Section II. Conditions of Work

A. Work Week

The work week shall begin on Saturday at 12:00 am and end on Friday at 11:59 pm, and consists of seven days. Within the work week, typical work schedules normally consist of five work days with two consecutive days of rest. Four-day work schedules shall consist of four consecutive days with three consecutive days of rest see Section II. Conditions of Work. E. Work Schedules/Shifts/Locations for exceptions). The College may establish flexible or alternative work schedules to meet legitimate business needs, and may adjust an employee’s standard work schedule including scheduled days of rest, in emergencies or other unusual conditions. In establishing flexible or alternative work schedules, the College shall consider legitimate needs of employees. However, the College’s business and operational needs shall always take precedence.

1. Flexing Within the Work Week

Work hours can only be flexed between Saturday and Friday in the same work week, and hours flexed cannot be carried over from one work week into the following work week. For example, if 30 hours are worked one week and 45 hours another, 5 hours of overtime will be earned for the second work week. During the summer period, a flexible four-day work schedule may be implemented. Employees permitted and/or electing to utilize the four-day work week, when approved by the Board of Governors, should be allowed reasonable access to early start or late departure times unless safety, security, or service are compromised.

Employees who are classified as full-time with a regular number of hours scheduled may normally expect consistency in their scheduled hours.

B. Work Day

During a five-day work week, the typical work day shall consist of 8 consecutive hours for employees scheduled to work a 40-hour work week. Interruptions for lunch periods are excluded. The work day for commission and dispatch employees of the Department of Public Safety shall typically be assigned to a ten-consecutive-hour shift (40-hour work week) with appropriate meal interruptions.

During a four-day work week, the typical work day shall consist of 10 hours totaling 40 hours.

C. Meal Periods

Employees shall normally receive a 60-minute unpaid meal period to be taken around the middle of the employee’s scheduled work day. An employee may request an occasional
departure from his/her designated lunch period. Such request must be made by the employee in advance and receive supervisory approval. In all cases, the employee must receive a minimum of a one-half hour unpaid break. (See section E for a change in lunch period impacting an employee’s regular schedule.) For Commissioned Police personnel, Community Service Officers and Police Dispatchers meal periods are defined as paid time and a part of the normal work day.

D. Continuous Operation

For the purpose of applying the provisions of this section, continuous operation shall be defined as operations for which there is regularly scheduled employment for 24 hours a day, seven days a week.

E. Work Schedules/Shifts/Locations

All employees will have a designated work schedule/shift with an established starting time and quitting time, and reporting location of work. Positions subject to changes in work location and schedules/shifts shall be posted on an appropriate bulletin board at least seven calendar days prior to the beginning of the schedules/shifts. Work Units or Sub Units that require changes in locations, schedules and/or shifts shall follow established standard operating procedures, or seniority within the job classification shall be the determinate factor in the absence of such operational procedures. An employee may request to the immediate supervisor an adjustment in a work schedule within one work week due to occasional extraordinary personal needs which can include half-hour meal breaks. Executive Administrator review and approval is required for an on-going non-standard work schedule. Executive Administrator review of their employee’s non-standard work schedule shall take place twice a year (July 1 and January 2) to determine if circumstances warrant continuation. In some circumstances, non-standard work schedules may be necessary to meet the College’s requirements and may be assigned by the supervising administrator. In some circumstances, non-standard work schedules may be necessary to meet the College’s requirements and may be assigned by the Executive Administrator.

F. Changing Work Schedules/Shifts

Work schedules/shifts may be changed by the supervisor without advance notice in the case of an emergency. Under normal circumstances if a change in the schedule/shift is required, the supervisor shall provide the employee at least ten (10) days advance notice.

In the case of an emergency, work schedules/shifts may be changed by the supervisor without advance notice providing that the schedule/shift change is neither capricious nor arbitrary in nature.
G. Breaks

Employees’ work schedules shall provide for a 15-minute break (defined as paid time away from the assigned work station) during each one-half shift. The break shall be scheduled as nearly as possible at the middle of each one-half shift. Employees who are required to work beyond their regular quitting time shall receive a 15-minute break before they start to work on additional shifts. In addition, they shall be granted the regular breaks that occur during the shift. Breaks shall not be used to reduce the length of the work day.

H. Probation Period

1. Initial Hire Probation

   a. **Duration** – Upon an employee’s initial hire into a regular position, there shall be, within two weeks of hire, a discussion on the role and expectations of the job, a discussion to review progress at the mid-point (three 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 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.

      For Police Officers, the initial hire probation period will be concluded six months after completion of the Field Training Officer Program.

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

   c. 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.

   d. Annual and sick leave will accrue from the first day of employment, but annual leave may not be taken until after completion of the first three months of the probation period.

   e. Eligibility for other College-provided leave will also commence after completion of the first three months of the probation period.
(1) Eligibility for all other College-provided benefits will commence upon successful completion of the probation period.

f. **Initial Hire Probation Period Actions** - An employee serving an initial hire probation period may be discharged or otherwise disciplined without the right to grieve. If the employee is not officially notified of an extension or failure to pass initial hire probation by the last day of his/her probation period, the employee will be considered to have successfully completed his/her initial hire probation. 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. The employee will receive a formal performance review no later than 30 days from the completion date of their initial hire probation for full-time regular employment.

