



**MARICOPA  
COMMUNITY  
COLLEGES**

# **Management, Administrative & Technological**

**(Effective July 1, 2011)**

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Department

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## **1. MANAGEMENT/ADMINISTRATIVE/TECHNOLOGICAL ORGANIZATION**

### **1.1. Basic Philosophy**

Members of the Management/Administrative/Technological (MAT) employee group shall carry out the policies of the Governing Board, shall perform their duties assigned to them according to their position descriptions and/or their supervisor(s), and shall perform such duties and responsibilities with professional skill in order to ensure wise utilization of District resources for the implementation of the educational program.

### **1.2 Policy Statement**

**1.2.1.** It is recognized by the MAT employees and Administration that it is desirable, in order to establish the terms and conditions governing employment, for representatives to collaborate and discuss, in good faith, about policies affecting responsibilities and benefits pertaining to MAT employment.

**1.2.2.** The Governing Board recognizes that the personal life of an employee is not an appropriate concern of the College/District, providing it does not affect the employee's effectiveness in fulfilling his/her professional obligation(s).

**1.2.3.** MAT employees will be permitted and encouraged to participate in District and College meetings, task forces, committees, and other special sessions during their regular hours of accountability, providing there is no unreasonable interference with the performance of regular job duties.

**1.2.4.** No adverse personnel action shall be taken against any employee because of their membership and/or participation in the MAT employee association or any other recognized MCCCDCD employee or constituency organization.

**1.2.4.1.** An adverse personnel action under this policy is defined as one of the following:

Termination of employment

Demotion with salary reduction

Imposition of suspension without pay

Receipt of written reprimand

Failure to appoint, promote, or re-employ

Negative performance evaluation

Withholding of appropriate salary adjustments

Involuntary transfer or reassignment

Other action adversely affecting the terms or conditions of employment

### **1.3. Employees Covered by the Document**

**1.3.1.** The largest category of employees covered by this document is managers and administrators, exempt employees, Grades 13-21. However, it is recognized that there are other employees in these grades who are not strictly managers or administrators. These include:

- 1.3.1.1. Technical employees—computer, financial, and educational areas.
- 1.3.1.2. Laboratory and other personnel adjunct to the instructional program. These categories of personnel enjoy the rights and benefits described in this manual; however, their duties and responsibilities will be those appropriate and reasonable to their job descriptions.
- 1.3.2. Board approved MAT employees whose salary is more than 50% paid from Current Unrestricted Funds or Current Auxiliary Fund 2 (tuition and fees not related to a contract) will be governed by the MAT Policy Manual.
- 1.3.3. A MAT employee who has successfully completed probation and whose salary changes from Current Unrestricted Fund 1 or Current Auxiliary Fund 2 to Special Funding (totally or in part) will continue to be covered under the terms and conditions of the MAT Policy Manual.

## 2. MAT ORGANIZATION

- 2.1. The MAT group shall have the right to be organized for the primary purpose of communication within its membership. Those activities shall include working collaboratively with the Vice Chancellor of Human Resources or designee on MAT Policy development. The MAT organizational body shall be called the MAT Executive Council.
- 2.2. The MAT Executive Council President, serving on a fiscal year basis, shall be provided with reassigned time to attend to MAT business. Funding equivalent to MAT Grade 20, Step 1 shall be provided by MCCCDC with any unused balance being transferred to the MAT professional growth fund. The MAT Executive Council President shall continue to receive his/her regular salary and benefits and shall return to his/her home college/unit position July 1.
- 2.3. The Maricopa Community College District will provide an annual operating budget of \$10,000 to the MAT Executive Council. Any unused funds shall be carried forward.
  - 2.3.1. All funds allocated to the MAT Employee Group are to be overseen by the MAT Executive Council. Authority for expenditure may be delegated to various MAT Executive Council committees (i.e., Professional Growth, Sabbatical, etc.).
- 2.4. Use of District equipment/facilities MAT employees may use College/District facilities and equipment for MAT-related activities at reasonable times.

## 3. PURPOSE AND AUTHORITY: POLICY DOCUMENT

- 3.1. The MAT employee group recognizes this document, titled Policies: Management/Administrative/Technological, as a statement of rights and responsibilities during the period of employment as a manager/administrator/technological employee with the Maricopa County Community College District.
 

MAT employees agree to fulfill the provisions in this document and have the right to partake in the grievance procedure when the District or its representatives allegedly violates the provisions of this document.
- 3.2. The Chancellor, his/her staff, and the Governing Board agree to operate within these policies during the period of time this document is in force.

#### **4. MAT INTERNAL HIRING**

- 4.1.** The philosophy of the District is to encourage professional advancement for its employees and to give advancement consideration to qualified MCCCCD candidates for all vacant positions while simultaneously ensuring equal opportunity. Internal applicants will be considered before external applicants through an internal search procedure maintained by the MCCCCD Employment Office.

Modifications to the internal hiring procedures may occur when agreement is reached between the MAT Executive Council and the Vice Chancellor for Human Resources or designee.

- 4.2.** All regular and specially funded Governing Board approved employees are eligible to apply for open positions within the District. Eligible Skill Center employees are also considered internal applicants. Temporary, timecard and short term (including athletic specialists and OYO/OSOs) are not eligible.

#### **5. SALARY AND RELATED ITEMS**

##### **5.1. Administrative Pay Structure**

Major changes in salary and/or pay structures will be determined by the Chancellor or designee and approved by the Governing Board after consultation with the MAT Policy Development Committee.

##### **5.2. Placement and Advancement on the Salary Schedule**

**5.2.1.** The philosophy of the District is to encourage professional advancement for its employees and to give preference to qualified internal-transfer candidates for all vacant positions.

**5.2.2.** An internal or an external applicant's qualifications shall be evaluated thoroughly at the time of appointment to a position, based upon validated transcripts of academic work, professional certificates, and verified related work experience. The Vice of Chancellor Human Resources or designee shall be responsible for equating these qualifications to the minimum eligibility requirements and for step placement.

**5.2.3.** A person appointed or promoted to an administrative position must have at least the minimum qualifications for that position.

**5.2.4.** It shall be the applicant's responsibility to provide the District's Human Resources Division with necessary information and to update his/her file.

**5.2.5.** All undergraduate and graduate degrees and course credit must be earned at accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications. Work done at foreign universities will be considered if evaluated (at the applicant's expense) by a professional foreign credential evaluation service approved by the MCCCCD Human Resources Department.

