temporary basis, typically when regular faculty positions are temporarily vacant. Administrative Appointments (Faculty) are made non-competitively or on a limited competitive basis.
4. **Administrative Appointment (Instructor)** shall mean a full-time staff member who is certified as required, and contracted by the College for a certain period of time to perform the full range of Instructor duties and responsibilities on a temporary basis, typically when Instructor positions are temporarily vacant. Administrative Appointments (Instructor) are made non-competitively or on a limited competitive basis.
5. **Administrator** shall mean an employee whose principal duties and responsibilities are to provide administrative direction and leadership to the College, or a major division thereof. Placement into this group must be determined and approved by the Chancellor.
6. **Board** shall mean the Board of Governors of the Pima County Community College District.
7. **Campus** shall mean assigned locations, approved community facilities and locations, and/or other locations approved and designated for instruction or instruction related activities.
8. **Classified** shall mean an exempt or non-exempt staff employee in a position defined by the College's classification/compensation system for which generic job descriptions and corresponding pay grade ranges have been established.
9. **Chancellor** shall mean the Chief Executive Officer or his or her designee of Pima County Community College District.
10. **Chief Human Resources Officer** shall mean an Administrator designated by the Chancellor to manage the Colleges human resources function and operations, and ensure compliance for all human resources and personnel matters.
11. **College** or **District** shall mean the Pima County Community College District.
12. **Demotion** shall refer to a College initiated disciplinary action to a classification or position at a lower classification range.

13. **Department** shall mean sub-units or Offices within a College administrative unit.
14. **Dependent** shall mean the employee's spouse and/or child(ren) as declared by the employee's Federal income tax return as a qualified IRS dependent or filed jointly on Federal income tax return.
15. **Employee Group** shall mean exempt staff, non-exempt staff, administrative or faculty (educational support and instructional).
16. **Employee Representative Group** shall mean a duly recognized employee organization eligible to participate in the meet-and-confer process.
17. **Executive Administrator** shall mean the Chancellor, Vice Chancellors and Campus Presidents who have College-wide responsibility in carrying out the policies of the College's Governing Board.
18. **Exempt Employees** shall mean employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
19. **Externally Funded Employment** shall include but not be limited to positions within the Center for Training and Development, Pima College Adult Education, the Public Safety and Emergency Services Institute, Community Education, the Business and Industry Training Division of Community Campus and other programs such as Talent Search, Upward Bound, Title V, and the Child Development Center, etc. When such a program or project is initiated, the Chief Human Resources Officer, in consultation with the Executive Vice Chancellor for Finance and Administration, shall determine the application of the applicable College Personnel Policy Statement to each of its instructors, staff and/or administrative positions. Externally funded positions have 50% or more of the funding coming from resources other than the general operating funds of the College.
20. **Faculty** shall mean full-time regular personnel who carry out the educational mission of the College: instructional faculty and educational support.
21. **Flex Schedule** allows the days of accountability to include day, evening, weekend and recess work assignments.
22. **Flex Year Contract** applies to regular and administrative appointment faculty and allows for the distribution of the days of accountability within the fiscal year period in order to provide for flexible scheduling of instructional services and continuous coverage of advising, registration and library services.
23. **Full-time Employment** means that an employee is scheduled to work 30 hours or more per week.

24. **Interim Appointment** shall refer to a special category of temporary employment of an employee employed on a non-regular basis, but with benefits, as determined by the Administration, with no guaranteed, implied or expressed commitment of continued employment, and whose employment may be terminated at any time, with or without cause and with or without notice.
25. **Non-Exempt Employees** shall mean employees whose positions do not meet Fair Labor Standards Act (FLSA) exemption tests and who are paid one and one-half times their regular rate of pay for hours worked in excess of 40 hours per week.
26. **Part-time Employment** means that an employee has a regular work schedule of less than 30 hours per week.
27. **President of an Employee Representative Group** or his/her designee is the authorized spokesperson for the organization.
28. **Probationary Employee** shall mean an employee who, as a condition of employment, is serving either an initial hire probation period, a position change probation period, or a disciplinary probation period. [See Conditions of Work in the *Classified Exempt Personnel Policy Statement* and the *Classified Non-Exempt Personnel Policy Statement*, and Code of Conduct/Discipline/Grievance Procedure in this Policy Statement.]
29. **Regular Employee** means that an employee:
- a. works in a position (FTE) which is authorized for at least the equivalent to nine months per year and is designated as regular, and;
  - b. is not classified as temporary, and;
  - c. is not serving an initial hire probation period.
  - d. Regular employees in externally funded positions are subject to special employment conditions and/or restrictions.
30. **Supervisor** shall mean an employee who supervises subordinate staff, including selecting, training, motivating, coaching, correcting, evaluating, disciplining, and recommending termination of employees.
31. **Temporary Employee** means an employee assigned to work full-time, part-time, or on an intermittent or as-needed basis for a limited employment period with no guaranteed, implied or express commitment of continued employment. All employment other than regular appointment is considered temporary (see Section II).
32. **Transfer** shall mean a change of assignment of a regular College employee to a vacant position of equal or lesser classification within the same employee group and at the same or other location(s).

33. **Work Unit** shall mean a group comprised of employees that all report directly or indirectly to the lowest level of Administrative Supervisor.

## **L. Personnel Records**

[all employees]

### **1. Establishing and Maintaining Personnel Records**

It is the policy of the College to collect and maintain accurate employment-related information for employees as required by law or regarded as necessary by the College. The Chief Human Resources Officer or designee will maintain all employment records and personnel files and, within the scope of federal and state law where applicable, determine the appropriate content and establish appropriate provisions regarding safeguarding, confidentiality, access and disclosure.

The Human Resources Office is the repository of the employee's official personnel file for regular, temporary staff, and administrators. The Office of the Provost is the repository for the official personnel files for faculty (instructional and educational support regular and adjunct faculty). The Human Resources Office shall also establish and maintain separate safeguarded employment-related files for employee medical information<sup>2</sup>, employee relation matters (grievances, complaints<sup>3</sup>, and discipline), employment records (recruitment, screening and selection of personnel) as well as electronic personnel records. Supervisors and business offices may maintain informal work files. In addition, the Department of Public Safety may maintain employee information in accordance with state requirements.

The information in all personnel-related records and files in any format (including but not limited to hard copy and electronic, microfiche, audio, video, etc.) will be safeguarded and protected from unauthorized disclosure. Personnel information shall not be released without the authorization of the employee or the Chief Human Resources Officer or designee. Unauthorized release of personnel information or failure to appropriately safeguard personnel information may result in disciplinary action up to and including termination.

It is each employee's responsibility to keep personal information such as address, contact telephone numbers and emergency notification current in the personnel file. Other status changes, such as marital status and birth of children, affect benefit and insurance plans and coverage, so it is the responsibility of the employee to notify the Human Resources Office promptly when these changes occur. It is the responsibility of the administrative

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<sup>2</sup> The Employee Service Center maintains files on health insurance and medical information.

<sup>3</sup> Please note that the EEO/AA Office maintains files for discrimination and sexual harassment complaints, as well as ADA accommodation request documentation.

supervisor to ensure that the Human Resources Office is notified of all other employment-related changes in a timely manner.

## **2. Access to Personnel Records and Personnel Information**

Use of and access to personnel files and records is confined to authorized individuals, legitimate business purposes, and authorized public disclosure, including disclosure pursuant to Arizona's Public Records Law (A.R.S. 39-121 et seq). Public information includes, but is not limited to, dates of employment, current/last position held, and current/final salary.

When access to personnel files is granted, the personnel file must be reviewed in the Human Resources Office in the presence of a Human Resources employee (faculty files must be reviewed in the Office of the Provost in the presence of a Contract and Certification Analyst). Exceptions based on legitimate business needs must be authorized by the Chief Human Resources Officer or designee. No documents, papers, forms, or any contents may be added, removed, or altered except as provided in this policy. Access by any person other than the employee or designated Human Resources personnel will be recorded in the personnel file and will include a notation of the name, date and purpose of the person reviewing the file.

## **3. Employee Access to Official Personnel Records**

a. Employees will be permitted reasonable access to their personnel files and records during regular business hours, in coordination with the Human Resources or Provost Office. An employee has the right to:

- (1) Review the contents of his/her file and receive a copy of any documents in the file;
- (2) Respond to any document or correspondence in his/her file and have that response made a part of the file, and;
- (3) Make written request to amend or correct any portion(s) of his/her file that the employee believes is not accurate, relevant, timely, or complete. Such a request is subject to the review of the employee's supervisor(s) and the Chief Human Resources Officer or designee.

b. Upon receipt of a written request to amend or correct any portion of an employee's personnel record, the Chief Human Resources Officer or designee shall:

- (1) Make the amendment or correction requested by the individual, or;

(2) Inform the individual of his/her denial of the request to amend or correct the file, stating the reasons for the denial.

c. Regular full-time faculty and classified staff may grieve the denial of the Chief Human Resources Officer or designee to amend or correct his/her file/record. Such a grievance must be lodged within five work days of the employee's receipt of the denial, and shall commence at Step Three (see Section VI, Grievance Procedure).

#### **4. Access to Official Personnel Records by Other College Employees**

Confidential information or personal data about an employee will not be shared with other College employees without the employee's consent, except for those employees who have a legitimate business need to access, review, and/or modify file documents in any format during the normal course of conducting College business. Employees of the College shall not have access to personnel records without the permission of the Chief Human Resources Officer or designee.

#### **5. Third Party Access and Disclosure**

Unless it is required by law or there is a legitimate business reason, personnel information will not be disclosed or released. Individuals who are not employees of the College shall not have access to personnel records or confidential employee information without the permission of the employee or the Chief Human Resources Officer or designee.

### **M. Use of Information Technology Resources**

[all employees]

A variety of College computing, mail, and telephone systems and services are provided for the use of Pima Community College students, faculty, administrators and staff in support of the programs and services of the College. As with all College resources, they are to be used only for education, institutional and academic development, research, general business operations of the College, including administrative and office support, and public service related to the College mission. All students, faculty, staff and administrators acting within the scope of their employment are responsible for seeing that these systems and services are used in an effective, efficient, ethical and lawful manner.

For the current document of acceptable use of Information Technology resources, please see Appendix G: Acceptable Use of Information Technology Resources.

Use of all College resources is subject to Section V, Code of Conduct/Discipline of this Personnel Policy Statement for College Employees. Unauthorized use or abuse of College resources may result in disciplinary action up to and including termination.

## **N. Use of Mail Services**

College employees conducting official College business are eligible to use the Central Mail System. Mail services include the use of U.S. Postal Service mail (including international mail), inter-campus mail, and in-bound and out-bound courier service (e.g., UPS, Federal Express). The inter-campus mail system is a restricted service provided for the use of administrators, faculty, and staff. It is not available for personal use, private gain, or use by non-College groups for the distribution of mail and programs not sponsored or authorized by the College.

1. All mail addressed to Pima Community College is the property of the College and may be opened by Central Mail Service personnel if the recipient department or College employee (addressee) cannot be identified from information on the outside of the envelope.
2. All mail received by the various College departments is considered official business mail unless marked "personal and confidential". Authorized departmental personnel may open such mail in the absence of the addressee to assure that College educational and business operations are not unduly interrupted by an employee's absence.
3. Employees should not provide a College or campus address for personal mail.
4. Outbound personal mail may be processed through the Central Mail Service as long as it is sealed and the proper postage is affixed.

## **O. Participation in College Activities**

[all employees]

The College encourages employees to become involved in the various councils, committees, and advisory groups of the College, provided such participation does not interfere with the performance of an employee's job duties or the operation of the College. Participation by faculty and administrators is expected as part of their professional responsibilities.

## **P. Employee Identification Number**

[all employees]

All employees will be assigned a random identification number as the primary identifier for use in Pima Community College. Employee identification numbers are computer-generated and cannot be personalized. An employee identification number will not preclude the use of the social security number for Payroll and Human Resources purposes.

## Section II. Employment

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Please refer to SPG-4201/BA “Filling Authorized, Vacant Regular Positions” for more information on recruitment and employment.

### A. Employment Status and Compensation

[all employees]

#### 1. Regular Employees

Regular employees are employees who meet the definition of regular employee in Section I. Regular employment may be full-time or part-time. Full-time regular employees are eligible for College benefits.

Regular positions within the College are assigned to one of the following groups: administrator, faculty (instructional faculty or educational support faculty), or classified staff (exempt or non-exempt). Position duties and responsibilities are determined by the College administration through the office of Human Resources. Compensation for regular positions is based on compensation and classification plans and salary schedules approved by the Governing Board and implemented by the Administration for each employee group.

Administrators and Faculty are contracted personnel. Contracts for Administrators will not exceed one fiscal year. Faculty contracts are for a maximum of an academic year or fiscal year, depending upon the FTE (position) authorization. Nothing in this policy statement, or in any employee group policy statement, creates an express or implied contract or expectation of employment beyond any current contract period.

#### 2. Probationary Employees

a. **Initial Hire:** Classified staff employees whose employment in a regular position is subject to completion of an initial hire probation period. Employees serving initial hire probation periods receive only specified benefits and entitlement. Conversion to the full rights and benefits of regular status is contingent on completion of the initial hire probation period. Probationary employment may be terminated at any time with or without cause or notice and without the right to appeal. However, if discrimination or harassment is alleged, such allegations will be reviewed through internal College procedures. (See *Classified Exempt* and *Classified Non-Exempt Personnel Policy Statement*.)

b. **Position Change:** Classified staff employees whose assignment to another regular position is subject to completion of a position change probation period. An employee

serving a position change probation period may be removed without the right to grieve from the position to which s/he was promoted or reassigned. (See *Classified Exempt* and *Classified Non-Exempt Personnel Policy Statement*.)

- c. **Disciplinary:** An employee serving a disciplinary probation period, imposed as a result of performance or conduct deficiencies.

### 3. Temporary Employees

Employees hired to perform a particular task(s) or assignment or for a particular length of time. They may work full-time, part-time, or as needed. They are ineligible for College-provided benefits, except as specifically stated in the Personnel Policy Statements. All employment other than regular employment is considered temporary. Temporary employment not otherwise covered by an employment contract for a specific duration may be terminated at any time with or without cause or notice and without the right to appeal. Temporary employment includes:

- a. **Adjunct Faculty (Instructional):** Part-time, certificated faculty who are contracted by the College to teach a limited number of load hours for one semester or less. Compensation is based on the Adjunct Faculty load hour rate approved by the Governing Board.
- b. **Adjunct Faculty (Educational Support):** Part-time faculty, certificated as required, who are employed by the College for a temporary educational support assignment for one semester or six months. Compensation is based on the non-instructional faculty rate approved by the Governing Board.
- c. **Faculty Administrative Appointment:** Full-time faculty, certificated as required, contracted by the College for one year (academic or fiscal) or one-half year (one semester or six months) to perform the full range of regular faculty duties on a temporary basis, typically when regular faculty positions are temporarily vacant. Compensation is based on step 00 of the regular faculty salary schedule and on educational levels A (associate's degree), B (bachelor's degree), M (master's degree), and D (doctorate degree) plus educational attainment, as documented by official transcripts, and in accordance with the Faculty Compensation Plan. Upon recommendation of the Campus President and approval by the Chancellor, salary exceptions may be granted in unusual circumstances of substantial difficulty in the recruitment of qualified faculty in a particular field.
- d. **Temporary Classified or Administrative:** Full-time, part-time, or as needed temporary personnel performing staff or administrative duties which have been classified and assigned a salary schedule range in accordance with the classification system approved by the Governing Board and implemented by the Administration. Compensation is based on step A of the appropriate salary schedule pay range, prorated as appropriate, unless an exception is recommended by Human Resources

and approved by the Chancellor, Chief Human Resources Officer, or Campus President.

