NOTICE OF SPECIAL MEETING

6:00 p.m.
June 25, 2014
District Office
Community/Board Room
4905 E. Broadway Blvd.
Tucson, AZ  85709-1010

AGENDA FOR MEETING*

General Matters

1. Call Meeting to Order

Action Items

2. Personnel Policy Statement for College Employees, Non-Exempt, Exempt, Faculty and Administrators, 2014/2015 Fiscal Year
   • Administration is requesting approval of the proposed changes to the 2014/2015 Personnel Policy Statement for College Employees to modify the language.

Adjourn Meeting

* Option to recess into legal advice executive session — Pursuant to A.R.S. §38-431.03(A)(3) the Governing Board may vote to go into executive session for the purpose of obtaining legal advice from its legal counsel with respect to any item listed on this agenda or any addendum thereto.

* Additional Information — Additional information about the above agenda items can be found in the Governing Board packet that is available for review at the Campus Libraries and on the College’s website at www.pima.edu/board/packets.

* To request a reasonable accommodation for individuals with disabilities, a minimum of 5 business days before the event is requested. Contact Phone: (520) 206-4539; Fax: (520) 206-4567.

Members of the Governing Board may participate by telephone, video or internet conferencing.
Section I. General Information
B. Equal Employment Opportunity, Non-Discrimination and Anti-Harassment (including Sexual Harassment)
   o See attached
C. Discrimination, Harassment (including Sexual Harassment) and Retaliation
   New Provision
   o See attached
D. Americans with Disabilities Act Compliance
   o See attached (formerly section C)
F. Reporting Responsibility and Procedures
   o New Provision, see attached

Section II. Employment
B. Competitive Employment for Regular Positions
   1. Covered Personnel
      o See attached
   2. Competitive Procedures
      o See attached
   3. Notice of Job Vacancies
      o See attached
   4. Evaluation of Applicants
      o See attached
C. Voluntary Transfer Program
   o See attached

Section IV. Leaves
J. Leaves of Absence
   o See attached

Section V. Code of Conduct
A. Preamble
   o See attached
B. Definitions
   o New Provision, see attached
C. Code of Conduct and Standards of Behavior for Employees
   o See attached (formerly section B)
D. Reporting Violations of Law and College Policy (Whistle-blowing)
   o See attached (formerly section C)
E. Whistle Blowing Protection
   o See attached (formerly section D)
F. Investigative Process
   o See attached (formerly section E)
   1. Investigations
      o See attached
2. Investigatory Leave of Absence
   o See attached

G. Guidelines for Correction Action and Disciplinary Procedures
   o See attached

H. Representation
   o New provision, see attached

I. Time Line Exceptions
   o New provision, see attached

J. Corrective Action Procedure
   o See attached (formerly section H)
   1. Step One: Initial Corrective Action Discussion
      o See attached
   2. Step Two: Second Corrective Action Discussion
      o See attached

K. Disciplinary Procedures
   o See attached (formerly section H)
   1. Initial Disciplinary Procedures
      o See attached
   2. Disciplinary Actions
      o See attached

L. Appeal Process for Outcomes of Disciplinary Action Excluding Termination
   o New provision, see attached

M. Appeal of Termination
   o New provision, see attached

Section VI. Grievance Procedure
   o New Language, see attached

Appendix A. ADA and Equal Opportunity/Discrimination Complaint Procedures, deleted
Appendix B. Request for ADA Accommodation, deleted
Create new appendix for Grievance Procedures
B. Equal Employment Opportunity, Non-Discrimination and Anti-Harassment (including Sexual Harassment)

- 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 Appendix A for information on the College’s ADA/EEO Discrimination Complaint Procedure.

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.
C.D. Americans With Disabilities Act Compliance

- Board Regulation 1501, 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 Appendix A and B for information on requesting accommodations under the ADA.)

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

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

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.

G.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.

Section II. Employment
B. Competitive Employment for Regular Positions

Covered Personnel Actions

In general, competitive procedures apply to initial hire to a regular position and/or promotion to a different regular position with a higher range or pay rate. Competitive procedures may be used, but are not required, for position changes which are not promotions, e.g., reassignment to another position at the same range. If a trainee, developmental, apprentice or flexibly staffed position is established, competitive procedures are not required for advancement (promotion) to the full performance level of the position, so long as the original position was filled competitively. In this situation, the advancement potential of the position should be included in the competitive job announcement.

Competitive procedures do not apply to reclassification actions or position change actions resulting from reorganizations and realignment of duties or to the temporary assignment of a regular employee to perform higher-level duties for a specified time period. Likewise, competitive procedures are not applicable to employment or re-employment required by law, directed as a corrective action, or covered by other Board-approved personnel policies.

The Governing Board or the Chancellor may approve other exceptions based on
Background: The Standard Practice Guide (SPG) 4201/BA, titled Filling Authorized, Vacant Regular Positions, was comprehensively reviewed by all employee representative groups (ACES, AFSCME, and PCCEA) and vetted through the College’s policy review process. The revision of SPG 4201/BA resulted from a collaborative process involving the administration and all employee representative groups in the spring of 2014. Because of this collaborative process and in order 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. Because of 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.

### 1. Competitive Procedures

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

a. Competitive procedures will support the College’s policy of equal employment opportunity for all qualified persons without regard to race, color, national origin, religion, sex, sexual orientation, disability, age, or on the basis of membership as set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), or any other basis which is proscribed by law.

b. Recruitment areas, defined as local, national or targeted geographical areas, must be sufficiently broad to ensure the availability of highly qualified applicants, and will take into account the nature and level of the position, as well as the affirmative action goals of the College.

c. To be eligible for competitive consideration, applicants must meet the qualification and eligibility standards established for the position and the application/employment process.

d. Methods of evaluation must be consistent with federal and state laws, regulations, and job-relatedness standards.

e. The Administration retains the right to select or not select from among a group of finalists referred for selection consideration.

f. Positions may be filled through appropriate noncompetitive methods; for example, through reassignment of an employee to a position at the same range or pay rate. In deciding which method or source to use, the Administration will consider which is
most likely to meet the mission objectives, the needs of the organization, and the College’s affirmative action goals.

g. Administration of the competitive system will include provisions for record keeping oversight, corrective action, and dissemination of necessary information to employees and the public, ensuring that individuals’ rights to privacy are safeguarded. The College must maintain a record of each competitive action sufficient to allow reconstruction of the action, including documentation on how applicants were evaluated.

2. Notice of Job Vacancies

All competitive opportunities will be posted on the College’s jobs website for a minimum period of five work days. The College will determine and make additional dissemination of the opportunity depending on the recruitment area identified and the needs of the College. Each job announcement will contain, at a minimum, information on the position title, compensation information (if applicable), employee group, if regular or temporary, funding, position requirements or qualifications, and instructions on required application materials. A job announcement may be used to fill multiple positions of the type being recruited for. Refer to Job Opportunities at Human Resources’ website at [http://www.pima.edu/pima-jobs/index.html](http://www.pima.edu/pima-jobs/index.html) for current openings.

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

3. Evaluation of Applicants

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

B. Voluntary Transfer Program

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, it determines that the best-interests of the College will be served. The College also recognizes the importance of allowing current regular employees the opportunity to request voluntary transfer to other available position(s) or location(s).

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

1. Procedures

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

a. Voluntary transfers may occur within the same employee group within the same salary range or lower;

b. All of the following conditions must be met before the process for voluntary transfer may be commenced:
   1. The position (FTE) is vacant or it is scheduled to become vacant.
   2. The position is budgeted and has been authorized and approved for filling.
   3. The College Administration has not opted to fill the position pursuant to its own management discretion.

c. The Human Resources Office will distribute internal notices for positions for which voluntary transfer requests will be accepted;

d. Interested regular employees who are eligible for transfer and who meet the position requirements may submit a letter of interest and any other requested information to the Human Resources Office not later than the stated deadline.

e. The decision on an application for voluntary transfer will be based on factors which include, but are not limited to, programmatic and service needs of the transferring and receiving campus/center/central office, College hiring standards for the position, special skill sets/credentials of the applications, as well as the need for different approaches to the delivery of programs and support services.

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

2. Other Information

a. The voluntary transfer program is not intended to supplant retrenchment or layoff-termination policies and procedures.

b. Selection or non-selection for a voluntary transfer opportunity is not grievable, unless the employee believes that provision of this policy statement has been violated.

c. Administration of this program will include provisions for record keeping and oversight.

d. If a decision is made to not fill an available position by voluntary transfer, a full competitive process open to College employees and the general public may be initiated. If and when a job announcement is issued, all interested employees are encouraged to submit applications for any position which they are qualified.
Section IV. Leaves
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 for a period not to exceed one year if allowed by insurance policies in effect at that time. The employee must pay the entire cost of his/her group medical, dental, and life insurance coverage election.
Employees on leave should consult with the 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.

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 responsibility 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.

### B. 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;

   b. Consult with Human Resources Employee Relations for assistance prior to initiating corrective or disciplinary action;

   c. Substantiate each apparent violation of policy or procedure or instance of unsatisfactory performance before taking action;

   d. Inform the employee if any policy or procedure has been violated;

   e. 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; the use, selling, dispensing or possession of alcohol and/or illegal drugs or narcotics on College premises, while conducting College business, or at any time which would interfere with the effective conduct of the employee’s work for the College; the use of illegal drugs; or testing positive for illegal drugs (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 1 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. Lying or intentionally falsifying, altering or withholding relevant information from any College record or report, failing to notify the College of a felony conviction or the loss of a license or certificate required for the position, or failing to cooperate in a College investigation or audit;

g. Abusing sick leave or demonstrating a pattern of sick leave use without required medical documentation; or having unauthorized absences from work;

h. Using an employee’s official position for personal gain, using confidential information for personal advantage or to further any private interest; accepting or soliciting, directly or indirectly, any gift or item of other than modest monetary value from any person or entity seeking action from, doing business with, or whose interests may be substantially affected by the performance or nonperformance of the employee’s duties (see Section I.HG., Personnel Policy Statement for College Employees, and SPG-4201/CA);

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.GH. and Section I.J., Personnel Policy Statement for College Employees);

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.

CD. 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 of Federal, State, County, or Municipal laws 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. Violations of College policy should be reported to the specific employees designated by the appropriate complaint procedure. If no complaint procedure is applicable, the report should be made to an executive administrator.

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.

**DE. Whistle-Blowing Protection**

[all employees]

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

Employees who, in good faith, report what they believe to be workplace violence, a violation of law or College policy, or who cooperates in any investigation will not be subject to retaliation. However, if an employee knowingly makes erroneous allegations or provides false information, then, depending on the circumstances, the employee may be subject to disciplinary action, up to and including termination.
Any employee who believes he/she has been a victim of retaliation for reporting workplace violence, a violation of law or College policy, or in an investigation should immediately contact the Chief Human Resources Officer or his/her designee 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.

**EF. Investigations 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 the 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 Procedures detailed in this section.

   In matters pertaining to the job performance, personal conduct, or observance of College policies, the appropriate College personnel will conduct the investigation in conjunction with the Employee Relations Office.

   Matters concerning the Chancellor shall be investigated by the Employee Relations Office, Board of Governors Chair, Board’s attorney or the College’s compliance and ethics hotline. Matters concerning the Chancellor received by the Employee Relations Office or the College’s
compliance and ethics hotline will be forwarded to the Board’s attorney, who will inform the Board of Governors—referred to the Board Chair and College legal counsel, who shall notify all Board members, and 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 non-attorney employee 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 recommend initiating Disciplinary Procedures.

2. **Investigatory Leave of Absence 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 investigatory administrative leave of absence (leave with pay), immediately following notification to the employee. Such an action is taken when it is deemed to be in the best interest of the College and/or the employee to do so. The notification to the employee will include a written summary of the allegations prompting the investigatory administrative leave of absence. Any employee placed on investigatory administrative leave of absence will not be required to use accumulated annual or sick leave and will continue to receive his/her regular (base) salary and benefits.

While on an investigatory administrative leave of absence, the employee is expected to be available to the College during the employee’s normal work hours, by either home phone or cellular phone. The employee is also expected to cooperate with the College in conducting the review and in providing information and resources necessary to conduct College business. Contact and communication with College employees may be limited to those directly involved in conducting the investigation. No employee may discuss details or matters related to the investigation with College employees who are not involved in conducting the review.

**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. (Reference Supervisor Toolkit on Human Resources Intranet)

- (G.1.1) Corrective Action: Step 1
- (G.1.2) Correction Action: Step 2
- (H. K) Disciplinary Procedure
1. Employees and their representatives will be allowed reasonable reassigned time from their regular duties in order to meet with College supervisors and investigators.

2. All meetings held under these procedures shall be conducted as soon as 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. No reprisals 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.

**HJ. 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. As 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 F) or the Employee Assistance Program may provide suitable avenues for resolving the situation. The Employee Assistance Program may be utilized prior to or in conjunction with the corrective discussion.

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

The College reserves the right, when warranted 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. The employee may elect to grieve (Section VI) decisions made and/or actions authorized as a result of the Corrective Action procedures.

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 five work days 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 a non-attorney 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 five work days seven calendar days of the notification. The employee shall be given sufficient time to prepare for the meeting (at least 24 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 a non-attorney employee representative accompany him/her to the meeting.

d. The emphasis of the meeting will continue to be corrective in intent. The employee and supervisor will discuss the job performance/conduct that fails to meet expectations. The employee will have an opportunity to ask questions and explain his/her behavior and conduct. The supervisor will clearly explain both the steps required to correct the job performance/conduct as well as the consequences of failure to meet reasonable standards.

e. The supervisor will present the employee with a Second Corrective Action Plan with specific steps, goals, and timeframes. The 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.

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

f. Following satisfactory completion of the second corrective action plan, and at the end of one (1) year from the date of completion, the written record will be removed from the employee's personnel file at the request of the employee.

g. If the goals outlined in the corrective action plan have not been fully met, the supervisor may amend the corrective action plan.
Plan Action Plan for review at the next performance evaluation meeting or proceed with disciplinary action.

h. 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.

**HK. 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, un acceptably 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 and 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 24-48 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 a non-attorney employee representative accompany him/her to the meeting. See section G
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 appeal the decision, including any relevant timelines for filing a grievance. If the employee chooses to appeal the decision, the disciplinary action will be held in abeyance pending completion of the grievance process.

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 process 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. Suspension Administrative Leave With Pay

The employee may be suspended, for no more than one day placed on administrative leave with pay, as until a decision-making event is made regarding their 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 suspension without administrative leave with pay pending action by the Governing Board on the recommendation to terminate.

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

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

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.
a. 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.

b. 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 Office of Dispute Resolution (see Section 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 E3, option 2.
• **Appellant:** a grievant, grievant group or respondent that appeals a formal grievance.
decision as per Section E3.

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 F, 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 Section H. Section I contains a cover form that serves as a checklist to ensure that: timelines are followed; all necessary parties are informed; and to confirm in which phase the process is.

1. 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 Human Resources Employee Relations (HRER) or ask that a designee from the HRER serve as an intermediary and attempt to bring the parties together informally for resolution. In addition, the College’s Mediation Program (Appendix F) 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.

2. 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 Cover/Tracking Form (include URL). On this form, the grievant will:

a. Identify the policy statement provision that is alleged to have been violated.
b. Contain 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. Contain 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 with:
   - 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

e. Be signed by the grievant or sent from the grievant's PCC email account.

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.E.1 should be followed.

3. 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.

4. **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 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.

5. 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 III. Compensation
A. Salary
   o See attached

Section IV. Leaves and Holidays
A. Holidays and Recesses
   o See attached

B. Leaves – General
2. Extension of Leaves:
   o See attached

C. Annual Leave
2. Emergency Pay Out of Annual Leave
   o See attached
Section III. Compensation

A. Salary Program – Update to reflect a 2.4% compensation increase for administrators to be applied to 1) Funding for individual employee step advancement for those employees who have completed the provision for step advancement. Effective 7/1/14, the salary pool for Administrator salaries will increase by three percent (3.0%), which will be used to award step plans held in abeyance for fiscal year 2013/14 (earned in 2012/13) or step plans completed for 2014/2015 (earned in 2013/14). The salary schedules for Administrators will be lifted by a percentage based upon the residual amount remaining after step awards in the Administrator salary pool.

Section IV. Leaves and Holidays

A. Holidays and Recesses

Employees shall be allowed the paid holidays and recesses listed below:

- Independence Day (July 4, 2014);
- Labor Day (September 1, 2014);
- Veterans Day (November 11, 2014);
- Thanksgiving (November 27 and 28, 2014);
- Martin Luther King Jr. Day (January 19, 2015);
- Cesar Chavez Day* (one day, floating, between March 1 and March 31, 2015);
- Memorial Day (May 25, 2015).

Additionally employees shall be allowed the following paid recesses:

- Winter Recess begins at noon on December 24th and continues through the federally-observed New Year’s Day Holiday of January 1, 2015 (seven days). In the event that December 24th falls on a weekend, the College will close for business at 12 noon the preceding Friday.
- Tucson Rodeo Recess (February 26 and 27, 2015)

B. Leaves – General

2. Extension of Leaves

Employees are expected to return from vacations and leaves at the expiration of approved leaves.

In the event of unforeseen circumstances which require an extension of leave, employees must notify their supervisor (if not available, then the Human Resources Office or Campus Police next level administrator in your area), prior to their scheduled date of return.

In the case of vacation annual leave, up to five additional workdays may be approved (paid if accrual is sufficient, unpaid otherwise) by the supervisor.

If the leave is an unpaid leave, the Chief Human Resources Officer must approve all extensions. Such extensions will normally be for five work days.
Section IV. Leaves

C. Emergency Pay Out of Annual Leave

2. Employees who have an emergency need to access additional financial resources may request payment of up to two weeks, in one-week increments (1 or 2 weeks), of accrued annual leave per fiscal year if they meet the following criteria:

a. Employee has determined that he/she has an emergency resource need that may include, but is not limited to the following:
   i. loss of household income
   ii. emergency medical expenses
   iii. funeral expenses
   iv. impending eviction or foreclosure
   v. other extraordinary expenses

b. The employee will be the sole determinant of his/her emergency need. Inappropriate use is governed by the Code of Conduct and Standards of Behavior for Employees.

c. Employees will request payout of leave for emergencies by completing the Emergency Leave Payout form. Once completed, the form is submitted directly to the Employee Service Center (ESC) for processing.
   i. Once received, the ESC confirms the employee meets the following criteria:
      ii. Employee has passed applicable probationary period.
      iii. Employee has accrued enough to fund the payout and retain the minimum leave balance indicated in this section.

d. At completion of the payout process, the ESC will send a completion/information email to the employee.

e. An employee may request up to 80 hours per fiscal year of annual leave buyout. The request can be made in one or two-week increments providing the remaining leave balance after the buyout is at least 40 hours.

An Employee who has exhausted this benefit, or is not otherwise eligible, may consider borrowing against his/her 403B account. More information about this opportunity is available in the ESC.

Employees should be aware that there are tax consequences for payouts of Annual Leave, and should contact the Employee Service Center with any questions.

Eligibility and use of this emergency pay out provision will be determined on a fiscal year basis. In the event an employee makes use of this provision and his/her leave balance is subsequently exhausted, the employee will be ineligible to receive donated leave until his/her unpaid leave status exceeds the number of weeks paid under this provision or until a new fiscal year commences.
Section I. General Information
A. Policy Statement
   o See attached

Section III. Employment
A. Performance Evaluation
   o See attached
C. Involuntary Transfers, Reassignments and Temporary Deployments
   o See attached
F. Selection Process for Lead Assignment, Acting Transfer and Reassignment
   o See attached

Section IV. Compensation
A. Salary
   o See attached
C. Shift Differential
   o See attached

Section V. Leaves and Holidays
A. Holidays and Recess
   o See attached
C. Annual Leave
   5. Emergency Pay Out of Annual Leave
   o New provision, see attached

Section VI. Professional Development
B. Roles and Responsibilities Non-Exempt Professional Development Working Group
   o See attached

Section VII. Non-Exempt Employee Unit
A. Non-Exempt Employee Unit Representative
   o See attached
C. Campus Police
   o New provision, see attached
H. Payroll Dues Deductions
   o See attached, (formerly section G.)
1. AFSCME People
   o New provision, see attached
I. AFSCME Representation on College Committees and Work Groups
   o New provision, see attached

Appendix C: Lead Assignments, see attached
Create a new Appendix for Task Force, see attached
Section I. General Information
A. Policy Statement

Whereas, the Pima Community College District Governing Board authorized an election by the Classified Employees (non-exempt) and, as a result of that election has recognized the American Federation of State, County and Municipal Employees Union, Council 97 (AFSCME, Council 97 Local 449) as a non-exempt staff employee unit representative which provides a major source of input for the development of personnel policies for Classified Employees (non-exempt) which recognition does not exclude input from others; and

Section III. Employment
A. Performance Evaluation

The purpose of a performance evaluation is to review the core duties of the position, clarify expectations of the job, provide feedback and afford the employee an opportunity to discuss successes/difficulties that occurred within the review period. Employee job performance will be formally evaluated at the end of the initial hire probation period, after the end of any extension of the probation period, and thereafter on an annual basis in the month of February, unless a probationary period or position change formal performance evaluation was completed within the immediately preceding 90 days. A discussion to review performance and progress will take place in the month of July, which is the mid-point of the review period. If the supervisor has not supervised the employee for a continuous period of three months immediately prior to the last work day in February, the performance evaluation may be deferred until the three-month time period has been completed. The deferred evaluation must likewise be completed no later than the last work day in March.

AFSCME shall participate in any review and amendments of the evaluation instrument and process. Said changes shall be reviewed through the meet and confer process.

C. Involuntary Transfers, Reassignments and Temporary Deployments

The College reserves the right to transfer, reassign and temporarily deploy employees. Insofar as possible, all such transfers, reassignments and deployments shall be voluntary. The College will make every attempt to inform employees of the anticipated duration of a temporary deployment, but reserves the right to modify the duration in order to meet the needs of the College. However, in the absence of a sufficient number of volunteers, the College shall transfer, reassign and deploy such employees as it deems necessary.

The College shall make transfer, reassignment or temporary deployments pursuant to prior approval by the Chief Human Resources Officer or designee. In addition, any changes to the anticipated duration of a temporary deployment must have the prior approval of the Chief Human Resources Officer or designee.

F. Selection Process for Lead Assignment, Acting, Transfer and Reassignment

In accordance with Section III Employment, Section IV Compensation, and Section VI
Professional Development. All regular classified non-exempt employees must be advised of and offered the opportunity to express interest in lead assignments within the work unit and acting assignments within the District. Should more than one employee express interest and have the requisite qualifications to successfully accomplish the purpose and goals of the assignment, the supervisor will work with the Human Resources Department to design an appropriate selection process. In the event that two or more employees are deemed to qualify, selection will be in order of seniority. If no employee within the work unit expresses interest, the supervisor will work with Human Resources to design an appropriate selection process which will then be open to classified non-exempt employees throughout the District. The Board of Governors shall select a qualified employee by direct appointment.

See Appendix C: Lead Assignments for an overview of the process.

In the event that a regular full-time position becomes open, the position will first be advertised as an Opportunity for Lateral Transfer throughout the District. If no internal candidate is successful, the position will then be advertised as an External Competitive Selection Employment Process.

Section IV. Compensation

A. Salary

Salary As part of the Fiscal Year 2013/2014 2014/2015 Budget, effective 7/1/20132014, the Board of Governors approved the following:

Increase the salary pools for Non-Exempt staff by three percent (3%)

Add one additional step to the Classified Non-Exempt Salary Schedule FY2013/14, Appendix B, for a total of sixteen steps.

Award all Non-Exempt Staff Step Progression Plans held in abeyance for 2013/2014 and award Non-Exempt Staff Step Progression Plans approved for 2014/2015

Increase the salary schedules for Non-Exempt employees by a percentage based upon the residual amount remaining for Non-Exempt Staff salary pool.

C. Shift Differential

Regular employees shall be eligible for pay differential for hours worked during certain time periods.

Second shift will be defined as starting at or after 6:00 p.m. Up to 10:00 p.m.

Second Weekend shift will be defined as starting at or after 7:00 a.m. Saturday up to 10:00 p.m. on Sunday.

Third shift will be defined as starting at or after 10 p.m. and up to 7:00 a.m.

Any employee not covered under a., b. or c. above is considered as being on first shift.

Employees assigned to a second shift shall receive a 40–cent 75-cent per hour pay differential for hours worked. Employees assigned to the third shift shall receive a 60–cent $1.00 per hour pay differential for hours worked. For work hours that overlap into the
second and/or third shifts, shift differential will be granted for the specific hour(s) worked in each shift.

Department of Public Safety personnel assigned to a shift for a time period greater than one pay period will receive a shift differential compensation as defined below.

Commission Personnel and Non-Commission Dispatch (based on a 40-hour pay period, prorated if less than 40 hours):

- 2:00 p.m. to 12:00 a.m. - $32 $35 a pay period
- 12:00 p.m. to 10:00 p.m. - $32 $35 a pay period
- 4:00 p.m. to 2:00 a.m. - $48 $50 a pay period

Community Service Officer
- 8:00 p.m. to 6:00 a.m. - $48 $50 a pay period

DPS personnel are not eligible for the regular employee second or third shift hourly differential in C.1 above.

Overtime calculation will be in accordance with Section IV.D. Overtime.

Work schedules/shifts may be changed in accordance with Section II. Conditions of Work.

Section V. Leaves and Holidays

Holidays and Recesses

Employees shall be allowed the following paid holidays:

- Independence Day (July 4, 2014);
- Labor Day (September 1, 2014);
- Veterans Day (November 11, 2014);
- Thanksgiving (November 27 and 28, 2014);
- Martin Luther King, Jr. Day (January 19, 2015);
- Cesar Chavez Day (one day, floating, between March 1 and March 31, 2015); and
- Memorial Day (May 25, 2015).

Additionally, employees shall be allowed the following paid recesses:

Winter Recess begins at noon on December 24th and continues through the federally observed New Year’s Day Holiday of January 1, 2015 (seven days). In the event that December 24th falls on a weekend, the College will close for business at 12 noon the preceding Friday.
- Tucson Rodeo Recess (February 26 and 27, 2015)

5. Emergency Pay Out of Annual Leave
1. Employees who have an emergency need to access additional financial resources may request payment of up to two weeks, in one-week increments (1 or 2 weeks), of accrued annual leave per fiscal year if they meet the following criteria:
   a. Employee has determined that he/she has an emergency resource need that may include, but is not limited to the following:
      i. loss of household income
      ii. emergency medical expenses
      iii. funeral expenses
      iv. impending eviction or foreclosure
      v. other extraordinary expenses
   b. The employee will be the sole determinant of his/her emergency need. Inappropriate use is governed by the Code of Conduct and Standards of Behavior for Employees.
   c. Employees will request payout of leave for emergencies by completing the Emergency Leave Payout form. Once completed, the form is submitted directly to the Employee Service Center (ESC) for processing.
      i. Once received, the ESC confirms the employee meets the following criteria:
      ii. Employee has passed applicable probationary period.
      iii. Employee has accrued enough to fund the payout and retain the minimum leave balance indicated in this section.