**5.2.6.** Initial appointment of an external applicant to a specific MAT position will be based on educational background and exempt, related work experience. One step will be given for each two (2) years of prior college teaching. One step will be granted for each year of administrative experience (either within or outside of education). One step will be granted for an associate

or a bachelors degree and an additional step for a masters, or a doctorate degree (as long as the degree is not required to meet minimum qualifications of the job) earned at regional accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications. (Placement may not exceed a maximum of three (3) steps above step one (1); maximum of step four (4). The Board, upon recommendation of the Chancellor, or designated Vice Chancellor, may grant additional steps to meet unique needs of the District.)

- 5.2.7.** An existing regular employee may apply for any posted MAT position in a higher grade than the one he/she currently holds. Should the employee successfully complete the application process and be offered the applied for position, the employee shall be granted all rights granted to external candidates in the course of establishing hiring terms, conditions, and salary placement. Salary placement shall be at the step in the new grade not less than a ten percent (10%) increase over the employee's current salary and/or at a step commensurate to education and experience not to exceed step 4, whichever is greater.
- 5.2.8.** With voluntary or involuntary termination of employment, an employee waives all rights that he/she had as an employee and will be treated as a new employee should he/she return to the District.
- 5.2.9.** A MAT employee shall advance on the salary schedule pertaining to the position he/she holds, receiving one (1) step after each year of service, up to the maximum for the position. Such step increases will be granted by the Board only upon evaluation of satisfactory service and upon the recommendation of the Chancellor.
- 5.2.10.** For satisfactory service with the District, a permanent one (1) step increase, or equivalent, will be granted to all employees in regular MAT positions on their anniversary date, ten (10) years from date of hire as a District employee. Employees, as identified above, at step 10 will be granted a one-time stipend equivalent to a Step. This policy is effective for anniversaries occurring on or after July 1, 2001.
- 5.2.11.** For satisfactory service with the District, a permanent one (1) step increase, or equivalent, will be granted to all employees in regular MAT positions on their anniversary date, twenty (20) years from date of hire as a District employee. Employees, as identified above, at step 10 will be granted a one-time stipend equivalent to a Step. This policy is effective for anniversaries occurring on or after July 1, 2006.
- 5.2.12.** For satisfactory service with the District, a permanent one (1) step increase, or equivalent, will be granted to all employees in regular MAT positions on their anniversary date, thirty (30) years from date of hire as a District employee. Employees, as identified above, at step 10 will be granted a one-time stipend equivalent to a Step. This policy is effective for anniversaries occurring on or after July 1, 2008.

### **5.3. Educational Advancement**

Credit for formal education may be awarded for the completion of a bachelor, masters, or doctoral degree, earned at accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, and U.S. Department of Education publications, or upon one or more certifications earned on or after July 1, 2001.

Awards based on certification are established on a MAT-approved point system; to maintain equity with academic degree awards, more than one certification will usually be required for salary compensation.

Qualifying certificates must be awarded by a nationally recognized professional or technical organization, or by an accredited higher education institution or by an entity of MCCCDC as approved by the Vice Chancellor of Human Resources or designee.

Compensation shall be at the rate of one (1) step, or a one-time stipend that is equivalent to a step for those to whom a step is not available. Step increase or stipend will be effective in the pay period following receipt of official transcripts to the Employee Relations Department.

This policy is effective for degrees and certificates awarded on or after July 1, 2001, and is not influenced by awards earned prior to July 1, 2001. No employee may be granted more than two (2) such increments on or after July 1, 2001. The degree/certification(s) must be awarded during employment as a MAT employee.

Probationary employees are not eligible for an educational advancement. Degree/certifications earned during the probationary period may be submitted for educational advancement after successful completion of the probationary status and conversion to regular MAT employee status. The step increase or stipend will be effective in the pay period following verification of evidence.

Issues regarding acceptability of institutions or organizations conferring degrees or awarding certificates will be decided by the Vice Chancellor for Human Resources, or designee.

#### **5.4. Shift Differentials (Computer Personnel)**

**5.4.1.** A night differential of five percent (5%) an hour will be paid to all employees whose regularly scheduled day begins at 3:00 p.m. or after.

**5.4.2.** A night differential of seven percent (7%) an hour will be paid to all employees whose regularly scheduled day begins at 10:00 p.m. or after.

**5.4.3.** A weekend differential of five percent (5%) an hour will be paid to all employees who are regularly scheduled to work on Saturday and/or Sunday.

#### **5.5. Salaries**

See <http://www.maricopa.edu/employees/divisions/hr/salary/schedules> or call District Employee Relations for a hard copy of the salary schedule.

### **6. EMPLOYMENT OTHER THAN BASIC EMPLOYMENT**

#### **6.1. Outside Employment**

No employee covered under these policies will engage in outside employment which will in any way interfere with his/her ability to carry out his/her duties. Further, no such employment should represent a conflict of interest in regard to the District.

## **6.2. Teaching Assignments Within the District**

Employees may accept teaching assignments within the District and will be paid at the Residential Faculty Overload Rate if:

- 6.2.1.** The employee is qualified to teach in the instructional discipline as determined by District policy.
- 6.2.2.** The employee receives documented approval from his or her supervisor should the teaching assignment take place during the employee's normal working hours, and includes a documented plan for fulfilling required hours and any special circumstances related to their primary responsibilities including travel time if required.
- 6.2.3.** The employee receives approval from his/her College President or appropriate Vice Chancellor.

## **7. CLASSIFICATION GROUPINGS INTO SALARY GRADES**

Please see <http://www.maricopa.edu/employees/divisions/hr/jobs/descriptions/browse/group:2> for a complete listing of MAT titles and grades.

## **8. HOLIDAYS**

- 8.1.** The following designated days are recognized holidays by the District:

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

- 8.2.** At the Chancellor's option, additional holiday(s) may be declared during the fiscal year.  
To qualify for holiday pay, the employee must be in a paid status on the day before and the day after the holiday.

During the ten (10) hour day/four (4) day workweek summer schedule, Memorial Day and Independence Day shall be equated as ten (10) hour days. All other designated holidays shall be paid as an eight (8) hour day.

An employee whose regular day off falls on a holiday will be given equal time off that meets the administrative needs of his/her department. Consistent with such needs, employee preference will be given consideration.

