UPDATED

PERSONNEL POLICY

ARIZONA PROSECUTING ATTORNEYS' ADVISORY COUNCIL

I. WORK REQUIREMENTS:

A. Hours of Work:

Employees of the Council shall work from 8:30 a.m. to 5:00 p.m., Monday through Friday.

Hours and days absent are charged to sick or vacation leave as appropriate or to compensatory time off.

Employees shall notify the Council office as early in the morning as possible if for any reason they will be unexpectedly absent.

B. Overtime:

Recurring overtime should not be necessary for stenographic and clerical employees, except during the legislative sessions.

Upon termination of employment, each employee (except professional staff) will be paid at the current rate of pay for unused compensatory leave credits earned on or after 10-13-78.

Overtime must be authorized in advance by a professional staff person. Time spent at the office before the usual opening hour and time spent at the office after the usual closing hour does not automatically constitute overtime. Overtime reports must be made weekly for all personnel.

Any additional work performed at seminars or conferences shall not be considered overtime.

C. Payroll Procedures:

There shall be 24 pay periods per year. Employees will be paid on the 1st and 15th days of each month.

Deductions will be made for social security, federal withholding tax, and a retirement plan, if applicable.

D. Holidays:

The following are scheduled holidays for all regular

salaried employees:

1. January 1, "New Year's Day"
2. Second Monday in February, "Lincoln Day"
3. Third Monday in February, "Washington's Birthday"
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, "Veteran's Day"
9. Fourth Thursday in November, "Thanksgiving Day"
10. December 25, "Christmas Day"

When any of the holidays enumerated in the above section fall on a Sunday, the following Monday shall be observed as holiday. Holidays falling on a Saturday will be observed on the preceding Friday. Paid holidays leave is not available to temporary, part-time (hourly) employees.

E. Holiday & Benefit Applicability:

Any salaried employee working less than 40 hours per week will receive holiday and sick leave pay in accordance with their usual work schedule.

II. BENEFITS:

A. Hospitalization:

After being on the payroll for one month on a full-time basis, a new regular salaried employee and the employee's dependents, if applicable, are covered under a group insurance program at no cost to the employee.

B. Sick Leave: (See insert)

1. Policy:

Sick leave shall include any approved period of absence with pay of an employee under the following conditions:

a. Illness or injury
b. Medical or dental care
c. Exposure to contagious disease and possible endangering of others
d. Critical illness or death of a member of the immediate family which requires the presence of the employee for assistance or care; up to three days may be granted

2. Accrual:

Each permanent salaried employee shall accrue sick leave credits at the rate of 5 hours for each completed pay

period.

Each permanent hourly employee working at least half-time or more, but less than full-time shall accrue sick leave credits at the rate of 2.5 hours for each completed pay period. (e.g., for 1/2 time, the hourly employee would accrue 60.00 hours or 7.5 days in one calendar year.)

Sick leave will accrue during any approved leave of absence with pay; but does not accrue during any leave of absence without pay which exceeds one month.

Permanent (salaried) employees may accumulate up to a maximum of one hundred and twenty (120) hours in one calendar year (15 days).

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.

C. Vacation Leave: (See insert)

a. Each full time permanent salaried and hourly employee shall accrue vacation leave at the rate of 5 hours for each completed pay period. (One and twenty-five hundredths days per month).

b. Annual leave will accrue during any approved leave of absence with pay; but does not accrue during any leave of absence without pay which exceeds one month.

c. Permanent (salaried) employees may accumulate up to a maximum of one hundred and twenty hours in one calendar year (15 days).

d. Upon completion of five calendar years of service, each full-time salaried employee shall accrue vacation leave at the rate of 1.67 days per month and may accumulate up to one hundred sixty hours in one calendar year (20 days).

e. Vacation leave shall not be charged against an employee's accrued balance for an authorized holiday which occurs while an employee is using vacation leave.

D. Disposition of Accrued and Sick Leave Upon Termination:

Upon termination of an employee eligible to use vacation leave with pay, all accrued annual leave credit will be paid at the employee's current hourly rate.

Upon termination, all accrued sick leave credits will be forfeited.

I. PURPOSE

A. Annual Leave is part of the benefits package available to eligible APAAC employees. It provides leave time for vacations, personal business and holidays not observed by the organization.

II. ELIGIBILITY AND ACCRUAL

A. Full-time salaried and full-time hourly employees will accrue annual leave at the following rates:

1. For the first five years of continuous service, each full-time salaried employee will accrue annual leave at the rate of 1.25 days per month for a maximum of 120 hours per calendar year (15 days).

2. Upon completion of five calendar years of continuous service, each full-time salaried employee shall accrue annual leave at the rate of 1.67 days per month for a maximum of 160 hours per calendar year (20 days).

3. Upon completion of ten calendar years of continuous service, each full-time salaried employee shall accrue annual leave at the rate of 2.08 days per month for a maximum of 200 hours per calendar year (25 days).

