

PIMA COUNTY PERSONNEL POLICIES

Policy 8-100

- A. Applicability. Unless otherwise stated herein, the Personnel Policies shall apply to all positions and employees in service within the Company.
- B. Definitions. Unless otherwise stated herein, the terms used in these Policies are defined as set forth in below:

Policy 8-101

- A. Definitions
 - 1. “Relative” means the spouse or domestic partner, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother or sister of the whole or half blood or child of a spouse or domestic partner.
- B.
 - 1. Relatives shall not be employed in positions where one is in a supervisory chain of the other.
 - 2. Relatives shall not be employed in the same department when the Company determines that safety, efficiency, morale, or administration of the department’s operation is adversely affected.
 - 3. Employees who become relatives after appointment shall not continue to be employed in violation of this Policy. One of the two employees must be appointed to an appropriate vacancy in another department or resign. If no resolution has been reached within six (6) months, the Company shall determine which employee is to be affected or involuntarily terminated.

Policy 8-102

- A. Definitions
 - 1. “Premium pay” means compensation in addition to an employee’s normal pay and includes the following: overtime pay, compensatory time, callback pay,

on-call pay, holiday pay, shift differential pay, special assignment pay, and medical services pay.

2. "Overtime" means time worked in excess of forty (40) hours per work week, unless a different definition is required by law. For purposes of computing overtime hours, in addition to hours worked, annual leave and compensatory time used shall be included. Sick leave, bereavement leave, and administrative leave do not count as hours worked for the purpose of computing overtime. The holiday benefit is to be included as time worked only if it is part of the normally scheduled work week.
3. "Compensatory time" means earned time recorded on an employee's pay record in lieu of overtime pay.
4. "Work week" means seven (7) consecutive twenty-four (24) hour periods. Work weeks shall begin at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday, unless otherwise designated by the Company.
5. "Holiday benefit" means up to eight (8) hours paid compensation for time off in recognition of each Company holiday.

B. Exclusions from Premium Pay. Management personnel are not eligible for premium pay except that all employees shall receive the holiday benefit as provided herein.

C. Overtime

1. An employee eligible for overtime shall be compensated for overtime hours worked by either one of the following methods, at the discretion of the Company:
 - a. By payment at one and one-half (1½) times the employee's current hourly rate;
 - b. By compensatory time at a rate of one and one half (1½) hours off for each hour of overtime worked and not paid.
2. Management personnel are not eligible for overtime.
3. Employees shall work overtime only when authorized by a supervisor. Overtime shall be allocated as evenly as possible among all employees qualified to do the work. While preference may be given to those employees who wish to volunteer for the work, all employees are required to work overtime when requested to do so.

4. Compensatory time shall not accumulate in excess of one hundred twenty (120) hours. An employee eligible for overtime who has one hundred twenty (120) hours of accrued compensatory time is to be paid for future authorized overtime worked. If compensatory time is accrued, it cannot be converted back to pay except as provided in the termination policy or other directive from the Company. The Company shall establish procedures for timely usage of compensatory time accrued.
 5. An employee who transfers from one department to another shall retain any accumulated compensatory time. An employee who changes from one employment type to another shall retain any accumulated compensatory time and shall be eligible to use and/or accrue compensatory time in accordance with his/her current employment type.
- D. Callback Pay. An employee eligible for overtime compensation shall be eligible to receive callback pay. An eligible employee who has left a place of work and is called back to work before his/her next regularly scheduled work shift shall receive a minimum of two (2) hours of pay if reporting back to the worksite or a minimum of fifteen (15) minutes of pay for problem resolution by telephone. Callback pay applies in emergency circumstances only. The callback period shall begin when the employee is notified to return to work.
1. The employee must report as soon as possible to the worksite. The callback period ends when the employee completes the job assignment. If the employee's private car is used for transportation in a callback situation, mileage shall be paid at the approved rate. Callbacks shall be allocated as evenly as possible among all employees qualified to do the work. All employees are required to work if called back.
 2. If the employee is able to resolve the problem by telephone and is not required to report to the worksite, he/she shall receive pay for the actual time spent in problem resolution, with fifteen (15) minutes as minimum pay for each telephone call received.
- E. On-Call Pay. An employee eligible for overtime compensation shall be eligible to receive on-call pay. The eligible employee shall be designated by the Company to be on call and available for immediate contact for a specific period of time and particular purpose. Being available for immediate contact through a pager does not constitute on call unless the employee has been designated on call as above. On-call pay shall be paid at

the rate of one dollar and thirty cents (\$1.30) per hour of on-call duty. On-call pay may not be coincident with any other pay except for paid holidays. Location of the employee for on-call duty shall be at the employee's discretion, with the stipulation that immediate contact can be made and that the employee must be able to report fit for duty within one (1) hour, unless other conditions require a shorter period. On-call duty shall be allocated as evenly as possible among all employees qualified to do the work. All employees are required to be on call when requested.

F. Holidays

1. The Company recognizes the following actual holidays:

- (1) January 1 New Year's Day
- (2) Third Monday in January Martin Luther King, Jr., Day
- (3) Third Monday in February Presidents' Day
- (4) Last Monday in May Memorial Day
- (5) July 4 Independence Day
- (6) First Monday in September Labor Day
- (7) Second Monday in October Columbus Day
- (8) November 11 Veterans' Day
- (9) Fourth Thursday in November Thanksgiving Day
- (10) December 25 Christmas Day

Company offices shall be closed on each of the ten (10) actual holidays listed above. If actual holidays 1, 5, 8, or 10 fall on a Sunday, the holiday shall be designated as observed for pay purposes on the following Monday. If actual holidays 1, 5, 8, or 10 fall on a Saturday, the holiday shall be designated as observed for pay purposes on the preceding Friday.

2. If possible all exempt and non-exempt employees, including temporary employees, shall be given time off with pay for each recognized holiday, either on the day the holiday is observed or within the work week in which the holiday falls. Full-time employees shall receive eight (8) hours of time off and variable-time, part-time employees and employees on intermittent or reduced schedule leave under FMLA shall receive a prorated amount of time off based on regular hours paid in the previous pay period or in the same pay period if no

regular hours were paid in the previous pay period. The prorated calculation shall be ten percent (10%) of the regular hours paid. Intermittent employees are not eligible for the holiday benefit, but may receive holiday pay.

3. If an employee eligible for the holiday benefit is required to work on a holiday, and the department is unable to give the employee holiday benefit time off, the employee shall receive the pay he/she would have received for the holiday benefit plus the following holiday pay:

Actual or Observed Holiday - 1½ times regular pay rate for time worked, minimum two (2) hours.

If an employee eligible for the holiday benefit is required to work on a holiday, and the employee receives the holiday benefit time off, he/she shall receive holiday pay for holiday hours worked. At the discretion of the Company, the employee may be granted annual leave or compensatory time off and still remain eligible to receive holiday pay for holiday hours worked. Pursuant to A.2 above, annual leave and compensatory time are included in hours worked for the purpose of computing overtime.

4. If half or more of the hours worked on a shift fall on a holiday, the entire shift shall be paid in accordance with Paragraph 3. above.
5. If mutually agreeable to both the Company and employee, a non-exempt employee eligible for the holiday benefit may be given time in lieu of holiday pay for all hours worked on the holiday. These hours must be used within six (6) months from the time of their accrual or the Company shall invoke its option to pay the employee for the accrued time.
6. An employee eligible for the holiday benefit, who elects to use annual leave, sick leave, or compensatory time to supplement workers' compensation benefits, shall receive a prorated amount of holiday benefit based on the number of accrued leave or compensatory time hours used in the same pay period.
7. An employee eligible for the holiday benefit, who works modified duty and is also compensated by workers' compensation benefits, shall receive a prorated amount of holiday benefit based on the number of hours paid in the same pay period.
8. An employee eligible for the holiday benefit, who is on an approved medical leave of absence without pay, and who chooses to use his/her accrued sick or annual

leave, or compensatory time, in addition to leave without pay, shall receive a prorated amount of holiday benefit hours based on regular hours paid in the previous pay period or in the same pay period if no regular hours were paid in the previous pay period. Donated hours and/or unpaid hours will not be calculated nor applied for these purposes.

9. An employee eligible for the holiday benefit, who is on an approved leave of absence under the Family and Medical Leave Act, and who chooses to use his/her accrued sick or annual leave, or compensatory time, in addition to leave without pay, shall receive a prorated amount of holiday benefit based on regular hours paid in the previous pay period or in the same pay period if no regular hours were paid in the previous pay period. Donated hours and/or unpaid hours will not be calculated nor applied for these purposes.

G. Shift Differential Pay

1. Definitions

- a. "Day shift" means a work shift in which more than half of the scheduled hours fall between 8 a.m. and 5 p.m.
- b. "Evening shift" means a work shift in which more than half of the scheduled hours fall between 5 p.m. and midnight.
- c. "Night shift" means a work shift in which more than half of the scheduled hours fall between midnight and 8 a.m.

2. An employee who works an evening or night shift shall be eligible to receive shift differential pay of sixty cents (\$0.60) per hour for evening shift and sixty-five cents (\$0.65) per hour for night shift, in addition to the current hourly rate for all hours worked on the shift. For overtime pay purposes, shift differential shall be calculated at the higher rate of sixty-five cents (\$0.65) per hour.

- H. Special Assignment Pay. Additional compensation may be authorized by the Company for certain employees who work evening or night shifts, perform hazardous duty (duty which imperils or endangers an employee), or other duty under special circumstances. The Facility Manager shall submit a request to the Company with justification for the special assignment pay.

Policy 8-103

A. Definitions.

1. "Civic duty leave" means periods of absence with pay and related benefits from regularly scheduled work approved in advance while:
 - a. Serving as a juror;
 - b. Responding to a subpoena to appear as a witness as hereinafter provided;
 - c. Voting;
 - d. On short term Uniformed Service assignment as hereinafter provided.
2. "Consecutive years" means a twenty four (24) month consecutive period of time including the current and previous years. For the purposes of this section, "year" means the fiscal year of the United States Government (October 1 - September 30).
3. "Uniformed Service" means the United States Air Force, Army, Navy, Marine Corps, Coast Guard, the Arizona National Guard, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or to attend camps, maneuvers, formations or drills, or full-time National Guard duty, the Commissioned Corps of the Public Health Service and any other category of persons designated by the President in time of war or emergency.

B. Leave for Jury Duty.

1. An employee summoned for duty as a juror shall appear as required for such duty and shall receive up to eight (8) hours leave with pay per day of jury duty. The employee on jury duty during regularly scheduled work hours shall remit the fees paid for such jury duty to the County. When the employee's presence as a juror is not officially required during regular work hours, the employee shall return to work until again called. However, an employee shall not be required to return to work if, because of the remoteness of the location of such work, the employee cannot respond to a call to return to jury duty with timeliness, or the employee cannot arrive at work at least one (1) hour before the end of a regularly assigned work shift.
2. An employee on jury duty during regularly scheduled time off, or on annual leave or leave without pay, may keep any monies paid by the Courts.