An employee whose regular work day(s) falls on a Saturday and/or Sunday preceding or following a holiday will only be eligible to receive holiday pay as outlined in the SCHEDULE OF PAID HOLIDAYS. If such an employee is unable to work because his/her work site is not open for business, the supervisor and employee will share responsibility for altering the employee's work schedule (for that week only), so that the employee is not placed on unpaid leave.



## 9. SICK LEAVE

- 9.1.** The sick leave policy is intended to protect employees from loss of income during periods of personal or immediate family illness. Unless stated in this policy manual or exceptions granted by the College President/Vice Chancellor, sick leave time may not be used for any other purpose.

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

- 9.1.1.** Each regular full-time employee will accrue Sick Leave based on the following table.

Months	Hrs/Wk	Rate/Hr	Accrual /Wk	Accrual/Pay	Accrual /Yr
12	40	.05	2	4	104
10.5	40	.05	2	4	90
10	40	.05	2	4	86
9.5	40	.05	2	4	82
9	40	.05	2	4	78

Regular employees on less than full-time basis (half [1/2] day or more) will accumulate prorated sick leave benefits. All employees on less than a one-half (1/2) day basis (under four [4] hours) will not accumulate sick leave benefits.

- 9.1.2.** When sick leave taken by an employee exceeds the total of accrued sick leave, the employee may be docked pay. Unused vacation time due an employee may be used at his/her option for sick leave/Industrial Leave of Absence purposes provided the employee's earned sick leave credits have been exhausted and approval has been granted by the appropriate College President/Vice Chancellor, or designee.

- 9.2.** The appropriate manager/administrator, working through and with the appropriate college personnel and the Senior Manager for Employee Relations, may (after three [3] consecutive days) require medical certification to confirm illness or absences. Medical certification may also be required through the same channels for other unusual circumstances.

### **9.3. End-of-year reconciliation and reimbursement**

At the end of a calendar year, if an employee has accumulated days of sick leave, but has, during an earlier period of that calendar year, sustained loss of pay due to lack of sick leave credits, he/she will be reimbursed on the last day pay period up to the actual accumulation. This privilege will not carry over to subsequent calendar years.

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

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

sick leave will be canceled upon termination unless otherwise stated in this policy manual.

### **9.3. Payment for Unused Sick Leave at the Time of Retirement or Death**

**9.3.1.** Upon retirement from the District, or death of the employee, payment for unused sick leave will be as follows.

**9.3.2.** The daily earnings of the employee with ten (10) years or more of service will be multiplied by twenty-five percent (25%), not to exceed forty dollars (\$40) per day. This product will then be multiplied by the number of unused sick days to determine the retirement/death benefit payment. The maximum number of accumulated sick days paid will not exceed two hundred (200) days (1600 hours).

**\*Less than twelve (12) month employees will be prorated according to yearly rate of accumulation.**

### **9.4. Bereavement Leave and Catastrophic Illness/Imminent Death Leave**

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

**9.4.2.** Catastrophic Illness and Imminent Death Leave may be used up to but not in excess of five (5) working days (40 hours), due to the Catastrophic Illness/Imminent Death of an employee's spouse/partner or family member of the employee or employee's spouse as follows: father, mother, stepfather, stepmother, grandfather, grandmother, child (including those under employee's legal guardianship), stepchild, foster child, brother, sister, grandchild, or in-laws in any one incident. Catastrophic Illness is defined as a sudden illness/injury that is seriously incapacitating such as those that have the potential for permanent disability or extensive hospitalization/confinement or death and requires immediate action. (Catastrophic Illness/Imminent Death is a paid leave separate from any other leave and not chargeable to FMLA)

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

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

### **9.5. Personal Time**

Personal leave, not to exceed 4 days (32 hours for regular employees, 24 hours for teaching faculty, and 28 hours for service faculty) per year (non cumulative), may be granted for a legal, professional, emergency, religious, or other unique activity which can be accomplished only on the day involved. Examples may include assisting a

relative in an emergency situation, an appointment with a professional, a funeral, etc. Personal time does not need to be pre-approved. As much advance notice as possible should be given for scheduling purposes. Personal time is not to be used routinely to come in late or leave early from work. Personal leave will be charged to the employee's sick leave.

## **10. VACATION**

- 10.1.** Vacation benefits shall be accrued at the rate of 6.16 hours per pay period for a total of one hundred sixty (160) hours per calendar year. Employees assigned less than twelve (12) months, or fewer than forty (40) hours per week, will have their vacation benefits prorated. Vacation benefits for a given calendar year must be taken no later than December 31 of the following calendar year. No vacation accrual will be extended beyond December 31.
- 10.2.** An employee may bank six (6) days (48 hours) per year of his/her accumulated vacation. The total number of days to be banked may not exceed sixty (60) days (480 hours) over and above his/her regular vacation benefit.
- 10.3.** Employees are encouraged to take vacation. In planning for vacation, employees are expected to make a reasonable effort to plan their vacations at other than peak times. Should the employee request vacation at a peak time or other time not acceptable to meet the needs of the department, the supervisor should work with the employee to identify alternative options.
- 10.4.** Unused vacation time (to include banked vacation time) due an employee may be used at his/her option for sick leave/Industrial Leave of Absence purposes provided the employee's earned sick leave credits have been exhausted and approval has been granted by the appropriate College President/Vice Chancellor, or designee.
- 10.5.** An employee covered by this agreement will have his/her final pay adjusted to reflect payment for any unused accumulated vacation at the time of separation.
- 10.6.** Death In the event of an employee's death, the employee's beneficiary/legal heir(s) will be entitled to the following:
  - 10.6.1.** Any unpaid compensation due to the employee.
  - 10.6.2.** Any earned but unused vacation time pay (to include banked vacation) due to the employee.
  - 10.6.3.** Any pertinent benefits accrued to the employee as a result of participation in the Maricopa Community Colleges Flexible Benefits Plan (except as expressly excluded [e.g. unused time accrued] or as expressly stated [life insurance]).

## **11. EMPLOYEE BENEFIT PROGRAM**

- 11.1.** **Flexible Benefits – refer to:**  
<http://www.maricopa.edu/employees/divisions/hr/benefits/coverage/credits> (for flex credits and rate table)  
<http://www.maricopa.edu/employees/divisions/hr/benefits/coverage> (for general information)

**12. TUITION WAIVERS**

**12.1.** In accordance with the All Employee Group Manual, MAT employees and their families will be eligible for tuition waiver educational assistance.