- e. **Temporary Unclassified:** Part-time, intermittent, seasonal or as-needed temporary limited employment in a general category of unclassified duties; for example, student employment, casual labor, non-credit instructor, or special services. On a periodic basis, pay rates are established for unclassified temporary employees, subject to approval by the Governing Board and any statutory requirements.
- f. **Interim Appointment:** Full-time, non-regular personnel, eligible for benefits, performing staff or administrative duties in an authorized full-time equivalent (FTE) position. Duties have been classified and assigned a salary schedule range in accordance with the classification system approved by the Governing Board and implemented by the Administration. Compensation is based on the appropriate salary schedule pay range, pro-rated as appropriate, unless an exception is recommended by Human Resources and approved by the Chancellor, Chief Human Resources Officer, or Campus President. The employment of Interim Appointments may be terminated at any time, with or without cause or with or without notice. Approval to fill a vacancy through an Interim Appointment requires the approval of the Chancellor or designee. Interim Appointments are not regular College employees.

- 4. All College employment is contingent upon approval by the Governing Board.

## **B. Competitive Employment for Regular Positions**

### **1. Covered Personnel Actions**

In general, competitive procedures apply to initial hire to a regular position and/or promotion to a different regular position with a higher range or pay rate. Competitive procedures may be used, but are not required, for position changes which are not promotions, e.g., reassignment to another position at the same range.

If a trainee, developmental, apprentice or flexibly staffed position is established, competitive procedures are not required for advancement (promotion) to the full performance level of the position, so long as the original position was filled competitively. In this situation, the advancement potential of the position should be included in the competitive job announcement.

Competitive procedures do not apply to reclassification actions or position change actions resulting from reorganizations and realignment of duties or to the temporary assignment of a regular employee to perform higher-level duties for a specified time period. Likewise, competitive procedures are not applicable to employment or re-employment

required by law, directed as a corrective action, or covered by other Board-approved personnel policies.

The Governing Board or the Chancellor may approve other exceptions based on the needs of the College.

## **2. Competitive Procedures**

The College is responsible for establishing the procedures and practices to be used when filling regular positions competitively. The College's recruitment and selection procedures shall be in full compliance with the Equal Opportunity/Affirmative Action Policy and Plan.

- a. Competitive procedures will support the College's policy of equal employment opportunity for all qualified persons without regard to race, color, national origin, religion, sex, sexual orientation, disability, age, or on the basis of membership as set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), or any other basis which is proscribed by law.
- b. Recruitment areas must be sufficiently broad to ensure the availability of highly qualified applicants, taking into account the nature and level of the position, as well as the affirmative action goals of the College.
- c. To be eligible for competitive consideration, applicants must meet the qualification and eligibility standards established for the position and the application/employment process.
- d. Methods of evaluation must be consistent with federal and state laws, regulations, and job-relatedness standards.
- e. The Administration retains the right to select or not select from among a group of finalists referred for selection consideration.
- f. Positions may be filled through appropriate noncompetitive methods; for example, through reassignment of an employee to a position at the same range or pay rate. In deciding which method or source to use, the Administration will consider which is most likely to meet the mission objectives, the needs of the organization, and the College's affirmative action goals.
- g. Administration of the competitive system will include provisions for record keeping oversight, corrective action, and dissemination of necessary information to employees and the public, ensuring that individuals' rights to privacy are safeguarded. The College must maintain a record of each competitive action sufficient to allow

reconstruction of the action, including documentation on how applicants were evaluated.

### 3. **Notice of Job Vacancies**

All competitive opportunities will be posted on officially designated bulletin boards for a minimum period of five work days. The College will determine and make additional distribution depending on the recruitment area identified and the needs of the College. Each job announcement will contain, at a minimum, information on the position title, range (if applicable), location, pay, position requirements or qualifications, and instructions on how to apply. A job announcement may be used to fill multiple positions of the type being recruited for. Refer to Job Opportunities at Human Resources' website at <http://www.pima.edu/pimajobs/> for current openings.

To be considered under the job announcement, all applicants must submit a complete Pima Community College job application to the Human Resources Office by the closing date of the announcement. Applicants must also submit any other required application material by deadlines established by the Human Resources Office.

### 4. **Evaluation of Applicants**

Evaluation of applicants will be based upon job-related factors or methods such as a review of the written application submission, written supplemental statements, test results, interviews, or other job-related evaluation method or combination of methods. Results of reference, background, or supervisory checks may also be considered.

### 5. **Definitions**

For the purposes of competitive employment, the following definitions apply:

- a. **Employee Groups:** Full-time regular classified staff (including non-exempt, exempt, and externally funded personnel), faculty and administrator (except executive level).
- b. **Initial Hire:** Employment for the first time in a regular position with the College.
- c. **Promotion:** Change of a regular employee to a position at a higher classified range within the same employee group or to a higher rate of pay in another employee group.
- d. **Qualified Applicants:** Those who meet established qualifications and eligibility requirements for the position and have applied under a competitive job announcement.

- e. **Reassignment or Position Change:** Change of a regular employee from one position or location to another. (See also “Promotion” when reassignment is to a higher range or rate of pay.)
- f. **Recruitment Area:** Area in which the College makes an intensive search for eligible applicants in a specific competitive action. The *minimum recruitment area* is the area in which the College should reasonably expect to locate enough highly qualified candidates, as determined by the College, to fill positions of that type and range.

## C. Voluntary Transfer Program

[regular employees only]

The Board and its Administration reserve the right to manage its workforce, including the transfer of College employees with or without their consent, when, in its sole discretion determines that the best interests of the College will be served. However, the College also recognizes the importance of allowing current regular employees the opportunity to request voluntary transfer to other available position(s) or location(s).

### 1. Procedures

Requests for voluntary transfer will be considered and decided according to the following provisions

- a. Voluntary transfers may occur within the same employee group within the same salary range or lower;
- b. All of the following conditions must be met before the process for voluntary transfer may be commenced:
  - (1) The position (FTE) is vacant or it is scheduled to become vacant.
  - (2) The position is budgeted and has been authorized and approved for filling.
  - (3) The College Administration has not opted to fill the position pursuant to its own management discretion.
- c. The Human Resources Office will distribute internal notices for positions for which voluntary transfer requests will be accepted;
- d. Interested regular employees who are eligible for transfer and who meet the position requirements may submit a letter of interest and any other requested information to the Human Resources Office not later than the stated deadline.
- e. The decision on an application for voluntary transfer will be based on factors which include, but are not limited to, programmatic and service needs of the transferring and

receiving campus/center/central office, College hiring standards for the position, special skill sets/credentials of the applications, as well as the need for different approaches to the delivery of programs and support services.

- f. The final decisions about a voluntary transfer rest with the executive administrator(s)<sup>4</sup> of the locations involved. In the event they are not in agreement, the Chancellor or designee shall make the final decision.

## 2. **Definitions**

- a. **Transfer** – a change of assignment of a regular College employee to a vacant position of equal or lesser classification within the same employee group and at the same or other location(s).
- b. **Voluntary Transfer** – a transfer initiated by or with the consent of the regular College employee.

## 3. **Other Information**

- a. The voluntary transfer program is not intended to supplant retrenchment or layoff-termination policies and procedures.
- b. Selection or non-selection for a voluntary transfer opportunity is not grievable, unless the employee believes that provision of this policy statement has been violated.
- c. Administration of this program will include provisions for record keeping and oversight.
- d. If a decision is made to not fill an available position by voluntary transfer, a full competitive process open to College employees and the general public may be initiated. If and when a job announcement is issued, all interested employees are encouraged to submit applications for any position which they are qualified.

## D. **Accounting for Work and Leave**

[all employees]

All employees and supervisors are responsible for the accurate and timely accounting of hours worked and/or leave taken in accordance with established payroll procedures and deadlines.

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<sup>4</sup> The administrative positions of Chancellor, Executive Vice Chancellor, Provost, Vice Chancellor and Campus President are designated as executive. Please refer to *Administrative Personnel Policy Statement*, Section VII A.

Adjunct faculty members do not submit time records, but report their absences in accordance with campus procedures.

1. Non-Exempt employees must submit time records to the supervisor with an accurate accounting of all hours worked, including overtime earned and compensatory time banked and taken, and all paid and/or unpaid leave taken.
2. Exempt employees, faculty, and administrators must submit time records on an exception basis (whenever any type of leave time is taken) with an accurate accounting of all paid and/or unpaid leave time taken.
3. Supervisor/Administrative employees must assure that properly completed time records are submitted for assigned employees and review, correct (if necessary), approve, and assure timely submission of time records to the Payroll Office.

The employee and supervisor's signatures on the time record attest to the accuracy of the submission. In the employee's absence, the supervisor shall prepare and submit the time record on the employee's behalf. It is the supervisor's responsibility to assure that retroactive corrections are submitted to the Payroll Office generally within the following pay period.

## **E. Work Locations**

[all employees]

All College employees will be assigned a College work site(s), either at a PCC facility or an other public facility, or a site leased by the College, by the appropriate Executive Administrator. Work sites outside of Pima County require the approval of the Chancellor. Work sites other than an employee's designated College work site(s) are not permissible.

## **Section III. Benefits**

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### **A. Benefit Eligibility**

Employees are entitled to all benefits required by law. The following applies to additional benefits provided by the College to regular employees and to employees serving an initial hire probationary period.

#### **1. Regular Classified Employees and Administrators**

Full-time regular classified employees and administrators are eligible for College-provided benefits. For full-time regular employees working at least 30 hours per week, but less than 37.5, the College shall make its contribution to the cost of health, dental, and life insurance coverage; however, leave accrual and holidays shall be prorated based on the number of hours worked per week.

For full-time regular employees working at least nine months but less than 12 months, the following shall apply:

- a. Annual and/or sick leave do not accrue during periods when an employee is not actively employed as a regular employee or is on leave without pay.
- b. All benefit insurance premiums must be paid by the employee for periods the employee is not actively employed, with the exception of leave under the Family and Medical Leave Act. [See Section IV, I for more information.]

#### **2. Classified Staff on Initial Hire Probation**

Initial hire probationary employees are entitled to all benefits required by law. The following applies to additional benefits provided by the College:

- a. Probationary employees may enroll, if otherwise eligible under the provisions of the College's insurance programs, in the College's group health, life, and/or dental insurance programs.
- b. Annual and sick leave will accrue from the first day of employment, but may not be taken until after completion of the first three months of the probation period. Eligibility for other College-provided leave will also commence after completion of the first three months of the probation period. After completion of three months of the probation period, upon separation from College employment the employee shall be compensated for accumulated annual leave in the form of a lump sum payment.

- c. Eligibility for other College-provided benefits will commence upon successful completion of the probation period.

### **3. Faculty**

Faculty eligibility for College-provided benefit programs is limited to regular faculty working at least 30 hours per week, regular faculty who, by prior approval, have up to 2/5 unpaid release time, or faculty on one-year administrative appointments.

All benefit insurance premiums must be paid by the employee for periods the employee is not actively employed, with the exception of leave under the Family and Medical Leave Act. [See Section IV, I for information.]

The College's contribution to the faculty members' medical, dental and life insurance continues during paid (full-pay or half-pay) professional development leave.

### **4. Interim Appointments and Externally Funded Staff Instructors**

Full-time interim staff and administrative employees, and externally funded staff instructors on a one-year appointment at least 30-hours per week are eligible for College-provided benefits. Leave accrual and holidays shall be prorated based on the number of hours worked per week.

## **B. Health and Dental Insurance**

[full-time regular employees]

Employees will have a choice among medical and dental plans approved by the Board of Governors. Employees may elect coverage for themselves, their spouse or qualified domestic partner, the employee's dependent child(ren), and/or their domestic partner's dependent child(ren) (subject to age restrictions). Information on domestic partner coverage will be made available from the Employee Service Center.

The College pays the full premium for employee only medical and pharmacy coverage. A portion of the cost for dependent coverage is covered by the College. The premium coverage is approved annually by the Board of Governors. Information can be obtained from the Employee Service Center.

Employees may waive medical and pharmaceutical coverage if covered under another qualified group medical plan, such as a medical plan through a retirement plan or a spouse's employer. Employees waiving medical and pharmacy coverage may elect the College to contribute to a Flexible Spending Account on their behalf. The amount to be contributed is approved annually by the Board of Governors.

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides for the temporary extension of medical and dental coverage at the College's group rates in certain instances where coverage under the College's plan would otherwise end. Please refer to Appendix C for more information. All medical information communicated to an insurer or third-party administrator electronically is in compliance with HIPAA requirements. The Chief Human Resources Officer is the College's privacy officer.

**C. Life Insurance**

[full-time regular employees]

The Board shall pay, on behalf of each employee, the premium for Term Life and Accidental Death and Dismemberment insurance at the minimum amount of \$50,000 up to one and one-half an employee's base salary (which ever is greater). An adjustment in the amount of insurance shall be made whenever a permanent change in employment status occurs. College-provided life insurance amounts greater than \$50,000 may be subject to imputed income taxes.

Each employee, in accordance with the approved Life Insurance Plan, shall have the option of subscribing for additional insurance, at the employee's own expense. Information on life insurance coverage will be distributed and can be obtained from the Employee Service Center (Benefits Office).

**D. Maternity Insurance Coverage**

[full-time regular employees]

Medical insurance and HMO plans approved and provided by the College will include coverage for pregnancy-related conditions on the same basis as any other temporary medical disability.

**E. Short-Term Disability Insurance**

[full-time regular employees]

Each regular full-time employee shall be eligible for short-term disability insurance. Short-term disability compensation payments begin after a 60-calendar day waiting period or the first unpaid leave day, whichever is later, from the date of the disability and during which the employee is totally disabled provided the application is completed in a timely manner. If not on paid leave the employee is responsible for payment of insurance premiums (except under FMLA – see Section IV, I). Refer to Section IV, J, Leaves of Absence, for continuation of medical, dental and life insurance during an unpaid leave of absence.

The monthly benefit for an employee for any month is: 1. The lesser of: a) 66 2/3 percent of the employee's basic monthly earnings as of the date of disability rounded to the nearest dollar; or b) \$5,000; and, 2. minus other benefits for that month.

The employee is required to make application for short-term disability benefits as soon as it becomes apparent that the disability may extend for a period of 60-calendar days. Applications are available in the Employee Service Center (Benefits Office).

## **F. Long-Term Disability Insurance**

[employees covered by the Arizona State Retirement System]

### **1. Eligibility and Benefits**

The College and employees covered by the Arizona State Retirement System (ASRS) contribute to the Long-Term Disability Insurance Program. (Employees covered by the Public Safety Personnel Retirement System [PSPRS] for the State of Arizona are subject to the disability provisions of the PSPRS.) If a covered employee has exhausted all benefits under the short-term disability policy and is still disabled, he/she shall be covered by the long-term disability benefits provided by the ASRS. Employees who have selected the Pima Community College Optional Retirement Plan are not covered employees under this provision.

There is a 180-calendar day waiting period, which typically is fulfilled by the initial 60-day waiting period for short-term disability and the 120-day short-term disability coverage period.

The employee is required to make application for long-term disability benefits as soon as it becomes apparent that the disability may extend beyond 180 days. Applications and information are available in the Employee Service Center (Benefits Office).

The employee is required to make application for Social Security Disability benefits as soon as it becomes apparent that he/she will be disabled for six continuous months. The basic monthly benefit is  $66 \frac{2}{3}$  percent of the monthly base salary as of the date of the disability. Benefits begin on the day following the waiting period. Additional benefits received by the employee will be directly subtracted from the basic monthly benefit.

