



PERSONNEL POLICY STATEMENT FOR COLLEGE EMPLOYEES

Adopted By

**The Board of Governors
Pima County Community College District**

State of Arizona

for

2016/2017

NOTE: Section V.C.5.f is an interim policy approved 7/8/2019

Personnel Policy Statement for College Employees

“Common Policies”

This policy statement contains personnel policies that apply to employees, regardless of employee group. Some policies affect all employees, including temporary employees and adjunct faculty. Others apply only to regular or regular full-time employees, and are so noted. Personnel policies specific to a particular full-time regular employee group can be found in the appropriate policy statement for that group:

- Faculty Personnel Policy Statement
- Classified Exempt Personnel Policy Statement
- Classified Non-Exempt Personnel Policy Statement
- Administrative Personnel Policy Statement

Reasonable accommodations, including materials in an alternative format, will be made for individuals with disabilities when a minimum of five working days advance notice is given. Please contact the PCC Human Resources Office at (520) 206-4624 or TTY (520) 206-4852.

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Section I. General Information

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 the College including, but not necessarily limited to, the right to:

- direct the work of its employees;
- hire, evaluate, promote, transfer, retain, reassign and relocate personnel;
- suspend, discipline, or discharge employees for proper cause;
- relieve its employees from duties because of lack of work, financial exigency, or other legitimate reasons; and
- determine and implement methods, means, assignments, reassignments, and personnel by which the operations of the College 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

- Board Policy BP-1501 [all employees]

The College is dedicated to providing equal opportunities to all individuals regardless of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or other legally protected category. The College will provide all qualified individuals reasonable accommodations in the work and educational environment and ensure equal access to all College programs, activities and facilities. The College does not discriminate in admissions, educational programs, or employment on the basis of any factor outlined above or prohibited under applicable law. The College is committed to creating and maintaining an environment free of discrimination that is unlawful or prohibited by College policy. This prohibition against discrimination applies to College employees, students, contractors, or agents of the College and to anyone participating in a College-sponsored event or activity.

Please refer to <http://pima.edu/about-pima/policies/board-policies/BP-1501.html>

C. Discrimination, Harassment (including Sexual Harassment) and Retaliation

- SPG 1501-AA [all employees]

The College prohibits discrimination, harassment and retaliation in the workplace. All College employees are expected to maintain a work and educational environment that is free from harassment or retaliation.

Discrimination occurs when an individual is treated adversely based on a protected classification. Protected classifications are race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or other legally protected category.

Harassment is a specific form of discrimination. Harassment is unwelcome behavior based on a protected classification that:

- a) has the purpose or effect of creating an intimidating, hostile, or offensive employment or educational environment or
- b) has the purpose or effect of unreasonably interfering with an employee's work performance or an individual's employment opportunities.

Prohibited harassment may take the form of, but is not limited to, offensive slurs, jokes, and other offensive or abusive oral, written, computer-generated, visual or physical conduct that is aimed at, or that adversely impacts, an employee or student because of his or her inclusion in a protected classification. It may also include negative stereotyping, including negative references about a person's language or accent.

Sexual harassment is a form of sex discrimination and may involve individuals of the same sex or different sex. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or a student's status;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions, or academic decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, a student's academic performance, or a student's ability to receive the benefits of a College program or activity or has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment. This may include:
 - unwelcome sexual touching, advances or propositions;
 - lewd comments, sexual jokes and offensive personal references;
 - leering, demeaning, insulting, intimidating or sexually suggestive comments about an individual's dress or body;
 - the display in the workplace of demeaning, insulting, intimidating or sexually suggestive objects or pictures including nude photographs;
 - demeaning, insulting, intimidating or sexually suggestive written records or electronically transmitted images;
 - unwelcome touching.

Sexual harassment does not include conduct of a socially acceptable nature. Nor does it refer to the use of materials or discussion related to sex and/or gender for scholarly purposes appropriate to the academic context, such as class discussions or meetings.

Retaliation occurs when adverse action is taken against an employee or student as a result of the employee's or student's good faith participation in a protected activity. Retaliation becomes a separate complaint that can be claimed even if the original discrimination complaint was not substantiated. Retaliation can involve any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits and any other term or condition of employment.

Protected activities include (a) raising or reporting or filing allegations of discrimination, harassment or retaliation and/or (b) participating in any review or investigation of a claim of discrimination, harassment or retaliation.

Adverse action is any action that (a) materially affects an individual's terms and conditions of employment or a student's academic status, or (b) is reasonably likely to deter that individual or others from engaging in a protected activity.

D. Americans With Disabilities Act Compliance

-Board Regulation 1501/A and SPG 1501-AC [all employees]

The Pima County Community College Board of Governors endorses the philosophy of all state and federal laws providing for equal employment opportunity. Pima County Community College District supports the Americans With Disabilities Act (ADA).

Please refer to <http://pima.edu/about-pima/policies/board-policies/BP-1501.html>

Pima Community College will provide reasonable accommodation(s) to qualified employees or applicants with disabilities, unless to do so would cause undue hardship. For more information regarding the College's ADA accommodation process, contact the College's Equal Employment Opportunity/Affirmative Action Office.

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. Discrimination and Harassment (including Sexual Harassment) Reporting Responsibility and Procedures

-Board Regulation 1501/A, SPG 1501-AA [all employees]

All members of the College community are responsible for creating an environment free from all forms of discrimination and for cooperating with College officials who investigate allegations.

Employees who (a) are administrators, (b) supervise employees, students, contractors, vendors or other agents of the College, or (c) instruct or advise students are required to immediately report possible discrimination, harassment or retaliation to the EEO/AA/ADA Office or the Vice President of Student Development as appropriate. The duty to report arises whenever one of the above-designated employees (a) witnesses possible discrimination, harassment or retaliation or (b) is provided with written or verbal notice or otherwise learns of possible discrimination, harassment or retaliation.

Employee complaints of discrimination may be filed directly with the EEO/AA/ADA Office, Office of Dispute Resolution or filed anonymously through the College's hotline or reported to the appropriate administrator. Complaints received anonymously through the College's Compliance and Ethics hotline will be investigated to the extent possible given the information provided.

The College will take prompt and appropriate action to thoroughly investigate complaints, correct any discrimination, harassment or retaliation that is determined to have occurred, and, if necessary, to discipline any individual who is found to have engaged in conduct that constitutes discrimination, harassment or retaliation.

If the person alleged to have committed the violation is the Chancellor, the complaint shall be referred to the Board Chair and College legal counsel, who shall notify all Board members conduct a review and provide notice of the resolution to the complainant, in accordance with the Board By-laws (Article XII).

G. USERRA

[all employees]

The College is committed to fully complying with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, which prohibits an employer from denying employment, re-employment, retention in employment, promotion or any benefit of employment based on a person's membership in or obligation to perform service in a uniformed service, or retaliating against a person by taking adverse employment action against that person for asserting their rights or testifying in connection with or participating in an investigation pursuant to the Act.

H. Drug-Free Workplace Policy

-Board Policy BP-4006 [all employees]

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.

Please see Board Policy on Drug Free Workplace at:

<http://pima.edu/about-pima/policies/board-policies/BP-4006.html> and the Standard Practice Guide for Employee Drug and Alcohol Testing and Reporting at <http://pima.edu/about-pima/policies/standard-practice-guides/SPG-4006-AA.html>

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

I. Conflict of Interest

[all employees]

A conflict of interest is a real or perceived conflict between one's professional or official duties and one's other interests, or is a situation where one duty conflicts with another. Conflicts of interest may create an impairment of judgment or potential perception of the impairment of judgment. Conflicts of interest may arise in numerous circumstances including pecuniary interest, nepotism, consensual relationships, and outside or secondary employment.