At completion of the payout process, the ESC will send a completion/information email to the employee.

An employee may request up to 80 hours per fiscal year of annual leave buyout. The request can be made in one or two-week increments providing the remaining leave balance after the buyout is at least 40 hours.

An employee who has exhausted this benefit, or is not otherwise eligible, may consider borrowing against his/her 403B account. More information about this opportunity is available in the ESC.

Employees should be aware that there are tax consequences for payouts of Annual Leave, and should contact the Employee Service Center with any questions.

Eligibility and use of this emergency pay out provision will be determined on a fiscal year basis. In the event an employee makes use of this provision and his/her leave balance is subsequently exhausted, the employee will be ineligible to receive donated leave until his/her unpaid leave status exceeds the number of weeks paid under this provision or until a new fiscal year commences.

Section VI. Professional Development
Roles and Responsibilities Non-Exempt Professional Development Working Group

In order to promote equitable representation, the Non-Exempt Professional Development Working Group shall be composed of non-exempt employee representation from each
campus location, as well as from the District Office and District Maintenance and Security. The Working Group chairperson serves as a non-campus representative. Fifty percent of the Working Group’s membership will be designated by AFSCME. The balance shall be designated by the Chief Human Resources Officer from interested non-exempt employees to ensure representation from each campus, the District Office and District Maintenance and Security. Representatives will serve a two year term. Terms may be renewed based on representative’s interest to continue. Attendance is required to continue participation as a working group member. A representative with three (3) unexcused absences and with more than four (4) consecutive excused absences will be replaced.

Section VII. Non-Exempt Employee Unit

A. Non-Exempt Employee Unit Representatives

Time spent in such representation of an employee, or any of the above mentioned work site visits, shall not exceed 15% (fifteen percent) of a College employee AFSCME representative’s work time for each three months in a fiscal year unless additional time is approved for this purpose by the Chief Human Resources Officer. Elected AFSCME officers (5) shall not exceed 25% (twenty-five percent), excluding travel time of a college employee representative’s work time for said purposes.

C. Campus Police

a. Any AFSCME representative wishing to address members at a roll call or other Department meeting shall obtain approval directly from the concerned division commanding officer. Only an employee at the rank of Chief or above may grant such approval. If the request is not approved, the representative may appeal the decision to the Vice Chancellor for Facilities, whose decision shall be final.

Management is under no obligation to approve any requests by AFSCME representatives to address employees during roll call.

Exception: This Article shall not apply to any representative who is attending department-mandated training, during meetings with management to discuss or resolve mutual problems relating to employer-employee relations, or other meetings of a similar nature.

b. The College Police Department will grant AFSCME representatives scheduling priority for on-duty presentations at Department facilities to employees regarding other benefits. Such presentations shall not interfere with normal Department operations.

H. Payroll Dues Deductions

An employee wishing to cancel his/her dues deduction authorization shall provide written notice to the College’s AFSCME representative between September 15 and September 30, July 1 and July 20 of each year. AFSCME shall submit the names of all employees
requesting cancellation of his/her dues to the College’s District Payroll Office no later than August 1 of each year.

Employees facing a financial hardship, or no longer employed in a regular non-exempt position, may withdraw at times other than the window period. The employee submits in writing a request to withdraw membership to the College’s AFSCME representative, Human Resources and the District Payroll Office. In the event an employee is separated from employment with the College or goes into an unpaid state for any reason, all obligations for deduction of dues shall cease.

AFSCME shall indemnify and save harmless the College from and against any and all claims, damages or other forms of liability which may arise out of or by reason of any action taken by the College or AFSCME for the purpose of complying with the section.

1. **AFSCME PEOPLE**

A voluntary contribution, which can be paid through payroll deduction when authorized in writing by a union member, to the union’s political action organization, “Public Employees Organized for Political and Legislative Equality (PEOPLE).”

**I. AFSCME Representation on College Committees and Work Groups**

The following are committees and work groups for which AFSCME and the College have agreed require AFSCME representative participation:

- Meet and Confer
- PDF - Professional Development Funds
- PGP - Professional Goals Progression Plan
- Safety Committee
- Benefits Committee
- Common Language Committee
- Labor Management Meeting
- Educational Leave Committee
- Compensation Studies
- Job Reviews

It is the responsibility of the College’s AFSCME Division Chairperson to provide the College’s Human Resources Vice Chancellor with the names of ASFSCME committee representatives. It is the responsibility of the Chairperson of each committee to notify both AFSCME and Human Resources of the empty AFSCME seats.

**Appendix C: Lead Assignments**

Process: The immediate supervisor identifies the need for a position to perform additional lead duties with a higher level of accountability and responsibility. A written request is submitted to the Chief Human Resources Officer stating the assignment need, job requirements, staffing, and the additional duties to be performed. The Chief Human
Resources Officer or his/her designee will approve the need for the lead assignment.

All regular classified non-exempt employees must be advised of and offered the opportunity to express interest in lead assignments within the work unit. Should more than one employee express interest and have the requisite qualifications to successfully accomplish the purpose and goals of the assignment, the supervisor will work with the Human Resources department to design an appropriate selection process. In the event that two or more employees are deemed to qualify, selection will be in order of seniority. If no employee within the work unit expresses interest, the supervisor shall select a qualified employee by direct appointment.

All department employees reporting to the supervisor, who has responsibility for the lead position, will be advised of and afforded an opportunity to apply for the lead assignment. If more than one employee expresses an interest and has the requisite requirements to accomplish the lead assignment, the supervisor will work with the Human Resources Office to designate and apply an appropriate selection process.

Definition of lead work: regularly assigned to perform limited supervisory functions over two or more full-time employees at the same grade (band) level or performs significant lead duties in addition to the journey level (fully qualified) tasks of the assigned classification, such as:

assigning, scheduling or reviewing work, providing regular guidance and direction, and conducting training of assigned staff, or

functioning as the most technically skilled member of the work unit, with significantly higher level responsibilities for conducting and ensuring on-going quality control of team members work, or project lead responsibilities involving the coordination and oversight of activities of a major project/program implementation.

Employees in classifications defined primarily as supervisory or lead are not eligible for additional lead compensation.
New Task Force

The Non-Exempt Meet and Confer Team and the board of Governor’s Team agree to convene a Task Force to review and propose changes to the language Employee Evaluations, Section III. A. Performance Evaluation and Appendix D: Non-Exempt Staff Step Progression Plan and Criteria. The current language remains in effect during this review.

No later than June 30, 2014 a task force shall be established to review and recommend improvements to the non-exempt employee Step Progression Plans and Performance Evaluations. The Task Force will not prevent Non-Exempt employees from utilizing Professional Development Funds while the above steps are being reviewed. The Task Force shall consist of the following:

1 – HR Administrator or designee
1 – Finance Administrator
1 – Campus Administrator or designee
1 – Maintenance and Security Management
6 – Representatives from the AFSCME Meet and Confer Team
4 – Non-AFSCME, Non-Exempt Employees

Administration will provide staff support for the Task Force. The 4 Non-Exempt, Non-AFSCME Employees shall apply through Human Resources no later than June 15, 2014. The Human Resources office shall then submit the applications to the AFSCME chairperson and representatives to evaluate and select the applicants who will bring a diverse group of ideas to the task force.

Task Force Charge:

1) After review, propose a new or revised process for Non-Exempt Employees Step Progression Plan to be included in the Non-Exempt Policy Handbook Appendix D.
2) After review, propose a new or revised process for Non-Exempt Employees evaluation to be included in the Non-Exempt Policy Handbook Section III, A.
3) By December 2014, recommendations for presentation to all Non-Exempt Employees and a draft report to be presented to the Chancellor. The final report will be subsequently presented to the Meet and Confer Teams for revision, as appropriate, during the 2014/2015 Meet and Confer Process.

Rationale for Proposal:
To create a better alternative method that is all encompassing for employees.

Economic Impact of Proposal: No impact

Priority of Proposal: High
Meet and Confer Proposal NO: ____

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one)  Employee Team  Board Management Team  

Meet and Confer Proposal No: Instructions: Starting with #1, assign a number for each proposal submitted.

  Employee Team Proposal  No.  E__ FY14  
  Board Management Team Proposal  No.  B__ FY14  

Proposal is to modify the non-exempt Personnel Policy Statement:

Section: Section -1, A.

Proposal: Whereas, the Pima Community College District Governing Board authorized an election by the Classified Employees (non-exempt) and, as a result of that election has recognized the American Federation of State, County and Municipal Employees Union; Council-97 (AFSCME, Council-97 Local 449) as a non-exempt staff employee unit representative which provides a major source of input for the development of personnel policies for Classified Employees (non-exempt) which recognition does not exclude input from others;

Rationale for Proposal: AFSCME Council 97 has been dissolved and no longer exists.

Economic Impact of Proposal: 0%

Priority of Proposal:

Authorized Signature: _______________________________ Date 4/4/14

_____________________________ 04/04/14
Meet and Confer Proposal NO: E5

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team [X] Board Management Team [ ]

Meet and Confer Proposal No: E5
Employee Team Proposal No. E_5_FY14
Board Management Team Proposal No. B_FY14

Proposal is to modify the ______ Personnel Policy Statement:
Section: A, performance evaluations

Proposal: A. Performance Evaluation
The purpose of a performance evaluation is to review the core duties of the position, clarify expectations of the job, provide feedback and afford the employee an opportunity to discuss successes/difficulties that occurred within the review period. Employee job performance will be formally evaluated at the end of the initial hire probation period, after the end of any extension of the probation period, and thereafter on an annual basis in the month of February, unless a probationary period or position change formal performance evaluation was completed within the immediately preceding 90 days. A discussion to review performance and progress will take place in the month of July, which is the mid-point of the review period. If the supervisor has not supervised the employee for a continuous period of three months immediately prior to the last work day in February, the performance evaluation may be deferred until the three-month time period has been completed. The deferred evaluation must likewise be completed no later than the last work day in March.

AFSCME shall participate in any review and amendments to the evaluation instrument and process. Said changes shall be reviewed through the meet and confer process.

Rationale for Proposal: Language clarification

Economic Impact of Proposal: 0%

Priority of Proposal:

PCC Chief Spokesperson Signature: [Signature] Date 05/08/14

AFSCME Chief Spokesperson Signature: [Signature] Date 05/08/14
Meet and Confer Proposal No: E-16

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team  [✓] Board Management Team  [ ]

Meet and Confer Proposal No: Instructions: Starting with #1, assign a number for each proposal submitted.
Employee Team Proposal No. E_16__FY14
Board Management Team Proposal No. B___FY14

Proposal is to modify the Non-Exempt Personnel Policy Statement:

Section: Section III. Employment

C. Involuntary Transfers, Reassignments and Temporary Deployments

The College reserves the right to transfer, reassign and temporarily deploy employees. Insofar as possible, all such transfers, reassignments and deployments shall be voluntary. The College will make every attempt to inform employees of the anticipated duration of a temporary deployment, but reserves the right to modify the duration in order to meet the needs of the College. However, in the absence of a sufficient number of volunteers, the College shall transfer, reassign and deploy such employees as it deems necessary.

The College shall make transfer, reassignment or temporary deployments pursuant to prior approval by the Chief Human Resources Officer or designee. In addition, any changes to the anticipated duration of a temporary deployment must have the prior approval of the Chief Human Resources Officer or designee.

F. Selection Process for Lead Assignment, Acting, Transfer and Reassignment (pag12)

In accordance with Section III. Employment, Section IV. Compensation, and Section VI Professional Development, all regular classified non-exempt employees must be advised of and offered the opportunity to express interest in lead assignments within the work unit, and acting assignments within the District. Should more than one employee express interest and have the requisite qualifications to successfully accomplish the purpose and goals of the assignment the supervisor will work with the Human Resources Department to design an appropriate selection process. In the event that two or more employees are deemed to qualify, selection will be in order of seniority. If no employee within the work unit expresses interest, the supervisor shall select a qualified employee by direct appointment.
See appendix C: **Lead assignments** for an overview of the process.

In the event that a regular full-time position becomes open, the position will first be advertised as an Opportunity for Lateral Transfer. The Internal Competitive Process will be advertised throughout the District. If no internal candidate is successful, the position will then be advertised as an External Competitive Selection Employment Process.

### Appendix C: Lead Assignments

**Process:** The immediate supervisor identifies the need for a position to perform additional lead duties with a higher level of accountability and responsibility. A written request is submitted to the Chief Human Resources Officer stating the assignment need, job requirements, staffing, and the additional duties to be performed. The Chief Human Resources Officer or his/her designee will approve the need for the lead assignment.

All regular classified non-exempt employees must be advised of and offered the opportunity to express interest in lead assignments within the work unit. Should more than one employee express interest and have the requisite qualifications to successfully accomplish the purpose and goals of the assignment, the supervisor will work with the Human Resources Department to design an appropriate selection process. In the event that two or more employees are deemed to qualify, selection will be in order of seniority. If no employee within the work unit expresses interest, the supervisor shall select a qualified employee by direct appointment.

**Definition of lead work:** Regularly assigned to perform limited supervisory functions over two or more full-time employees at the same grade (band) level or performs significant lead duties in addition to the journey level (fully qualified) tasks of the assigned classification, such as:

1. Assigning, scheduling or reviewing work, providing regular guidance and direction, and conducting training of assigned staff, or

2. Functioning as the most technically skilled member of the work unit, with significantly higher level responsibilities for conducting and ensuring on-going quality control of team members work, or

3. Project lead responsibilities involving the coordination and oversight of activities of a major project/program implementation.

Employees in classifications defined primarily as supervisory or lead are not eligible for additional lead compensation.
Rationale for Proposal: Aligning Non-Exempt Personnel Policy book with SPG 4201/BA

Economic Impact of Proposal: None

Priority of Proposal: High

PCC Authorized Signature: [Signature] Date 5-30-14

AFSCME Authorized Signature: [Signature] Date 5-30-14
Meet and Confer Proposal NO: E-15 FY14

Meet and Confer Process – 2014

Submitted by: Employee Team

Meet and Confer Proposal No: No. E15 FY14

Section: Section IV. A. Compensation

Proposal: As part of the Fiscal Year 2014/2015 Budget, effective 7/1/2014, the Board of Governors approved the following:

- Increase the salary pools for Non-Exempt staff by three percent (3%).
- Award all Non-Exempt Staff Step Progression Plans held in abeyance for 13/14 and award Non-Exempt Staff Step Progression plans approved for 2014/2015
- Increase the salary schedules for Non-Exempt staff by a percentage based upon the residual amount remaining for Non-Exempt Staff salary pool.

Rationale for Proposal: To increase quality of life of all Non-Exempt Employees

Economic Impact of Proposal:

Priority of Proposal: High

PCC Chief Spokesperson Signature: [Signature] Date 05/15/14

AFSCME Chief Spokesperson Signature: [Signature] Date 5/15/14
MEET AND CONFER PROPOSAL NO:  E8

Meet and Confer Process – 2014

This Proposal is Submitted by:  (check one)  Employee Team  Board Management Team

Meet and Confer Proposal No:  (Starting with #1, assign a number for each proposal submitted)

Employee Team Proposal No.  E__FY14
Board Management Team Proposal No.  B__FY14

Proposal is to modify the non-exempt Personnel Policy Statement:

Section: Section IV Compensation

Proposal: C. Shift Differential
1. Regular employees shall be eligible for pay differential for hours worked during certain time periods.
   a. Second shift will be defined as starting at or after 6:00 p.m. Up to 10:00 p.m.
   b. Second Weekend shift will be defined as starting at or after 7:00 a.m. Saturday up to 10:00 p.m. on Sunday.
   c. Third shift will be defined as starting at or after 10 p.m. and up to 7:00 a.m.
   d. Any employee not covered under a., b. or c. above is considered as being on first shift.

Employees assigned to a second shift shall receive a 40-cent 75-cent per hour pay differential for hours worked. Employees assigned to the third shift shall receive a 60-cent 1-dollar per hour pay differential for hours worked. For work hours that overlap into the second and/or third shifts, shift differential will be granted for the specific hour(s) worked in each shift.
2. Department of Public Safety personnel assigned to a shift for a time period greater than one pay period will receive a shift differential compensation as defined below.

Commission Personnel and Non-Commission Dispatch (based on a 40-hour pay period, prorated if less than 40 hours):
   a. 2:00 p.m. to 12:00 a.m. - $32 $35 a pay period
   b. 12:00 p.m. to 10:00 p.m. - $32 $35 a pay period
   c. 4:00 p.m. to 2:00 a.m. - $48 $50 a pay period

Community Service Officer
   a. 8:00 p.m. to 6:00 a.m. - $48 $50 a pay period

DPS personnel are not eligible for the regular employee second or third shift hourly differential in C.1 above.
Overtime calculation will be in accordance with Section IV.D. Overtime.
Work schedules/shifts may be changed in accordance with Section II. Conditions of Work.

Rationale for Proposal: Economics

Economic Impact of Proposal:

Priority of Proposal:

Authorized Signature: [Signature]
PCC Chief Spokesperson

Date 05/08/14

Authorized Signature: [Signature]
AFSCME Chief Spokesperson

Date 05/16/14
MEET AND CONFER PROPOSAL NO: E6

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team ☒ Board Management Team ☐

Meet and Confer Proposal No: (Starting with #1, assign a number for each proposal submitted)

Employee Team Proposal No. E. 6 FY14
Board Management Team Proposal No. B FY14

Proposal is to modify the non-exempt Personnel Policy Statement:

Section: Section V. Leaves and Holidays

Proposal: A. Holidays and Recesses
Employees shall be allowed the paid holidays and recesses listed below:
• Independence Day (July 4, 2014); • Labor Day (September 1, 2014);
• Veterans Day (November 11, 2014); • Thanksgiving (November 27 and 28, 2014); •
  Martin Luther King Jr. Day (January 19, 2015);
• Cesar Chavez Day* (one day, floating, between March 1 and March 31, 2015);
and • Memorial Day (May 25, 2015).
Additionally employees shall be allowed the following paid recesses:
• Winter Recess begins at noon on December 24th and continues through the federally-
  observed New Year’s Day Holiday of January 1, 2015 (seven days). In the event that
  December 24th falls on a weekend, the College will close for business at 12 noon the
  preceding Friday
• Tucson Rodeo Recess (February 26 and 27, 2015)

Rationale for Proposal: Language update

Economic Impact of Proposal: 0%

Priority of Proposal: HIGH
Authorized Signature: [Signature]
PCC Chief Spokesperson

Date 4/18/14

Authorized Signature: [Signature]
AFSCME Chief Spokesperson

Date 4/18/14
Section V. Leaves and Holidays
C. Annual Leave

5. Emergency Payout of Annual Leave - Employees who have an emergency need to access additional financial resources may request payment of up to two weeks, in one-week increments (1 or 2 weeks), of accrued annual leave per fiscal year if they meet the following criteria:

a. Employee must have completed his/her initial hire probation to make use of this provision.

b. Employee has determined that he/she has an emergency resource need that may include, but is not limited to the following:
   i. loss of household income
   ii. emergency medical expenses
   iii. funeral expenses
   iv. impending eviction or foreclosure
   v. other extraordinary expenses

c. The employee will be the sole determinant of his/her emergency need. Inappropriate use is governed by the Code of Conduct and Standards of Behavior for Employees.

d. Employees will request payout of leave for emergencies by completing the Emergency Leave Payout form. Once completed, the form is submitted directly to the Employee Service Center (ESC) for processing.
   i. Once received, the ESC confirms the employee meets the following criteria:
   ii. Employee has passed applicable probationary period.
   iii. Employee has accrued enough to fund the payout and retain the minimum leave balance indicated in this section.

e. At completion of the payout process, the ESC will send a completion/information email to the employee.

f. An employee may request up to 80 hours per fiscal year of annual leave buyout. The request can be made in one or two-week increments providing the remaining leave balance after the buyout is at least 40 hours.

An Employee who has exhausted this benefit, or is not otherwise eligible, may consider borrowing against his/her 403B account. More information about this opportunity is available in the ESC.

Employees should be aware that there are tax consequences for payouts of Annual Leave, and should contact the Employee Service Center with any questions.

Eligibility and use of this emergency pay out provision will be determined on a fiscal year basis. In the event an employee makes use of this provision and his/her leave balance is subsequently exhausted, the employee will be ineligible to receive donated leave until his/her unpaid leave status exceeds the number of weeks paid under this provision or until a new fiscal year commences.
MEET AND CONFER PROPOSAL NO: E7B

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team [X] Board Management Team

Meet and Confer Proposal No:
Employee Team Proposal No. E7B - FY14
Board Management Team Proposal No. B___FY14

Proposal is to modify the Classified Non-Exempt Personnel Policy Statement

Section: Section VI. B. Non-Exempt Professional Development Program

Proposal:

A. Professional Development Program

Pima Community College and AFSCME encourage non-exempt employee professional development. To encourage non-exempt employee professional development, a fund is established to provide non-exempt employees with access to resources to help them develop in their current career/job or a position in the employee's development plan as part of their annual evaluation and for growth and development to support the College's mission. This fund is administered in partnership with AFSCME by the Office of Human Resources, with the advice of the Non-Exempt Professional Working Group.

The Working Group's objectives are to evaluate applications for funds submitted by non-exempt employees, based on merit and criteria as set forth in this policy. The Working Group shall act on questions and requests for expenditures, allocation of funds and fund balances.

- Additionally the Working Group may:
  - Provide input to the College Professional Development Committee comprehensive employee development plan for all segments of non-exempt classified staff.
  - Provide information to communicate with non-exempt employee's about continuing education in their current job/career or other areas of development interest opportunity.
  - Provide recommended events for non-exempt employee development to the College Professional Development Committee for the annual calendar published by Organizational and Professional Development.

B. Roles and Responsibilities Non-Exempt Professional Development
Working Group

1. In order to promote equitable representation, the Non-Exempt Professional Development Working Group shall be composed of non-exempt employee representation from each campus location, as well as from the District Office and District Maintenance and Security. The Working Group chairperson serves as a non-campus representative. Up to 50% of the Working Group's membership will be designated by AFSCME. The balance shall be designated by the Chief Human Resources Officer from interested non-exempt employees to ensure representation from each campus, the District Office and District Maintenance and Security. Representatives will serve a two year term. Terms may be renewed based on representative's interest to continue. Attendance is required to continue participation as a working group member. A representative with three (3) unexcused absences and with more than four (4) consecutive excused absences will be replaced.

The Non-Exempt Professional Development Working Group shall schedule monthly meetings to monitor the program and review and approve requests for professional development funds. Meetings may be cancelled if fund requests are not submitted during that period. A request for funds may be moved to the agenda of the next meeting if the working group requires more information.

1. A quorum is not required for decisions regarding fund approvals to be made. However, at least five members of the working group must be present for action to be taken on any item.

2. In July of each fiscal year, the Working Group shall report prior fiscal year activity, as well as current year information, on funding approved for all eligible non-exempt employees. The working group, through Human Resources, will also provide a report on the activity of this fund in July of each year to the Chief Human Resources Officer, with a copy to the Executive Vice Chancellor for Finance and Administration.

3. The Working Group Chairperson, appointed by the College's AFSCME Officers, shall preside at meetings, and present any and all revisions to the guidelines of Section VI recommended by the working group. The Chairperson may delegate duties to another Working Group member to act as Chair Designee in his/her absence. An ex-officio member will be assigned by the Chief Human Resources Officer to assistant the Chair of the Working Group.

4. The Chief Human Resources Officer or designee will serve as ex-officio member to the Working Group.
C. Non-Exempt Professional Development Enrichment Fund Criteria

Beginning each fiscal year, Pima Community College reserves no less than $100,000 annually for regular employees in classified non-exempt positions. Any unused balance remains in the fund and carries forward to the next fiscal year.

Employees are eligible to receive up to $2,000 in professional enrichment funds on a yearly basis and every other year for out-of-state conferences. The maximum expenditure per employee per fiscal year cannot exceed $2,000.

To insure an equal access to these monies throughout the entire fiscal year, the Working Group will monitor use monthly. At such time the fund use in the first six months jeopardizes access to development opportunities in the second six months, the Working Group reserves the right to stop or slow fund use. All requests for consideration will be on a first come, first serve basis based on availability of funding.

Applications are required to show how the request is related to the employee's career interest (individual development plan) or as part of the employee development plan (performance evaluation). Human Resources will confirm this if required (no employee shall be required to submit their performance evaluation to the working group). Forms and procedures are available on the College's Intranet under Human Resources.

Professional development enrichment funds are to be used solely for expenses outlined in this policy statement. They may be used to cover the pre-approved expenses in the following areas:

1. Formal Education: An employee is reimbursed the cost of tuition, fees and textbooks for a credit course from a regionally accredited institution within the United States, or an international institution that has an established relationship with Pima Community College excluding the $10 registration fee for courses taken at Pima Community College.

2. Conferences, Workshops and Seminars: Dues, registration fees and travel expenses; travel outside of the United States, if approved by the work group:
   a. Reimbursement for approved travel in conjunction with professional development activity is subject to the College’s Travel Policy. A Travel Request Form must be completed and processed for all travel. Refer to the College’s Travel Policy 4.1.5 for re-payment and cancellation.
   b. International travel outside North America requires approval by the Chancellor, after the work group has approved the application for fund use.

3. Certifications and accredited coursework beyond formal education will be reviewed on an individual basis, excluding degrees and certifications from religious and non-accredited institutions.

4. Books and Supplies: Required textbooks and supplies are outlined in the course syllabus for a credit course at a regionally accredited institution within the United
States, or an international institution that has an established relationship with Pima Community College. Payments are on a reimbursement basis only. Textbooks and supplies that are not required for the course including musical instruments, athletic equipment, audio-visual equipment, computers and similar equipment are not acceptable for reimbursement. Book purchases are deducted from the employee’s available $2,000.00 eligibility.

D. General Rules and Procedures for Application

To be eligible for payment from this fund, the professional development activity must be initiated by the employee, must be related to the employee’s declared career path or current job at the College or as a clearly stated expression of interest that is defined and declared in the employee’s professional development plan. This must be supported by the employee’s supervisor and follow the guidelines and procedures as stated in this policy.

The working group reserves the right to reject any application for funds that fail to clearly demonstrate appropriate use of individual enrichment funds to develop the employee in their current career/job or a position in the employee’s development plan as part of their annual evaluation. An incomplete application or an application that does not clearly state the objectives of the employee will be returned to the employee for his/her completion of the missing information.