### **2. Status of Persons on Long-Term Disability**

An employee on long-term disability may be separated from employment when the employee is totally disabled (as determined by appropriate medical certification) and unable to be accommodated for the disability in order to return to work (subject to re-employment during the period of protected service) or when the employee has exhausted protected service time. (See 3 below.)

If not on paid leave, the employee is responsible for payment of insurance premiums (except under FMLA – see section IV, I). Refer to Section IV, J, Leaves of Absence, for continuation of medical, dental and life insurance during an unpaid leave of absence.

**3. Protected Service/Eligibility for Return to Employment** [full-time regular employees]

The College provides an employee on long-term disability with a period of protected service during which he/she may return to College employment to a comparable position and same salary placement as held prior to the beginning of disability.

The period of protected service eligibility, as defined below, begins on the last day of work.

<u>Length of College Service</u> (Full-Time Regular Employees)	<u>Period of Eligibility</u>
1 yr. – 3 yrs.	1 year
3 yrs. + 1 day – 7 yrs.	2 years
7 yrs. + 1 day – 10 yrs.	3 years
10 yrs. + 1 day – 15 yrs.	4 years
15 yrs. + 1 day or more	5 years

An employee has no greater right to return to College employment than if the employee had been continuously employed during the period of disability. Therefore, return to employment may be denied if the employment would not otherwise have continued; for example, due to position elimination, lay off, or expiration of grant funding.

Unpaid leaves of absence will be excluded when determining length of College service.

After an unpaid leave, employees must return to work for a period of at least three months before being eligible for additional protected service.

**G. Workers' Compensation**

[all employees]

When a job-related injury causes lost time to an employee, disability compensation is paid to the employee, as provided for under the State Workers' Compensation Law, commencing on the eighth day of disability. If disability extends beyond 14 calendar days, compensation is paid from the date of the disability or the date medical treatment is first sought. Disability compensation is based upon 66-2/3 percent of the employee's average monthly wages or \$2,400, whichever is smaller.

In cases where disability involves more than 14 calendar days and the employee has accumulated sick and/or annual leave, the College, at the option and written request of the employee, will pay the difference between the disability compensation described above and the employee's average monthly wages. Such additional pay shall commence after the 14<sup>th</sup> calendar day of disability and shall be charged against the employees accumulated sick and/or annual leave pay until it is exhausted. In no event shall an employee collect more than 100 percent of his/her monthly base salary.

For any period of absence covered by Workers' Compensation including any portion covered by FMLA leave, the College shall continue to pay its contribution to the employee's health insurance coverage up to 180 days from the date of injury. The employee must continue to pay

his/her portion (for spouse/family health insurance coverage), if any (refer to Section IV, J, Leaves of Absence).

## **H. Employee Liability Insurance**

[all employees]

Liability insurance is maintained for the protection of the College District. Coverage is extended to employees for liability arising from usual duties and responsibilities while acting within the scope and the terms of employment.

## **I. Educational Benefits/Tuition Waiver**

[full-time regular employees and adjunct faculty under contract to teach]

### **1. Full-time Regular Employees**

The Board of Governors and the Administration encourage all full-time regular employees to upgrade their skills and broaden their general knowledge. The educational benefit/tuition waiver allows eligible full-time regular employees who are not serving an initial hire probation period, their spouses, and dependent children to enroll in College courses for a single fee of \$10 per semester. This \$10 fee applies to the regular, resident registration fee (i.e., semester processing fee) as approved annually by the Governing Board. Semester is defined as Fall, Winter Intersession/Spring, and Summer (A, B, C).

Inactive employees who are in a non-pay status are not eligible for the tuition waiver unless they are on approved leave for related professional development reasons or unless the course is part of a College-approved retraining program to facilitate the return to work of an employee on short or long-term disability or Workers' Compensation.

Classified employees may, with the approval of their immediate supervisor, adjust their work schedules to permit time to take credit courses at the University of Arizona or other accredited institutions of higher education during normal working hours, so long as the 37.5-hour work week is observed. If attendance at a credit course has been scheduled by the classified employee's supervisor and approved by the administrative supervisor to meet specific job-related training requirements, attendance will be considered part of the employee's work week.

### **2. Adjunct Faculty under Contract with the College District to Teach Classes**

The Board of Governors and the Administration promote professional development opportunities that will enhance classroom teaching excellence. The adjunct faculty tuition waiver program permits tuition waivers for up to six credit hours per semester while the Adjunct Faculty member is under contract with the College to teach class(es). Semester is defined as Fall, Winter Intersession/Spring, and Summer (A, B, C). No tuition waiver is provided for spouses or children.

3. The **tuition waiver** is not intended to apply to credit-free programs or any special course fees that are assessed for special study programs or unusual circumstances. Students will not be given a tuition waiver and a Pima Community College financial award for tuition and fees simultaneously in any semester.
4. **Other fees** to which this College paid benefit does not apply are:
  - a. Course Repeat Assessment
  - b. Laboratory Fees
  - c. ROTC Deposit
  - d. Business Machine Deposit
  - e. Music Lessons (private)
  - f. GED Testing Fees
  - g. Excessive Loss or Damage
  - h. Lost Books
  - i. Health Science Course Liability
  - j. Returned Check Fee
5. The plan will be implemented with the provision that all eligible applicants will be accepted as funding permits. The Board of Governors reserves the right to deny applications in any year in which an unanticipated number of applicants cause a funding shortfall for the program.

#### **J. Employee Assistance Program**

[regular employees]

The College has in place an Employee Assistance Program (EAP). The EAP provides free short-term counseling and referral services to covered employees and their immediate families. Counseling is strictly confidential and covers a wide range of concerns, such as those related to marriage and family, relationships, divorce and separation, financial concerns, personal and interpersonal problems, eldercare issues, alcohol and other drug problems, stress management, work issues, anxiety and depression. Day, evening, and weekend appointments are available. Emergency help is available by phone 24 hours a day.

A summary of EAP services, with phone numbers, appears in Appendix D. Details of the program may be obtained from the Human Resources Employee Relations or Employee Service Center (Benefits) Offices.

#### **K. State Retirement System and Social Security**

[all College employees as required by law]

Both the employee and the College contribute to the Federal Social Security programs and the Arizona State Retirement System or the Public Safety Personnel Retirement System as required by law. Arizona State Retirement System eligible employees may elect participation in either the Arizona State Retirement System (ASRS) Defined Benefit Plan or the Optional Retirement Plan (ORP) within 30 days of their employment with Pima Community College or within 30 days of their eligibility for participation in ASRS. All employees are encouraged to view the ORP plan documents available on Pima Community College website or the Employee Service Center.

## **L. 403(b) and 457 Voluntary Retirement Savings**

[regular employees and some categories of temporary employees]

These voluntary plans offer employees the opportunity to defer tax on a portion of earnings, by purchasing traditional annuity or mutual fund products through the College's authorized investment companies. Employees are eligible to participate in supplemental retirement plans authorized under the Internal Revenue Service. The amount of the contribution is deducted from the employee's base pay and is not currently subject to federal and state income taxes. Neither the Board of Governors nor its representatives recommends or assumes responsibility for the performance of any company offering TDA programs to College employees. See Appendix E.

## **M. Compensation for Unused Accumulated Sick Leave**

[full-time regular employees]

An employee who, during the term of this policy handbook, retires from the College under the provisions of either the Arizona State Retirement System, Optional Retirement Plan, or the Public Safety Personnel Retirement System and, upon such retirement, has ten (10) or more continuous years of service as a regular employee with the College, shall be paid for unused accumulated sick leave days, in an amount equal to 75 percent of his/her daily rate of pay, to a maximum of \$100 per day, for a maximum of 100 days.

The amount determined in the preceding paragraph shall be payable to the employee at the time of retirement as an adjustment to his/her final pay. This payment may be received only once, and is not available to employees discharged for cause.

A full-time regular employee, with seniority date established on or after July 1, 1999, who separates from the College as a result of his/her death shall be eligible for the sick-leave pay out provision (subject to the above criteria and maximum of ten-thousand dollars). Until June 30, 2004, all full-time regular employees with an established seniority date before July 1, 1999 who separate from the College because of death shall be paid 100 percent of his/her then current rate of pay for all unused accumulated sick leave days. Beginning July 1, 2004, all employees will be subject to the ten thousand dollar maximum sick-leave pay out provision.

## **N. Flexible Spending Accounts for Medical/Dental Expenses and Dependent Care**

[full-time regular employees only]

Full-time regular employees may use pre-tax contributions to pay for certain health care and dependent care services (child or elder day care) not covered by other benefit plans. Employees elect to participate and specify the amount of their contribution during open enrollment. Once made, benefit elections may not be changed during the plan year unless there is a change in family status or other qualifying event. Any amounts left in the accounts at the end of the plan year are forfeited in accordance with Internal Revenue Service (IRS) requirements. The IRS imposes additional participation restrictions on both flexible-spending accounts. Employees should be aware of restrictions and should contact either the plan administrator or a tax advisor

before enrolling. Additional plan information may be obtained from the Employee Service Center (Benefits Office).

A portion of the College's contribution may be applied to a flexible medical spending account, a dependent care (child or elder day care) spending account, or 50% to both accounts, if medical coverage is waived and appropriate documentation is provided.

## Section IV. Leaves

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Leave that is approved and taken must be reported in accordance with Section II, D, Accounting for Work and Leave. Leave may be used and reported in 15-minute increments.

### A. Annual and Sick Leave

Full-time regular and probationary employees, as well as faculty on one-year administrative appointments, are eligible for annual and/or sick leave accrual and use as stated in the Personnel Policy Statement for their specific employee group. For eligible employees scheduled to work at least 30 hours per week but less than 37.5, leave accrual shall be prorated based on the number of hours worked per week. Leave does not accrue during any time period when an otherwise eligible employee is not actively employed or is on leave without pay or other non-pay status.

### B. Personal Days

[full-time regular staff and administrative employees]

At the full-time regular classified staff or administrative employee's request, two work days of personal leave per fiscal year shall be deducted from either sick leave or annual leave. Such request for personal leave is subject to approval by the immediate supervisor or appropriate administrator and should be made at least five work days prior to the personal leave.

Reference the Faculty Personnel Policy Statement for personal days provision for faculty members.

### C. Bereavement Leave

[full-time regular and probationary employees]

A full-time regular or probationary employee, upon giving notice, shall be permitted up to five consecutive work days of leave, with full pay, in the event of a death of a member of the employee's household and/or immediate family. Up to five additional days of sick leave per occurrence may be used, if available, for travel time and/or for attendance at a funeral or memorial activity, if needed. [See Section IV, Leaves, J. Catastrophic Leave.]

A full-time regular employee's household and/or immediate family members shall consist of spouse or domestic partner (when a signed declaration of domestic partnership is on file in the employee's benefit file – refer to Employee Service Center (Benefits Office) or website at <http://www.pima.edu/employee/benefits/index.shtml> for the Domestic Partner Affidavit form), parent, brother, sister, brother-in-law, sister-in-law, parent-in-law, children or step-children, grandchildren, grandparents, son-in-law or daughter-in-law. More distant relatives or a significant person in the employee's life are also included if they were living as a member of the employee's immediate household or if the employee was a major source of financial support or a caregiver.

## **D. Professional Development Leave**

Full-time regular employees may be eligible for professional development leave as stated in the Personnel Policy Statement for their specific employee group.

## **E. Jury Duty or Subpoena**

[all employees as required by law]

Absence from assigned work due to jury duty or subpoena by the courts is to be considered as leave with pay. Employees will immediately notify their immediate supervisor of the summons or subpoena upon receipt thereof. No employee will be subjected to any adverse action because of the length of time spent as a jury member or a witness under subpoena.

While serving on jury duty and away from assigned work, pay received for jury duty, travel reimbursement and per diem expenses may be kept by the employee.

An employee who is a plaintiff or defendant in a civil or criminal action not related to College business must elect to take either annual or unpaid leave. An employee who is a plaintiff against the College must elect to take annual or unpaid leave for time away from work not performing assigned duties.

Time during the regularly scheduled College work day not actually required for jury duty is to be utilized in performance of the employee's assigned duties. Should the employee be released from jury duty with more than half the work time remaining, then the employee is expected to return to work or obtain approval from his/her supervisor for flex or annual leave usage.

## **F. Leave under Arizona's Victim Leave Act**

[all employees as required by law]

Employees are eligible for leave and certain job protections if they are a victim of a crime in accordance with ARS §8-420 (for victims of juvenile offenses) and ARS §13-4439 (for victims of adult crime). Employees covered by this provision are entitled to attend all court proceedings involving the perpetrators of their crimes and may take time off to do so, including any trials, and preliminary and post-trial hearings.

Employees must provide the Human Resources Office with the following prior to taking any leave time off under this policy provision:

1. a copy of the notice received from law enforcement or the prosecutor regarding his/her status as a crime victim and his/her rights, and;

2. a copy of the notice of any scheduled proceedings, if applicable.

An employee must use accrued annual leave and/or personal leave for any period of absence under this provision. An employee may choose to substitute accrued sick leave to attend court appearances. Employees taking leave under this provision are entitled to receive health benefits while they are on leave under the same terms and conditions as when they were on the job. The Chief Human Resources Officer can limit the leave an employee takes if it is determined that the leave creates an undue hardship to the College.

### **G. Military Leave**

[all employees as required by law]

Under the provision of A.R.S. 38-610, officers and employees of the state, or any county, city, or town, or any agency or political subdivision thereof, shall be granted leaves of absence from their duties without loss of time, pay, or efficiency rating, on all days during which they are employed on training duty or to attend camps, maneuvers, formation or drills under orders with any branch, reserve or auxiliary of the Armed Forces of the United States, for a period not to exceed 30 work days in any two consecutive fiscal year.<sup>5</sup> The period of time spent in training under orders shall not be deducted from the annual leave with pay to which an officer or employee is otherwise entitled. Valid evidence of orders must be presented through the immediate supervisor to the Human Resources Office to assure continuation of salary while on leave.

When military duty/orders extend beyond the 30 work days in any two consecutive years, the time shall be taken as unpaid military leave unless employee elects to use accrued annual leave. Employees who return to work from active duty shall have additional benefits as required by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

### **H. Emergency Treatment Leave**

[all employees as required by law]

Leave without loss of pay shall be granted for emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending verified, required physician appointment(s) specifically for treatment of the job related injury. The employee must notify the Employee Service Center (Benefits Office) of the incident and the status of his/her condition in accordance the College's Occupational Safety and Health Administration (OSHA) and Workers' Compensation reporting requirements.

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<sup>5</sup> Fiscal year means the fiscal year of the United States Government which starts October 1<sup>st</sup>.

## **I. Leave Under the Family and Medical Leave Act**

[all employees]

This section defines the legal requirements of the Family and Medical Leave Act. Nothing in the Personnel Policy Statements, or any other document pertaining to personnel policies for Pima County Community College District, shall diminish the rights embodied in the FMLA. However, since College leave policies are more generous, the College policy may be used to provide additional leave. *Refer to Section IV J. for additional leave benefits provided by the College.*

### **1. General**

a. The Family and Medical Leave Act (FMLA) of 1993 grants eligible employees up to twelve work weeks of unpaid leave for:

- (1) the birth or care of a newborn child or placement of a child with the employee for adoption or foster care;
- (2) a serious health condition that makes the employee unable to perform any one of the essential functions of the employee's job, or;
- (3) the care for the employee's child, spouse or parent with a serious health condition.

