

Section II. Conditions of Work

A. Probation Period

1. Initial Hire Probation Period

- a. Duration.** Upon an employee's initial hire into a regular position, there shall be a discussion to review progress at mid-point (3 months) and an initial probation period of six months. The probation period may be extended up to three additional months upon approval by the Chief Human Resources Officer or designee and the placement of the employee on a corrective action plan. In the event an employee serving a probation period is approved for a leave of absence (paid or unpaid) which exceeds one month, the employee's probation period will be extended by an amount equal to the leave of absence.

After the employee has served four months of probation and upon completion of a formal performance evaluation, the administrative supervisor may recommend to the Chief Human Resources Officer that the employee be approved for early completion of the probationary period and converted to regular status.

- b. Benefits Eligibility.** Probationary employees are entitled to all benefits required by law. The following applies to additional benefits provided by the College:

- (1) Probationary employees may enroll, if otherwise eligible under the provisions of the College's insurance programs, in the College's group health, life, and/or dental insurance programs.
- (2) Annual and sick leave will accrue from the first day of employment, but may not be taken until after completion of the first three months of the probation period.
- (3) Eligibility for other College-provided leave will also commence after completion of the first three months of the probation period.
- (4) Eligibility for all other College-provided benefits will commence upon successful completion of the probation period.

- c. Initial Hire Probation Period Actions.** An employee serving a hire probation period may be discharged or otherwise disciplined without the right to grieve. Upon successful completion of the initial hire probation period, the employee shall receive the full rights and protection of this Policy Statement, and will be added to the seniority list as of the initial hire date for full-time regular employment.

2. **Position Change Probation Period**

a. Duration. There shall be a position change probation period of two months for an employee who moves into a position at a higher range or who is reassigned via a competitive process to a position in another classification. The position change probation period does not apply to position changes to a lower range or to reclassifications. An employee may complete his/her position change probation period in less than two months upon the recommendation of the supervisor and approval by the appropriate administrator and upon completion of a formal performance evaluation.

b. Position Change Probation Period Actions. An employee will be afforded a discussion to review progress at mid-point and a formal performance review upon completion of the probation period. An employee serving position change probation may be removed without the right to grieve from the position to which he/she was promoted or reassigned. In such an event, the employee may, in the following order of preference:

- (1) be placed in the classification previously held, provided there is a vacancy;
- (2) be placed in a position of the same pay rate but different classification for which he/she possesses the minimum qualifications, subject to a probation period as defined in 2.a. above;
- (3) be temporarily placed in another classification pending a vacancy in the previous classification.

The employee shall be compensated within the range of the position in which he/she is placed. If option (1) or (3) is exercised, the employee shall not be required to serve another probation and will be evaluated as a regular employee on his/her anniversary date. If option (2) is exercised, the employee may be given additional opportunities in positions of the same pay rate but different classification for which he/she possesses the minimum qualifications until the employee successfully completes a 30-work day evaluation period.

3. Disciplinary Probation Period. Disciplinary probation may be imposed as a result of serious performance or conduct deficiencies. The length of a disciplinary probation will be as stated in the notice of decision to impose discipline. Employees on disciplinary probation may not apply for or be considered under competitive job announcements.

4. Complaints. An employee serving a probation period has the right to file a complaint with the Affirmative Action Office concerning any aspect of his/her probation status that involves an issue of discrimination covered by the College's Equal Opportunity/Affirmative Action, Americans with Disabilities Act or Sexual Harassment policies.

B. Hours of Work

The basic workweek is 40 hours which begins on Saturday and ends on Friday, and consists of seven days. While the workweek for full-time regular exempt employees is normally considered to be 40 hours, greater emphasis is placed on meeting the responsibilities assigned to the position than on working a specified number of hours.

Due to the nature of exempt positions, work beyond the basic workweek may be required to meet legitimate business needs.

In partial recognition of prolonged, uncommon, or exceptional hours of work beyond the standard workweek expectations for exempt staff, the employee's supervisor may, with Administrative concurrence, grant the exempt employee occasional non-routine brief absence from the workday for any purpose with pay without requiring the use of annual or sick leave. In such cases, the employee should be able to take this time off at a mutually convenient time.

C. Flexible Work Hours

An employee's request for a flexible work schedule may be granted with agreement of supervisor if the schedule does not interfere with work needs. If the request is denied by the supervisor, the employee will be able to appeal the supervisor's decision to the Chief Human Resources Officer. In some circumstances, flexible work schedules may be necessary and may be assigned by the supervisor.

D. Environmental Health and Safety

The College provides working conditions that meet health and safety standards provided for in applicable state and federal statutes and/or regulations. Any employee claiming a hazardous or unsafe working condition (including the operation of equipment) shall bring such condition to the immediate attention of his/her supervisor. The supervisor shall determine whether the condition is hazardous or not. Should the employee disagree with this decision, the supervisor shall contact the District Environmental Health and Safety Office for an on-site appraisal. Should the District Safety Officer or designee determine that the condition is non-hazardous, the employee shall return to work. Should the condition be deemed hazardous by the District Safety Officer or designee, the appropriate administrator shall be notified as soon as possible. The administrator will take appropriate action to provide a safe working condition.

When buildings or other facilities or portions thereof are closed because of emergencies or unsafe or hazardous conditions, employees shall suffer no loss in pay for that day.

E. Alternative Work Locations

Work assignments outside of the employee's normal College work locations are permissible on a short-term, temporary basis – when reasonable, practical, mutually agreed to, and arranged in advance with the employee's supervisor. The supervisor must approve the work location(s) prior to the temporary assignment.