C. Leave for an Employee Subpoenaed to Appear as a Witness

1. An employee who has been subpoenaed to appear as a witness before any court or administrative, executive, or legislative tribunal, when it relates to Company business, shall be entitled to civic duty leave with pay. The Company may authorize civic duty leave for an employee subpoenaed when such absence is for purposes which comply with this Policy. The Company may require such employee to submit substantiating evidence and may disapprove the request if the evidence is not adequate.
2. An employee who has been subpoenaed to appear as a witness before any court or administrative, executive, or legislative tribunal due to a personal, commercial or business transaction, or due to the employee's own unlawful conduct or misconduct, shall not be entitled to civic duty leave with pay.
3. An employee who is paid a fee for an appearance as an expert witness while on civic duty leave shall remit such fee to the Company.

D. Time Off for Voting

1. Every employee is encouraged to exercise the right to vote in all public elections.
2. An employee eligible and registered to vote in a state primary and general election may request time off for voting pursuant to ARS § 16-402. The employee may be absent with pay for one (1) hour at the beginning or ending of the shift as determined by a supervisor on the day of the election for the purpose of voting.
3. Requests for time off for voting shall be made prior to the day of election. An employee may be required to provide evidence of eligibility to vote prior to approval for time off.

E. Leave for Short Term Uniformed Service

1. An employee ordered to Uniformed Service shall be granted civic duty leave up to two hundred forty (240) hours in any two (2) consecutive years in accordance with this Policy and in compliance with Arizona Revised Statutes (ARS § 38-610). Leave which occurs on an employee's regular scheduled days off is not to be charged against the 240-hour allotment. An employee ordered to the Uniformed Service shall provide the department with written notification of the leave, together with a copy of the employee's Uniformed Service orders. The

notification shall be provided at least one (1) week in advance, whenever practicable.

2. An employee shall be granted Uniformed Service leave without pay, or may use accrued annual leave or compensatory time, for required Uniformed Service exceeding the two hundred forty (240) hours with pay cited in F.1. above.

G. Leave for Long Term Uniformed Service; Reemployment Rights. Leave for Uniformed Service shall be granted in accordance with this Policy and in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

1. A regular employee inducted, ordered, or enlisted into active service of the Uniformed Service shall be given the option to:
 - a. Resign from County employment and retain all reemployment rights. Pursuant to USERRA, a termination action for the purpose of military service is not considered a “break in service” if the employee has been separated for less than five (5) years; or
 - b. Be placed on a leave of absence without pay in the best interest of the County, in accordance with County policy.
2. A regular employee inducted, ordered, or enlisted into active service of the Uniformed Service shall be reemployed in a position of like seniority, status and pay upon completion of active service if the employee:
 - a. Requests such reemployment in writing within ninety (90) calendar days of separation from Uniformed Service;
 - b. Possesses a certificate of satisfactory completion of service (Honorable Discharge, General Discharge, or Discharge under Honorable Conditions); and
 - c. Is still qualified to perform the duties of the position.
3. An employee’s reemployment rights expire after five (5) years of continuous service in the Uniformed Service, unless reemployment rights extend beyond five (5) years under USERRA.

Policy 8-104

A. Work Schedules. Work schedules are established at the discretion of the Company.

B. Tardiness and Absence

1. All employees are required to be at work on time. If an employee is unavoidably detained or unable to report to work, notification shall be made to the immediate supervisor or authorized department representative. This notification shall be provided at least one (1) hour before starting time unless otherwise specified by the Company. Failure to notify without good reason shall constitute an unauthorized absence without pay.
2. Time off work with pay shall be allowed only as provided in Company Personnel Policies for compensatory time, paid holiday time, or various paid leaves.
3. Employees classified as Executive (E), Administrative (A), or Professional (P) are required to be at work as scheduled by the Company. All absences, including those of less than a full working day, must be approved in advance by the employee's supervisor.
4. It is the responsibility of the employee to notify the employee's supervisor when absence from assigned duties and/or work schedule is required.

C. Breaks

1. All employees shall adhere to work breaks established by the Company.
2. Smoke breaks will not exceed the number or duration of work breaks afforded other employees. Tobacco use is prohibited in all Company buildings and structures, including garages and stairwells, Company vehicles, including rental cars used for Company business, and within twenty-five (25) feet of entrances, windows and vents to any building or within twenty-five (25) feet of nonsmoking Company employees when present at a work site other than a building or structure.

Policy 8-105

A. Eligibility

1. All employees except intermittent employees, and temporary employees are eligible to accrue annual leave from date of appointment.
2. New hire employees are eligible to accrue annual leave from date of appointment.

3. Temporary employees extended beyond the first six (6) months of employment shall accrue and may use annual leave beginning with the period of extended employment. A temporary employee appointed to a regular appointment without a break in service shall be credited with annual leave from original date of hire.
4. Annual leave shall accrue during any approved leave of absence with pay.
5. Annual leave shall not accrue during any leave of absence without pay or suspension without pay.
6. For the purpose of annual leave rate of accrual, no credit shall be allowed or given to establish years of service using prior employment with the Company or Pima County where there was a break in service, except for reinstatement or reemployment, as defined in these Personnel Policies.

B. Rate of Accrual. An eligible employee shall accrue annual leave as follows:

1. A full-time employee with fewer than three (3) years of service (established by anniversary date) shall accrue twelve (12) days of annual leave per year at the rate of three and seven-tenths (3.7) hours per pay period.
2. A full-time employee with three (3) to seven (7) years of service (established by anniversary date) shall accrue fifteen (15) days of annual leave per year at the rate of four and sixty-five hundredths (4.65) hours per pay period.
3. A full-time employee with seven (7) to fifteen (15) years of service (established by anniversary date) shall accrue eighteen (18) days of annual leave per year at the rate of five and fifty-five hundredths (5.55) hours per pay period.
4. A full-time employee with more than fifteen (15) years of service (established by anniversary date) shall accrue twenty-one (21) days of annual leave per year at the rate of six and forty-seven hundredths (6.47) hours per pay period.
5. A part-time or variable-time employee shall accrue annual leave at a pro-rated amount of the full-time employee accrual rate (as set forth in paragraphs B.1-4 above) based on actual hours worked (excluding any overtime hours) plus any accrued paid leave used during the current pay period. Any pay received based upon donated hours will not be pro-rated or calculated for accrual purposes. An eligible part-time or variable-time employee shall not accrue pro-rated annual leave for hours worked less than forty (40) in a pay period. For accrual purposes, hours paid are exclusive of premium hours worked.

C. Annual Accumulation

1. An eligible employee may carry over, from one (1) consecutive twelve (12) month period (established by anniversary date) to the next, a maximum of two hundred forty (240) hours (30 work days) of annual leave. Credit in excess of two hundred forty (240) hours becomes void at the end of the payroll period in which the employee's anniversary date falls. At the discretion of the Company, an employee may retain annual leave in excess of two hundred forty (240) hours.
2. The sick leave hours converted to annual leave for retirement payout purposes shall not be included in the calculation of the two hundred forty (240) hours payoff limit specified in Personnel Policy 8-123.

D. Use of Annual Leave

1. An eligible employee may use annual leave after completion of six months of continuous service. Accrued annual leave may be used prior to completion of six months of continuous service for a job-related illness or job-related injury.
2. Annual leave shall not be charged against an employee's accrued balance for an authorized holiday which occurs while an employee is using annual leave.
3. All employees are encouraged to take a two-week vacation per year for the purpose of rest and recuperation.
4. The Company may require that an employee postpone or change scheduled annual leave for good cause.
5. At the discretion of the Company, an employee classified as Executive (E), Administrative (A), or Professional (P) may be required to use accrued annual leave for absences of less than a full work day when the Appointing Authority determines that voluntary partial day absences taken by the employee are excessive or have a negative impact on the operation of the department. Employees eligible for overtime are required to use annual leave for absences of less than a full work day.
6. Both exempt and non-exempt employees will be charged accrued annual or sick leave, to the extent accruals exist, for time taken as FMLA leave. Such annual or sick leave, to the extent accruals exist, is paid leave.

E. Leave Requests. Unless waived by the Company, an employee shall submit a written request for approval of annual leave at least two (2) weeks in advance of the intended

absence and indicate the dates and duration of the requested annual leave. The Appointing Authority or designee shall respond to such request within one (1) week of receipt.

- F. Disposition of Accrued Leave. An employee who transfers from one department to another shall retain any accumulated annual leave. An employee who changes from one employment type to another shall retain any accumulated annual leave and shall be eligible to use and/or accrue annual leave in accordance with his/her current employment type.
- G. Voluntary Transfer of Accrued Annual Leave Hours to Another County Employee as Sick Leave Credit. A permanent employee may request no less than four (4) nor more than forty (40) hours per pay period of his/her accrued annual leave as described below be transferred to another employee as sick leave credit provided:
1. The recipient of the donated (transferred) hours is currently on an approved medical leave of absence without pay, including FMLA leave for his/her own serious health condition, or off work due to a workers' compensation injury, and possesses a doctor's certification specifying that the recipient is not yet able to return to work.
 2. The recipient has exhausted all paid sick and annual leave and compensatory time from his/her own accounts.
 3. The recipient is under no obligation to repay the donated hours or monies.
 4. The donor initiates the request voluntarily, in writing, and submits the request to his/her supervisor for verification. The supervisor then forwards the written request to Central Payroll with the time summary. If the recipient is in a different department, a copy of the request should also be sent to the recipient's supervisor.
 5. The recipient shall begin to receive the donated leave time the next work day which follows the exhaustion of his/her own leave time as indicated in Paragraph 2. above.
 6. Leave hours donated to another employee shall be paid at the current rate of the recipient and all his/her deductions shall apply. Recipients, except for those currently receiving workers' compensation benefits, shall not accrue annual and sick leave benefits during the period of time they are using voluntarily transferred leave time.

7. If more time was donated than the recipient required, only the needed amount shall be deducted from the donating employee.

H. Transfer of Accrued Annual Leave Hours to Sick Leave. In order to prevent the loss of annual leave (established by anniversary date) and supplement the accrual of sick leave, a permanent employee may transfer any amount of accrued annual leave hours in excess of two hundred forty (240) to sick leave. Transfer of excess annual leave hours to sick leave is done only at the written request of the employee. Requests must be made to the Company within thirty (30) calendar days prior to the end of the year (established by anniversary date). Transfer credit becomes effective at the end of the payroll period in which the request is processed.

Policy 8-106

A. Eligibility

1. All employees except intermittent employees and temporary employees are eligible to accrue sick leave from date of appointment.
2. A temporary employee extended beyond the first six (6) months of employment shall accrue and may use sick leave beginning with the period of extended employment. A temporary employee appointed to a regular appointment without a break in service shall be credited with sick leave from original date of hire.
3. Sick leave shall accrue during any approved leave of absence with pay.
4. Sick leave shall not accrue during any leave of absence without pay or suspension without pay.
5. Upon returning to Company employment, an employee who retired from the Company with fewer than 241 hours of unused sick leave hours is ineligible for reinstatement of any sick leave hours under Personnel Policy 8-106 F.2.
6. Upon returning to Company employment, any employee who converted sick leave hours to annual leave for payout purposes is ineligible for reinstatement of any sick leave hours under Personnel Policy 8-106 F.2.
7. An employee who is reinstated or reemployed and did not convert sick leave hours to annual leave for payout purposes shall, upon reinstatement or reemployment, regain the accrued sick leave hours held at the time of termination.