Because College policy permits up to sixteen weeks of parental leave upon the birth or adoption of a child, an employee may use up to twelve weeks of FMLA leave, plus up to four additional weeks of parental leave for this purpose. *(Refer to Section J. for College provision for maternity and parental leave of absence.)*

b. On January 28, 2008, the Family and Medical Leave Act was expanded. Under the new law, eligible employees are entitled to the following:

- (1) Family Leave due to a Call to Active Duty, which  
Provides an eligible employee up to 12 weeks of leave to deal with issues related to a family member being on active duty or having been notified of an impending call or order to active duty in the Armed Forces.
- (2) Caregiver Leave for an Injured Service Member  
Provides eligible employee (i.e., spouse, son, daughter, parent, or next of kin) up to 26 weeks of leave during a single 12-month period to care for a family member who suffered an injury or illness while on active duty in the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in

outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

- c. **The College designates an eligible employee's paid or unpaid leave for FMLA-qualifying reasons as FMLA leave and counts it against the employee's total FMLA entitlement.** This designation will be based on information received from the employee or the employee's spokesperson and shall occur following receipt of sufficient information demonstrating that the leave is being or has been taken for a reason that qualifies for FMLA leave.
- d. The specific provisions of the FMLA and related regulations will govern in determining entitlement and eligibility under the FMLA. The Chief Human Resources Officer or designee will determine eligibility or entitlement in the event of a question or dispute.

## **2. FMLA Entitlement**

### **a. Leave**

An employee who satisfies the eligibility requirements under the FMLA may be granted up to a total of twelve work weeks of unpaid leave within a twelve-month period. Leave may be taken on an intermittent or part-time basis under certain circumstances.

### **b. Restoration to Employment**

At the end of leave granted under the FMLA, the employee shall be entitled to the same or equivalent position with the College. (Special rules apply to employees in the highest paid ten percent of the employees of the College and may affect employment restoration upon the expiration of leave.)

### **c. Health Benefits Coverage**

Employees taking FMLA leave are entitled to receive health benefits while they are on leave under the same terms and conditions as when they were on the job. At the end of the FMLA leave, employee benefits will be resumed in the same manner and, in general, at the same levels as provided when the leave began. Under certain circumstances, the College may recover its health benefits contributions for the period of FMLA leave if the employee does not return to work.

### 3. Definitions

The following general definitions are provided; however, definition information in the law and regulation will be determining.

**a. Eligible employee** – An employee who:

(1) has worked for the College for at least twelve months, and;

(2) has worked for the College for at least 1,250 hours in the previous twelve months, and;

(3) works at or reports to a work site which has 50 or more employees or is within 75 miles of work sites that taken together have a total of 50 or more employees.

**b. Parent** – The biological parent of an employee or an individual who stood *in loco parentis* to an employee when the employee was a son or daughter.

**c. Serious health condition** – An illness, injury, impairment, or physical or mental condition that involves:

(1) inpatient care (overnight stay), including any period of incapacity due to the serious health condition, treatment, or recovery, or subsequent treatment in conjunction with such inpatient care, or;

(2) continuing treatment by a health care provider that involves:

- a period of incapacity of more than three consecutive calendar days, and any subsequent treatment or periods of incapacity relating to the same condition that involves two or more treatments or a regimen of continuing treatments.
- any period of incapacity due to pregnancy, or for prenatal care.
- any period of incapacity or treatment for incapacity due to a chronic serious health condition.
- a period of incapacity which is permanent or long-term due to a condition where treatment may not be effective.
- a period of absence to receive multiple treatments, including any period of recovery.

- d. **Son or daughter** – A biological, adopted, or foster child, a step-child, legal ward, or a child of a person standing *in loco parentis*, who is under age 18, or who is age 18 or over, and incapable of self-care because of mental or physical disability.
- e. **Spouse** – A husband or wife.

#### 4. **Miscellaneous Provisions of the Family and Medical Leave Act**

- a. Spouses who are both employed by the College and who are both eligible employees are entitled to a combined total of twelve work weeks of FMLA-covered leave during any twelve-month period for the birth or placement of a child or to care for a parent with a serious health condition. *However, because College policy permits up to sixteen weeks of parental leave upon the birth or adoption of a child, each spouse/employee may use additional leave time as described in Sections J.1.b and J.4.*
- b. An employee must use accrued sick leave for FMLA leave if the use of sick leave is otherwise appropriate under the College's sick leave policies.

An employee may elect to use accrued annual leave and/or personal leave for any period of FMLA leave not covered by sick leave.

- c. Leave under the FMLA will not result in the loss of any previously accrued seniority or employment benefits. However, unpaid FMLA leave will not be credited for seniority or length of service.

#### 5. **Leave Requests and Required Certification**

- a. Employees are encouraged to notify their supervisors as soon as they anticipate an absence for FMLA-qualifying reasons. If the necessity for the leave is foreseeable, the employee shall provide at least thirty days' notice before the leave is to begin. If the leave must begin in less than thirty days, the employee shall provide such notice as is practicable. The notice shall include the anticipated timing and duration of the leave. FMLA leave requests must be submitted in writing to the supervisor by the employee or by the employee's personal or family representative, if the employee is unable to do so.
- b. If the leave request is based on a serious medical condition of the employee or the employee's spouse, child, or parent, the leave request must be supported by a certification issued by the health care provider of the employee or the ill family member. Medical certification may also be necessary to support requests for intermittent or part-time leave or to support other provisions of the FMLA. If an employee fails to provide requested certification in a timely manner, the College may delay the leave until adequate certification is submitted. To maintain confidentiality,

the medical certification and all related documents should be filed directly with the Employee Service Center (Benefits Office).

- c. Upon learning that an employee has been absent for more than five days, or is requesting/taking leave for a possible FMLA-qualifying reason, the supervisor is responsible for providing written notice to the employee within two business days (absent extenuating circumstances). (A form letter is available for this purpose at Employee Service Center (Benefits Office). The supervisor is responsible to forward the Notification of Family and Medical Leave (FML) to the Employee Service Center (Benefits Office) for verification of eligibility and approval.
- d. The College may require a second medical opinion (at the College's expense), periodic recertification of the serious health condition (at the employee's expense), or a fitness for duty report to return to work (at the employee's expense) when reasonably appropriate to do so. A third medical opinion (at the College's expense) may be requested if the first two medical opinions are inconsistent.
- e. The supervisor must forward copies of all additional FMLA leave requests to the Employee Service Center (Benefits Office).

## **6. Determining Remaining Balance of Family and Medical Leave**

The College uses a rolling 12-month period upon which to base FMLA leave eligibility. Under the rolling method, each time FMLA leave is taken, the available leave entitlement is the balance of the 12 weeks not used during the previous 12-month period. For example, if the employee's proposed leave begins October 15, the 12-month leave year begins October 16 of the prior year. If the employee used any FMLA leave time during the leave year period, the 12-week maximum is reduced by that amount. Future requests for FMLA leave move the date for calculating the 12-month "leave year" up to the date the subsequent leave is proposed to begin. A "leave year" always starts 12-months prior to the date the current leave request begins.

## **7. Confidentiality**

The supervisor and others involved on a limited need-to-know basis must maintain confidentiality with regard to personal and/or medical information provided with a leave request. In addition, all medical certifications or other medical documentation must be submitted to the Employee Service Center (Benefits Office) for retention to maintain required confidentiality safeguards and protect against unauthorized disclosure. Generally copies of medical certifications should not be provided to the supervisor. Medical documents should be submitted directly to Employee Service Center (Benefits Office), in a sealed envelope marked "Confidential," and shall not be retained in the supervisor's work folders.

## **8. Compliance and Enforcement**

It is illegal for the College to interfere with, restrain, or deny the exercise of any right provided by the FMLA, or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for being involved in any proceeding under or relating to the FMLA. Employees have the right to submit a grievance or complaint concerning the College's administration and application of the FMLA. Eligible employees have the additional right to file complaints with the U.S. Department of Labor or to bring civil action. Please contact the Human Resources Office for further information.

## **J. Leaves of Absence**

[full-time regular employees]

Leaves of absence with or without pay may be granted to employees in order to maintain continuity of services in instances where unusual or unavoidable circumstances require prolonged absence. For purposes of this policy, a "leave of absence" is defined as an excused absence with or without pay beyond ten work days. Leaves of absence may be granted for a period up to one year. Request for a leave of absence is made in writing by the employee to the supervisor. Copies of approved requests for leave without pay, accompanied by appropriate Personnel Action Form, must be submitted to the Employee Service Center (Benefits Office). For approved medical or maternity leave, all accrued sick leave must be used before unpaid leave becomes effective. (See page 38 for information on leaves under the Family and Medical Leave Act [FMLA].) An employee may elect to use accrued annual leave and/or personal days during an approved leave of absence.

No loss of accumulated seniority with the College will occur as a result of a paid leave of absence. An employee on an unpaid leave will not be credited for seniority or length of service unless on approved FMLA or military leave. An employee on unpaid leave of absence (including unpaid absences eligible for donated leave) does not accrue vacation and sick leave for the duration of the unpaid leave.

Upon return from an approved leave of absence (i.e., timeframes established below) the employee will be entitled to return to the same, or substantially equivalent, position with the College.

Employees taking FMLA leave (paid or unpaid) are entitled to receive health benefits while they are on leave under the same terms and conditions as when they were on the job. For any period of absence covered by the FMLA, including eligible portions of leaves such as Workers' Compensation or short-term disability, the College continues to pay its portion of the cost of health and dental insurance coverage and the employee continues to pay his/her portion, if any.

[See Section IV, I.] In addition, the College will continue to pay its portion of the cost of the employee's health insurance coverage, up to a maximum of 12 weeks, when an employee is on an approved unpaid leave of absence to care for a critically ill domestic partner (i.e., domestic partner affidavit on file). For an approved FMLA or unpaid leave of absence to care for a critically ill domestic partner, the College will continue to pay its portion of health and dental benefits if the employee continues to pay the employee's portion, if any, of these premiums on the first of each month. If the employee chooses not to pay his/her portion of the premium, and thus loses coverage during the FMLA leave, upon return to work, the employee will be immediately restored to coverage equivalent to what the employee would have had the leave not been taken.

During an unpaid leave of absence other than an FMLA leave, an employee may continue insurance coverage for a period not to exceed one year if allowed by insurance policies in effect at that time. The employee must pay the entire cost of his/her group medical, dental, and life insurance coverage election. Employees on leave should consult with the Benefits Office to ascertain the provisions of a particular policy.

Arrangements for payments must be made with the Employee Service Center (Benefits Office) and payment must be received by the first of the month. If the employee's premium payment is more than 30 days late, the College will cease to maintain health, dental and life insurance benefits for the period of the leave.

## **1. Medical Leave**

- a. A medical leave of absence for the employee's own illness may be granted for up to sixteen weeks (including up to twelve weeks under the FMLA) when supported by a physician's statement. The statement must include a potential date when the employee will be able to return to work. The estimated date of return serves as the expiration date of the medical leave. At that time, the employee is expected to provide a physician's statement which either releases the employee for work or explains that the employee is not physically able to return to work at that time. In the latter case, the College may require a second medical opinion before approving additional time.

If an illness results in total disability and all accrued sick days have been used, the leave of absence is considered a medical leave.

- b. An employee who is required to provide care to his/her spouse or domestic partner, dependent child or parent with a serious illness or health condition may be granted a leave of absence for up to twelve weeks (including any leave under the FMLA) when supported by a physician's statement.

The supervisor and others involved on a limited need-to-know basis must maintain confidentiality with regard to personal and/or medical information provided with a leave request. All medical and other documentation associated with the leave must be

submitted to the Employee Service Center (Benefits Office) for retention to maintain required confidentiality safeguards and protect against unauthorized disclosure (medical documentation should be submitted in a sealed envelope marked “Confidential”.) Refer to Employee Service Center (Benefits Office) or website at <http://www.pima.edu/employee/benefits/index.shtml> for the Affidavit on Domestic Partnership which must be signed and presented to Human Resources Benefits to receive leave authorization.

## **2. Maternity Leave**

A maternity leave of absence is considered under the provisions of medical leave. The employee must begin the leave of absence when she cannot perform her job adequately because of the pregnancy or if there is a threat to her safety or health by continuing to work. The length of time for a maternity medical leave of absence is determined by the physician, but is typically 6-8 weeks. Additional leave may be authorized under the Parental Leave provisions outlined in J.4. (i.e., a total of 12-weeks under the FMLA and an additional 4-weeks under College policies.)

## **3. Personal Leave**

A personal leave of absence to handle pressing personal obligations or for a professional growth opportunity not otherwise covered under the College’s professional development program, may be granted to an employee up to a maximum of one year. To be eligible, the employee must have maintained a satisfactory record of employment with the College for a minimum of one year. As a further condition, the employee’s personal leave must not cause harm to the College’s operations. The employee must be available to return to regular employment on or before the expiration date of the leave.

## **4. Parental Leave**

Employee shall be granted, upon request, leave of up to sixteen weeks (including up to twelve weeks under the FMLA) upon the birth or adoption of a child.

## **5. Catastrophic Leave**

An employee may request up to four weeks of leave for an extraordinary emergency circumstance or unexpected family crisis that requires an employee’s absence from work.

## **K. Voluntary Leave Donation Program**

[full-time regular employees]

### **1. Purpose**

The Pima Community College Voluntary Leave Donation Program allows eligible employees to voluntarily donate accrued annual or sick leave to another eligible employee facing substantial loss of income as a result of his/her own serious health

condition or his/her absence necessary to care for a family member with a serious health condition. Accrued sick leave may be voluntarily donated if the use of sick leave is otherwise appropriate under the College's sick leave policy. Employees may donate annual leave to eligible employees for the birth or care of a newborn child or placement of a child with the employee for adoption or foster care.

This program is for a serious medical illness, injury or disability which requires hospitalization and/or convalescence or recuperation in an extended care facility or at home while under the care of a licensed health care provider. It is not intended for short-term leaves due to routine or non-extraordinary illness.

Leave must be donated to a specific employee; it is not a leave bank.

## 2. Definitions

The following definitions apply for the purpose of the leave donation program:

**Donor** – an employee who meets the eligibility requirements to donate leave to another employee and whose participation in the program has been approved by the Chief Human Resources Officer or designee.

**Employee** – a regular benefit eligible employee of Pima Community College.

**Family Member** – an eligible employee's spouse, child, or parent, as defined by the Family and Medical Leave Act (FMLA) or domestic partner (affidavit on file in Human Resources is required).

**Medical Documentation** – certification issued by the health care provider (as defined by the FMLA) of the employee or the employee's family member, which includes medical information about the health condition, including the date the condition commenced, the probable duration of the condition, and either the employee's inability to perform the essential functions of his/her job or the requirement for the employee to provide care for the family member.

**Recipient or Potential Recipient** – an employee with a serious health condition, or who is required to provide care to a family member with a serious health condition, or is the parent of a newborn child or a child who has been placed with the employee for adoption or foster care, who is eligible to receive leave donations and whose participation in the program has been approved by the Chief Human Resources Officer or designee.

**Serious Health Condition** – an injury or illness that seriously incapacitates an employee or family member. In the case of the employee, the individual cannot perform the essential duties of the job held.

**Substantial Loss of Income** – no income for at least 10 consecutive regular work days because annual and, if appropriate, sick leave accounts are exhausted. (The 10-day requirement for substantial loss of income does not apply in cases of death.)

