

HUMAN RESOURCES SERVICE CENTER

# POLICY MANUAL

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SOUTHEASTERN ARIZONA GOVERNMENTS  
ORGANIZATION



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## **1. General Provisions**

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The purpose of this human resources manual is to establish a consistent system of personnel administration based on fairness and equity to employees, to the SouthEastern Arizona Governments Organization (SEAGO) and to its member agencies. This manual defines human resources policies that shall govern all aspects of the employee-employer relationship.

### **1.1. Not an Employment Contract**

Nothing contained in this manual should be interpreted to be a contract of employment between SEAGO and its employees, and nothing within this policy guarantees employment for any duration.

### **1.2. Human Resources Administration**

The Executive Director shall have responsibility for the administration of all Human Resources Policies for SEAGO. The Executive Director may delegate the day-to-day operations of the human resources system to a Personnel Officer or to program managers at his or her sole discretion.

The Executive Director is the final authority on all matters relating to this policy manual, except as noted within individual policies.

### **1.3. Supplemental Guidelines**

This policy manual may be supplemented by administrative directives, work rules and other guidelines as necessary to meet operating requirements, the needs of member agencies and the specifications of state and federal agencies. These supplemental guidelines will be documented and communicated to employees. They will have the same authority as the policies defined in this manual.

### **1.4. Adoption and Amendment of This Manual**

These policies are in force once they have been approved by the SEAGO Executive Board.

This policy manual may be amended periodically to respond to changes in Federal and State laws and regulations, and to the Organization's needs. The Executive Director shall develop policies and policy changes as appropriate and recommend these revisions to the Executive Board for approval.

### **1.5. Application of This Manual**

Except as defined in specific policies, the provisions of this policy manual apply to all employees, volunteers, contractors and others representing SEAGO.

The Executive Director is an unclassified employee, who serves at the pleasure of the SEAGO Executive Board. As an unclassified employee, the Executive Director is not covered by the discipline system and the grievance procedures.

### **1.6. Violations of the Human Resources Policies**

The provisions of these policies are an express condition of employment with SEAGO. Violation of the provisions of these policies shall be grounds for disciplinary action, including suspension, demotion, and dismissal.

## **1.7. Compliance**

The intent of this manual is to comply with relevant federal and state laws. In the event that there is a conflict, the federal and state laws shall take precedence.

## **2. Employment Rights and Responsibilities**

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### **2.1. Equal Employment Opportunity**

SEAGO provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, political affiliation, veteran status, genetics or any other protected status in accordance with applicable federal laws.

SEAGO also complies with applicable state laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, benefits, and training.

Violations of this policy may be cause for the full range of disciplinary action, up to and including termination.

### **2.2. Reasonable Accommodation**

SEAGO provides equal treatment for disabled employees who can perform with accommodation the essential tasks and meet the bona fide occupational qualifications of the position, when such accommodations do not impose an undue hardship on the Organization.

The intent of this policy is to comply fully with the Americans with Disabilities Act and to ensure equal opportunity in employment for all qualified persons with disabilities.

### **2.3. Harassment**

SEAGO strictly prohibits any form of employee harassment based on race, color, religion, sex, national origin, age, disability, political affiliation, veteran status, or genetics. Improper interference with the ability of employees to perform their job duties will not be tolerated.

SEAGO endeavors to maintain an environment that is free from all forms of discrimination, including harassment. No employee should be subjected to sexual, racial, ethnic, religious, age or disability harassment in any form, or harassment on the basis of any other legally-protected status. The Organization will not tolerate harassing behavior by any employee.

Each member of management is responsible for creating an atmosphere free of discrimination and harassment. In addition, employees are responsible for respecting the rights of their co-workers.

Harassment is defined as unwelcome or unsolicited verbal, physical, or sexual conduct with the following characteristics:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of creating an intimidating, hostile or offensive work environment.

With respect to sexual harassment, the Organization expressly prohibits the following:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or other offensive nature.



2. Offensive comments, jokes, innuendoes, and other sexually oriented statements. Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:
  - o Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair or brushing against another's body;
  - o Sexually suggestive touching;
  - o Grabbing, groping, kissing, fondling;
  - o Violating someone's "personal space";
  - o Lewd, off-color, sexually oriented comments or jokes;
  - o Foul or obscene language;
  - o Leering, staring or stalking;
  - o Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons;
  - o Sexually oriented or explicit remarks;
  - o Questions about one's sex life or experience; and
  - o Repeated requests for dates.

The Executive Director shall be responsible for formally notifying all employees and managers, volunteers, and contractors/vendors of the content and requirements of this policy.

#### **A. Implementation**

The Executive Director and the program managers are responsible for creating a productive work environment in which offensive conduct or harassment is completely out of place. They are responsible for taking immediate and appropriate corrective action in response to any confirmed violation of this policy and for assuring that no reprisals are taken against those who complain or against corroborating witnesses.

#### **B. Investigation of Complaints**

The Organization is committed to thoroughly investigating each complaint, and to taking immediate and appropriate corrective action on all confirmed violations of this policy. The Executive Director is responsible for the enforcement of this policy.

The Executive Director shall appoint an appropriate individual to thoroughly investigate, document and recommend appropriate corrective action. The Executive Director shall assure that all complaints are resolved promptly and effectively.

If the Organization determines that an employee has harassed another individual, appropriate disciplinary action will be taken, up to and including termination of employment.

#### **C. Reporting Possible Harassment**

If you believe that you have been subjected to harassment, report this immediately to your supervisor, your program manager, the Executive Director or the Chair of the SEAGO Administrative Council. Management will investigate to determine the cause of the complaint and work with the employee to affect an equitable solution. Every effort shall be made to resolve the difficulty at the lowest level practicable. The complaint will be kept confidential to the extent permitted by law.

All other employees, including supervisors, program managers or directors, who become aware of possible harassment of an employee, either as a result of having received a complaint directly from the employee or from personal observations, should report the situation to a program manager or the Executive Director. The program manager shall immediately report the situation to the Executive Director.

The person reporting the alleged harassment should be informed that once a report has been made, or certain behavior has been observed, the employer has a legal responsibility to investigate and attempt to resolve the issues raised.

#### **D. No Reprisals**

No reprisals of any kind shall be taken against an employee because that employee has asserted a complaint, or against any witness who has reported or assisted in the investigation of a harassment complaint.

If, after investigating any complaint of harassment, the Executive Director determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information. The discipline may be up to and including termination.

#### **E. Option to Report to an Outside Agency**

The employee filing the complaint has the option of requesting the services of the state of Arizona Department of Law Civil Rights Division or the federal Equal Employment Opportunity Commission at any time.

### **2.4. Conflict of Interest**

SEAGO employees are expected to manage personal and business affairs so as to avoid situations that might lead either to conflict or the appearance of conflict between self-interest and their responsibilities to SEAGO, to the member agencies and to the general public.

Every employee has an obligation to identify, disclose, avoid and manage conflicts of interest. Potential for conflict of interest does exist when an employee or an employee's immediate family may be financially impacted by a decision made by SEAGO or its member agencies.

Situations that involve potential conflict of interest should be resolved as they occur, so that they will not develop into serious problems. Questions about potential conflicts of interest should be discussed with the Executive Director.

- No employee shall engage in any activity or enterprise which conflicts with their duties as an employee of SEAGO or with the duties, functions and responsibilities of their position.
- No employee may receive or agree to receive directly or indirectly, compensation other than as provided by law for any service rendered or to be rendered by him or her personally in any case, proceeding, application, or other matter which is pending before the Organization.

Any violation of this policy may result in disciplinary action, up to and including termination of employment. Situations may arise that have not been directly addressed in this policy. The final resolution of such situations rests with the Executive Director.

A conflict of interest is defined in accordance with the provisions of ARS Title 38, Article 8.

#### **A. Business with Private Party or Vendor**

No employee should participate in decisions regarding conduct of SEAGO business with any private party or vendor by whom the employee or an immediate family member is employed, or is actively seeking employment.

## **B. Acceptance of Gifts, Gratuities, Hospitality**

No employee should accept gifts, loans, gratuities, discounts, favors, hospitality, services or other compensation under circumstances from which it could reasonably be inferred that a purpose of the donor is to influence the employee in the performance of duties.

An employee may accept unsolicited gratuities of value up to \$100, provided such an offer and acceptance do not violate the provisions of this policy. Any gratuity with a value of \$25 or more requires a written report, listing the gratuity, donor, and value, be filed with the Executive Director. If the gift is presented to the Executive Director, the report will be forwarded to the Chairman of the SEAGO Executive Board and kept on file in SEAGO

An employee may accept a gratuity regardless of value offered and accepted on behalf of SEAGO. The gift will remain the property of SEAGO and shall not be removed from SEAGO facilities. A report of all gifts accepted on behalf of SEAGO will be submitted to the SEAGO Executive Board in its next regular meeting.

### **2.5. Nepotism**

No member of the immediate family of any full or part-time employee of SEAGO shall be appointed to a position in SEAGO. This provision may be waived by the Chairman of the SEAGO Executive Board if it is determined to be in the best interest of the Organization.

No SEAGO Official shall appoint or vote for the appointment of any person related to him by affinity or consanguinity within the third degree to any position, employment or duty in the Organization. No official shall appoint, vote for or agree to appoint, or to work for, suggest, arrange or be a party to the appointment of any person in consideration of the appointment of a person related to him within the degree provided by this section.

Employees who reside in the same household will also be excluded from employment. One of them shall terminate employment. The affected employees will determine which of them will resign in order to ensure compliance with this policy.

If the situation develops after the individuals are already employed by SEAGO, they will be given 90 days to resolve it. They will be allowed to choose who will resign. If the situation is not resolved in 90 calendar days, the Organization will terminate one of the employees. The Executive Director may extend this timeline for the good of the Organization.

### **2.6. Personal Relationships**

An employee of SEAGO shall not have a personal relationship with another employee of the Organization.

#### **A. Definition**

“Personal relationship” is defined as a continuing relationship of a romantic or intimate nature. The Organization reserves the right to take prompt action if an actual or potential conflict of interest arises.

#### **B. Corrective Action**

When a conflict or the potential for conflict arises because of a personal relationship between employees both employees may be terminated from employment.

If a personal relationship is established after employment, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Executive Director. The individuals concerned will be given the opportunity to decide who is to resign. If the decision is not made within 90 calendar days, the Executive Director will decide who is to be terminated from employment. The Executive Director may extend this timeline for the good of the Organization.

## **2.7. Outside Employment**

An employee may take outside employment. However, the employee should consider his or her position with SEAGO to be his or her primary place of employment. The outside employment may reflect on the Organization. Therefore, the Organization will oppose outside employment when it interferes with any employee's duties for SEAGO, involves a potential conflict of interest, or may compromise the integrity or credibility of the Organization.

The employee shall advise the Executive Director of the nature of the outside employment, hours involved, and any other relevant information. In any situation where the employee's regular SEAGO position requires extra hours, these hours shall take precedence to the outside employment.

## **2.8. Confidentiality**

Information relating to applicants, clients, enrollees, trainees, employees or others benefiting from programs administered by SEAGO shall be treated as highly confidential. No employee shall divulge any such information to any unauthorized person, either verbally or in writing, at any time, for any purpose.

Request for employment information concerning current or former employees shall be honored, but shall be limited to positions held, dates of employment and salary levels, and shall be provided only by the Executive Director and his or her designee.

## **2.9. Political Activity**

Employees are prohibited from engaging in any partisan political activity and/or activity relating to political issues 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.

The Organization seeks to maintain neutrality concerning political matters to the extent possible. Employees of SEAGO have a right to entertain and express personal opinions about political candidates and issues. However, when performing their duties on behalf of the Organization, employees shall maintain neutrality in action and appearance.

An employee who chooses to participate in political activity during off-duty hours should not use his or her position with SEAGO in connection with such political activities.

No employee of SEAGO shall solicit any contribution in cash or services from any state, federal, or local government employee or member of the citizenry to support any candidate for public office.

Employees shall not discriminate in favor of or against any employee or applicant for employment on account of political contributions or permitted political activities.

### **3. Employment Process**

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The quality of service provided is directly affected by the selection and placement of personnel. In order to assure placement of the best candidates for every vacant position, primary consideration will be given to the qualifications and capabilities of candidates to perform required duties with a high degree of proficiency.

#### **3.1. Authorization for Recruitment and Selection**

The Executive Director shall approve all recruitment and selection activities. The Executive Director will consider recommendations from program managers and will determine what positions will be recruited. The Executive Director will also determine position, the salary level and the recruiting process.

The Executive Director will make all hiring decisions, with input from program managers as appropriate. The decisions of the Executive Director shall be final.

#### **3.2. Eligibility for Employment**

All applicants must present evidence that they are eligible to be employed in the United States prior to employment.

To be eligible for promotion or transfer, an employee must be in good standing, have an acceptable overall work record, and have completed the probationary period. The Executive Director may approve a promotion or transfer for an employee who has not completed the probationary period if it is in the best interest of SEAGO.

#### **3.3. Internal Promotion**

The Organization encourages employee growth and development. Where possible, vacancies may be filled through internal promotion.

When there are employees that meet the minimum qualifications for a vacant position, the Organization will notify the employees, will determine whether they are interested in the position and will evaluate each employee's candidacy before making the position available for outside applicants. The decision as to whether or not current employees are qualified rests with the Executive Director, and that decision is final.

If the employees are not interested in the vacant position or if there are no employees that meet the minimum qualifications, external recruitment may begin as soon as it has been authorized.

#### **3.4. Announcement of Vacant Positions**

SEAGO is committed to equal opportunity and does not discriminate in any aspect of hiring. The Organization also recognizes that the employment market is different for the different job classifications. Therefore, the Organization will develop a recruiting plan for each individual vacancy to reach the most appropriate competitive market.

Generally, vacant positions will be publicized by advertisement in a newspaper, by posting announcements in SEAGO offices, through electronic, or by other methods determined by the Executive Director.

The announcements shall specify the title of the position, the nature of the work, the minimum requirements for the position, how to apply, and the salary range. The announcement shall indicate that SEAGO is an equal opportunity employer.

The Organization may create a register of qualified candidates for future recruitments. This register will be valid for a period of 1 year. To expedite the recruiting process, candidates may be selected from this register without other job announcements.

### **3.5. Part-Time and Temporary Positions**

The Executive Director may authorize part-time appointments provided budgeted funds are available without application of this employment process.

The Executive Director may authorize temporary appointments provided budgeted funds are available without application of this employment process. Temporary positions shall generally be limited to a maximum of 6 calendar months. Temporary employees may apply for part-time or full-time positions through the normal application process for the general public.

### **3.6. Employment Application**

Individuals may apply for employment at SEAGO through a letter in response to the employment advertisement and submission of the individual's resume. Completed and signed employment application forms will be required before any selection decision is final. Applications shall be accepted for all positions that are open. An applicant may apply for more than 1 open position.