B. Rate of Accrual

1. An eligible full-time employee shall accrue sick leave at the rate of three and seven tenths (3.7) hours per pay period.
2. An eligible part-time or variable-time employee shall accrue sick leave at a pro-rated amount of three and seven tenths (3.7) hours per pay period based on actual hours worked (excluding any overtime hours) plus any accrued paid leave used during the current pay period. Any pay received based upon donated hours will not be pro-rated nor calculated for accrual purposes. An eligible part-time or variable-time employee shall not accrue pro-rated sick leave for hours worked less than forty (40) in a pay period. For accrual purposes, hours paid are exclusive of premium hours worked.

C. Accumulation

1. An employee may accumulate sick leave up to a maximum of one thousand nine hundred twenty (1,920) hours (240 work days). Any accumulation in excess of this maximum shall not be credited to the employee.
2. A reinstated or reemployed employee shall regain the accrued sick leave held at the time of termination.

D. Use of Sick Leave

1. An eligible employee may use sick leave after three (3) months of continuous service. Accrued sick leave may be used prior to the first three (3) months of service for a job-related injury or job-related illness.
2. At the discretion of the Company, an employee classified as Executive (E), Administrative (A), or Professional (P) may be required to use accrued sick leave for absences of less than a full work day when the Company determines that voluntary partial day absences taken by the employee are excessive or have a negative impact on the operation of the department. Employees eligible for overtime are required to use sick leave for absences of less than a full work day.
3. Sick leave may be used for:
 - a. Illness of the employee or any surgical, medical, or dental care for the employee. An employee who requires leave for medical reasons may be eligible for leave under the provisions of the Family and Medical Leave Act (FMLA) of 1993, Personnel Policy 8-108 G. Both exempt and

nonexempt employees are required to use all available accrued sick leave when on intermittent or full time FMLA leave.

- b. Both exempt and non-exempt employees will be charged accrued annual or sick leave, to the extent accruals exist, for time taken as FMLA leave. Such annual or sick leave, to the extent accruals exist, is paid leave.
 - c. The illness of a spouse, mother, father, step-mother, step-father, grandparent, child, stepchild, foster child, grandchild, domestic partner or child of a domestic partner. The employee must file an affidavit with the department in order to take sick leave for the illness of the domestic partner or child of a domestic partner once a calendar year or more often if a relationship has changed in that calendar year or must have a current affidavit on file with the Human Resources Department for the domestic partner or child of the domestic partner enrolled under the Company's health benefits plan.
 - d. Use of sick leave as defined in c. above is for a combined maximum of forty (40) hours per year (established by anniversary date). An employee who must care for a seriously ill spouse, child, or parent as defined in the Family and Medical Leave Act may be eligible for FMLA leave.
 - e. Parental reasons, such as court appearance, registration of child(ren) for school, teacher conference, or adoption procedure that can only be scheduled during business hours. Paternity leave is included under leave for parental reasons for those employees not eligible for paternity leave under FMLA, Personnel Policy 8-108 G. Leave for parental reasons should be requested in advance, when possible. Leave for parental reasons is included in and not in addition to the forty (40) hour maximum cited in Paragraph 3.d. above.
 - f. The birth and/or care of a child, or the placement of a child for adoption, foster care, or other legal custody. Employees who request leave for these reasons may be eligible for FMLA leave, Personnel Policy 8-108 G.
 - g. Attendance at court proceedings under the Arizona Victim Leave Law, as detailed in Personnel Policy 8-108 H.
4. Sick leave shall not be charged against an employee's accrued balance for an authorized holiday which occurs while an employee is using sick leave.

5. An employee using annual leave who becomes ill may, upon verification of illness, charge the illness to accumulated sick leave.
6. In order to discourage excessive use of sick leave, any unused portion of the first fifty-six (56) hours of sick leave accrued during the current year (established by the end of the pay period in which the anniversary date falls) may be converted to annual leave at the employee's request. (EXAMPLE: If only eight (8) hours of sick leave have been used during the year, the employee may transfer up to forty eight (48) hours of sick leave to annual leave. If fifty-six (56) or more hours of sick leave have been used during the year, the employee cannot transfer any sick leave hours to annual leave).
 - a. Transfer of sick leave hours to annual leave is done only at the written request of the employee. Requests must be made to the department within thirty (30) calendar days after the end of the year (established by anniversary date). Transfer credit becomes effective at the end of the payroll period in which the request is processed. This transfer applies to all permanent employees who have completed one (1) year of their initial probation, including those who have two hundred forty (240) or more hours accrued on their anniversary date, after the adjustment to two hundred forty (240) hours has been made.

As an equivalent to full-time conversion, part-time and variable-time employees are eligible to convert fifty-eight per cent (58%) of sick leave hours accrued during the current year (established by the end of the pay period in which the anniversary date falls), less any sick leave used, to annual leave.
 - b. A permanent employee may request no less than four (4) nor more than fifty-six (56) hours of the first fifty-six (56) hours of sick leave accrued during the current year (established by anniversary date) be transferred to another employee as sick leave credit provided: The donor has earned at least fifty-six (56) hours of sick leave during the current calendar year (established by anniversary date) and at the time of donation has not used more than fifty-two (52) of the first fifty-six (56) hours of sick leave accrued. The donor shall not be eligible to convert to annual leave that portion of the first fifty-six (56) hours of sick leave that has been donated.

- c. A permanent employee who has accumulated the maximum amount of sick leave hours as established by PP 8-106.C.1 may request no less than four (4) nor more than fifty-six (56) hours be transferred to another employee as sick leave credit. In no case, shall the donor be eligible to donate hours on or before the fifteenth (15th) pay period following the end of the pay period in which the donor's anniversary falls.

E. Leave Requests. To utilize sick leave, an employee must:

1. Report promptly to his/her immediate supervisor or department, giving the reason for the absence.
2. Keep the immediate supervisor or the department informed daily, unless approved otherwise by the supervisor, if the unscheduled sick leave exceeds one (1) work day. Failure to comply with the above may constitute an unauthorized absence without pay.
3. Provide the department written verification from a recognized physician or medical practitioner for use of sick leave lasting more than three (3) work days. Unless waived by the Company, verification shall be provided upon return to work, or as requested by the department, and may be provided by mail or messenger if required.
4. Permit the Company to make verification of the illness in cases of suspected abuse of this Policy.
5. Submit a written request for extended sick leave (over three [3] work days) to the department at least two (2) weeks in advance of the intended absence, or as soon as possible after an emergency situation arises which requires extended sick leave. The dates and duration of the sick leave should be noted in the written request. Requests for extended absences are reserved for situations involving an operation or hospitalization. Approval must be obtained from the department's authorized representative prior to the beginning of an extended sick leave. A department may authorize an extended sick leave in emergency situations when advance approval cannot be obtained.
6. Submit leave requests under the provisions of FMLA consistent with Personnel Policy 8-108 G.

F. Disposition of Accrued Sick Leave

1. An employee who transfers from one department to another shall retain any accumulated sick leave. An employee who changes from one employment type to another shall retain any accumulated sick leave and shall be eligible to use and/or accrue sick leave in accordance with his/her current employment type.
2. A permanent status employee who either resigned in good standing or who was laid off and did not convert hours pursuant to PP 8-106.I and who returns to Company employment within two (2) years from the effective date of resignation shall, upon passing probation, regain the accrued sick leave held at the time of resignation.

G. Voluntary Transfer of Accrued Sick Leave Hours to Another Employee as Sick Leave Credit. A permanent employee may request no less than four (4) nor more than forty (40) hours per pay period of his/her accrued sick leave as described below and in Section D. of this Policy be transferred to another employee as sick leave credit, provided:

1. The recipient of the donated (transferred) hours is currently on an approved medical leave of absence without pay, including FMLA leave for his/her own serious health condition, or off work due to a workers' compensation injury and possesses a doctor's certification specifying that the recipient is not yet able to return to work.
2. The recipient has exhausted all paid sick and annual leave and compensatory time from his/her own accounts.
3. The recipient is under no obligation to repay the donated hours or monies.
4. The donor has not given notice of resignation, has not scheduled or been scheduled for termination, or has no intention to resign less than thirty-one (31) days prior to donating his/her sick leave hours.
5. The donor initiates the request voluntarily in writing and submits the request to his/her supervisor for verification. The supervisor then forwards the written request to Central Payroll with the time summary. If the recipient is in a different department, a copy of the request should also be sent to the recipient's supervisor.

6. The recipient shall begin to receive the donated leave time the next work day which follows the exhaustion of his/her own leave time as indicated in Paragraph 2. above.
7. Leave hours donated to another employee shall be paid at the current rate of the recipient and all his/her deductions shall apply. Recipients, except for those currently receiving workers' compensation benefits, shall not accrue annual and sick leave benefits during the period of time they are using voluntarily transferred leave time.

For part-time and variable-time employees, donated time shall be pro-rated based on an average of the regular hours paid during the six (6) pay periods prior to the application of the donated time.

8. If more time was donated than the recipient required, only the needed amount shall be deducted from the donating employee.
9. An employee who retires from Company service may donate to another employee as sick leave credit any portion of the sick leave hours subject to conversion to annual leave for retirement payout purposes, pursuant to H.4 below. The retiring employee may donate only those hours subject to conversion. The donated hours will be deducted from the total hours eligible for retirement payout. Employees who leave Company service for reasons other than retirement are not eligible to donate accrued sick leave hours.

H. Conversion of Sick Leave Hours to Annual Leave Upon Retirement

1. A conversion of unused sick leave hours to annual leave upon retirement shall occur for employees taking normal, early or permanent disability retirement.
2. Eligibility is limited to those employees who retire from Company service into the Company's Retirement Plan.
3. Conversion of unused hours of sick leave to annual leave shall be as follows:

<u>Unused Hours of Sick Leave</u>	<u>Conversion To Annual Leave</u>
0 - 240 hours	0% of all hours up to 240
241 - 480 hours	25% of all hours up to 480
481 - 720 hours	35% of all hours up to 720
721 + hours	50% of all hours

4. The hours of sick leave converted to annual leave for retirement payout purposes shall not be included in the calculation of the two hundred forty (240) hours payoff limit specified in Personnel Policy 8-123.

I. Conversion of Sick Leave Hours to Annual Leave Upon Layoff

1. A conversion of unused sick leave hours to annual leave upon layoff is available to employees upon request and prior to the date of layoff. If an employee requests and receives this payout and returns to Company employment, he or she is ineligible for reinstatement of sick leave hours under Personnel Policy 8-106 F.2.
2. Conversion of unused hours of sick leave to annual leave shall be in the same manner as set forth in Personnel Policy 8-106 H.3 and H.4.