**13. LEAVES OF ABSENCE**

**13.1. Family and Medical Leave – refer to:**  
<http://www.maricopa.edu/employees/divisions/hr/benefits/leaves>

The leave may be a paid or unpaid leave based upon the employee's accrued time available. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued leave will cease when the employee goes into an unpaid status but previously earned benefits will be held in suspense for the employee. Upon return from FMLA leave, an employee is entitled to be returned to the position the employee held when leave commenced, or to an equivalent position. The District will continue to pay the flexible benefits for the insurance coverage selected by the employee during the Family and Medical Leave.

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

**13.2. Leave of Absence for Medical or Personal Reasons**

A leave of absence for medical or personal reasons may be requested in up to 6 months increments and must be approved by the appropriate supervisor, College President/Vice Chancellor with the concurrence of the Vice Chancellor for Human Resources or designee. Accumulation of accrued time will continue while the employee remains in a paid status via sick or vacation leave balances. In case of personal leave for medical reason, a physician statement, acceptable to the appropriate Human Resources staff, must be received. Accumulation of accrued time will cease when the employee goes into an unpaid status. An employee who is granted an approved leave under this section will return to the position that he/she left, or one of equal grade. Failure to return from an approved leave will result in automatic termination.

**13.3. Insurance Coverage During Leaves**

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

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

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

\*includes FMLA

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

The District will continue to pay the flexible benefits for the insurance coverage for the first twenty-four (24) weeks in a 12 month period. After

twenty-four (24) weeks, the employee may continue to pay for the insurance coverage selected during the approved leave of absence.

## **14. PROFESSIONAL GROWTH/SABBATICAL LEAVE**

### **14.1. MAT Professional Growth Committee**

The MAT employee group shall provide for the formation of a MAT Professional Growth Committee composed of at least three (3) MAT Executive Council members, one of whom will serve as chair. This committee shall have the responsibility of determining (with the approval of the MAT Executive Council) eligibility and funding guidelines; and administering professional growth and sabbatical leave programs, in harmony with existing District policies and procedures. Only employees who are covered by the provisions of this manual (section 1.3.) shall be eligible for MAT Professional Growth funds.

### **14.2. Professional Growth Funds**

Professional Growth funds are designed to provide the employee with the opportunity to participate in seminars and workshops, or to complete special projects. Professional Growth funds will be used to cover travel, registration, tuition reimbursement, and related expenses that are associated with the activity. Professional Growth funds will not be used to support a replacement staff member during the employee's absence.

### **14.3. Sabbatical Leaves**

Sabbatical Leaves are designed to provide the employee with the opportunity to participate in intensive activities designed to expand the employee's existing skills or to provide new skills. Therefore, Sabbatical Leave funds are to be used to support the employment of a replacement of an employee during the employee's absence. Sabbatical funds are not to be used for the cost of educational expenses such as travel, registration, tuition, books, or supplies.

### **14.4. Eligibility**

**14.4.1.** An employee shall not receive both Sabbatical Leave and Professional Growth funds for the same activity.

**14.4.2.** To be eligible for a leave of one (1) to four (4) months, the employee must have worked for the District as a Regular Board approved MAT employee as described in Section 1.3. of this manual a minimum of four (4) consecutive years from date of hire, or

**14.4.3.** To be eligible for a leave of one (1) to five (5) months, the employee must have worked for the District as a Regular Board approved MAT employee as described in Section 1.3. of this manual a minimum of five (5) consecutive years from date of hire, or

**14.4.4.** For a six (6) month leave, the employee must have worked for the District as a Regular Board approved MAT employee as described in Section 1.3. of this manual a minimum of six (6) consecutive years from date of hire.

### **14.5. Implementation**

An applicant must apply in writing through his/her immediate supervisor to the MAT Professional Growth Committee. The Committee will transmit MAT Sabbatical Leave recommendations to the Vice Chancellor for Human Resources or designee for verification of employment conditions.

**14.6. Funding**

**14.6.1.** For 2011-2012, the Professional Growth Fund will be \$814,401.

**14.6.2.** The funds for Sabbatical Leaves and Professional Growth, will be budgeted in the same line item (Professional Growth Fund) and may, upon the recommendation of the MAT Professional Growth Committee, be used interchangeably.

**14.7. Compensation**

An employee on Sabbatical Leave will continue to be compensated at his/her base salary. The amount of compensation may be reduced should the recipient receive remuneration from any other source during the period of said leave. Such reduction will be determined by the Vice Chancellor for Human Resources or designee and approved by the Governing Board.

**14.8. Return From Sabbatical Leave**

Time spent on Sabbatical Leave will be considered as regular service but will not count toward time and service should the individual apply for an additional Sabbatical Leave. An employee returning to the District following a Sabbatical Leave will return either to the same position or to one of equal or greater rank or to a position agreed to prior to the leave.

**14.9. Additional Sabbatical Leave Conditions**

**14.9.1.** The recipient will be required to sign a note for the Sabbatical Leave salary. This note will be forgiven at the rate of one-half (1/2) year for each year of District service or like proportions for lesser periods of leave time following the leave.

**14.9.2.** The Professional Growth Committee will establish due dates for sabbatical leave requests. All requests for Sabbatical Leaves must be submitted at least six (6) months in advance of the effective date of the leave. The Professional Growth Committee may make exceptions to the six (6) month policy if/when additional funds are made available for sabbatical leaves.

**14.9.3.** The application for the Sabbatical Leave must be accompanied by a statement of a well-considered plan, which includes its significance as a contribution to the professional effectiveness of the employee and the best interest of the District.

**14.10. Reporting Requirement**

At the conclusion of the Sabbatical, the employee is required to submit a report of the work accomplished during the leave and indicate how he/she believes that the experience improved his/her capacity to serve the District.

**14.11. Insurance Coverage**

Subject to and consistent with the Flexible Benefits Program selected benefits, coverage will be continued during the Sabbatical Leave. In addition, retirement contributions, disability protection, and sick leave benefit plans will continue during the Sabbatical Growth Leave.

## **15. MAT PERFORMANCE PLAN**

- 15.1** The MAT Performance Plan is an interactive, competency-based model with realistic measurements to foster employee relations and focus on achieving superior performance which will be administered annually in a manner prescribed by the Vice Chancellor of Human Resources.
- 15.2** MAT employees will receive a MAT Performance Plan using the online E-Performance tool in the Human Resource Management System (HRMS). The tool promotes engagement between Supervisor and Employee throughout the year.
- 15.3** See (<http://www.maricopa.edu/employees/divisions/hr/managing/performance>) for the steps involved in the MAT Performance Plan process.