1. Pecuniary or Proprietary 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." The College also considers as close relatives of the employee to include nephew, niece, grandchild, domestic partner and child of a domestic partner.

- 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 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 modest monetary 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.
- f. Employees are prohibited from agreeing to endorse a product or service of a commercial nature without prior approval by their supervising administrator.

Requirement to Disclose

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, and avoid situations in which a conflict of interest may arise. 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 related 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. (A copy of the Conflict of Interest form can be obtained from Human Resources or Human Resources Intranet.)

Failure to appropriately disclose a conflict of interest situation may result in corrective or disciplinary action, per Section V. Code of Conduct/Discipline.

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

2. Nepotism [all employees]

Nepotism is favoritism granted to relatives without regard to their merit. Employees will avoid situations where the possibility of favoritism or conflict of interest might exist with relatives of the employee. Circumstances which create the potential for nepotism, or the appearance of nepotism, shall be disclosed.

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 transaction or decision involving the employee, a relative of the employee, or an individual with a close personal relationship with the employee, which include, but are not necessarily limited to, College admissions, registration, records management, student grades, financial aid, student accounts, employment, payroll, operational finance, purchasing and any other College actions.

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 one of the employees will resign. In the event the employees are unable or unwilling to do so, the College will decide.

Requirement to Disclose

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 a conflict of interest situation may result in corrective or disciplinary action.

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.

3. Consensual Relationships [all employees]

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 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 or career 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.

Requirement to Disclose

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.

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. Contact the Human Resources Employee Relations Office for assistance in interpreting and carrying out these requirements.

Failure to appropriately disclose a conflict of an internal situation may result in corrective or disciplinary action per Section V. Code of Conduct.

4. Outside and Secondary Employment
[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).

Requirement to Disclose

An employee who has a conflict of interest situation of this type 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.

J. 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 information¹, employee relation matters (grievances, complaints², and discipline),

¹ The Employee Service Center maintains files on health insurance and medical information.

² Please note that the EEO/AA Office maintains files for discrimination and sexual harassment complaints, as well as ADA accommodation request documentation.

employment records (recruitment, screening and selection of personnel) as well as electronic personnel records. Supervisors and business offices may maintain informal work files. Supervisor records are deleted or destroyed within one year after the employee transfers or terminates. 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 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 a 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.

K. 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 E: 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.

L. 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.

M. Service to the College

[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.

N. 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

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

a. Employment Status and Compensation

Regular employees are employees who meet the definition of regular employee (see Glossary definition). 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. For more information on classification of positions, please refer to http://www.pima.edu/about-pima/policies/standard-practice_guides/SPG-1502-BA.html and <http://www.pima.edu/about-pima/policies/standard-practice-guides/SPG-1502-BB.html>.

Administrators and Faculty are contracted personnel. Contracts for Administrators and Executive Administrators will not exceed one fiscal year. The contract term for the Chancellor’s employment will be determined by the Governing Board. Faculty contracts are for a maximum of an academic year or fiscal year, depending upon the FTE (budgeted 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.

b. Employment Status and Year of Service:

A year of employment service to the College is determined by the Personnel Policy Statement applicable to an individual’s employee group and the standard annual equivalency for a year of service in that group. As an example, if a faculty member completes either a 9-month or 12-month contract, the faculty member has one year of service. A staff employee who serves in a position designated as 9, 10, 11 or 12 months is credited with one year of service upon completion of that term of employment. Similarly, if an Administrator completes a 12-month contract, this individual is credited with one year of service. Partially completed years will be calculated on a pro-rated basis as determined by the Chief Human Resources Officer.

When an employee moves from one employee group to another (examples: Administrator to Faculty, Staff to Administrator, Staff to Faculty, Faculty to Administrator), his/her years of employment service attributable to the transferring employee are determined in accordance to the Personnel Policy Statement applicable to the employee group in which the employee served prior to the change. The employee retains that total number of years of employment service to the College, as stated in the preceding paragraph. Partially completed years will be calculated on a pro-rated basis as determined by the Chief Human Resources Officer. Subsequent years of service will be determined by the personnel policy statement applicable to the new employee group to which the employee has moved.

Note: years of service as defined above pertains only to the College and as such may differ from the Arizona State Retirement System, Optional Retirement Plan, or other partners.

2. Probationary Employees

- a. **Initial Hire:** Classified staff personnel hired by the Board of Governors into a regular position must complete an initial hire probation period. Employees serving this initial hire probation period 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 Statements*.)
- b. **Position Change:** Classified staff assigned or hired into another regular position must complete 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 Statements*.)

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 Provisional 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 1 of the appropriate regular faculty salary schedule, the highest degree awarded, and additional educational attainment, as documented by official transcripts, and in accordance with the Faculty Compensation Plan. (See *Faculty Personnel Policy Statement*.) 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 1 (first step) 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

Background: In the spring of 2014 the Standard Practice Guide (SPG) 4201/BA, titled Filling Authorized, Vacant Regular Positions, was comprehensively reviewed and revised by all employee representative groups (ACES, AFSCME, PCCEA and Administration). The resulting

revisions were vetted through the College's policy review process. In keeping with this collaborative effort to continually improve the process contained in SPG 4201/BA, the administration and employee representative groups will jointly review this process every two years (beginning in the spring of 2016) or more often if requested by any employee representative group. Due to the substantive changes to SPG 4201/BA, this review will occur in addition to the standard SPG review process.

Information on filling authorized, vacant regular positions may be found here <http://www.pima.edu/about-pima/policies/standard-practice-guides/SPG-4201-BA.html>. Questions regarding this process should be directed to the Human Resources department.

C. Involuntary Transfer Process

[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.

The College reserves the right to transfer, reassign and temporarily deploy employees. Insofar as possible, all such transfers, reassignments and deployments shall be voluntary.

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.

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

- a. Non-Exempt employees must submit time/leave 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.
- b. Exempt employees, faculty, and administrators must submit time/leave 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.
- c. Supervisor/Administrative employees must assure that properly completed time/leave records for assigned employees are reviewed, corrected (if necessary), approved, and submitted in accordance with established payroll procedures and deadlines.

The employee's submission and supervisor's approval of the time/leave record attest to the accuracy of the submission. It is the employee's responsibility to ensure he/she is paid accurately for time worked and leave taken. It is the supervisor's responsibility to assure his/her approval accurately reflects an employee's time worked and/or leave taken, and that submittal is timely in

accordance with time/leave reporting requirements.

E. Work Locations

[all employees]

All College employees will be assigned a College work site(s), either at a PCC facility or another 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.

F. Lactation Time Away From Work

[all employees]

The College recognizes and respects the need for lactating mothers in its employ to express breast milk. Mothers of babies younger than one year old may request a reasonable unpaid amount of time from assigned work for this purpose. Additionally, the College will provide a private lactation room upon the employee's request to the Human Resources Employee Relations Office. This policy does not accommodate breastfeeding in the workplace.

G. College Closure or Delayed Opening

[all employees]

In the event of unusual circumstances resulting from extreme weather conditions, a natural disaster, a mechanical failure, or other emergency circumstances, the College administration may deem it necessary to delay opening, close early, or close completely one or more College facilities.

If one of the circumstances above occurs, the employees at the affected facility may be reassigned to another location or may be released from work duty, as determined by the administration. In situations where, as the result of the closure of a facility, an employee is relieved from work duty for more than a portion of, or all of one work day, the continuation of pay will be determined by Administration and may depend on length and circumstances of closure. Employees shall not be compensated for closure time if the employee is not otherwise scheduled to work, or if the employee is on any form of paid or unpaid leave.