Mandated training required by the College is expensed from departmental budgets and not through this program. A department decision to approve professional development funding for an employee should not assume work group approval of the request for individual enrichment funds and cannot be processed without the approval of the working group.

1. From available funds, completed requests approved for professional development funds are funded on a first come-first served basis.

2. Classified regular non-exempt employees who have completed their initial hire probation period are eligible to participate in professional development activities funded by the program.

3. The request for non-exempt professional development fund form must be completed by the employee and signed by the employee and his/her immediate supervisor. A complete request includes adequate information, attached supporting documentation and the required signatures. An incomplete request will be returned to the applicant. Once completed, the request may be resubmitted for consideration during the next monthly working group meeting; however, funding may not be available at a later date if approved for other employee use.

4. Requests must be submitted to the Professional Development Working Group
Chairperson at least two months before funds are needed.

5. The working group considers requests only during the monthly meeting. A schedule of meetings is available through any member or by contacting Human Resources.

6. Funds approved for formal education expense will be reimbursed three weeks after the end of the course if the requester has provided an official grade report of "C" or better.

7. The working group shall review all requests and either accept for consideration or reject in accordance with these provisions. In those instances where the Working Group finds it cannot make a fair and knowledgeable decision based on the information completed, more information may be requested of the applicant, their supervisor or Human Resources.

8. Employees will be notified electronically within 10 working days of the decision for approval or reason for denial by the working group chair or their designee following the working group meeting.

9. Employees not completing the professional development activity as approved in the application may be required to repay all or part of the professional development fund. Pursuant to 41.4 of the College's Travel Manual, all employees are responsible for total repayment of the travel funds due to cancellation.

10. Employees requesting money from Professional Development Enrichment Funds must be currently enrolled in a class from an accredited higher education institution in the United States. An employee granted book funds for a class which did not result in a "C" or better, may be required to reimburse the fund and will be disallowed further access to these funds for the same class. An employee approved for book or supplies reimbursement funds for a credit course which did not result in a "C" or better will not be issued reimbursement.

11. A non-exempt employee who has been denied use of professional development funds may appeal the decision by submitting a request to the Chief Human Resources Officer or designee for reconsideration by the working group. If the reconsideration by the working group still results in a denial of the request, the appeal will be forwarded to the Chief Human Resources Officer.

12. All requests, applications and decisions must be in accordance with these policies.

13. Questions may be directed to any member of the working group.

14. An employee who voluntarily applies for and is selected for an exempt position within the fiscal year will not be eligible to utilize the awarded Professional
Development Funds. Failure to notify the Working Group will result in the employee repaying the funds.

E. Roles and Responsibilities in Administration of Non-Exempt Professional Development Enrichment Fund

1. Human Resources shall have overall responsibility for monitoring the accounting and management of funds and for policy compliance. At the request of the Working Group Chair, Human Resources will assist in accessing information to fulfill the duties of the Chairperson.

2. The Working Group Chair shall be responsible for the accounting and management of the Non-Exempt Professional Development Enrichment Fund. The Chair is responsible for verification of employee status as non-exempt, regular, and the $2,000.00 use limit. The Chair will keep a running two-year log of employee fund use and prepare an annual report on fund use each fiscal year.

3. The Working Group may reject any application for funds that fails to clearly demonstrate appropriate use of individual enrichment funds to develop the employee in their current career/job or position in the employee's development plan as part of their annual evaluation. Appeals are directed to the Chief Human Resources Officer.

4. The Annual Report from the Non-Exempt Professional Development Working Group, prepared each July by the Chair, will be provided by the Working Group Chairperson to the Chief Human Resources Officer or designee and the Executive Vice Chancellor for Finance and Administration. The report will include:

   • Beginning fund balance,
   • A detailed list of expenditures,
   • Employee name,
   • Amount of request,
   • Purpose of request,
   • Date of approval,
   • Amount of approval, and
   • Ending fund balance

5. The working group shall develop and distribute any forms necessary to implement this policy. Human Resources shall post all forms and directions on the Pinus Community College website for employee use.

F. Other Sources of Funding

An employee's receipt or pursuit of additional sources of funding, including the employee's application for or receipt of Federal student financial aid, shall not impact the
employee's eligibility for professional development funding pursuant to this policy. Funds awarded pursuant to this policy, however, should be required to be disclosed on any application for Federal financial aid or to the relevant financial aid office as estimated financial assistance or as a resource related to financial need. Proper disclosure is the obligation of the employee.

G. Educational Leave

1. After completing one year of service, any regular employee upon formal request may be granted a leave of absence of three days without pay, per diem or transportation cost for educational purposes to attend conferences, seminars, briefings sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. A supervisor may deny the request for good reason.

2. Paid Educational Leave
   Funding for up to two paid one semester educational leaves per year from College reserves may be used to complete a Bachelor, Master or Doctoral Degree from an accredited institution or a certification recognized by the industry or a professional organization. Funding of educational leave shall not exceed two semesters per fiscal year, in the aggregate. Request for a paid education leave must be approved in advance by the employee's Supervising Administrator and the Non-Exempt Professional Development Working Group. Since the intent of this educational leave is to provide time away to focus on education, the employee approved for this leave may not work in any capacity during this time.

3. Long-Term Educational Leave
   One year of educational leave without pay may be authorized for up to ten regular non-exempt employees providing the employee has three or more years of service to the College. The request must be made in writing to the employee's Executive Administrator who may deny any leave that creates an undue hardship on the department. Employees taking educational leave must attend an accredited educational institution on a full-time basis. A transcript must be submitted to Human Resources at the end of the leave, and prior to returning to the position.

H. Career Development

The College and non-exempt employees recognize the need and shared responsibility for development and training to meet the College's workforce requirements. The College agrees to the principles of career and professional development to include such components as identifying job families, career paths, employment-related training needs, and developmental assignments. As part of this shared responsibility, the College will make available a variety of professional development opportunities to employees.

In line with this recognition, current regular employees will be provided the opportunity to fill lead and acting assignments within the work unit before the College advertises those openings outside the work unit and/or College.

I. Participation in Development
Within the limits of providing service to our students, non-standard work schedules, including flexible schedules, should be coordinated to provide employees release time for participation in College sponsored professional development classes, workshops and other training opportunities during hours of operation (See: Personnel Policy Statement for College Employees, Section III. 1. Educational Benefits/Tuition Waiver for information pertaining to credit courses). If a professional development opportunity is offered outside the normal work schedule, a request to modify the work schedule does not have to be considered.

Rationale for Proposal: To provide a clarification to the Non-Exempt Professional Development Fund policy.

Economic Impact of Proposal: None.

Priority of Proposal: High

Authorized Signature: [Signature]

Date: 05/08/14

PCC Chief Spokesperson

Authorized Signature: [Signature]

Date: 5/8/14
MEET AND CONFER PROPOSAL NO: E11

Meet and Confer Process – 2014

This Proposal is submitted by: Employee Team

Meet and Confer Proposal No: (Starting with #1, assign a number for each proposal submitted)

Employee Team Proposal No. E11 FY14

Proposal is to modify the Non-Exempt Personnel Policy Statement:

Section: VII A

Proposal:

Time spent in such representation of an employee or any of the above mentioned work site visits, shall not exceed 15% (fifteen percent), excluding travel time of a College employee representative’s work time for each three months in a fiscal year unless additional time is approved for this purpose by the Chief Human Resources Officer. Elected AFSCME officers (5) shall not exceed 25% (twenty-five percent), excluding travel time of a college employee representative’s work time for said purposes.

Rationale for Proposal: AFSCME officers have acquired several new committee seats and responsibilities since this language was originally adopted. This time will cover any working groups or committees that are ongoing and involve AFSCME participation such as IBC, HLC.

Economic Impact of Proposal: none

Priority of Proposal:

Very important.

PCC Chief Spokesperson: [Signature] Date 4/18/14

AFSCME Chief Spokesperson: [Signature] Date 4/18/14
Meet and Confer Proposal NO: E2

Meet and Confer Process – 2014

MEET AND CONFER PROPOSAL NO: E2

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team Board Management Team

Meet and Confer Proposal No: (Starting with #1, assign a number for each proposal submitted)

Employee Team Proposal No. E____FY14
Board Management Team Proposal No. B____FY14

Proposal is to modify the Personnel Policy Statement:

Section: Campus Police

Proposal: ATTENDANCE OF STEWARDS AT ROLL CALLS OR OTHER DEPARTMENT MEETINGS

A. Any AFSCME Representative wishing to address members at roll call or other department meeting shall obtain approval directly from the concerned division commanding officer. Only an employee at the rank of Chief or above may grant such approval. If the request is not approved, the representative may appeal the decision to the Vice Chancellor for Facilities, whose decision shall be final.

Management is under no obligation to approve any requests by AFSCME Representatives to address on-duty employees.

Exception: This Article shall not apply to any Representative who is attending department-mandated training, during meetings with management to discuss or resolve mutual problems relating to employer-employee relations, or other meetings of a similar nature.

A. The College Police Department will grant AFSCME representatives scheduling priority for on-duty presentations at Department facilities to employees regarding Meet and Confer items and other benefits. Such presentations shall not interfere with normal Department operations.
Rationale for Proposal: Industry Standard

Economic Impact of Proposal: 0%

Priority of Proposal: High

Authorized Signature: [Signature]
PCC Chief Spokesperson Date 06/02/14

Authorized Signature: [Signature]
AFSCME Chief Spokesperson Date 6/2/14
Meet and Confer Proposal NO: E13

Meet and Confer Process – 2014

MEET AND CONFER PROPOSAL NO: E13

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team ☒ Board Management Team

Meet and Confer Proposal No: (Starting with #1, assign a number for each proposal submitted)

Employee Team Proposal No. E_13_FY14
Board Management Team Proposal No. B_FY14

Proposal is to modify Non-Exempt Personnel Policy Statement:

Section: VII. Non-Exempt Employee Unit, G. Payroll Dues Deductions

Proposal: G. Payroll Dues Deductions
An employee wishing to cancel his/her dues deduction authorization shall provide written notice to the College’s AFSCME representative between September 15th and September 30th, July 1st and July 20th of each year. AFSCME shall submit the names of all employees requesting cancellation of his/her dues to the College’s District Payroll Office no later than October 15th August 1st of each year.

Employees facing a financial hardship, or no longer employed in a regular non-exempt position, may withdraw at times other than the window period. The employee submits in writing a request to withdraw membership to the College’s AFSCME representative, Human Resources and the District Payroll Office. In the event an employee is separated from employment with the College or goes into an unpaid state for any reason, all obligations for deduction of dues shall cease.

AFSCME shall indemnify and save harmless the College from and against any and all claims, damages or other forms of liability which may arise out of or by reason of any action taken by the College or AFSCME for the purpose of complying with the section.

Rationale for Proposal: Industry Standard

Economic Impact of Proposal: 0%

Priority of Proposal: High
Authorized Signature: [Signature]
PCC Chief Spokesperson  Date 05/08/14

Authorized Signature: [Signature]
AFSCME Chief Spokesperson  Date May 8, 14
MEET AND CONFER PROPOSAL NO: E4

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team □ Board Management Team □

Meet and Confer Proposal No: (Starting with #1, assign a number for each proposal submitted)
  Employee Team Proposal No. E____FY14
  Board Management Team Proposal No. B____FY14

Proposal is to modify the non-exempt Personnel Policy Statement:

Section: G

Proposal: G. 1. AFSCME PEOPLE

A voluntary contribution, which can be paid through payroll deduction when authorized in writing by a union member, to the union’s political action organization “Public Employees Organized for Political and Legislative Equality (PEOPLE).”

Rationale for Proposal: So that AFSCME members can contribute to the AFSCME PAC through payroll deduction.

Economic Impact of Proposal: 0%

Priority of Proposal:

Authorized Signature: ____________________________ Date 04/11/14
PCC Chief Spokesperson

Authorized Signature: ____________________________ Date 04/11/14
AFSCME Chief Spokesperson
Meet and Confer Proposal NO: E-10 FY14

Meet and Confer Process – 2014

Submitted by: Employee Team

Meet and Confer Proposal No: No. E10 FY14

Proposal is to modify the Non Personnel Policy Statement

Section: VII I. New Language

Proposal:

AFSCME Representation on College Committees & Work Groups

The following are committees and work groups for which AFSCME & the College have agreed require AFSCME representative participation:

- Meet and Confer
- PDF-Professional Development Funds
- PGP Professional Goals Progression Plan
- Safety Committee
- Benefits Committee
- Common Language Committee
- Labor Management Meeting
- Educational Leave Committee
- Compensation Studies
- Job Reviews

It is the responsibility of the AFSCME PCC Division Chairperson to provide the PCC Human Resources Vice Chancellor with the names of AFSCME committee representatives. It is the responsibility of the Chairperson of each committee to notify both AFSCME and Human Resources of empty AFSCME seats.

Rationale for Proposal: AFSCME’s representation on such committees that will impact the non-exempt staff is of great importance to the entire non-exempt classification of PCC employees.

Economic Impact of Proposal: No impact.

Priority of Proposal: High

PCC Chief Spokesperson Signature: [Signature] Date 05/15/14

AFSCME Chief Spokesperson Signature: [Signature] Date 5/15/14
Appendix C: Lead Assignments

Process: The immediate supervisor identifies the need for a position to perform additional lead duties with a higher level of accountability and responsibility. A written request is submitted to the Chief Human Resources Officer stating the assignment need, job requirements, staffing, and the additional duties to be performed. The Chief Human Resources Officer or his/her designee will approve the need for the lead assignment.

All regular classified non-exempt employees must be advised of and offered the opportunity to express interest in lead assignments within the work unit. Should more than one employee express interest and have the requisite qualifications to successfully accomplish the purpose and goals of the assignment, the supervisor will work with the Human Resources department to design an appropriate selection process. In the event that two or more employees are deemed to qualify, selection will be in order of seniority. If no employee within the work unit expresses interest, the supervisor shall select a qualified employee by direct appointment.

All department employees reporting to the supervisor, who has responsibility for the lead position, will be advised of and afforded an opportunity to apply for the lead assignment. If more than one employee expresses an interest and has the requisite requirements to accomplish the lead assignment, the supervisor will work with the Human Resources Office to designate and apply an appropriate selection process.

Definition of lead work: regularly assigned to perform limited supervisory functions over two or more full-time employees at the same grade (band) level or performs significant lead duties in addition to the journey level (fully qualified) tasks of the assigned classification, such as:

assigning, scheduling or reviewing work, providing regular guidance and direction, and conducting training of assigned staff, or

functioning as the most technically skilled member of the work unit, with significantly higher level responsibilities for conducting and ensuring on-going quality control of team members work, or project lead responsibilities involving the coordination and oversight of activities of a major project/program implementation.

Employees in classifications defined primarily as supervisory or lead are not eligible for additional lead compensation.
Meet and Confer Proposal NO: E-12 FY14

Meet and Confer Process – 2014

Submitted by: Employee Team

Meet and Confer Proposal No: No. E12 FY14

Section: Section III. A, Appendix D

Proposal: The Non-Exempt Meet and Confer Team and the Board of Governor’s Team agree to convene a Task Force to review and propose changes to the language on Employee Evaluations, Section III.A Performance Evaluation and Appendix D: Non-Exempt Staff Step Progression Plan and Criteria. The current language remains in effect during this review.

No later than June 30, 2014 a task force shall be established to review and recommend improvements to the non-exempt employee Step Progression Plans and Performance Evaluations. The Task Force will not prevent Non-Exempt employees from utilizing Professional Development Funds while the above steps are being reviewed. The Task Force shall consist of the following:

1-HR Administrator or designee
1-Finance Administrator
1-Campus Administrator or designee
1-Maintenance and Security Management
6-Representatives from the AFSCME Meet and Confer Team
4 Non-AFSCME, Non-Exempt Employees

Administration will provide staff support for the Task Force. The 4 Non-Exempt, Non AFSCME Employees shall apply through Human Recourses no later than June 15, 2014. The Human Resources office shall then submit the applications to the AFSCME Chairperson and representatives to evaluate and select the applicants who will bring a diverse group of ideas to the task force.

Task Force Charge:

1) After review, propose a new or revised process for Non-Exempt Employees Step Progression Plan to be included in the Non-Exempt Policy Handbook Appendix D.

2) After review, propose a new or revised process for Non-Exempt Employees evaluation to be included in the Non-Exempt Policy Handbook Section III. A.

3) By December 2014, recommendations for presentation to all Non-Exempt Employees and a draft report to be presented to the Chancellor. The final report will be subsequently presented to the Meet and Confer Teams for revision, as appropriate, during the 2014/2015 Meet and Confer Process.

Rationale for Proposal: To create a better alternative method that is all encompassing for employees.

Economic Impact of Proposal: No impact.
Priority of Proposal: High

PCC Chief Spokesperson Signature: [Signature] Date 05/15/14
Section II. Conditions of Work
A. Probation Period
1. Initial Hire Probation Period
   o See attached
1.c Initial Hire Probation Period Actions
   o See attached
2.c Position Change Probation Period Actions
   o See attached

Section III. Employment
B. Performance Evaluation
   o See attached task force proposal, E1-b
G. Selection Process for Lead Assignments and Acting Assignments
   o See attached
H. Selection Process for Vacancies
   o See attached
I. Career Development
   o See attached

Section IV. Compensation
A. Salary
   o See attached
B.8 Reclassification of Position (employee supervisor initiated) and Reclassification of Position
   (College initiated)
   o See attached

Section V. Leaves and Holidays
A. Holidays and Recesses
   o See attached
B. Leaves
   2. Extension of Leaves
      o See attached
C. Annual Leave
   6. Emergency Pay Out of Annual Leave
      o See attached

Section VI. Professional Development, Educational Enrichment and Paid Education leave Programs
1. Professional Development
   o See attached
2. Educational Enrichment
   o See attached
B. Application and Awarding Process
   o See attached
C. Eligibility
   o See attached

Appendix C: Lead Assignments, see attached
Appendix E. Exempt Staff Step Progression Plan and Criteria, see attached task force proposal (E1-b)
Appendix F. Guidelines for Classified Exempt Staff Professional Development Program, see attached
Section II. Conditions of Work

A. Probation Period

1. Initial Hire Probation Period

   a. Duration. Upon an employee's initial hire into a regular position, there shall be, **within two weeks of hire, a discussion on the role and expectations of the job**, a discussion to review progress at mid-point (3 months) and an initial probation period of six months.

   c. Initial Hire Probation Period Actions. An employee serving a hire probation period may be discharged or otherwise disciplined without the right to grieve. **If the employee is not officially notified of an extension or failure to pass initial hire probation by the last day of his/her probation period, the employee will be considered to have successfully completed his/her initial hire probation.** Upon successful completion of the initial hire probation period, the employee shall receive the full rights and protection of this Policy Statement, and will be added to the seniority list as of the initial hire date for full-time regular employment. **Within two weeks of hire there shall be a discussion on the role and expectations of the job.**

2. Position Change Probation Period

   c. **Upon an employee's placement into the position, there shall be an initial discussion on the role and expectations of the position.** An employee will be afforded a discussion to review progress at mid-point and a formal performance review upon completion of the probation period. An employee serving position change probation may be removed without the right to grieve from the position to which he/she was promoted or reassigned. In such an event, the employee may, in the following order of preference:

   1. be placed in the classification previously held, provided there is a vacancy; 2. be placed in a position of the same pay rate but different classification for which he/she possesses the minimum qualifications, subject to a probation period as defined in 2.a. above; 3. be temporarily placed in another classification pending a vacancy in the previous classification.

   The employee shall be compensated within the range of the position in which he/she is placed. If option 1) or 3) is exercised, the employee shall not be required to serve probation and will be evaluated as a regular employee on his/her anniversary date. If option 2) is exercised, the employee may be given additional opportunities in positions of the same pay rate but different classification for which he/she possesses the minimum qualifications until the employee successfully completes a 30-work day evaluation period.

Section III. Employment
B. Performance Evaluation
See attached task force proposal, E1-b

G. Selection Process for Lead Assignments and Acting Assignments

In accordance with Section III. Employment, Section IV. Compensation, and Section VI. Professional Development, all regular classified exempt employees must be advised of and offered the opportunity to express interest in lead assignments within the work unit and acting assignments within the District. Should more than one employee express interest and have the requisite qualifications to successfully accomplish the purpose and goals of the assignment, the supervisor will work with the Human Resources Department to design an appropriate selection process. In the event that two or more employees are deemed to qualify, selection will be in order of seniority. If no employee expresses an interest, the supervisor shall select a qualified employee by direct appointment or through an internal appointment process before considering an external method of placement or work with the Human Resources Department to design an appropriate selection process. (See Sec. IV. Compensation, paragraph B. for Acting Assignments Salary and Sec. IV. Compensation, paragraph D, for Working Out of Class provisions.)

H. Selection Process for Vacancies

In the event that a regular full-time position becomes open, the position will first be filled according to SPG-4201/BA, advertised as an Open Internal Opportunity for Lateral Transfer (Internal Competitive Process). If no internal candidate is successful in the Internal Competitive Lateral Process, the position will then be advertised as an External Competitive Selection Employment Process.

I. Career Development

In line with this recognition, current employees will be provided the opportunity to fill lead and acting assignments within the work unit before the College advertises those openings outside the work unit and/or the College.

In an extraordinary circumstance, the supervisor may recommend to the Chief Human Resources Officer or his/her designee the placement of a lead or acting assignment proceeds directly to an internal appointment process, including direct appointment, prior to considering an external method of placement. The Chief Human Resources Officer is the final authority in this matter.

Section IV. Compensation
A. Salary

Effective 07/01/14, a 3% increase will be applied for exempt staff according to the following parameters:
• Funding for individual exempt employees step advancement for those employees who have completed the process for step advancement as contained in the Classified Exempt Policy Statement 2014/2015, Appendix E.

• Increasing the salary schedule (11ft) for exempt staff by a percentage based upon the residual amount remaining for exempt staff.

See Appendix E. for the Exempt Staff Step Progression plan and criteria, effective July 1, 2014.

All compensation shall be in accordance with Board of Governors approved compensation plan and College policies. http://www.pima.edu/administrative-services/human-resources/personnel-policy-statements/pps-exempt/exempt_ApxB.pdf

B. Salary Administration Practices

8. Reclassification of Positions (employee/supervisor initiated) – Reclassification to classes at the same level (range) shall result in no pay change. Upon reclassification of the position to a higher level classification, the employee’s base pay shall be either a 7.5 percent (7.5%) increase in salary adjusted to the next higher step, subject to the maximum of the range, or Step 1 of the appropriate classification, whichever is greater. Upon reclassification of a position to a lower level classification, the employee’s salary shall be set in accordance with the Change to Lower Classification Range (College initiated, non-disciplinary) paragraph 3 above.

Reclassification of positions (College initiated) – Reclassification to classes at the same level (range) shall result in no pay change. Upon reclassification to a higher level classification, the employee’s base pay shall be placed on the step of the new salary range closest to but not below their current base pay rate. Upon reclassification to a lower level classification, the employee’s salary shall be set in accordance with the Change to Lower Classification Range (College initiated, non-disciplinary) paragraph above.

Section V. Leaves and Holidays

A. Holidays and Recesses

Employees shall be allowed the paid holidays and recesses listed below:

• Independence Day (July 4, 2014);
• Labor Day (September 1, 2014);
• Veterans Day (November 11, 2015);
• Thanksgiving (November 27 and 28, 2014);
• Martin Luther King Jr. Day (January 19, 2015);
• Cesar Chavez Day* (one day, floating, between March 1 and March 31, 2015; and
• Memorial Day (May 25, 2015).

Additionally employees shall be allowed the following paid recesses:

• Winter Recess begins at noon on December 24 and continues through the federally-observed New Year’s Day Holiday of January 1, 2015 (seven days). In the event that
December 24 falls on a weekend, the College will close for business at 12 noon the preceding Friday

- Tucson Rodeo Recess (February 26 and 27, 2015)

B. Leaves

2. Extension of Leaves

Employees are expected to return from vacations and leaves at the expiration of approved leaves.

In the event of unforeseen circumstances which require an extension of leave, employees must notify their supervisor (if not available, then the next level Administrator in your area, then the Human Resources/Employee Relations Office or Campus Police), prior to their scheduled date of return.

In the case of vacation annual leave, up to five additional workdays may be approved (paid if accrual is sufficient, unpaid otherwise) by the supervisor.

Section V. Leaves and Holidays

C. Annual Leave

6. Emergency Payout of Annual Leave - Employees who have an emergency need to access additional financial resources may request payment of up to two weeks, in one-week increments (1 or 2 weeks), of accrued annual leave per fiscal year if they meet the following criteria:

a. Employee must have completed his/her initial hire probation to make use of this provision.

b. Employee has determined that he/she has an emergency resource need that may include, but is not limited to the following:
   i. loss of household income
   ii. emergency medical expenses
   iii. funeral expenses
   iv. impending eviction or foreclosure
   v. other extraordinary expenses

c. The employee will be the sole determinant of his/her emergency need. Inappropriate use is governed by the Code of Conduct and Standards of Behavior for Employees.

d. Employees will request payout of leave for emergencies by completing the Emergency Leave Payout form. Once completed, the form is submitted directly to the Employee Service Center (ESC) for processing.
   i. Once received, the ESC confirms the employee meets the following criteria:
   ii. Employee has passed applicable probationary period.
iii. Employee has accrued enough to fund the payout and retain the minimum leave balance indicated in this section.

e. At completion of the payout process, the ESC will send a completion/information email to the employee.

f. An employee may request up to 80 hours per fiscal year of annual leave buyout. The request can be made in one or two-week increments providing the remaining leave balance after the buyout is at least 40 hours.

An Employee who has exhausted this benefit, or is not otherwise eligible, may consider borrowing against his/her 403B account. More information about this opportunity is available in the ESC.

Employees should be aware that there are tax consequences for payouts of Annual Leave, and should contact the Employee Service Center with any questions.

Eligibility and use of this emergency payout provision will be determined on a fiscal year basis. In the event an employee makes use of this provision and his/her leave balance is subsequently exhausted, the employee will be ineligible to receive donated leave until his/her unpaid leave status exceeds the number of weeks paid under this provision or until a new fiscal year commences.

Section VI.
Professional Development, Educational Enrichment and Paid Educational Leave Programs

1. Professional Development
ACES expanded the definition for the use of Professional Development and Educational Enrichment funds. It is no longer a requirement to travel to a conference or location to receive funding. ACES recognizes professional development activities can be achieved in Tucson and even at your desk in the form of online.
Requests for funding should be directly related to an employee's job duties.