Policy 8-107

A. Administrative Leave

1. Upon approval of the Company, an employee may be granted administrative leave with pay when emergency situations exist such as extreme weather conditions, fire, flood, or malfunction of Company owned or controlled machinery or buildings, making it hazardous or impossible for the employee to get to or perform at his/her workstation (providing alternate work or workstation has not been designated).
2. An employee shall be granted administrative leave with pay upon the declaration of the Facility Manager that a state of emergency, disaster, or grief exists, and that such leave is to be granted.
3. Administrative leave with pay may be given to an employee by the Company when it is determined to be in the best interest of the Company.
 - a. An employee may be placed on administrative leave with pay for up to thirty (30) business days. For extensions beyond thirty (30) business days, Company approval is required.
 - b. The notification of administrative leave shall be delivered to the employee no later than five (5) business days after the effective date of the leave. The notice shall contain the specific reason(s) for the leave in sufficient detail to inform the employee of the reason(s) for the action.

- c. At the conclusion of administrative leave, the employee shall be returned to work and advised of any appropriate action.
 4. Upon approval of the Company, an exempt employee may be granted management leave with pay during the time when he/she is scheduled to work. The purpose of management leave is to recognize exceptional performance. Management leave may be granted for up to a maximum of three (3) work days at any one time at the discretion of the Company. Management leave is non-accruable.
- B. Grievance/Appeal Activity Leave. Grievance/appeal activity leave applies to preparation and/or investigation of a grievance or appeal.
 1. A permanent employee shall be granted grievance/appeal activity leave with pay up to three (3) hours per grievance/appeal. Grievance/appeal activity leave is limited to two (2) occurrences per fiscal year. Time in excess of the three (3) hour limit shall be charged to some other type of leave and must be approved in advance. This three (3) hour limit does not apply to those times when the employee is called to testify in a Human Resources grievance/appeal proceeding.
 2. An employee representative shall be granted grievance/appeal activity leave with pay up to three (3) hours per grievance/appeal, when requested for the purposes of investigation or representation on behalf of another employee, for grievances/appeals formally submitted to the appropriate authority. Grievance/appeal activity leave is limited to two (2) occurrences per fiscal year. Time in excess of the three (3) hour limit shall be charged to some other type of leave and must be approved in advance.
 3. Grievance/appeal activity leave is non-accruable and shall not be taken in increments of less than one (1) hour.
 4. Requests for grievance/appeal activity leave shall be made in writing at least three (3) business days in advance, unless conditions preclude such advance notice as determined by the Company.
- C. Special Program Leave
 1. Upon approval of the Company, an employee may be granted special program leave with pay.
 2. Special program leave applies only to those programs which have been approved by the Company for employee participation.

3. Requests for special program leave shall be made in writing at least five (5) business days in advance, unless conditions preclude such advance notice as determined by the Company.

D. César Chavez Remembrance Day Leave

1. Upon proclamation of the Facility Manager, the fourth Monday in March shall be designated as a day of remembrance in honor of César Estrada Chavez, for his efforts in establishing the farm labor movement.
2. Eligible employees shall be granted a day of administrative leave with pay.
 - a. For those departments with normal working hours of Monday through Friday, 8:00 am to 5:00 pm, the administrative day may be granted either the fourth Monday in March or the Friday immediately preceding the fourth Monday in March.
 - b. For those departments with twenty-four (24) hour operations, the administrative day may be granted any day beginning the three weeks preceding the fourth Monday in March up through and including the three weeks immediately following the Friday that precedes the fourth Monday in March.
3. Only employees who are working (i.e., not on any type of approved leave of absence) are eligible for the remembrance day. The only exceptions are employees on intermittent family and medical leave or employees on modified duty workers' compensation who are actually working.
4. Full-time employees shall be granted a single day of eight (8) hours of paid time off. Part-time and variable-time employees and employees on intermittent family and medical leave or employees on modified duty workers' compensation who are actually working shall receive a prorated amount of paid time off based on regular hours paid in the previous pay period. If no regular hours were paid in the previous pay period, the amount of paid time off shall be based upon regular hours worked during the pay period in which the remembrance day is administered.
5. Intermittent employees are not eligible for this remembrance day leave.

E. Bereavement Leave

1. Upon approval of the Company, an eligible employee may be granted paid bereavement leave for each occurrence in the case of the death of a family member. For purposes of bereavement leave, “family member” includes an employee’s spouse, mother, father, step-mother, step-father, grandparent, child, stepchild, foster child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, domestic partner or child of a domestic partner. The employee must file an affidavit with the department in order to take bereavement leave for the death of the domestic partner or the child of a domestic partner once a calendar year or more often if a relationship has changed in that calendar year or must have a current affidavit on file with the Human Resources Department for the domestic partner or child of the domestic partner enrolled under the Company’s health benefits plan.
2. Paid bereavement leave shall be for a period of up to three (3) consecutive work days per occurrence for the death of an eligible family member occurring within the State of Arizona, or up to five (5) consecutive work days per occurrence for the death of an eligible family member occurring out of state.
3. All employees except Intermittent employees or those Temporary employees with less than (6) months of service employees are eligible for bereavement leave.
4. An employee on an approved unpaid leave of absence as defined in 8-108.A. is not eligible for bereavement leave unless on intermittent FMLA or intermittent medical disability leave and working during the pay period when bereavement leave is requested.
5. Bereavement leave may be used for the purpose of making funeral arrangements, settling family affairs, bereavement, and/or attending the funeral or memorial service of an eligible family member.
6. The Company may require a death certificate, obituary, or documentation from the funeral home.
7. Upon approval of the Company, an eligible employee may use his or her annual leave, compensatory time or unpaid leave under 8-108.F., when additional bereavement time is needed.
8. Full-time employees shall receive eight (8) hours of paid time off for each day of approved bereavement leave. Part-time and variable-time employees shall

receive a prorated amount of paid time off based on regular hours paid in the previous pay period. If no regular hours were paid in the previous pay period, the amount of paid time off shall be based upon regular hours worked during the pay period in which paid bereavement leave is approved.

9. Bereavement leave shall not be counted as hours worked for the purpose of computing overtime.

Policy 8-108

- A. Types of Leave. Leaves of absence without pay may be granted by the Company to an employee for the following reasons and lengths of time:

<u>Reason</u>	<u>Maximum Leave Time</u>
Education	One (1) year
Medical Disability	One (1) year
Best Interest of Company	One (1) year
Humanitarian/Personal	Six (6) months
Family and Medical Leave	Twelve (12) weeks
Military Family Leave	Twelve (12) to Twenty-six (26) weeks
Victim	Unlimited

All leaves of absence must have the written approval of the Company, except leave designated under the Family and Medical Leave Act.

- B. Education. An employee may be granted a leave of absence without pay for educational purposes when it is determined that such leave is in the best interest of the Company and/or does not adversely affect its operation.
- C. Medical Disability. An employee may be granted a leave of absence without pay when unable to work because of a medical disability that is documented by a recognized physician or medical practitioner. Medical disability includes disability arising from pregnancy or childbirth. For continuing disabilities, official documentation of the status of the disability may be required on a monthly basis at the discretion of the Company. Upon returning to work from medical disability leave, the employee shall provide a written release from his/her attending physician or medical practitioner. Medical disability leave will end effective the date an employee is notified of his/her full or permanent long term disability coverage. Employees receiving full coverage under long term disability shall immediately resign from Company employment. Intermittent medical disability leave without pay may occur as an Americans with Disabilities Act

(ADA) accommodation as determined by Federal law and regulations under the ADA or due to a serious medical condition as determined by Human Resources and may be interspersed with paid time. The ADA is set out by administrative procedures which comply with the Americans with Disabilities Act.

D. Best Interest of County. With the full concurrence of the employee and the Company an employee may be placed on a leave of absence without pay if it is determined that such leave is in the best interest of the Company.

E. Humanitarian/Personal Reasons. An employee may be granted a leave of absence without pay for humanitarian or personal reasons when it is determined that undue hardship to the employee would otherwise result and that the operation of the department would not be adversely affected or to supplement bereavement leave pursuant to 8-107 E.7. Humanitarian/personal leave includes a leave of absence due to the birth and/or adoption of a child and the serious illness of a child, stepchild, foster child, grandchild, spouse, mother, father, grandparent, domestic partner and/or the child of the domestic partner, as established by affidavit once a year or more often if a relationship has changed in that calendar year or must have a current affidavit on file with the Human Resources Department for the domestic partner or child of the domestic partner enrolled under the Company's health benefits plan.

F. Family and Medical Leave Act (FMLA) Leave

1. Family and Medical Leave: An employee may be granted a leave of absence without pay as determined by Federal law and regulations under the FMLA. The FMLA is set out by administrative procedures which comply with the Family and Medical Leave Act.

2. Military Family Leave: The federal FMLA entitles eligible employees to take leave for a covered family member's service in the Armed Forces as established in the Federal law and regulations.

3. The employee is required to use accrued sick and/or annual leave banks and compensatory time concurrent with FMLA unpaid leave and pursuant to administrative procedures. This applies to all eligible exempt and non-exempt employees on intermittent or full-time FMLA leave.

G. Victim Leave

1. General Conditions

- a. An employee may be granted a leave of absence without pay for an unlimited amount of time under the provisions of the Arizona Victim Leave Law, ARS § 8-420 and § 13-4439, if the employee is a “victim” of a crime. The leave of absence shall be granted for the employee to attend all court proceedings involving the perpetrator(s) of the crime(s) against the employee.

Exception: an employee’s time may be limited if it creates an undue hardship, as defined by the statute, for the Company.

- b. The employee shall maintain all seniority rights while absent from employment under these provisions.
- c. All records regarding an employee’s victim leave shall be considered confidential and maintained in a separate department personnel file.

2. Eligibility: to be eligible for victim leave, an employee must have been the victim of a juvenile offense or adult crime.

- a. “Victim” is defined as a person against whom the delinquent act or criminal offense has been committed, or if the person/victim is killed or incapacitated, the person’s immediate family or lawful representative.

(1) “Immediate family” means a victim’s spouse, parent, child, sibling, grandparent or lawful guardian.

(2) “Lawful representative” means a person who is designated by the victim or appointed by the court to act in the best interests of the victim.

- b. Exception: a family member is not entitled to take victim leave who is in custody for an offense or is the accused.

3. Employee’s option for pay: victim leave is unpaid, unless the employee elects to use accrued sick and/or annual leave, or compensatory time, none of which need be exhausted before victim leave begins.

4. Department requirements: at the conclusion of the leave period, the department shall assign the employee to the same or an equivalent position with the same pay, benefits and working conditions. An employee has no greater right to restoration or to other benefits than if the employee had been continuously employed during the leave period.

5. Leave request procedure: an eligible employee shall provide the Department with the following documentation before victim leave is granted:
 - a. A copy of the notice from law enforcement or the prosecutor regarding the employee's status as a crime victim; and
 - b. A copy, if applicable, of the notice of any scheduled proceeding.