Employment application forms will require information regarding training, work experience, other personal and employment information, and employment references. Each application must be signed by the person submitting the application. All applications, together with accompanying materials, will become the property of SEAGO.

The Organization may reject any resume or application that indicates that the applicant does not possess the minimum qualifications required for the position, has made any misstatement of any material fact or has practiced any deception or fraud in his or her application.

Applications may be kept active for 6 months and will normally be destroyed at the end of 1 year. Applicants may be required to submit a new application for each new position vacancy.

### **3.7. Testing and Examination**

Selection techniques used by the Organization are impartial, practical and job-related, and they are designed to determine the candidate's knowledge, skills and abilities for the position. The examinations used may test oral, written, performance, and mental fitness. Evaluation of past work performance, work samples, personal interviews, and background investigations may also be used in the selection process.

### **3.8. Employment Interviews**

Interviews will be conducted to gather information specific to the candidate's ability to meet job requirements. Interviews will focus on an applicant's ability to meet the educational, technical and other requirements of the position to be filled. Interview questions will normally focus on the applicant's work and pertinent non-work experience.

The hiring program manager shall coordinate the interview process. Interviews will normally be conducted by an interview panel. The interview panel will be selected by the Executive Director. The panel may include members that are not SEAGO employees.

The program manager or Executive Director will be responsible for developing interview questions and standards for measuring candidate responses.

Consistency will be maintained in the questions asked of all candidates.

- The questions will be job related.

- Questions that relate to race, religion, sex, marital status, or other protected classes or other inquiries that directly or indirectly disclose such information are prohibited.
- Inquiries about an applicant's ability to read, write or speak foreign languages are permitted only when such inquiries are based on job requirements.

The Executive Director may participate in the interview process and consider recommendations from the interview panel. The Executive Director will make the final hiring decision.

### **3.9. Reference Check**

It is the policy of SEAGO to carefully investigate the backgrounds of all prospective applicants selected for employment and to ensure that the relevant facts about an applicant's employment history and personal background have not been misstated, on the employment application, on the resume or during the job interview.

After an applicant has been selected for employment, the SEAGO Executive Assistant will conduct employment verification and reference checks on the applicant. Results of the reference check and/or background check will help determine the applicant's fitness for the position.

### **3.10. Veteran's Preference**

Any veteran who served on active duty for 6 months or longer in any branch of the United States military, has an honorable discharge and meets the requirements set forth in the selection process may be given additional consideration. Proof of eligibility for veteran preference must be submitted prior to employment.

### **3.11. Reinstatement**

The appointment of a person who was a former classified employee, laid off as a result of a lack of funds or work, curtailment of program, or other acceptable reasons as deemed appropriate by the Executive Director, shall constitute a reinstatement and will be treated as a new employee. A person reinstated shall be subject to the successful completion of a probationary period. The reinstated employee may be eligible for service credits in ASRS; however, he or she will not be eligible for leave and other service-related credits.

### **3.12. Candidate Travel Expenses**

As a general policy, SEAGO will seek to hire qualified personnel from within its geographic area. The Executive Director may approve reimbursement to applicants for actual travel expenses incurred by the candidate. Reimbursement is limited to actual expenses incurred not exceeding \$300. Receipts must be presented to SEAGO within 30 days for reimbursement.

### **3.13. Employee Orientation**

As early as possible in the first week of employment, new hires will be taken through the orientation process. This process will include an overview of SEAGO operations and organization structure, introductions to current staff members and enrollment in the employee benefit plans. All new employees will be given a copy of the Human Resources Policy Manual and will sign a form documenting that they have received and will review and abide by the policies as outlined. Each new employee will also sign a receipt for keys and equipment issued.

The completed and signed forms will be maintained in the employee's personnel file.

### **3.14. Probationary Period**

All new and transferred employees placed will serve a probationary period. This probationary period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance.

During the initial probationary period, the employee serves “at-will” and the employee’s performance is subject to close review. The employee may be terminated at any time during the probationary period with or without cause and without the right of appeal.

The initial probationary period shall begin on the first day of work and last for 6 months. The program manager may recommend and the Executive Director may approve an additional 6 month probationary period. The reasons for this extension will be explained to the employee. At the conclusion of this second probationary period, the employee will be transferred to regular status or dismissed.

At the end of the probationary period, the employee will be evaluated and provided written documentation of progress. The employee may be eligible for a salary increase based on the following guidelines.

- An employee successfully completing an initial probationary period will receive an end of probation salary increase based on guidelines defined in Section 4: Position Classification and Compensation.
- An employee successfully completing a promotional probationary period will not receive an end of probation increase. This employee has already received a salary increase at the time of promotion.
- No increase will be granted to employees who have successfully completed probation following a transfer, demotion or other job change.

#### **A. Completion of the Probationary Period**

Prior to the end of the probationary period, the employee's supervisor shall submit to the Executive Director a performance review of the probationary employee. A satisfactory performance review and affirmative recommendation by the supervisor, with the approval of the Executive Director, shall confirm the probationer to classified status within SEAGO.

#### **B. Promotion/Transfer Probationary Period**

When an employee is promoted or transferred, that employee shall serve a probationary period of 6 months. If the employee successfully completes the probationary period, the program manager shall submit a performance review to the Executive Director and the promoted/transferred employee will be removed from probationary status.

An employee who has been promoted or transferred and is given an evaluation which falls below acceptable levels at the end of the promotion/transfer probationary period may be returned to his/her former position or another similar position if one is vacant. If an acceptable position is not available, his or her employment will be terminated.

#### **C. Benefit Status During the Probationary Period**

The benefit status for an employee during the initial probationary period is described below.

- The employee will accrue vacation leave but will not be allowed to take vacation leave until transferred to regular status. Vacation leave will not be paid if the employee fails to complete the introductory period successfully.
- The employee will be enrolled in the health insurance plan and be eligible to receive benefits in accordance with the plan specifications.
- The employee will be enrolled in the retirement program effective the first day of his or her employment.



These guidelines do not apply for employees in a probationary status based on a promotion or transfer. These employees will continue with those benefits in place at the time of promotion or transfer.

### **3.15. Special Review Probationary Period**

An employee may be placed in a special review probationary period when the performance of the employee falls below acceptable levels. The normal term of this review period shall be 60 days and a written evaluation shall to be done at the end of this period to document the results of the special review. Should the problems with an employee's performance not be corrected during this period, other action may be taken as provided in these rules.

There are no changes in benefits or benefit accruals as a result of this special review period.

## 4. Position Classification and Compensation

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### 4.1. Employment Classifications

Positions within the Organization are generally designed for full-time employees. In certain functions and during some seasons, work schedules and SEAGO needs may require the services of other than full-time employees. Employee classifications that correlate to their work schedules are defined below.

- **Regular.** An employee working in a position that has no defined ending date. A regular employee may be full-time or part-time.
- **Full-Time.** An employee hired for an indefinite period in a position for which the normal work schedule is 40 hours per week.
- **Part-Time.** An employee hired for an indefinite period in a position for which the normal work schedule is less than 40 hours per week.

Regular, part-time employees may be eligible for some SEAGO benefits depending on the number of hours in their regular work schedules. Employees who are regularly scheduled for more than 20 hours per week are eligible for retirement benefits, health insurance, holidays and pro-rated leave time. Employees scheduled for fewer than 20 hours per week are eligible for sick leave on a pro-rated basis based on the number of hours in their regular work schedules, but are ineligible for all other SEAGO benefits. Requirements for eligibility and participation are explained more fully in Section 5: Employee Benefits and Section 6: Leave.

- **Probationary.** An employee hired for an indefinite period in a full-time or part-time position. The employee's performance is being evaluated to determine whether he or she should be transferred to regular status or should be terminated.
- **Temporary.** An employee hired for a position that has a defined ending date. The position may be scheduled for any number of hours per week, not normally to exceed 40.
- **Grant-Funded.** A grant-funded position is a position that has been created to perform the duties and meet the requirements of one or more grants. The position is paid through funds received by SEAGO for administration of the grant. If the funding is withdrawn or significantly reduced, the position will be eliminated and the employee will be subject to layoff procedures.

### 4.2. Classified and Unclassified Service

The Organization's employment service is divided into unclassified and classified service.

#### A. Classified Positions

All employees of SEAGO not specifically listed below as unclassified employees shall be part of the classified service. These employees are governed by all sections of this manual.

#### B. Unclassified Positions

An unclassified employee is an "at-will" employee. An unclassified employee may be terminated upon the will of the employer at any time and without cause. An unclassified employee does not have access to the Discipline System and the Grievance Procedures. However, he or she is covered by all other policies in this manual.

The following are unclassified positions that are appointed by and serve at the pleasure of the employer.

- Executive Director

Nothing in these rules provides an employment contract, implied or explicit, with the unclassified employees. However, the Organization may choose to enter into an individual employment contract with any unclassified employee.

#### **4.3. Overtime Classifications**

Positions are designated either non-exempt or exempt based on the characteristics of their duties and responsibilities. These designations are based on the criteria established under the federal Fair Labor Standards Act (FLSA) and applicable state statutes.

- **Non-Exempt.** Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. A non-exempt employee devotes most of his or her hours to activities that are not managerial, administrative or professional, as defined under these statutes.
- **Exempt.** Exempt employees are excluded from specific provisions of federal and state statutes and are not regularly entitled to overtime pay. The Executive Director may authorize overtime pay for these positions to meet unusual or special situations. An exempt employee devotes most of his or her hours to activities that are managerial, administrative or professional, as defined in the applicable statutes.

The Classification Plan designated which positions are non-exempt and which are exempt.

#### **4.4. Classification Plan**

The Executive Director will direct the preparation, development and maintenance of a Classification Plan, including job descriptions that define by essential tasks, qualifications, knowledge and skills, and requirements of all positions.

The Classification Plan establishes job classes that group all positions that have the same duties, responsibilities, authority, and minimum qualifications under one title. Positions that are substantially different in character are classified under different titles.

The Position Classification Plan shall be approved by the Executive Board.

#### **4.5. Amendment of the Classification Plan**

The Classification Plan may be amended from time to time as the duties, responsibilities and employment conditions change. The Plan will also be amended when a new position is created.

The Executive Director shall recommend any amendments and additions to the Organization's Classification Plan and related job descriptions. The Executive Board shall approve all amendments to the Plan.

#### **4.6. Job Descriptions**

Job descriptions shall be maintained by the Organization for all regular full-time and regular part-time positions. They shall be reviewed periodically to ensure that they accurately represent the duties, knowledge and skills, and the minimum qualifications of each job.

Employees will be given copies of their job descriptions and asked to recommend changes as they occur.

It is important to recognize that job descriptions are descriptive only and are intended to illustrate of the various types of work performed. The omission of specific tasks does not exclude them from the position requirements. Supervisors may assign different tasks to a position when the duties are similar in type and responsibility to those described in the job description.

The job description does not constitute an employment agreement between the Organization and employee. It is subject to change as the needs of the Organization and the operating requirements of the job change.

#### **4.7. New Positions**

When a new position is created, the Position Classification Plan shall be amended, as appropriate, to provide for it.

#### **4.8. Reclassification of a Position**

When the duties and requirements of a position which have changed materially, it will be reclassified to represent the current responsibilities. The Executive Director shall approve all reclassifications, consistent with the Position Classification Plan.

#### **4.9. Communication of the Position Classification Plan**

Every employee shall have access to a copy of the classification plan, including job descriptions, and the allocation of jobs to classifications. Any employee requesting such information shall be furnished copies.

#### **4.10. Compensation Plan**

The Executive Director will direct the preparation, development and maintenance of a Compensation Plan that is market competitive and internally equitable. The Executive Director shall direct studies to update the Compensation Plan as necessary and as requested by the Executive Board.

The Compensation Plan shall cover all job classifications. In determining salary ranges and pay levels, consideration shall be given to prevailing rates of pay for comparable work in other public and private employers, current costs of living, suggestions of program managers, the Organization's financial condition, and the human resources policies.

Pay is an administrative decision and is not subject to appeal.

#### **4.11. Salary Range Structure**

The Compensation Plan shall include a Salary Range Structure that provides equivalent salary growth opportunity for employees at all organizational levels.

The Salary Range Structure for FY 2006 is designed with 65 overlapping salary ranges. This is more ranges than are required to cover salaries indicated in that fiscal year and provides for future growth. The midpoint progression is 2.5%, meaning that each range has a midpoint that is 2.5% higher than that of the range below. The salary range spread is 40%, meaning that the maximum of each range is 40% higher than the minimum of that same range.

The Salary Grade Structure provides open ranges where employee progress through the range is based on market change, performance, contribution and equity. The open ranges will allow the organization to maintain the competitiveness of the structure. It will also support a flexible salary increase policy, tailored annually to meet the available funding levels.

Each employee's salary shall be within the range established for their job classification under the Salary Range Structure. No employee shall be paid less than the minimum of his or her assigned salary range. In addition, no employee shall have his or her salary raised above the maximum of the assigned range.

The salaries for new employees will normally be set in the first quartile of the salary range, depending on qualifications and experience. Where a new employee's training, skills and experience warrant, the Executive Director may authorize a hiring rate that is higher within the assigned salary range.

#### **4.12. Competitive Labor Market**

SEAGO has defined the labor market to include the list of comparator agencies listed below. These agencies were selected because they are agencies that SEAGO: 1) loses employees to; 2) recruits people from; or 3) regularly competes with when recruiting for new staff.

Benson, City of	Bisbee, City of
Cochise County	Douglas, City of
Huachuca City, Town of	Nogales, City of
Patagonia, Town of	Pima, Town of
Safford, City of	Sierra Vista, City of
Tombstone, City of	Wilcox, City of
Northern Arizona Council of Governments (NACOG)	Central Arizona Association of Governments (CAAG)
Western Arizona Council of Governments (WACOG)	Maricopa Association of Governments (MAG)
Pima Association of Governments (PAG)	Pinal-Gila Council for Senior Citizens

These agencies will be used in analyzing labor market changes and adjusting the Compensation Plan as appropriate.

#### **4.13. Compensation Plan Updates**

The Compensation Plan will be reviewed as necessary, but at a minimum, every five years, to evaluate and maintain its competitiveness. This review process will focus on two primary issues: 1) changes in the competitive market and 2) budget available to support program updates and pay changes.

The following information outlines the process for assessing market changes.

- The first step is to gather market information and to assess the degree of change since the prior year. This change is generally higher than the changes in the consumer price index because wages are pushed upward by labor agreements, scarce recruiting markets, etc. in addition to the economic factors.
- The market analysis may be done through a salary survey that measures the current rate of pay for selected benchmark positions. As an alternative, salary budget surveys will be used to measure the degree of market change.
- Using the appropriate survey methodology, the Organization will establish the new market rate for each benchmark position.
- Each job will be assigned to a new salary range where the midpoint corresponds to the new market rate.

- A salary increase budget that matches the rate of market movement will be established.

