



ADMINISTRATIVE PROCEDURES

Procedure Number: 23-12

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C. Dulberg
County Administrator

SUBJECT: **EMPLOYMENT VERIFICATIONS AND REFERENCE CHECKS**

DEPARTMENT RESPONSIBLE: **Human Resources Department**

I. PROCEDURE

A. Providing Employment Verifications on Current and Former Employees

Pursuant to Personnel Policy 8-118.B.3., all requests for employment verifications on former and current employees shall be directed to the Human Resources Department. The Human Resources Department's responses to these inquiries shall be limited by policy and shall include the employee's name, salary/hourly rate, classification(s) and date(s) of employment. An Employee Consent to Pima County's Disclosure of Employment Information and Release of Liability Form (hereafter "Employee Consent") (see Attachment A) is not required for employment verification information.

B. Providing Reference Checks on Current and Former Employees

1. Upon receipt of a properly completed Employee Consent form, an Appointing Authority or designee may provide reference information concerning the former employee's job-related training, work experience, job performance, documented reason for termination and the work conduct of the employee. The reference information may be given verbally or in writing as authorized by the former or current employee and the consent form must be appropriately filed within the current or former employee's department.
2. Under no circumstances shall the Appointing Authority or designee provide reference information on a current or former employee without receipt of a properly completed Employee Consent form. This form must include the name of the prospective employer or designated for any prospective employer, and must be signed by the current or former employee prior to information being shared or submitted. The completed form may be emailed or faxed back; however, the form containing original signatures must be mailed to the Appointing Authority or designee.
3. Reference information provided by the Appointing Authority or designee must be factual and supported by documentation.

4. The current or former employee may revoke his/her consent at any time by completing and signing the Revocation of consent portion of the previously filed Employee Consent form.

C. Obtaining References on Current Employees

1. Prior to a County employee being appointed to another position in the County, the hiring Appointing Authority or designee shall make a good faith effort to review the employee's work performance and disciplinary record. The hiring Appointing Authority or designee shall contact the employee's direct supervisor concerning performance, work habits and other relevant work related issues.
2. The hiring Appointing Authority or designee, with the approval of the Human Resources Director pursuant to PP 8-118.G.2, may review the Official Personnel File for past performance evaluations, disciplinary action, and other materials relevant to the applicant's suitability for appointment.

D. Obtaining References on Non-County Job Applicants

1. Upon submitting an employment application, all job applicants are required to sign the Application Consent to Release Liability and Reference Information form (hereafter "Applicant Consent") (see Attachment B), which shall be included with the Pima County employment application packet. Job applicants are notified that failure to sign this form shall disqualify them from employment with Pima County.
2. Human Resources will provide properly completed Applicant Consent forms for each non-County applicant with each list of certified eligibles issued to hiring departments.
3. The hiring Appointing Authority or designee shall conduct reference checks after the assessment process has been completed and prior to extending a final offer of employment. If more than one applicant is being considered for employment, reference checks shall be obtained on each applicant being considered. Conducting reference checks to include verification of degrees, certifications and/or licenses alleged by the applicant, and the review of Official Personnel Files for former employees are the responsibility of the hiring Appointing Authority or designee.
4. If requested, a copy of the properly completed Applicant Consent form may be emailed, faxed or mailed to the job applicant's reference(s) in order for the Appointing Authority or designee to receive the reference information.

5. Reference checks may be done by phone or in writing. Information received during contact shall be documented in writing. This information shall be maintained in the employee's department personnel file. If the applicant is not hired, the written reference shall be filed with the other interview documentation and retained by the department in accordance with the State's Retention and Disposition Schedule.
6. Applicants will not be penalized for unavailability of employment information due to circumstances beyond their control such as failure to locate the reference, death of the reference, refusal of reference to respond, etc. In such cases, the applicant will be asked to provide further references for contact, if possible.
7. Adverse information discovered during a reference check may not necessarily disqualify a job applicant except as required by law. Upon receipt of adverse information, the applicant shall be given an opportunity to discuss the matter with the hiring Appointing Authority or designee, prior to the hiring department making the final hiring decision.
8. Acceptable reasons to not hire a job applicant based on information discovered during a reference check shall include, but not limited to, poor job performance, disciplinary actions(s), poor work habits or workplace acts of an egregious nature that would render the applicant unsuitable for employment with Pima County.
9. Appointing Authorities or designees who wish to hire a job applicant after having received adverse reference information must request assistance from the Director of Human Resources and written approval from the County Administrator prior to extending an offer of employment.

ATTACHMENT A



Employee Consent To Pima County's Disclosure of Employment Information and Release of Liability

I, _____ (print name), authorize and give my consent for Pima County Government (PCG) to release any information regarding my education, training, experience, and job performance, including, but not limited to, the reason for any termination, professional conduct and evaluation, if contacted by:

Provide name of specific carrier:

Or:

Any prospective employer (initial if desired) _____

According to Arizona Revised Statutes §23-1361, a copy of which appears on the reverse side, any employer that provides written communication regarding my current employment must send me a copy at my last known address. I acknowledge that some supervisors may be unwilling to provide factual written references concerning a current or past employee unless they may do so confidentially, without revealing the references to the employee.

I waive _____ /do not waive _____ (initial only one) my right to receive a copy of any written communication furnished by PCG.