H. General Provisions

1. An employee shall submit his/her request for a leave of absence without pay at least two (2) weeks in advance of such leave, unless such advance time is not practicable, or is reduced or waived by the department. The employee must also complete a Leave of Absence Insurance Coverage Agreement or group insurance will cease during the leave period. Approval must be obtained before such leave begins.
2. Annual leave and sick leave shall not accrue while an employee is on a leave of absence without pay, including full-time FMLA leave, unless the employee is using his/her own leave banks. Employees on intermittent or reduced schedule leave under FMLA or on intermittent medical disability leave shall accrue annual and sick leave based on the number of regular hours paid in the same pay period during which leave is used, including all hours of the employee's own leave and/or time worked. Donated hours and/or unpaid hours will not be calculated nor applied for the purpose of determining annual and sick leave accruals.
3. An employee on a leave of absence without pay, who is not using his/her accrued leave banks, shall not receive pay for holidays.
4. An approved leave of absence without pay is not considered a break in Company service, but no credit is given toward seniority unless the leave of absence without pay was for Uniformed Services leave in accordance with 8-103 G.1.b.
5. A leave of absence without pay shall not be granted for an employee to engage in outside employment.
6. A department may appoint a temporary replacement, without a guaranteed length of employment, or detail another employee to substitute for an employee on a leave of absence without pay, until the regular employee returns. Upon agreement with the department, the employee is not obligated to remain on the leave of absence until the scheduled end date if reasons for the leave have

changed and the employee is able to return from the leave earlier than scheduled.

7. An employee starting a leave of absence without pay, who wishes to continue coverage under any of the County's group insurance programs, must submit a Leave of Absence Insurance Coverage Agreement to Human Resources prior to such leave.
8. An employee starting a leave of absence without pay, other than FMLA leave, is expected to pay the full cost of the insurance premiums, which includes both employee's and employer's shares. The employee starting FMLA leave is expected to pay only the employee's cost of the premiums. If insurance coverage lapses, an employee can elect to continue coverage within thirty (30) calendar days upon returning to work.
9. An employee on intermittent medical disability leave will receive the employer's share of the insurance premium as long as he/she receives sufficient pay to cover the employee's share. Otherwise, the employee is responsible for the employer's and the employee's share of the insurance premium.
10. A leave of absence without pay, when granted, must be continuous and may not be interspersed with paid time, except as set forth in C. for intermittent medical disability leave and for intermittent FMLA leave.
11. Resignation during a leave of absence without pay becomes effective two (2) weeks from date of notice, or at the end of the leave of absence, whichever occurs first.

Policy 8-109

- A. Any unauthorized absence of an employee from duty shall be considered an absence without leave, and the employee shall not be paid for such absence. While an employee is absent without leave, annual leave, sick leave and holiday benefits shall cease to accrue.
- B. An unauthorized absence without leave for three (3) or more consecutive work days may result in dismissal. Should the employee return to work and provide a valid reason as determined by the Company, appropriate leave time may be allowed.

Policy 8-110

A. Definitions

1. “Garnishment” means the retention of wages or property pursuant to legal process by employer or other person to satisfy a debt owed to a creditor.
2. “Assignment” means the transfer of property (wages) to be held in trust or to be used for the benefit of creditors.

B. Wage Garnishment and Wage Assignment

1. The amount of earnings to be withheld and forwarded to the judgment creditor is as set forth in the non-exempt earning statement for the appropriate pay period.
2. A service charge shall be assessed by the Company for processing the garnishment.
3. A County employee cannot make a voluntary assignment of future wages not yet earned (Byers vs. Comer, 50 Arizona 9, 68 P 2d-671).
4. An employee may not be dismissed because earnings have been subjected to garnishment and/or assignment.

Policy 8-111

A. Definition

“Outside employment” is any business-related activity which results in reportable income to the Internal Revenue Service.

Outside employment must be compatible with the full and proper discharge of the duties and responsibilities of County employment. It shall not impair the employee’s capacity to perform the County duties and responsibilities in an acceptable manner.

B. Eligibility. A regular full-time employee may hold outside employment, if:

1. Such outside employment has no actual or potential conflict with the employee’s official duties;
2. The outside employment does not require an amount of time or effort which shall prevent the rendering of good service to the County;

3. The outside employment does not prevent the employee from performing overtime, on-call, or callback work when requested to do so.

C. Procedure

1. Any regular County employee desiring to engage in outside employment shall provide information to the Appointing Authority concerning the duties and the hours of employment.
2. Permission to perform outside employment shall require prior approval of the Appointing Authority on the official form provided by Human Resources.
3. It is the responsibility of the employee to report any change in the status/duties pertaining to outside employment to the Appointing Authority. Any change in classification and/or department shall require new approval for outside employment.
4. Permission for outside employment must be renewed annually by calendar year.

D. Workers' Compensation

1. Any employee on sick leave or workers' compensation shall not work outside employment unless:
 - a. Approval has been obtained from the Company, and
 - b. The employee has a valid medical statement that the approved outside employment shall in no way interfere with normal convalescence, or prolong the employee's absence from Company service.
2. Any injury occurring during outside employment must be reported to and recorded by the Company.

Policy 8-112

- A. Employees who are hired to work at least twenty (20) weeks in a fiscal year and twenty (20) or more hours per week become members of the Company's retirement system upon employment.
- B. If an employee is hired to work part-time, sometimes working twenty (20) or more hours in a week and sometimes working less, that employee becomes eligible at the start of the twentieth (20th) week of working twenty (20) or more hours in a fiscal year. Once an employee meets eligibility in a fiscal year, he or she remains eligible until the end of the fiscal year.

Policy 8-113

DELETED IN ITS ENTIRETY

Policy 8-114

This program is established to reasonably ensure that compatibility exists between the physical/mental capability of the individual and the demands of the position being offered or held. This program shall be conducted in accordance with this Policy and in compliance with State and Federal law.

- A. Post-Offer Evaluations. Each individual selected for appointment to a pre-determined classification as a regular employee shall be required to submit to a post-offer evaluation given or authorized by the Company. Post-offer evaluations are set out by administrative procedures. The evaluation can occur only after a conditional offer of employment has been made. The individual shall not begin employment, or in the case of an employee, shall not be assigned to work in the new position, until the evaluation has been completed and information regarding the individual's ability to perform the job has been obtained.
- B. Random Alcohol and Controlled Substance Testing. Employees in positions which require a commercial driver's license will be tested for alcohol and controlled substances on a random basis. This unannounced random testing will be conducted in accordance with established administrative procedures and in compliance with State and Federal law.
- C. Alcohol and Controlled Substance Testing Based On Reasonable Suspicion. If the Company has reasonable suspicion that an employee is under the influence of drugs and/or alcohol while on the job, the Company may require the employee to be tested for alcohol and/or controlled substances. The employee is to be transported to one of the Company's occupational medicine providers immediately. The medical provider will require the employee to sign a medical consent form. The employee's written consent to the testing is necessary, and the employee shall be advised of his/her options and the consequences of refusing to consent. An employee who refuses to give written consent for the testing may be subject to disciplinary action up to and including dismissal.

Policy 8-115

- A. Mediation is a method of dispute resolution in which a neutral third party assists disputing parties in communicating and developing mutually agreeable solutions to an identified conflict. The goal of mediation is to resolve conflicts. No determination will be made on the merits of the dispute.
- B. The Facility Manager shall be responsible for the operation of the mediation program. For purposes of this Policy, Facility Manager shall mean the Facility Manager or his/her designee.
- C. Mediation may be used to resolve any work-related dispute concerning misinterpretation, misapplication, or unequal enforcement of the Personnel Policies, Administrative Procedures, and/or department procedures. Employees must attempt mediation prior to filing a formal grievance, except for grievances pertaining to Letters of Reprimand or allegations of sexual harassment, workplace harassment or workplace violence. Contacting the Facility Manager and either proceeding with mediation or receiving notification that mediation is inappropriate constitutes an attempt.
 - 1. Any employee may initiate the mediation process by contacting the Facility Manager. An initial appointment shall be scheduled by the within ten (10) business days from the date of first contact with the employee. At the initial appointment, the employee will inform the Facility Manager of the issue(s) in dispute. The Facility Manager shall then determine if mediation is appropriate.
 - 2. If a determination is made to mediate, the mediation session shall commence within ten (10) business days of the initial appointment, unless the time is extended for good cause.
 - 3. Employees participating in mediation are entitled to be assisted by a person of the employee's choosing who may participate in the discussions during mediation. If the employee requesting mediation decides to bring an assistant, the other party will be given the opportunity to do so as well. Both participating employees shall receive notice of a scheduled mediation at least three (3) full work days from the date of written notification. If either party has not obtained an assistant in the timeframe established, the mediation will proceed as scheduled.
 - 4. The Facility Manager may determine that the mediation would more appropriately be conducted in separate sessions for each disputing party.

5. The Facility Manager shall establish and provide to each disputing party the ground rules for Mediation. Prior to the start of the mediation session, each party shall sign a confidentiality agreement. Violation of the confidentiality agreement may result in disciplinary action.
 6. If the mediation is successful, a written agreement will be drafted and signed by the disputing parties. The Facility Manager will give a copy of the agreement to each of the disputing parties.
 7. If mediation is not successful, or if it is determined that mediation is inappropriate, the Facility Manager shall provide written notification to the disputing parties.
- D. The Company shall maintain the following information pursuant to State law:
1. The confidentiality agreement;
 2. The written agreement or notification that mediation was not successful;
 3. Mediation notes.

Policy 8-116

A. Definitions

1. "Payroll deduction" means the subtraction from an employee's paycheck of employee organization dues and/or approved donations to charitable organizations which are voluntarily authorized by the employee.
2. "Employee organization" means those organizations not primarily engaged in partisan political activities, whose memberships are primarily composed of County employees and who represent the interests of those employees in their relationships with the County as an employer.

B. Policy

1. Payroll deductions may be made for an employee organization and/or Company-approved charitable organization,.
2. Payroll deductions may be terminated upon the request of the organization or employee.
3. The Company shall assess the employee organization a charge sufficient to cover the cost of this service.

Policy 8-117

- A. Basic Pay Plan. The basic pay plan may consist of salary grades, open ranges and step plans. Each classification in the Classification System is assigned a grade/open range, except some classifications which are assigned a flat rate of pay. The grade/open range designation is determined by considering the relative level of duties and responsibilities of various classifications, rates paid for comparable classifications elsewhere, the Company's financial resources and other relevant factors. The Company shall utilize current salary data, the employment market and other pertinent factors as a basis for determining whether periodic changes or adjustments are necessary to maintain the pay plan. Grades/open ranges will be assigned with due regard to internal and external equity considerations as well as labor market competitiveness factors.
- B. Pay Periods. A pay period (26 per year) shall be two (2) weeks in length. Each pay period begins at 12:01 a.m. Sunday and ends 12:00 midnight the second (2nd) Saturday thereafter. Wages shall not be withheld for more than five (5) business days following the end of each pay period. Payday shall be on the Friday following the end of each pay period.
- C. Entrance Salary. The initial appointment to a Company position shall ordinarily be at the minimum salary of the salary grade or open range or in accordance with the approved Salary Administration Plan for open range appointments. The Facility Manager may recommend hiring above the minimum salary of the assigned grade/open range in two and one-half percent (2.5%) increments, up to seven and one-half percent (7.5%), based on recruiting difficulty, the appointee's qualifications and the needs of the department. This recommendation shall address any pay equity issues that arise as a result of hiring above the minimum salary of the assigned grade/open range. The Facility Manager may recommend to the Company pay equity adjustments under Section G. of this Policy as a means of resolving the pay equity issue(s). Hiring above the minimum salary of the assigned grade/open range requires the Company's approval.
- D. Reinstatement/Reemployment. Reinstatement or reemployment of a laid-off employee shall ordinarily be at the minimum salary of the assigned grade/open range or in accordance with the approved Salary Administration Plan for open range appointments. The Facility Manager may recommend hiring above the minimum salary in two and one-half percent (2.5%) increments, up to seven and one-half percent (7.5%), based on recruiting difficulty, the appointee's qualifications and the needs of the department.