Once the preliminary compensation update has been completed, the Organization will assess costs and funding available for salary increases. The preliminary plan update may be adjusted to meet established budget parameters.

The Executive Director will recommend the updated Compensation Plan to the Executive Board for approval.

#### **4.14. Merit Increases**

A merit increase is a salary increase that is based on performance, contribution and equity. The salary or merit increase budget will be established and the Executive Director will allocate this budget based on performance evaluations and the recommendations of program managers. Merit increases will be awarded at the beginning of each fiscal year.

SEAGO will not provide separate cost of living (COLA) increases. Changes in the cost of living will be one factor considered in developing the merit increase budget. The merit increase budget will also consider changes in the labor market and recruiting requirements.

- An employee who meets or exceeds performance expectations will typically receive an increase that is larger than the change in the cost of living.
- An employee that performs below expectations may receive no increase or one that is below the cost of living.

SEAGO does not guarantee an annual increase for each employee, nor does it guarantee that a cost of living increase will be available. All increases will be based on performance, contribution and equity.

A performance evaluation shall be completed by the supervisor and shall accompany any request to the Executive Director for approval of a merit increase. Merit increases shall not be granted if the increase would cause the individual to exceed the maximum pay established for their class.

Merit increases will be effective the first pay day of each fiscal year. All employees who have successfully completed their probationary periods shall be eligible for a merit increase. Increases for new employees will be prorated for the number of months between the end of probation and the beginning of the new fiscal year.

#### **4.15. Overtime/Flexible Scheduling**

It is the Organization's policy to offer a flexible work schedule in lieu of overtime whenever possible, however, overtime work may sometimes be necessary to meet emergency situations, peak workload, and requirements of a critical nature.

If, in the judgment of the program manager, work beyond the normal workday or workweek is required, the program manager may authorize such work after advising the Executive Director of the reasons such is necessary. The program manager must specifically authorize all overtime work. Employees shall obtain such authorization prior to working any overtime whenever possible. Failure to obtain proper authorization and abuse of overtime are grounds for disciplinary action. If an employee works overtime without authorization, he or she shall be paid for the time worked and shall be counseled that prior notification and authorization is required.

As defined in Section 7.1 of this manual, the workweek begins at 12:01 a.m. Saturday and ends at 12:00 midnight on Friday. "Hours worked" for purposes of calculating overtime pay shall be defined as time on the job performing a responsible work assignment. Vacation, sick leave, holiday and other leave shall not be considered time worked and shall be deducted from "hours worked" during overtime calculation for each workweek.

The Executive Director or program manager shall use flexible scheduling in lieu of overtime whenever possible. If an employee is scheduled to work beyond the normal workday, the employee's supervisor may reduce the number of hours required later in this same workweek. This flexible scheduling must take place within one workweek or overtime hours shall be accrued.

The following process for flexible scheduling shall be followed in lieu of accrual of overtime whenever possible:

Non-Exempt Employees shall notify their immediate supervisor of any and all conditions that may cause the need to work greater than forty (40) hours in a given workweek as soon as possible. The employee is required to notify the supervisor of such conditions at least one week in advance whenever possible.

The supervisor will evaluate the conditions, the timing of such conditions within the subject workweek, the actual hours worked by the employee during the subject workweek, and the employee's scheduled workload during the subject workweek to determine if overtime work will be required or if flexible scheduling will be possible in lieu of overtime work. The supervisor will also determine if the employee knew or should have known about the conditions in time to provide the required one week advance notice to the supervisor in order to allow for flexible scheduling.

If the supervisor determines that conditions will require the employee to work greater than 40 hours during the workweek, the supervisor shall advise the Executive Director of such and overtime will be accrued. If the supervisor determines that conditions will allow for flexible scheduling, the supervisor shall reduce the number of hours worked by the employee during the same workweek.

#### **A. Non-Exempt Employee**

Whenever any nonexempt employee is assigned to work overtime in excess of forty (40) hours per week, that person shall be compensated for such excess time at the rate of 1 and 1/2 times the regular rate of pay at which such person is employed.

When a non-exempt employee is assigned to work on a holiday, the employee shall receive eight (8) hours holiday pay, plus compensation for each hour worked at the employee's regular rate of pay, unless the hours worked on the holiday are in excess of forty (40) hours during the subject workweek, in which case such hours worked shall be compensable at the overtime rate above.

#### **B. Exempt Employees**

The overtime provisions of this policy shall not apply to employees whose positions have been designated as exempt employees. The Executive Director may grant an exempt employee time off in recognition of an extraordinary workload or time commitment. However, the amount of time off will be at the discretion of the Executive Director and not on an hour-for-hour basis for time worked.

### **4.16. Promotion**

SEAGO attempts to fill vacant positions with qualified employees before advertising to the general public, following a policy of upward mobility whenever possible. A promotion is a change to a position in a salary range higher than the one an employee currently occupies.

#### **A. Eligibility**

Any regular employee who has completed the probationary period in his or her current position may apply for promotion.

Selection of an employee for a promotion is based on past work record and performance, education and special training, knowledge of the job duties, length of service and other relevant evidence of service to the Organization.

#### **B. Salary for Promotion Position**

Upon promotion, the employee shall be placed at a rate of pay within the new salary range corresponding to the qualifications for the class. Generally, this rate would be the minimum of the salary range, but not less than 5% higher his or her current rate.

#### **C. Promotion Evaluation Period**

The promotion evaluation period shall be used by both the supervisor and the employee for closely observing and assessing work performance suitability for the new position. Promoted employees shall be subject to a probationary period of 6 full calendar months.

A formal evaluation will normally be conducted 2 weeks prior to the end of the promotion evaluation period. Promoted employees who successfully complete their promotion evaluation period will be notified by their program manager.

A promoted employee who fails to meet the standards for the promoted position may apply for other open positions. However, the Organization makes no commitment to return the employee to his or her prior position.

#### **4.17. Temporary Assignments**

Upon the recommendation of the program manager, the acceptance of the employee and the approval of the Executive Director, an employee may be temporarily assigned to a higher position. Such assignments shall be limited to a period of 6 months. The assignment may be extended at the discretion of the Executive Director.

If the assignment is longer than 2 consecutive weeks, the employee shall be paid at the minimum for the higher class or 5% more than his or her current salary. This increase will begin with the first day of the assignment and last for the duration of the assignment. In all cases, the employee's pay will revert to the original rate upon completion of the temporary assignment.

#### **4.18. Lateral Transfer**

A lateral transfer is a change in position at the same salary range as the one currently occupied.

##### **A. Eligibility**

Employees who have successfully completed their probationary period are eligible for a lateral transfer.

##### **B. Salary for Transfer Position**

No salary change will be made as a result of a lateral transfer.

##### **C. Transfer Evaluation Period**

Transferred employees are subject to an evaluation period of 6 full calendar months. The evaluation period is used by both the supervisor and the employee for closely observing and assessing work performance suitability for the new position.

A formal evaluation will normally be conducted 2 weeks prior to the end of the evaluation period. Transferred employees who successfully complete their evaluation period will be notified by the program manager.



A transferred employee who fails to meet the standards for the new position may apply for other open positions. However, the Organization makes no commitment to return the employee to his or her prior position.

#### **4.19. Demotion**

An employee reassigned to a position in a lower classification regardless of the reason—such as disciplinary, voluntary, in lieu of layoff or department reorganization—will receive a salary reduction commensurate with the nature of the demotion as determined by the program manager in consultation with the Executive Director.

#### **4.20. Pay Schedule**

Regular employees are paid biweekly. There are 26 pay periods in the year. If a pay date falls on a holiday, the pay checks will be distributed the last working day preceding the normal pay date.

Time sheets are to be completed by all employees. Falsification of time sheets is reason for disciplinary action.

Payroll records shall be maintained by for a minimum of 7 years.

#### **4.21. Employee Performance Evaluation**

The Executive Director shall prepare or direct the preparation of a process for evaluating employee performance. One primary purpose of the performance evaluation process shall be to inform employees how well they are performing and how they can improve their work performance. In addition, the performance evaluations may be used in determining salary increments; in determining order of layoff; and as a basis for training, promotion, demotion, transfer, or dismissal.

- **Period of Evaluation.** All regular employees shall be evaluated at the end of the probationary period and annually at the beginning of the fiscal year. Employees may also be evaluated at the time of promotion, transfer, demotion and layoff.
- **Evaluation.** Evaluations shall be prepared by the supervisor of each employee. Once they have been drafted, the evaluations will be reviewed with the program manager and the Executive Director for completeness, fairness and accuracy. An employee in a supervisory position who is leaving the position may be required to submit performance evaluation forms on those employees under his or her supervision who have not been evaluated within the previous six-month period.
- **Employee Review.** Once the draft evaluation has been approved by the program manager and the Executive Director, the supervisor will discuss the evaluation results with the employee. This discussion is intended to provide clear feedback and coaching to the employee. The supervisor shall provide the employee with a copy of the completed evaluation. The employee will sign the form and have the opportunity to add his or her comments.
- **Confidentiality.** Performance evaluations shall be confidential and shall generally be available only to: 1) the employee; 2) the supervisor; 3) the program manager; and 4) the Executive Director. If requested, an evaluation will be made available to the Administrative Council and the Executive Board.

Appraisal of the Executive Director's performance will be the responsibility of the SEAGO Executive Board.

## **5. Employee Benefits**

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As noted below, some of the employee benefits programs are provided by insurance carriers. SEAGO has contracted with these carriers to provide benefits to its employees. These contracts are periodically re-negotiated to ensure the best coverage at the lowest costs. The Organization and its employees are subject to the terms and conditions defined by these carriers in these contracts. If the benefit provisions outlined below conflict with any of the terms and provisions of these contracts, the contracts will take precedence.

Participation in some SEAGO benefit programs is voluntary. An employee who voluntarily elects not to participate shall receive no compensation or benefit in lieu of participation.

Regular, part-time employees who are regularly scheduled 20 or more hours per week may be eligible to participate in the Group Health Insurance, the Arizona State Retirement System and a dental insurance plan once it is implemented. Since these benefits are provided through contracts with outside suppliers, participation will be limited by the rules established by these suppliers.

There are costs associated with participation in some of these plans. The cost to both full and part-time employees will change periodically, and employees will be notified as they join the Organization and as the costs change.

### **5.1. Group Health Insurance**

Regular, full-time employees may elect to be covered under the group health insurance program furnished by the agency. Except as noted below, the employee's cost is paid by SEAGO; dependent's coverage may be available at the employee's own expense.

Employees who elect to be covered under the group health insurance program and who choose to use tobacco products shall be required to bear 20% of the cost of the employee's monthly premium through payroll deduction.

Employees scheduled for fewer than 20 hours per week are not eligible to be covered under the group health insurance program. Regular, part-time employees that meet the requirements of the healthcare provider may participate in this group health insurance. The employee will be responsible for a portion of the cost of their coverage.

New employees are eligible to enroll in this immediately upon entering employment with SEAGO. Coverage begins on the first of the month after the employee's hire date. Insurance coverage will be terminated at the end of the month in which the employee terminates his or her employment with SEAGO.

Employees who wish to enroll will be provided enrollment materials on the first day of work and informed as to their eligibility. Enrollment is subject to the conditions of the carrier.

### **5.2. Dental Insurance**

SEAGO currently offers no Dental Insurance Plan. This will be reviewed periodically as the health plan is renewed.

### **5.3. Arizona State Retirement System**

SEAGO is a member of the Arizona State Retirement System (ASRS) and all regular employees are eligible to participate subject to ASRS rules. ASRS provides a defined benefit plan for its participants based on a multiple of years of service and average salary.

The plan contribution varies depending on the funding requirements of the retirement system. Employee contributions are withheld from each employee's regular check. These contributions are matched by SEAGO and deposited with ASRS.

ASRS provides additional benefits for participants, including long term disability and retiree health care. Specific provisions of the plan are governed by Arizona statutes and additional information is available directly through ASRS.

#### **5.4. Benefits Continuation/COBRA**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, amended by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, gives covered employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the SEAGO health plan when a "qualifying event" would normally result in the loss of eligibility. All employees—both full and part-time—that are covered under the group health plan are eligible for COBRA.

Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

##### **A. Payment**

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Organization's group rates plus an administration fee as prescribed by Federal law.

##### **B. Written Notification of Eligibility**

SEAGO provides each eligible employee with a written notice describing rights and responsibilities under COBRA when the employee becomes eligible for coverage under the health insurance plan; when the employee experiences a qualifying event; and at various federally required dates depending upon the employee's election of COBRA.

#### **5.5. Worker's Compensation Insurance**

Worker's Compensation is a program of insurance administered by the state Industrial Commission to protect workers, their families and their dependents from loss due to a work-related accident or illness without assessing fault or blame for the accident or illness.

The program provides for payment of medical bills, physical and vocational rehabilitation and financial compensation while the worker is disabled—either temporarily or permanently—and is unable to work. It also provides for lump sum payments for particularly serious injuries, and assures death benefits and compensation to the worker's family in the event the injury is fatal.

Industrial leave is leave for the employee to obtain treatment and/or recuperation necessitated by an injury or condition sustained in the course and scope of employment with SEAGO. Industrial leave is not accumulated but is available as specified by state law.

##### **A. Reporting Accidents or Illnesses**

Any employee involved in an industrial injury or an occupational illness must report the incident to his or her immediate supervisor within 24 hours or as soon thereafter as possible. The supervisor will prepare a report of injury form and will immediately report the incident to the Executive Director.

All incidents must be reported and documented. Any incident involving lost time or medical expenses shall be reported to the insurance provider and the state Industrial Commission.

## **B. Payments**

Worker's Compensation does not pay for the first 7 days off unless the total number of days off exceeds 14. If the claim is approved for payment, paid leave used for the injury or illness may be reinstated to the employee's leave balance record upon reimbursement to the Organization of the amount paid.

Worker's Compensation pays a state-mandated percentage of the employee's daily wage.

## **C. Use of Paid Leave While on Industrial Leave**

An employee receiving disability payments under the Worker's Compensation program may use accumulated paid leave in order to continue to maintain regular income.

Sick leave or vacation leave may be used to supplement any payments that an employee is eligible to receive from state disability insurance, Worker's Compensation or any disability program paid for by SEAGO.

The combination of any such disability payments and Organization-paid leave benefits shall not exceed the employee's normal weekly earnings. The purpose of this policy is to ensure that an employee does not suffer an economic hardship as a result of a work-related injury or illness. However, the employee should not realize a financial gain as a result of injury or illness.

## **5.6. Educational Assistance**

### **A. Policy**

The employees of SEAGO are its greatest assets. It is the policy of SEAGO to provide employees assistance in seeking higher level education in the form of limited tuition reimbursement and/or additional flexibility in scheduling in order to (1) increase the effectiveness of delivery of services , (2) encourage the professional development of employees through educational opportunities and (3) assist employees who wish to prepare for possible advancement.