### 3. Requirements to Receive Donated Leave

- a. To be eligible to receive donated leave, an employee must be a full-time regular employee with, or have an eligible family member with, a serious health condition that requires the employee's absence from work and that results in a substantial loss of income. The parent of a newborn child, or a child who has been placed with the employee for adoption or foster care, may be eligible for donated annual leave. Employees who are on approved FMLA leave are automatically eligible for donated leave provided that they are not receiving short-term or long-term disability benefits. Employees who have been approved for short-term or long-term disability are not eligible to participate or to continue participation in the leave donation program. Employees are ineligible to use this policy during any disciplinary suspensions or if they are receiving or have applied to receive Workers' Compensation benefits.
- b. Employees are eligible to receive donated leave for a maximum of 60 days per calendar year. Any awarded donated leave time will be prorated based on the employee's regular scheduled hours worked. Donated leave used on a part-time basis (i.e., regular work day is less than a 7.5 hours) will be considered as full days for the purpose of establishing days of eligibility for donated leave.
- c. An eligible employee who wishes to participate in the program as a potential leave recipient **must be on an approved medical or parental leave of absence and/or, if applicable, approved FMLA leave**. In addition, a staff or administrative employee who is on maternity or parental leave who has exhausted FMLA leave may be eligible for donated annual leave for the balance of the approved leave subject to the maximum per calendar year. The employee shall complete an *Application to Receive Donated Leave* form and submit it through supervisory channels to the Human Resources Benefits Office. Employees who are on approved FMLA leave and who have or will exhaust all available paid leave are automatically eligible and do not need to complete an application. If the employee is not capable of completing the application, a personal representative may submit the application on his/her behalf. Medical documentation must be attached to the application unless current documentation has already been provided to the Benefits Office. (Medical documentation should be submitted in a sealed envelope marked "Confidential".) The injury or illness must be confirmed in writing by a health care provider chosen by the employee, and if required, subject to reconfirmation by a physician chosen by the College at the College's expense.
- d. Eligible employees must first exhaust all annual, personal and, if otherwise appropriate, sick leave before receiving donated leave. Therefore, the application should be submitted when the employee has used or expects to use all accrued leave.

- e. The Employee Service Center (Benefits Office) will review the application and supporting medical documentation. If the employee is eligible to participate in the program as a leave recipient and the employee's absence has been approved in accordance with College policies, the Chief Human Resources Officer or designee will approve the application and forward to the Employee Service Center (Payroll Office), who notifies the employee. If the application is not approved, the employee will be advised of the reason. **Failure to give notice of the absence at initial qualifying illness or injury or to provide supporting medical documentation may result in denial of donated leave.**
- f. Donated leave may be substituted retroactively for the leave without pay if all other requirements of this program have been met.
- g. If the employee receives a medical release for return to work on a part-time basis (either fewer hours per day or fewer hours per week than the employee's regular schedule), the employee may continue to receive and use donated leave for the balance of the regular work schedule until medically released for full duty. In this instance, donated leave may be used and will be paid only for the difference between the employee's temporarily reduced work schedule and the employee's regular schedule.
- h. Annual and sick leave does not accrue while on donated leave.
- i. The College may elect to recover any donated leave contributions if the employee terminates employment with the College.

#### 4. Donating Leave

- a. Any employee who has been approved to participate as a leave recipient should contact potential leave donors.
- b. An eligible employee who wishes to donate accrued leave to an approved leave recipient may do so by completing a *Request to Donate Leave* form and forwarding it to Employee Service Center (Benefits Office).
- c. Leave may be donated to any eligible employee except the supervisor(s) of the donor or the supervisor(s) of the donor's relative(s), if any.
- d. Donated leave requests are processed as received on a "first-in" basis.
- e. Leave must be donated in one-hour increments. Donors may not deplete their own **annual leave balance below 75 hours** for full-time administrative and classified staff employees or their own **sick leave balance below 300 hours** for full-time administrative, classified staff and Education Support Faculty **and 216 hours** for Instructional Faculty. Donors may donate a maximum of 75 hours for full-time

administrative, classified staff and Education Support Faculty and 54 hours for Instructional Faculty (equivalent to 10 workdays) of sick leave per calendar year.

- f. Employees are not eligible to donate sick leave fifteen workdays or less before separation from the College or if becoming ineligible for sick leave accrual.
- g. Sick leave may be donated only for situations covered by College sick leave policy.
- h. The Employee Service Center (Benefits Office) will review the *Request to Donate Leave*. If the employee is eligible to participate in the program as a donor, the Chief Human Resources Officer or designee will approve the request, and certify that leave may be donated (transferred) from the account of the donor to the account of the recipient. The Employee Service Office (Payroll Office) will notify the donor and recipient of the approval to participate. If the request is not approved, the employee will be advised.

## **5. Hours/Value of Transferred Leave**

The dollar value of the leave from the donor will be proportionately adjusted in relation to the salary of the recipient.

Example 1: A donor earning \$12 an hour donates two hours of leave to a recipient earning \$6 an hour. The recipient will receive four hours of transferred leave ( $\$12 \times 2 \text{ hours} = \$24$ , divided by  $\$6 = 4 \text{ hours}$ ).

Example 2: A donor earning \$6 an hour donates two hours of leave to a recipient earning \$12 an hour. The recipient will receive one hour of transferred leave ( $\$6 \times 2 \text{ hours} = \$12$ , divided by  $\$12 = 1 \text{ hour}$ ).

## **6. Transferred but Unused Leave**

If the recipient separates from College employment, returns to full-time work prior to using all donated leave, or is otherwise ineligible for donated leave, unused leave donations will be transferred to the sick leave account of the recipient (maximum of two weeks total), to another eligible employee, or returned to the donor, based on the donor's instructions via the College's Donated Leave Program.

The Employee Service Center (Benefits Office) is responsible for coordinating donations, reviewing applications and authorizing eligibility for use of Donated Leave.

## **7. Payroll and Timekeeping Action**

- a. The Employee Service Center (Payroll Office) will calculate the number of leave hours to be transferred to the recipient.
- b. Payroll will notify the employees (donor and recipient), their supervisors, and Employee Service Center (Benefits Office) of the leave transferred and leave balances.

- c. Recipients and/or their supervisors will submit or amend time cards to reflect the unpaid leave. Payroll will allot donated time to cover the recipient's leave without pay for the serious health condition.
- d. The Employee Service Center (Benefits Office) will determine appropriate contributions for insurance coverage and notify the employee of any action or contributions necessary to retain coverage.
- e. The Employee Service Center (Payroll Office) will assure that approved donated leave requests are correctly transferred to the designated recipient, and any donated hours not used by the designated recipient are transferred to the sick leave account of the recipient (maximum of two weeks total), another eligible employee, or returned to the donor, based on the donor's instructions.
- f. The Employee Service Center (Payroll Office) will maintain appropriate pay and timekeeping documentation.

## **Section V. Code of Conduct/Discipline**

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### **A. Preamble**

[all employees]

It is the policy of the College that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the College and for the benefit and safety of all visitors, students and employees. All College employees are expected to contribute to a productive and cooperative effort to conduct the business of the College and to serve the students and the general public. Further, College employees have a responsibility to the College and the community to conduct themselves at the highest level of ethical standards.

Conduct that interferes with operations, discredits the College, or violates performance or ethical standards will not be tolerated. Such conduct will result in the implementation of the Corrective Action Procedure, Disciplinary Procedure, and/or other appropriate action depending upon the situation. The Corrective Action Procedure attempts to assist and encourage College employees to correct unsatisfactory personal conduct and/or improve their job performance through a series of discussions, meetings, and action plans. Disciplinary actions, when necessary, will be recommended, authorized, and carried out as described in the Disciplinary Procedure. The employee may elect to grieve (Section VI) decisions made and/or actions authorized as a result of either the Corrective Action or Disciplinary Procedures.

### **B. Code of Conduct and Standards of Behavior for Employees**

[all employees]

1. All employees are expected to conduct themselves and behave with professionalism, courtesy, integrity, and with the highest level of ethics. Such conduct includes, but is not limited to:
  - a. Cooperating with other employees and treating all students, visitors, other employees, and members of cooperating agencies or businesses in a courteous and considerate manner;
  - b. Reporting to management unethical or illegal conduct, or conduct suspected to be unethical or illegal, by employees or students;
  - c. Maintaining high standards of honesty and integrity, free from personal considerations, bias, or favoritism.
2. Employees are expected to perform their assigned duties in accordance with established timelines, standards of quality, and College Policies. This includes, but is not limited to:

- a. Meeting established quality standards in a timely fashion;
  - b. Protecting and conserving College property and resources;
  - c. Employing all appropriate safeguards and practices to ensure the safety of students, employees, and visitors;
  - d. Reporting ready for work at the assigned starting time and at the proper work location, and notifying the supervisor in advance of any absence from work or the inability to report to work on time.
3. Employees are expected to comply with Federal, State, County, and Municipal laws and regulations as well as the Policies and Procedures of Pima Community College. Additionally, employees will avoid any actions that create the appearance of violating the law or College policy, regulation or procedure.
4. In order to assist employees in their efforts to meet the expectations of the College, supervisors shall:
- a. Be familiar with College policies and procedures that affect assigned personnel;
  - b. Substantiate each apparent violation of policy or procedure or instance of unsatisfactory performance before taking action;
  - c. Ensure that prompt and appropriate disciplinary action is administered in accordance with the Corrective Action Procedure;
  - d. Consult with Human Resources for assistance prior to initiating corrective or disciplinary action.
5. The following conduct is prohibited and any employee engaging in such conduct, attempting to engage in such conduct, or aiding another employee is subject to the Corrective Action and/or Disciplinary Procedures. The examples below are illustrative of the behavior that will not be permitted, but are not intended to be all-inclusive:
- a. Reporting to work under the influence of alcohol and/or illegal drugs or narcotics; the use, sale, dispensing or possession of alcohol and/or illegal drugs or narcotics on College premises, while conducting College business, or at any time which would interfere with the effective conduct of the employee's work for the College; the use of illegal drugs; or testing positive for illegal drugs;
  - b. Fighting or assault on a fellow employee, visitor or student; using language, actions, and/or gestures which are threatening, intimidating, abusive, obscene, or profane; engaging in any form of intimidation, harassment, sexual harassment, discrimination, or contributing to an offensive, hostile environment; disorderly or disruptive conduct;

- c. Refusing to follow College policies, regulations, and procedures or management's instructions concerning a job-related matter, except in cases where the safety of the employee may be endangered or in cases where the action is illegal or unethical;
- d. Possessing firearms or other weapons on College property, except as required by the job;
- e. Stealing, destroying, defacing, misusing or using College or another person's property without authorization;
- f. Lying or intentionally falsifying, altering or withholding relevant information from any College record or report, failing to notify the College of a felony conviction or the loss of a license or certificate required for the position, or failing to cooperate in a College investigation or audit;
- g. Abusing sick leave or demonstrating a pattern of sick leave use without required medical documentation; or having unauthorized absences from work;
- h. Using an employee's official position for personal gain, using confidential information for personal advantage or to further any private interest; accepting or soliciting, directly or indirectly, any gift or item of other than modest monetary value from any person or entity seeking action from, doing business with, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties;
- i. Engaging in outside employment or activities that conflict with official College duties and responsibilities, or that tend to impair the capacity for performance of duties and responsibilities in an acceptable manner, or that create a real or apparent conflict of interest;
- j. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
- k. Disclosing information of a confidential nature to unauthorized persons;
- l. Conducting personal business during work hours and/or on College premises;
- m. Gambling on College property.

**C. Reporting Violations of Law and College Policy (Whistle-blowing)**

[all employees]

Every employee has the responsibility to report violations of Federal, State, County, Municipal laws or regulations, College policies or procedures, or failures to meet the standards of professionalism and ethical conduct expected by the College which the employee has reason to believe have occurred or will occur. For violations of Federal, State, County, or Municipal laws,

the report should be made to an Executive Administrator<sup>6</sup>, the College's Internal Auditor, or the campus police as appropriate. Violations of College policy should be reported to the specific employees designated by the appropriate complaint procedure. If no complaint procedure is applicable, the report should be made to an executive administrator.

A finding that any employee, supervisor, or administrator has violated, is violating or intends to violate the Federal, State, County, Municipal laws or regulations, College policy or procedures, or is failing to meet the standards of professionalism and ethical conduct expected by the College will subject the employee to appropriate corrective or disciplinary action, up to and including termination.

#### **D. Whistle-Blowing Protection**

[all employees]

Retaliation against any employee for filing a complaint, whistle blowing, or participating in an investigation is strictly prohibited. The College prohibits any form of retaliation against employees for bringing bona fide allegations or providing information about violations of law or College policy to the attention of the College.

Employees who, in good faith, report what they believe to be workplace violence, a violation of law or College policy, or who cooperates in any investigation will not be subject to retaliation. However, if an employee knowingly makes erroneous allegations or provides false information, then, depending on the circumstances, the employee may be subject to disciplinary action, up to and including termination.

Any employee who believes he/she has been a victim of retaliation for reporting workplace violence, a violation of law or College policy, or in an investigation should immediately contact the Chief Human Resources Officer or his/her designee.

#### **E. Investigations**

[all employees]

It is the responsibility of all employees to comply with the College's Code of Conduct, policies, procedures, and standards of job performance; any noncompliance must be remedied. It is the responsibility of the appropriate supervisor or administrator to assure compliance with the College's Code of Conduct, policies, procedures, and standards of job performance and to investigate, or initiate investigation of, any allegations of non-compliance. All investigations will be conducted promptly and will provide due process for all participants in the investigation. All College investigations shall be conducted in an impartial and as confidential a manner as possible in accordance with College policy, and State and Federal laws. All employees are expected to cooperate in ongoing investigations. Tape recording of investigatory meetings will only be permitted if all parties at the meeting agree.

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<sup>6</sup> The administrative positions of Chancellor, Vice Chancellor, and Campus President are designated as executive. Please refer to *Administrative Personnel Policy Statement*, Section VII, A.

## 1. Investigations

Alleged violations of Federal, State, County, or Municipal laws shall be investigated by the appropriate College personnel who have the training and responsibility to conduct such investigations. Allegations of a violation of federal fair employment law, or any type of unlawful discrimination shall be investigated according to the College Discrimination Complaint process. Violations and concerns that go beyond the scope of College administrative investigations will be referred to the appropriate law enforcement agency as needed. Alleged violations of any laws may also result in the initiation of the Corrective Action or Disciplinary Procedure as detailed in this section.

In matters concerning job performance, personal conduct, or observance of College policies, the appropriate College personnel will conduct the investigation in conjunction with the Employee Relations Office. Should it become necessary, the appropriate supervisor may decide to initiate the Corrective Action or Disciplinary procedures.

## 2. Investigatory Leave of Absence

In order to investigate allegations of misconduct, the College through the appropriate executive administrator in consultation with the Chief Human Resources Officer or designee, may place an employee on an investigatory leave of absence (leave with pay), immediately following notification to the employee. Such an action is taken when it is deemed to be in the best interest of the College and/or the employee to do so. The notification to the employee will include a written summary of the allegations prompting the investigatory leave of absence. Any employee placed on investigatory leave of absence will not be required to use accumulated annual or sick leave and will continue to receive his/her regular (base) salary and benefits.

While on an investigatory leave of absence, the employee is expected to be available to the College during the employee's normal work hours, by either home phone or cellular phone. The employee is also expected to cooperate with the College in conducting the review and in providing information and resources necessary to conduct College business.

Contact and communication with College employees may be limited to those directly involved in conducting the investigation. No employee may discuss details or matters related to the investigation with College employees who are not involved in conducting the review.

## **F. Guidelines for Corrective Action and Disciplinary Procedures**

[full-time regular employees]

Depending upon the facts and circumstances involved in each situation, including what the College believes to be the seriousness and/or repetitive nature of the improper conduct or performance, management may in its sole discretion begin disciplinary action at any step.

1. All meetings held under these procedures shall be conducted at a prearranged time and place that affords a fair and reasonable opportunity for all persons entitled to be present to attend.
2. All discussions held under these procedures should occur in a private office, if reasonably available, or in an area substantially removed from the immediate presence of others.
3. As the corrective action moves from one step to the next, the supervisor may not add new allegations to the action without formal notice to the employee and provision of sufficient additional response time.
4. No reprisals shall be taken against an employee for requesting representation, or an employee representative for fulfilling his/her responsibilities.
5. Employees and their representatives will be allowed reasonable reassigned time from their regular duties in order to meet with management.