Reinstatement or reemployment above the minimum salary of the pay grade/open range requires the Company's approval.

- E. Reassignment. When an employee is reassigned, he/she shall retain the same salary held prior to the reassignment.
- F. Adjustment
 - 1. Upward adjustment. When a higher salary grade/open salary range is made applicable to a classification, all employees in that classification shall be changed to the new grade/salary on the same effective date. Each employee shall be placed in the new grade/open range at a rate that results in the same salary held in the previous grade/open salary range. There shall be an increase in salary when more is necessary to reach the minimum salary of the new salary grade/open salary range or salary as determined by the approved Salary Administration Plan.
 - 2. Downward Adjustment. When a lower salary grade/open salary range is made applicable to a classification, all employees in the classification shall be changed to the new grade/open salary range on the same effective date. Each employee shall be placed in the new grade/open range at a rate that results in the same salary held in the previous grade/open salary range. If the employee's previous salary exceeds the maximum of the salary grade/open range of the new classification, the employee shall retain the previous salary, resulting in no loss in pay. There shall be no increase to the employee's salary until his/her pay is within the salary range of the new classification.
- G. Pay Adjustment. At the request of the Facility Manager, the Company may approve a pay adjustment up or down in two and one-half percent (2.5%) increments in order to address pay equity issues and/or as is otherwise in the best interest of the Company, provided no other pay policy applies. A downward adjustment requires written concurrence by the employee prior to implementation.
- H. Promotion. When an employee is competitively promoted, his/her salary shall be raised up to five percent (5%), in two and one-half percent (2.5%) increments, provided it does not exceed the maximum salary of the new grade/open range, unless more is necessary to reach the minimum salary of the new grade/open range or salary as determined by the approved Salary Administration Plan. Promotional increases in excess of the five percent (5%) require written approval by the Company.

- I. Demotion. When an employee is demoted or demotes for any reason, his/her salary shall be reduced to a salary in the grade/open range for the lower classification which shall result in lower pay of at least two and one-half percent (2.5%), unless waived by the Company, and the salary shall not exceed the maximum salary of the new grade/open range.
- J. Reappointment. A reappointed employee shall receive a salary increase only with the approval of the Company, or when reappointed to a classification having an approved salary matrix (salary administration plan) and when such an adjustment is consistent with the salary matrix. In all other cases, a reappointed employee shall receive no increase in pay.
- K. Reclassification
1. When an employee is reclassified to a classification of a higher grade/open salary range, his/her salary shall be raised two and one-half percent (2.5%), provided it does not exceed the maximum salary of the new grade/open range, unless more is necessary to reach the minimum salary of the new grade/open range or salary as determined by the approved Salary Administration Plan.
 2. When an employee is reclassified to a classification of a lower grade/open salary range, he/she shall be placed in the new grade/open range at a rate that results in the same salary held in the previous grade/open range. If the employee's previous salary exceeds the maximum salary of the new grade/open range of the new classification, the employee shall retain the previous salary, resulting in no loss in pay. There shall be no increase to the employee's salary until his/her pay is within the salary range of the new classification.
- L. Detail. When an employee is detailed to a position with a higher salary grade/open salary range for more than fifteen (15) work days, his/her salary shall be raised five percent (5%), provided it does not exceed the maximum salary of the new grade/open range, unless more is necessary to reach the minimum salary of the new grade/open range or salary as determined by the approved Salary Administration Plan. After the detail is completed, the employee shall return to the same grade/open range and pay held before the detail, plus any salary increases which may have occurred during the detail.
- M. Merit Increase. The Company may grant an employee a two and one-half percent (2.5%) merit increase based upon an official performance review with the majority of the ratings being successful or above, provided no formal disciplinary action has occurred

during the performance rating period. Merit increases shall be limited to one per year. In no case shall a merit increase raise an employee's salary above the maximum salary of the salary grade/open range unless approved by the Company.

N. Open Range Classifications.

1. Classifications which are authorized by the Company as open range shall be assigned an alphanumeric salary grade. The salary for each incumbent shall be determined in accordance with a Salary Administration Plan approved by the Company. All alphanumeric salary grades are not open range.
2. Any adjustments to the incumbent employee's salary within an open range classification shall be determined by the Facility Manager, based on a Company-approved pay matrix and Salary Administration Plan. In no case shall adjustment in the incumbent's salary raise the incumbent's salary above the maximum of the salary range.
3. Merit increases shall be limited to one per year and may be awarded in a different manner than §117 M above and in accordance with the approved Salary Administration Plan. The merit increase shall be granted based upon a performance appraisal conducted pursuant to Company standards, with the majority of the ratings being successful or above, provided no formal disciplinary action has occurred during the performance rating period. In no case shall a merit increase raise an employee's salary above the maximum of the salary range.

O. Open Range Reappointments.

1. When an employee moves from a position with a salary grade to a position with an open salary range, his/her salary shall remain the same, unless more is necessary to reach the starting salary of the open range or salary as determined by the approved Salary Administration Plan. If the change in pay results from a competitive process, the department may offer the employee a lower salary based on internal equity issues or a higher salary up to five percent (5%), in two and one-half percent (2.5%) increments, provided it does not exceed the maximum of the salary of the new grade/open range, unless more is necessary to reach the minimum salary of the new grade/open range or salary as determined by the approved salary administration plan, when applicable. Open range reappointments in excess of five percent (5%) require written approval by the Company.

2. When an employee moves from a position with an open salary range to a position with a salary grade, his/her salary shall remain the same, unless more is necessary to reach the minimum salary of the salary grade. If the change in pay results from a competitive process, the department may offer the employee a lower salary based on internal equity issues or a higher salary up to five percent (5%), in two and one-half percent (2.5%) increments, provided it does not exceed the maximum of the new grade/open range or salary, unless more is necessary to reach the minimum salary of the new grade/open range or salary as determined by the approved salary administration plan, when applicable. Open range reappointments in excess of five percent (5%) require written approval by the Company.
 3. Salary placement for employees into classifications having an approved salary matrix (salary administration plan) shall be made in accordance with the approved salary matrix. This shall include placement for actions described in 8-117 H, I, J and K above.
- P. Anniversary Increases. If the Company determines that an anniversary increase is appropriate, it may grant an employee a two and one-half percent (2.5%) anniversary increase based upon an official performance review with the majority of the ratings being successful or above, provided no formal disciplinary action has occurred during the performance rating period. In no case shall an anniversary increase raise an employee's salary above the maximum salary of the salary grade/open range unless approved by the Company.
- Q. Compensation Effective Date. The effective date for compensation actions defined in 8-117 F, G, and K above shall be the first day of the pay period following Company approval, unless otherwise addressed in policy or by Company directive.

Policy 8-118

- A. Definitions
1. "Record" means any information maintained on an individual with his/her name and/or other identification.
 2. "Official personnel file" means any employment information maintained on current or former Company employees.
 3. "Maintain" means collect, file, update, use, or disseminate.

4. "Access" means to have permission, liberty, or ability to examine, obtain information from, or add to personnel files as defined in this Policy.
5. "Official insurance file" means insurance and benefits information maintained on current Company employees.
6. "Official payroll file" means any payroll information maintained on current Company employees.
7. "Custodian of Records" means the person(s) designated by the Company to be in charge of official employee records.

B. General

1. Effective personnel administration requires the gathering and use of information concerning employees. Personnel files shall be established and maintained in a manner designed to protect the privacy of all concerned.
2. Each supervisor is responsible for assuring that employment information is filed in the appropriate personnel file.
3. To avoid inappropriate disclosure of records pertaining to Company employees, all inquiries for personnel information and all inquiries for payroll information shall be referred to the Facility Manager.

C. Official Personnel Files

1. Official personnel files shall be maintained by and are the property of Company.
2. Each official personnel file shall contain the following actions and the following information:
 - a. Employee's name;
 - b. Social Security Number;
 - c. Employee emergency information;
 - d. Employment application(s);
 - e. Personnel Action Forms and supporting documentation;
 - f. Loyalty Oath;
 - g. Performance Appraisal Forms;

- h. Documentation of all formal disciplinary actions and grievance actions not alleging discrimination when the grievance was filed based on a Letter of Reprimand;
- i. Relevant credentials and/or verification of transcripts or diplomas as stated on the application;
- k. A copy of the Company Drug-Free Workplace Agreement signed by the employee;
- l. Preventing Workplace Harassment Acknowledgment;
- m. Employee Consent to the Company's Disclosure of Employment Information and Release of Liability Form;
- n. Applicant Consent to Release Liability and Reference Information Form and accompanying reference check documentation;
- o. Eligibility for Reinstatement of Sick Leave Hours Form.

D. Official Insurance Files

- 1. Official insurance files are maintained by Company and should contain the following information:
 - a. Medical membership records;
 - b. Dental membership records;
 - c. Life insurance membership records;
 - d. Other supplemental benefit records.

E. Official Payroll Files

- 1. Official payroll files are maintained by the Company Department and should contain the following documents:
 - a. W-4 Forms;
 - b. Retirement Plan Enrollment Form, Application for Return of Contributions Form and/or Change of Beneficiary Designation Form;
 - c. Authorizations for deductions;
 - d. Immigration and Naturalization Service I-9 Form;
 - e. U.S. Military Selective Service Act Compliance Form.

2. The Company shall respond to civil subpoenas for any payroll records in the same manner outlined in G.5 below.

F. Department Files

1. Department personnel files should contain the following information:
 - a. Employee's name;
 - b. Social Security Number;
 - c. Classification title and classification code;
 - d. Position description;
 - e. Employee emergency information;
 - f. Copies of Personnel Action Forms;
 - g. Current attendance record;
 - h. Performance Appraisal and Performance Plan forms;
 - i. Documentation of all formal and informal disciplinary and grievance actions;
 - j. Letters of commendation;
 - k. Educational Reimbursement Application Forms;
 - l. Outside Employment Permission forms;
 - m. Computer Use and Electronic Mail Procedure acknowledgments;
 - n. Termination arrangements (non-medical) as found in Personnel Policy 8-123.A.6.
2. Department medical files should contain the following information:
 - a. Workers' compensation reports:
 - (1) Initial reports (Supervisor's Report of Industrial Accident/ Injury; Employer's Report of Industrial Injury);
 - (2) Work status documentation from health care provider;
 - b. Accident /Injury reports;
 - c. Records and documents relating to medical certifications or medical history.