### **B. Scope**

#### **1. Applicant Eligibility Requirements:**

The following criteria must be met for employees to be deemed eligible for tuition reimbursement. Eligibility for this program, however, does not guarantee acceptance or approval of an application. Eligible applicants must:

- a) Be employed continuously by SEAGO for the 12 months preceding the start of the course for which Tuition Reimbursement is sought, and
- b) Currently occupy a classified or unclassified benefits eligible position, and
- c) Not be on an initial probationary period, and
- d) Not be currently under any type of special observation period established in conjunction with a disciplinary action.

#### **2. Course Eligibility Requirements:**

- a) Course must be accredited by one of the following:
  - i) The Western Association of Schools and Colleges
  - ii) The Northwest Association of Schools and Colleges
  - iii) The Middle States Association of Colleges and Schools
  - iv) The North Central Association of Colleges and Schools

- v) The Southern Association of Colleges and Schools
  - vi) The New England Association of Colleges and Schools
  - vii) Other - Courses not accredited by one of the above must receive special approval by the Executive Director.
- b) Course must be related to the employee's current or plausible future job duties unless it is a requirement for completion of a degree or certification program in which the employee is currently enrolled and which relates to the employee's current or plausible future job duties.
3. Conditions and Limitations on Reimbursement:
- a) Employees must receive approval from the Executive Director or Human Resources prior to enrolling in the course.
  - b) Reimbursement can be used for tuition, books, lab and other special fees. School supplies and late penalties/fees shall not be eligible for reimbursement
  - c) Reimbursement shall be based on available funds. In the event funds are not available, schedule accommodations may still be considered to allow the employee to continue to attend approved classes.
  - d) Reimbursement shall not exceed \$2,500.00 per year per employee, with no lifetime reimbursement cap.
  - e) Regular, part-time benefits eligible employees are eligible for a pro-rata amount of tuition reimbursement under this policy based on the number of hours budgeted for their position.
  - f) Applicants receiving alternate funding (with the exception of loans) such as grants, scholarships, VA benefits shall only be eligible for SEAGO reimbursement in an amount that, when funding sources are combined, equal the amount of the course tuition.
  - g) Reimbursement is based on grades and granted upon submission of copies of grade reports and receipts of payment.
  - h) Except in the case of a no fault separation (lay-off, medical condition, etc.):
    - i) Applicants who receive reimbursement who separate from SEAGO employment through termination or resignation within one year of completing a course shall repay SEAGO 100% of all educational assistance received.
    - ii) Applicants who receive reimbursement who separate from SEAGO employment through termination or resignation within two years of completing a course or shall repay SEAGO 66% of all tuition reimbursement received.
    - iii) Applicants who receive reimbursement who separate from SEAGO employment through termination or resignation within three years of completing a course or shall repay SEAGO 33% of all tuition reimbursement received.
    - iv) Applicants agree that any tuition reimbursement owed to SEAGO upon separation will be deducted from his/her final paycheck. Employees who separate employment three years or more after completing a course will not be required to repay SEAGO.
4. Reimbursement:
- a) After being deemed eligible for tuition reimbursement and receiving approval from the Executive Director or Human Resources, upon submission of proof of course enrollment and associated receipts for payment, employees shall be reimbursed 50% their eligible costs.

- b) Subject to the limitations set forth in paragraph 3 above, employees who receive a grade of C or better, or a Pass in the case of a Pass/Fail course shall be reimbursed the remaining 50% of their eligible costs. If the employee fails to receive a grade of "C" or higher or fails to complete the course, the first 50% of financial assistance reimbursed to the employee shall be repaid to SEAGO.
5. Schedule and other modifications:
- a) Employees wishing a schedule or other job modification, whether or not reimbursement is approved, must complete the Tuition Reimbursement Application for each term or semester in which schedule or other modification is desired and provide the completed form to the Executive Director or Human Resources for review and approval.
  - b) Schedule or other modifications include (1) permission to work on approved coursework using a SEAGO computer before or after regularly established working hours or during lunch breaks (2) to login to an online course before or after regularly established working hours or during lunch breaks and/or (3) working a reduced workweek , or modified schedule.
  - c) Any schedule or other modifications must be approved by the Executive Director or Department Head.
  - d) In the event a reduced schedule is approved, the employee shall only be paid for hours actually worked for SEAGO. Employees working a reduced schedule wishing to receive a full paycheck may be allowed to substitute available vacation leave, or allowed to make-up the time missed at the discretion of the Executive Director or Department Head.

### **C. Procedure**

1. Applicants who intend to utilize the provisions of this policy to further their education are encouraged to discuss those intentions as far in advance as foreseeably possible with the Executive Director, Department Head, or Human Resources in order to ensure funding is budgeted and available for educational assistance.
2. Applicants shall complete the Tuition Reimbursement Application Form Sections 1 and 2 in their entirety and submit the form to the Executive Director or his/her Department Head for review and approval. A separate application form must be completed for each course requested.
3. Upon attaining Department Head approval, applicants shall forward the Tuition Reimbursement Application Form to the Executive Director or Human Resources no later than 30 days prior to the start of the course.
4. The Executive Director or Human Resources shall review the form and determine eligibility for reimbursement.
5. Special circumstances falling outside of the scope of this policy may be forwarded to the Executive Director for review and possible approval. Special circumstances include programs that are not accredited by the regional accrediting bodies listed in Subsection B., paragraph 2. a).
6. Within 60 days of successful completion of the course or courses, the applicant must submit copies of receipts for any educational assistance costs not previously reimbursed pursuant to this policy and grade reports to the Executive Director or Human Resources. Employees who fail to submit the required documentation within the established time-frame may be denied reimbursement.

### **5.7. Specialized Training**

The Executive Director may assign staff to attend specialized training courses, conferences, seminars, and workshops for the purpose of developing specific skills.

In consultation with the Executive Director, program managers may require that an employee complete certain training to maintain or upgrade performance, to meet new operational requirements or to enhance overall effectiveness. These training activities are to be considered a part of the normal work of SEAGO and SEAGO will pay the cost of programs it requires.

### **5.8. Membership in Professional or Technical Organizations**

Employees may request that SEAGO reimburse them for professional or technical organization dues and fees. A written request will be needed that explains the benefits to be accrued to SEAGO from such reimbursement. The Executive Director may authorize reimbursement if the membership is of clear benefit to the Organization.

## 6. Leave

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SEAGO provides leave time for its employees to take vacation, resolve personal matters, recuperate from illnesses and perform a variety of civic responsibilities. This section describes the different types of leave, eligibility for leave, and the accrual rates for the leave time.

The Organization's policy is that leave be requested in advance and in writing. SEAGO recognizes that there will be exceptions where the leave cannot be planned. Since unanticipated absences are difficult on all employees, the Organization expects employees to provide as much advance notice as possible.

### 6.1. Holidays

The Organization provides 10 paid holidays each year for its employees. Regularly scheduled business offices and functions are closed on these holidays.

All regular full- and part-time employees are eligible for these paid holidays. Full-time employees are paid 8 hours at their regular hourly rate for each holiday. Part-time employees are paid their regular hourly rate for the hours normally scheduled for that day.

If an employee is required to work on a holiday, he or she will be paid for the holiday and for the hours worked on the holiday. The employee will be paid at his or her regular hourly rate, unless the holiday hours bring his or her total hours to more than 40 hours worked for the week.

Probationary employees are eligible for paid holidays. Temporary employees are not paid for the holiday time off.

The regularly observed holidays are listed below.

New Year's Day	Labor Day
Civil Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Typically, holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday. There may be exceptions to this general rule and the Executive Director will publish the holiday schedule at the beginning of each year.

If a holiday falls during an employee's vacation period, the employee will be paid for the holiday and vacation time will not be charged.

### 6.2. Vacation Leave

Vacation leave with pay is available to eligible employees to provide opportunities for rest, relaxation and personal pursuits. Vacation leave with pay begins to accrue with the first day of employment. However, the leave is not available to employees during their initial probation period. In addition, the accrued leave is not paid to an employee who terminates their employment during the probationary period.



## A. Eligibility

Employees in the following employment classifications are eligible to earn vacation leave as described in this policy:

- Regular full-time employees,
- Regular part-time employees scheduled for 20 or more hours per week, and
- Employees who are in their probationary period.

Eligible part-time employees accrue vacation time on a pro-rated basis depending on the number of hours in their regular weekly schedule. Temporary employees will not accrue vacation.

## B. Rate of Accumulation

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

Service	Rate of Accumulation
1 year through 5 years	1 day per month
6 years through 14 years	1.5 days per month
15 years or more	2 days per month

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation. The needs of the agency must be considered with regard to scheduling vacation leave; however, the Organization will give as much consideration as possible to employees' desires. Regular part-time employees working a minimum average of 20 hours per week accrue vacation on a pro-rated basis.

Vacation accrues during all authorized paid leaves in addition to working days. Vacation does not accrue while an employee is on leave without pay. In the event one or more approved SEAGO holidays fall within an employee's vacation, such holidays will not be charged as vacation used. Employees shall not maintain an accrual of more than 30 vacation days (240 hours). The fiscal office will notify any employee who accrues more than 30 days, and an employee must arrange to decrease his or her total accrued vacation days to below the maximum 30 days before the end of the fiscal year. No more than 30 days (240 hours) will be carried over to the next fiscal year.

Employees are encouraged to take such leave annually; however, there is no minimum set for the number of days or half-days taken at one time. Use of vacation must be scheduled with the employee's supervisor as far in advance as possible in order to assure agency staffing needs are adequately covered. Requests for vacation exceeding one day should be made at least two weeks in advance. Requests for up to one day of vacation leave shall be made at least two days in advance. The Executive Director, at his or her sole discretion may, upon consultation with an employee's supervisor, approve exceptions to the requirements above.

Vacation leave will not be advanced for any employee for any reason. When an employee has exhausted all accrued vacation, he or she may request leave without pay. The Executive Director, at his or her sole discretion, may grant leave without pay when it is to the benefit of the Organization.

## C. Termination of Employment

Upon termination, a regular employee will be paid for that unused vacation time earned through the last day of work and paid at his or her regular salary rate.

Employees terminated during the initial probationary period will not be paid for vacation time accrued.

### **6.3. Sick Leave**

SEAGO provides sick leave with pay to eligible employees. Sick leave credit is cumulative with no maximum accumulation. Sick leave may be used after 1 month of employment and shall be deducted on a one-hour basis.

#### **A. Eligibility**

Employees in the following employment classifications are eligible to receive and use sick leave as described in this policy:

- Regular full-time employees
- Regular part-time employees
- Probationary employees
- Temporary employees
- Grant Funded employees

Part-time employees, whether they be regular part time, probationary part-time, temporary part-time, or grant funded part-time employees, accrue sick leave on a pro-rated basis depending on the number of hours in their regular weekly schedule.

#### **B. Rate of Accumulation**

Regular full-time employees, full-time probationary employees, full-time temporary employees, and full-time grant funded employees shall accumulate sick leave at the rate of 1 day per month beginning from the date of employment. Employees on unpaid leave will not accumulate leave while they are in an unpaid status.

**C.** There is no maximum on the amount of sick leave that can be accumulated. It is a benefit provided to employees to protect them in the case of injury or illness. It is not a form of additional vacation leave. Misuse of sick leave can be cause for disciplinary action.

#### **D. Allowable Uses**

Sick leave benefits are intended solely to provide income protection in the event of illness or injury. Sick leave shall be allowed for:

- Personal illness, disease or injury and travel time to and from a physician's office;
- Medical conditions or problems related to pregnancy;
- Surgical, medical, dental or optical treatments, examinations or fittings;
- Illness of immediate family member;
- A non-serious illness for a member of the immediate family. Leave for this purpose shall not exceed 3 working days in any 1 calendar year. Care for a serious illness should be arranged through the provisions of Family Medical Leave (FMLA); and
- Time off under an approved Family Medical Leave.

Sick leave cannot be used to care for well family members.

## **E. Notification to Supervisor**

Employees who are unable to report to work due to illness or injury shall notify their direct supervisor as soon as possible. The direct supervisor must also be contacted on each additional day of absence unless the sick leave is part of the FMLA leave program.

Employees who are unable to report to work to perform assigned duties because of illness are expected to be at home or in transport to or from a physician's office. Employees who take sick leave to care for the short term illness of a family member are expected to be with the family member. Employees who fail to comply with this stipulation are subject to disciplinary action.

## **F. Physician's Verification**

If an employee is absent for 3 or more consecutive days due to illness or injury, a physician's statement may be requested verifying the disability and its beginning and expected ending dates.

## **G. Additional Conditions of Eligibility**

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as Worker's Compensation or disability insurance coverage. The combination of any such disability payments and sick leave benefits shall not exceed the employee's normal weekly earnings.

Whenever possible employees are expected to schedule routine medical and dental appointments, as well as treatments in clinics, outside of scheduled work hours, when this is not possible accrued sick leave may be granted. When sick leave is to be used for medical or dental appointments, leave must be requested, approved, and documented prior to absence from work, except in the case of an emergency.

## **H. Termination of Employment**

An employee will not be compensated for unused accumulated sick leave when he or she terminates employment. Accumulated sick leave will not be reinstated for employees who resign and are re-employed after more than 30 days.

### **6.4. Sick Leave Pool**

SEAGO has established and maintains a Sick Leave Pool to assist an employee in the event injury or illness extends beyond the individual's accrued leave and beyond three (3) working days. This Pool may provide up to fifteen (15) additional days of leave time for this employee. If more than one employee needs support from the Pool, the Executive Director will determine how to allocate the available time.

#### **A. Eligibility**

To be eligible, an employee must have used all of his or her sick leave, and accrued vacation time. Once all leave time has been used, an employee may request additional leave time from the Sick Leave Pool.

#### **B. Contributions**

Each employee may contribute up to fifteen (15) days of accrued sick leave each calendar year to the Pool. Each employee may contribute one (1) day of vacation time after having contributed sick leave.

The contributions should be made by January 31 of each year. New employees wishing to contribute may do so within thirty (30) days after completion of the probationary period. At his or her discretion, the Executive Director may permit employees to contribute additional time during the year.

### **C. Withdrawals from the Pool**

An employee may use the sick leave pool if he or she:

- 
- Has exhausted all sick leave and vacation;
- Has an illness or injury that is not work related;
- Has been off work for more than 7 business days;
- Has certification from a physician of the medical need for time away from work; and
- Is not receiving salary benefits from other programs sponsored by SEAGO or any other government agency.

An employee who meets the qualifications listed above may be granted up to fifteen (15) additional sick days from the Pool, provided the balance in the pool is at least fifteen (15) days. Employees that are off fewer than three (3) days will not be given withdrawals from the Pool. Once an employee has been out for medical reasons for more than three (3) days, the withdrawal will be credited from the first day.