#### **G. Corrective Action Procedure**

[full-time regular employees]

The Corrective Action procedure is designed to aid the supervisor in assisting the employee in remedying unsatisfactory job-related conduct and/or performance. The Corrective Action procedure is intended to be used when previous informal discussions with the employee have failed to improve unsatisfactory job performance or conduct.

The College encourages the informal resolution of initial or minor infractions whenever possible. An oral or written directive may be given outside, or in addition to, the corrective action process, but may not necessarily be a part of the corrective action process. In some cases, the alternative dispute resolution process called Mediation (Appendix F) or the Employee Assistance Program may provide suitable avenues for resolving the situation. The Employee Assistance Program may be utilized prior to or in conjunction with the corrective discussion.

In general, the Corrective Action procedure begins with the Initial Corrective Action Discussion and provides the employee sufficient time to improve his/her conduct or job performance. If the employee fails to make satisfactory progress, the Second Corrective Action Discussion communicates the urgent need for the employee to make additional improvements in a more formal manner. Should the employee fail to make satisfactory progress on the action plan developed in the Second Corrective Action Discussion, the supervisor may choose to initiate the Disciplinary Procedure.

The College reserves the right, when warranted, to begin the Corrective Action Procedure at any intermediate step and assumes the responsibility of clearly informing the employee of this intent and the consequences associated with this intent.

**1. Step One: Initial Corrective Action Discussion**

The purpose of this discussion is to counsel and advise an employee of unsatisfactory job behaviors.

- a. The supervisor will notify the employee of the unsatisfactory job performance and/or conduct and simultaneously schedule a private meeting with the employee. The meeting will be at a mutually agreed upon time within the next workday. At this point, the employee is informed that the meeting is for the initial corrective action discussion as set forth in policy. The supervisor may invite a facilitator from Human Resources to be present but shall inform the employee of this intent.
- b. The employee may choose to have a non-attorney employee representative accompany him/her to the meeting.
- c. As part of the initial corrective action discussion, the employee will have an opportunity to ask questions and explain his/her behavior and conduct. Additionally, the employee will be advised of the consequences that may follow if the employee's performance or conduct does not improve.
- d. The supervisor will provide the employee, in writing, with a description of the unsatisfactory job performance/conduct and the desired job performance/conduct. The employee and supervisor will determine a corrective plan of action with specific steps, goals, and timeframes. The supervisor will document this plan in writing, and both the employee and supervisor will sign the plan as set forth. This paperwork is provided for clarity and will not be placed in the employee's personnel file.
- e. Upon proof of satisfactory performance, and at the end of the established timeframe, the written record will be removed from the supervisor's files and returned to the employee.

Should performance/conduct not improve, the written record may be used in subsequent corrective action steps.

**2. Step Two: Second Corrective Action Discussion**

The second corrective action discussion is pursued if the employee fails to improve his/her unsatisfactory job performance/conduct as stated in the initial corrective plan of action or when, in the judgment of the supervisor, the seriousness of the substandard job performance/conduct warrants skipping the initial corrective action discussion.

- a. The supervisor will notify the employee, in writing, of the unsatisfactory job performance/conduct including specific information such as dates, times, places, and names.
- b. The supervisor will schedule a meeting with the employee. The meeting will be at a mutually agreed upon time during a regularly scheduled workday for the employee. The employee shall be given sufficient time to prepare for the meeting (at least 24 hours). At this point, the employee is informed that the meeting is for the second corrective action discussion as set forth in policy. The supervisor may invite a facilitator from Human Resources but shall inform the employee of this intent.
- c. The employee may choose to have a non-attorney employee representative accompany him/her to the meeting.
- d. The emphasis of the meeting will continue to be corrective in intent. The employee and supervisor will discuss the job performance/conduct that fails to meet expectations. The employee will have an opportunity to ask questions and explain his/her behavior and conduct. The supervisor will clearly explain both the steps required to correct the job performance/conduct as well as the consequences of failure to meet reasonable standards.
- e. The supervisor will present the employee with a Second Corrective Action Plan with specific steps, goals, and timeframes. The supervisor and employee will sign the plan. The original will be given to the employee, a copy will be placed in the employee's personnel file, and the supervisor shall retain a copy.

If an employee reaches the second corrective action discussion as a result of substandard job performance, the Second Corrective Action Plan will be written as a Performance Improvement Plan and will be managed through the appropriate employee performance evaluation process. The progress will be reviewed at the next annual performance evaluation. Failure to make satisfactory progress on the Performance Improvement Plan may result in recommendations for disciplinary actions.

- f. Upon accomplishment of the goals outlined in the corrective action plan, and at the end of at least one (1) year, the supervisor may recommend, in writing, to the Chief Human Resources Officer that the written record be removed from the employee's personnel file. The employee may request that the supervisor initiate this recommendation.

If the goals outlined in the corrective action plan have not been fully met, the supervisor may amend the corrective action plan for review at the next performance evaluation meeting.

## **H. Disciplinary Procedure**

[full-time regular employees]

Disciplinary action recommendations are generally made when the employee has failed to satisfactorily meet the goals stated in the Second Corrective Action Plan within the stated timeframe.

If an employee, by his/her actions, has violated a law, threatened or endangered any person, violated College policies or procedures, or jeopardized the integrity of the College or its programs, the supervisor may elect to recommend disciplinary action without following the steps of the Corrective Action Procedure.

1. The supervisor justifies, in writing, the need for disciplinary action by specifying the unsatisfactory job performance/conduct including dates, times, places, and names; he/she also recommends to the Administrative Supervisor that disciplinary action be taken. A preliminary meeting is held with the Administrative Supervisor, the supervisor, and a representative from Human Resources to decide how to proceed.

If the anticipated disciplinary action is other than a written reprimand, an Executive Administrator presides over the fact-finding meeting with the employee as discussed below.

A copy of the written justification, including the specifics, is delivered to the employee in person or by registered or certified mail to the employee's last known home address.

2. The supervisor will schedule a fact-finding meeting with the appropriate Administrator, a representative from Human Resources, and the employee. This meeting is used to provide the employee an opportunity to respond to any allegations and explain questioned behaviors. The meeting will be at a mutually agreed upon time during a regularly scheduled workday for the employee. The employee shall be given sufficient time to prepare (at least 24 hours). In unusual circumstances where the physical or emotional safety of the employee or others is endangered, alternate means will be utilized to provide the employee an opportunity to respond.
3. The employee may choose to have a non-attorney employee representative accompany him/her to the meeting.
4. The supervisor will present his/her reasons for believing that disciplinary action is warranted and, if applicable, why the corrective action procedure was skipped. The employee will have an opportunity to respond to the allegations.
5. The presiding Administrator will decide, with the assistance of Human Resources, if disciplinary action is warranted and, if so, what disciplinary action to pursue. All

parties will be notified of the decision in writing. If disciplinary action is authorized, a copy of the decision is placed in the employee's personnel file. The employee will have the opportunity to provide a written response to the decision for inclusion in the employee's personnel file.

6. Should disciplinary action be authorized, the employee may grieve any aspect of the decision, including the decision to skip the corrective action procedure, the decision to discipline, and/or the severity of the action authorized. The written notification of the decision to the employee will state any timelines that must be met in filing a grievance.

No employee will be disciplined, transferred for disciplinary reasons, demoted, suspended, or terminated without cause. Cause includes, but is not necessarily limited to, violations of the code of conduct, misconduct, unacceptably low activity, incompetence, and failure to follow applicable College policies and procedures or to cooperate reasonably with other employees.

When disciplinary action(s) has been authorized, the employee will be notified of the decision in writing. The written notification will be delivered to the employee in person or by registered or certified mail to the last known home address. The notification will specify the nature of the disciplinary actions including any financial implications. The notification will also inform the employee of his/her right to grieve (Section VI) the decision including any relevant timelines for filing a grievance. If the employee chooses to grieve the decision, the disciplinary action will be held in abeyance pending completion of the grievance.

## **1. Disciplinary Actions**

The following actions are the recognized disciplinary actions available to the College. These actions may be used in isolation or they may be used in combination. An oral or written directive may be given outside, or in addition to, the disciplinary action process, but may not necessarily be a part of the disciplinary action process.

### **a. Written reprimand**

A written reprimand is a disciplinary action to document the misconduct or failure to perform or meet job standards and warns that any future violations will result in more severe disciplinary actions, including possible suspension, demotion, and/or termination.

The employee will sign the reprimand to acknowledge receipt. A copy of the reprimand will be provided to the employee and the signed copy acknowledging receipt will be placed in the employee's personnel file. Employees may provide a written response for inclusion with the copy of the reprimand in the personnel file.

After a period of one year, the supervisor, with the concurrence of his/her administrative supervisor, may recommend to the Chief Human Resources Officer

that the written reprimand be removed from the employee's personnel file, provided there has been no other misconduct, or failure to meet job requirements, or subsequent disciplinary action. The employee may request that the supervisor initiate this recommendation. If it is the decision of the Chief Human Resources Officer to remove the written reprimand from the employee's personnel file, the document will be removed and forwarded to the employee. If the decision by the Chief Human Resources Officer is to not remove the reprimand, the employee may again request removal after another one (1) year period has elapsed.

**b. Disciplinary Reassignment**

The College may choose, for disciplinary reasons, to reassign the employee to a different position within the same pay grade and within the current administrative unit. This action is taken when the College believes that such reassignment will benefit the College and the employee.

**c. Disciplinary Transfer**

The College may choose, for disciplinary reasons, to transfer the employee to a different position within the same pay grade in a different administrative unit. This action is taken when the College believes that such transfer will benefit the College and the employee.

**d. Suspension**

**(1) Notice in Lieu of Suspension**

An employee may be placed on notice of a suspension with pay. This notice serves to document a suspension is warranted, but due to College operational concerns, the employee remains at work.

**(2) Suspension Without Pay**

A suspension without pay is considered to be a significant disciplinary action and may be used for what the College believes are more serious incidents or repetitions of improper job performance or conduct. The employee will not be compensated and may not use or accrue leave for any period of suspension without pay. Other benefits may be affected in accordance with College policy on leave without pay.

Notice of suspension without pay will be delivered to the employee personally or by certified mail to the last known address. The notice will contain the specific reason(s) for and the duration of the suspension without pay. The employee will sign and return a copy of the suspension decision to acknowledge receipt. The signed copy acknowledging receipt will be placed in the employee's personnel file. The employee may provide a written response for inclusion with the suspension decision in the personnel file.

**e. Demotion**

A demotion is a very significant disciplinary action where the employee is assigned to a different position at a lower pay grade. Such a demotion may require moving the employee to a different administrative unit. The College considers a demotion to be the most severe form of discipline short of termination, but should be regarded as an attempt to find an alternative position within which the employee may satisfactorily meet the College's expectations.

**f. Termination of Employment**

Termination of regular employment may be used for what the College believes are most serious incidents or repetitions of improper job performance or conduct. Authority to terminate employment rests with the Governing Board.

**1) Notice of Recommend to Terminate**

The Executive Administrator shall prepare a written notice recommending termination of employment, which shall be delivered to the employee either personally or by certified mail, return receipt requested, to the employee's last known address. The notice will contain the reasons for the proposed termination and will afford the employee an opportunity to provide a written response to the Chancellor. The employee will sign and return a copy of the notice to acknowledge receipt.

**(2) Notice of Decision**

After consideration of any additional information (including any response by the employee), the Chancellor shall issue a written notice of decision to the employee. The notice of decision will contain the reasons for the decision and, where applicable, advise the employee of the right to grieve the action. The employee will sign and return a copy of the notice to acknowledge receipt. The signed copy acknowledging receipt will be placed in the employee's personnel file.

- a. If the Chancellor determines that termination is not warranted, the notice of decision will advise the employee and specify any action that will be taken in lieu of termination.
- b. If the Chancellor determines that termination is warranted, the notice of decision will advise the employee that termination will be recommended to the Governing Board and that the employee will be placed on suspension without pay pending action by the Governing Board on the recommendation to terminate.

The employee may grieve the proposed termination within seven calendar days of the date of the notice of decision, using the appeal of termination section of the grievance procedure. If the employee appeals the decision to recommend termination, the termination will be held in abeyance pending completion of the appeal.

If, upon appeal, the termination is upheld, the separation will be processed effective the date of the Board's decision. If, upon appeal, the termination is denied or reduces to a lesser action in lieu of termination (e.g., suspension without pay), the employee will be returned to duty and provided with back pay when appropriate and benefits for any period of erroneous or unwarranted unpaid suspension.

## **Section VI. Grievance Procedure**

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This section applies to all full-time regular faculty and classified employees. The section applies to administrative personnel, as defined by the Administrative Personnel Policy Statement, for formal disciplinary actions only.

### **A. Intent**

The intent of this grievance procedure is to provide a method of resolving disputes at the lowest level possible. As such, the grievance procedure is recognized as a non-judicial, administrative process.

The College encourages the resolution of grievances on an informal basis whenever possible. However, when a complaint cannot be resolved informally, the College provides for a formal review, which will seek a reasonable and timely resolution. The grievance procedure is the exclusive remedy for employees with appropriate grievances.

NOTE: In an attempt to resolve grievances or potential grievances, the employee and the supervisor may request the Human Resources Office to provide assistance as an intermediary and attempt to bring the parties together informally for resolution. A meeting may be conducted on an informal basis with the objective of uncovering the sources of the problem through the direct exchange of ideas between and among the parties. A reasonable attempt will be made to reach agreement. In addition, the College's mediation program may be pursued prior to filing a grievance and/or during the grievance process, when appropriate.

### **B. Representation**

The grievant has the right to select another College employee or a non-attorney member of the local affiliated employee organization, if any, as a representative of his/her choice at any step of the formal grievance process. However, the selected representative may decline and the grievant may then select another representative.

### **C. Definition and Scope**

A grievance is defined as, and limited to, allegations that a specific personnel policy statement provision(s) has been, or will be, violated or misapplied. An adversely affected employee may file a grievance. Complaints that do not meet this definition will not be considered under this procedure.

The College may consolidate, or a recognized employee group may request to consolidate, individual grievances into a group grievance when the issue is the same. However, an individual employee may request that his/her grievance be handled individually and not as part of the group. An employee's request for participation in a group grievance is an irrevocable decision.

Once an employee has asked that his/her grievance be included in a group grievance, the employee may not pursue the same issue as an individual grievance.

Access to the grievance procedure by faculty and classified staff employees shall be limited to full-time regular employees. An employee serving an initial hire probation period may be discharged or otherwise disciplined without the right to grieve. Access to the grievance procedure by administrative personnel shall be limited to grievances concerning formal disciplinary action.

1. Examples of actions which are grievable under this procedure include:
  - a. Decisions made and/or actions authorized as a result of either the Corrective Action or Disciplinary Procedures (see Section V.A.).
  - b. Allegations that a representative of the College has or will violate one or more sections of a personnel policy statement.
  - c. Allegations that a representative of the College has or will misapply one or more sections of a personnel policy statement.
2. Examples of issues which are not grievable under this procedure include:
  - a. Alleged discrimination because of race, color, sex, age, religion, national origin, marital status, or non-disqualifying handicap or alleged sexual harassment; such allegations are filed using the College's ADA and Equal Opportunity/Discrimination Complaint Process.
  - b. Termination of employees in their initial hire probation period.
  - c. Terminations related to lay-off or to expiration of temporary or externally funded grants or contracts (unless the grievance alleges policy statement violations).
  - d. Non-selection from a properly constituted list of job candidates.
  - e. Position classification determines actions or reassignment, transfer, or classification changes as a result of reorganization.
  - f. Supervisory evaluation of performance, except for issues of fact or failure to follow procedures defined by the College.
  - g. Failure to offer a new employment contract.
  - h. Actions or procedures that are not part of a personnel policy statement.