The College Administration will announce closure information and how it will impact employees as soon as possible. Regular employees in essential operations may be asked to work when the College is officially closed.

Section III. Benefits

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 40, 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 A 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 (whichever 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, D). 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) $66 \frac{2}{3}$ 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 14th calendar day of disability and shall be charged against the employee's 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

Per ARS 15-1445. The district board may waive tuitions for an employee or the spouse or dependent child of an employee of the district. 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 qualifying child(ren)³ to enroll in, or audit, 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 40-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.

³ A "qualifying child" is one who meets all requirements described in Internal Revenue Code 26 U.S.C. 152(c). These requirements include the following:

- (a) Child is a child of the employee or a brother, sister, stepbrother, or stepsister of the employee or any descendant of such relative;
- (b) Child must have the same principal place of abode as the employee for more than one-half of the taxable year;
- (c) Child must be a student who has not attained the age of 24 at the end of the taxable year; and
- (d) Child has not provided for one-half of his/her own support for the taxable year.

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) that same semester. Semester is defined as Fall, Winter Intersession, Spring, and Summer (A, B, C). No tuition waiver is provided for spouses or children.

3. 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 B. 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 C.

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

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 no less than 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 40, 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 Leave

[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. Requests for personal leave may be taken in ½ day, full day or 15-minute increments. 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**.

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

C. Bereavement Leave/Imminent Death Leave

[full-time regular and probationary employees]

A full-time regular or probationary employee, upon giving notice, shall be permitted up to five work days of leave (40 hours maximum), with full pay, in the event of a death or imminent death of a member of the employee's household and/or immediate family. The leave must be utilized within the first seven work days of the event. Bereavement/imminent death leave may be used in ½ day increments. 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. Leaves of Absence.)

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 Intranet; Employee Service Center; Benefits link for the Domestic Partner Affidavit form), parent or step-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. All employees may use Jury Duty Leave for normally scheduled work time that is missed as a result of their legal service.

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 years.⁴ 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.

I. Leave Under the Family and Medical Leave Act (FMLA)

[all employees]

The Federal and Medical Leave Act (FMLA) ensures eligible employees have access to leave for qualified reasons, provides job protections, and health benefits coverage. 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.*

⁴ Fiscal year means the fiscal year of the United States Government which starts October 1st.

The following is a summary of the FMLA provisions, conditions, and limitations. Employees seeking additional information should see Appendix F and consult with the Employee Service Center.

1. Basic Leave Entitlement

FMLA provides up to 12 weeks of unpaid, job protected leave to eligible employees for:

- a. Incapacity due to pregnancy, prenatal medical care, or child birth;
- b. the birth or care of a newborn child or placement of a child with the employee for adoption or foster care;
- c. a serious health condition that makes the employee unable to perform any one of the essential functions of the employee's job, or;
- d. the care for the employee's child, spouse or parent with a serious health condition. (Note: "parent" is "a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to" the employee when he or she was a minor).

2. Military Leave Entitlement

Eligible employees with child, spouse, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain exigencies. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks to care for a covered service member who has an injury incurred in the line of duty on active duty.

3. Eligibility

Employees must meet all eligibility requirements to qualify for Family Medical Leave (FML). Eligibility requirements, the employee to have worked for the College for at least one year and a minimum of 1,250 hours the previous 12 months.

4. Benefits and Protections

- a. During FML, the College maintains the employee's health coverage under the same terms and conditions as when they were on the job.
- b. At the end of the approved FML, the employee is 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. Use of FML will not result in the loss of any previously accrued seniority or employment benefits. Unpaid FML will not be credited for seniority or length of service.

5. 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.3.*
- 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. Employees have the right to submit a grievance or complaint concerning the College's administration and application of the FMLA.

6. Employee Responsibilities

- 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. 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. Employees must provide sufficient information for the College to determine if the leave qualifies for FMLA protection. To maintain confidentiality, the medical certification and all related documents should be filed directly with the Employee Service Center (Benefits Office).
- c. Employees are to provide certification and may be required to provide periodic recertification supporting the need for the leave.
- d. The supervisor must forward copies of all additional FMLA leave requests to the Employee Service Center (Benefits Office).
- e. Intermittent FMLA is recertified at a minimum every six months.

7. 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.

8. 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.

9. 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. Eligible employees have the additional right to file complaints with the U.S. Department of Labor or to bring civil action. Please contact the Employee Service Center (Benefits 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 34 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 through COBRA participation for medical and dental coverage. 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 Employee Service Center (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 Intranet; Employee Service Center; Benefits link for the Affidavit on Domestic Partnership which must be signed and presented to Employee Service Center (Benefits Office) 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.3. (i.e., a total of 12 weeks under the FMLA and an additional 4 weeks under College policies.)

3. 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.

4. Professional Growth

A professional growth leave of absence to pursue a professional experience not otherwise available through other College professional development programs may be granted to an employee for 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 professional growth 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.

5. Personal Leave

A personal leave of absence to handle pressing personal obligations may be granted to an employee up to a maximum of one year. Eligibility and other qualifications are the same as for a Professional Growth leave of absence.

6. 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 (other than faculty) 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. Faculty members have special provisions for the use of sick leave. (See Article VI in *Faculty Personnel Policy Statement*.)

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 Employee Service Center (Benefits Office) 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. Faculty may receive donated sick leave for birth of a child, care of a newborn, or placement of a child for adoption or foster care. 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 work 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 8 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, maternity, 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. A faculty member who is on an approved maternity or parental leave who has exhausted FMLA leave may be eligible for donated sick 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 Employee Service Center (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 Employee Service Center (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 80 hours** for full-time administrative and classified staff employees or their own **sick leave balance below 320 hours** for full-time administrative, classified staff and Education Support Faculty **and 232 hours** for Instructional Faculty. Donors may donate a maximum of 80 hours for full-time administrative, classified staff and Education Support Faculty and 58 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 the applicable

employee group 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 \$20 an hour donates two hours of leave to a recipient earning \$10 an hour. The recipient will receive four hours of transferred leave ($\$20 \times 2 \text{ hours} = \40 , divided by $\$10 = 4 \text{ hours}$).

Example 2: A donor earning \$10 an hour donates two hours of leave to a recipient earning \$20 an hour. The recipient will receive one hour of transferred leave ($\$10 \times 2 \text{ hours} = \20 , divided by $\$20 = 1 \text{ hour}$).

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 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 the 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

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 file a grievance (Section VI) decisions made and/or actions authorized as a result of either the Corrective Action or Disciplinary Procedures if he/she believes that College policies and/or procedures were not followed in the Corrective Action or Disciplinary Procedures. However, the outcome of this grievance process will not change the contents of the Corrective Action Plan or Disciplinary Action, but may result in an independent investigation of the process used to arrive at that outcome. The employee may also elect to file an appeal (Section V., L.) if he/she believes that the outcome of a Disciplinary Procedure is not satisfactory.

B. Definitions

- **Appellant:** the person filing an appeal regarding the outcome of a Disciplinary Action
- **Respondent:** the person who determined the outcome in a Disciplinary Procedure
- **Representative:** the regular employee or member of the employee representative group supporting the appellant or respondent as per Section V., H.
- **Level one supervisor:** the person who supervises the respondent
- **Executive administrator:** the person who reports to the Chancellor and who has final supervisory over the level one supervisor (e.g., the Campus President or Vice Chancellor)
- **Outcome:** the specific action(s) identified in a Corrective Action Plan or Disciplinary Action
- **Retaliation:** an adverse action taken against an employee or student as a result of the employee's or student's good faith participation in a protected activity

C. Code of Conduct and Standards of Behavior for Employees

[all employees]

Pima Community College employees will show mutual respect for others, basic courtesy, reciprocity (treating others as we wish to be treated), and behaviors that create a positive environment in which to learn and to work. College Administration will set the tone for civil behavior through their professional conduct and through their leadership of the institution. All members of the college community will create a positive environment characterized by considerate and principled conduct.