The employee is required to provide the medical certification to receive the withdrawal from the Pool. SEAGO reserves the right to obtain a second medical opinion at the Organization's expense. When recommended by the employee's physician, the Executive Director may, at his or her discretion, permit any eligible employee to withdraw additional time from the pool during the calendar year.

### **6.5. Bereavement Leave**

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately.

Approval of bereavement leave for up to 3 days will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave balances for additional time off as necessary.

Immediate family is defined as the employee's spouse, parent, child, brother or sister, the employee's spouse's parent, child, brother or sister, the employee's child's spouse, grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

### **6.6. Administrative Leave**

Employees may be granted administrative leave as approved by the Executive Director. An employee may not use an administrative leave of absence to work for another employer or to pursue self-employment. An employee who fails to return to work on the date specified in the leave request without receiving an extension in advance is considered to have resigned.

### **A. Administrative Leave with Pay**

There are 3 general situations in which administrative leave with pay will be granted to an employee.

- An employee may be granted administrative leave with pay to deal with a natural disaster or other situation that may jeopardize the safety and/or health of employees, such as weather, fire or flood or in a declared state of emergency or disaster.
- An employee may be granted administrative leave with pay to deal with a critical personal situation.
- An employee may be placed on administrative leave with pay in a situation involving potential disciplinary action. This administrative leave may be used during the course of the investigation; prior to, during and after a disciplinary hearing; and while disciplinary action is being considered.

## **B. Administrative Leave Without Pay**

An administrative leave without pay for a period not to exceed 90 calendar days for non-medical purposes may be granted by the Executive Director to any regular employee who has completed 1 year of employment. This leave without pay must be for the benefit of SEAGO as determined by the Executive Director. This leave may be granted only after vacation leave has been exhausted.

An administrative leave without pay for medical purposes may be granted for a period not to exceed 90 calendar days. Requests for medical leave must be accompanied by documentation from the employee's attending physician.

Under extenuating circumstances, the Executive Director may grant an extension of a leave period upon written request by the employee. Such extension may not exceed 3 months and will be based on SEAGO as well as employee considerations.

An employee who has been granted administrative leave without pay shall retain his or her original date of hire. However, he or she will not accumulate vacation, sick or other paid leave time and will not receive holiday pay during the unpaid leave.

Employees on administrative leave without pay may elect to continue group insurance coverage. However, the employee must bear the entire cost of both employee coverage and dependent coverage.

SEAGO is not obligated to hold the employee's position open while the employee is on leave without pay. The position may be filled on a temporary or regular basis. The employee's right to return to work will depend on the availability of an appropriate position.

## **6.7. Military Leave**

A military leave of absence will be granted to any employee, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services. Military leave shall be granted in accordance with the provisions of applicable state and federal law.

### **A. No Break in Service**

Active military service of an employee who is restored to employment with is not a break in service and shall be counted as credited service.

### **B. Limit of Paid Time Off**

Paid time off in accordance with the law shall be limited to an equivalent of 2 weeks per year. The period of time spent in training or scheduled drills under orders shall not be deducted from the paid vacation leave balance to which the employee is otherwise entitled.

## **6.8. Educational Leave**

The Executive Director is authorized to approve reasonable periods of time absent with or without pay to enable employees to attend work related educational and training courses. However, approval of such leave should be in the best interest of the agency.

## **6.9. Absent Without Leave**

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and shall be subject to dismissal or other appropriate disciplinary action. Failure of an employee to report for work or to request a leave extension at the expiration of an authorized leave shall be considered absent without leave.

An employee absent for 3 days or more without authorization, except for an unavoidable situation, shall be terminated effective the end of the day of last attendance.

## **6.10. Jury Leave/Voting**

An employee who is called or required to serve as a trial juror shall be entitled to absent himself from his duties with the agency during the period of jury service. Under such circumstances, the employee shall be paid the difference between his full salary and any payment received by him or her. Travel pay is an expense that is not part of this calculation.

Full-time employees are entitled to 2 hours time off on election days, provided they are registered voters. Part-time employees are expected to use their normal time off to vote and are not eligible for this leave time. Presidential Election Day is considered a holiday. This type of leave does not accrue if it is not used.

When an employee is subpoenaed as a witness unrelated to SEAGO business, advance notification should be made to the Executive Director. Appearances in court under such subpoenas and/or out of civic responsibility (such as a voluntary witness) will normally be considered excused time off without pay. Accrued vacation time may be used, at the employee's option.

Time for appearance in court for personal business is the individual employee's responsibility. Accrued vacation or unpaid leave is normally to be used for this purpose.

## **6.11. Family Medical Leave**

In accordance with the Family and Medical Leave Act (FMLA) of 1993, SEAGO provides family and medical leaves of absence without pay to eligible employees who are:

- Temporarily unable to work due to a serious health condition or disability;
- Want to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption or placement of a foster child; or
- Must care for a child, spouse or parent with a serious health condition.

### **A. Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a licensed health care provider.

### **B. Eligibility**

Employees in the following employment classifications are eligible to request FMLA leave as described in this policy:

- Regular full-time employees who have worked for the Organization for at least 52 weeks (12 months).
- Regular part-time employees who have worked for the Organization at least 1,250 hours in the previous 12 months.

### **C. Requests for Leave**

Eligible employees should make written requests for FMLA leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events or within no more than two (2) working days after learning of the unforeseen need for leave. An employee requesting unforeseen FMLA leave has the obligation to comply with the Organization's regular reporting requirements.

It is the employee's responsibility to notify the Executive Director of the need to take leave for a serious health condition. The notice must make it clear that the serious health condition makes the employee unable to perform his job functions.

### **D. Approval of Leave**

When an employee's request for FMLA leave is approved, SEAGO will provide the employee with a notice stating: 1) that the leave will be counted against his or her FMLA leave entitlement; 2) any requirements for the employee to furnish medical certification; 3) that paid leave will be substituted for portion of the leave in this order: sick leave and vacation time; and 4) that the employee must present a physician's release to return to work.

### **E. Verification of Need**

Employees requesting family leave related to the serious health condition of a child, spouse or parent may be required to submit a health care provider's statement verifying the need for family leave to provide care, its beginning and expected ending dates, and the estimated time required. FMLA leave may be used to maintain a reduced workweek or for intermittent leave for preplanned and pre-scheduled medical treatment. Certification by a licensed health care provider may be required.

SEAGO may, at its own expense, require an employee to obtain a second medical opinion. In the event of a conflict, an opinion by a third health care provider may be obtained. This individual must be selected jointly by SEAGO and the employee, and the opinion must be paid for by SEAGO. This third opinion is binding on the parties.

### **F. Maximum Leave Time Available**

Eligible employees may request up to a maximum of 12 weeks of FMLA leave within any 12-month period. Any combination of family leave and sick leave may not exceed this maximum limit.

Married employee couples are restricted to a combined total of 12 weeks leave for childbirth, adoption or placement of a foster child, or to care for a parent with a serious health condition.

If this period of absence proves insufficient, consideration may be given to a written request for an extended (administrative) leave without pay, which may not exceed 1 year.

### **G. Measuring FMLA Leave**

SEAGO uses a rolling 12-month period measured backward from the date an employee uses any FMLA leave. Each time an employee uses FMLA leave, the remaining leave entitlement is the balance of the 12 weeks that has not been used during the immediately preceding 12 months.

## **H. Use of Accumulated Leave**

Employees granted FMLA leave are required to use any accumulated paid leave time before taking unpaid FMLA leave.

## **I. Continuation of Health Insurance Benefits**

Subject to the terms, conditions and limitations of the applicable plans, SEAGO will continue to provide benefits for health insurance for the full period of the approved family or medical leave in accordance with COBRA coverage requirements.

The employee will continue to be responsible for the cost of supplemental benefits and dependent care coverage if continued coverage is desired. Payment should be made by the 10th day of each month. If payment is more than 30 days overdue, coverage will be dropped.

## **J. Suspension of Accumulation of Other Benefits**

Benefit accumulation, such as vacation, sick leave or holiday benefits, will be suspended during the unpaid leave and will resume upon return to active employment. However, use of FMLA leave is not considered a break in service when determining eligibility for vesting or for participation in any benefit.

## **K. Return to Work**

The employee on FMLA leave is requested to provide at least 2 days advance notice of the date the employee intends to return to work so that the return can be properly scheduled.

An employee who has taken leave for his or her serious health condition shall present to the Executive Director a certification from the employee's health care provider that the employee is able to resume work. This certification should include any limitations on performance of duties the employee may have.

- When a FMLA leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.
- The only exception may be for a highly compensated position. The employee in this position will be notified when he or she requests leave that the Organization may choose to fill the position because it is key to the SEAGO operations. If SEAGO chooses to fill the position, it will first offer the employee the opportunity to return to work immediately.

## **L. Intermittent Leave or Reduced Workweek**

In certain cases, intermittent use of the 12 weeks of FMLA leave or a part of a reduced workweek may be allowed. Employees wishing to use leave intermittently or to utilize a reduced workweek schedule for FMLA for birth, adoption or foster care purposes will need to discuss and gain approval of such use from the Executive Director.

If the need is for preplanned and prescheduled medical treatment of the employee, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the business operations. Intermittent or reduced workweek use of FMLA is subject to medical certification by a licensed health care provider.

In some cases, SEAGO may temporarily transfer an employee using FMLA leave intermittently or on a reduced workweek schedule to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced workweek schedule.



## **M. Termination of Employment**

If an employee resigns voluntarily before returning from FMLA, he or she may continue health insurance benefits in accordance with the provisions COBRA.

If an employee fails to report to work promptly at the end of the approved leave period, the Organization will assume that the employee has resigned.

## **7. Conditions of Employment**

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### **7.1. Hours of Work**

An employee is expected to work the days and hours necessary to perform all assigned responsibilities and tasks in order to provide continuity in access by and service to the customers, and to facilitate teamwork and supervision. Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of evaluation periods, and continued employment.

#### **A. Normal Workweek and Work Hours**

The basic workweek is 40 hours. This workweek begins at 12:01 a.m. Saturday and ends at 12:00 midnight on Friday. The normal work schedule for all employees is 8 hours a day, 5 days a week, with 1 unpaid lunch period each day.

Modifications to the workweek and work schedule may be made by the Executive Director to provide essential services, subject to any federal or state statutory limitations relating to hours of work.

#### **B. Flexible Work Schedules**

Daily and weekly work schedules may be changed from time to time at the discretion of the Executive Director to meet varying work conditions. Changes in work schedules will be announced as far in advance as practicable.

#### **C. Absences and Tardiness**

Advance notice of absence is expected. Notice of unavoidable absences is expected within 1/2 hour of the beginning of the workday or as soon as possible thereafter if the employee is physically unable to notify his or her supervisor.

Advance notice of anticipated tardiness is expected. Notice of unavoidable tardiness is expected as soon as possible. Tardiness must be made up during the workweek in which it occurs.

Notification of an absence or tardiness by another employee, friend or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

Poor attendance and frequent tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

#### **D. Meal Breaks and Rest Breaks**

An employee who works a regular 8-hour day will receive a minimum of one half-hour unpaid meal break. Lunch break cannot be taken at the beginning or end of the day, nor can it be applied to any type of leave time.

Paid rest breaks are at the discretion of the Executive Director. Schedules permitting, full-time employees may take 1, 15 minute break in the morning and 1, 15 minute break in the afternoon.

These breaks may not be taken at the beginning or ending of a work shift, immediately before or after lunch, applied towards an alternative work schedule, or be used as leave time. Work demands may preclude the granting of a rest break. If the breaks are not used, they are lost; they do not accumulate.

## **7.2. Personnel Files**

SEAGO maintains an official personnel file on each employee. The personnel file contains documentation regarding most aspects of the employee's tenure with the Organization, including items such as performance appraisals, beneficiary designation forms, disciplinary action notices and employment history.

Medical records will be maintained separately from the official personnel files. In accordance with federal and state laws, access to the medical files will be limited to the Executive Director, the designated custodian of the records and the employee.

### **A. Access to Official Personnel File**

Access to information in an employee's personnel file is limited to the extent permitted by federal and state law. During the normal course of employment, an employee's file may be reviewed by the Executive Director and the employee's immediate supervisor.

### **B. Updating Personnel Records**

Program managers are responsible for forwarding documents for inclusion in the personnel files of those employees under their supervision.

To ensure that personnel files are up-to-date at all times, employees should notify their supervisor of any changes in name, telephone number, home address, marital status, number of dependents, beneficiary designation, scholastic achievements, the individuals to notify in case of an emergency and so forth.

Each employee may inspect or audit his or her personnel file to ensure accuracy and completeness of the file. A SEAGO official shall be present when a file is reviewed.

### **C. Records Retention**

An employee's personnel file will be retained during the tenure of the employee and for a minimum of 3 years after his or her employment has terminated, unless a longer period is required by law. During this retention period, nothing will be removed from the personnel file.

Name, job title and the dates of employment will be retained indefinitely.

### **D. Records Release**

SEAGO treats all employee information as confidential, except when requested to verify information relating to job title, department, base salary and dates of employment. Other information contained in the personnel file will be released with express written permission of the employee or to the extent allowed by law.

## **7.3. Electronic Mail, Computer, and On-Line Services Usage**

The following policies apply to each employee's use of the SEAGO computers, networks, software, and related services.

### **A. Condition of Employment**

As a condition of employment and continued employment, employees agree to the following:

- All electronic storage and communication systems—including, without limitation, facsimiles, copiers, computers, software and telephones—and all information transmitted by, received from or stored in these systems are the property of the Organization;
- These systems are to be used solely for job-related purposes and not for personal purposes, unless expressly authorized in advance by the employee's supervisor;

- Employees have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt or storage of information in the equipment;
- SEAGO may monitor an employee's use of this equipment at any time at its discretion, which may include printing and reading all e-mail entering, leaving or stored in these systems as well as listening to any voice mail messages;
- No employee will use a logon or voice mail access code that is unknown to SEAGO Officials or that is not expressly authorized; and
- To obtain approval for, and have virus-scanned, all outside files prior to loading such files in the SEAGO computer systems.

## **B. Software Copyright**

SEAGO purchases and licenses various computer software for business purposes and does not own the copyright to this software or its related documentation. Employees may not reproduce such software or use it on more than 1 computer unless authorized to do so by the software license agreement.

## **C. Prohibited Use**

Improper use of the Organization's electronic storage and communications equipment is strictly prohibited. This includes, without limitation, transmission or reception of any material in violation of federal, state or local law or regulation—including copyrighted material, threatening or obscene material or material that is trade secret or confidential.

This also includes using the Organization's equipment or resources for commercial activities, religious or political causes, outside organizations or other non-employment related matters; and transmitting offensive jokes, sexually explicit messages, chain letters, or material that is otherwise disruptive to orderly operations.

## **D. Passwords**

Employees should remember that log-on and other passwords should not be shared with anyone else, unless such information is requested by an authorized SEAGO official. Failure to cooperate with an authorized SEAGO official in any investigation is a violation of the policy and may result in discipline, up to and including termination of employment.