Appendix C: Lead Assignments

Second paragraph:

All regular classified exempt employees must be advised of and offer the opportunity to express interest in lead assignments within the work unit. Should more than one employee express interest and have the requisite qualifications to successfully accomplish the purpose and goals of the assignment the supervisor will work with the Human Resources Department to design an appropriate selection process. In the event that two or more employees are deemed to qualify, selection will be in order of seniority. If no employee within the work unit expresses interest the supervisor shall select a qualified employee by direct appointment.
All department employees reporting to the supervisor, who has responsibility for the lead position, will be advised of and afforded an opportunity to apply for the lead assignment. If more than one employee express an interest and have the requisite requirements to accomplish the lead assignment, the supervisor will work with the Human Resources Office to designate and apply an appropriate selection process.
Meet and Confer Proposal NO: E1b

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team [X] Board Management Team [ ]

Meet and Confer Proposal No: E1b.  
Employee Team Proposal No. E_1b__ FY14  
Board Management Team Proposal No. B____ FY14

Proposal is to modify the Exempt Personnel Policy Statement:

Section: Section III. Employment; B Performance Evaluation and Appendix E: Exempt Staff Step Progression Plan and Criteria

Proposal: During the 2012/1 Meet and Confer session, Exempt Staff team and the Board of Governor’s Team agree to convene a Task Force to review and propose changes to the language on Employee Evaluations (Section III, B. Performance Evaluation and Appendix E: Exempt Staff Step Progression Plan and Criteria.) The current language remains in effect during this review.

Amendment 2: To amend the timeline to the 2012/13 Meet and Confer Task Force to finalize by May 31, 2015. No other changes to the existing proposal are requested.

Task Force Charge:
1. After review, propose a new or revised process for exempt employee evaluation to be included in the Exempt Policy Handbook Section III. B. Performance Evaluation. This review will include but is not limited to: evaluation at the end of the probation period; evaluation and a performance development plan to extend the probation period; annual performance evaluations during the first year of employment; the annual performance evaluation for years thereafter.
2. After review, propose a new or revised process for exempt employee step progression (SPP) to be included in the Exempt Policy Handbook Appendix E: Staff Step Progression Plan and Criteria. This review will include but is not limited to: evaluation of the effectiveness of the current SPP process and the integration of the employee evaluation with the SPP.
3. To the greatest extent possible, recommend ways to integrate and streamline the two processes noted above.
4. By May 29, 2015, finalize the work and recommendations for presentation to Chancellor’s Cabinet in a final report. The final report will be subsequently presented to the Meet and Confer Teams for revision, as appropriate, in the 2014/2015 Meet and Confer process.
Task Force Membership, Composition and Meeting Schedule:

1. ACES will appoint four (4) ACES members and four (4) other exempt staff members to serve, including one to serve as co-chair.
2. Administration will serve as chair, and a representative from the Human Resources Office.
3. Administration will provide staff support.
4.

Rationale for Proposal: There is wide agreement among exempt staff that the current employee evaluation is less than ideal. It is seen as being largely ineffective for both supervisors and employees in performing the function that it is meant to serve. Further, it is completely divorced from the SPP, an instrument to Which, in its current form, it shares many similarities. Reviewing, revising, and possibly integrating these two processes with the intent of making them more practical and relevant to the purposed that they are meant to serve will benefit the College and exempt staff.

Amendment Rationale: Due to the Higher Learning Commission report work and additional recommendations forthcoming from the Chancellor, ACES feels it best to give this process its due diligence and take into account broader questions that may arise from the College-wide climate survey.

Economic Impact of Proposal: None

Priority of Proposal: 1b

Authorized Signature: [Signature]

Date 05/01/14

Authorized Signature: [Signature]

Date 5/1/14
Appendix F: Guidelines for Classified Exempt Staff Professional Development Program

§100: PURPOSE

The Professional Development Program for Classified Exempt Staff is designed to promote individual, group and institutional development for a healthy, supportive environment in which Classified Exempt Staff can best fulfill the College mission. The positions of the Classified Exempt Staff at the College are dynamic, demanding and rewarding, and necessitate that the Classified Exempt Staff members take time for professional growth to enhance their skills and knowledge, and for personal renewal.

Professional development encompasses formal and informal learning opportunities and resources, and benefits employees through the acquisition of knowledge, skills, and abilities related to their field of employment for individual improvement and career advancement.

—This program gives employees an opportunity to attend, participate and/or present in professional development activities, at a professional conventions, conferences, seminars, workshops, etc., as well as and formal study or to obtaining a professional certification related to the employee’s area of responsibility at the College (for example, a certificate or degree from a college, university, or vocational academy, state agency or recognized industry leader).

§200: ADMINISTRATION

The Association of Classified Exempt Staff (ACES) Professional Development Work Group shall administer these Guidelines by establishing an Exempt Professional Development Work Group consisting of ACES and Non-ACES members.

§200.1: WORK GROUP COMPOSITION

¶1 For the purpose of revising these Guidelines, a work group membership of no less than three and no more than seven shall be established and composed of representatives from the Association—Exempt staff in accordance with the following:

A. The elected ACES Treasurer and one elected ACES Member-at-Large shall serve as the Work Group Co-Chair. The Work Group Chairs shall establish the work group; preside at all meetings, and present any and all revisions to the ACES Officers for approval. Only approved Guidelines may be forwarded to the Chief Human Resources Officer for implementation authorization.

B. At least two work group members must be representatives from campuses. To promote equitable representation, these members must not be from the same
campus.

C. No less than one work group member must represent district office/district support services center.

D. The Director of the Office of Professional Development or their exempt staff delegate will be a standing member of the Exempt Employees Professional Development Work Group.
¶2 For the purpose of applying these Guidelines, the Work Group will be Chaired in accordance with the following:

A. The elected ACES Treasurer and one elected ACES Member-at-Large shall serve as the Work Group Co-Chairs. The One Work Group Co-Chair shall preside at all meetings.

B. For the purpose of not delaying review of submitted requests for the Classified Exempt Staff Professional Development Program, the Work Group Chair may temporarily delegate his/her duties to another member to act as his/her Designee for the duration of the Work Group Chair’s absence due to vacation, illness, travel, or similar circumstances.

C. For the purpose of timely and expedient review of submitted requests for the Professional Development Program, the ACES Exempt Professional Development Work Group will review the request.

   a. The Work Group Chair and a minimum of two Work Group Members must review each application for approval/disapproval. In those instances where no unanimous agreement is reached as to approval or disapproval of a specific request, majority vote shall rule.

   b. In the case where the request is disapproved, the requestor may appeal to the Chief Human Resources Officer or her/his designee. Appeals must be submitted within two weeks of the date of emailed notification. This decision is final and binding.

§300: PROGRAM FUNDING

¶1 Beginning fiscal year 2006/2007, Pima Community College annually reserves funding for eligible classified exempt employee’s use over a one (1) year period. Funding approval does not constitute administrative approval for employee travel, professional development, or work absence for educational enrichment.

¶2 The funding for the request will be awarded based on the following criteria: (1) Priority will be given to Educational Attainment Requests, (2) applicants who have never received an award will be given priority over previous awardees. If money remains after Educational Attainment Awards are reviewed, the remaining requests will be reviewed in a randomized manner to be approved by the Chief Human Resources Officer or his/her designee. The work group will award requests until funding is depleted for that fiscal year. If the fund total is depleted in a fiscal year no other funding will be available.

1. First time Educational Enrichment Attainment Requests will receive first priority.
2. Repeat Educational Enrichment Attainment Requests will receive second priority.
3. First time Professional Development Requests will receive third priority. If there are not enough monies to fund all the awards, this group will be randomized as indicated above. Awards not funded will be placed, in order, on a waiting list pending available
funding.

4. Repeat Professional Development Requests will receive fourth priority. If there are not enough monies to fund all the awards, this group will be randomized as indicated above. Awards not funded will be placed, in order, on a waiting list pending available funding.

1.5. This process applies to requests received and reviewed in July. In subsequent months, approved requests will be awarded or added to the waiting list in the order in which they were received.

§300.1: AWARD PARAMETERS & ENTITLEMENT RESTRICTIONS

¶1 The total amount available for partial or full payment in a fiscal year for each eligible classified exempt employee is $3,000 per fiscal year. The maximum award for either category is $2,000. All reimbursement requests for professional enrichment expenses
and/or formal educational enrichment expenses must be during the fiscal year in which the activity occurs.

¶2 Professional Development Awards will be rounded to the nearest dollar for the purpose of calculating the available balance.

¶3 NO TRANSFER, loan, gift, etc. in part or in full of any eligible classified exempt employee’s entitlement of Professional Development Funds and/or balance of Professional Development Funds is permitted. Any individual’s unused portion at the end of the fiscal year will not carry forward to the next fiscal year.

§400: REPORTING & ACCOUNTABILITY

¶1 The ACES Treasurer Work Group Co-Chair shall be responsible for the accounting and management of the Professional Development Fund. In order to duly perform in this capacity, the Work Group Co-Chair shall be granted access to information for generating necessary activity and status reports.

¶2 Reimbursement for educational benefits shall be processed on a Payment Request Form and a check forwarded to the individual requesting reimbursement. Reimbursement will be made directly to the employee.

¶3 For the purpose of verifying eligibility and corresponding entitlement, the Work Group Chair may request from the Department of Human Resources information for a classified exempt position as needed or required throughout the fiscal year.

¶4 In July of each fiscal year, the ACES Treasurer Work Group Co-Chair shall report the prior fiscal year information to the members of the Association with a copy to both the Chief Human Resources Officer and the Executive Chancellor for Finance showing the following information:

- Name of Awardee
- Type of Award
  - Professional Enrichment
  - Education
- Award Amount
- Beginning Fund Balance
- Total Dollar Utilization
- Ending Fund Balance
- Total Utilization for Fiscal Year

¶5 At the end of the fiscal year, all approved requests will be forwarded to the Department of Human Resources for filing in the individual’s personnel file.
§500: ELIGIBILITY

¶1 To be eligible, employees must:

A. **BE CLASSIFIED AS REGULAR FULL TIME EXEMPT.** Note, however, that an employee occupying a classified exempt position in an “Acting” capacity is NOT eligible, unless the employee’s full time position is classified as regular full time exempt.

B. **NOT BE ON PROBATION at the time of application.** This only pertains to Initial Hire Probation. The supervisor’s signature on the request confirms that the employee is not serving a probationary period.

C. **NOT BE ON A CORRECTIVE ACTION PLAN at the time of application.** The supervisor’s signature on the request confirms that the employee is not on a corrective action plan.

§600: GENERAL RULES & PROCEDURES FOR APPLICATION

¶1 To apply, eligible classified exempt employees shall submit a fully completed and signed Request for Classified Exempt Staff Professional Development Program Form with supporting documentation and/or materials to the Work Group Co-Chair for review.

¶2 The ACES—**Exempt** Professional Development Work Group is charged with the responsibility of reviewing the Classified Exempt Staff Professional Development Program Requests and either accepting the request for consideration OR rejecting the request for consideration based upon:

A. The requestor meeting eligibility requirements as defined in §500.

B. The timeliness in submission of the request in terms of the amount of lead time for review and approval/disapproval determination. Requests should be submitted at least three weeks before incurring expenditures. Priority will be given to requests submitted at least three (3) weeks before incurring expenditures and then in order of receipt of the request. Requests which are unreasonable in terms of timeliness may be rejected.

C. The completeness of the request in terms of adequate information, attached supporting documentation, and the presence of required signatures. Incomplete requests shall be rejected.

D. The quality of the request measured by the extent to which it would contribute to the professional growth of the individual in addition to its value in relation to the requestor’s area of responsibility at the College. **Requests should be directly related to the employee’s job duties. Requests that are not related to the employee’s job duties, and/or Requests**
which are not supported by the requestor’s supervisor shall be rejected. In those instances where the requestor and the supervisor do not agree on the validity of the professional development request, the requestor may submit an appeal to the Chief Human Resources Officer or Designee.
In those instances where the ACES—Exempt Professional Development Work Group finds a need for additional information to supplement the submitted request, the Work Group may call the Requestor to make a verbal presentation.

Upon accepting a request, the ACES—Exempt Professional Development Program Work Group is charged with the responsibility of approving funding/payment OR denying funding/payment for the request based upon the requirements for funding established in §600.1 and §600.2.

5. All submissions received by July 15 will be reviewed at the first meeting of the Work Group.

If final reimbursement paperwork is not received by the Work Group Chair within two weeks after the completion of the activity, the award will become null and void and the funds will return to the pool for distribution. If funds are returned to the pool the applicant may resubmit.

§600.1: PROFESSIONAL ENRICHMENT FUNDS

1. In completing the Request for Classified Exempt Staff Professional Development Program Form—and the Requestor selects the box indicating Professional Development and indicates the following: “This Request Is For: PROFESSIONAL ENRICHMENT FUNDS” and provides a Travel Authorization Request Form (TAR) with associated documentation or other documentation demonstrating the form of professional development and related costs, related travel information.†

Please note: The requestor is to indicate his/her Position FOAP and their Travel FOAP, where the expenses will occur. (Forms available on the Intranet; College Forms; Human Resources)

2. The Requestor forwards the fully completed and signed (original) Request for Professional—Development Program Funds Request for Classified Exempt Staff Fund Request for Classified Exempt Staff form with copies of all attachments to the Work Group Co-Chair.

3. The Work Group Co-Chair shall review the request and either accept for consideration OR reject for consideration in accordance with §600, ¶2. If approved, the request will be submitted to the committee for approval or denial.

4. The budget/funding for the Classified Exempt Staff Professional Development Program resides in the Designated Fund #015007. Upon receipt of a copy of the final Travel Expense Form (usually a copy, vetted by the appropriate Business Office), the Work Group Co-Chair will process an Expenditure Transfer moving the approved expense
amount to the Designated Fund # 015007.

1 Although the information requested on the *Request for Travel Funds* section of the Request for Classified Exempt Staff Professional Development Program Form (See *Exhibit C*), a Travel Authorization Request must nevertheless be completed and processed for any and all travel in accordance with the College’s Travel Policy. Travel related information on the Request for Classified Exempt Staff Professional Development Program Form is collected for statistical and analytical purposes only and NOT to be used in lieu of completing and processing a Travel Authorization Form.
Note: Expenditure Transfers will be processed only for expenditures that have occurred as opposed to expenditures which may occur.

¶5 The processing of a request for Professional Enrichment Funds may be delayed and/or funding denied if the Requestor has any open trips for which a Travel Expense Report has yet to be filed in accordance with the College’s Travel Policy.

6 For professional development that does not include travel, actual payment of any approved requests are on a reimbursement basis only. Upon receiving an original receipt from an employee with an approved award, the Work Group Co-Chair will prepare a Payment Request Form (PRF) and forward it to the Accounts Payable office to reimburse the employee.

7 Professional development funds may be used for a variety of opportunities, and does NOT include:

Electronic devices and equipment including, but not limited to, Computers, tablets, phones, or cell phones.

Items that are more appropriately purchased by the department.

Training, materials, or equipment that an employee is required to have to perform their job duties.

Software purchases for Professional Development activities are eligible for reimbursement through the Exempt Professional Development fund and cannot be placed or used on a College computer, and may not be installed or maintained by College staff, including IT staff, as part of their regularly assigned work duties.

§600.2: FORMAL EDUCATION EXPENSES

¶1 Educational Enrichment

Source of funds: Professional Development and Educational Enrichment fund.

Educational enrichment funds may be used for tuition, books, and fees leading to a degree, certification, or license not already held by the employee.

In completing the Request for Classified Exempt Staff Professional Development Program Form and the Requestor selects the box indicating Educational Funds indicates the following: “This request is for:

FORMAL EDUCATION FUNDS” and provides related education information.

¶2 Using a Transmittal/Response Form, the Requestor forwards the fully completed and signed (original) Request for Classified Exempt Staff Professional Development Program Fund Request for Classified Exempt Staff Form with copies of all attachments to
the Work Group Co-Chair.

¶3 The AGES Exempt Work Group Co-Chair shall review the request and either accept for consideration OR reject for consideration in accordance with §600, ¶2. If approved, the request will be submitted to the committee for approval or denial.

¶4 Actual payment of any approved request for formal education funds are on a Reimbursement basis only given the following:

A. The expenses are NOT related to or associated with a repeat course/class and are not related to or associated with a non-credit class unless related to the employee’s area of responsibility at the College and/or their individual’s Step Progression Plan.

B. Tuition and Fees where a minimum grade of a “C” (or “P” in the case where the course/class was taken for Pass/Fail) is attained.

Reimbursement for employee purchase of:

C. Conference/workshop/seminar materials in lieu of attendance by travel and requesting Professional-Enrichment Funds as provided under §600.1.

D. Course/professional materials for which C.P.E. credit is awarded.

E. Textbooks:

F. Video/audio-tapes (work-related):

G. On-line training for which a grade or C.P.E. credits are awarded.

H. Professional-materials
Exclusions and limitations: All materials or items acquired remain the property of the College.

1.D._ Certifications in field of employment or career path.
   a. Includes testing.
   b. A minimum grade of “C” or “P” is attained in the case where the course/class/test is taken for Pass/Fail is attained.

NOTE: This provision does NOT include reimbursement for subscriptions, journals, membership dues, supplies, materials, and/or items which are not educationally related in terms of A, B, C, and D above.

Reimbursement of approved funding for formal education expenses which meet the requirements in §600.2, ¶4, shall be processed as follows:

A. The employee shall submit to the Work Group Co-Chair a copy of a transcript or grade report as evidence of success and completion along with some substantiating form of receipt of payment,

B. Upon receipt, the Work Group Chair shall process a Payment Request Form and submit the form to the Accounts Payable office to reimburse the employee a reimbursement check mailed directly to the employee.

§600.3: NOTIFICATIONS

A after request committee review, the Work Group Co-Chair shall notify the requestor of the decision and action taken or to be taken by completing the Response section of the TRANSMITTAL/RESPONSE FORM and returning the form to the mailed e-code as indicated by the Requestor. In lieu of returning the TRANSMITTAL/RESPONSE FORM the Work Group Chair may notify the Requestor by e-mail.

REQUEST FOR CLASSIFIED EXEMPT STAFF PROFESSIONAL DEVELOPMENT PROGRAM FORM (Exhibit A)

CHECKLIST FOR SUBMISSION OF PROFESSIONAL DEVELOPMENT FUNDS (Exhibit B)

TRAVEL AUTHORIZATION REQUEST (Exhibit C)
CHECKLIST FOR SUBMISSION OF
PROFESSIONAL DEVELOPMENT REQUEST
(Exhibit B)

Form available on the Intranet. Refer to College Forms, Human Resources Forms, Request for Professional Development Funds, Exempt – Application for Professional Development/Educational Funds. (fill-able/type-able PDF)

If you have any questions while filling out this form, please contact either the ACES Treasurer or a member of the Professional Development Work Group.

Directions:
1. Fill in the box at the top right indicating if this request is for Professional Development Funds or Educational Attainment Funds.
2. Fill out personal information (including position number and suffix – available through your business office)
3. Answer questions labeled 1 and 2
4. Write a rationale for the event or class stating how it would contribute to your professional growth.
5. Write a rationale to explain how this activity will be of value to your area of responsibility. Be specific and explain in detail. Remember that the committee members do not know every job function and will take what you write in this section into consideration when determining the merit of your request.
6. Provide the name of the event or class that you wish to attend/enroll, the location, and dates. (For events please provide the dates of the event; for classes please provide the start and stop dates of the class.)
7. Provide the estimated total (rounded to the nearest dollar) for your request. (Attach supporting documentation for this estimated total – see “Documentation Requirements” below.)
8. Provide Fund, Org, and Program code that travel will be paid for by department. The Work Group Co-Chair will reimburse the travel FOAP once final documentation has been submitted and approved by the appropriate Business Office.
9. Read 4, and if you agree with the statements, sign and date.
10. Send completed application and attached documentation to your supervisor for review, and if supervisor agrees to the benefit of this activity, then supervisor completes and signs this section.
11. Forward original completed and signed form to the Exempt ACES Professional Development Work Group at the address listed on the form.
All submissions received by July 15, will be reviewed at the first meeting of the Work Group on the fourth Thursday of July.
Documentation Requirements
for Professional Development
Requests FY2013-2014

Educational Enrichment Attainment:

Must attach the following to the request form:

• Proof of registration with fees paid or due

Or

• Fee schedule per credit or per class from the institution and
• Class description including dates and meeting times.

Professional Development/Travel:
Must attach the following to the request form:

• Travel Authorization Request form (TAR) – it can be signed or unsigned

• Conference/Workshop flyer or webpage detailing the dates of event, location, registration fee, conference hotel and cost (If the information for the specific event has not been made public, please use the previous event information for registration fee and proof of event or contact the event organization via email and attach a copy of the reply you receive detailing the information needed), or contact via email the organization and attach a copy of the reply you receive detailing the information needed)

• Print out of hotel costs (including taxes) for event or for city of event (can also provide lodging allowance from Travel Manual available in Business Office)

• Print airfare estimate from any website (Expedia, Orbitz, Travelocity, etc.)

• Per Diem amount for conference/workshop city per day (available in the travel manual or from Business Office)

• For non-travel related professional development, please submit a document detailing costs (quote, webpage, email, etc.)
Meet and Confer Proposal NO: E1

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one)  
Employee Team  
Board Management Team

Meet and Confer Proposal No:  
Employee Team Proposal No. E_4_FY14  
Board Management Team Proposal No. B___FY14

Proposal is to modify the Exempt Personnel Policy Statement:

1a: Probation Period
   Initial Hire Probation Period:
   a. Duration. Upon an employee’s initial hire into a regular position, there
      shall be, within two weeks of hire, a discussion on the role and
      expectations of the job, a discussion to review progress at mid-point
      (three months) and an initial probation period of six months.

1c: Position Change Probation Period Actions –
Upon an employee’s placement into the position, there shall be an initial discussion
on the role and expectations of the position. An employee will be afforded a
discussion to review progress at mid-point and a formal performance review upon
completion of the probation period. An employee serving position change probation
may be removed without the right to grieve from the position to which he/she was
promoted or reassigned. In such an event, the employee may, in the following order
of preference:

1g: Section V. Leaves and Holidays
   A. Holidays and Recesses
      Employees shall be allowed the paid holidays and recesses listed below:
      Independence Day (July 4, 2014)  
      Labor Day (September 1, 2014)  
      Veterans Day (November 11, 2014)  
      Thanksgiving (November 27 and 28, 2014)  
      Martin Luther King Jr. Day (January 19, 2015)  
      Cesar Chavez Day* (one day, floating, between March 1 and March 31, 2015)  
      Memorial Day (May 25, 2015)
      Additionally employees shall be allowed the following paid recesses:
      Winter Recess begins at noon on December 24th and continues through the
      federally observed New Year’s Day Holiday of January 1, 2015 (seven days).
In the event that December 24th falls on a weekend, the College will close for business at 12 noon the preceding Friday.
Tucson Rodeo Recess (February 26 and 27, 2015)

1h: B. Leaves
2. Extension of Leaves
Employees are expected to return from leaves at the expiration of approved leaves. In the event of unforeseen circumstances which require an extension of leave, employees must notify their supervisor (if not available, then the next level Administrator in your area), prior to their scheduled date of return. In the case of annual leave, up to five additional workdays may be approved (paid if accrual is sufficient, unpaid otherwise) by the supervisor.

Rationale for Proposal: To make employee manuals consistent and easier to implement for supervisors and more direct for all employees.

Economic Impact of Proposal: No change

Priority of Proposal: 1

Authorized Signature: [Signature]
Date: 04/10/14

Authorized Signature: [Signature]
Date: 4/11/14
Meet and Confer Proposal NO: E1a

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team ☒ Board Management Team

Meet and Confer Proposal No: A1c.
Employee Team Proposal No. E_1a_FY14
Board Management Team Proposal No. B__FY14

Proposal is to modify the Exempt Personnel Policy Statement:

Section: Section II. Conditions of Work; A1c. Initial Hire Probation Period Actions.

Proposal: An employee serving a hire probation period may be discharged or otherwise disciplined without the right to grieve. If the employee is not officially notified of an extension or failure to pass initial hire probation by the last day of his/her probation period, the employee will be considered to have successfully completed his/her initial hire probation. Upon successful completion of the initial hire probation period, the employee shall receive the full rights and protection of this Policy Statement, and will be added to the seniority list as of the initial hire date for full-time regular employment. Within two weeks of hire there shall be a discussion on the role and expectations of the job.

Rationale for Proposal: To make manual more consistent and easier to implement for supervisors and more direct for all employees.

Economic Impact of Proposal: None

Priority of Proposal: 1a

Authorized Signature: [Signature] Date 5/19/14

Authorized Signature: [Signature] Date 5/19/14
Meet and Confer Proposal NO: E5

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) 
Employee Team  
Board Management Team  

Meet and Confer Proposal No:  
Employee Team Proposal No. E_5__ FY14  
Board Management Team Proposal No. B__ FY14

Proposal is to modify the Exempt Personnel Policy Statement:

Section: III, G.

Proposal: In accordance with Section III. Employment, Section IV. Compensation, and Section VI. Professional Development, all regular classified exempt employees must be advised of and offered the opportunity to express interest in lead assignments within the work unit and acting assignments within the District. Should more than one employee express interest and have the requisite qualifications to successfully accomplish the purpose and goals of the assignment, the supervisor will work with the Human Resources Department to design an appropriate selection process. In the event that two or more employees are deemed to qualify, selection will be in order of seniority. If no employee expresses an interest, the supervisor shall select a qualified employee by direct appointment, or through an internal appointment process before considering an external method of placement or work with the Human Resources Department to design an appropriate selection process. (See Sec. IV. Compensation paragraph B. 7 for Acting Assignments Salary and Sec. IV. Compensation, paragraph D, for Working Out of Class provisions.)

Rationale for Proposal: To align the Exempt Personnel Policy manual with SPG 4201/BA.

Economic Impact of Proposal: None

Priority of Proposal: 5

Authorized Signature: [Signature]  Date 5/30/14
Meet and Confer Proposal NO: E6

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team [X] Board Management Team [ ]

Meet and Confer Proposal No:
Employee Team Proposal No. E_6_ FY14
Board Management Team Proposal No. B__ FY14

Proposal is to modify the Exempt Personnel Policy Statement:

Section: III, H.

Proposal: In the event that a regular full-time position becomes open, the position will shall first be filled according to SPG 4201/BA, advertised as an Open Internal Opportunity for Lateral Transfer (Internal Competitive Process). If no internal candidate is successful in the Internal Competitive Lateral Process, the position will then be advertised as an External Competitive Selection Employment Process.

Rationale for Proposal: To align the Exempt Personnel Policy manual with SPG 4201/BA.

Economic Impact of Proposal. None

Priority of Proposal: 6

Authorized Signature: Date 5/30/14
Meet and Confer Proposal NO: E7

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one)  Employee Team  Board Management Team

Meet and Confer Proposal No:
  Employee Team Proposal No. E7__ FY14
  Board Management Team Proposal No. B__ FY14

Proposal is to modify the Exempt Personnel Policy Statement:

Section: III, I.