B. Annual leave will accrue during any approved leave of absence with pay but does not accrue during any leave of absence without pay which exceeds one month.

III. USE OF ANNUAL LEAVE

A. Annual leave must be scheduled and approved in advance according to APAAC policy, unless unforeseeable. There is otherwise no waiting period to use annual leave.

B. APAAC may require that approved annual leave be postponed or adjusted due to business necessity.

IV. ACCRUAL LIMITS

A. An employee may not accumulate more than 240 hours (30 days) of annual leave in one calendar year. Any accruals in excess of 240 hours at the end of the calendar year will be forfeited. It is the employee's responsibility to monitor their accrual balances and request annual leave in order to protect against the loss of accruals.

B. All eligible employees will have their annual leave balance paid to them at the time of termination at the current rate of pay.

I. POLICY

Sick Leave shall include any approved period of absence with pay of an employee under the following conditions:

A. Illness or injury

B. Medical or dental care

C. Exposure to contagious disease and possible endangering of others

D. Critical illness or death of a member of the immediate family which requires the presence of the employee for assistance or care; up to three days may be granted

II. ACCRUAL

Each permanent salaried employee shall accrue sick leave credits at the rate of 5 hours for each completed pay period.

Each permanent hourly employee working at least half-time or more, but less than full-time shall accrue sick leave credits at the rate of 2.5 hours for each completed pay period. (e.g., for ½ time, the hourly employee would accrue 60 hours or 7.5 days in one calendar year.)

Sick leave will accrue during any approved leave of absence with pay; but does not accrue during any leave of absence without pay which exceeds one month.

Permanent (salaried) employees may accumulate up to a maximum of one hundred twenty (120) hours in one calendar year (15 days).

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.

III. TERMINATION

Upon termination, all accrued sick leave credits will be forfeited.

E. Workmen's Compensation:

All employees are covered by insurance for workmen's compensation benefits by the State Compensation Fund.

F. Leave of Absence:

A leave of absence without pay may be granted at the discretion of the Executive Director. Such leaves will only be considered in cases of emergency.

III. Travel and Reimbursement Policy:

When members of the Council staff are required to travel outside the Phoenix Metropolitan Area within the State of Arizona on official business, they will be reimbursed for their actual and necessary expenses up to $40.00 per day. Council employees traveling outside the State of Arizona on official business shall be reimbursed for their actual and necessary expenses pursuant to A.R.S. Title 38, Chapter 4, Article 2. In addition, an employee who is required to travel on official business in his personal automobile, shall receive a mileage allowance of 24 cents per mile for actual miles traveled.

When members of the Council staff are required to attend a meeting, conference, or similar official function within the Phoenix Metropolitan Area at which a meal is served, or a registration, or other fee is required as a condition of attendance, reimbursement shall be made for actual and necessary expenses incurred by the employee.

IV. Required Phone Policy:

In that the business of the Prosecuting Attorneys' Council is often times conducted outside normal business hours, each professional employee of the Council is required to maintain a telephone at his place of residence at his expense.

Meetings at the Legislature and seminars conducted by the Council often times occur on weekends, holidays and irregular hours. It is on occasion necessary for professional staff to be available during these times.

V. Political Activity Prohibited:

Council employees are prohibited from engaging in any partisan political activity beyond the private expression of personal opinion, registering as a member of a political party, the signing of nominating, initiative, referendum or recall petitions, and voting in any special, primary, or general election.

VI. Sexual Harassment Prohibited:

Sexual harassment of one employee of the Council by another employee of the Council is strictly prohibited. Complaints of sexual harassment should conform to the procedures set out in the Grievance Procedure.

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of the grievance procedure is to provide a uniform, systematic, just and equitable method for the resolution of grievances as quickly as possible at the point nearest their origin. The grievance procedure assures an employee that any grievance will be heard and that any corrective action indicated will be taken without reprisal, coercion or discrimination against the employee submitting or interested in the grievance.

B. DEFINITION

A "grievance" is a complaint by an employee concerning the interpretation or application of policies and procedures governing personnel practices, departmental work rules, unsafe or unhealthy working conditions, alleged discrimination based on race, sex, religion, color, national origin, ancestry, age or handicap, or sexual harassment, or alleged improper treatment that cannot be satisfactorily resolved in an informal manner between the employee and his immediate supervisor.

C. SCOPE

The grievance procedure applies to all employees of the Arizona Prosecuting Attorneys' Advisory Council.

D. RESPONSIBILITIES

1. An employee has the responsibility to discuss his grievance with his immediate supervisor (or the Executive Director, after first informing his immediate supervisor of his intent, if the complaint is against his immediate supervisor), before initiating a written grievance. The supervisor will discuss the employee's complaint with him at a mutually satisfactory time.