## **D. Time Limits**

The grievant must notify the appropriate College supervisor in a timely fashion of any grievance appropriate for handling under this policy. As used in this policy, the terms “timely fashion,” “reasonable time,” and “promptly” will mean ten work days unless otherwise noted; for purposes of this policy workdays are defined by the grievant’s work schedule. All time requirements must be met unless the parties mutually agree to an extension or an extension is granted by the Chief Human Resources Officer or designee. If the responding supervisor fails to meet the time requirements and has not received an extension, the grievant has the right to take the grievance to the next step. If the grievant fails to meet the time requirements, the grievance shall be considered withdrawn.

Consideration by the Chief Human Resources Officer or designee will be given to extending the deadline for filing at the formal level if it is determined that the employee's attempt to resolve the matter informally through a preliminary inquiry legitimately caused the employee to miss the ten-workday filing deadline.

## **E. Written Documents**

Any written documents presented to a Supervisor, Administrator, or Chancellor as part of any grievance process that are not a part of the grievant’s personnel file, will be copied and forwarded to all parties in the grievance process.

## **F. Request for Informal Resolution – Step One**

It is the responsibility of the grievant to inform his/her immediate supervisor, in good faith endeavor, to clarify and resolve the matter expeditiously and informally at the employee-supervisor level, and give the supervisor an opportunity to correct the situation or to provide an explanation of the matter.

In a situation where the grievant feels he/she cannot discuss the matter with the immediate supervisor, or if the issue involves the supervisor, then it is permissible to contact the next higher supervisor.

In situations where the alleged violation is outside of the control of the grievant’s supervisor(s), the grievant will be referred to the lowest level supervisor who can respond to the allegation.

1. The request for informal resolution must be initiated within five work days of the event or occurrence that gave rise to the request, or within five work days from the date the grievant, by the exercise of reasonable diligence, should have known of the event or occurrence.
2. The supervisor will investigate and attempt to resolve the concern, and will give a response to the grievant within five work days.

3. If the grievant is not satisfied with the supervisor's response at the informal stage, the grievant may take the second step.

## **G. Formal Grievance – Step Two**

Formal grievances shall begin at the lowest level at which the relief sought can be granted. The following filing requirements are applicable to all formal grievances.

1. If the grievant is not satisfied with the supervisor's response at the informal stage, he/she may file a formal written grievance with the next higher supervisor, hereafter referred to as the Step Two Supervisor, within ten work days of receipt of the Step One response and must:
  - a. identify the policy statement provision that is alleged to have been violated,
  - b. contain a concise statement of the facts surrounding the grievance,
  - c. contain the remedy sought,
  - d. include a copy of the informal response, if any, and
  - e. be signed by the grievant.

Any formal grievance which does not include these essential elements may be rejected.

2. Any documents presented to the Step Two Supervisor by the grievant will also be provided to the Step One Supervisor. The Step One Supervisor is to submit, in writing, his/her version of the grievance and response, a copy of which will be provided to the grievant. The Step Two Supervisor will confer with the employee(s), the supervisor, and any other persons he/she deems appropriate, and investigate the issues. Within ten work days from receiving the Step Two grievance, the Step Two Supervisor will provide a written decision and justification to the grievant and the Step One Supervisor.

## **H. Formal Grievance – Step Three**

1. If the grievant is not satisfied with the Step Two Supervisor's decision, he/she may appeal the decision to the Campus President (for campus employees), or the Vice Chancellor of the respective division (for central office employees), within ten work days of receipt of the Step Two decision. This appeal must be in writing and must include the Step Two grievance, the written response received, and the reasons the written response is not considered satisfactory.

Any formal grievance that does not include these essential elements may be rejected. The grievant may not add new issues to the grievance and may not present allegations at Step Three not presented at Step Two.

If the Step Two or Three Administrator believes that there may be a conflict of interest or appearance of conflict of interest in reviewing the grievance and issuing a decision,

he/she may request the Chancellor to designate another administrator to serve as Step Three Administrator.

If the employee requests that the Step Three review be conducted outside the campus or division in which the employee works (for Central Office employees) the Chancellor will designate another administrator to serve as Step Three Administrator.

2. If the grievance alleges a violation of policy provisions by a Campus President, or the Vice Chancellor of the respective division (for Central Office Employees), or if the Campus President or the Vice Chancellor served as the Step Two Supervisor, the grievant shall file the grievance directly with the Chancellor with the same information as noted above for final review and decision. The Chancellor may designate an Administrator to review the grievance on his/her behalf.
3. The Step Three Administrator will take the steps he/she deems necessary to review and investigate the grievance and may designate a fact-finder to assist in the review and investigation of the grievance. The Step Three Administrator will complete the review and investigation within fifteen workdays of receipt and will issue a written and final decision with justification to the employee and Step Two Supervisor.

#### **I. Final Review by Chancellor**

If the Step Three review did not include the Chancellor, the grievant may submit, within ten workdays of the receipt of the Step Three decision, the grievance to and request a final determination by the Chancellor. The Chancellor shall provide a final written decision to the grievant within ten workdays.

#### **J. Appeal of Termination**

Employees may promptly appeal a recommendation of termination directly to the Governing Board, within seven (7) calendar days from the date of the Chancellor's written notice of decision to recommend termination. The Governing Board shall hear the appeal, normally within fifteen work days of the Board's receipt of the appeal. Within fifteen work days after the hearing concludes, the Governing Board will render a written decision to the grievant.

#### **K. General**

1. No reprisals shall be taken against any grievant, representative, or other participant in the grievance procedure because of such participation. However, it is not considered proper if an employee abuses the procedure by raising grievances in bad faith or solely for the purpose of delay or harassment or by repeatedly raising grievances that a reasonable person would judge to have no merit.

2. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.
3. Upon request to his/her supervisor, an employee will be provided a reasonable amount of time, up to 7.5 hours, from work to meet with the employee representative to prepare a grievance and/or response on College time.
4. Information concerning an employee grievance is to be held in strict confidence. Supervisors and other administrators are to investigate and discuss a grievance only with those individuals who have a need to know about it or who are needed to supply necessary information.
5. Documents, communication, and other records dealing with the processing of a grievance will not be filed in the employee's personnel file, but will be maintained in a separate grievance file in the Human Resources Employee Relations Office. Confidentiality will be maintained to the extent to which is reasonably possible.
6. The Campus President (for campus employees) or the division Vice Chancellor (for central office employees) will identify the appropriate supervisor at each stage of this process in the event of a question or dispute. The Chief Human Resources Officer is available to assist in the determination.
7. In some situations, hearings by the Governing Board may be conducted as covered by other Board-approved personnel policies or as required by law.
8. The grievance procedure established here will be the sole and exclusive internal remedy available for resolving disputes covered by this procedure. If any subject matter that is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedures will be the sole remedy, and a grievance under this procedure will no longer exist.

## Section VII. Employee Representative

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This section applies only to full-time regular classified non-exempt staff, classified exempt staff, and faculty.

### A. Equal Opportunity/Affirmative Action Policy for Employee Representative Groups

ACES, AFSCME and PCCEA are committed to conducting all business with the College, and its representation duties and responsibilities with their members, in a manner that is fully consistent with the College's Equal Opportunity/Affirmative Action Policy and other College policies and regulations.

### B. Dues Deduction

**Authorization:** Any member of the employee representative group or an employee representative group representative may deliver to the Employee Service Center (Payroll Office) a signed authorization for payroll deduction of employee representative group dues.

**Regular Deduction:** Pursuant to a deduction authorization, the Employee Service Center (Payroll Office) shall deduct a portion of total dues from the regular salary check of the member each pay period, beginning with the check following receipt of the deduction authorization. The total deduction shall be divided equally among each of the pay periods.

**Duration:** For AFSCME, ACES, and PCCEA dues, such authorization shall continue in effect from year to year unless revoked in writing in accordance with applicable employee group procedures.

**Termination:** When any member terminates employment, the Employee Service Center (Payroll Office) shall notify the employee representative group representative of the amount of dues paid on the final paycheck by including the name and amount on the dues deduction listing.

**Transmission of Dues:** By the fifth work day following the payroll date, the Employee Service Center (Payroll Office) shall transmit to the employee representative group representative, a check for the payroll deduction for dues and a listing of the members for whom deductions were made.

## **Appendix A. ADA and Equal Opportunity/Discrimination Complaint Procedure**

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### **Purpose**

This procedure attempts to provide a prompt, equitable, non-judicial, administrative resolution of complaints of discrimination by employees, applicants for employment, and students.

### **Use of Procedure**

Complaints by employees, students and the general public alleging violations of the Americans with Disabilities Act, applicable Equal Opportunity and Discrimination laws, ordinances and policies follow this complaint procedure. (Note: This complaint procedure is not followed for employee grievances or for student complaints about scholastic issues or general conduct regulations. Faculty and staff alleging violations, misapplication or misinterpretation of the provisions of one of the personnel policy statements shall follow the grievance procedure as found in this policy statement. Complaints alleging violations of the general conduct regulations for students or allegations of violations of the *Scholastic Ethics Code* shall follow the appropriate procedure as outlined in the *Student Rights and Responsibilities* handbook.)

### **Confidentiality and Need to Know**

All information obtained through this complaint process is considered confidential. Every effort will be made by the College to protect the confidentiality of the parties to the extent possible during the processing of complaints under this procedure. Documentation resulting from each level in the complaint procedure will be maintained as a confidential record in the Equal Opportunity/Affirmative Action Office. Access to documents or any other information related to an individual's complaint is permitted to College officials with a need to know or as allowed by law.

### **College Contacts and Representation**

This complaint procedure is administered by the District EEO/AA Officer. Reference: <http://www.pima.edu/policies/standardguidelines>.

The complainant and respondent may be accompanied by a support person, except an attorney, at any stage of the procedure. Time spent in filing complaints or participating in the investigation of complaints, etc., is considered College business and, therefore, is considered time worked.

### **Retaliation**

Retaliation against an individual who has opposed any practice which is prohibited by federal or state law or College policy, or has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under this procedure or procedures provided

by state or federal law is strictly prohibited. A charge of retaliation constitutes a separate and distinct claim.

All allegations of retaliation will be investigated by the EEO/AA Officer, or designee.

### **Filing an Internal Complaint**

Resolving disputes in an equitable and timely manner and at the lowest supervisory level is beneficial to the College, its employees and students. Thus, individuals are encouraged to use the internal complaint procedure to accomplish this goal.

A charge of discrimination shall be filed with the College within **30 calendar days** after the alleged discriminatory act occurred. Employees must contact an Intake Interviewer at the appropriate location based on work assignment. Students must contact an Intake Interviewer at the campus where the alleged discriminatory act occurred.

### **Internal Process Contact:**

Pima Community College  
EEO/Affirmative Action Office  
4905C E. Broadway Blvd.  
Tucson, Arizona 85709-1310  
Phone: (520) 206-4539  
Filing limitation: within 30 calendar days of incident

### **Filing an External Complaint**

Although use of the internal procedure is encouraged, individuals also have the right to file complaints with appropriate external agencies. It should be noted, however, that the College will not process any discrimination complaint once an external agency has begun an investigation of the same complaint.

### **External Agencies are:**

Arizona Attorney General  
Civil Rights Division (ACRD)  
400 West Congress Street, Suite S-215  
Tucson, AZ 85701  
Phone: (520) 628-6500

Filing limitation: within 180 calendar days of incident

United States Department of Education  
Office for Civil Rights (OCR)  
1244 Speer Blvd., Suite 310  
Denver, CO 80204  
Phone: (303) 844-5695

Filing limitation: within 180 calendar days of incident

The Equal Employment Opportunity  
Commission (EEOC)  
3300 N Central Avenue, Suite 690  
Phoenix, AZ 85012  
Phone: (602) 640-5000

Filing limitation: within 300 calendar  
days of incident

Office of Federal Contract  
Compliance (OFCCP)  
230 N. First Avenue, Room 503  
Phoenix, AZ 85003  
Phone: (602) 514-7033

Filing limitation: within 300 calendar  
days of incident

## **Appendix B. Request for ADA Accommodation [all employees]**

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### **How an Employee Can Request a Job Accommodation**

Under the Americans with Disabilities Act (ADA) an employee may request a reasonable accommodation at any time during their employment with Pima County Community College. A reasonable accommodation is any change in the work environment or in the way things are usually done that result in equal employment opportunity for an individual with a disability (see: [http://www.pima.edu/employee/eoaa/ADA\\_Accommodation.shtml](http://www.pima.edu/employee/eoaa/ADA_Accommodation.shtml)).

Questions regarding the College's ADA accommodation process may be directed to the Equal Employee Opportunity/Affirmative Action Office at 206-4539.

## **Appendix C. Continuation of Health Insurance [all employees]**

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### **NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)**

#### **Introduction**

You are receiving this notice because you may be eligible to receive a premium reduction and/or additional election opportunity for health benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, commonly called COBRA. This notice contains important information about your right to COBRA continuation coverage, as provided under the American Recovery and Reinvestment Act of 2009, or the ARRA.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should contact the Employee Service Center, 4905C East Broadway Boulevard, Tucson, Arizona 85709-1235 or at (520) 206-4945.

#### **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay the entire cost of such coverage.

**If you are an employee**, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced making you ineligible for group health coverage (including if you fail to work sufficient hours in a designated work period necessary to maintain plan eligibility), or
- Your employment ends for any reason (other than your gross misconduct).

**If you are the spouse of an employee**, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse’s hours of employment are reduced making the employee ineligible for group health coverage;
- Your spouse’s employment ends for any reason other than his or her gross misconduct; or
- You become divorced or legally separated from your spouse.

**Your dependent children** will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced making the parent-employee ineligible for group health coverage;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;

- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a “dependent child.”

### **When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **IMPORTANT: You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), **you must notify the Plan Administrator within 60 days** after the qualifying event occurs.

**Notifying the Plan:** Any notice that you provide must be **in writing**. Oral notice, including notice by telephone, is not acceptable. You must provide a written notice to the Plan Administrator (whose address is listed at the end of this document). The written notice can be sent via first class mail or hand-delivered and is to include your name, the qualifying event, the date of the event, and appropriate documentation in support of the qualifying event, such as divorce decree or legal separation agreement documents. If mailed, your notice must be postmarked no later than the last day of the required notice period.

**NOTE: If such a written notice is not received by the Plan within the 60-day period you, the Qualified Beneficiary, will not be entitled to choose COBRA coverage.**

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

### **Duration of COBRA Coverage**

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months for spouses and dependents who are qualified beneficiaries. Otherwise, when the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA coverage lasts for up to a total of 18 months.

There are three ways in which COBRA coverage can last longer than 18 months:

- (1) ***Disability extension of 18-month period of continuation coverage:*** If you or anyone in your family covered under the Plan is determined by the Social Security Administration (SSA) to be disabled as of the date of the qualifying event or at any time during the first 60 days of COBRA continuation coverage, and you notify the COBRA Administrator in writing in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months, provided the disability lasts at least until the end of the 18-month period of COBRA coverage.