## **E. Consequences of Prohibited Use**

Any violation of this policy may result in disciplinary action, up to and including termination of employment.

## **7.4. Personal Appearance**

SEAGO requires employees to dress in a manner which reflects the professionalism of their work. Both the conduct and appearance of employees can reflect on the reputation of the Organization. All employees must take added effort to be concerned about their personal appearance.

Because of the changing nature of fashion, regulations pertaining to acceptable employee attire and grooming are flexible. There are, however, certain expected norms of professional appearance, of personal neatness, cleanliness and good grooming that are applicable to all employees.

Extravagance and extremes of style and attire are not in good taste in a public service environment. SEAGO reserves the right to advise any employee at any time that his or her grooming, attire or appearance is unacceptable.

If an employee reports to work improperly dressed or groomed, the employee's supervisor should instruct the employee to return home to change clothes or to take other corrective action. The employee will not be compensated during such time away from work. An employee who does not abide by the dress code is subject to disciplinary action.

## **7.5. Violence in the Workplace**

Any threats or acts of violence made by an employee against another person's life, health, well-being, family or property are entirely unacceptable and are cause for immediate dismissal, even for a first offense. This policy holds for any threats made on SEAGO property, at SEAGO events or under other circumstances that may negatively impact the Organization's ability to conduct its business.

### **A. Infringement on Safe Workplace**

Acts or threats of violence, whether made directly or indirectly, explicitly or implied, by words, gestures or symbols, infringe upon the Organization's right and obligation to provide a safe workplace for its employees and are prohibited.

Workplace possession of firearms, explosives or weapons is prohibited. The consequences of prohibited possession include disciplinary action, up to and including immediate discharge.

### **B. Complaint Procedure**

Any employee who believes that he or she has been, is or may be the target of threats or acts of violence or has witnessed or otherwise learned of violent conduct by another employee or by a third party, should contact the Executive Director immediately.

## **7.6. Drug-Free Workplace Policy**

### **A. Overview**

It is the intent and policy of SEAGO to maintain a drug and alcohol free working environment. As part of this policy, SEAGO prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including alcohol, while traveling on behalf of SEAGO or performing SEAGO business, on or off SEAGO premises, or other work sites where the employee may be engaged in official SEAGO business, or at any time which would interfere with the effective conduct of the employee's work at SEAGO.

SEAGO recognizes drug and alcohol dependency as an illness and a major health problem. Abuse of drugs and alcohol exposes individuals to a variety of health risks and impairs judgment which may result in increased safety risks and faulty decision-making. Drug and alcohol abuse impacts the entire agency, through lost productivity, increased absenteeism and increased operating costs through increased sick leave and health insurance costs. SEAGO expects and requires all employees to report to work on time and in an appropriate state of mind and physical condition fit to complete their assigned duties safely and competently during work hours.

### **B. Scope of Policy**

All employees shall abide by the terms of this policy as a condition of employment. No employee shall report for or conduct SEAGO related business under the influence of alcohol, drugs, medical marijuana or any substance which impairs an employee's mental or physical capacity. The use of illegal drugs or the misuse of legal drugs or alcohol by any employee, or the presence in any employee's system of a prohibited drug or drug metabolite, in the workplace is prohibited. The only exception to this prohibition is for registered, qualified medical marijuana patients, who may test positive for marijuana components or metabolites that appear in insufficient concentration to

cause impairment or lawfully prescribed controlled substances used as directed and do not impact performance.

All employees will receive a copy of this policy and will be required to sign an appropriate acknowledgment of receipt.

### **C. Drug and Alcohol Testing**

SEAGO may require that employees and applicants provide urine, blood, breath and/or other samples for drug and alcohol testing under any of the following circumstances. SEAGO will pay for any drug and alcohol test that it requests or requires.

#### **1. Pre-Employment Testing for Initial Employment**

All applicants being considered for initial employment with the SEAGO shall be required to submit to, and successfully pass, a drug screen urinalysis after a conditional offer is made by SEAGO. The offer of employment shall be contingent upon a negative drug screening, unless the applicant is a registered, qualified medical marijuana patient and any identified marijuana components or metabolites do not appear to be in sufficient concentration to cause impairment or lawfully prescribed controlled substances used as directed and do not impact performance. If an applicant fails to pass the pre-employment drug screening, the applicant will be disqualified from consideration for employment, unless the applicant is a registered, qualified medical marijuana patient. An applicant's failure to submit to the required pre-employment test shall be considered as a request for withdrawal from consideration for the position for which he or she applied.

#### **2. Reasonable Suspicion Testing**

If SEAGO has reason to suspect that an employee is violating this policy or when there is reasonable cause to believe an employee is under the influence or is impaired by alcohol or drugs, SEAGO may require the employee to submit immediately to medical tests administered for drug or alcohol testing which include the chemical analyses of breath, urine or blood. A written record of the observations and facts leading to the reasonable suspicion shall be made by the employee's supervisor within 24 hours of the observation. The employee shall not engage in safety sensitive work and the operation of motor vehicles while on SEAGO related travel for eight hours after the observation, unless the employee tests negative for drugs and alcohol during that time. If the test is not administered within two hours following the observation, the supervisor shall document the reasons for the delay. If an alcohol test cannot be administered within eight hours, it will not be given. If a drug test cannot be given within 32 hours, it will not be given.

For purposes of this rule, "reasonable suspicion" shall mean that there is some specific basis to believe that a particular person may possess or be under the influence of drugs or alcohol as a result of one or more of the following types of evidence:

- a. Observable phenomena, such as direct observation of drug or alcohol use and/or the physical symptoms or manifestations of being under the influence;
- b. Abnormal conduct, erratic behavior, excessive absenteeism
- c. Physical symptoms (i.e. glassy eyes, slurred speech, unsteady gait, red eyes, running nose);
- d. Smell of alcohol or marijuana;
- e. Sudden deterioration in work performance or physical appearance;

- f. A report of drug or alcohol use on the job or immediately preceding work, if provided by a reliable and credible source that witnessed the use, and if independently corroborated;
- g. Evidence that an individual has tampered with a drug or alcohol test during his or her employment with SEAGO; or
- h. Objective evidence or a reliable report of use, possession, sale, solicitation, or transfer of drugs or alcohol while working or while on SEAGO property.

### 3. Testing Following an Incident

Any employee involved in an incident or near miss in the course of SEAGO employment that results, or could have resulted in injury or property damage such as any of the following situations shall be required to submit to drug and alcohol testing as soon as possible following any such event:

- a. An accident in which a third party is fatally or seriously injured;
- b. An accident that requires medical assistance for the employee or any other person or that results in significant property damage requiring one or more vehicles or pieces of equipment to be towed from the site; or
- c. Any accident in which there is also a reasonable suspicion of any violation of this drug and alcohol policy.

## **D. Specimen Collection and Testing Methods for Drugs and Alcohol**

### 1. Drug Testing

SEAGO tests all employees with a five (5) panel drug screen which, at minimum, tests for the following substances:

- a) Marijuana
- b) Cocaine
- c) Opiates – opium and codeine derivatives
- d) Amphetamines and methamphetamines
- e) Phencyclidine – PCP

The standard method SEAGO uses for drug testing is by urine sample; however, SEAGO may use any approved method by DOT for collection and testing. Specimen will be collected by credentialed personnel and appropriate chain of custody procedures will be utilized to ensure testing accuracy.

The inability to produce a specimen is a refusal to test unless the employee or applicant can provide medical documentation of a condition that would cause the inability to produce a specimen.

### 2. Alcohol Testing

Alcohol testing will be performed using an approved method to detect the presence of alcohol in a person's system. The standard method used by SEAGO is breath testing equipment by a credentialed Breath Alcohol Technician (BAT); however, SEAGO, only when necessary, may require other forms of testing such as blood or saliva and only under reasonable suspicion or post-accident testing.

For any initial test .02 or greater, a confirmatory second test will be performed following a minimum fifteen (15) minute wait period, not to exceed thirty (30) minutes, using testing equipment operated by a credentialed BAT.

#### **E. Positive Tests Results and Right to Explain**

The testing facility's Medical Review Officer (MRO) will communicate positive test results to the employee or applicant. Any employee or applicant who tests positive on any drug test required by SEAGO may request a copy of their test result report, or submit additional information to the Executive Director for explanation.

#### **F. Confidentiality**

Employee test results are confidential. Employees who are requested to submit to a drug test must agree in writing to allow the results of such test to be disclosed to and used by SEAGO's authorized representatives who have a need to know. Failure to sign such a consent form shall be considered a refusal to submit to testing and failure to comply with this policy.

#### **G. Policy Violations**

1. Alcohol - An employee who tests positive for alcohol while in the course of conducting SEAGO business shall be in violation of this policy. An alcohol test is considered positive if the alcohol level is .02 or above.
2. Drugs - An employee who tests positive for a controlled substance or illegal drug use, to any degree, while in the course of conducting SEAGO business shall be in violation of this policy, unless the employee is a registered, qualified medical marijuana patient and the presence of metabolites or components of marijuana do not appear in sufficient concentration to cause impairment or lawfully prescribed controlled substances used as directed and do not impact performance.

#### **H. Failure to Comply with Policy**

An employee who fails to submit to a drug or alcohol test as required by this policy or who violates any aspect of this policy is subject to disciplinary action up to and including dismissal.

#### **I. Additional Employee Responsibilities**

In addition to the requirements of this policy specified above, each SEAGO employee, as a condition of employment, is required:

1. To notify his or her supervisor of any criminal drug arrest for any violation, occurring on or off SEAGO premises while conducting SEAGO business, no later than five days after such arrest;
2. To notify his or her supervisor of any criminal drug statute conviction no later than five days after such conviction as required by the Drug-Free Workplace Act of 1988;
3. To notify his or her supervisor of any arrest involving driving under the influence of drugs or alcohol (DUI) no later than five days after such arrest;
4. To notify his or her supervisor of any license suspension that results from any drug or alcohol related arrest or conviction as soon as possible and to refrain from operating any motor vehicles on SEAGO related travel until this license is restored; and



5. To immediately report to his or her supervisor any unsafe working conditions or hazardous activities that may jeopardize the safety of employees or the general public arising from drug or alcohol use by any person. This includes the duty to immediately report any violations of the drug and alcohol policy that the employee observes. An employee who fails to report such a violation is subject to disciplinary action up to and including dismissal.

Within 10 calendar days of receiving notification of any such criminal drug statute conviction, SEAGO will send written notification of such conviction to the appropriate state and federal agencies affiliated with contracts and grants under which the employee works.

SEAGO shall have 30 calendar days to determine what disciplinary action it shall take against any employee convicted for violating any drug statute in the workplace. This action may include termination as outlined in these policies. It may also include a requirement for the employee to satisfactorily participate in a substance abuse assistance or rehabilitation program which is approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agencies.

Any employee found to be engaged in activities which are in violation of these policies, will be subject to formal disciplinary action up to, and including termination. The type of disciplinary action relates to the gravity of the infraction and the employee's past performance and conduct. SEAGO will also refer violators for prosecution as appropriate and as provided by local, state, and federal law. In addition to SEAGO's imposed disciplinary action, there may be legal sanctions imposed by local, state, or federal authorities for violation of drug and alcohol related laws. Employees who are convicted of driving while under the influence and experience restrictions on their ability to drive a motor vehicle, regardless if this conviction is related to official SEAGO business, may be terminated from employment if driving is an integral component of performing their work responsibilities and this conviction interferes with the ability to continue performing their responsibilities.

#### **J. Substance Abuse Treatment**

SEAGO also recognizes drug and alcohol abuse as a potential safety and security problem. Employees of SEAGO who have a drug or alcohol dependency problem are encouraged to seek assistance, either through counseling or rehabilitation programs. Information on these types of services can be obtained through SEAGO's Human Resources Department. SEAGO will be supportive of those who seek substance abuse treatment voluntarily, and may consider such employees' efforts when determining the level of disciplinary action that may be taken against those employees found in violation of this policy.

Employees are encouraged to approach their supervisor or Human Resources Department at any time with any questions they have about SEAGO's Drug-Free Workplace Policy.

#### **7.7. Fragrance-Free Workplace Policy**

The purpose of this policy is to reasonably accommodate employees and visitors who have chemical sensitivity and or allergic reaction to perfume, cologne, after shave lotion, fragranced hand lotion, fragranced hair products and/or similar products.

All SEAGO employees are subject to the following rules:

Perfume, cologne, after shave lotion, fragranced hand lotion, fragranced hair products and/or similar products are prohibited. Gifts, flowers, candles or other items which are scented may be subject to removal upon request.

Complaints regarding violations of this policy will be directed to the employee's immediate supervisor. SEAGO employees wearing fragranced products will be asked to wash off the fragrance and/or change their clothing. If an employee is unable to remove the fragrance at work, they will be sent home to bathe or change. Employees sent home may use their lunch/breaks or vacation time to cover their time away from work. Employees wearing fragranced products to work will be counseled and documentation of that counseling will be placed in the supervisor's file under the employee's name. Once counseled, future violations will result in disciplinary action.

## **7.8. Prohibited Workplace Behaviors**

It is the intent and policy of SEAGO to provide a work environment, free of intimidation, hostility, isolation, bullying, and other inappropriate behaviors that are not based on an individual's protected class status, and promote a work environment where respect, decency, civility, inter-program cooperation, and highly ethical work behaviors are the norm.

In workplaces where isolation, badmouthing, constant criticism, circulation of unfounded rumors, withholding information, ridicule, or yelling are tolerated, such behaviors may adversely affect employee morale, performance, or mental and physical well-being. In such environments, relationships suffer, and productivity is impacted as energies revolve around these behaviors and divert attention from important and significant tasks at hand. Therefore, all SEAGO employees are expected to adhere to acceptable, professional conduct at all times. This includes respecting the rights and feelings of others and refraining from any behavior that might be harmful to co-workers. Prohibited workplace behaviors include, but are not limited to the following:

Threatening, intimidating, or hostile acts directed at a co-worker; yelling or generally abrasive behavior; using obscene, abusive or threatening language, or gestures; discrediting a co-worker; slander; circulation of unfounded rumors; withholding information vital to the co-worker's job performance; acts of physical or emotional isolation; prohibiting due process; retribution for pursuing due process; verbal or physical behavior which is derogatory, bullying, or disrespectful; or any other intentional verbal or non-verbal conduct by one or more individuals against another individual that intimidates, shows hostility, threatens, offends, humiliates, or insults any co-worker; or interferes with a co-worker's performance, has an adverse impact on a co-worker's mental or physical well-being; or otherwise adversely affects a co-worker.

Prohibited workplace behaviors do not include the Executive Director's or program manager's good faith efforts in counseling, coaching and/or disciplining an employee for valid, documented substandard work performance or other work related issues.