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 required to comply with Federal, State, County, and Municipal laws and regulations as well as the Policies and Procedures of Pima Community College.
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; Consult with Human Resources Employee Relations for assistance prior to initiating corrective or disciplinary action.
 - b. Substantiate each apparent violation of policy or procedure or instance of unsatisfactory performance before taking action;
 - c. Inform the employee if any policy or procedure has been violated;
 - d. Ensure that any action taken is prompt and in accordance with applicable College policy.

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; using, selling, dispensing or possessing 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; using illegal drugs; or testing positive for illegal drugs (see SPG-4006AA);
 - b. Fighting or assaulting 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, bullying, harassment, sexual harassment, discrimination, or contributing to an offensive, hostile environment (see Section I., C.); 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. All employees are expected to maintain a certain standard in their communications to each other and the public. Employees are expected to communicate with a high degree of integrity and transparency. Employees are prohibited from lying, misrepresenting, or intentionally omitting information with the intent to mislead and/or to benefit themselves, other employees, employee groups, or non-College individuals or organizations. This standard applies to communication as an employee in any form, including social media, to any member of the College, community, or the public;
 - 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 (see Section I., H.);
 - 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 (see Section I., H.);
 - 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; tape recording or transmitting conversations without the express permission of all parties;
 - l. Conducting personal business during work hours and/or on College premises;
 - m. Gambling on College property.

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

[all employees]

In accordance with Arizona Revised Statutes '38-531 and '38-532, it is a prohibited personnel practice for an employee who has control over personnel actions to take reprisal against an employee for a disclosure of information of a matter of public concern by the employee to a public body that the employee reasonably believes evidences:

1. A violation of any law.
2. Mismanagement, a gross waste of monies or an abuse of authority.

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 as listed above, the report should be made to the employee's supervisor, an Executive Administrator, the College's Internal Auditor, the College's hotline, the College's attorney, or the campus police as appropriate.

The disclosure by an employee to a public body alleging a violation of law, mismanagement, gross waste of monies or abuse of authority shall be in writing and shall contain the following information:

1. The date of the disclosure.
2. The name of the employee making the disclosure.
3. The nature of the alleged violation of law, mismanagement, gross waste of monies or abuse of authority.
4. If possible, the date or range of dates on which the alleged violation of law, mismanagement, gross waste of monies or abuse of authority occurred.

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.

E. Whistle-Blowing Protection

[all employees]

Retaliation against any employee for 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 or the Office of Dispute Resolution.

Retaliation becomes a separate complaint that can be claimed even if the original discrimination complaint was not substantiated. Retaliation can involve any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits and any other term or condition of employment.

F. Investigative Process

[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.

1. Investigations

Alleged violations, including the appearance of 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 pertaining to job performance, personal conduct, or observance of College policies, the appropriate College personnel will conduct the investigation.

Matters concerning a Chancellor shall be referred to the Board Chair and College legal counsel, who shall notify all Board members, conduct a review and provide notice of the resolution to the complainant, in accordance with the Board By-laws Article XII.

An employee who is required to attend an investigatory meeting will be informed of the nature and intent of the meeting when the meeting is scheduled. The employee may choose to have a representative accompany him/her to the meeting (Section V., H.). Should it become necessary, the appropriate supervisor may decide to initiate the Corrective Action or Disciplinary Procedures.

2. Administrative Leave

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 administrative leave (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 leave. Any employee placed on administrative leave 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 administrative leave, 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.

G. 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 corrective or disciplinary procedures at any step. The steps are defined as the procedures are identified in the following sections:

- (J.1) Corrective Action: Step 1
 - (J.2) Correction Action: Step 2
 - (K) Disciplinary Procedure
1. Employees and their representatives will be allowed reasonable reassigned time from their regular duties in order to meet with College management.
 2. All meetings held under these procedures shall be conducted as soon as is possible but no longer than 48 hours from the time of notification and at a place that affords a fair and reasonable opportunity for all persons entitled to be present to attend.
 3. 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.

4. 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.
5. Retaliation shall not be taken against an employee for requesting representation, or an employee representative for fulfilling his/her responsibilities.

H. Representation

All employees have the right and option to identify and select another regular College employee as a representative of his/her choice at any and all steps of the Corrective Action or Disciplinary Procedures. This individual should be a member of the same employee group as defined in Board Policy 4001 unless all employees involved in the matter agree that a representative from another group is acceptable. A selected representative may decline and the employee may then select another representative. A representative shall not be a key witness in the same matter.

If the representative has legal training or is an attorney, the representative may not act in the capacity of an attorney as related to this matter or any issue that may be tied to the matter. The employee may assign any or all of the following roles to his/her representative, but is responsible for making all final decisions regarding how to pursue the matter:

- observer
- note-taker
- person who speaks in addition to the employee, but not for the employee
- assistant to read and interpret policy or provide other appropriate support
- advisor

All communications between the representative and the employee that relate to the matter shall be confidential.

I. Time Line Exceptions

All time requirements in the processes described below shall be met unless the parties mutually agree to an extension, an unforeseen event occurs, or an extension is granted by the Chief Human Resources Officer or designee. All extensions must be documented in writing and distributed to all parties involved.

The Chief Human Resources Officer or designee may extend any of the following timelines if it is determined that attempts to resolve the matter legitimately caused a participant to miss any of the following deadlines (e.g., if mediation efforts delay the initial filing) or if there are other extenuating circumstances.

In the case of an appeal (Section V., L.):

- If the respondent fails to meet the time requirements and has not received an extension, the appeal advances by default to the next step in the process.
- If the appellant fails to meet the time requirements, the appeal shall be considered withdrawn.

J. 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 College encourages 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. So long as subsequent corrective action is not required, a written directive will not be filed in an employee's official personnel file. In some cases, the alternative dispute resolution process called Mediation (Appendix D) 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 and in consultation with Human Resources Employee Relations, 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.

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.

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. At this point, the employee is informed that the meeting is for the initial corrective action discussion as set forth in policy. The meeting will be at a mutually agreed upon time within seven calendar days. The supervisor may invite a facilitator from Human Resources Employee Relations to be present but shall inform the employee of this intent.
- b. The employee may choose to have an employee representative accompany him/her to the meeting (Section V., H.).
- 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 Initial Corrective Action Plan shall not exceed 90 calendar days of the employee's scheduled work time. Plan item timeframe may be extended upon mutual agreement, and will be adjusted for approved absences of one week or more. 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 be maintained in the supervisor's file. This paperwork will not be placed in the employee's official personnel file.
- e. Upon satisfactory completion of the corrective action plan, the employee shall be provided written confirmation of the satisfactory performance. One year after the satisfactory completion of the plan, the written record will be removed from the supervisor's files and returned to the employee.
- f. Should performance/conduct not improve, or recur within one year of the completion of the corrective action plan, the written record may be used in subsequent corrective action and disciplinary 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. At this point, the employee is informed that the meeting is for a second corrective action discussion as set forth in policy. The meeting will be at a mutually agreed upon time within seven calendar days of the notification. The employee shall be given sufficient time to prepare for the meeting (at least 48 hours). The supervisor may invite a facilitator from Human Resources Employee Relations but shall inform the employee of this intent.
- c. The employee may choose to have an 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 Second Corrective Action Plan shall not exceed 90 calendar days of the employee's scheduled work

time. Plan item timeframes may be extended upon mutual agreement and will be adjusted for absences of one week or more. 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.