Proposal: 1. Career Development
In line with this recognition, current employees will be provided the opportunity to fill lead and acting assignments within the work unit before the College advertises these openings outside the work unit and/or the College.

In an extraordinary circumstance, the supervisor may recommend to the Chief Human Resources Officer or his/her designee the placement of a lead or acting assignment proceeds directly to an internal appointment process, including direct appointment, prior to considering an external method of placement. The Chief Human Resources Officer is the final authority in this matter.

Rationale for Proposal: To align the Exempt Personnel Policy manual with SPG 4201/BA.

Economic Impact of Proposal: None

Priority of Proposal: 7

Authorized Signature: [Signature]

Date 5/30/14
Meet and Confer Proposal NO: E3

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team    Board Management Team

Meet and Confer Proposal No.: E3
Employee Team Proposal No. E_3_FY14
Board Management Team Proposal No. B__FY14

Proposal is to modify the Exempt Personnel Policy Statement:

Section: IV Compensation, A, Salary.

Proposal: Effective 07/01/14, a 3% increase will be applied for exempt staff according to the following parameters:

• Funding for individual exempt employees step advancement for those employees who have completed the process for step advance as contained in the Classified Exempt Policy Statement 2013/2014, Appendix E.

• Increase the salary schedule (lift) for exempt staff by a percentage based upon the residual amount remaining for exempt staff.

See appendix E. for the Exempt Staff step Progression plan and criteria, effective July 1, 2009. All compensation shall be in accordance with Board of Governors approved compensation plan and College policies.

Rationale for Proposal: To award step advancement to exempt employees who have successfully fulfilled the criteria for continued professional development and personal growth as established in the Step Progression Plan. Additionally, to increase the salary schedule to attempt to maintain a compensatory base comparable to the local employment market and parity with increases awarded to other Pima Community College employee groups.

Economic Impact of Proposal: 3% increase to exempt staff expenditures

Priority of Proposal: 3
Meet and Confer Proposal NO: E2

Meet and Confer Process – 2014

This Proposal is Submitted by:  
(check one)  
Employee Team  
Board Management Team

Meet and Confer Proposal No:
Employee Team Proposal  
No. E 4 FY14
Board Management Team Proposal  
No. B___ FY14

Proposal is to modify the Exempt Personnel Policy Statement:

Section:IV Compensation, B, 8.
Reclassification of Position (employee-supervisor initiated) Reclassification to classes at
the same level (range) shall result in no pay change. Upon reclassification of the position
to a higher level classification, the employee's base pay shall be either a 7.5 percent
(7.5%) increase in salary adjusted to the next higher step, subject to the maximum of the
range, or Step 1 of the appropriate classification, whichever is greater. Upon
reclassification of a position to a lower level classification, the employee's salary shall be
set in accordance with the Change of Lower Classification Range (College initiated, non-
disciplinary) paragraph 3 above.

Reclassification of position (College initiated) Reclassification to classes at the same
level (range) shall result in no pay change. Upon reclassification to a higher level
classification, the employee's base pay shall be placed on the step of the new salary range
closes to but not below their current base pay rate. Upon reclassification to a lower level
classification, the employee's salary shall be set in accordance with the Change to Lower
Classification Range (College initiated, non-disciplinary) paragraph above.

Rationale for Proposal: If someone who has been doing a job that involves more
work duties than their current position and would be reclassified, they may not see
any significant increase in pay as a result. Someone reclassified to a higher range
may actually have to take a pay cut because there is no guaranteed 7.5% increase.

Economic Impact of Proposal: No change

Priority of Proposal: 2

Authorized Signature:  
Date: 04/14/14

Authorized Signature:  
Date: 04/14/14
Meet and Confer Proposal NO: E4

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team ☒ Board Management Team

Meet and Confer Proposal No:
   Employee Team Proposal No. E 4 FY14
   Board Management Team Proposal No. B ___ FY14

Proposal is to modify the Exempt Personnel Policy Statement:

Section VI. Professional Development, Educational Enrichment and Paid Educational Leave Programs

Section: Appendix F; Guidelines for Classified Exempt Staff Professional Development Program

Proposal: Changes per the professional development committee. Please see documents attached with proposed changes and reasoning.

Rationale for Proposal: To make the instructions more understandable for all exempt staff.

Economic Impact of Proposal: No change

Priority of Proposal: 4

Authorized Signature: [Signature]
Date: 04/1/14

Authorized Signature: [Signature]
Date: 4/11/14
Article I. General Information
B. Policy Statement
   o See attached

Article II. Conditions of Work
A.4. General Responsibilities
   o See attached

B. Workload, Workload Calculations and Accountability
2. New language, see attached
4. Instructional Faculty Workload
   o See attached
5. Instructional Faculty Workload Calculations
   o See attached
6. Instructional Faculty Accountability
   o See attached
7. 12-Month Instructional Faculty Workload and Accountability
   o New provision, see attached
8. Educational Support Faculty Workload and Accountability
   o Formerly number 7, see attached
C. Overload Contracts (Teaching Assignments)
   3. New language, see attached
   5. See attached

Article V. Compensation
A. Faculty Salary
   o See attached
F. Overload Rate (Teaching Assignment)
   o See attached
G. Summer Sessions
   o See attached
H. Substitute Pay
   o See attached

Article VI. Leaves
A. Sick Leave
   1. Accrual
      o See attached
D. Holidays and Recesses
   o See attached (Proposal E15)

Article X. Miscellaneous Conditions of Employment
G. Faculty Resources
   o New provision, see attached
Article XII. Faculty Representative Group (PCCEA) Rights  
D. Designation of Meet and Confer Teams  
  o See attached

Appendix A. - Faculty Compensation Plan, Approved by the Governing Board effective July 1, 2013  
  o See attached
I. Initial Salary Placement for Faculty with an Initial, Full-time Regular Contract in Fiscal Year 2013/14  
  o See Attached
C. 5. Additional Vertical Credit at Time of Hire  
  o See attached
II. Guidelines for Salary Adjustments for Faculty with an Initial, Full-Time, Regular Contract Prior to Fiscal Year 2013/14  
  o See attached
B. 2. Vertical Movement  
  o See attached

Appendix B: Unit Guideline- Cross Campus, Cross Department and Cross Discipline Faculty Assignments  
Introduction  
  o See attached
Definitions  
  o See attached
Standards  
  o See attached

Unit Guideline- Flex Year Contracts for Instructional Faculty  
Parameters  
  o See attached
Eligibility  
  o See attached
Other Provisions  
  o See attached

Appendix N. Step Progression Plan  
I. General  
  o See attached

Appendix P. Task Force to Review Full-Time, Regular Facility Hiring  
  o New appendix, see attached

Appendix Q. Task Force to Review Horizontal Movement on the Faculty Salary Schedule (new)  
  o New appendix, see attached
Article I. General Information

B. Policy Statement
If any provision of this policy statement is in conflict with any accrediting agency state or federal law, executive order or guideline, or any provisions or regulations pertaining thereto, including, but not limited to, 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 provisions of such orders, laws, federal regulations, and rules shall prevail. All other provisions or applications of this policy statement shall remain in full force and effect.

Article II. Conditions Of Work

A. General Responsibilities
4. Instructional Faculty members are assigned for five days each year to student advising or other functions pertinent to College enrollment, registration, retention, and community outreach, including participation in approved workshops and other student development activities (Unit Guide on Non-Teaching Days of Accountability for Instructional Faculty). These activities are in addition to the discipline or program-based academic advising Instructional Faculty members regularly perform and are typically to be conducted within the Faculty member’s 169 (or for 12 months Instruction Faculty, 221) days of accountability throughout the year.

B. Workload, Workload Calculations and Accountability

2. With the agreement of the Department Chair(s) and Supervising Administrator(s), a Faculty member may distribute his/her assigned duties over more than one campus or over more than one department or discipline/program/service area within a campus. The Faculty member shall submit a request for such an assignment in writing to the Supervising Administrator(s) and the relevant Department Chairs by the first Friday in February for the upcoming summer and fall terms and by the second Friday in September for the upcoming spring term. Exceptions to these deadlines may be granted by the Supervising Administrator(s) as needed to benefit the College, Campus, or discipline(s). It is expected that the Faculty member requesting cross-campus, cross-discipline, or cross-department assignments will work cooperatively with the unit where s/he wishes to teach in order to provide the best service to students.

A requested assignment will be approved unless either the Supervising Administrator(s) or the receiving unit attests that the assignment would negatively affect the quality of the educational program or the operation of the subject/service area involved. Faculty denied such an assignment may first appeal to the President of the denying campus. Assignments not approved by the Campus President may be appealed once, in writing, to the Chief Human Resources Officer whose decision is final (Unit Guide on Cross-Campus, Cross-Department and Cross-Discipline Faculty Assignments).
4. **Academic Year** Instructional Faculty Workload
5. **Academic Year** Instructional Faculty Workload
6. **Academic Year** Instructional Faculty Accountability

7. **12-month Instructional Faculty Workload and Accountability**

a. The required teaching assignment shall be 15 load hours for each of the Fall and Spring semesters, as well as 9 load hours during the summer term spread over Session A/C or Session B. This totals 39 load hours per year.

b. In consultation with the appropriate Supervising Administrator, a Faculty member will have load hours above 15 in the Fall and Spring compensated at the Faculty overload rate (Article V F). Any load taught above 9 load hours during summer will be compensated at the Faculty overload rate (Article V F).

c. If the regular workload in a contract year is less than 39 load hours, the appropriate Supervising Administrator may assign teaching and/or non-teaching duties within the contract period to complete a 12-month Instructional Faculty member's regular workload. These duties shall be consistent with her/his regular assignment.

d. 12-month Instructional Faculty members on a regular contract will not have their salary reduced if the administration is unable to develop a full-time teaching schedule and/or a full-time non-teaching assignment equal to the assigned workload for the academic year. In the event the full-time teaching schedule cannot be met, a variety of scheduling formats may be approved. These duties shall be consistent with her/his regular assignment and will be within the contract period.

e. The Total Faculty Load appearing on a 12-month Faculty member’s approved load sheet will not exceed 25.5 load hours per semester. The Total Faculty Load appearing on a 12-month Faculty member’s approved load sheet will not exceed 15.3 load hours in summer. The Faculty member’s Supervising Administrator may allow a Faculty member to exceed this maximum for the benefit of the program and/or students.

f. The 12-month Instructional Faculty contract includes 221 days of accountability: 210 days for the Faculty member’s regular assignment, one day for All College Day in the fall, up to five days of advising or other student development activities (Unit Guide—Non-teaching days of accountability for instructional accountability!), one day for All Faculty Day in the spring, three days for preparation, and one day for graduation. Each day spent in a required college, campus, and/or divisional meeting scheduled during the five accountable days prior to regular semesters outside of All College Day and All Faculty Day will count as one of the five days of advising. Annual salary is based on the Faculty Compensation Plan (Appendix A).

g. Instructional Faculty non-teaching assignments which are in addition to these 221 days of accountability shall be compensated at the hourly rate for supplemental non-teaching assignments (Article V D).
h. 12-month Instructional Faculty are automatically placed on a flex-year contract between July 1 and June 30. Flex schedules for the up-coming contract year should be established by the Graduation day and whenever possible, give appropriate consideration to the needs of the individual Faculty member. The Supervising Administrator and the Faculty member are jointly and individually responsible to assure that the appropriate number of accountable days and/or hours are worked within the contract period. A record of the flex-year assignment will be maintained in the Faculty member's official personnel file. A 12-month Instructional Faculty member can request his/her Supervising Administrator to approve modifications to his/her flex schedule due to extenuating circumstances with as much advance notice as possible. Such requests will be approved unless the Supervising Administrator demonstrates how the modification would negatively affect the operation of the service area involved. To accommodate extenuating circumstances, the Supervising Administrator and the Campus 12-month Instructional Faculty members will collaborate with as much advance notice as possible to modify flex schedules.

i. 12-month Instructional Faculty are required to be on campus each week at times consistent with their professional obligations (teaching, non-teaching assignments and interacting with students and colleagues) as stated in the Faculty Personnel Policy Statement and the College Personnel Policy Statement for College Employees.

j. Instructional Faculty will spend an average of 5.8 hours per day of accountability on campus, at the District Office, or other sites. Teaching, academic advising and institutional responsibilities occur throughout the workweek. Instructional Faculty preparation does not necessarily occur at a College location.

1 According to the Personnel Policy Statement for College Employees, the term “campus” means assigned locations, approved community facilities and locations, and/or other locations approved and designated for instruction or instruction-related activities.

7.8. Educational Support Faculty Workload and Accountability

g. An Educational Support Faculty member may request to teach a maximum of three load hours per semester, in course(s) directly related to his/her job assignment as a part of her/his regularly assigned duties and weekly work schedule. Such request assignments will be approved unless the supervising administrator demonstrates how the teaching schedule would negatively affect the operation of the service area involved.

C. Overload Contracts (Teaching Assignments)

3. Faculty desiring overload classes for their primary campus shall have first preference for the allowable number of unassigned sections in their subject area(s) for their primary campus. Faculty desiring overload classes on a different campus must request these classes no later than the first Friday in February for the upcoming summer and fall terms and by the second Friday in September for the upcoming spring term. Faculty are encouraged to contact Department Chairs as early as possible and work collaboratively to identify potential overload assignments. Such
requests must be documented in writing with the appropriate Department Chairs and Supervising Administrator. After the request deadline has passed, classes not assigned to fulltime Faculty may be assigned to adjunct Faculty. After the deadline passes, full–time Faculty may request a course listed as unstaffed, but the assignment is not guaranteed.

If a new section is added to the schedule, the department chair should make a reasonable effort to allow first full-time faculty at their primary campus and then all other full-time faculty in the discipline a first right of refusal, before staffing it with adjunct faculty.

It is expected that any faculty member requesting cross-campus, cross-discipline, or cross-department assignments will work cooperatively with the unit where they wish to teach in order to provide the best service to students.

5. By mutual agreement between the Faculty member and the College, a maximum overload of 10.5 load hours per semester may be assigned. The maximum is defined as the Total Overload appearing on a Faculty member’s approved load sheet. The Faculty member’s Supervising Administrator (or designee) has the discretion to allow a Faculty member to exceed this maximum as needed for the benefit of the program and/or students.

Article V. Compensation

A. Faculty Salary
Effective July 1, 20132014, there are 391 full-time regular faculty positions.

1. The College grants a one-step increase to those faculty members who qualify according to Appendices A and N.

2. The entry salary (Grade S, Step 1) for the Academic Year Faculty Salary Schedule is $43,580, to be determined but not less than $43,489. The entry salary (Grade S, Step 1) for the 12-month Faculty Salary Schedule is $56,990. These figures are based on the 2012–132013–2014 entry salary salaries, plus any funding granted by the Board of Governors to increase faculty salaries that remains after funding paragraph (1) above. http://www.pima.edu/administrative-services/human-resources/classification-compensation/salary-schedules.html

3. Future salary adjustments are subject to recommendations from the Meet and Confer process and available financial resources.

For Nursing Faculty:

a) The entry salary (Grade S, Step 1) for the Academic Year Nursing Faculty Salary Schedule for regular fulltime nursing faculty is $57,032. (See Appendix A)

Schedule for regular fulltime nursing faculty is to be determined but not less than $56,913. (See Appendix A)
b) Individuals selected as a full-time regular Nursing faculty member who relocate to Pima County, the following reimbursement of expenses:
   • The cost of common carrier to move household furnishings and belongings in accordance with College policy;
   • The cost of rental accommodations, up to $1,000 per month for three months.

e) Full-time regular Nursing faculty who maintain specialty certifications from nationally recognized nursing accrediting organizations such as: ANA, NLN, AANP are eligible for an annual $250 stipend.

d) Administrative appointments in nursing will follow the policies outlined in Section 2 of the Personnel Policy Statement for College Employees. Placement will be based on the Nursing Faculty Salary Schedule

F. Overload Rate (Teaching Assignments)

Effective Fall semester 2012-2014, the overload rate is $735 800 per load hour. Also, see Article II Section B for Workload and Workload Calculations.

G. Summer Sessions

Instructional Faculty members who are not working under the Instructional Faculty Flex Program and who are teaching during summer sessions will be compensated at the overload rate.

Overload rates do not apply to Educational Support Faculty who teach during the summer as an approved part of their flex-year schedule.

Effective summer of 2013-2014, the overload rate is $735 800 per load hour.

H. Substitute Pay

A full-time Faculty member, with the approval of the Supervising Administrator responsible for the class to be missed, may substitute for another full-time or Adjunct Faculty member. If this occurs, the substitute may elect to be compensated as per this section, or may elect not to be paid.

Substitute pay for Instructional Faculty members who miss a class taught in a setting other than an open center shall be computed based on the load of the class, including any adjustments (e.g., large enrollment), the established Overload Rate (Article V.F) divided by the number of times the class is scheduled to meet during the term.

Substitute pay for Instructional Faculty members who miss a class in an open center (e.g., Alternative Math Center at the Downtown Campus) shall be a flat rate as specified in the table below. The rates specified are for 50-minute instructional periods and are based upon the current overload rate (Article V.F), the meeting time for the traditional-length semester, and the Course Type (Curriculum Procedures Manual) of the class covered. In the event that the substitute
provides coverage for longer than a 50-minute period, the clock hour rate can be obtained by multiplying the appropriate rate from the table by a factor of 1.2.

Substitute Pay for a 50-minute instructional period in an open center:

<table>
<thead>
<tr>
<th>Lecture Load Only</th>
<th>Lecture/Lab Load Mix</th>
<th>Laboratory Load Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>$46</td>
<td>$50</td>
<td></td>
</tr>
<tr>
<td>$39</td>
<td>$43</td>
<td>$32 $35</td>
</tr>
</tbody>
</table>

Substitute pay for Educational Support Faculty non-teaching activities and responsibilities shall be based on the hourly rate for non-teaching supplemental assignments (Article V D).

**Article VI.**

**A Sick Leave**

1. **Accrual**

Each Instructional Faculty member on an academic year contract with 169 days of accountability is credited ten days (58 hours) of sick leave per year on September 1. A Faculty member who is on active leave status at the beginning of his or her contract year, but whose leave is exhausted prior to September 1 will be credited with 10 days (58 hours) on September 1 and may apply the leave retroactively.

At the beginning of each fiscal year, Educational Support Faculty members or 12-month Instructional Faculty or 12-month Instructional Faculty on a contract with 221 days of accountability are credited 13 days (104 hours for Educational Support Faculty or 75.4 hours for 12-month Instructional Faculty for Educational Support Faculty or 75.4 hours for 12-month Instructional Faculty) of sick leave per year. Educational Support Faculty members on a contract with 169 days of accountability are credited ten days (80 hours) of sick leave per year on July 1.

Other Faculty covered by this schedule are credited hours proportionate to the number of accountable days of annual employment.

Each Faculty member may accumulate no more than 180 days (1044 hours for Instructional Faculty, 1440 hours for Educational Support Faculty) of sick leave. Accumulation shall resume once the total number of hours falls below the maximum, and is subject to the maximum accumulation as defined above.

**D. Holidays and Recesses**

**ACADEMIC CONTRACT FACULTY**

**Holidays:**
Labor Day Holiday (Sept. 21, 2014)
Veterans Day Holiday (Nov. 11, 2014)

**Recesses:**
Thanksgiving Recess (Nov. 27 – Dec. 1, Nov 30, 2014)
FISCAL CONTRACT FACULTY

Holidays:
- Independence Day Holiday (July 4, 2014)
- Labor Day Holiday (Sept. 21, 2014)
- Veterans Day Holiday (Nov. 11, 2014)
- Martin Luther King, Jr. Holiday (Jan. 20, 2015)
- Memorial Day Holiday (May 25, 2015)

Recalles:
- Thanksgiving Recess (Nov. 27 – Dec. 1, 2013)
- Tucson Rodeo Recess (Feb. 20 & 21, 2015)
- Spring Recess (Mar. 16, 2015)

Article X. Miscellaneous Conditions of Employment
G. Faculty Resources

The Administration and Faculty agree to move the College toward 21st century learning. The College will support and encourage collaboration, professional development, and technology advancement across the College in innovative instruction, support, and communication with students.

Article XII. Faculty Representative Group (PCCEA) Rights
D. Designation of Meet and Confer Teams

At the beginning of the academic year, the College shall credit PCCEA with paid reassigned time equivalent to 32-45 load hours. Such time shall be used by PCCEA for the purposes of transacting PCCEA business, processing grievances, and engaging in meet-and-confer sessions with the College.

Release of Faculty for reassigned time is subject to the approval of the appropriate Campus President. The PCCEA President will notify in writing, the Chief Human Resources Officer, in a timely manner, the allocation of reassigned time.

By November 15 of each year, management and the PCCEA shall make known the identity of the persons designated to serve on their respective meet-and-confer teams.

Appendix A. Faculty Compensation Plan
Approved by the Governing Board effective July 1, 2013/14

Initial salary placement will be based on educational attainment and years of creditable previous experience.
A. Minimum Standards for Faculty Employment and Educational Attainment Ranges:

Minimum standards for Faculty employment are based on a combination of educational attainment and years of creditable experience. Placement with the minimum standard only is Grade S, Step I and equates to the following.

- Associate's degree or equivalent and five years of experience
- Bachelor's degree or equivalent and three years of experience
- Master's degree

Definitions on Educational Attainment and approved experience are contained in Sections I C and III of this Appendix respectively.

Placement will be based on the highest academic degree attained, or equivalent (Section III A), as documented with an official transcript. To be creditable, all academic degrees must be earned and credit hours must be granted by or acceptable to an institution recognized by a regional accrediting commission on institutions of higher education (for example, NCA).

B. Additional Horizontal/Column Credit at Time of Hire:

1. Additional Horizontal/Column Credit will not be awarded a Faculty member whose most advanced degree is an Associate's degree, or equivalent.

2. A Faculty member whose most advanced degree is a Bachelor's degree, or equivalent, and who has earned 30 additional graduate level academic credit hours after the award of the Bachelor's degree, will be placed in Column S1. Horizontal/Column Credit beyond S1 will not be awarded a Faculty member whose most advanced degree is a Bachelor's degree or equivalent.

3. A Faculty member whose most advanced degree is a Master's degree or equivalent will receive additional horizontal column movement based on graduate level academic credit hours attained beyond the award of a master's degree. Horizontal credit is based on completed increments of 15 semester hours (or 23 quarter hours). Salary placement with Additional Horizontal Credit beyond the award of the Master's degree is based on the following:

- Master's degree plus 15 semester credits (Grade/Column S1)
- Master's degree plus 30 semester credits (Grade/Column M2)
- Master's degree plus 45 semester credits (Grade/Column M3)
- Master's degree plus 60 semester credits (Grade/Column M4)

M.F.A. and Ed.S. degrees will be credited at the Master's degree + 30 semester credits (Grade/Column M2). Other degrees may be added to this category by administrative determination, based upon national recognition that the criteria, requirements, and standards for the award of the degree clearly and substantially exceed those of typical master's degree programs.
4. A Faculty member whose most advanced degree is a doctorate degree will be placed in Column D.

5. No partial credit will be awarded. To be creditable, courses used for Horizontal/Column Credit must be documented with an official transcript, and submitted to the Human Resources Office. See Article V B for information on requesting a review of initial salary determination.

C. Additional Vertical Credit at Time of Hire

1. Additional Vertical Credit (step placement) may be granted at time of hire for previous work experience as defined below. Credit will be given for approved teaching and/or occupational (non-teaching) experience in the field, not to exceed one year of experience for each twelve-month period.

2. Teaching Experience - Teaching a complete course in a related subject area at an accredited institution, regardless of the duration. Less than full-time experience, which meets the duration requirement, will be credited on a pro-rated basis. NOTE: Teaching assistant experience will NOT be credited unless the employee provides documentation from an appropriate official of the institution that the teaching assistant was the sole instructor of record and was responsible for course content and student evaluation.

3. Occupational Experience - Related occupational work experience in the field to be taught or the area of specialization, with a minimum duration of six months. To be creditable, the related work experience must have been the primary responsibility of the position. Less than full-time experience, which meets the duration requirement, will be credited on a pro-rated basis. Training completed to obtain related certification beyond the requirements used for placement (minimum standards) will be credited based on its experience-equivalent as stated by the certification program, subject to the overall limitation of no more than one year of experience for each twelve-month period.

4. Previous Experience - No credit will be allowed under this provision for experience required to meet the minimum standards for Faculty employment (Section I A).

5. Maximum Vertical Credit - For full-time Faculty members with an initial contract for the 2013/14 academic or fiscal year, a maximum of six five steps (up to Step 56) may be awarded for previous experience as defined above. Salary step placement will be at the rate of one step for two three years of approved experience, for each of the first two steps and then three years of approved experience for each of steps three through six, subject to the six five-step maximum placement (Step 65) as noted above.
D. Initial salary placement will be predicated on the *Faculty Personnel Policy Statement* in force when the Faculty member receives his/her first, Full-time, Regular Contract.


Salary adjustments in the form of horizontal and vertical movement are given according to the following guidelines. Horizontal and vertical movements on the salary schedule are independent of each other.

A. Horizontal/Column Movement

1. Additional Horizontal/Column movement is awarded based on the standards outlined in Section I B 1-4. If a Faculty member has completed additional education sufficient to advance to a new educational range, the Faculty member's new horizontal position will be determined by moving horizontally to the appropriate educational attainment range within his/her current step.

2. No partial credit will be awarded. To be creditable and effective for contracts issued on or after July 1, these hours must be documented with an official transcript, and submitted to the Human Resources Office by August 31 of that same contract year.

B. Vertical Movement

1. Vertical movement (step advancements) requires approval by the Board of Governors and will be effective the beginning of the contract year following approval. After initial placement on the salary schedule, a Faculty member will be approved for step advancement provided that he/she has satisfied the Step Progression Plan described in Appendix N.

2. When the Board grants step advancement to the Faculty group, Faculty members who are on steps 1 through 14 and are approved for step advancement will move to the next higher step within the appropriate column.

3. If, for any reason, the Board does not grant step advancement to the Faculty group, all Faculty members who were approved for step advancement are automatically approved for step advancement in the succeeding year. Any Faculty members not approved for step advancement will have the opportunity to apply for step advancement the following year.

C. Initial salary placement and column/step advancement is not modified by subsequent approved changes to eligibility, definition, and salary progression criteria unless so recommended through the meet and confer process and approved by the Board of Governors.
III. Definitions

A. Educational Attainment (non-inclusive listings)

Associate's degree or equivalent - A.A. or A.S. degree. Equivalent is defined as satisfactory completion of 64 semester hours or 96 quarter hours, with or without attainment of a degree.