## **16. CORRECTIVE ACTION**

### **16.1. Corrective Action**

Corrective action is a formal process that a supervisor may use to assist an employee in developing and/or improving a desired skill set, job performance and/or conduct.

The purpose of corrective action is to develop a desired skill set, improve job performance and/or conduct through the development, implementation, and evaluation of a professional development plan when discussions between an immediate supervisor and employee have failed to improve performance/behavior.

Deficiencies in job performance and/or conduct recognized by a supervisor shall be documented (i.e. letter of concern or reprimand) and given to the employee. A plan of corrective action shall be developed jointly. Upon completion of the plan, job performance and/or conduct relative to the documented deficiency (ies) shall be evaluated. If satisfactory performance or conduct is achieved, the process is concluded. However, if the employee evaluation yields unsatisfactory results, the immediate supervisor may create a revised corrective action plan and repeat the process, or the immediate supervisor may proceed with disciplinary action or dismissal process.

Corrective action procedures and forms are available through the Maricopa County Community College District Human Resource Department.

Modifications to corrective action procedures may occur when agreement is reached between the MAT Executive Council and the Vice Chancellor for Human Resources or designee.

## **17. ADMINISTRATIVE LEAVE**

- 17.1.** MAT employees (grades 20–21) will become eligible for a two (2) consecutive month Administrative Leave after four (4) consecutive years of service to the District in a MAT position (grades 20-21). Such leave is to be approved and recommended by the appropriate College President/Vice Chancellor.
- 17.2.** Additional costs to the District/College shall not accrue for the replacement of personnel for individuals granted such a leave.
- 17.3.** As the purpose of an Administrative Leave is primarily that of relieving the administrator of the pressure of full-time duties. Any employment which might detract from this purpose is prohibited.
- 17.4.** A MAT employee's administrative leave shall be approved only if the employee reasonably anticipates that full-time employment with the District will continue in excess of twelve months following the employee's return from leave; however, upon a showing of good cause, the College President/Vice Chancellor may waive this requirement. A MAT employee's administrative leave may be deferred to a later date if the College President/Vice Chancellor determines that such deferment is essential to the efficient operations of the institution.

## **18. VOLUNTARY TRANSFER**

- 18.1.** An employee may transfer between the various colleges/centers or between the colleges/centers and the District Support Services Center. Such transfers will be initiated at the request of the employee, and will have the approval of both the sending and receiving College President/Vice Chancellor.
- 18.2.** If two board approved MAT employees who are currently working at the same grade, title, and an equal amount of employment hours (i.e. both at 1.00 FTE, 0.75 FTE 0.50 FTE, etc.) would like to exchange positions, and each of the employees meet the minimum qualifications for the proposed exchanged positions, then, if agreed to by the supervisors, the employees will be interviewed for the proposed exchanged positions. If both supervisors approve, then each employee can be temporarily reassigned for a period not to exceed ninety (90) days. Upon completion of the Temporary Reassignment period, the employees may be permanently reassigned to the exchanged position without a probationary period providing all parties agree. Otherwise, both employees will return to their original positions. This decision is final and may not be appealed or grieved and documentation is not required.
- 18.3.** An employee who is currently under disciplinary action is not eligible for a Campus/Unit Exchange.
- 18.4.** Final approval for permanent reassignment will be determined by the College President/Vice Chancellor or designee.

## **19. REASSIGNMENTS**

### **19.1. Reassignments**

An employee may be reassigned to a different position at any college/center or the District Support Services Center. Such reassignment will be initiated by the appropriate College President/Vice Chancellor or the employee. As per Section 23, an employee who initiates a job change voluntarily (employee – initiated) and is promoted or transfers to another MAT position, is required to serve a new probationary period. As per Section 23, an employee who is involuntarily reassigned (administration – initiated)



to another position (including reorganizations) will not be required to serve a new probationary period. Involuntary reassignments must be documented.

- 19.1.1.** Reassignment of a MAT employee to a position at the same grade will involve no change in the employee's salary placement.
  - 19.1.2.** Reassignment of a MAT employee to a position at a higher grade will cause the employee's salary to be increased commensurate with the higher grade immediately upon assumption of the new duties. The employee shall be granted all rights granted to external candidates in the course of establishing hiring terms, conditions, and salary placement. Salary placement shall be at a step in the new grade not less than a ten percent (10%) increase over the employee's current salary and/or at a step commensurate to education and experience not to exceed step 4, whichever is greater.
  - 19.1.3.** An administration – initiated (involuntary) reassignment of a MAT employee to a position at a lower grade will cause the employee to retain his/her former salary grade placement for the remainder of the fiscal year in which the reassignment is effective. Should the reassignment be approved after February 15, the employee shall retain his/her former grade (salary) through the subsequent fiscal year.
  - 19.1.4.** If the reassignment to a lower grade is initiated by the employee (voluntary), the employee will be placed on the salary schedule at the lower grade closest to the employee's current salary.
  - 19.1.5.** MAT employees may be permanently reassigned to a specially funded position or "acting" status within their college/District Office unit. In the case of specially funded employees, if the program is eliminated or funding is no longer available, they will have reversion rights to a MAT position equivalent to what they held at the time of the reassignment within their college/District Office unit. MAT employees may be permanently reassigned to a specially funded position at another college/District Office unit. If the program is eliminated or funding is no longer available, they will have reversion rights to a MAT position equivalent to what they held at the time of the reassignment at either the sending or receiving college/District unit. Such assignments are to be determined by the appropriate College Presidents/Vice Chancellors.
  - 19.1.6.** A MAT employee may be reassigned to faculty status providing he/she has certification in the appropriate area and providing he/she currently meets, or during his/her employment previously met, District hiring qualifications. The MAT employee shall be given year-for-year credit for full-time teaching and administrative experience in the Maricopa County Community College District, as well as academic preparation, when placed on the faculty schedule.
  - 19.1.7.** All MAT employees will receive notification of faculty vacancies in the same manner and at the same time as those notices are forwarded to the Faculty Association.
- 19.2.** The Vice Chancellor of Human Resources or designee shall be responsible for notifying the employee at least ten (10) working days prior to involuntary reassignment.

**19.3.** The MAT employee who is involuntarily reassigned will receive a written rationale from District Human Resources for the involuntary reassignment that documents campus or District need at least (10) working days prior to the involuntary reassignment.