- f. 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.
- g. Following satisfactory completion of the second Corrective Action plan, and at the end of one year from the date of completion, the written record will be removed from the employee's personnel file at the request of the employee.
- h. 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 or proceed with disciplinary action.
- i. If, after the satisfactory completion of the corrective action plan, but within one year of its completion, the employee fails to maintain the satisfactory job performance/conduct that had been identified in the plan, the supervisor has the option to reinstate the corrective action plan or proceed with Disciplinary Action.

K. 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 begin the initial disciplinary procedure without following the steps of the Corrective Action Procedure.

As established by the disciplinary procedure, 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.

1. Initial Disciplinary Procedure

- a. Even if an investigation or corrective action plan has not taken place, the supervisor will schedule a meeting with the appropriate Administrator and a representative from Human Resources Employee Relations to determine an appropriate plan of action.
- b. The supervisor will schedule a fact-finding meeting with, a representative from Human Resources Employee Relations 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 during a regularly scheduled workday for the employee. The employee shall be given sufficient time to prepare (at least 48 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.

- i. The employee may choose to have an employee representative accompany him/her to the meeting (see Section V., H.).
 - ii. 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.
 - iii. If additional meetings with the employee are warranted, the meeting procedure as indicated in 1.b will be followed.
- c. The presiding Administrator will decide, with the assistance of Human Resources Employee Relations, 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.
- d. 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 an appeal. If the employee chooses to appeal the decision, the disciplinary action will be held in abeyance pending completion of the grievance.
- e. Should disciplinary action be authorized, the employee may file a grievance if he/she believes that College policies and/or procedures were not followed in the Disciplinary Procedure. The outcome of this grievance will not change the contents of the Disciplinary Action, but may result in an independent investigation of the process used to arrive at that outcome. The employee may also elect to file an appeal (Section V., L.) if he/she believes that the outcome of the Disciplinary Procedure is not satisfactory.

2. 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.

Following any disciplinary action, other than termination, there will be a disciplinary probation period of six months. During this period of time, the

supervisor will provide feedback and evaluation to the employee. During this period, the supervisor and appropriate administrator can initiate further disciplinary action if warranted.

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 employee, with the concurrence of his/her supervisor and 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. 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

A suspension 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. Notice of suspension 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. 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 within ten days for inclusion with the suspension decision in the personnel file.

i. Notice in Lieu of Suspension

The employee will receive notice that a suspension is warranted, but due to College operational concerns, the employee remains at work.

ii. Administrative Leave With Pay

The employee may be placed on administrative leave with pay, until a decision is made regarding his/her employment status with the College.

iii. Suspension Without Pay

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.

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.

i. Notice of Recommendation 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.

ii. 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 administrative leave with pay pending action by the Governing Board on the recommendation to terminate.

L. Appeal Processes for Outcomes of Disciplinary Action Excluding Termination

Supervisors are to investigate and discuss an appeal only with those individuals who have a need to know about it or who are needed to supply necessary information.

1. Initial Appeal to the Level One Supervisor

If an employee is not satisfied with the outcome of a Disciplinary Procedure, he/she may file a formal written appeal within seven calendar days after the decision is received. This appeal must:

- a. Identify a reason why the decision is not satisfactory,
- b. Contain a statement of the facts surrounding the incidents with appropriate documentation,
- c. Contain the remedy sought.
- d. Be filed with:

- the respondent
 - the level one supervisor(s)
- e. Be signed by the appellant or sent from the appellant's PCC email account.

Any appeal that does not include these essential elements will be rejected.

The level one supervisor will confer with the parties, Human Resources Employee Relations and any other persons he/she deems appropriate, to investigate the issues. Within seven calendar days from the date of the receipt of the appeal, the level one supervisor will provide a written decision and justification to the appellant and the respondent.

2. Final Appeal to Executive Administrator

If the appellant or respondent is not satisfied with the decision received at the initial stage of the appeal process described above, the appellant may appeal the decision to the executive administrator responsible for the campus or department where the Disciplinary Procedure originated, unless the appeal is with the executive administrator, in which case, the appeal will be sent to the Chancellor or his/her designee.

The appeal must be in writing and must include the formal appeal paperwork and decision, and the reason(s) the decision is not considered satisfactory. The appeal must be sent to all participants in the process to date. Any appeal that does not include these essential elements will be considered withdrawn. The appeal must be signed by the appellant or respondent or sent from the appellant's or respondent's PCC email account.

This final appeal must be filed within seven calendar days of receipt of the initial appeal decision. The executive administrator or designee will take the steps he/she deems necessary to review and investigate the appeal and may meet with the appellant, respondent, and level one supervisor. The executive administrator or designee will document all steps taken in the investigation of the appeal. The executive administrator or designee will complete the review and investigation within seven calendar days of receipt of the appeal and will issue a written decision with justification to the participants. This decision is final.

M. Appeal of Termination

Employees may promptly appeal a recommendation of termination directly to the Governing Board, within seven 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 21 calendar days of the Board's receipt of the appeal. Within 21 calendar days after the hearing concludes, the Governing Board will render a written decision to the appellant.

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

This section applies to all regular faculty, classified employees and administrators.

A. Intent, Scope and Definitions

1. Intent and Scope

The intent of this procedure is to provide a method for resolving differences of opinion about policy interpretation and/or implementation. The College encourages the resolution of these issues on an informal basis whenever possible. However, when an issue cannot be resolved informally, the College provides this formal grievance procedure, which is intended to provide a reasonable and timely resolution. Once a grievance is initiated, confidentiality will be maintained to the extent that is reasonably possible by all involved parties. Violations of confidentiality may result in corrective or disciplinary action per Section V: Code of Conduct/Discipline.

A grievance is defined as, and limited to, allegations that a specific personnel policy statement provision, a standard practice guide (SPG), and/or regulation has been or is being misapplied, misinterpreted, or not applied in such a way that the grievant or his/her working conditions have been affected. The content of the policy, SPG or regulation itself is not grievable. Complaints or other concerns that do not meet this definition will not be considered under this procedure.

Examples of issues that are **not** grievable under this procedure include:

- Alleged discrimination because of race, color, sex, age, religion, national origin, marital status, or non-disqualifying disability or alleged sexual harassment; such allegations are filed using the College's ADA and Equal Opportunity/Discrimination Complaint Process.
- Termination of an employee in the initial hire probation period.
- Terminations related to reduction-in-force or to expiration of temporary or externally funded grants or contracts (unless the grievance alleges policy violations).
- Non-selection from a properly constituted list of job candidates (unless the grievance alleges policy violations).
- The contents of a supervisory evaluation of performance, or outcome of a corrective action or disciplinary procedure except for failure to follow College policies and/or procedures. The outcome of this grievance process will not change the contents of the supervisory evaluation or corrective action outcome, but may result in an independent investigation of the process used to arrive at that outcome.

Any regular faculty member, classified employee or administrator may file a grievance.

The Office of Dispute Resolution is charged with oversight of the grievance process and for tracking and reporting on types, location and resolution of grievances. Copies of all responses that are part of the formal grievance procedure and all supporting documentation will be sent to the Office of Dispute Resolution (see Section VI., E.).