**Notifying the Plan:** You or another family member must follow this procedure to notify the Plan by sending a written notification to the COBRA Administrator of the Social Security

Administration determination within 60 days after that determination was received by you or another covered family member. The written notice should be sent via first class mail or hand-delivered and is to include your name, the request for extension of COBRA, the name of the disabled qualified beneficiary, the date the qualified beneficiary became disabled, and a copy of the written determination of disability from the Social Security Administration and that notice must be received by the COBRA Administrator before the end of the 18-month COBRA Continuation period. **Failure to notify the Plan in a timely fashion may jeopardize an individual's rights to extended COBRA coverage. You must also notify the Plan when the disabled person is no longer determined to be disabled according to the Social Security Administration.**

- (2) **Second qualifying event extension of 18-month period of continuation coverage:** If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family who are qualified beneficiaries can get up to 18 additional months of COBRA continuation coverage (for a maximum of 36 months) if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children (if they are qualified beneficiaries) receiving continuation coverage if the employee or former employee dies, or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child.

Medicare entitlement is not a qualifying event under this Plan because it does not result in loss of coverage. As a result, Medicare entitlement following a termination of coverage or reduction in hours will not extend COBRA to 36 months for spouses and dependents who are qualified beneficiaries.

**Notifying the Plan:** You or another family member must follow this procedure to notify the Plan by sending a written notification to the COBRA Administrator of the second qualifying event within 60 days of that event. The written notice should be sent via first class mail or hand-delivered and is to include your name, the request for extension of COBRA, the second qualifying event, the date of the second qualifying event and appropriate documentation in support of the second qualifying event such as divorce decree or legal separation agreement documents and that notice must be received by the COBRA Administrator before the end of the 18-month COBRA Continuation period. **Failure to notify the Plan in a timely fashion may jeopardize an individual's rights to extended COBRA coverage.**

- (3) **Medicare Extension for Spouse and Dependent Children:** When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. *For example*, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months.

### **Other Rules and Requirements**

- **Same Rights as Active Employees to Add New Dependents.** A qualified beneficiary generally has the same rights as similarly situated active employees to add or drop dependents, make enrollment changes during open enrollment, etc. Contact the COBRA Administrator for more information.
- **Children Born to or Placed for Adoption with the Employee During COBRA Period.** A child born to, adopted by or placed for adoption with a covered employee during a period of COBRA continuation coverage is considered to be a qualified beneficiary provided that, if the covered employee is a

qualified beneficiary, the employee has elected COBRA continuation coverage for himself or herself. The child's COBRA coverage begins when the child is enrolled in the Plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled in the Plan, the child must satisfy the Plan's eligibility requirements (for example, age requirements).

- Alternate Recipients Under Qualified Medical Child Support Orders (QMCSO). A child of the covered employee, who is receiving benefits under the Plan because of a Qualified Medical Child Support Order (QMCSO) received by the Plan Administrator during the employee's period of employment with the employer, is entitled the same rights under COBRA as a dependent child of the covered employee, regardless of whether that child would otherwise be considered a dependent.
- **Be sure to promptly notify the COBRA Administrator (in writing) if you need to make a change to your COBRA coverage.** The COBRA Administrator must be notified in writing within 31 days of the date you wish to make such a change (adding or dropping dependents, for example).

**If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

The addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website. You may also contact the Plan Administrator at their address and phone number below.

**Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or COBRA Administrator.

**Plan Contact Information**

Remember, while you can call the Plan for information any notice that you provide must be **in writing**. Oral notice, including notice by telephone, is not acceptable. See the procedures to notify the Plan in writing that have been outlined in this document.

<p><b>Plan Administrator:</b>          Board of Governors          Pima County Community College District          c/o The Employee Service Center          4905C East Broadway Boulevard          Tucson; AZ 85709-1190           Phone: (520) 206-4945          Fax: (520) 206-4969</p>	<p><b>COBRA Administrator:</b>          Ceredian COBRA Services          3201 34<sup>th</sup> St. South          St. Petersburg , FL 33711           Phone: (800) 877-7994          Fax: (727) 865-3648</p>
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Updated 10/2004 152506/96042.008

## **Appendix D. Employee Assistance Program (EAP)** **[full-time regular employees]**

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### **What is an Employee Assistance Program?**

An Employee Assistance Program (EAP) is a College paid benefit for employees, dependents, spouse or domestic partner. EAP provides a full range of counseling and referral services for individual, family and marital concerns; stress and job-related issues; illness and grief counseling; child and domestic abuse; and chemical dependency assessment.

### **Why is an EAP needed?**

Sometimes employees face personal conflict that they cannot handle. Concerns become overwhelming and affect personal happiness, family relations, performance at work, and even one's health. When this occurs, professional help is needed to work out the problem. Without proper attention these concerns usually become worse, and the consequences are often unpleasant and costly.

### **What Kinds of Issues Can Be Resolved Through an EAP?**

Anything that affects emotional, cognitive, behavioral, or interpersonal well-being is appropriate for accessing Deer Oaks' services. This includes issues such as:

- Depression
- Anxiety
- Interpersonal, Familial, or Marital Conflicts
- Grief: Death and Dying
- ADHD and Conduct Problems
- Substance Abuse
- Stress Management
- Caring for an Elderly Parent
- Parent Training
- Trauma: Abuse / Neglect
- Domestic Violence
- Financial, Health, or Legal Difficulties
- Relationship issues
- Health and Wellness issues such as smoking cessation and weight management

### **How does an EAP Work?**

The College has contracted with **DEER OAKS EAP SERVICES**. There is no charge to you for EAP services. Benefit eligible employees have up to six (6) confidential sessions per participant, per issue, per calendar year for short term counseling and unlimited access to the DEER OAKS website. If additional assistance is necessary, the counselor will try to minimize the cost by referring you to professional/treatment sources covered by your health insurance or to community services. When a job performance problem occurs, as a way to assist you in solving the problem, your supervisor may refer you to EAP.

### **What Services Are Covered Under the Deer Oaks EAP?**

**Deer Oaks** offers an extensive range of behavioral health services as part of the Employee Assistance Program (EAP). These may include:

- Telephone triage
- Individual, marital, family, and group counseling
- Elder and child care information and resources
- On-line support chats
- Online library on a variety of topics such as health awareness, parenting, self-assessment questionnaires, personal finances
- Crisis intervention services
- Referrals for financial, legal, or health plan needs

### **What About Confidentiality?**

EAP visits are completely confidential. Sessions with a **DEER OAKS** clinician remain private and information will not be disclosed unless consent has been given for release of information.

### **24-hour services can be obtained at:**

**1-866-EAP-2400**

**[www.deeroaks.com](http://www.deeroaks.com) (Username and password is: PCC)**

**email: [eap@deeroaks.com](mailto:eap@deeroaks.com)**

Questions regarding this program contact:

### **EMPLOYEE RELATIONS OFFICE**

District Central Office  
4905C East Broadway Blvd.  
Tucson, Arizona 85709-1310  
(520) 206-4539

## **Appendix E. Voluntary Retirement Savings**

[all employees]

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The College offers the ability for employees to voluntarily save for retirement with pretax dollars. The employee directs the College by means of a Salary Reduction Agreement, to deduct a contribution each pay period and forward that amount to an authorized vendor for 403(b) and/or 457 services. The TDA provider applies the contribution to the investment option(s) selected by the employee which enables an employee to save funds for use upon retirement. The list of approved vendors is available through the Employee Service Center.

403(b) and/or 457 contributions are deducted from the employee's pay prior to the calculation of federal and state income taxes. The employee's principal and earnings are tax deferred until retirement or distribution.

Certain criteria must be met in order to withdraw contributions prior to retirement. Contact the provider for assistance.

Special rules apply to "catch-up" election contributions. Each employee should contact the TDA provider for assistance when calculating the maximum allowable contribution.

Neither the College District nor its representatives recommends or assumes responsibility for the performance of any company offering 403(b) and/or 457 programs at the College.

Contact the Employee Service Center for the list of 403(b) and/or 457 providers or go to: <http://www.pima.edu/employee/benefits/index.shtml>.

## Appendix F. Mediation Program

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### MEDIATION GROUND RULES

1. Each party will review and sign the agreement to participate in the mediation before the session begins.
2. Respect each other and the mediation process.
3. Do not interrupt when the other party is speaking.
4. No name-calling or put-downs.
5. There will be no violence or threats of violence.
6. Direct the course of the conversation through the mediator.
7. Take a break as necessary, but respect the confidentiality of the mediation process.
8. Notes and other documents used in mediation are confidential and turned over to the mediator at the end of the session to be destroyed.

### PIMA COMMUNITY COLLEGE

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#### EMPLOYEE RELATIONS OFFICE:

District Central Office  
4905C East Broadway Blvd.  
Tucson, Arizona 85709-1310

**(520) 206-4539**

AA/EEO/ADA Employer

Revised 7/03



PIMA COMMUNITY COLLEGE

### *MAKING THE MOST OF MEDIATION*

An Informative Guide to Resolving  
Conflict in the Workplace

### ***What is Mediation?***

Mediation is a form of dispute resolution that uses an objective third party (mediator) to help people in conflict (disputants) resolve their differences. **Mediation is voluntary and both parties must mutually agree to participate.**

### ***What are the Benefits of Mediation?***

Mediation is a popular and effective alternative to the more traditional methods used to resolve conflict. Mediation allows both parties to discuss and resolve their problems with an objective third party who will not judge them or make decisions for them. This confidential, impartial forum often helps people in conflict preserve important relationships and improve communication.

### ***What is the Mediator's Role?***

The mediator is an impartial third party who assists the disputants in identifying, discussing and clarifying the issues that created the conflict in the first place. Mediators are College employees trained in the mediation process, who volunteer their services.

### ***How long does Mediation Take?***

A mediation session can take place in one day or one hour. Mediation takes less time than administrative grievances, investigations or court proceedings.

### ***How Does Mediation Work?***

**Mediation typically occurs in four steps:**

#### **Step 1. The Opening Session**

The mediator explains the mediation process and the ground rules. Both parties discuss the problem with the mediator.

#### **Step 2. The Private Session**

Allows each person to discuss private issues with the mediator. The private sessions help the mediator to further identify key elements of the conflict.

#### **Step 3. The Negotiation Session**

Once the issues have been identified, the mediator assists both parties in finding points of compromise and agreement.

#### **Step 4. The Agreement**

With the mediator's help, both parties negotiate until they reach a mutual, informed agreement. Both sides participate in creating the language of the agreement. Once the agreement has been read and signed by both parties, each side must honor the terms of the agreement.

These four steps are not always necessary. Sometimes the parties just need to communicate with each other with the help of an impartial third party as the facilitator.

### ***What about Confidentiality?***

Mediation is a confidential process, which means that information disclosed in mediation sessions cannot be discussed with anyone. However, there are exceptions to confidentiality that mediators are required to report. Admissions to crimes, felony violations, and threats of harm or violence are not confidential and must be properly reported.

### ***Who Can Participate In Mediation?***

Mediation is available to all Pima employees at all levels and can be requested by either party at the first sign of conflict. However, mediation is voluntary and both parties must mutually agree to participate. It is also important to keep in mind that all complaints are not appropriate for mediation if there are issues that involve violence, illegal conduct or behaviors that violate College policies and procedures.

### ***If I Have a Conflict or Complaint, How Can I Request Mediation?***

Mediation is a part of Pima's internal complaint process and can be requested by contacting the Employee Relations Office at 206-4807. However, you should first attempt to resolve the conflict with the other party with the help of your direct or next level supervisor.

## **APPENDIX G. Acceptable Use of Information Technology Resources**

### **1. Objective**

To ensure Pima Community College (PCC) and all PCC users are protected from illegal and/or harmful actions that result from inappropriate use of PCC Systems, and to ensure that all PCC Users are responsible for proper use of PCC Systems.

### **2. Definitions**

PCC Users: All College employees, faculty, and students, in addition to all contractors, consultants, temporary workers, volunteers and student aides that access PCC Systems.

PCC Systems: This applies to all equipment and data owned by PCC, which includes but is not limited to, desktop and laptop computers, and any data contained on them; external storage devices; printers; network and server resources such as Banner, internet access, e-mail, file shares; software; phone systems; system accounts; electronic and telephone communication.

PCC Data: All information used by the College in its academic or business operations.

Confidential Data: Data that includes, but is not limited to student or employee records, social security number, ID number, grades, financial data, account numbers, bills, employee performance reviews, personnel files, personal information; business data (P-card numbers, account information, etc); passwords, and any other information deemed confidential by PCC.

### **3. Responsibilities of PCC Users**

- a) Use that is consistent with the PCC mission, values, policies, regulations, and standard practice guides;
- b) Use in an effective, efficient, ethical and lawful manner;
- c) Abide by this acceptable use standard, in addition to all security measures;
- d) Use which consistently protects the confidentiality, integrity, and availability of PCC data. This includes the responsibility of all employees to:
  - i. Ensure that data are accurate, including the prevention of any defacement or mishandling;
  - ii. Ensure that access to data are restricted based on the needs of a job function, and ensure that proper authorization has been granted for all data that are accessed;
  - iii. Ensure that data are available for appropriate College personnel;
  - iv. Ensure that confidential data are rigorously protected and used solely for College use.
- e) Use that complies with federal and state law (including, but not limited to, all laws outlined in the Legal Standards section below), including copyright and intellectual property rights as well as license agreements and contracts.

### **4. Privacy & Monitoring**

All College-owned property and the work, correspondence, data and other material therein, whether stored electronically, on paper, or in any other form, are subject to review for legitimate business reasons. Portions of the IT infrastructure include automatic and manual monitoring and recording systems that are used for reasons that include, but are not limited to, security, performance, backup, and troubleshooting. The College reserves the right at any time

to monitor and access any data, including the contents of any College computer or College communications, for any legitimate business reason.

## **5. Personal Use**

While PCC Systems are provided for College use only, the College recognizes that occasional, brief personal uses of telephones and computers may be necessary from time to time to attend to personal matters that cannot be handled outside work/school hours (e.g., making a business or medical appointment, calling a child's school, checking on a child at home). Limited personal use of PCC Systems must not interfere with or disrupt the work of the unit or other College business or educational activities nor unduly tie up PCC Systems such that they are not available for business and educational use. Long distance telephone calls are prohibited.

## **6. Legal Standards**

All PCC Users are expected to abide by all Federal and State laws. The following list is used for illustrative purposes, and is not intended to be a comprehensive guide to Federal and/or State law:

- FERPA (Family Educational Rights and Privacy Act): regulates the confidentiality of student records.
- GLBA (Graham Leach Bliley Act): regulates the confidentiality of financial information.
- HIPAA (Health Insurance Portability and Accountability Act): regulations the security and privacy of health information.
- PCI DSS (Payment Card Industry Data Security Standard): regulates the confidentiality of credit card information.
- DMCA 1998 (Digital Millennium Copyright Act): regulates the protection of intellectual property.
- USC Title 18 §1030 (United States Code: Fraud and related activity in connection with computers)
- ARS 13-2008 (Arizona State Law: Taking identity of another person or entity) prohibits identity theft.
- ARS 13-2316 (Arizona State Law: Computer tampering; venue; forfeiture): prohibits unauthorized use of computers.
- ARS 13-2407 (Arizona State Law: Tampering with a public record): regulates the integrity of PCC Data.
- ARS 13-3001-3019 (Arizona State Law: Eavesdropping and Communications): prohibits forgery and eavesdropping.
- ARS 13-3707 (Arizona State Law: Telecommunication fraud): prohibits telecommunication fraud.
- ARS 38-448: (Arizona State Law: Access to Pornography is Prohibited): prohibits access to pornography by PCC employees on PCC Systems.
- ARS 38-501-511 (Arizona State Law: Conflict of Interest): prohibits use of PCC resources regarding conflicting interests.
- ARS 44-1372 (Arizona State Law: Commercial Electronic E-mail): prohibits spam.
- ARS 44-1373 (Arizona State Law: Confidentiality of Personal Identifying Information) regulates the protection of personal identifying information.

- ARS 44-7501 (Arizona State Law: Notification of Security Breach): regulates the public notification of unauthorized disclosure of confidential information.

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