**19.4. Temporary Reassignments**

A MAT employee may voluntarily be re-assigned temporarily to a different position on either a one-semester-only (OSO) or one-year-only (OYO) basis with the consent of both the employee's immediate supervisor and the immediate supervisor under the proposed re-assigned position. A temporary reassignment does not require a probationary period. If the temporary reassignment is to another MAT position, the employee shall retain status as a MAT employee and continue to be covered by the policy manual. The employee shall have reversion rights to the employee's previous MAT position at the conclusion of service in the temporary re-assignment. The temporary assignment may be extended upon the written agreement of the MAT employee and both of the aforementioned supervisors. If the temporary assignment is so extended, the reversion rights as provided herein shall automatically be extended as well. The employee shall be granted all rights granted to external candidates in the course of establishing hiring terms, conditions, and salary placement. Salary placement shall be at a step in the new grade not less than a ten percent (10%) increase over the employee's current salary or at a step commensurate to education and experience, whichever is greater.

**20. RECLASSIFICATION**

**20.1.** The District has a classification process by which all regular full-time employees (except faculty) are assigned to a job title and grade. MAT employees are entitled to request reclassification if they believe that they are inappropriately placed. If that request does not result in placement to a higher grade, the employee will retain his/her current title and grade. If a reclassification request is sustained, salary increase will be retroactive to the first day of the pay period following submission of the written request to the immediate supervisor.

**20.2.** This article is not subject to the grievance procedure contained in this policy manual.

**21. WORK WEEK**

**21.1.** MAT employees are expected to adhere to a minimum of a forty (40) hour work week.

**21.2. Flex Schedule**

Employees shall be able to modify the workday, to include telecommuting, with supervisor approval without loss of leave time, provided the work week is fulfilled as outlined for exempt employees in the Fair Labor Standards Act.

**22. RESOLUTION OF NON-POLICY ISSUES**

**22.1.** In the event of a perceived inequity of a circumstance that is not covered either by this policy manual or Board policy, an employee shall have the right to take the matter directly to his/her College President/Vice Chancellor within fifteen (15) working days of the event of the perceived inequity or circumstance. The employee may be accompanied by a representative of his/her choice. Where appropriate, either party may request that the Vice Chancellor of Human Resources or designee be used as a resource for attempting to resolve the issue(s). Within fifteen (15) working days of the meeting, the College President/Vice Chancellor, after careful investigation of the problem, will advise the employee in writing of his/her decision. If the decision is not satisfactory, the employee may, within five (5) workdays, elevate the issue to the

Chancellor for review and decision. The Chancellor will render a decision within (30) workdays after receipt. The decision of the Chancellor will be final and binding.

**22.2. Mediation**

At any point during the resolution process described in Section 22, a request for professional, certified mediators may be submitted in writing to the Vice Chancellor of Human Resources or designee. Mediation shall be provided at no cost to the employee. Both parties must agree to the mediation as well as the mediator. It is recommended that the feasibility of mediation be reviewed with the MAT Executive Council Grievance Committee by the employee prior to requesting mediation. Neither party shall discuss any items of the mediation with the mediator prior to the first mediation session. The outcomes or recommendations from mediation shall be provided to Employee Relations and all parties involved. In the event any party involved does not adhere to the agreed upon resolution, a Grievance can be filed in accordance with Section 24.

- 22.3.** No adverse personnel action shall be taken against any employee, representative, or other participant in the Resolution of Non-Policy Issues process (including Mediation) by reason of such participation.

An adverse personnel action under this policy is defined in Section 1.2.4.1.

**23. PROBATION, DISMISSAL AND WORKFORCE REDUCTIONS**

**23.1 Probation**

The probationary period for MAT employees begins the first day worked following Governing Board approval. During the probationary period, an employee will not incur any property rights to his/her continued employment and may be dismissed at any time. Employees dismissed during the probationary period are not entitled to a due process hearing under Section 23.2, or the grievance procedure under Section 24.

- 23.1.1** New MAT employees will be considered to be in probationary status until they have completed six (6) months of employment after Governing Board approval.
- 23.1.2.** A new probationary period of three (3) months is required any time a MAT employee initiates a job change and promotes or transfers to another MAT position or changes policy groups.
- 23.1.3.** If an employee from another policy group is voluntarily or administratively reassigned due to reorganization, the employee will need to serve a new probationary period of six (6) months.
- 23.1.4.** A new probationary period is not required when a current MAT employee is reassigned as a result of an administrative reassignment or reorganization.
- 23.1.5.** Probationary employees who are being recommended for termination will be so notified in writing (via US postal Service certified or registered mail, by courier, or by personal service) at least fourteen (14) calendar days prior to Governing Board action by the Vice Chancellor of Human Resources or designee. Subsequent to Governing Board action, the probationary employee will be sent notification in writing by the above described means by the Vice Chancellor of Human Resources or designee within three (3) working days of the action.
- 23.1.6.** Upon completion of the probationary period, the MAT employee retains rights from the first date of hire or as per Governing Board approval.

## **23.2. Dismissal**

Upon the recommendation of the Chancellor and approval by the Governing Board, a MAT employee may be dismissed for cause. The employee shall have access to the following due-process procedures.

- 23.2.1.** A written statement of charges, formulated by the college president or appropriate vice chancellor, shall be forwarded to the Chancellor. After review of the charges, the Chancellor may recommend to the Governing Board that good cause exists for the dismissal of the MAT employee. The Chancellor shall simultaneously advise both the Governing Board and the MAT employee, in writing, with a copy of the recommendation. This written notice shall be sent via U.S. Postal Service certified or registered mail to the MAT employee at his/her place of residence as recorded in the District records. The Chancellor's recommendation will give notice to both the Governing Board and the MAT employee of his/her intention to recommend that dismissal take place not sooner than thirty (30) calendar days from the date of the letter.
- 23.2.2.** A written statement of charges specifying in detail the basis for the dismissal recommendation shall be provided to the Governing Board and the MAT employee as an attachment to the notification outlined in the preceding paragraph. The statement of charges shall, if applicable, state the statutes, rules, or written objectives of the District that the MAT employee is alleged to have violated. The statement of charges shall be of such specificity that the MAT employee will be able to prepare a defense based on the statement.
- 23.2.3.** The MAT employee shall have the right to a hearing by filing a written request with the Vice Chancellor for Human Resources or designee within five (5) working days after being served with a notice of intent to dismiss. The filing of a timely request shall suspend the dismissal procedure, pending the completion of the hearing.
- 23.2.4.** Upon a request for a hearing, a hearing committee shall be constituted by the Chancellor or his/her designee within ten (10) working days. The committee shall be made up of three (3) members. The charged MAT employee shall select a MAT employee of his/her choosing. Another committee member shall be a MAT employee selected by the MAT Executive Council President or his/her designee. These two (2) committee members will approve of the third member named by the Chancellor or his/her designee. The third member shall be a College President or Vice Chancellor from a college or area other than the one in which the charged MAT employee works. In the event a decision cannot be jointly reached on the third member, the MAT Executive Council President will then be included in the decision making process. The employee subject to dismissal may attend the hearing; present any testimony, evidence, or oral and written statements in his/her behalf; cross-examine witnesses; and be represented by Legal Counsel and/or a non-lawyer personal representative.
- 23.2.5.** The hearing committee shall conduct the hearing no later than twenty (20) working days after the appointment of the committee. The hearing committee findings and conclusions shall be completed with ten (10) working days.