2. If a complaint is to be made regarding someone who is a step in the grievancy procedure, the complaining employee may skip that step and proceed to the next higher step, i.e., if the complaint involves the Executive Director, the complaining employee may complain to the Chairman of the Training, Personnel and Finance Committee.

3. The immediate supervisor is responsible for resolving complaints whenever possible.

4. The Executive Director has the responsibility to inform the employee if the complaint is properly within the scope of the grievance procedure and, if not, to advise the employee of the proper method to resolve his problem.

5. The Executive Director has the responsibility to inform the employee of any limitation of APAAC's authority to fully resolve the grievance.

6. The Executive Director must supply the employee with the necessary information to process his grievance properly.

7. Any questions concerning the administration of the grievance procedure should be directed to the Executive Director.

E. EMPLOYEE RIGHTS AND RESTRICTIONS

1. The employee has the right to assistance of a representative of his choosing to represent him in formal grievance meetings. This representation may begin at the first written grievance step and is not appropriate in the discussion with the immediate supervisor unless desired by both the employee and supervisor.

2. An APAAC employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with operations.

3. All employee representatives wishing to enter a work area for the purpose of investigating a formal grievance must first obtain the permission of the work area supervisor. This permission should not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the employee representative.

4. An employee shall be given a reasonable amount of APAAC time to present his grievance to management. In scheduling the time, place and duration of any grievance meeting, both the employee and management will give due consideration to the duties each has in the essential operations of the department. No

employee shall lose his rights because of management-imposed limitation in scheduling meetings.

F. TIME LIMITS AND WAIVERS

1. An employee must initiate the grievance within five working days of the occurrence, or knowledge of the occurrence, of the matter on which the complaint is based.

2. Failure by management to reply to the employee's grievance within the time limits specified under (H) STEPS shall automatically grant the employee the right to process his grievance to the next level of review.

3. If the employee fails to appeal from one level to the next level within the time limits and in the manner provided under (H) STEPS, the grievance shall not be subject to further appeal or reconsideration.

4. Any level of review or any time limits established in the procedure may be waived or extended by mutual agreement between the employee and management and must be confirmed in writing.

G. PROCEDURES

An employee's grievance must be in writing and set forth a clear indication of unfairness resulting in harm or damage to him; indicate that it arises out of an act or omission of management related directly to working conditions or the employment relationship; show that it concerns a matter within the control of the Executive Director or the APAAC Council and state the relief sought; this relief must be within the authority of the Executive Director or the APAAC Council to grant in whole or in part.

H. STEPS

1. An employee who has a grievance must discuss it with his immediate supervisor within five working days of its occurrence or his knowledge of its occurrence. If the grievance is against the immediate supervisor or is not satisfactorily resolved after three working days, the employee may elect either of the optional steps A or B:

   A. The employee may discuss the grievance with the Executive Director. If the grievance is not satisfactorily resolved after three working

days;

B. The employee individually or with the employee's representative may within five working days submit the grievance in writing to the Executive Director. If after five working days the grievance is not satisfactorily resolved in writing:

2. The employee individually or with his representative may within five working days submit the grievance in writing to the Chairman of the Training, Personnel and Finance Committee. If after ten working days the grievance is not satisfactorily resolved in writing:

3. The employee may within ten working days request in writing to the Chairman of the Council for a review of the grievance or alleged discrimination.

4. The employee may after review of alleged discrimination by the Chairman of the Council, pursue his/her grievance of alleged discrimination with the Equal Employment Opportunity Commission (EEOC) or the Civil Rights Division of the Arizona Attorney General's Office (ACRD).

APAAC EMPLOYEE GRIEVANCE FORM

Addressed to - (indicate which one): Date of Filing:_____

( ) Supervisor_____

( ) Executive Director_____

( ) Chairman of Training, Personnel and Finance Committee _____
_____

( ) Chairman of the Council_____

Employee Name:_____ Job Title:_____

Date of event or action (or knowledge of the event or action) being grieved:_____
If this date is more than five (5) working days prior to the filing date, your grievance will not be accepted.

Event or action being grieved (use additional sheets of paper if necessary):_____

_____

_____

_____

Statement of facts (use additional sheets of paper if necessary):

_____

_____

_____

_____

Request remedy (use additional sheets of paper if necessary):

_____

_____

_____

_____

Employee Signature:_____ Date:_____

APAAC EMPLOYEE GRIEVANCE RESPONSE FORM

Date of Filing: _____

Name of Responder: _____

Job Title: _____

Findings: I have reviewed the facts of your grievance and have determined that (use additional sheets of paper if necessary):

_____

_____

_____

_____

_____

Action: Based on my finding of facts, I intend to take the following action (use additional sheets of paper if necessary):

_____

_____

_____

_____

_____

_____

Review: In the event you are not satisfied with my proposed action, you may request a review of this response by _____. Any request for review must be submitted within five (5) working days (ten working days if the request is to the Chairman of APAAC). A copy of all previous responses must accompany your request for review.

Responder's Signature: _____ Date: _____