Bachelor's degree or equivalent - B.A., B.S., B.F.A. or B.S.N. degree. Equivalent is defined as satisfactory completion of 125 semester hours or 188 quarter hours, of which at least 42 of the credit hours must be upper division level.


Doctorate degree - An earned Ph.D., Ed.D., D.A., or J.D. degree, or other equivalent earned doctorates.

B. Year of Service- 9 consecutive months for 9-month Faculty; 12 consecutive months for 12-month Faculty; or the equivalent number of days of accountability for flex-year Faculty.

C. Break in Service - If a Faculty member terminates employment with the College and is later rehired, the Faculty member will be placed on the salary schedule in the same manner as new hires. If a Faculty member has a break in Faculty service which does not terminate employment with the College and later returns to a Faculty position, the Faculty member will return to his/her last (most recent) Faculty salary schedule placement. Intervening service as an Administrator will be credited consistent with Section IV of this plan.

D. Credit for Approved Leave - Full credit will be given for Faculty on approved paid leave or half-pay leave approved under the Faculty Professional Development Program. No credit will be given for other approved unpaid leave of one-half year or more (as defined above under year of service). Upon return from non-creditable unpaid leave, the Faculty member will return to his/her last (most recent) salary schedule placement.

IV. Salary Placement for Administrators Assigned to Faculty Status

Salary placement for Administrators assigned to Faculty status will be in accordance with the Administrative Personnel Policy Statement which can be found at http://wlww.pima.edu/administrative-services/human-resources/personnel-policy-statements/pps-admin/admin_ApxD.pdf.

An administrator returning to faculty shall be credited with the number of steps attained during tenure as an administrator. However, to maintain equity, adjustments to the step structure of either the faculty or administrator salary schedule during his/her tenure will be taken into account in determining step placement as long as Human Resources has determined the employee is not disadvantaged.
V. Exceptions

The Chancellor, with the approval of the Governing Board, may establish a stipend applicable only to those specific disciplines where the District is experiencing substantial difficulty in attracting and/or retaining quality Faculty members. This stipend would be variable, depending on the degree of competition for Faculty in a particular discipline, and, once implemented, is intended to be phased out over time to bring the affected Faculty back to the core salary schedule rates.

VI. Implementation and Administration

The Administration is authorized to develop regulations and procedures as necessary to implement and administer this compensation plan. The Administration is the final authority in interpreting and applying the provisions of this plan.

Appendix B Unit Guideline
Cross-Campus, Cross-Department, and Cross-Discipline Faculty Assignments

Introduction
With the agreement of the Supervising Administrator(s), a Faculty member may request that his/her regular full-time assigned duties be distributed over more than one campus, department or discipline/program/service area (Article II B). A Faculty member with distributed duties is expected to fulfill the complete range of duties and responsibilities outlined in the Faculty Personnel Policy Statement, Personnel Policy Statement for College Employees, and to meet all other appropriate College policies, regulations and Standard Practice Guides. The College administration will ensure that Faculty approved for distributed assignments receive clear and consistent administrative supervision and direction and are accorded all the respect, courtesies and rights of his/her Faculty professional status. For more specific information see Articles II and VIII of the Faculty Personnel Policy Statement. The Faculty member is to be considered a regular Faculty member in these cross-campus, cross-department or cross-discipline/program/service area assignments that are part of his or her regular full-time assignment.

Full-time faculty have the right to select classes for both their regular load and overload on their primary campus before any classes are released for cross-campus assignments, which will be made in the following order:
1. Full-time faculty who have requested cross-campus assignments in writing by the dates specified in Article II B, Section 2 and Article II C Section 3 will be informed of available classes and the departmental procedures for assigning them by the appropriate department chair. Any class assignments to adjunct faculty before these dates are considered contingent.
2. Department chairs will then staff the agreed upon classes with cross-campus full-time faculty before staffing the rest with adjunct faculty. At this point, classes are considered officially assigned, and full-time faculty may not displace adjunct faculty except to make regular load.
3. Should a new or existing section become available, the Department chair should make a reasonable effort to allow first, full-time faculty at their primary campus and then, all other full-time faculty in the discipline, a first right of refusal before staffing it with adjunct faculty. Faculty have 7 calendar days, when possible, to notify chairs of their interest in the class, at which time the Department Chair may staff the class with an adjunct faculty member.

Definitions

Each Faculty member with approved distributed responsibilities will be assigned a primary campus, department and/or discipline/program/service area. A regular Faculty member teaching or providing complementary education services over two campuses is considered to have a primary campus, department, and/or discipline/program/service area assignment when 51% or greater of his/her teaching and/or complementary educational service assignment occurs on one of them. A regular Faculty member whose teaching and/or complementary educational service assignment is 50% or less over two or more campuses, departments and/or disciplines/programs/service areas shall have a primary assignment designated with agreement among the Supervising Administrator(s). This primary assignment will also be made in consultation with the Faculty member.

The primary campus is the campus that schedules the class and receives the FTSE for the class, regardless of the location where the class is delivered.

Standards 2

A request for a cross-campus assignment must be made in writing to the Supervising Administrators at both campuses (the primary campus and the campus at which the Faculty member wishes to teach) no later than midnight on the dates specified in Article II B Section 2 and Article II C Section 3. Copies of the written request must also be given to the Presidents and appropriate Department Chairs at both campuses. Sending your request by email and including all appropriate parties is considered to be an acceptable written format.

Standards 8

The regular Faculty member shall be provided the opportunity to meet his/her assigned load or service area work schedule by having priority over Adjunct Faculty assignments or by utilizing a flexible schedule. If a course that is part of a Faculty member's regular load is cancelled, or if his/her load is reduced for reasons beyond his/her control, he/she may, through collaboration with his/her primary Supervising Administrator, request assignment to an unstaffed section or a section staffed with an Adjunct at any other site. In addition, regular Faculty desiring overload classes shall have preference in accordance with overload policy (Article II C).

Unit Guideline

Flex Year Contracts for Instructional Faculty

Introduction

As established in 2003/04 in Article II of the Faculty Personnel Policy Statement, a flex year contract will be available to interested Instructional Faculty with the approval of the appropriate Campus President and in light of the educational needs of the College. Contract start and stop
dates may vary depending on College needs; however, the Administration and the Instructional Faculty member are jointly and individually responsible to assure that the appropriate accountability is fulfilled within the flex year contract period.

**Definition**

Flex year contracts for Instructional Faculty provide for flexible scheduling of instructional services and are intended to expand the ways in which the College and Instructional Faculty meet student needs. This program is also designed to give the Instructional Faculty member more options for meeting contractual obligations. Instructional Faculty participating in this program fulfill the provisions in Article II during a variety of non-traditional times such as recesses, winter intersession, and summer sessions, by flexible loading during traditional semesters, or a combination of both.

Classes taught during any summer session and/or during winter intersession may be used as part of an instructional flex schedule. Any summer session used in an instructional flex schedule must be used at the end of the contract year. See the examples listed below.

**Parameters**

**Accountability**

The Faculty member, in consultation with the direct Supervising Administrator or Vice President of Instruction, will develop a Flex Schedule Calendar demonstrating how his/her days of accountability (169 for Academic Year Faculty, and 221 for 12-month Faculty) and instructional annual workload of 30 load hours (30 load hours for Academic Year Faculty, and 39 load hours for 12-month Faculty) will be met (see Article II B). The Flex Schedule Calendar will be submitted to District Human Resources for verification of policy adherence.

It is assumed that the Flex Schedule, weekly, on-campus accountability shall be the equivalent of an average of 29 hours in a standard workweek.

In addition, other expectations of Faculty members, such as annual student advising hours (29) and office hours, committee assignments and other professional activities described in Article II A must be met in order to fulfill the full-time contractual obligation. In addition, the Faculty member is accountable for graduation day, All College Day, and All Faculty Day, if the flex year scheduled period coincides with these activities. The administration and the Faculty member are jointly and individually responsible to assure that the Faculty member's accountability is met.

**Eligibility**

Current regular, Academic Year Instructional Faculty interested in the program must submit a memo to their Supervising Administrator with a copy to their Department Chair by March 1 for the following fiscal/contract year. The memo should demonstrate that the schedule does not negatively affect the program, and should give a general outline of the proposed flex schedule. However, not all disciplines or programs lend themselves to flex year contract schedules.

If an unforeseen circumstance arises, a faculty member, in conjunction with the Supervising Administrator, can request an exception to the flex deadline in order to serve the needs of the
educational program or operation of the subject/service area. Requests will be submitted to the Campus President for consideration of approval. Requests made after the deadline will be considered in accordance with this policy as long as the Faculty member is paid on a 26 pay period cycle.

Typically, newly employed Faculty are eligible to volunteer for the flex year program at the conclusion of their second contract year of regular employment. However, a newly employed faculty member who agrees to work a schedule that otherwise meets the flex schedule definition may request an exception.

In consultation with his/her Supervising Administrator, a Department Chair may develop a flex schedule.

All 12-month Instructional Faculty are automatically on a flex schedule and should meet with their Supervising Administrator by Graduation day, whenever possible, to establish the flex schedule for the up-coming contract year.

Selection Process
The Flex Schedule assignment will be approved unless the Supervising Administrator(s), in consultation with the Department Chair, demonstrates that the flex schedule assignment would negatively affect the quality of the educational program or the operation of the subject/service area involved, or if requests by multiple Faculty members for Flex Schedules within the same year create circumstances that will negatively impact the operation of the subject/service area involved. If no satisfactory compromise can be achieved, then preference will be given to Faculty members who have not previously been accommodated using Flex Schedules. Additional consideration will then be given to Flex Schedules that support professional development. Seniority with the College will be the final determining criterion. Administration reserves the right to consider extenuating circumstances in approving Flex Schedules.

After approval, the Faculty member, along with the Supervising Administrator(s), work together to set the flex year calendar. All Flex-year Schedules requested by March 1 must be set by June 30. Requests made and approved after the March 1 deadline will be set as soon as possible.

A Faculty member, who has received approval and has set his/her Flex Schedule, may request to modify the Flex Schedule during the contract year that the Schedule is in effect.

The Vice President of Instruction is the final approving authority over flex year contracts, understanding that fairness and equity are important issues in the selection process. Faculty members denied a flex schedule assignment may first appeal to their President. Assignments not approved by the Campus President may be appealed once, in writing, to the Chief Human Resources Officer whose decision is final.

Salary
Faculty members in the flex year program shall be paid on the basis of 26 pay periods if the contract dates are different from the traditional academic year Faculty contract dates. (If the dates are the same, the Faculty member may opt for either 20 or 26 pay periods.) Therefore,
Faculty who may be interested in requesting a flex year option should contact the payroll department by April 15 to be placed on the 26 pay period cycle.

Annual salary shall be based on the Faculty Compensation Plan. However, should the Faculty member not meet full contractual obligations, for example, by separating employment, any salary paid shall be reconciled with the number of days of accountability actually worked.

Other Provisions

1. Overload Contracts

For Academic Year and Educational Support Faculty participating in the flex year program, overload assignments may be made only after the required 30 load hours have been met.

For 12 month Faculty, overload assignments may be made so long as the required units per term have been met.

2. Supplemental Agreements

Non teaching activities beyond the regular assignment shall be paid by supplemental agreement at the rate defined in Article V.D. A maximum of 384 hours of assignments may be give during the course of the flex year contract. The number of supplemental agreement clock hours shall decrease by two clock hours for each overload taught.

Examples

In order to assist Academic Year Faculty members who are interested in establishing a flex year contract, the following illustrates a combination of sessions and times in which the full teaching load may be met*:

1. Fall semester through Spring semester
2. Fall semester, Spring semester, and Summer Session B
3. Fall semester, Spring semester, and Summer Session A
4. Fall semester, Summer Session A, and Summer Session B
5. Spring semester, Summer Session A, and Summer Session B
6. Fall semester, Spring semester, and Summer Session C
7. Fall semester, Winter InterSession, and Spring semester

*Note: Any schedule requires 169 days of accountability.

Evening, weekend, recess, late start, pre-session and post-session may be used under any option above to meet the regular load.

2. Leaves of Absence

A Faculty member participating in the flex year program who is approved for a paid or unpaid leave of absence during the flex year should consult with his/her Supervising Administrator and the Chief Human Resources Officer to review appropriate policies, revise or modify the Flex Schedule Calendar, and to determine if the leave of absence will result in a proration of salary.
Appendix N. Step Progression Plan

1. General

The Step Progression Plan (SPP) was piloted during the 2005/06, 2006/07 and 2007/08 academic years. During 2007/08, a comprehensive review of step criteria was conducted to determine the effectiveness of step criteria and the extent of any unintended negative consequences. Following the pilot phase, recommendations regarding step criteria and advancement were reviewed through the Meet and Confer process and the plan finalized for implementation. Faculty who meet the step criteria for academic 2005/06, 2006/07 and 2007/08 were authorized for step advancements. In 2014/15, a 16th step was added to the Faculty Salary Schedules. Faculty on step 15 who want to move to step 16 need to complete the step progression plan during the 2014/2015 academic year to gain eligibility for step advancement for 2015/2016.

The SPP, including criteria for step advancement, is expected to have the positive effects of enhancing an individual Faculty member's professional development and personal growth. The College's Faculty are its leaders for teaching and fostering learning in others. In that regard, the SPP emphasizes continued growth and development of Faculty to meet the needs of the students and community in the 21st century and authenticates the past performance and professionalism of PCC Faculty.

This appendix outlines the processes and policies associated with qualifying an individual Faculty member for step advancement. The SPP allows an individual Faculty member to qualify for step advancement based on a Professional Progression Plan (PPP) (on the Pima Intranet; College Forms; Human Resources link) developed in consultation with his/her Supervising Administrator and meeting the criteria as described below. Step advancement is not competitive among individual Faculty members and the number of individual Faculty members receiving step advancement shall not be limited by any quota or predetermined number or percentage. In addition, the number of qualified Faculty members is not to be limited by the availability of financial resources or any other factor.

Appendix P. Task Force to Review Full-Time, Regular Faculty Hire

Background:

During the 2014/15 Meet and Confer session, PCCEA and the Management Team agreed to convene a Task Force to review the Faculty Personnel Policy Statement Articles III and VIII, SPG 4201/BB and BC, and any related College policies and HR practices pertaining to full-time, regular faculty hiring. The goals are 1) to seek ways to better meet campus and/or discipline needs by increasing campus control over positions without conflicting with district-wide priorities, 2) to seek ways to improve the interactions of faculty, administrators and human resources analysts in the process, 3) to pilot recommended changes in the 2014-15 faculty recruitment cycle, and 4) to recommend final policy language changes.

Charge:
1. Review current policies and practices related to distribution of Faculty positions and create an interim position distribution process to be sent to the Chancellor by June 30, 2014.

2. Review current policies and practices related to lateral transfer, external job announcements, advertising of positions, and recruitment cycle timeline and create an interim transfer and recruitment process to be sent to the Chancellor by July 31, 2014.


4. After the review of the interim processes above and SPG 4201/BC, recommend needed modifications and reorganization for consideration during the Spring 2015 Meet and Confer meetings. The final improvements will be subsequently presented to the Meet and Confer Teams and Faculty Senate, as appropriate, for revision, during the Spring 2015 Meet and Confer process.

Task Force Membership, Composition, and Meeting Schedule:

1. PCCEA will appoint 7 instructional and educational support faculty, with preference for those involved in Interest-Based Collaboration to serve, The faculty will elect their co-chair. HR will determine the source of payment for off-contract faculty work.

2. The Chancellor or designee will appoint a President, Vice President of Instruction, a Vice President of Student Development, a Dean. The Vice Chancellor for Human Resources will appoint 2 representatives from Human Resources. The Provost will appoint 1 representative from the Provost’s Office to address Contracts and Certification. The Chancellor or designee will appoint the administrative co-chair.

3. Administration will provide staff support.

4. Task Force will convene on May 27, 2014 and determine a meeting schedule. Periodic reports will be provided.

NOTE: During the interim period, affected policies (except SPG 4201/BC, if approved) are suspended and replaced by interim processes.

Appendix Q. Task Force to Review Horizontal Movement on the Faculty Salary Schedule

Background:

During the 2013/14 Meet and Confer session, PCCEA and the Management Team agreed to convene a Task Force to review the Faculty Personnel Policy Statement Appendix A pertaining to language on Horizontal Movement on the Faculty Salary Schedule. The current language remains in effect during this review.
Charge:

1. Evaluate the use of professional certifications and licensures for horizontal movement and initial horizontal placement on the Faculty Salary Schedule, with the goal of improving recruiting and career advancement for occupational faculty.

2. Study additional options, such as approved undergraduate coursework, for horizontal movement and initial horizontal placement on the Faculty Salary Schedule for all faculty.

3. Benchmark practices at other community colleges in Arizona and nationwide.

4. Finalize work and policy language recommendations by January 30, 2015, for presentation to faculty and administration in a final report. The final report will be subsequently presented to the Meet and Confer Teams for revision, as appropriate, in the 2014/2015 Meet and Confer process.

Task Force Membership, Composition, and Meeting Schedule:

1. PCCEA will appoint Instructional faculty to serve from transfer, developmental education, and occupational disciplines, as well as Educational Support Faculty. The faculty committee members will appoint a faculty co-chair.

2. Management will appoint Vice Presidents of Instruction, Vice Presidents of Student Development, and Deans in both academic and occupational disciplines to serve, including an administrative co-chair.

3. Management will provide staff support.

4. The Task Force will convene during September 2014, will meet as needed, and will finish all work by January 31, 2015.
Meet and Confer Proposal NO: 15

Meet and Confer Process – 2014

This Proposal is Submitted by:

Employee Team
Board Management Team

Meet and Confer Proposal No:

Employee Team Proposal No. E FY14
Board Management Team Proposal No. B FY14

Section: Article VI. Leaves
Section D. Holidays and Recesses

The College recognizes the following holidays and recesses. A holiday is a day on which the College’s offices and instructional and complementary educational services are officially closed. A recess is a day or a period of time during which the College temporarily closes some general business offices, while simultaneously providing a limited or concentrated level of instructional and complementary educational services. See Article IIIB for more information regarding accountability and Article III E regarding contract and term of employment.

Proposal: Proposed Language for Personnel Policy Statement

ACADEMIC CONTRACT FACULTY

Holidays:
Labor Day Holiday (Sept. 21, 2014)
Veterans Day Holiday (Nov. 11, 2014)
Martin Luther King, Jr. Holiday (Jan. 20, 2015)

Recesses:
Thanksgiving Recess (Nov. 27- Dec. 1, 2014)
Tucson Rodeo Recess (Feb. 20-26 & 24-27, 2015)
Spring Recess (Mar. 16-22 & 2015)

FISCAL CONTRACT FACULTY

Holidays:
Independence Day Holiday (July 4, 2014)
Labor Day Holiday (Sept. 21, 2014)
Veterans Day Holiday (Nov. 11, 2014)
Martin Luther King, Jr. Holiday (Jan. 20, 2015)
Memorial Day Holiday (May 25, 2015-4)
Recesses:
Thanksgiving Recess (Nov. 27 – Dec. 1, 2013)
Tucson Rodeo Recess (Feb. 26 & 27, 2014)
Spring Recess (Mar. 16, 2014)

If, by Board action, the College is closed due to an emergency on a Faculty member’s day of accountability, no deduction shall be taken from the Faculty member’s salary. However, make-up instructional and complementary educational services will be scheduled whenever possible.

The College shall ensure that relevant dates (e.g., semester end, beginning and drop/add dates) for alternative and traditional semesters are posted for Faculty and student use.

PCCEA shall receive a copy of the College calendar for review and comment to ensure that the academic calendar is in agreement with contract days and days of accountability. If not, PCCEA will work with the Chancellor and his/her designee to resolve inconsistencies prior to review by the Faculty Senate and final Board action. The academic calendar will contain all relevant dates (e.g., semester end, beginning and drop/add) for alternative and traditional semesters, and will be distributed by Office of the Provost and Executive Vice Chancellor for Academic and Student Services to Faculty members upon final Board action.

Rationale for Proposal: Language update to reflect the 2014-2015 calendar

Economic Impact of Proposal: None

Priority of Proposal: 15

Authorized Signature: ___________________________  Date ____________

Authorized Signature: ___________________________  Date ____________
Meet and Confer Proposal NO: 14

Meet and Confer Process – 2014

This Proposal is submitted by: Employee Team ☒
                                    Board Management Team

Meet and Confer Proposal No: Employee Team Proposal No. E14 FY14
                                    Board Management Team Proposal No. B FY14

Proposal: Proposed Language change for Faculty Personnel Policy Statement

Section: Article I. General Information,
                                  B. Policy Statement, Paragraph Eight (8)

If any provision of this policy statement is in conflict with any accrediting agency, state
or federal law, executive order or guideline, or any provisions or regulations pertaining
thereto, including, but not limited to, 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 provisions of such orders, laws, federal regulations, and
rules shall prevail. All other provisions or applications of this policy statement shall
remain in full force and effect.

Rationale for Proposal: To address concerns raised by legal counsel

Economic Impact of Proposal: None

Priority of Proposal: 14

Authorized Signature: [Signature]
Date: 06/04/14

Authorized Signature: [Signature]
Date: 06/14/14
Meet and Confer Proposal NO: E 2

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team ✗ Board Management Team

Meet and Confer Proposal No:
Employee Team Proposal No. E 2__FY14
Board Management Team Proposal No. B__FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Section: Article II. Conditions of Work B. Workload, Workload Calculations and Accountability 7. Educational Support Faculty Workload and Accountability Section g.

Proposal:
1. An Educational Support Faculty member may request to teach a maximum of three load hours per semester, in course(s) directly related to his/her job assignment as a part of her/his regularly assigned duties and weekly work schedule. Such requests/assignments will be approved unless the supervising administrator demonstrates how the teaching schedule would negatively affect the operation of the service area involved.

Rationale for Proposal:
The words “may request” have been regarded as condescending. They also infer an inappropriate division between instructional and educational support faculty.

Economic Impact of Proposal:
None.

Priority of Proposal: Priority #2.

Authorized Signature: [Signature]
Date 03/28/14
Meet and Confer Proposal NO: E3-FY14

Meet and Confer Process – 2013

This Proposal is Submitted by: 

Employee Team [X] 
Board Management Team [ ]

Meet and Confer Proposal No: 

Employee Team Proposal No. E3-FY14 
Board Management Team Proposal No. B____ FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Section: Article II. Section C. 5. (page 18)

Proposal:

Article II. Conditions Of Work

C. Overload Contracts (Teaching Assignments)
5. By mutual agreement between the Faculty member and the College, a maximum overload of 10.5 load hours per semester may be assigned. The maximum is defined as the Total Overload appearing on a Faculty member’s approved load sheet. The Faculty member’s Supervising Administrator may allow a Faculty member to exceed this maximum for the benefit of the program and/or students.

Rationale for Proposal: Language reflects current practice.

Economic Impact of Proposal: None

Priority of Proposal: TBD

Authorized Signature: [Signature]
Date: 03/28/14

[Signature] 3/28/14
Article V. Compensation

A. Faculty Salary

Effective July 1, 2013, there are 391 full-time regular faculty positions.

1. The College grants a one-step increase to those faculty members who qualify according to Appendices A and N.

2. The entry salary (Grade S, Step 1) for the Academic Year Faculty Salary Schedule is $43,580, to be determined but not less than $43,489. The entry salary (Grade S, Step 1) for the 12-month Faculty Salary Schedule is $56,990. This figure is based on the 2012-13, 2013-2014 entry salary salaries, plus any funding granted by the Board of Governors to increase faculty salaries that remains after funding paragraph (1) above. 
http://www.pima.edu/administrative-services/human-resources/classification-compensation/salary-schedules.html

3. Future salary adjustments are subject to recommendations from the Meet and Confer process and available financial resources.

For nursing faculty:

a) The entry salary (Grade S, Step 1) for the Academic Year Nursing Faculty Salary Schedule for regular fulltime nursing faculty is $57,032. (See Appendix A)

Schedule for regular fulltime nursing faculty is to be determined but not less than $56,913. (See Faculty Personnel Policy Statement 2013/2014 Page 37
Appendix A)

b) Individuals selected as a full-time regular Nursing faculty member who relocate to Pima County, the following reimbursement of expenses:

- The cost of common carrier to move household furnishings and belongings in accordance with College policy;
- The cost of rental accommodations, up to $1,000 per month for three months.

e) Full-time regular Nursing faculty who maintain specialty certifications from nationally recognized nursing accrediting organizations such as: ANA, NLN, AANP are eligible for an annual $250 stipend.

d) Administrative appointments in nursing will follow the policies outlined in Section 2 of the Personnel Policy Statement for College Employees. Placement will be based on the Nursing Faculty Salary Schedule.

B. Salary Determination for Regular Full-Time Faculty

The Chief Human Resources Officer is responsible for recommending initial salary determination of the prospective Faculty member to the Campus President. Initial salary placement will be made in accordance with the Faculty Compensation Plan (Appendix A). The prospective Faculty member shall be informed of the initial salary by the Campus President or designee.

If the new Faculty member's start date is after the beginning of the academic, fiscal or flex year, or otherwise does not work or account for all days of accountability, the actual salary will be prorated based on the average daily rate. The average daily rate will be computed by dividing the annual salary by the appropriate number of days of accountability.

At the time of the employment offer, new Faculty members shall be advised of the opportunity to request a review of the initial salary determination. Within one month of the faculty member's start date, the faculty member will receive a copy of Human Resource's written review of his/her initial salary determination. The written review is intended to help the faculty member determine if all relevant information has been considered in the placement decision. It is the faculty member's responsibility to examine the initial placement, to notify Human Resources of any discrepancy in credited education or experience, and to provide documentation supporting his/her claim to additional credit.

Once all relevant information has been considered, a decision has been made and during the initial contract period, the faculty member may file a written appeal of the initial salary determination to the Chief Human Resources Officer. The Chief Human Resources Officer will review the salary determination and the faculty member's rationale for the appeal. After consulting with campus administration and faculty with expertise in the discipline as appropriate, the Chief Human Resources Officer will issue a final decision. The decision of the Chief Human Resources Officer regarding the review of the initial salary determination is final.

Employment contracts and pay are based on periods of active employment. Faculty members
who have been approved for full academic, fiscal, or flex-year contracts and who work less than the commensurate number of days of accountability, shall be paid at the average daily rate for the number of accountable days actually worked.

A Faculty member required by the College to perform director duties beyond his or her contract shall be paid for those additional days based on the Faculty member’s average daily rate. Director duties for this purpose are defined as providing program oversight and ensuring licensing and accreditation requirements are met. Voluntarily teaching overload or summer courses do not meet the required standard.

C. Other Instructional Rates - Activity Related

See Appendix K for compensation for instruction-related additional assignments.