- 23.2.6.** Within five (5) working days after completion of the hearing, the hearing committee shall render written findings of fact and conclusions of law and forward same with its recommendation regarding retention or dismissal to the Chancellor.
- 23.2.7.** Within fifteen (15) working days, the Chancellor will review the hearing committee's findings, conclusions, and recommendation. The Chancellor will make his/her own recommendation to the Governing Board and forward same with a copy of the findings of fact, conclusions of law, and recommendation to the Governing Board. The Governing Board shall render the final decision for retention or dismissal. A copy of the final decision shall be sent via U.S. Postal Service certified or registered mail within twenty-four (24) hours to the MAT employee at his/her place of residence as recorded in the District records.
- 23.2.8.** The time limits in this section may be extended only by the mutual written agreement of the parties or as the result of unforeseeable circumstances.
- 23.2.9.** No adverse personnel action shall be taken against any employee, representative, or other participant in the Hearing.
- 23.2.10.** The pay of the employee shall continue during the Hearing Process and not end prior to the date of the decision of the Governing Board.

### **23.3. Workforce Reductions**

- 23.3.1.** MAT employees who have completed the probationary period may be released upon the Chancellor's recommendation and action of the Governing Board. The Chancellor will send notice of his/her intent to recommend release to the MAT employee (via US Postal Service certified or registered mail, by courier, or by personal service) prior to Governing Board action. The Governing Board must approve release recommendations on or before December 15, otherwise an employee will be deemed to be rehired for the subsequent fiscal year. Release of a MAT employee who has completed his/her probationary period may only be for purposes of meeting budget requirements or requirements imposed by approved re-organizational plans. (Approved re-organizational plans must have been reviewed and authorized by the Vice Chancellor of Human Resources or designee and/or the Chancellor.) The MAT Executive Council may request of the Vice Chancellor of Human Resources or designee, a copy of the approved re-organizational plan in order to assist those MAT employees who may be affected by the reorganization.
- 23.3.2.** Within twenty (20) working days following the Governing Board approval of release for issues such as budget or reorganization, the District will begin a placement process to assist the employee to find another assignment. This process will continue during the balance of the fiscal year in which the employee is notified of release. This process will include, but not be limited to:
- advising the employee of steps that will be taken in identifying an available assignment;
  - notifying the employee of any open MCCCDC or external positions;
  - if possible, providing opportunity for employee to retrain/re-career

The objective is to find an assignment for the employee commensurate with his/her training and experience. Should the District be unsuccessful in this attempt, the District will provide (commencing approximately sixty [60] working days prior to release outplacement service at no cost to the employee.

## **24. GRIEVANCE PROCEDURE**

### **24.1. Definitions**

- 24.1.1.** A grievance is an informal or formal allegation by a grievant that he/she has been adversely affected by a violation of a specific provision of this policy manual or Board policy. However, if the grievant believes he or she has been subject to an adverse employment action (i.e. termination, demotion, involuntary transfer) based on race, age, gender, disability, etc., the matter should be referred to Maricopa County Community College District EEO Office.
- 24.1.2.** A grievant is the person or persons making the claim of a policy violation.
- 24.1.3.** Interested party(ies) is the person or persons presenting the grievance or any person who might be required to take action, or against whom action might be taken in order to resolve the grievance.
- 24.1.4.** Working days are normal business days of the college or district office.
- 24.1.5.** Designee is a person appointed by another to act on their behalf.

### **24.2. Informal Resolution of Policy Concerns**

- 24.2.1.** It is the responsibility of the grievant who believes that he/she has been adversely affected by violation(s) of specific provision(s) of this policy manual or Board policy to promptly inform and discuss with his/her immediate supervisor, and in good faith endeavor to resolve the matter expeditiously and informally at the employee-supervisor level. The immediate supervisor shall respond to the grievance request within ten (10) working days unless the employee agrees to an extended period to allow the supervisor additional time for investigation and follow up.
- 24.2.2.** If such informal discussion does not resolve the problem to the grievant's satisfaction, the grievant may file a grievance in accordance with the procedures in Section 24.3.
- 24.2.3.** No adverse personnel action shall be taken against any employee, representative, or other participant in the Informal Resolution process by reason of such participation.

An adverse personnel action under this policy is defined in Section 1.2.4.1.

### **24.3. Formal Procedure**

#### **24.3.1. Step One: Formal—Immediate Supervisor**

Within fifteen (15) working days of the informal response by the immediate supervisor, the grievant, either individually or accompanied by a representative, will present the grievance, in writing, to his/her immediate supervisor. Within seven (7) working days after the presentation of the grievance, the immediate supervisor(s) will render a decision, in writing, to the grievant unless the party(ies) agree to an extension. (If the grievance

is against a person identified in any of the formal steps of the grievance ladder, this process may, if the grievant chooses, begin, for that grievant, at the next higher level.)

**24.3.2. Step Two: College President/Vice Chancellor (or designee)**

**24.3.2.1.** If the grievant is not satisfied with the disposition of the grievance or if no decision has been rendered within twenty (20) working days after submission to the immediate supervisor and no time extension has been agreed to by the party(ies), the employee may, within ten (10) working days, appeal in writing to the appropriate College President/Vice Chancellor or designee. A meeting, which will include the College President/Vice Chancellor or designee, the grievant, party(ies) in interest, grievant's immediate supervisor, and a representative of the employee's choosing shall take place within ten (10) working days of the time that the request is received in the College President/Vice Chancellor's or designee's office unless otherwise agreed.