- d. Hepatitis B Vaccination Consent/Declination Form.
 - e. Company Risk of Exposure Notification.
 - f. Termination arrangements (verification from medical provider) as found in Personnel Policy 8-123.A.6.
3. Upon request, departments shall provide an opportunity for employees to review their department files.
 4. Department files shall be relocated to the receiving department when an employee transfers. The transferring department may retain the following information:
 - a. Employee's name;
 - b. Address;
 - c. Social Security Number;
 - d. History of personnel actions as indicated on Personnel Action Forms.
 5. Any employee records maintained by the department, aside from those contained in the official department personnel file, shall contain no adverse material that is not contained in the official department personnel file. For the purpose of employee performance evaluation, notations related to deficiencies in identified performance factors may be maintained in a supervisory file provided the performance issue(s) has been discussed with the employee and the notation(s) removed after the performance evaluation has been issued.

G. Access to Personnel Files

1. Official personnel files shall not be disclosed except as required by law. The following persons may be allowed access to official personnel files:
 - a. Facility Manager or designee;
 - b. The employee or the employee's designated representative who has written authorization from the employee;
 - c. Law enforcement and investigative organizations' staff in the course of their duty, when required, and only after presentation of proper identification and a release signed by the employee, or a subpoena calling for release of the records;

- d. Internal, state and federal auditors in the course of their duty, when required, and only after presentation of proper identification and notification of the audit;
 - e. The employee's supervisor.
 2. The Company may provide access to persons other than those cited in this Policy upon determination that such persons in the course of their official duties have a valid need-to-know.
 3. Department personnel files shall not be disclosed except as required by law. The following persons may be allowed access:
 - a. The Facility Manager or designee;
 - b. The employee or the employee's designated representative, who has written authorization from the employee;
 - c. The employee's supervisor;
 - d. Law enforcement and investigative organizations' staff in the course of their duty, when required, and only after presentation of proper identification and a release signed by the employee, or a subpoena calling for release of the records.
 4. The Company shall require reasonable identification of individuals requesting information to assure that records are disclosed only to the proper persons.
 5. The Company shall respond to civil subpoenas for any personnel records as follows:
 - a. Notify the affected employee;
 - b. Determine whether to seek, a protective order restricting dissemination to only such materials as are necessary and proper; and
 - c. Comply with the subpoena as required by law.
 6. Each employee and/or his/her authorized representative has the right to review the employee's personnel files. With reasonable notice given to the Company, files may be reviewed in the presence of authorized staff.
 7. Employees shall be provided with copies of their own personnel records for a fee not to exceed the actual cost of providing the copy, or the prescribed statutory fee, if any, whichever is less.

Policy 8-119

All employees must observe the following basic work rule principles:

- A. Observe Personnel Policies and Company Rules.
- B. Report to work on scheduled work days at the proper starting time and remain at assigned work station for the scheduled periods, unless permission to leave has been granted by the supervisor.
- C. Do not abuse Company leave policies, departmental break, rest, or lunch periods.
- D. Be careful and considerate in the use of Company property and equipment. Keep tools, machines, vehicles and other Company property clean and in proper condition.
- E. Notify your immediate supervisor as required in these Policies if absence from assigned duties is necessary.
- F. Obtain Company permission before soliciting, selling, passing petitions, or distributing or circulating written or printed matter of any description on Company-controlled property. Employees may post written or printed material on employee bulletin boards without permission, provided such material is not detrimental to the Company.
- G. Follow established safety practices and report any accidents to the supervisor.
- H. Cooperate in keeping the work site clean and sanitary.
- I. Carry out specific orders or instructions from the immediate supervisor or another employee in charge.
- J. Perform a full day's work in an efficient and professional manner in accordance with the methods and standards required by the Company.
- K. Be responsive to the Company customers at all times while performing any duties which are related to Company employment, or whenever representing the Company in any capacity.
- L. Prepare all records and reports truthfully and completely.
- M. Establish and maintain effective working relationships with others and do not take part in harmful and/or malicious gossip.
- N. Report to the immediate supervisor all known mistakes, policy violations, or infractions of the Rules of Conduct.

- O. Report to the immediate supervisor any known willful damage, thievery, or unauthorized removal of Company property.
- P. Do not engage in physical violence or threats of physical violence with fellow employees and the public.
- Q. Do not use abusive, profane, or obscene language or gestures or display obscene or offensive materials. Materials related to the health field which are determined to be of business necessity are excluded from this Policy.
- R. Do not make slurs and/or remarks concerning race, color, religion, national origin, age, sex, disability, veteran's status, or sexual orientation, when applicable.
- S. Treat all co-workers and general public in a courteous manner.
- T. Report to immediate supervisor any criminal conviction of the employee that results from drug statute violations in the workplace. The report must be made no later than five (5) calendar days following such conviction.
- U. Follow Company Policy regarding acceptance of gifts.
- V. Supervisory responsibilities include:
 - 1. Assuring that employees are informed regarding changes in Company policy and working conditions.
 - 2. Administering Company Personnel Policies and Administrative Procedures in a fair and equitable manner.
 - 3. Assuring that the work activity of subordinates is performed in an efficient manner and is of high quality.
 - 4. Monitoring employee conduct for compliance with the Company Rules and Personnel Policies.
- W. Prohibited conduct - employees shall not:
 - 1. Hold financial or personal interests that could negatively impact the interest of the Company.
 - 2. Use or attempt to use their positions or confidential information for financial gain or for personal advantage.
 - 3. Permit themselves to be placed under any kind of personal obligation or allow themselves to be put in any kind of situation which could lead any person to expect personal favors.

4. Give preferential treatment to any private organization or individual.
5. Engage in any outside employment as defined in Personnel Policy 8111 or outside activities, including seeking and negotiating for employment, that conflict with official and assigned Company duties and responsibilities.
6. Accept or solicit, directly or indirectly, anything of economic value, which means anything exceeding \$25 in value, as a gift, gratuity, favor, entertainment, or loan, which is, or may appear to be, designed to influence the employee's conduct.
7. Directly or indirectly use or allow the use of Company property of any kind, including property leased by the Company, for other than assigned duties.

Policy 8-120

A. Definitions

1. "Allocation" means the assignment of a position to a classification.
2. "Reallocation" means a change in the assignment of a position to a classification.
3. "Reclassification" means a change in the classification of an incumbent employee.
4. "Official position audit" means the examination of the required duties and responsibilities of a position to determine whether the position is assigned to the appropriate classification.

B. Reallocation Actions

1. An official position audit may result in reallocation of a position to a classification at a higher or lower salary grade, or to the same salary grade in a new classification, or the audit may result in no reallocation.
2. The Facility Manager or designee shall determine whether to reallocate a position.

C. Reclassification Actions

1. If an audit results in a position being reallocated to a classification paid at a higher salary grade, and if the incumbent employee has been performing the duties of the higher classification as determined by the Facility Manager, then the employee shall be reclassified.

2. If an audit results in a position being reallocated to a classification paid at a lower salary grade, and if the incumbent employee has been performing the duties of the lower classification as determined by the Facility Manager, then the employee shall be reclassified.
3. If an audit results in a position being reallocated to a different classification paid at the same salary grade, and if the incumbent employee has been performing the duties of the different classification as determined by the Facility Manager, then the employee shall be reclassified.

D. Reallocated Position Filled by Competitive Process. If an audit results in a position being reallocated to another classification, and if the incumbent employee has not been performing the duties of the new classification as determined by the Facility Manager, the position shall be filled at the reallocated level by a competitive process.

If the incumbent employee is not selected to fill the position at the reallocated level as a result of the competitive process, then the employee must choose an applicable option available under Company rules, or be laid off.

E. General Provisions

1. The Facility Manager is responsible for notifying the employee of the final results of an official position audit.
2. In all cases of reclassification involving non-tested classifications, the incumbent employee must meet the minimum qualifications of the new classification.
3. In cases of reclassification involving tested classifications, the following shall apply:
 - a. If the employee is reclassified from a non-tested classification to a tested classification, or is reclassified from a tested classification to a higher-tested classification, and the employee has served in the former classification for a minimum of six (6) months, the employee shall be treated as having received the minimum test scores necessary to meet the minimum qualifications of the new classification and be reclassified. In such cases, the employee must pass the appropriate test in order to compete for future openings within the same classification for which they received the minimum test scores.

- b. If the employee has served less than six (6) months in the reallocated classification, he/she must pass the appropriate test in order to be reclassified to the new classification.
4. In cases where the employee does not meet the minimum qualifications of the new classification, does not pass the test required in 3.b above, or does not accept the reclassification, the employee may take a reassignment if available, a voluntary demotion if available, or be laid off. The position shall then be filled by a competitive process.

Policy 8-121

A. Definitions

1. "Seniority" means the actual number of hours for which paid, excluding overtime, during periods of continuous employment with the County/Company. It also includes all hours of approved paid leave time.
2. "Date of hire" means the date of appointment to continuous Company employment or, if the employee transferred to the Company from the County, the date of appointment to continuous County employment.
3. "Anniversary date" means the date of appointment to a regular appointment type without a break in service. The anniversary date may be adjusted for reinstatement or reemployment.
4. "Break in service" means that a termination action has taken place.
5. "Continuous employment" means employment which has no break in service.

B. Conditions of Accumulation

1. An employee begins to accumulate seniority from date of hire.
2. Seniority earned as a temporary employee shall be applied to seniority accumulation if no break in service resulted from the change in status.
3. A reinstated or reemployed employee regains the seniority held at the time of termination.

Policy 8-122

A. Coverage

1. The Company offers group insurance coverage for its employees and their dependents as follows:
 - a. Medical insurance;
 - b. Dental insurance;
 - c. Life insurance (basic and supplemental);
 - d. Additional plans, as adopted by the Company. Such additional plans may be governed by Administrative Procedures.
2. An employee may be required to share the cost of insurance, except that the Company pays for the entire premium cost of the basic life policy.
3. Employees electing coverage may choose to cover eligible dependents.

B. Eligibility for Insurance Coverage

1. A regular full-time or part-time employee hired to work and receiving pay for twenty (20) or more hours per week, or forty (40) or more hours per pay period, is eligible. A variable-time employee hired to work and receiving pay for a minimum of twenty (20) hours per week, or forty (40) or more hours per pay period, regardless of the actual number of hours worked, is eligible. A temporary employee extended beyond the first six (6) months of employment and hired to work and receiving pay for a minimum of twenty (20) hours per week, or forty (40) or more hours per pay period, is eligible.
2. If both spouses or domestic partners work for the Company and are eligible for benefits, only one (1) person is allowed to cover eligible dependents (medical and dental insurance only). For the purpose of Company insurance coverage, an eligible dependent is a legally married spouse, domestic partner, natural born child, stepchild, adopted child of the employee or domestic partner, child who has been placed for adoption with the employee or domestic partner and for whom the application and approval procedures for adoption pursuant to ARS §8-105 or §8-108 have begun, and/or a child for whom the employee or domestic partner has obtained court ordered guardianship.