2. Definitions

- **Grievant:** the person filing the grievance.
- **Grievant group:** employees who agree to consolidate their individual grievances into a single grievance. The College or a group of employees may consolidate individual grievances into a group grievance when the policy concern is the same. However, a grievant may decide that his/her grievance will be handled individually and not as part of the group. A grievant's decision to participate in a group or individual grievance is irrevocable; when an employee has decided that his/her grievance will be included in a group grievance, the employee may not pursue the same issue as an individual grievance. The members of the grievant group are limited to those in the group at the time the formal grievance is filed.
- **Respondent:** the person who has allegedly misapplied, misinterpreted or not applied policy. In the case of an appeal, the respondent is the person that did not make the request for an appeal.
- **Representative:** the regular employee or member of the employee representative group supporting the grievant as per Section B.
- **Level one supervisor:** the person who supervises the grievant and respondent, or who supervises the grievant group and respondent. Alternatively, in a situation in which the grievant and respondent do not share a common supervisor, the respondent's supervisor will serve as the level one supervisor.
- **Executive administrator:** the person who reports to the Chancellor and who has final supervisory responsibility over the level one supervisor (e.g. the Campus President or Vice Chancellor).
- **Grievance Review Board:** a group of employees authorized to review an appeal of a formal grievance decision; see Section F4.
- **Appellant:** a grievant, grievant group or respondent that appeals a formal grievance decision as per Section F3.

B. Representation

The grievant or grievant group and respondent each have the right and option to identify and select another regular College employee as a representative of his/her choice at any and all steps of the grievance process. This individual should be a member of the same employee group as defined in Board Policy 4001 unless the grievant or grievant group, respondent, and appropriate supervisor agree that a representative from another group is acceptable. A selected representative may decline and the grievant or respondent may then select another representative. A representative shall not be a key witness, or a potential grievant or respondent in the same matter.

If the representative has legal training or is an attorney, the representative may not act in the capacity of an attorney as related to this grievance or any issue that may be tied to the grievance.

If the grievant or grievant group, respondent, and appropriate supervisor or Review Board, agree, a 'representative in training' may observe the process but will not participate as a representative.

The grievant, grievant group or respondent may assign any or all of the following roles to his/her representative, but is responsible for making all final decisions regarding how to pursue the grievance:

- observer

- note-taker
- person who speaks in addition to the grievant, but not for the grievant
- assistant to read and interpret policy or provide other appropriate support
- advisor

All communications between the representative and the grievant that relate to the grievance shall be confidential.

C. Time Line Exceptions

All time requirements in the process shall be met unless the parties mutually agree to an extension, an unforeseen event occurs, or an extension is granted by the Office of Dispute Resolution. All extensions must be documented in writing and distributed to all parties involved (grievant or grievant group, respondent, and the appropriate supervisor or Review Board.)

If the respondent fails to meet the time requirements and has not received an extension, the grievance advances by default to the next step in the process.

If the grievant fails to meet the time requirements, the grievance shall be considered withdrawn.

The Office of Dispute Resolution may extend any of the following timelines if it is determined that attempts to resolve the matter legitimately caused a participant to miss any of the following deadlines (e.g., if mediation efforts delay the initial filing) or if there are other extenuating circumstances.

Note that as per Section F2, a formal grievance must be filed within thirty calendar days of the incident triggering the grievance. The thirty-day period begins the day following the incident.

D. Conflict of Interest

If anyone in a position to make a decision regarding the outcome of the grievance believes that there may be a conflict of interest or appearance of conflict of interest in reviewing the grievance and issuing a decision, has a conflict of interest, or believes that someone else has a conflict of interest, he/she will request that another individual with a similar role or an alternate identified as member of the Review Board serve in his/her stead.

The Office of Dispute Resolution is charged with addressing any unresolved conflict of interest concerns.

E. Written Documentation

At the conclusion of the grievance, all documents, communications, and other records dealing with the formal grievance process outlined in this section will not be filed in the employee's personnel file, but will be maintained in a separate grievance file in the Office of Dispute Resolution.

F. Resolution Process: Informal Resolution and Formal Grievance

A flow chart summarizing the order of events in this process is presented in Appendix G.

3. Informal Resolution Attempt

The College encourages the resolution of policy interpretation or implementation issues on an informal basis whenever possible. The potential grievant(s) typically works with the potential respondent to clarify and resolve the matter expeditiously and informally. This gives the potential respondent an opportunity to correct the situation or to provide an explanation of the matter.

The potential grievant(s) and/or respondent may request assistance from the Office of Dispute Resolution or ask that a designee from the Office of Dispute Resolution serve as an intermediary and attempt to bring the parties together informally for resolution. In addition, the College's Mediation Program (Appendix D) or other informal resolution models may be pursued prior to filing a grievance.

In a situation in which the potential grievant believes he/she cannot discuss the matter with the potential respondent (such as when the two employees do not share reporting lines or due to the nature of the issue(s)), then it is permissible to contact the next higher supervisor of the potential respondent.

4. Formal Grievance

If the grievant is not satisfied with the outcome of attempts to informally resolve the issue, or if he/she did not attempt informal resolution, the grievant may file a formal written grievance within thirty calendar days after the incident. The grievant must complete a PCC Formal Grievance Form. On this form, the grievant will:

- a. Identify the policy statement provision that is alleged to have been violated,
- b. Provide a statement of the facts surrounding the grievance with appropriate documentation; this statement may reference prior examples of the same type of incident that precipitated the grievance filing,
- c. Identify the remedy sought. If the grievance is related to a supervisory evaluation or corrective action, then the only remedy that may be sought is a review of the process used to reach the conclusion. Those reviews will be conducted by the Office of Dispute Resolution.
- d. Be filed on line for routing to the Office of Dispute Resolution. The Office of Dispute Resolution will forward the information to:
 - the respondent
 - the level one supervisor(s) or the person the grievant believes has the authority to resolve the issue if it is not the level one supervisor

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

The respondent must submit his/her written response to the grievant or grievant group and the level one supervisor within seven calendar days from the date the grievance was filed.

The level one supervisor may confer with the parties, and any other persons he/she deems

appropriate, to investigate the issues. Within fourteen calendar days from the date the grievance was filed, the level one supervisor will provide a written decision and justification to the grievant and the respondent.

Supervisors 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.

If the grievance is against the Chancellor, the process described in Common Personnel Policy Section V.F.1 should be followed.

5. Formal Grievance – Initial Appeal to Executive Administrator

If the grievant, grievant group or respondent (the appellant) is not satisfied with the decision received at the first stage of the grievance process described in section two above the appellant may appeal the decision to the executive administrator responsible for the campus or department where the grievance originated, unless the grievance is with the executive administrator.

No allegations of other policy violations may be added to the appeal, although additional examples or other documentation regarding the incident that led to the initiation of the formal grievance process may be added.

The appeal must be in writing and must include the formal grievance paperwork and decision, and the reasons the decision is not considered satisfactory. The appeal must be sent to all participants in the process to date. Any appeal that does not include these essential elements may be considered withdrawn. The appeal must be signed by the grievant, grievant group or respondent or sent from the appellant's PCC email account.

This appeal must occur within seven calendar days of receipt of the formal grievance decision. The executive administrator or designee will take the steps he/she deems necessary to review and investigate the grievance and may meet with the appellant, respondent, and level one supervisor. The executive administrator or designee will document all steps taken in the investigation of the grievance. The executive administrator or designee will complete the review and investigation within fourteen calendar days of receipt of the appeal and will issue a written decision with justification to the participants.

6. Formal Grievance – Second Appeal to Review Board

Within seven calendar days of receipt of the formal grievance appeal decision, the appellant or respondent may appeal the Executive Administrator's decision to the College's Grievance Review Board. The Review Board is contacted through the Office of Dispute Resolution.

The appeal must be in writing and must include the formal grievance paperwork, original decision, appeal decision and the reasons the appeal decision is not considered satisfactory. The appeal must be sent to all participants in the process to date. Any appeal that does not include these essential elements may be considered withdrawn. The appeal must be signed by the appellant or respondent or sent from the appellant's or respondent's PCC email account.