**24.3.2.2.** Within ten (10) working days after the meeting, the appropriate College President/Vice Chancellor or designee will render a written decision, which will be delivered via U. S. Postal Service certified or registered mail, or by personal service to the grievant.

**24.3.3. Step Three: Vice Chancellor Human Resources (or designee)**

**24.3.3.1.** If the Vice Chancellor of Human Resources was the recipient of the grievance at step two (2), a designated Vice Chancellor shall assume the responsibility for this level of the grievance process.

If necessary, a meeting which may include the Vice Chancellor of Human Resources or the selected college president/vice chancellor or designee, the grievant, party(ies) in interest, grievant's immediate supervisor, and a representative of the employee's choosing shall take place within twenty (20) working days of the time that the request is received in the college president/vice chancellor or designee's office, unless otherwise agreed.

Within fifteen (15) working days after the presentation of the grievance, the Vice Chancellor of Human Resources or the selected college president/vice chancellor or designee will render a decision, in writing, to the grievant unless the employee agrees to an extended period to allow for additional investigation and follow up.

**24.3.3.2.** If the grievant is not satisfied with the disposition of the grievance at Step 3, the employee may, within fifteen (15) working days appeal in writing to the Chancellor.

**24.3.4. Step Four: Chancellor**

If the grievant is not satisfied with the disposition of the grievance at Step 3, the employee may, within ten (10) working days, appeal to the Chancellor. It will be in writing and accompanied by a copy of the written

grievance which was filed at Step One, and also a copy of the written decisions at Step Two and Step Three. Not later than ten (10) working days after receipt of the appeal, the Chancellor or designee(s) will investigate and meet with the grievant and/or grievant's representative to discuss the facts relevant to the grievance and reasons for requested relief on the grievance. In the event the Chancellor must appoint a designee, this designee will be an employee who has had no previous involvement in this case. At the request of the grievant, representatives who participated in previous steps may attend the meeting. Within fifteen (15) working days after the meeting and any additional time agreed by the grievant and the college president/vice chancellor or designee to allow for follow-up investigation and drafting of the recommendation, the Chancellor shall render a decision in writing, delivered via U.S. Postal Service certified or registered mail, or by personal service to the grievant.

#### **24.3.5. Step Five: Governing Board**

Within fifteen (15) working days after receiving the decision of the Chancellor, and if the grievance is appropriate for the Governing Board, an appeal of the decision may be made by the grievant and his/her representative to the Governing Board President. It will be in writing and accompanied by copies of all materials considered in the previous steps. Within two (2) board meetings after receipt of the appeal, the Governing Board may grant or refuse a meeting with the grievant and representative. If the Governing Board grants a meeting, the grievance will be heard with both parties in attendance. The meeting will not be a formal hearing and will be structured according to Board policy. The grievant and his/her representative will be provided with all relevant procedures at least two (2) working days in advance. A decision of the Board will be rendered within five (5) working days after the meeting and shall be final and binding on the District and the employee(s) involved, for the duration of this document and subject to the limitations specified in this document.

#### **24.3.6. Additional Grievance Items**

- 24.3.6.1.** Once a grievance is initially presented, an employee may not present new allegations at a subsequent step.
- 24.3.6.2.** Meetings held under this procedure shall be conducted at a mutually agreed upon time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. In the event a grievance is filed that pertains to an employee, that employee will be notified and receive a copy of the grievance within five (5) working days.
- 24.3.6.3.** Time limits provided in this procedure may be extended by mutual agreement.
- 24.3.6.4.** Probationary employees are not permitted to use the Grievance Procedure.
- 24.3.6.5.** The Grievance Procedure established here does not preclude any external remedies available to the employee.
- 24.3.6.6.** No adverse personnel action shall be taken against any grievant, representative, or other participant in the grievance



procedure by reason of the initiation or participation in the grievance process, directly or indirectly.

An adverse personnel action under this policy is defined in Section 1.2.4.1.

- 24.3.6.7.** Documents, communications, and other records dealing with the processing of a grievance shall be filed in a separate grievance file in the office of the Vice Chancellor of Human Resources and shall not be kept in the personnel file of any participant. A party to the grievance shall have access to the grievance file.

## **25. EFFECTIVE DATE**

The effective date for budget amounts for professional growth, salary schedules and benefits became effective July 1, 2011. The provisions of this 2011-2012 manual for policy language changes shall become effective July 1, 2011 and shall remain in effect until specifically changed through ratification by the MAT employees and approval of the Governing Board. Once such policy manual is approved, the Vice Chancellor for Human Resources shall designate the location of the official policy manual document. Updates to the document as provided below shall be made within thirty (30) business days of ratification by the Governing Board.

## **26. POLICY REVISION AND INTERPRETATION**

The Vice Chancellor of Human Resources or designee and a representative MAT Policy Development Committee designated by the MAT Executive Council agree to meet as necessary or at the request of either Party at any time for the purpose of establishing, interpreting or revising policies contained within this document. At any such meeting, the parties may bring forward suggested changes or revisions. If mutual agreement is reached among the parties, such changes or revisions shall be presented in written format and be subject to ratification by the MAT Association and approval of the Governing Board.

## **27. MANDATORY REVIEW PERIOD**

Whether or not either Party requests a meeting as designated in Section 26, beginning January 1, 2004 and occurring each two years thereafter, both parties shall meet and review the policy manual for any necessary changes or revisions within the first four months of the year. Any mutually agreed upon changes or revisions shall be submitted and subject to approval as outlined in Section 26. Approved changes will become effective on July 1 of the same year.

## **28. SEPARABILITY**

In the event that any portion of a policy shall be declared invalid by any court of competent jurisdiction, such decisions shall not invalidate the entire policy or manual, it being the express intention of all parties that all other provisions not declared invalid shall remain in full force and effect.

## **29. PERSONNEL RIGHTS – PERSONNEL FILES**

- 29.1.** The District will maintain the official personnel file which will contain all materials relevant to the employee's employment and will be the sole repository of such materials with the exception of a College file. The College file will contain only duplicated materials from the official District personnel file that are required for administrative purposes. Each file will have attached a record for notation of names, dates, and purposes of persons reviewing the files for other than routine file maintenance. Both files will be secured, and only authorized personnel will be permitted to view them.
- 29.2.** An employee will have the right to:
- 29.2.1.** Review the complete contents of his/her file(s) upon request.
  - 29.2.2.** Receive a copy of any documentation/information placed therein.
  - 29.2.3.** Submit a written response to be included in his/her personnel file whenever information is placed in the file(s).