3. A dependent child is insurable up to the age of twenty-five (25). To qualify, the dependent child must be unmarried and listed on the employee's federal Form 1040 as a qualified dependent or is a full-time student for at least six months during the year of coverage and primarily reliant upon his or her parents or enrolled domestic partner for financial support. An enrolled dependent child will continue to be eligible beyond the age of twenty-five (25) provided he/she is incapable of self-sustaining employment by reasons of mental retardation or physical disability and is chiefly dependent upon the employee or enrolled domestic partner for support and maintenance. Restrictions may be placed on dependent coverage by an insurance carrier if the dependent is not living within the carrier's defined service area. At any time, an employee may be requested to document dependent status.

C. Enrollment and Effective Date

1. Insurance coverage becomes effective the first day of the month following completion of thirty (30) calendar days of eligibility. An eligible employee electing insurance coverage must enroll with the coverage provider within the scheduled enrollment period or wait until the next open enrollment period to obtain insurance coverage. Bi-weekly premium deductions will begin the first pay period following enrollment.
2. A reinstated employee's insurance coverage becomes effective the first day of the month following reinstatement.
3. A reemployed employee shall be treated as a new employee.

D. Open Enrollment

1. Open enrollment for group insurance is held at least once a year. This is a specified period during which an eligible employee may enroll or change medical/dental insurance plans, cancel medical/dental insurance, add eligible dependents, cancel dependents, or enroll in supplemental life insurance (with restrictions).
2. Supplemental life insurance is available on an open and continuous enrollment basis for all employees who elect to purchase benefits with post-tax dollars. Employees who purchase benefits with pre-tax dollars may enroll or change supplemental life insurance coverage only during the annual open enrollment.

Evidence of insurability of all applicants, except new employees, will be required for supplemental life insurance.

E. Coverage Changes, Cancellation of Coverage, Changes in Family Status

1. An employee may enroll in or cancel insurance coverage and/or add or delete dependents only during the regularly scheduled open enrollment, unless a family status change has occurred. A family status change is defined to be:
 - a. Marriage;
 - b. Divorce;
 - c. Legal separation;
 - d. The establishment or dissolution of a domestic partner relationship;
 - e. Birth;
 - f. Adoption;
 - g. Placement for adoption pursuant to ARS §8-105 or §8-108;
 - h. Court ordered guardianship;
 - i. Dependent leaves the service area (for certain medical and dental plans);
 - j. Employee's spouse or domestic partner obtains new employment, becomes eligible for benefits with current employer, becomes ineligible for benefits with current employer, terminates employment;
 - k. Dependent obtains insurance through County employment;
 - l. Leave of absence without pay;
 - m. Dependent child(ren) no longer meets the definition of a dependent child (i.e. marriage, over-age, etc.).
2. These changes must be made on the appropriate forms within thirty-one (31) calendar days of the date of occurrence. Premium changes will be effective the first day of the period following notification. An employee may not change from one plan to another except during the scheduled open enrollment period.
3. Cancellation of coverage shall occur for non-payment of premiums.
4. An employee's insurance coverage terminates at midnight on the last day of the month for which premiums were paid.

5. Unless a family status change has occurred, an employee whose coverage has been canceled in the current plan year may re-enroll for insurance coverage only during the next regularly scheduled open enrollment.
6. Reinstatement of coverage following cancellation for non-payment of premium and outside of the open enrollment period may be authorized by the Company.

F. Leave Without Pay; Reduction of Hours

1. An employee starting a leave of absence without pay may continue coverage under any of the Company's group insurance programs by submitting a Leave of Absence Insurance Form prior to such leave.
2. An employee on a leave of absence without pay, who terminates prior to the end of such leave, shall be responsible for payment of insurance premiums up to the date of termination.
3. If the employee's insurance coverage is terminated due to non-payment of premium, cancellation will be effective the end of the payroll period for which premiums were paid.
4. Insurance coverage under a reduction of hours will be as follows:
 - a. If an employee receives pay for less than forty (40) hours in one (1) pay period, or is on an approved leave of absence without pay for one (1) pay period, the Company shall continue its contribution for medical and dental insurance coverage for the employee.
 - b. If the employee receives pay for less than forty (40) hours in two (2) or more consecutive pay periods, or is on an approved leave of absence without pay for two (2) or more consecutive pay periods, the employee will be responsible for paying the employee's share and for reimbursing the Company for its share of the medical and dental premiums.
5. An employee on leave for a workers' compensation injury shall be responsible only for that portion of the premium(s) which would normally be deducted from her/his biweekly paycheck.
6. Unless the employee is transferred to a non-insurance eligible status position, the Company will continue to pay for basic life insurance coverage throughout the approved leave of absence without pay, or when the employee is receiving pay for less than forty (40) hours per pay period.

G. Leave Taken Under the Family and Medical Leave Act (FMLA)

1. When an employee is on an approved leave of absence without pay under the provisions of FMLA, the Company will continue to pay to insurance providers the Company's contribution for medical, dental and basic life insurance coverage for up to twelve (12) weeks during any twelve (12) month period. An employee taking leave under FMLA will be responsible for payment of the employee's share of premium costs for any Company-sponsored insurance benefits.
2. An employee starting an FMLA leave of absence without pay may continue coverage under any of the Company's group insurance programs by submitting an FMLA Leave of Absence Insurance Form prior to such leave.
3. The Company may recover insurance premiums paid on behalf of an employee during an unpaid leave under the provisions of FMLA if:
 - a. The employee fails to return from leave after the leave period has expired, and
 - b. Fails to return for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to take FMLA leave, or other circumstances beyond the employee's control.

H. Retiree Insurance Program

1. An employee retiring from Company service, who is receiving a monthly income from the Company Retirement Plan, is eligible to continue medical and dental insurance coverage at group rates until Medicare eligibility.
2. The retiree insurance program's benefits and premium rates are set by the Company on an annual basis.

I. Complaints. Formal complaints may be made in writing to the Facility Manager.

J. Continuation of Group Medical, Dental and Employee Assistance Program Coverage.

Under Public Law Number 99-272, as amended, certain employees and dependents are eligible to continue group medical benefits, dental insurance benefits and employee assistance program benefits. This continuation requires the eligible employee or dependent to pay the full premium (without Company contribution) plus a 2% administration fee.

Policy 8-123

A. Obligations Employees Have to the County Upon Termination

1. A resigning employee shall submit a written resignation to an appropriate supervisor at least ten (10) business days before planning to leave Company service, unless the time frame has been modified or waived by the Company. If written notice is not received, oral notice of resignation becomes effective on the date stated by the employee and must be witnessed and documented by the Facility Manager or designee. A written confirmation of the resignation shall be sent to the employee within two (2) business days of the employee's oral notification. Failure to provide such timely notice could jeopardize consideration for future employment with the Company.
2. The employee shall adhere to checkout procedures as outlined by the Company. Checkout procedures to be completed by a terminating employee shall include but not be limited to:
 - a. Return of all equipment and supplies to the designated unit charged with their maintenance. This includes keys, identification cards, clothing, etc.;
 - b. Payback of any outstanding financial obligations such as educational reimbursement, travel advances, personal telephone expenses, etc.;
 - c. Arrangement for final paycheck from the departmental payroll section;
ARS § 23-353 provides:
 - (1) Employees who are dismissed shall be paid wages due within three (3) business days or at the end of the next regular pay period, whichever is sooner.
 - (2) Employees who resign shall be paid in the usual manner all wages due no later than the regular payday for the pay period during which the termination occurred. If requested by the employee, such wages may be paid by mail.
 - d. Exit interviews, when offered.
3. An employee who terminates employment with the Company within six (6) months of receipt of uniform allowance shall return fifty percent (50%) of monies

received for the uniforms or have that amount withheld from the final paycheck provided the amount withheld does not bring the employee's pay below the required minimum wage or overtime levels.

4. An employee who terminates employment with the Company within six (6) months of receipt of educational reimbursement shall return fifty percent (50%) of monies received or arrange with the department to have that amount withheld from the final paycheck provided the amount withheld does not cause the employee's pay to fall below the required minimum wage or overtime levels.

5. Training Reimbursement

- a. Any employee who voluntarily terminates employment with the Company within six (6) months of completing any job-related training session or conference, wherein the training or conference fee exceeds five hundred dollars (\$500.00), shall return fifty percent (50%) of the training/conference fee or make arrangements with the department to have that amount withheld from the final paycheck provided the reimbursement does not result in payment to the employee of less than the amount required by applicable minimum wage and/or overtime requirements.

6. An employee shall work the two (2) weeks prior to resignation unless other arrangements are made with the Facility Manager and a letter stating the arrangements is forwarded to the employee's department personnel file. The Company shall not grant the use of sick leave during this time without verification from a medical practitioner.

- a. An employee currently on full-time FMLA leave is exempt from Personnel Policy 8-123 A.6 above.
- b. For an employee on intermittent FMLA leave, the work arrangement may be based on the medical certification on file and, at the discretion of the Facility Manager, verification may not be required.

B. Company's Obligation to Terminating Employees

1. Annual Leave

- a. Termination. While on initial probation, a terminating employee who has completed six (6) months of his/her initial probation shall receive payment for accrued annual leave in the same manner as permanent

employees. All permanent employees shall receive payment for annual leave hours accrued through the pay period in which the effective date of termination occurs, up to a maximum of two hundred forty (240) hours.

- b. Layoff. All accrued annual leave hours shall be paid to the laid-off employee.
- c. Death. All accrued annual leave hours shall be paid to the surviving spouse or to the estate of the deceased.
- d. Retirement. The unused hours of sick leave converted to annual leave for retirement payout purposes shall not be included in the calculation of the two hundred forty (240) hours annual leave payoff limit.

All annual leave hours paid to a terminating employee shall include shift differential and assignment pay in effect at the time of termination. An employee who is detailed to a higher position at the time of termination shall be returned to his/her previous position as of the effective date of termination and shall be paid for accrued annual leave hours at the rate of the previous position.

2. Sick Leave

- a. Termination. Except as provided in Subsections b. and c. below, accrued sick leave shall not be paid to any terminating employee.
- b. Retirement. An employee taking normal, early or permanent disability retirement shall be paid for unused, accrued sick leave pursuant to Personnel Policy 8-106 H.
- c. Death. Using the conversion formula cited in Personnel Policy 8-106 H.4, unused hours of sick leave shall be converted to annual leave and paid to the surviving spouse or to the estate of the deceased. The employee need not be eligible for retirement at the time of death in order for the conversion to be calculated and the payment to be made.
- d. Layoff. A conversion of unused sick leave hours to annual leave upon layoff is available to employees upon request and prior to the date of layoff. If an employee requests and receives this payout and returns to Company employment, he or she is ineligible for reinstatement of sick leave hours under Personnel Policy 8-106 F.2.

3. Compensatory Time. Accrued compensatory time shall be paid to terminating employees to a maximum of one hundred twenty (120) hours. Shift differential and assignment pay in effect at the time of termination shall be included in the calculation of payment for compensatory time. An employee who is detailed to a higher position at the time of termination shall be returned to his/her previous position as of the effective date of termination and shall be paid for accrued compensatory time at the rate of the previous position.