Complaints regarding violations of this policy will be directed to the Executive Director who may choose to consult with the employee's immediate supervisor. Reported violations of this policy will be evaluated based on what a reasonable person would judge to be unacceptable behavior under similar conditions or situation. The Executive Director or program manager will take immediate and appropriate action when prohibited behaviors occur in violation of this policy. Such actions may include but are not limited to, at the Executive Director's discretion, separating a targeted worker from the perpetrator(s), appropriate disciplinary action, reassignment, and/or mediation by a mutually agreed upon mediator.

## **8. Discipline, Appeal, and Grievance**

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### **8.1. Discipline**

Effective discipline is a positive process when its purpose is to train or develop by instruction. Whenever appropriate, training is encouraged as a means of improving employee productivity and effectiveness through positive and constructive methods. However, improper employee conduct shall be considered good cause for disciplinary action.

Each supervisor shall have the responsibility and authority, with the approval of the Executive Director, to administer appropriate discipline to his or her subordinates using a positive progressive discipline process as a corrective measure.

The employment of any individual by SEAGO depends upon acceptable conduct and satisfactory work performance. Failure to meet these standards of conduct and work performance is sufficient grounds for disciplinary action up to and including termination of employment.

Nothing in this policy changes the status of probationary, temporary or unclassified employees.

### **8.2. Grounds for Disciplinary Actions**

The following list includes those actions that are a basis for disciplinary action. This list is not intended to be all-inclusive, but is illustrative of the types of actions that lead to disciplinary action.

- The employee's performance does not meet expectations, or the employee has demonstrated incompetence, inefficiency, or negligence in performance of duty.
- The employee has demonstrated chronic tardiness, has been inexcusably absent, has failed to receive prior approval for any absence, or has abandoned his or her position.
- The employee has violated an official regulation or order, or has failed to obey any reasonable directions given him or her by his supervisor or other SEAGO official.
- The employee has willfully violated any established SEAGO policy or any directive of the SEAGO Executive Board.
- The employee has provided false or misleading information in any document, report, or statement related to his or her employment with SEAGO.
- The employee has taken any action that discriminates on the basis of race, color, sex, religion, national origin, age, disability, or any other legally protected status.
- The employee has engaged in improper political activities.
- The employee has violated the provisions of the harassment policy.
- The employee has been abusive in his or her language, or has threatened or caused physical harm to others.
- The employee has been found under the influence of alcohol or drugs while on duty. The employee has violated the Drug Free Work Place policies.
- The employee has been dishonest or committed malfeasance in performance of duties.
- The employee has made use of his or her official position for personal advantage.
- The employee has misused, converted or taken agency funds, property or supplies for personal benefit.

- The employee has been convicted of a felony or has engaged in any activity which would violate state or federal criminal statutes.
- The employee has engaged in conduct, either during or outside of regular hours, which causes discredit to SEAGO.
- The employee has taken any action or actions that prevent him or her from doing his or her assigned duties.

### 8.3. Disciplinary Hearing

Prior to taking any disciplinary action that involves demotion, suspension or termination of employment, the Executive Director shall hold a hearing with the employee. This shall be an informal hearing to present and discuss the charges subject to disciplinary action. The following guidelines shall apply to this hearing.

- The employee shall be provided written notice of the disciplinary charges, as well as the date and time of the hearing, at least 24 hours in advance. The hearing will be scheduled as soon as possible after this 24-hour period.
- During the hearing, the Executive Director shall describe the disciplinary charges and any other issues that have bearing on the situation.
- The employee shall be given the opportunity to respond to the disciplinary charges and to provide any additional information that he or she believes to be relevant to the charges. The employee response is in the hearing. The 24-hour waiting period is to allow the employee to prepare to respond to the charges. It is not intended that this response be in writing, although it can be.
- The Executive Director shall prepare a written record of the meeting, summarizing the charges and responses of the employee.
- The employee may have a representative attend the hearing with him or her as an observer. However, this person shall not be allowed to participate in the hearing.

The Executive Director may impose discipline at the conclusion of the hearing.

### 8.4. Types of Discipline

The material below describes types of discipline that may be taken to correct and discipline employees. All of these actions must be preceded by the informal disciplinary hearing outlined above. The intent of this material is to describe typical disciplinary actions, but is not intended to limit the range of possible disciplinary actions. In addition, this list is not intended to define a sequence for disciplinary actions, since the discipline should be appropriate for the offense.

- **Written Reprimand.** Where the offense is minor in the view of the Executive Director, a written reprimand may be appropriate. The reprimand will be written to and discussed with the employee. The reprimand will briefly describe the offense and the corrective action. The employee will be asked to sign the reprimand to acknowledge its receipt. A copy of the reprimand will be placed in the employee's official personnel file.
- **Training/Retraining.** Where the offense is a result of misunderstanding, the best corrective action may be training or retraining. The offense and the corrective action will be documented in a memo from the Executive Director to the employee. The employee will be asked to sign the memo to acknowledge its receipt. A copy of the memo will be placed in the employee's official personnel file.

- **Period of Special Observation.** When performance or behavior warrant the action, a period of special observation may be established. The period of special observation may not exceed 90 calendar days. The Executive Director shall prepare a memorandum outlining the improvements required, the time established for the period, and possible consequences if performance does not improve. Ten (10) days before the end of the period, the Executive Director shall prepare a written evaluation and recommendation for the employee's future status, which will be placed in the employee's personnel file.
- **Demotion.** The Executive Director may demote an employee whose performance does not meet expectations, or for disciplinary purposes. Written notice of the demotion and the reasons for the demotion shall be given the employee within 3 days after the effective date of the demotion. The employee shall be asked to sign this notice and it shall be filed in the employee's official personnel file.
- **Suspension.** The Executive Director may suspend an employee from his or her position at any time for a disciplinary purpose. Suspension without pay shall not exceed 30 calendar days. The offense and the rationale for the suspension shall be documented in a memo discussed with the employee. The employee should be asked to sign to acknowledge the memo. A copy of the memo shall be placed in the employee's official personnel file.
- **Termination of Employment.** An employee may be discharged for cause at any time by the Executive Director. Reasons for the discharge shall be recorded in a memo delivered to the employee and placed in the employee's official personnel file.

#### **8.5. Appeals from Termination, Demotion, and Unpaid Suspension**

This policy provides the rights and procedures for employees to appeal decisions of the Executive Director to terminate their employment, demote them to a lower level position, or to suspend them without pay.

A regular, classified employee who has completed his or her probationary period may appeal an action resulting in termination, demotion or unpaid suspension. An employee who fails to complete the initial probationary period has no right of appeal. An at-will employee does not have the right to appeal under this policy, unless they can show that the employment action was due to unlawful discrimination.

Appeals will be made to the Personnel Committee. The Personnel Committee shall consist of the Chair and Vice Chair of the Executive Board and the officers of the Administrative Council. It shall be a standing committee of the Executive Board.

#### **8.6. Appeal Procedure**

Under this procedure, appeals must be filed in writing with the Executive Director within 10 days of the notice of discipline. When an appeal is filed, the employee and the employer understand and agree that, at the sole discretion of the Hearing Officer, the losing party may be ordered to bear the costs of the appeal, including, but not limited to the compensation of the Hearing Officer, and the costs of the prevailing party's legal counsel. The appeal shall state in detail the facts upon which it is based, the people and functions involved, and the remedy requested.

The Executive Director shall notify the Personnel Committee of the appeal. No answer to the appeal is necessary. However, if the Executive Director chooses to file an answer, the Personnel Committee shall make a copy available to the employee.

The Personnel Committee may hear the appeal or may appoint a Hearing Officer. The Hearing Officer is fully empowered to grant or refuse extensions of time, to set procedures for the hearing, to conduct the hearing, and to take actions relative to the proceedings. The Personnel Committee may choose to withdraw the appeal from the Hearing Officer prior to the hearing. The Committee may then conduct the hearing as a Committee or assign another Hearing Officer.

The Hearing Officer shall conduct the hearing and submit the hearing officer report to the Executive Director. The Executive Director shall distribute copies of the report to each member of the Personnel Committee and the employee. The Executive Director shall schedule the appeal on the agenda, so that the Personnel Committee can take action on it.

The Personnel Committee may adopt the Hearing Officer's report in its entirety, may modify it, or may decide the case on the record with or without taking additional evidence.

- **Continuance of the Hearing.** The hearing may be continued at the request of either the appellant or the respondent. Requests to continue the hearing must be submitted to the Executive Director, in writing, at least 5 days before the hearing date. The Executive Director shall notify all concerned parties of the continuance. Failure of the appellant to comply with these guidelines and failure to appear at the time and place of the hearing may result in dismissal of the appeal.
- **Nature of the Hearing.** The employee may represent himself or herself, or be represented by legal counsel or anyone else of his or her own choosing. The Executive Director may also represent himself or herself, or be represented by legal counsel. The hearing shall be informal, and technical rules of evidence and court procedure shall not apply, except that irrelevant, immaterial, or unduly repetitious material may be excluded. Evidence protected by the rules of privilege recognized by law may also be excluded.
- **Witnesses.** The Personnel Committee or the Hearing Officer may exclude from the room any witness not at the time under examination. The employee, the Executive Director and their representatives may not be excluded.
- **Withdrawal of an Appeal.** The appellant may submit a written request to withdraw an appeal any time prior to the decision of the Personnel Committee. The request shall be submitted to the Executive Director. The Personnel Committee shall make the decision of whether to allow the request to withdraw the appeal.
- **Decision by the Personnel Committee.** If a majority of the Personnel Committee members present determines that the action appealed from was arbitrary or taken without reasonable cause, the order shall be revoked or modified. Otherwise, the disciplinary action shall be affirmed. The Personnel Committee shall have the power to direct appropriate remedial action, and shall do so after considering just and equitable relief to the employee and the best interests of the Organization. The findings and decisions of the Personnel Committee shall be final.

## 8.7. Grievance Procedures

The purposes of this grievance procedure are:

- To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided.
- To afford an employee a systematic means of obtaining further consideration of problems.
- To ensure that efforts are made to settle grievances as near as possible to their origin.
- To provide that grievances shall be handled as informally as possible.

## 8.8. Matters Subject to Grievance Procedure

Any classified employee shall have the right to appeal any decision affecting his or her employment, with the exception of terminations, demotions and unpaid suspensions. These matters may be appealed as provided in the Disciplinary System procedures.

## 8.9. Informal Grievance Procedure

Any employee who has a problem or complaint should first try to settle it through discussion with his or her immediate supervisor. This step should be taken without undue delay. If, after this discussion, he or she does not believe the problem has been satisfactorily resolved, he or she shall have the right to discuss it with the Executive Director. Every effort should be made to find an acceptable solution by informal means. However, if the grievance is with the Executive Director, the matter shall be resolved using formal grievance procedures.

## 8.10. Formal Grievance Procedures

Issues that cannot be resolved through the informal grievance procedure may be taken to the formal procedure. The levels of review in the formal grievance procedure follow the chain of command and are listed below:

- **First Level of Review.** The appeal shall be presented in writing to the employee's immediate supervisor. The immediate supervisor shall review the appeal and shall render his or her decision and rationale in writing to the employee. The immediate supervisor shall deliver this material to the employee within 15 calendar days of receiving the appeal.

If the employee does not agree with his or her supervisor's decision, or if no answer has been received within 15 calendar days, the employee may present the appeal in writing to the Executive Director. Failure of the employee to take further action within 10 calendar days after receipt of this decision or the lapse of 15 calendar days will close the appeal. The employee will be notified in writing that the appeal has been closed.

- **Next Level of Review.** The next level of review shall be to the Executive Director. Once the appeal is received, he or she shall review the material and conduct the appropriate investigation. He or she shall render his or her decision in writing, and shall return them to the employee within 15 calendar days.

If the employee does not agree with the decision, or if no answer has been received within 15 calendar days, he or she may present the appeal in writing to the Chair of the SEAGO Administrative Council. Failure of the employee to take further action within 10 calendar days will close the appeal. The employee will be notified in writing that the appeal is closed.

- **Chair of the Administrative Council.** The Chair of the Administrative Council may designate an investigative officer to collect information, conduct the investigation and make recommendations. The investigative officer may be anyone the Chair chooses, except for an individual in the normal chain of command for the employee. The Chair may also choose to handle the grievance directly.

Once he or she has been appointed, the investigative officer shall have 20 days to complete the investigation. The investigative officer shall present his or her findings and recommendations to the Chair as soon as possible following this 20-day period.

The Chair shall evaluate the recommendations of the investigative officer, may accept or modify these recommendations, or may direct other actions to investigate the appeal. He or she shall render his or her decision in writing, and shall return them to the employee within 15 calendar days.

If the employee does not agree with the Chair's decision, or if no answer has been received within 15 calendar days, the employee may present the appeal in writing to the Personnel Committee. Failure of the employee to take further action within 10 calendar days after receipt of this decision or the lapse of 15 calendar days will close the appeal. The employee will be notified in writing that the appeal has been closed.

- **Personnel Committee.** The Personnel Committee may rely on the investigation conducted by the Chair of the Administrative Council or may designate an investigative officer to collect information, conduct the investigation and make recommendations. The investigative officer may be anyone the Committee chooses, except for an individual in the normal chain of command for the employee.

The investigative officer shall have 20 days to complete the investigation. The investigative officer shall present his or her findings and recommendations to the Personnel Committee as soon as possible following this 20-day period.

The Personnel Committee may approve the recommendations of the investigative officer. The Chair may also modify the recommendations or direct other actions to investigate the appeal. The decision of the Personnel Committee is final and may not be appealed further.

The employee will be notified of the decision of the Personnel Committee in writing.

#### **8.11. Conduct of Grievance Procedure**

The time limits specified above may be extended by mutual agreement of the employee and management. The employee may be allowed to use a reasonable amount of work time to prepare for the appeal. Reasonable shall be defined by the Executive Director and shall not unduly disrupt the normal operations of the Organization.

Once an appeal has been dropped, either through direct action or by inaction, the grievance cannot be reinstated. Once the appeal process has been concluded and a decision has been made by the Personnel Committee, the appeal cannot be reopened.

Employees shall be free from reprisal for using the grievance procedures.



## 9. Separation from Service

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Employment with SEAGO may be ended voluntarily or involuntarily.

### 9.1. Service Retirement

Service retirement is voluntary termination after having satisfied the employment requirements of applicable retirement system procedures.

### 9.2. Disability Retirement

Disability retirement is voluntary termination necessitated by an injury or illness that renders the employee incapable of performing the essential tasks of his or her usual job. The termination is preceded by a letter by the employee to his or her supervisor advising of the disability ruling, date of termination, supporting documentation, and a ruling by the appropriate agency verifying the disability and approving the retirement.

### 9.3. Employee-Initiated Resignation

An employee may resign by notifying the Executive Director in writing, giving the reasons and the effective date. Failure to give at least 2 week's notice could result in separation with prejudice and denial of reinstatement. Resignation shall become a part of the employee's personnel file.