2. **Position Change Probation**

   a. **Duration** - There shall be a position change probation period of three months for an employee who is promoted 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 three months upon the recommendation of the supervisor and approval by the appropriate administrator. The probation period may be extended up to two additional months upon approval by the Chief Human Resources Officer or designee. In the event an employee serving a position change probation period is on a leave of absence (paid or unpaid) which exceeds 30 days (absence needs not be consecutive), the employee’s probation period can be extended by an amount equal to the leave of absence.

   b. **Duration for Police Officer Positions** - When a current employee is selected for initial entry into the police officer occupation, the employee’s position change probation period will be the same duration as a police officer initial new probation period. (See H.1.a., paragraph 3.) There shall be a position change probation period of six months after completion of the Field Training Officer Program for a Police Officer who is promoted or reassigned to a higher classification. This probation period does not apply when moving from a Police Recruit to a Police Officer.

   c. **Position Change Probation Period Actions** – Upon an employee’s placement into the position, there shall be an initial discussion on the role and expectations of the job/classification, a discussion to review progress at mid-point (one and one-half months), and a formal performance review no later than 30 days from the completion date of his/her position change probation.

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 3-month probation period as defined 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 probation. 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 3-month evaluation period. If an employee is removed from a police officer position during a position change probation period and is assigned to another position in accordance with this section, the pay rate upon reassignment will not exceed what the employee’s pay rate would have been if he/she had stayed in the former position/classification (it will not be based on the police officer pay rate).

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.

I. Environmental Health and Safety

AFSCME and the College shall cooperate in the enforcement of rules for the prevention of accidents and in the establishment of safe and healthy working conditions. The College shall establish and maintain a Safety Committee. This committee shall allow for the appointment of two AFSCME members, one Trades and one non-Trades, to be appointed by the AFSCME Chair (or designee), the remainder appointed by the Chancellor’s Office. The Vice Chancellor of Facilities and College Police shall chair this committee. The committee shall meet at least on a quarterly basis.

The term of the Safety Committee representative shall be in accordance with established College committee structure. AFSCME reserves the right to appoint or replace its representative(s) on this committee. Written recommendations of the committee shall be
submitted annually to the Chancellor’s office. In the discharge of its function, the committee shall be guided by the applicable regulations of the Arizona Department of Occupational Safety and Health.

The general responsibility of the committee shall be to assist in providing a safe and healthy work place. The committee’s responsibility shall be:

1. To meet on an established quarterly schedule.
2. To review the results of inspections of reported hazards.
3. To review summaries of all accident reports.
4. To promote health and safety education and awareness.
5. To recommend standardized policies and procedures for a safe work place and to reduce the risk of injuries to employees.

1. Hazardous Working Conditions

All employees are required to contribute to a safe working environment. 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 employee shall contact the District Environmental Health and Safety Office as soon as possible and, in any event, no later than the next work day for an on-site appraisal. Should the condition be deemed hazardous by the District Environmental Health and Safety Office representative, the appropriate administrator shall be notified as soon as possible. The administrator will take appropriate action to provide a safe working condition. Should the District Environmental Health and Safety Office representative determine that the condition is non-hazardous, the employee shall return to work. In the event of a difference of opinion between the employee, the immediate supervisor, and the District Environmental Health and Safety Office concerning the safety of the employee working conditions, the employee or the supervisor may bring the condition to the attention of the administrative supervisor.

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.

2. Personal Protective Equipment (PPE)

The College shall provide the proper apparel and equipment necessary to protect employees from injury or harm. Employees must use the provided personal protective equipment as required by College policy, standard practice and/or relevant state or federal laws and regulation. Where safety shoes and prescription safety glasses are required, the College shall provide an allowance in accordance with the appropriate unit guidelines. Employees may, at their own expense, provide their own personal equipment provided it
is approved prior to its use by the supervisor and it is of equal or better quality than the College provides as determined by the District Environmental Health and Safety Office. All determinations will be in writing and kept on file in the Environmental Health and Safety Office.

3. Uniforms and Other College Required Equipment

Uniforms shall be worn by all employees as designated in an appropriate unit guideline. Where uniforms are required, the College shall provide and replace them in accordance with the appropriate unit guideline. Laundry and upkeep are the employee’s responsibility. (Optional uniform items not issued or required by the College are the responsibility of the employee.)

If an employee is required by the College and authorized by his/her supervisor to care for College-owned equipment other than a uniform (i.e., police weapons, bicycles, cars, tools, etc.) and such care and equipment are required for the performance of his/her principle activities, the employee will be afforded in his/her regular schedule the time and supplies to care for and maintain the College-owned equipment at work. The College will determine and designate the time and place for the care of such equipment.