D. Non-Teaching Supplemental Rate

Effective fall semester 2012, the compensation for non-teaching assignments will be $31 per clock hour. Also see Article II Section E.

E. Grants/Awards/Externally Funded Contracts/Agreements

Compensation coordinated through the College and funded wholly from sources external to the College will be based on the College’s compensation policies for the activity, provided such rate of compensation does not exceed the rate of compensation received by the Faculty member under her/his regular contract with the College.

Grants and awards:

1. Salary rates for work performed on sponsored agreements by faculty members during the academic year (see Article II F for definitions).
   a. Faculty Proposal Initiator/Developer faculty members will be compensated during the academic year by either reassigned time for those activities or the current supplemental faculty rate.
   b. Faculty Project Manager/Director will be compensated from grant funds, at his/her current faculty salary rate during the academic year period by use of reassigned time to satisfy part of his/her regular load. In no event will charges to sponsored agreements, irrespective of the basis of computation, exceed the current faculty salary for that period.
   c. Other faculty roles:
   Teaching activities requiring faculty teaching credentials will be included in the faculty member’s regular assigned load.

   Non-teaching activities requiring faculty teaching credentials will be in place of regular load as reassigned time.

2. A faculty member participating in grant activities during periods outside the regular academic year will be compensated as follows:
   a. Faculty Proposal Initiator/Developer will be compensated at the supplemental rate.
b. Faculty Project Manager/Director will be compensated at a rate not in excess of his/her current faculty base salary (the base salary is the faculty member’s most recent academic year regular appointment). Compensation is on a prorated hourly wage multiplied by the number of hours worked on grant activities as shown below:

\[
\text{base salary / days of accountability} / 8 \text{ hours} = \text{hourly rate}
\]

\[
\text{hourly rate} \times \text{time worked on grant activity} = \text{compensation}
\]

c. Other non-teaching faculty roles will be compensated at the supplemental rate.

d. Teaching activities requiring faculty teaching credentials will be compensated at the College’s overload rate.

e. Grants activities that do not require faculty teaching credentials will be in accordance with the College’s compensation plan corresponding to the duties and responsibilities of the grant assignment.

Also see Article II, Section F, for definitions and duties as referenced above.

Externally funded contracts and agreements:
Similar to compensation from grants, compensation from external contracts should reflect the type of work required (refer to Article II Section F). For example, if the responsibilities of the Faculty member funded by the contract are parallel to the responsibilities of a Faculty Project Director as defined in Article II Section F, the contract should be constructed so that the faculty member is compensated at his/her current faculty salary (daily) rate.

F. Overload Rate (Teaching Assignments)

Effective Fall semester 2013-2014, the overload rate is $735-800 per load hour. Also, see Article II Section B for Workload and Workload Calculations.

G. Summer Sessions

Instructional Faculty members who are not working under the Instructional Faculty Flex Program and who are teaching during summer sessions will be compensated at the overload rate.

Overload rates do not apply to Educational Support Faculty who teach during the summer as an approved part of their flex-year schedule.

Effective summer of 2013-2014, the overload rate is $735-800 per load hour.

H. Substitute Pay

A full-time Faculty member, with the approval of the Supervising Administrator responsible for the class to be missed, may substitute for another full-time or Adjunct Faculty member. If this occurs, the substitute may elect to be compensated as per this section, or may elect not to be paid.
Substitute pay for Instructional Faculty members who miss a class taught in a setting other than an open center shall be computed based on the load of the class, including any adjustments (e.g., large enrollment), the established Overload Rate (Article V.F) divided by the number of times the class is scheduled to meet during the term.

Substitute pay for Instructional Faculty members who miss a class in an open center (e.g., Alternative Math Center at the Downtown Campus) shall be a flat rate as specified in the table below. The rates specified are for 50-minute instructional periods and are based upon the current overload rate (Article V F), the meeting time for the traditional-length semester, and the Course Type (Curriculum Procedures Manual) of the class covered. In the event that the substitute provides coverage for longer than a 50-minute period, the clock hour rate can be obtained by multiplying the appropriate rate from the table by a factor of 1.2.

Substitute Pay for a 50-minute instructional period in an open center:

<table>
<thead>
<tr>
<th>Lecture Load Only</th>
<th>Lecture/Lab Load Mix</th>
<th>Laboratory Load Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4650</td>
<td>$3943</td>
<td>$3215</td>
</tr>
</tbody>
</table>

Substitute pay for Educational Support Faculty non-teaching activities and responsibilities shall be based on the hourly rate for non-teaching supplemental assignments (Article V D).

I. Pay Dates

Scheduled pay dates are defined by the payroll calendar adopted by the Finance Office.

Nine-month Faculty may elect to receive their salary paid on the basis of 20 or 26 pay dates as follows: 20 equal payments commencing with the first pay date of the contract year; or a deferred salary option of 26 equal payments commencing with the first pay date of the contract year. Flex-year Faculty will be paid on the basis of 26 pay dates.

Salary elections are effective until revoked in writing by the Faculty. Election of the deferred salary payment option is irrevocable during the contract year and must be made before the beginning of the work period for which the Faculty is paid.

J. Meet and Confer

Meet and Confer (see BP-4001) is the process approved by the Board of Governors which allows employee representative groups to provide input for the development of personnel policies directly and substantially related to wages, salaries and working conditions of the employee group. The issues included in the Meet and Confer process are Board determined and comprise those personnel policies specific to the responsibilities or contractual obligations and benefits for regular full-time employees within the employee representative group. In accordance with this policy the issues under discussion may include policy language and appendices for any aspects of the Faculty.
Compensation Plan including (but not limited to) the salary schedule, initial placement procedures, horizontal and vertical advancement policies, overload rate, substitute pay, and the non-teaching supplemental rate.

Rationale for Proposal: Policy needs to take into account new pay rates.

Economic Impact of Proposal: To be determined by finance.

Priority of Proposal: Instructions: Rank in descending order, the priority of this proposal relevant to the other proposals being submitted.

Authorized Signature: ____________________________ Date ____________

Authorized Signature: ____________________________ Date ____________
Meet and Confer Proposal NO: E.1

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team Board Management Team

Meet and Confer Proposal No: Instructions: Starting with #1, assign a number for each proposal submitted.

Employee Team Proposal No. E.1 FY14

Board Management Team Proposal No. B.1 FY14

Proposal is to modify the __Faculty________ Personnel Policy Statement:

Section: Instructions: State the Personnel Policy section to be revised. If a new section or subsection is being proposed, provide a recommendation for placement.

Article V. Compensation

A. Faculty Salary

1. Effective July 1, 2013-2014, there are 391 full-time regular faculty positions.

2. The College grants a one-step increase to those faculty members who qualify according to Appendices A and N.

3. The entry salary (Grade S, Step 1) for the Academic Year Faculty Salary Schedule is to be determined but not less than $43,489. This figure is based on the 2013-2014 entry salary, plus any funding granted by the Board of Governors to increase faculty salaries that remains after funding paragraph (1) above.

   http://www.pima.edu/administrative-services/human-resources/classification-compensation/salary-schedule.html

3. Future salary adjustments are subject to recommendations from the Meet and Confer process and available financial resources.

For nursing faculty:

a) The entry salary (Grade S, Step 1) for the Academic Year Nursing Faculty Salary Schedule for regular full-time nursing faculty is to be determined but not less than $56,913. (See Appendix A)

b) Individuals selected as full-time regular Nursing faculty member who relocate to Pima
County, the following reimbursement of expenses:
- The cost of common-equipment-to-move-household-furnishings and belongings in accordance with College policy;
- The cost of rental accommodations, up to $1,000 per month for three months.

(e) Full-time regular Nursing faculty who maintain specialty certifications from nationally recognized nursing accrediting organizations such as: ANA, NLN, AANP are eligible for an annual $250 stipend.

(fc) Administrative appointments in nursing will follow the policies outlined in Section 2 of the Personnel Policy Statement for College Employees. Placement will be based on the Nursing Faculty Salary Schedule.

B. Salary Determination for Regular Full-Time Faculty

The Chief Human Resources Officer is responsible for recommending initial salary determination of the prospective Faculty member to the Campus President. Initial salary placement will be made in accordance with the Faculty Compensation Plan (Appendix A). The prospective Faculty member shall be informed of the initial salary by the Campus President or designee.

If the new Faculty member's start date is after the beginning of the academic, fiscal or flex year, or otherwise does not work or account for all days of accountability, the actual salary will be
prorated based on the average daily rate. The average daily rate will be computed by dividing the annual salary by the appropriate number of days of accountability.

At the time of the employment offer, new Faculty members shall be advised of the opportunity to request a review of the initial salary determination. Within one month of the faculty member's start date, the faculty member will receive a copy of Human Resource's written review of his/her initial salary determination. The written review is intended to help the faculty member determine if all relevant information has been considered in the placement decision. It is the faculty member's responsibility to examine the initial placement, to notify Human Resources of any discrepancy in credited education or experience, and to provide documentation supporting his/her claim to additional credit.

Once all relevant information has been considered, a decision has been made and during the initial contract period, the faculty member may file a written appeal of the initial salary determination to the Chief Human Resources Officer. The Chief Human Resources Officer will review the salary determination and the faculty member's rationale for the appeal. After consulting with campus administration and faculty with expertise in the discipline as appropriate, the Chief Human Resources Officer will issue a final decision. The decision of the Chief Human Resources Officer regarding the review of the initial salary determination is final.

Employment contracts and pay are based on periods of active employment. Faculty members who have been approved for full academic, fiscal, or flex-year contracts and who work less than the commensurate number of days of accountability, shall be paid at the average daily rate for the number of accountable days actually worked.

A Faculty member required by the College to perform director duties beyond his or her contract shall be paid for those additional days based on the Faculty member's average daily rate. Director duties for this purpose are defined as providing program oversight and ensuring licensing and accreditation requirements are met. Voluntarily teaching overload or summer courses do not meet the required standard.

C. Other Instructional Rates - Activity Related

See Appendix K for compensation for instruction-related additional assignments.

D. Non-Teaching Supplemental Rate

Effective fall semester 2012, the compensation for non-teaching assignments will be $31 per clock hour. Also see Article II Section E.

E. Grants/Awards/Externally Funded Contracts/Agreements

Compensation coordinated through the College and funded wholly from sources external to the College will be based on the College's compensation policies for the activity, provided such rate of compensation does not exceed the rate of compensation received by the Faculty member under her/his regular contract with the College.
Grants and awards:

1. Salary rates for work performed on sponsored agreements by faculty members during the academic year (see Article II F for definitions).
   a. Faculty Proposal Initiator/Developer faculty members will be compensated during the academic year by either reassigned time for those activities or the current supplemental faculty rate.
   b. Faculty Project Manager/Director will be compensated from grant funds, at his/her current faculty salary rate during the academic year period by use of reassigned time to satisfy part of his/her regular load. In no event will charges to sponsored agreements, irrespective of the basis of computation, exceed the current faculty salary for that period.
   c. Other faculty roles: Teaching activities requiring faculty teaching credentials will be included in the faculty member’s regular assigned load.

Non-teaching activities requiring faculty teaching credentials will be in place of regular load as reassigned time.

2. A faculty member participating in grant activities during periods outside the regular academic year will be compensated as follows:
   a. Faculty Proposal Initiator/Developer will be compensated at the supplemental rate.
   b. Faculty Project Manager/Director will be compensated at a rate not in excess of his/her current faculty base salary (the base salary is the faculty member’s most recent academic year regular appointment). Compensation is on a prorated hourly wage multiplied by the number of hours worked on grant activities as shown below:

   \[
   \text{compensation} = \frac{\text{hourly rate}}{\text{days of accountability}} \times \frac{8 \text{ hours}}{\text{hourly rate}} \times \text{time worked on grant activity}
   \]

   c. Other non-teaching faculty roles will be compensated at the supplemental rate.
   d. Teaching activities requiring faculty teaching credentials will be compensated at the College’s overload rate.
   e. Grants activities that do not require faculty teaching credentials will be in accordance with the College’s compensation plan corresponding to the duties and responsibilities of the grant assignment.

Also see Article II, Section F. for definitions and duties as referenced above.

Externally funded contracts and agreements:

Similar to compensation from grants, compensation from external contracts should reflect the type of work required (refer to Article II Section F). For example, if the responsibilities of the Faculty member funded by the contract are parallel to the responsibilities of a Faculty Project Director as defined in Article II Section F, the contract should be constructed so that the faculty member is compensated at his/her current faculty salary (daily rate).
F. Overload Rate (Teaching Assignments)

Effective Fall semester 2012-2014, the overload rate is $735-$801 per load hour. Also, see Article II Section B for Workload and Workload Calculations.

G. Summer Sessions

Instructional Faculty members who are not working under the Instructional Faculty Flex Program and who are teaching during summer sessions will be compensated at the overload rate.

Overload rates do not apply to Educational Support Faculty who teach during the summer as an approved part of their flex-year schedule.

Effective summer of 2014-2015, the overload rate is $735-$801 per load hour.

H. Substitute Pay

A full-time Faculty member, with the approval of the Supervising Administrator responsible for the class to be missed, may substitute for another full-time or Adjunct Faculty member. If this occurs, the substitute may elect to be compensated as per this section, or may elect not to be paid.

Substitute pay for Instructional Faculty members who miss a class taught in a setting other than an open center shall be computed based on the load of the class, including any adjustments (e.g., large enrollment), the established Overload Rate (Article V.F) divided by the number of times the class is scheduled to meet during the term.

Substitute pay for Instructional Faculty members who miss a class in an open center (e.g., Alternative Math Center at the Downtown Campus) shall be a flat rate as specified in the table below. The rates specified are for 50-minute instructional periods and are based upon the current overload rate (Article V.F), the meeting time for the traditional-length semester, and the Course Type (Curriculum Procedures Manual) of the class covered. In the event that the substitute provides coverage for longer than a 50-minute period, the clock hour rate can be obtained by multiplying the appropriate rate from the table by a factor of 1.2.

| Substitute Pay for a 50-minute instructional period in an open center: |
|-----------------|-----------------|-----------------|
| Lecture Load Only | Lecture/Lab Load Mix | Laboratory Load Only |
| $38 | $43 | $35 |

Substitute pay for Educational Support Faculty non-teaching activities and responsibilities shall be based on the hourly rate for non-teaching supplemental assignments (Article V.D).

I. Pay Dates

Scheduled pay dates are defined by the payroll calendar adopted by the Finance Office.
MEET AND CONFER PROPOSAL NO: E 9

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one)  Employee Team  Board Management Team

Meet and Confer Proposal No:  (Starting with #1, assign a number for each proposal submitted)

Employee Team Proposal  No. E_9_FY14
Board Management Team Proposal  No. B__FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Article II. A

4. Instructional Faculty members shall provide academic advising in their discipline/program to currently enrolled and prospective students as part of their professional responsibility and refer students, as appropriate, to Educational Support Faculty members.

Instructional Faculty members are assigned for five days each year to student advising or other functions pertinent to College enrollment, registration, retention, and community outreach, including participation in approved workshops and other student development activities (Unit Guide on Non-Teaching Days of Accountability for Instructional Faculty). These activities are in addition to the discipline- or program-based academic advising Instructional Faculty members regularly perform and are typically to be conducted within the Faculty member’s 169 (or for 12-month Instructional Faculty, 221) days of accountability throughout the year.

At the request of the Faculty member and with the approval of the Supervising Administrator(s), the Faculty member may complete all or a portion of this assignment during the summer sessions and/or winter intersession, provided that the Faculty member is on a Flex Schedule (Unit Guide on Flex Year Contracts for Instructional Faculty). Depending upon College and/or campus needs, the physical location of such assignments may vary (e.g., registration site, Faculty office, and school or community location). Assignments for advising and registration duties at a College-designated location other than the Instructional Faculty member’s normal location shall, if reasonably practical, be by mutual consent of the Faculty member and the Supervising Administrator or designee and arranged in advance. Instructional Faculty members shall have input into registration assignments through appropriate committees, if any, or through consultation with their appropriate Academic Dean or designee.

Article II. B

4. Academic Year Instructional Faculty Workload

5. Academic Year Instructional Faculty Workload Calculations
7. **12-month Instructional Faculty Workload and Accountability**

a. The required teaching assignment shall be 15 load hours for each of the Fall and Spring semesters, as well as 9 load hours during the summer term spread over Session A/C or Session B or C. This totals 39 load hours per year.

b. In consultation with the appropriate Supervising Administrator, a Faculty member will have load hours above 15 in the Fall and Spring compensated at the Faculty overload rate (Article V F). Any load taught above 9 load hours during summer will be compensated at the Faculty overload rate (Article V F).

c. If the regular workload in a contract year is less than 39 load hours, the appropriate Supervising Administrator may assign teaching and/or non-teaching duties within the contract period to complete a 12-month Instructional Faculty member’s regular workload. These duties shall be consistent with her/his regular assignment.

d. 12-month Instructional Faculty members on a regular contract will not have their salary reduced if the administration is unable to develop a full-time teaching schedule and/or a full-time non-teaching assignment equal to the assigned workload for the academic year. In the event the full-time teaching schedule cannot be met, a variety of scheduling formats may be approved. These duties shall be consistent with her/his regular assignment and will be within the contract period.

e. The Total Faculty Load appearing on a 12-month Faculty member’s approved load sheet will not exceed 25.5 load hours per semester. The Total Faculty Load appearing on a 12-month Faculty member’s approved load sheet will not exceed 15.3 load hours in summer. The Faculty member’s Supervising Administrator may allow a Faculty member to exceed this maximum for the benefit of the program and/or students.

f. The 12-month Instructional Faculty contract includes 221 days of accountability: 210 days for the Faculty member’s regular assignment, one day for All College Day in the fall, up to five days of advising or other student development activities (Unit Guide-Non-teaching days of accountability for instructional accountability), one day for All Faculty Day in the spring, three days for preparation, and one day for graduation. Each day spent in a required college, campus, or divisional meeting scheduled during the five accountable days prior to regular semesters outside of All College Day and All Faculty Day will count as one of the five days of advising. Annual salary is based on the Faculty Compensation Plan (Appendix A).

g. Instructional Faculty non-teaching assignments which are in addition to these 221 days of accountability shall be compensated at the hourly rate for supplemental non-teaching assignments (Article V D).

h. 12-month Instructional Faculty are automatically placed on a flex-year contract between July 1 and June 30. Flex schedules for the upcoming contract year should be established by the Graduation day and whenever possible, give appropriate consideration to the needs of the individual Faculty member. The Supervising
Administrator and the Faculty member are jointly and individually responsible to assure that the appropriate number of accountable days and/or hours are worked within the contract period. A record of the flex-year assignment will be maintained in the Faculty member's official personnel file. A 12-month Instructional Faculty member can request his/her Supervising Administrator to approve modifications to his/her flex schedule due to extenuating circumstances with as much advance notice as possible. Such requests will be approved unless the Supervising Administrator demonstrates how the modification would negatively affect the operation of the service area involved. To accommodate extenuating circumstances, the Supervising Administrator and the Campus 12-month Instructional Faculty members will collaborate with as much advance notice as possible to modify flex schedules.

i. 12-month Instructional Faculty are required to be on campus each week at times consistent with their professional obligations (teaching, non-teaching assignments and interacting with students and colleagues) as stated in the Faculty Personnel Policy Statement and the College Personnel Policy Statement for College Employees.

j. Instructional Faculty will spend an average of 5.8 hours per day of accountability on campus, at the District Office, or other sites.\(^1\) Teaching, academic advising and institutional responsibilities occur throughout the workweek. Instructional Faculty preparation does not necessarily occur at a College location.

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\(^1\) According to the Personnel Policy Statement for College Employees, the term "campus" means assigned locations, approved community facilities and locations, and/or other locations approved and designated for instruction or instruction-related activities.

78. Educational Support Faculty Workload and Accountability

Article VI. A. Sick Leave

1. Accrual
Each Instructional Faculty member on an academic year contract with 169 days of accountability is credited ten days (58 hours) of sick leave per year on September 1. A Faculty member who is on active leave status at the beginning of his or her contract year, but whose leave is exhausted prior to September 1 will be credited with 10 days (58 hours) on September 1 and may apply the leave retroactively.

At the beginning of each fiscal year, Educational Support Faculty members or 12-month Instructional Faculty on a contract with 221 days of accountability are credited 13 days (104 hours for Educational Support Faculty or 75.4 hours for 12-month Instructional Faculty) of sick leave per year. Educational Support Faculty members on a contract with 169 days of accountability are credited ten days (80 hours) of sick leave per year on July 1.

Other Faculty covered by this schedule are credited hours proportionate to the number of accountable days of annual employment.

Each Faculty member may accumulate no more than 180 days (1044 hours for Instructional Faculty, 1440 hours for Educational Support Faculty) of sick leave. Accumulation shall resume once the total number of hours falls below the maximum, and is subject to the maximum accumulation as defined above.
**Unit Guideline**

**Flex Year Contracts for Instructional Faculty**

**Introduction**
As established in 2003/04 in Article II of the *Faculty Personnel Policy Statement*, a flex year contract will be available to interested Instructional Faculty with the approval of the appropriate Campus President and in light of the educational needs of the College. Contract start and stop dates may vary depending on College needs; however, the Administration and the Instructional Faculty member are jointly and individually responsible to assure that the appropriate accountability is fulfilled within the flex year contract period.

**Definition**
Flex year contracts for Instructional Faculty provide for flexible scheduling of instructional services and are intended to expand the ways in which the College and Instructional Faculty meet student needs. This program is also designed to give the Instructional Faculty member more options for meeting contractual obligations. Instructional Faculty participating in this program fulfill the provisions in Article II during a variety of non-traditional times such as recesses, winter intersession, and summer sessions, by flexible loading during traditional semesters, or a combination of both.

Classes taught during any summer session and/or during winter intersession may be used as part of an instructional flex schedule. Any summer session used in an instructional flex schedule must be used at the end of the contract year. See the examples listed below.

**Parameters**

**Accountability**

The Faculty member, in consultation with the direct Supervising Administrator or Vice President of Instruction, will develop a Flex Schedule Calendar demonstrating how his/her 469-days of accountability (169 for Academic Year Faculty, and 221 for 12-month Faculty) and instructional annual workload of 30 load hours (30 load hours for Academic Year Faculty, and 39 load hours for 12-month Faculty) will be met (see Article II B). The Flex Schedule Calendar will be submitted to District Human Resources for verification of policy adherence.

It is assumed that the Flex Schedule, weekly, on-campus accountability shall be the equivalent of an average of 29 hours in a standard workweek.

In addition, other expectations of Faculty members, such as annual student advising hours (29) and office hours, committee assignments and other professional activities described in Article II A must be met in order to fulfill the full-time contractual obligation. In addition, the Faculty member is accountable for graduation day, All College Day, and All Faculty Day, if the flex year scheduled period coincides with these activities. The administration and the Faculty member are jointly and individually responsible to assure that the Faculty member's accountability is met.

**Eligibility**
Current regular, Academic Year Instructional Faculty interested in the program must submit a memo to their Supervising Administrator with a copy to their Department Chair by March 1 for the following fiscal/contract year. The memo should demonstrate that the schedule does not negatively affect the program, and should give a general outline of the proposed flex
schedule. However, not all disciplines or programs lend themselves to flex year contract schedules.

If an unforeseen circumstance arises, a faculty member, in conjunction with the Supervising Administrator, can request an exception to the flex deadline in order to serve the needs of the educational program or operation of the subject/service area. Requests will be submitted to the Campus President for consideration of approval.

Requests made after the deadline will be considered in accordance with this policy as long as the Faculty member is paid on a 26 pay period cycle.

Typically, newly employed Faculty are eligible to volunteer for the flex year program at the conclusion of their second contract year of regular employment. However, a newly employed faculty member who agrees to work a schedule that otherwise meets the flex schedule definition may request an exception.

In consultation with his/her Supervising Administrator, a Department Chair may develop a flex schedule.

All 12-month Instructional Faculty are automatically on a flex schedule and should meet with their Supervising Administrator by Graduation day, whenever possible, to establish the flex schedule for the upcoming contract year.

Selection Process
The Flex Schedule assignment will be approved unless the Supervising Administrator(s), in consultation with the Department Chair, demonstrates that the flex schedule assignment would negatively affect the quality of the educational program or the operation of the subject/service area involved, or if requests by multiple Faculty members for Flex Schedules within the same year create circumstances that will negatively impact the operation of the subject/service area involved. If no satisfactory compromise can be achieved, then preference will be given to Faculty members who have not previously been accommodated using Flex Schedules. Additional consideration will then be given to Flex Schedules that support professional development. Seniority with the College will be the final determining criterion. Administration reserves the right to consider extenuating circumstances in approving Flex Schedules.

After approval, the Faculty member, along with the Supervising Administrator(s), work together to set the flex year calendar. All Flex-year Schedules requested by March 1 must be set by June 30. Requests made and approved after the March 1 deadline will be set as soon as possible.

A Faculty member, who has received approval and has set his/her Flex Schedule, may request to modify the Flex Schedule during the contract year that the Schedule is in effect.

The Vice President of Instruction is the final approving authority over flex year contracts, understanding that fairness and equity are important issues in the selection process. Faculty members denied a flex schedule assignment may first appeal to their President. Assignments not approved by the Campus President may be appealed once, in writing, to the Chief Human Resources Officer whose decision is final.

Salary
Faculty members in the flex year program shall be paid on the basis of 26 pay periods if the contract dates are different from the traditional academic year Faculty contract dates. (If the dates are the same, the Faculty member may opt for either 20 or 26 pay periods.) Therefore, Faculty who may be interested in requesting a flex year option should contact the payroll department by April 15 to be placed on the 26 pay period cycle.

Annual salary shall be based on the Faculty Compensation Plan. However, should the Faculty member not meet full contractual obligations, for example, by separating employment, any salary paid shall be reconciled with the number of days of accountability actually worked.

**Other Provisions**

1. Overload Contracts

   For Academic Year and Educational Support Faculty participating in the flex year program, overload assignments may be made only after the required 30 load hours have been met.

   For 12-month Faculty, overload assignments may be made so long as the required units per term have been met.

2. Supplemental Agreements

   Non-teaching activities beyond the regular assignment shall be paid by supplemental agreement at the rate defined in Article V.D. A maximum of 384 hours of assignments may be given during the course of the flex year contract. The number of supplemental agreement clock hours shall decrease by two clock hours for each overload taught.

| 1. Examples |

In order to assist Academic Year Faculty members who are interested in establishing a flex year contract, the following illustrates a combination of sessions and times in which the full teaching load may be met*:

1. Fall semester through Spring semester
2. Fall semester, Spring semester, and Summer Session B
3. Fall semester, Spring semester, and Summer Session A
4. Fall semester, Summer Session A, and Summer Session B
5. Spring semester, Summer Session A, and Summer Session B
6. Fall semester, Spring semester, and Summer Session C
7. Fall semester, Winter Intersession, and Spring semester

*Note: Any schedule requires 169 days of accountability.