Whether or not I have waived my right to see or to receive copies of written references furnished by PCG, I release, hold harmless and agree not to sue or file any claim of any kind against PCG or any current or former officer, agent, or employee of PCG, who in good faith, furnishes written or oral references to a prospective employer.

A photocopy or facsimile ("fax") copy of this form that shows my signature shall be as valid as an original.

Current/Prior Employee

Date

Address: (If a copy of written communication is desired)

(Street, Apartment Number, if applicable, P.O. Box #)

(City, State, Zip Code)

(Phone Number, including Area Code)

(email address)

REVOCATION OF CONSENT

I hereby revoke my consent to the release of reference information by PCG to the prospective employers indicated above.

I understand that this revocation does not apply to any reference information which may have been provided prior to the date shown below.

Signature: _____

Date: _____

ATTACHMENT A Continued

§ 23-1361 Blacklist; definition; exceptions; privileged communications; immunity

- A. "Blacklist" means any understanding or agreement whereby the names of any person or persons, list of names, descriptions or other means of identification shall be spoken, written, printed or implied for the purpose of being communicated or transmitted between two or more employers of labor, or their bosses, foremen, superintendents, managers, officers or other agents, whereby the laborer is prevented or prohibited from engaging in a useful occupation. Any understanding or agreement between employers, or their bosses, foremen, superintendents, managers, officers or other agents, whether written or verbal, comes within the meaning of this section and it makes no difference whether the employers, or their bosses, foremen, superintendents, managers, officers or other agents, act individually or for some company, corporation, syndicate, partnership or society and it makes no difference whether they are employed or acting as agents for the same or different companies, corporations, syndicates, partnerships or societies.
- B. It is not unlawful for a former employer to provide to a requesting employer, or agents acting in the employer's behalf, information concerning a person's education, training, experience, qualifications and job performance to be used for the purpose of evaluating the person for employment. It is not unlawful for a school district to provide information received as a result of a fingerprint check required by section 15-512 to any other school district if requested to do so by the person who was the subject of the fingerprint check. A copy of any written communication regarding employment must be sent by the employer providing the information to the former employee's last known address.
- C. An employer who in good faith provides information requested by a prospective employer about the reason for termination of a former employee or about the job performance, professional conduct or evaluation of a current or former employee is immune from civil liability for the disclosure or the consequences of providing the information. There is a presumption of good faith if either:
1. The employer employs less than one hundred employees and provides only the information authorized by this subsection.
 2. The employer employs at least one hundred employees and has a regular practice in this state of providing information requested by a prospective employer about the reason for termination of a former employee or about the job performance, professional conduct or evaluation of a current or former employee.
- D. The presumption of good faith under subsection C of this section is rebuttable by showing that the employer disclosed the information with actual malice or with intent to mislead. This subsection and subsection C of this section do not alter any privileges that exist under common law. For the purposes of this subsection, "actual malice" means knowledge that the information was false or was provided with reckless disregard of its truth or falsity.
- E. Communications concerning employees or prospective employees that are made by an employer or prospective employer, or by a labor organization, to a government body or agency and that are required by law or that are furnished pursuant to written rules or policies of the government body or agency are privileged.
- F. An employer, including this state and its agencies, a labor organization or an individual is not civilly liable for privileged communications made pursuant to subsection E of this section.
- G. In response to a request by another bank, savings and loan association, credit union, escrow agent, commercial mortgage banker, mortgage banker or mortgage broker it is not unlawful for a bank, a savings and loan association, a credit union, an escrow agent, a commercial mortgage banker, a mortgage banker or a mortgage broker to provide a written employment reference that advises of the applicant's involvement in any theft, embezzlement, misappropriation or other defalcation that has been reported to federal authorities pursuant to federal banking guidelines or reported to the department of financial institutions. In order for the immunity provided in subsection H of this section to apply, a copy of the written employment reference must be sent by the institution providing the reference to the last known address of the applicant in question.
- H. No bank, savings and loan association, credit union, escrow agent, commercial mortgage banker, mortgage banker or mortgage broker shall be civilly liable for providing an employment reference unless the information provided is false and the bank, savings and loan association, credit union, escrow agent, commercial mortgage banker, mortgage banker or mortgage broker providing the false information does so with knowledge and malice.
- I. A court shall award court costs, attorney fees and other related expenses to any party that prevails in any civil proceeding in which a violation of this section is alleged.

ATTACHMENT B

**Applicant Consent to Release
Liability and Reference Information**

I, _____ (print name), in consideration of employment with Pima County Government (PCG), hereby authorize PCG to perform reference checks and employment verifications on me. These checks may include, but are not limited to discussions with: supervisors, coworkers, business associates, or other individuals that PCG, in its sole discretion, believes may have relevant job related information regarding my suitability for employment. PCG may also verify information I have provided on my employment application and/or resume.

I agree not to assert any demands, damages, claims, suits or causes of action of any kind against PCG, its officers, employees, agents or the organizations, officers, employees, and agents contacted arising out of PCG performing a good faith effort to check my employment references.

I acknowledge that my failure to authorize PCG to check my references shall disqualify me from consideration for employment.

I also acknowledge that PCG has made no representations that employment will be offered to me upon the completion of reference checks.

A photocopy or facsimile ("fax") of this form that shows my signature shall be as valid as the original.

Applicant's Signature_____
Date