The Review board that is a group that includes the following four voting members who serve staggered two-year terms:

- an administrator selected by the Chancellor or his/her designee,
- a faculty member selected by their employee representative group,
- an exempt staff member selected by their employee representative group, and
- a non-exempt staff selected by their employee representative group.

Selected volunteers do not need to be a member of the employee representative group.

The Chancellor and employee representative groups will identify two alternates for each position to serve if the committee member is not able to serve during the scope of that grievance (e.g., if the member is off contract, away on College business or if he/she needs to recuse him/herself as per Section D: Conflict of Interest.)

Selected volunteers and alternates will agree to not discuss grievances, either specifically or generally, with anyone outside of the Review Board for the duration of their terms. Violations of confidentiality may result in corrective or disciplinary action per Section V: Code of Conduct/Discipline.

The board also will include one non-voting member, the head of Human Resources Employee Relations or his/her designee, to provide policy advice, administrative support, and Review Board requested research.

The Review Board will meet within fourteen calendar days of receiving the appeal. The Review Board will review all submitted materials prior to meeting. Review board members may ask the Office of Dispute Resolution to assist in the review and investigation of the grievance and may meet with the appellant, respondent, level one supervisor, and the reviewing executive administrator. All steps taken by the Review Board in their review and investigation of the grievance will be documented.

The members of the board will issue a written response within fourteen calendar days of the initial Review Board meeting.

If the Review Board members did not reach consensus (i.e., if there were two votes on each side) then the Review Board will forward all of the submitted materials to the Chancellor or designee, who will review the information and make the final decision.

If the decision of the Review Board was unanimous, or if three of the four voting members agree regarding the decision, the decision is final unless the appellant or respondent requests that the Chancellor review the decision.

7. Formal Grievance – Final Appeal Request to Chancellor

Within seven calendar days of receipt of the Review Board's appeal decision, the appellant or respondent may request that the Chancellor review the decision.

The request must be in writing and must include the formal grievance paperwork, decision, all

appeal paperwork, and the reasons the Review Board's response is not considered satisfactory. The written appeal request must be sent to all participants in the process to date. Any appeal that does not include these essential elements may be considered withdrawn. The appeal request must be signed by the appellant or respondent or sent from the appellant's or respondent's PCC email account.

The Chancellor, or his/her designee, may accept the decision of the Review Board as final, or agree to review the decision and issue a final decision.

In the latter case, the Chancellor or designee will take the steps he/she deems necessary to review the grievance and appeals. The Chancellor or designee will provide a final written decision to the grievant, respondent, and Review Board within fourteen calendar days. The Chancellor or designee will document all steps taken in the review and investigation of the grievance.

G. General

1. No reprisals shall be taken against any grievant, representative, or other participant in the grievance process because of such participation.
2. It is not considered proper if an employee abuses the process 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.
3. When appropriate, the decision will be retroactive to the date of the employee's original grievance.
4. Upon request to his/her supervisor, the grievant will be provided a reasonable amount of time, to meet with his/her representative and/or to prepare a grievance and/or response.

Section VII. Employee Representative

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

A. Employment Opportunity, Americans with Disabilities Act, Non-Discrimination and Anti-Harassment (including Sexual Harassment) BP-1501

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 Board Policy 1501 and other College policies and regulations.

B. Dues Deduction

Authorization: Any staff 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. Fulltime regular faculty employees wishing to participate in the College's recognized employee representative group must provide written or electronic authorization annually to the Employee Service Center for payroll deductions for employee group membership benefits and 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.

Cancellation: For AFSCME and ACES dues, such authorization shall continue in effect from year to year unless revoked in writing in accordance with applicable employee group procedures. A faculty member wishing to cancel his/her dues deduction authorization may do so at any time by notifying the Employee Service Center (Payroll Office).

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. Continuation of Health Insurance [all employees]

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 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 a maximum of 36 months) if notice of the second qualifying event is properly given to the Plan. This 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. 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.

Plan Administrator: Board of Governors Pima County Community College District c/o The Employee Service Center 4905C East Broadway Boulevard Tucson; AZ 85709-1235 Phone: (520) 206-4945 Fax: (520) 206-4969	COBRA Administrator: ASI COBRA, LLC 201 West Broadway Columbia, MO 65203 Phone: (877) 388-8331
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Appendix B. Employee Assistance Program (EAP) **[full-time regular employees]**

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 Jorgensen Brooks Group 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 **Jorgensen Brooks Group**. 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 Jorgensen Brooks 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 Jorgensen Brooks EAP?

Jorgensen Brooks Group 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
- Mediation
- Supervisory training information and materials

What About Confidentiality?

EAP visits are completely confidential. Sessions with a Jorgensen Brooks 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:

520-575-8623

888-520-5400 toll free

<http://www.jorgensenbrooks.com/>

Questions regarding this program contact:

EMPLOYEE RELATIONS OFFICE

District Central Office
4905D East Broadway Blvd.
Tucson, Arizona 85709-1180
(520) 206-4622

Appendix C. Voluntary Retirement Savings

[all employees]

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/administrative-services/human-resources/benefits/index.html>.

Appendix D. Mediation Program

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.

EMPLOYEE RELATIONS OFFICE:

District Central Office
4905D East Broadway Blvd.
Tucson, Arizona 85709-1180
(520) 206-4622

AA/EEO/ADA Employer

Revised 7/13



PIMA COMMUNITY COLLEGE

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. With supervisory authorization, employees may request mediation sessions conducted off-site.

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 206-4622. Off-site mediation services are scheduled through Jorgensen Brooks Group. However, you should first attempt to resolve the conflict with the other party with the help of your direct or next level supervisor.

Appendix E. 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.

Appendix F. The Family and Medical Leave Act

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of 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*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously

taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

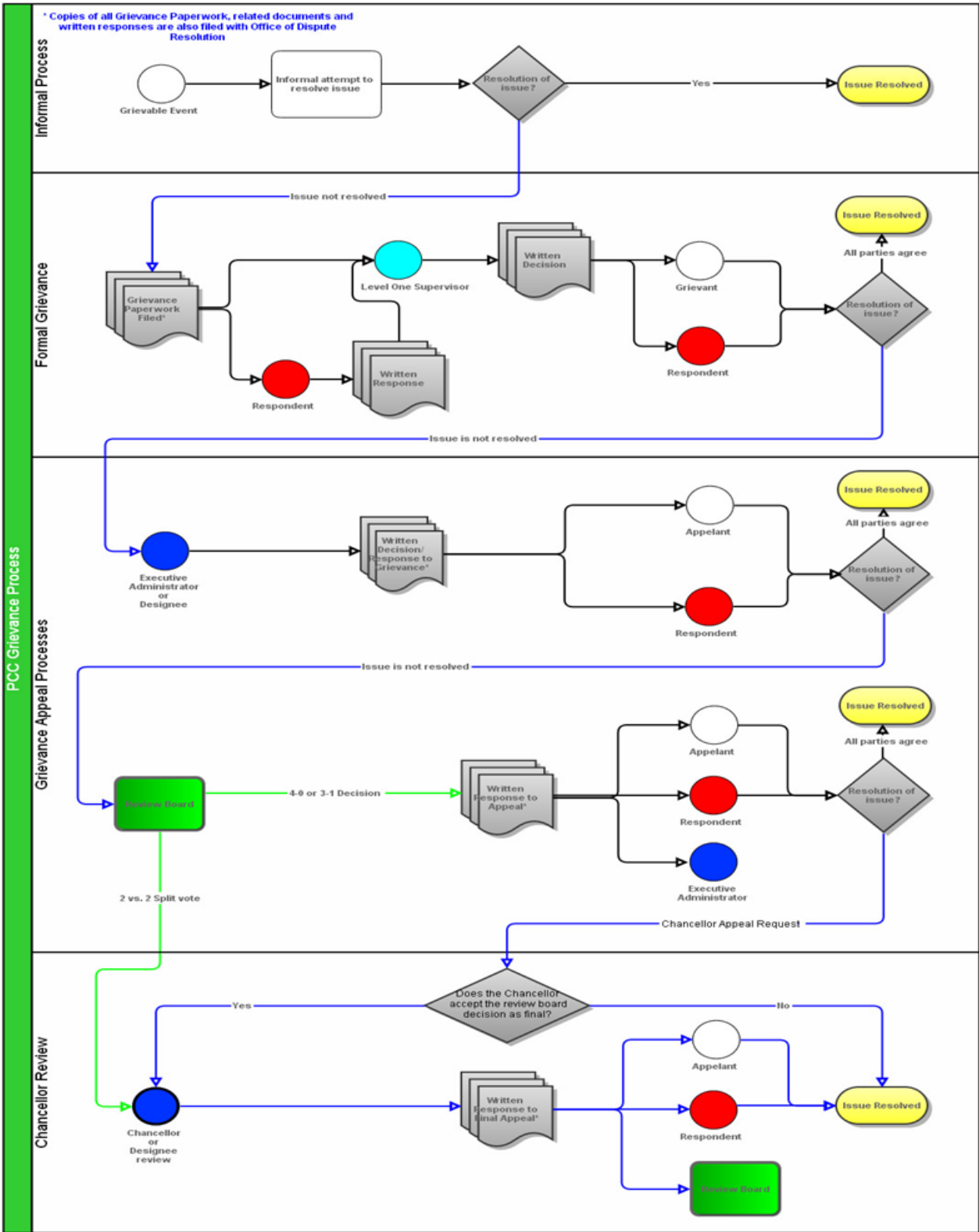
For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor Wage and Hour Division WHD
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Appendix G: Grievance Procedure (The detailed written grievance procedure can be found in Section VI.)



Appendix H: Contacts for Help with a Complaint

H. Complaint by a Student

<i>Discrimination, Harassment, Sexual Harassment</i>	EEO Office, ext. 4539
<i>Advising, Assessment, ADR, Financial Aid, Student Life</i>	Vice President of Student Development, CC ext. 3982, DC ext. 7263, DV ext. 5086, EC ext. 7666, NW ext. 2206, WC ext. 6677
<i>How a class is taught or grade complaint</i>	Instructor > Department Chair > Academic Dean > Vice President of Instruction
<i>Fear about a Student, Staff or Faculty</i>	PCC DPS, ext. 2700
<i>Student Personal Crisis</i>	Campus Counselor, CC ext. 6408, DC ext. 7260, DV ext. 5030, EC ext. 7662, NW ext. 2231, WC ext. 6699

Complaint by Faculty or Staff

<i>Classroom Management</i>	Department Chair > Academic Dean > Vice President of Instruction
<i>Worried about a student or suspected Code of Conduct Violation</i>	Vice President of Student Development, CC ext. 3982, DC ext. 7263, DV ext. 5086, EC ext. 7666, NW ext. 2206, WC ext. 6677
<i>Dangerous Student, Person or Situation</i>	PCC DPS, ext. 2700 AND Campus Administrator
<i>Facilities Problems</i>	Facilities Management, ext. 2733 or DPS ext. 2700
<i>Discrimination, Harassment, Sexual Harassment</i>	EEO Office, ext. 4539
<i>Potential or actual violation of College Policy</i>	Supervisor > Employee Relations, ext. 4622
<i>Ethics and Compliance Concerns</i>	Anonymous Hotline (855) 503-8072 and PCC Website, www.complianceandethicshotline.ethicspoint.com
<i>Health and Safety</i>	Environmental Health and Safety, ext. 2770

NOTE: This is a guide; each level may work with others as resources. See Web for specifics on complaint processes.

GLOSSARY

Definitions

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 employee groups.)
2. **Administration** shall mean the Administrators of Pima County Community College District.
3. **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. Administrative Appointments (Instructor) are made non-competitively or on a limited competitive basis.
4. **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.
5. **Board** shall mean the Board of Governors of the Pima County Community College District.
6. **Campus** shall mean assigned locations, approved community facilities and locations, and/or other locations approved and designated for instruction or instruction related activities.
7. **Chancellor** shall mean the Chief Executive Officer of Pima County Community College District.
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 are established for these positions.
9. **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.
10. **College** or **District** shall mean the Pima County Community College District.
11. **Conviction** includes pleas of no contest or nolo contendere.
12. **Demotion** shall refer to a College initiated disciplinary action to a lower classification range or position.

13. **Department** shall mean sub-units or Offices within a College administrative unit.
14. **Dependent** shall mean
 - a. the employee's spouse and/or child(ren) as declared by the employee's Federal income tax return as a qualified IRS dependent,
 - b. or as filed jointly on Federal income tax return.
15. **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.
16. **Employee Group** shall mean classified non-exempt staff, exempt staff, administrative or full-time regular faculty (educational support and instructional).
17. **Employee Representative Group** shall mean a duly recognized employee organization eligible to participate in the meet-and-confer process.
18. **Executive Administrator** shall mean the Chancellor, Executive Vice Chancellors, Vice Chancellors and Campus Presidents who have College-wide responsibility in carrying out the policies of the College's Governing Board.
19. **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.
20. **Externally Funded Positions** have 50% or more of the funding coming from resources other than the general operating funds of the College. For such positions, 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.
21. **Faculty** shall mean full-time regular personnel who carry out the educational mission of the College: instructional faculty and educational support.
22. **Faculty Administrative Appointment** 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. Faculty Provisional Appointments are made on a limited competitive basis.
23. **Faculty Flex Schedule** applies to regular and administrative appointment faculty and allows the days of accountability to include day, evening, weekend and recess work assignments.

24. **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.
25. **Full-time Employment** means that an employee is scheduled to work 30 hours or more per week.
26. **Initial Hire:** Employment for the first time in a regular position with the College.
27. **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.
28. **Involuntary Transfer** – a transfer of a regular employee initiated by the College
29. **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.
30. **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.
31. **Part-time Employment** means that an employee has a regular work schedule of less than 30 hours per week.
32. **President of an Employee Representative Group** or his/her designee is the authorized spokesperson for the organization.
33. **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.]
34. **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.
35. **Qualified Applicants:** Those who meet established qualifications and eligibility requirements for the position and have applied under a competitive job announcement.
36. **Reassignment or Position Change:** Change in assignment of a regular employee from one position to another at the same level or to another location. (See also “Promotion” when reassignment is to a higher range or rate of pay.)

37. **Recruitment Area:** Area in which the College makes an intensive search for eligible applicants in a specific competitive action. The *minimum recruitment area* is defined as local, national or targeted geographical areas 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.

38. **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.

Regular employees in externally funded positions are subject to special employment conditions and/or restrictions.

39. **Supervisor** shall mean an employee who supervises subordinate staff, including selecting, training, motivating, coaching, correcting, evaluating, disciplining, and recommending termination of employees.

40. **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).

41. **Transfer** shall mean a change of assignment of a regular College employee to a vacant position of equal or lesser classification and at the same or other location(s).

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

43. **Years of Service** – The length of time a College employee has served, as that term is defined by the Personnel Policy Statement applicable to the assigned employee group during the period of employment at issue.

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