Evening, weekend, recess, late start, pre-session and post-session may be used under any option above to meet the regular load.

| 23. Leaves of Absence |

A Faculty member participating in the flex year program who is approved for a paid or unpaid leave of absence during the flex year should consult with his/her Supervising Administrator and
the Chief Human Resources Officer to review appropriate policies, revise or modify the Flex Schedule Calendar, and to determine if the leave of absence will result in a proration of salary.

**Rationale for Proposal:** To support the retention and hiring of Faculty specifically in Aviation but also in other 12-month programs that may be hard-to-hire.

**Economic Impact of Proposal:**

**Priority of Proposal:**

**Authorized Signature:** [Signature]

**Date:** 05/02/14

**Authorized Signature:** [Signature]

**Date:** 5-2-2014

Note: This section will be reviewed in the 2015-2016 Meet and Confer (during Spring 2015).
MEET AND CONFER PROPOSAL NO:  E 6

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one)  Employee Team  X  Board Management Team  

Meet and Confer Proposal No:  (Starting with #1, assign a number for each proposal submitted)
Employee Team Proposal  No. E__FY14
Board Management Team Proposal  No. B__FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Sections:
Article II B Workload, Workload Calculations and Accountability Section 2.
With the agreement of the Department Chair(s) and Supervising Administrator(s), a Faculty member may distribute his/her assigned duties over more than one campus or over more than one department or discipline/program/service area within a campus. The Faculty member shall submit a request for such an assignment in writing to the Supervising Administrator(s) and the relevant Department Chairs by the first Friday in February for the upcoming summer and fall terms and by the second Friday in September for the upcoming spring term. Exceptions to these deadlines may be granted by the Supervising Administrator(s) as needed to benefit the College, Campus, or discipline(s). It is expected that the Faculty member requesting cross-campus, cross-discipline, or cross-department assignments will work cooperatively with the unit where s/he wishes to teach in order to provide the best service to students.

A requested assignment will be approved unless either the Supervising Administrator(s) or the receiving unit attests that the assignment would negatively affect the quality of the educational program or the operation of the subject/service area involved. Faculty denied such an assignment may first appeal to the President of the denying campus. Assignments not approved by the Campus President may be appealed once, in writing, to the Chief Human Resources Officer whose decision is final (Unit Guide on Cross-Campus, Cross-Department and Cross-Discipline Faculty Assignments).

Article II C. Overload Contracts (Teaching Assignments) Section 3.
Faculty desiring overload classes for their primary campus shall have first preference for the allowable number of unassigned sections in their subject area(s) for their primary campus. Faculty desiring overload classes on a different campus must request these classes no later than the first Friday in February for the upcoming summer and fall terms and by the second Friday in September for the upcoming spring term. Faculty are encouraged to contact Department Chairs as early as possible and work collaboratively to identify potential overload assignments. Such requests must be documented in writing with the appropriate Department Chairs and Supervising Administrator. After the request deadline has passed,
classes not assigned to fulltime faculty may be assigned to adjunct faculty. After the deadline
passes, fulltime faculty may request a course listed as unstaffed, but the assignment is not
guaranteed.

If a new section is added to the schedule, the department chair should make a reasonable
effort to allow first full-time faculty at their primary campus and then all other full-time
faculty in the discipline a first right of refusal, before staffing it with adjunct faculty.

It is expected that any faculty member requesting cross-campus, cross-discipline, or cross-
department assignments will work cooperatively with the unit where they wish to teach in
order to provide the best service to students.

Appendix B Unit Guidelines. Unit Guideline Cross-Campus, Cross-Department, and
Cross-Discipline Faculty Assignments

Introduction
With the agreement of the Supervising Administrator(s), a Faculty member may request
that his/her regular full-time assigned duties be distributed over more than one campus,
department or discipline/program/service area (Article II B). A Faculty member with
distributed duties is expected to fulfill the complete range of duties and responsibilities
outlined in the Faculty Personnel Policy Statement, Personnel Policy Statement for
College Employees, and to meet all other appropriate College policies, regulations and
Standard Practice Guides. The College administration will ensure that Faculty approved
for distributed assignments receive clear and consistent administrative supervision and
direction and are accorded all the respect, courtesies and rights of his/her Faculty
professional status. For more specific information see Articles II and VIII of the Faculty
Personnel Policy Statement. The Faculty member is to be considered a regular Faculty
member in these cross-campus, cross-department or cross-discipline/program/service
area assignments that are part of his or her regular full-time assignment.

Full-time faculty have the right to select classes for both their regular load and overload
on their primary campus before any classes are released for cross-campus assignments,
which will be made in the following order:

1. Full-time faculty who have requested cross-campus assignments in writing by the
dates specified in Article II B Section 2 and Article II C Section 3 will be
informed of available classes and the departmental procedures for assigning them
by the appropriate department chair. Any class assignments to adjunct faculty
before these dates are considered contingent.

2. Department chairs will then staff the agreed upon classes with cross-campus full-
time faculty before staffing the rest with adjunct faculty. At this point, classes are
considered officially assigned, and full-time faculty may not displace adjunct
faculty except to make regular load.

3. Should a new or existing section become available, the Department chair should
make a reasonable effort to allow first, full-time faculty at their primary campus and
then, all other full-time faculty in the discipline, a first right of refusal before staffing
it with adjunct faculty. Faculty have 7 calendar days, when possible, to notify chairs
of their interest in the class, at which time the Department Chair may staff the class with an adjunct faculty member.

Definitions
Each Faculty member with approved distributed responsibilities will be assigned a primary campus, department and/or a discipline/program/service area. A regular Faculty member teaching or providing complementary education services over two campuses is considered to have a primary campus, department, and/or discipline/program/service area assignment when 51% or greater of his/her teaching and/or complementary educational service assignment occurs on one of them. A regular Faculty member whose teaching and/or complementary educational service assignment is 50% or less over two or more campuses, departments and/or disciplines/programs/service areas shall have a primary assignment designated with agreement among the Supervising Administrator(s). This primary assignment will also be made in consultation with the Faculty member.

The primary campus is the campus that schedules the class and receives the FTSE for the class, regardless of the location where the class is delivered.

Standards 2
A request for a cross-campus assignment must be made in writing to the Supervising Administrators at both campuses (the primary campus and the campus at which the Faculty member wishes to teach) no later than midnight on the dates specified in Article II B Section 2 and Article II C Section 3. Copies of the written request must also be given to the Presidents and appropriate Department Chairs at both campuses. Sending your request by email and including all appropriate parties is considered to be an acceptable written format.

Standards 8
The regular Faculty member shall be provided the opportunity to meet his/her assigned load or service area work schedule by having priority over Adjunct Faculty assignments or by utilizing a flexible schedule. If a course that is part of a Faculty member’s regular load is cancelled, or if his/her load is reduced for reasons beyond his/her control, he/she may, through collaboration with his/her primary Supervising Administrator, request assignment to an unstaffed section or a section staffed with an Adjunct at any site. In addition, regular Faculty desiring overload classes shall have preference in accordance with overload policy (Article II C).

Rationale for Proposal:
Several problems in scheduling and staffing have arisen this year due to lack of clarity on this issue.

Economic Impact of Proposal:
None

Priority of Proposal: 3
Meet and Confer Proposal No: 7

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team X
Board Management Team

Meet and Confer Proposal No: (Starting with #1, assign a number for each proposal submitted)

Employee Team Proposal No. E__FY14
Board Management Team Proposal No. B__FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Section:

Proposal:

**Article X. Miscellaneous Conditions of Work**

G. Faculty Resources

The Administration and Faculty agree to move the College toward 21st century learning. The College will support and encourage collaboration, professional development, and technology advancement across the College in innovative instruction, support, and communication with students.

Rationale for Proposal: Faculty members are prohibited from using Professional Enrichment Fund for equipment, such as office equipment, computers, and computer peripheral equipment. This issue came up during All Faculty Day 2012 and also in Faculty Senate. Meeting faculty general duties and responsibilities for curriculum creation and delivery often requires these types of electronic resources. The language provides some assurances that the College will cover some minimal expenses of this required equipment.

Economic Impact of Proposal: Difficult to estimate.

Priority of Proposal: High

Authorized Signature: [Signature]

Date 5-02-2014
Meet and Confer Proposal NO: 8

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team Board Management Team

Meet and Confer Proposal No: Instructions: Starting with #1, assign a number for each proposal submitted.

Employee Team Proposal No. E_8_FY14
Board Management Team Proposal No. B__FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Section:
Article XII. Faculty Representative Group (PCCEA) Rights

D. Designation of Meet and Confer Teams
At the beginning of the academic year, the College shall credit PCCEA with paid reassigned time equivalent to 32-45 load hours. Such time shall be used by PCCEA for the purposes of transacting PCCEA business, processing grievances, and engaging in meet-and-confer sessions with the College.

Release of Faculty for reassigned time is subject to the approval of the appropriate Campus President. The PCCEA President will notify in writing, the Chief Human Resources Officer, in a timely manner, the allocation of reassigned time.

By November 15 of each year, management and the PCCEA shall make known the identity of the persons designated to serve on their respective meet-and-confer teams.

Rationale for Proposal:
PCCEA’s current reassigned time allocation of 32 load hours per year has not changed since the organization’s reassigned time was first established in the 1970’s. When this amount of time was first identified, there were many fewer faculty and only one Pima campus which required support. PCCEA has representatives at each site/campus, the number of which is tied to the number of faculty members at that site, and thus PCCEA’s organizational work has increased significantly as the College has grown. It is important to note that PCCEA represents all faculty and programs regardless of whether the individual is an association member or not.

The workload has increased significantly in the past few years. It has become standard, for example, to have task forces working during the fall completing detailed analyses that
are then used in the spring Meet and Confer work. PCCEA members are active in a variety of other projects that broadly benefit the district as well.

For perspective, at Maricopa (MCCCD), the faculty association has 45 load hours of reassigned time and these hours are allocated only to their organization's President and President-elect. (A significant amount of additional reassigned time is allocated to faculty in other leadership roles.) The value of reassigned time in this section is equivalent to MCCCD's, but unlike their organization, PCCEA divides this total time among a broad group of officers, executive board members and Meet and Confer team members.

Economic Impact of Proposal: Maximum impact is $10,400 annually.

Priority of Proposal: ____________________________ Date 5-2-2014

Authorized Signature: ____________________________ Date 05/02/14

Authorized Signature: ____________________________ Date 05/02/14
Meet and Confer Proposal NO: 12

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team ☒ Board Management Team ☐

Meet and Confer Proposal No: Instructions: Starting with #1, assign a number for each proposal submitted.

Employee Team Proposal No. E12__FY14
Board Management Team Proposal No. B__FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Section: Instructions: State the Personnel Policy section to be revised. If a new section or subsection is being proposed, provide a recommendation for placement.

Proposal:

Faculty Compensation
Plan

Approved by the Governing Board effective July 1, 2013/2014

All new regular Faculty will be placed on the Board-approved Faculty Salary Schedule based on criteria as set forth below. After initial salary placement, range advancements (horizontal/column movement) and step increases (vertical movement) on the salary schedule will be awarded based on the criteria in this plan, recommendations from the Meet and Confer process, and available financial resources, unless the Governing Board determines that a financial exigency exists.

1. Initial Salary Placement for Faculty with an Initial, Full-time Regular Contract in Fiscal Year 2014/15/13/14.

   Initial salary placement will be based on educational attainment and years of creditable previous experience.

   A. Minimum Standards for Faculty Employment and Educational Attainment Ranges:

   Minimum standards for Faculty employment are based on a combination of educational attainment and years of creditable experience. Placement with the minimum standard only is Grade S, Step 1 and equates to the following:

   • Associate's degree or equivalent and five years of experience
   • Bachelor's degree or equivalent and three years of experience
   • Master's degree
Definitions on Educational Attainment and approved experience are contained in Sections IC and III of this Appendix respectively.

Placement will be based on the highest academic degree attained, or equivalent (Section III A), as documented with an official transcript. To be creditable, all academic degrees must be earned and credit hours must be granted by or acceptable to an institution recognized by a regional accrediting commission on institutions of higher education (for example, NCA).

B. Additional Horizontal/Column Credit at Time of Hire:
1. Additional Horizontal/Column Credit will not be awarded a Faculty member whose most advanced degree is an Associate’s degree, or equivalent.

2. A Faculty member whose most advanced degree is a Bachelor’s degree, or equivalent, and who has earned 30 additional graduate level academic credit hours after the award of the Bachelor’s degree, will be placed in Column S1.

Horizontal/Column Credit beyond S1 will not be awarded a Faculty member whose most advanced degree is a Bachelor’s degree or equivalent.

3. A Faculty member whose most advanced degree is a Master’s degree or equivalent will receive additional horizontal column movement based on graduate level academic credit hours attained beyond the award of a master’s degree. Horizontal credit is based on completed increments of 15 semester hours (or 23 quarter hours). Salary placement with Additional Horizontal Credit beyond the award of the Master’s degree is based on the following:
   • Master’s degree plus 15 semester credits (Grade/Column S1)
   • Master’s degree plus 30 semester credits (Grade/Column M2)
   • Master’s degree plus 45 semester credits (Grade/Column M3)
   • Master’s degree plus 60 semester credits (Grade/Column M4)
   • M.F.A. and Ed.S. degrees will be credited at the Master’s degree + 30 semester credits (Grade/Column M2). Other degrees may be added to this category by administrative determination, based upon national recognition that the criteria, requirements, and standards for the award of the degree clearly and substantially exceed those of typical master’s degree programs.

4. A Faculty member whose most advanced degree is a doctorate degree will be placed in Column D.

5. No partial credit will be awarded. To be creditable, courses used for Horizontal/Column Credit must be documented with an official transcript, and submitted to the Human Resources Office. See Article V B for information on requesting a review of initial salary determination.

C. Additional Vertical Credit at Time of Hire
1. Additional Vertical Credit (step placement) may be granted at time of hire for
previous work experience as defined below. Credit will be given for approved teaching and/or occupational (non-teaching) experience in the field, not to exceed one year of experience for each twelve-month period.

2. Teaching Experience - Teaching a complete course in a related subject area at an accredited institution, regardless of the duration. Less than full-time experience, which meets the duration requirement, will be credited on a pro-rated basis. NOTE: Teaching assistant experience will NOT be credited unless the employee provides documentation from an appropriate official of the institution that the teaching assistant was the sole instructor of record and was responsible for course content and student evaluation.

3. Occupational Experience - Related occupational work experience in the field to be taught or the area of specialization, with a minimum duration of six months. To be creditable, the related work experience must have been the primary responsibility of the position. Less than full-time experience, which meets the duration requirement, will be credited on a pro-rated basis. Training completed to obtain related certification beyond the requirements used for placement (minimum standards) will be credited based on its experience-equivalent as stated by the certification program, subject to the overall limitation of no more than one year of experience for each twelve-month period.

4. Previous Experience - No credit will be allowed under this provision for experience required to meet the minimum standards for Faculty employment (Section I A).

5. Maximum Vertical Credit - For full-time Faculty members with an initial contract for the 2013/14 academic or fiscal year, a maximum of six five steps (up to Step 65) may be awarded for previous experience as defined above. Salary step placement will be at the rate of one step for two three years of approved experience, for each of the first two steps and then three years of approved experience for each of steps three through six, subject to the sixfive-step maximum placement (Step 65) as noted above.

D. Initial salary placement will be predicated on the Faculty Personnel Policy Statement in force when the Faculty member receives his/her first, Full-time, Regular Contract.

II. Guidelines for Salary Adjustments for Faculty with an Initial, Full-time, Regular Contract Prior to Fiscal Year 2014/15/15/14.

Salary adjustments in the form of horizontal and vertical movement are given according to the following guidelines. Horizontal and vertical movements on the salary schedule are independent of each other.

A. Horizontal/Column Movement

1. Additional Horizontal/Column movement is awarded based on the standards
outlined in Section I B 1-4. If a Faculty member has completed additional education sufficient to advance to a new educational range, the Faculty member's new horizontal position will be determined by moving horizontally to the appropriate educational attainment range within his/her current step.

2. No partial credit will be awarded. To be creditable and effective for contracts issued on or after July 1, these hours must be documented with an official transcript, and submitted to the Human Resources Office by August 31 of that same contract year.

B. Vertical Movement

1. Vertical movement (step advancements) requires approval by the Board of Governors and will be effective the beginning of the contract year following approval. After initial placement on the salary schedule, a Faculty member will be approved for step advancement provided that he/she has satisfied the Step Progression Plan described in Appendix N.

2. When the Board grants step advancement to the Faculty group, Faculty members who are on steps 1 through 44--15 and are approved for step advancement will move to the next higher step within the appropriate column.

3. If, for any reason, the Board does not grant step advancement to the Faculty group, all Faculty members who were approved for step advancement are automatically approved for step advancement in the succeeding year. Any Faculty members not approved for step advancement will have the opportunity to apply for step advancement the following year.

C. Initial salary placement and column/step advancement is not modified by subsequent approved changes to eligibility, definition, and salary progression criteria unless so recommended through the meet and confer process and approved by the Board of Governors.

III. Definitions

A. Educational Attainment (non-inclusive listings)

Associate's degree or equivalent - A.A. or A.S. degree. Equivalent is defined as satisfactory completion of 64 semester hours or 96 quarter hours, with or without attainment of a degree.

Bachelor's degree or equivalent - B.A., B.S., B.F.A. or B.S.N. degree. Equivalent is defined as satisfactory completion of 125 semester hours or 188 quarter hours, of which at least 42 of the credit hours must be upper division level.


Doctorate degree - An earned Ph.D., Ed.D., D.A., or J.D. degree, or other equivalent earned doctorates.
B. Year of Service - 9 consecutive months for 9-month Faculty; 12 consecutive months for 12-month Faculty; or the equivalent number of days of accountability for flex-year Faculty.

C. Break in Service - If a Faculty member terminates employment with the College and is later rehired, the Faculty member will be placed on the salary schedule in the same manner as new hires. If a Faculty member has a break in Faculty service which does not terminate employment with the College and later returns to a Faculty position, the Faculty member will return to his/her last (most recent) Faculty salary schedule placement. Intervening service as an Administrator will be credited consistent with Section IV of this plan.

D. Credit for Approved Leave - Full credit will be given for Faculty on approved paid leave or half-pay leave approved under the Faculty Professional Development Program. No credit will be given for other approved unpaid leave of one-half year or more (as defined above under -year of service). Upon return from non-creditable unpaid leave, the Faculty member will return to his/her last (most recent) salary schedule placement.

IV. Salary Placement for Administrators Assigned to Faculty Status

Salary placement for Administrators assigned to Faculty status will be in accordance with the Administrative Personnel Policy Statement which can be found at http://www.pima.edu/administrative-services/human-resources/personnel-policy-statements/pps-admin/admin_ApxD.pdf.

An administrator returning to faculty shall be credited with the number of steps attained during tenure as an administrator. However, to maintain equity, adjustments to the step structure of either the faculty or administrator salary schedule during his/her tenure will be taken into account in determining step placement as long as Human Resources has determined the employee is not disadvantaged.

V. Exceptions

The Chancellor, with the approval of the Governing Board, may establish a stipend applicable only to those specific disciplines where the District is experiencing substantial difficulty in attracting and/or retaining quality Faculty members. This stipend would be variable, depending on the degree of competition for Faculty in a particular discipline, and, once implemented, is intended to be phased out over time to bring the affected Faculty back to the core salary schedule rates.

VI. Implementation and Administration

The Administration is authorized to develop regulations and procedures as necessary to implement and administer this compensation plan. The Administration is the final authority in interpreting and applying the provisions of this plan.
Rationale for Proposal: Expanding the initial placement range for new hires improves the College's competitiveness for hiring the most qualified faculty.

Economic Impact of Proposal: Contingent upon faculty receiving a step, there is minimal economic impact. If, however, faculty do not receive a step, there is potential for significant impact to address inequities created by leapfrogging.

Authorized Signature: [Signature] Date 5-02-2014

Authorized Signature: [Signature] Date 05/02/14
Appendix N: Step Progression Plan

I. General

The Step Progression Plan (SPP) was piloted during the 2005/06, 2006/07 and 2007/08 academic years. During 2007/08, a comprehensive review of step criteria was conducted to determine the effectiveness of step criteria and the extent of any unintended negative consequences. Following the pilot phase, recommendations regarding step criteria and advancement were reviewed through the Meet and Confer process and the plan finalized for implementation. Faculty who meet the step criteria for academic 2005/06, 2006/07 and 2007/08 were authorized for step advancements. In 2014/15, a 16th step was added to the Faculty Salary Schedules. Faculty on step 15 who want to move to step 16 need to complete the step progression plan during the 2014/2015 academic year to gain eligibility for step advancement for 2015/2016.

The SPP, including criteria for step advancement, is expected to have the positive effects of enhancing an individual Faculty member's professional development and personal growth. The College's Faculty are its leaders for teaching and fostering learning in others. In that regard, the SPP emphasizes continued growth and development of Faculty to meet the needs of the students and community in the 21st century and authenticates the past performance and professionalism of PCC Faculty.

This appendix outlines the processes and policies associated with qualifying an individual Faculty member for step advancement. The SPP allows an individual Faculty member to qualify for step advancement based on a Professional Progression Plan (PPP) (on the Pima_Intranet; College Forms; Human Resources link) developed in consultation with his/her Supervising Administrator and meeting the criteria as described below. Step advancement is not competitive among individual Faculty members and the number of individual Faculty members receiving step advancement shall not be limited by any quota or predetermined number or percentage. In addition, the number of qualified Faculty members is not to be limited by the availability of financial resources or any other factor.
Rationale for Proposal:

Economic Impact of Proposal:

Authorized Signature: [Signature] Date 5-02-2014

Authorized Signature: [Signature] Date 06/2/14
Meet and Confer Proposal NO: 10

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team Board Management Team

Meet and Confer Proposal No: Instructions: Starting with #1, assign a number for each proposal submitted.

Employee Team Proposal No. E__10__FY14
Board Management Team Proposal No. B____FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Appendix P

Task Force to Review Full-Time, Regular Faculty Hiring

Background:

During the 2014/15 Meet and Confer session, PCCEA and the Management Team agreed to convene a Task Force to review the Faculty Personnel Policy Statement Articles III and VIII, SPG 4201/BB and BC, and any related College policies and HR practices pertaining to full-time, regular faculty hiring. The goals are 1) to seek ways to better meet campus and/or discipline needs by increasing campus control over positions without conflicting with district-wide priorities, 2) to seek ways to improve the interactions of faculty, administrators and human resources analysts in the process, 3) to pilot recommended changes in the 2014-15 faculty recruitment cycle, and 4) to recommend final policy language changes.

Charge:

1. Review current policies and practices related to distribution of Faculty positions and create an interim position distribution process to be sent to the Chancellor by June 30, 2014.

2. Review current policies and practices related to lateral transfer, external job announcements, advertising of positions, and recruitment cycle timeline and create an interim transfer and recruitment process to be sent to the Chancellor by July 31, 2014.


4. After the review of the interim processes above and SPG 4201/BC, recommend needed modifications and reorganization for consideration during the Spring 2015 Meet and Confer meetings. The final improvements will be subsequently presented to the Meet and
Confer Teams and Faculty Senate, as appropriate, for revision, during the Spring 2015 Meet and Confer process.

**Task Force Membership, Composition, and Meeting Schedule:**

1. PCCEA will appoint 7 instructional and educational support faculty, with preference for those involved in Interest-Based Collaboration to serve. The faculty will elect their co-chair. HR will determine the source of payment for off-contract faculty work.

2. The Chancellor or designee will appoint a President, Vice President of Instruction, a Vice President of Student Development, a Dean. The Vice Chancellor for Human Resources will appoint 2 representatives from Human Resources. The Provost will appoint 1 representative from the Provost's Office to address Contracts and Certification. The Chancellor or designee will appoint the administrative co-chair.

3. Administration will provide staff support.

4. Task Force will convene on May 27, 2014 and determine a meeting schedule. Periodic reports will be provided.

**NOTE:** During the interim period, affected policies (except SPG 4201/BC, if approved) are suspended and replaced by interim processes.

**Rationale for Proposal:** To increase transparency and clarity in hiring processes. The changes to SPG 4201/BA have created some voids for faculty hiring processes that this task force needs to address.

**Economic Impact of Proposal:**

**Priority of Proposal:**

**Authorized Signature:**

Date 5-2-2014

**Authorized Signature:**

Date 05/02/14
Meet and Confer Proposal NO: 11

Meet and Confer Process – 2014

This Proposal is Submitted by: (check one) Employee Team ☒ Board Management Team [ ]

Meet and Confer Proposal No: Instructions: Starting with #1, assign a number for each proposal submitted.

Employee Team Proposal No. E_11_FY14
Board Management Team Proposal No. B__FY14

Proposal is to modify the Faculty Personnel Policy Statement:

Appendix Q

Task Force to Review Horizontal Movement on the Faculty Salary Schedule

Background:

During the 2013/14 Meet and Confer session, PCCEA and the Management Team agreed to convene a Task Force to review the Faculty Personnel Policy Statement Appendix A pertaining to language on Horizontal Movement on the Faculty Salary Schedule. The current language remains in effect during this review.

Charge:

1. Evaluate the use of professional certifications and licensures for horizontal movement and initial horizontal placement on the Faculty Salary Schedule, with the goal of improving recruiting and career advancement for occupational faculty.

2. Study additional options, such as approved undergraduate coursework, for horizontal movement and initial horizontal placement on the Faculty Salary Schedule for all faculty.

3. Benchmark practices at other community colleges in Arizona and nationwide.

4. Finalize work and policy language recommendations by January 30, 2015, for presentation to faculty and administration in a final report. The final report will be subsequently presented to the Meet and Confer Teams for revision, as appropriate, in the 2014/2015 Meet and Confer process.

Task Force Membership, Composition, and Meeting Schedule:

1. PCCEA will appoint Instructional faculty to serve from transfer, developmental education, and occupational disciplines, as well as and Educational Support Faculty. The faculty committee members will appoint a faculty co-chair.
2. Management will appoint Vice Presidents of Instruction, Vice Presidents of Student Development, and Deans in both academic and occupational disciplines to serve, including an administrative co-chair.

3. Management will provide staff support.

4. The Task Force will convene during September 2014, will meet as needed, and will finish all work by January 31, 2015.

Rationale for Proposal: To recognize existing certifications and qualifications and explore alternative opportunities for Faculty salary movement. These options will increase the competitive range of the Faculty Salary Schedule.

Economic Impact of Proposal: None.

Priority of Proposal:

Authorized Signature: [Signature] Date 5-2-2014

Authorized Signature: [Signature] Date 05/02/14