### 9.4. Termination during the Probationary Period

During the introductory period, an employee may be terminated at any time, with or without cause, by a Department Head after consultation with the Executive Director.

### 9.5. Discharge

Discharge is involuntary termination or dismissal of an employee by the Organization.

### 9.6. Lay-Off and Recall

Layoff means the conditional termination of a regular employee due to lack of funds, reduced demand for services, functions and programs, elimination of position or other reasons determined by the Executive Director.

When it becomes necessary to lay off employees, the Executive Director will determine the positions which will be reduced to meet program objectives within budget limitations.

- **Order of Layoff.** Regular employees shall not be laid off as long as there are emergency, temporary, or original probationary employees in the same, equal, or lower level positions for which the regular employee is fully qualified, as determined by the Executive Director.
- **Notice.** Employees who must be laid off shall be given written notice at least 14 calendar days prior to the effective date of the layoff whenever possible.
- **Transfer.** Whenever possible, an employee affected by layoff will be made the best available offer. The offer will be written and will contain a time limitation for acceptance. Failure to accept an offer will result in the employee's being laid off.

## 9.7. Termination Pay

Employees are entitled up to 160 hours of earned, unused vacation pay unless reason for termination was dismissal for gross negligence or theft.

Employees will be entitled to severance pay in accordance with the following schedule. Employees who are terminated as a direct result of unscheduled discontinuation of program funds when funds for that program are not adequate to permit termination pay, shall not be entitled to termination pay.

Time Served/Reason for Termination	Amount of Severance Pay
Less than one year of service	One week's salary
Greater than one year of service	Two week's salary
Dismissal	None
Dismissal from probation	None
Resignation	None

Probationary employees are entitled to all earned unpaid salary but not accrued vacation and severance pay. No employees are entitled to accrued but unused sick time at the time of termination. All termination pay, including unpaid salary and vacation pay, will be distributed to the employee in accordance with the guidelines provided in Section 9.8.C., below.

## 9.8. Exit Process

The Department Head is responsible for coordinating the exit process with the Executive Director and the fiscal manager.

### A. Exit Clearance

Included in the final clearance is verification that all SEAGO equipment, materials and supplies, such as keys, identification card, and credit cards have been returned.

### B. Exit Interview

Regular full-time and part-time employees will normally participate in an exit interview. The interview will be scheduled prior to the last day of employment. The exit interview shall be maintained separately from the employee's personnel file. Temporary employees do not ordinarily participate in an exit interview.

### C. Final Paycheck

Employees shall receive pay for work performed through the last hour worked and for unused benefits as stipulated by Organization policies and laws governing such payments.

- Employees terminated for cause will be issued their final paycheck within 3 working days of the termination, or the end of the next regular pay period, whichever is sooner.
- All other terminating employees will be paid at the next regular pay period.

## 9.9. Continuation of Benefits

- Benefits continue through the time actually worked by the employee. If the employee works through the 15th day of the month or later, health benefits will continue through the last day of the month.

- Employees eligible to continue health benefits through COBRA, and HIPAA will be notified by SEAGO within the time limit determined by law.
- For those employees who are not retiring, monies accumulated in the employee's retirement account are refundable. Forms required to request this refund are available through ASRS.

## 10. Travel and Expenses

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Any employee of SEAGO may claim expenses within the limits provided by law when in travel status on official SEAGO business away from his/her designated post of duty under the authority of the Executive Director or the employee's supervisor. Travel expenses for Executive Board members attending conferences may be reimbursed as authorized in advance by the Board.

- **Travel.** Travel which requires employees to commonly use private automobile or public transportation does not include transportation to and from work or parking associated with attendance at work.
- **Means of Travel.** Travel will be conducted in the most economical way possible, given due consideration of employee's time and convenience, as well as SEAGO expense. Group travel is required whenever practicable.
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### 10.1. Reimbursement for Travel

Reimbursement for travel is limited to expense of travel by the most direct and usually traveled route. Traveling by an indirect route for pleasure and convenience will not be reimbursed.

### 10.2. Designated Post of Duty

The post of duty of each SEAGO employee is defined as the place where the employee spends the largest portion of his or her regular work day, or the place to which he or she returns on completion of special assignments or when not in travel status.

The designated post of duty of members of boards, commissions, authorities, councils, and committees is deemed to be their place of residence.

### 10.3. Travel Limitations

Where an office building or similar definite place constitutes the employee's post of duty, no travel expenses shall be allowed at any location within 10 miles of said post of duty as determined by the most direct and usually travelled route mileage.

Where the major portion of an employee's working time is spent within a specifically assigned or limited geographical area, no travel expenses shall be allowed at any location within 10 miles from any point on this assigned area as determined by the most direct and usually travelled route mileage.

### 10.4. Residence

A place of residence shall be designated for each SEAGO employee. A residence is defined as the actual dwelling place of the employee and shall be determined without regard to any other legal or mailing address.

No reimbursement for travel or other subsistence expenses shall be allowed on the premises of an employee's residence. In the event an employee is on field assignment away from his or her post of duty in a location in which he or she maintains a second residence, the Executive Director may, for the period of the assignment, designate such residence as the employee's primary dwelling place.

## 10.5. Application and Exceptions

All authorized SEAGO travel expenses must comply with A.R.S. §38-621 through §38-627, Reimbursement for Expenses, and with the State of Arizona Accounting Manual, Section 5025, Meals and Incidentals, Section 5030, Hotels, Motels and Lodging, Section 5040, Conferences, Conventions and Meetings, Section 5065, Vendor and Other Non-employee Travel, and Section 5095, Maximum Mileage, Lodging, Meal, Parking and Incidental Expense Reimbursement Rates, as it currently exists or as it may be amended in the future. The rules relating to travel expenses and the instructions contained therein apply to all, except where other express statutory authority governs. The guidelines set forth below are intended to be consistent with guidelines established and used by the State of Arizona. The guidelines used by SEAGO shall be considered updated as the state guidelines are updated, regardless of whether the written guidelines of this policy manual have been updated.

## 10.6. Amount Allowable

The amounts allowable by statute for travel are the maximums that may be claimed. In no event may any claim be for more than actual expenses incurred, or allowed, as set forth. Receipts shall be required as documentation of actual expenses incurred.

## 10.7. Authorization to Incur Travel Expense

Submitted travel reimbursement requests require written approval from the Executive Director or the employee's supervisor on the approved form.

All travel arrangements, including flight and room reservations, will be made by the employee or the supervisor and the required documentation will be included with the travel reimbursement request.

- In-State Travel. Each Department is responsible for the direction of personnel traveling within the state, subject to the limitations on the form of travel and expense allowances outlined below.
- Out-of-State Travel. All travel requests shall be subject to an approved travel itinerary. A request for out-of-state travel must be prepared in writing and routed through the immediate supervisor, as applicable.

## 10.8. Subsistence

In-state and out of state travel reimbursement rates and guidelines are listed below. These guidelines are intended to be consistent with guidelines established and used by the state of Arizona. These guidelines will update as the state guidelines are updated, regardless of whether this policy has been updated.

### Allowances:

Air Fare	Actual (Coach or economy only) with receipt
Auto Mileage	Current rates used by the State with route map
Parking	Actual with receipt
Airport Parking	Current State rates with receipt
Tolls	Actual with receipt

Cab	Actual with receipt
Motel	Current State rates with receipt
Other	Actual with receipt

For details relating to partial day travel reimbursement and reimbursement rates for Meals and Incidentals, employees should refer to the State of Arizona Accounting Manual, Section 5025, Meals and Incidentals Section 5030, Hotels, Motels and Lodging, Section 5040, Conferences, Conventions and Meetings, and/or Section 5095, Maximum Mileage, Lodging, Meal, Parking and Incidental Expense Reimbursement Rates. If a person is traveling to a city with a particularly high cost of living, the Executive Director may approve a higher subsistence.

### 10.9. Transportation

Transportation expenses consist of the charges for common carrier fares; private car mileage; parking; bridge and road tolls; necessary taxi, bus, or streetcar fares; and certain other charges essential to travel to and from the post of duty for SEAGO business.

The following transportation limitations apply:

- Reimbursement will be made only for the method of transportation which is in the best interest of SEAGO, considering expense and claimant's time.
- Expense arising from travel between residence and the designated post of duty shall not be allowed. When a trip is commenced or terminated at claimant's home, the distance traveled shall be computed from either the designated post of duty or residence, whichever is less.
- In the determination of fares or mileage paid for transportation by airplane, the point of origin or return shall be an appropriate airport facility serving the area of the employee's designated post of duty or residence, whichever results in the lesser distance or amount.

In-State/Out-of-State Transportation:

Travel within the state or out-of-state may be by common carrier, or private owned or rented automobile.

- **Airlines.** Claims for transportation by scheduled airlines shall be allowed at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date of origination of the flight. This means for conducting SEAGO business, coach or economy fares can be reimbursed; first class or its equivalent shall not be reimbursed except as otherwise provided and properly approved.
- **Railroad.** Travel is permitted by statute and sleeping accommodations are considered as transportation. However, because of the scarcity of rail transportation within the state, other methods should be used.
- **Bus Lines.** Regularly scheduled inter city buses may be used where other means are inconvenient or uneconomical.
- For details pertaining to limitations and restrictions applicable to travel by airline, railroad, and bus lines, please refer to the State of Arizona Accounting Manual, Section 5010, Travel by Way of Common Carrier.
- **Privately-Owned Automobile.** When use of a privately-owned automobile is authorized, mileage will be reimbursed at the current per mile rate set by the state of Arizona on the basis of miles traveled by way of the most direct regularly traveled route between points. For details pertaining to limitations and restrictions applicable to travel by privately-owned automobiles, please refer to the State of Arizona Accounting Manual, Section 5015, Travel by Individually Operated Motor Vehicle, Subsection 3.

- **Rental Car.** Rented automobile or other chartered means of transportation may be used when other means of travel cannot be used economically or conveniently. Reimbursement claims shall be allowed at the lowest rental/charter rate and, when applicable, on the basis of miles traveled of the most direct route. When more than one claimant travels in the same private or rented conveyance, only one claim for reimbursement of expense(s) shall be allowed. For details pertaining to limitations and restrictions applicable to travel by rental car, please refer to the State of Arizona Accounting Manual, Section 5015, Travel by Individually Operated Motor Vehicle, Subsection 4.
- **Parking.** When a claimant is in official travel status, necessary parking charges may be claimed. Receipts are required for day and overnight parking. For details pertaining to limitations and restrictions applicable to reimbursement of parking charges, please refer to the State of Arizona Accounting Manual, Section 5095, Maximum Mileage, Lodging, Meal, Parking and Incidental Expense Reimbursement Rates.

#### **10.10. Use of Privately-Owned Vehicle**

Employees will frequently use their privately owned vehicles in business travel for SEAGO. Mileage for the use of these vehicles will be reimbursed in accordance with other sections of this policy.

Each employee that uses his or her privately owned vehicle is expected to maintain insurance on that vehicle. Each employee is required to provide a copy of the vehicle insurance card for any vehicle that may be used for business purposes at any time that the insurance is changed. This includes policy renewals, policy updates, vehicle changes and all other changes that result in a change in insurance.

The employee's personal insurance will provide primary coverage in the event of an accident or any other claim. An employee may choose the level of insurance coverage that he or she believes is appropriate, notwithstanding that such insurance must meet the mandatory minimum insurance coverage required by applicable State laws and regulations. However, SEAGO accepts no responsibility for damage to the employee's personal vehicle. In the event of an accident, the employee and the employee's insurance company are responsible for all damage and repair to the employee's vehicle and are primary for all other claims. For details pertaining to limitations and restrictions applicable to travel by privately-owned automobiles, please refer to the State of Arizona Accounting Manual, Section 5015, Travel by Individually Operated Motor Vehicle, Subsection 3.

#### **10.11. Other Allowable Expenses**

Certain other expenses incurred while in travel status, as set forth below, may be claimed.

- **Telephone:** Local and long distance calls for SEAGO business only, and when claimed, should be indicated on requests for reimbursement. Charges for these calls are allowable if it can be demonstrated and documented that the hotel telephone needed to be used and was used for SEAGO business and the charges for which reimbursement is sought were for SEAGO business. (For example, a phone call back to the office would be reimbursable, but a phone call home would not.)
- **Hotel FAX, Internet or WiFi Connections:** Hotel charges for fax transmittals and copies may be allowable. Copies of faxes sent on SEAGO business must be attached to the request for reimbursement and corresponding charges for fax and/or copies must be detailed on the hotel bill. Charges for hotel Internet, Wi-Fi or hot spot connections are allowable if it can be demonstrated and documented that the Internet needed to be used and was used for SEAGO business.

- For details pertaining to limitations and restrictions applicable to telephone, fax, internet, and other hotel related charges, please refer to the State of Arizona Accounting Manual, Section 5030, Hotels, Motels and Lodging.
- Conferences and meetings:
  - **In-state:** SEAGO departments are requested to not schedule more employees for attendance at the same conference or meeting than is necessary and appropriate or as the budget will allow.
  - **Out-of-state:** Representation of employees at a convention or meeting outside of the state is to be held to a minimum, usually 1 person. It shall be at the discretion of the Executive Director to approve additional employees' attendance at an out-of-state meeting or convention.
  - **Expenses:** Expenses incurred in attending conferences and meetings of associations or organizations must be supported by a program or literature showing the opening and closing dates. Receipts for any registration fees must be attached to the request for reimbursement. For details pertaining to limitations and restrictions applicable to conferences and meetings, please refer to the State of Arizona Accounting Manual, Section 5040, Conferences, Conventions and Meetings.

#### **10.12. Requests for Reimbursement**

All requests for reimbursement shall be submitted on a SEAGO Travel and Expense Report form. It is highly recommended that travel claims be filed within five (5) days and not later than thirty (30) days after the return from travel.

Claims less than \$10 total for a travel expense shall not be presented for reimbursement more than once monthly. For details pertaining to limitations and restrictions applicable to claims for reimbursement, please refer to the State of Arizona Accounting Manual, Section 5055, Travel Claims, and/or Section 5056, Delinquently Filed Employee Travel Claims.

#### **10.13. Travel Advance**

In general, the issuance of travel advances should be avoided and, under certain circumstances, may not be issued. Employees going into travel status where travel expenses will be claimed for a period exceeding three (3) or more consecutive days may request a temporary travel advance in an amount not to exceed eighty (80) percent of estimated lodging and meals. In applying for an advance, the employee shall complete and sign a SEAGO Employee Travel Advance Request form and submit it to their supervisor for approval. The travel authorization form will be forwarded to the Executive Director for consideration and possible approval. When approved, the completed form shall be submitted to the finance office at least two (2) weeks before the advance is required. Advances shall constitute a lien upon wages of an employee.

A travel advance must be settled by submitting a SEAGO Travel and Expense Report and an excess advance within 5 days after the travel period ends.