



PROBATIONARY PERIOD

Did You Know that collective bargaining agreements typically include language regarding probationary periods for newly hired employees? Some contracts may even require employees who change positions within the organization to be placed in a probationary period status as well.

Probationary periods for employees represented by bargaining units are established in compliance with terms of their collective bargaining agreements. A probationary period is required in order to review performance during the initial phase of employment. When negotiating articles on probation the union might want to consider such items as: the length of the probationary period, the purpose of the probationary period, and the employee status and rights during the probationary period.

Some contracts allow for an extension of the probationary period. Although the extension can be negotiated for any length of time, most allow for up to three months. Extensions of probation are used for very limited reasons, usually involving circumstances where there has not been adequate opportunity to evaluate the employee in significant aspects of job performance. For example, an employee underwent a change of supervisor during the probationary period and the new supervisor has not had enough time to evaluate the work. Other circumstances that are appropriate may be a change of job duties; transfer to a different job during the probation period, or the employee has not been exposed to the full range of job duties.

Employees may be released at any time during probation at the sole discretion of their supervisor for reasons including but not limited to, unsatisfactory performance or conduct, unsatisfactory progress, general unsuitability for the position.



An employee who has satisfactorily completed their probationary period shall immediately attain regular employee status and full coverage under their contract.

Below is the article and page number in your individual contract that describes the probationary procedure that was negotiated between CWA and your Employer.

- ◇ NYSUT/CWA Contract – Article XIII, Section G., Probationary Period, (page 33)
- ◇ UUP/CWA Contract – Article 2 Probationary Period (page 1)
- ◇ NYSNA/CWA Contract – Section 3, §3.04 Probationary Period (page 9)

Since these are relatively short clauses, I included the contract language below for the "Probationary Period" articles that are in our separate contracts. I thought it was interesting to see the differences between our three contracts in this section.

UUP/CWA CONTRACT

All new employees, with the exception of temporary service employees, shall have a probationary period of three calendar months. With notification to CWA, UUP may extend the probationary period for an additional three calendar months. UUP reserves the right to either lay off or discharge any new employee and such lay off or discharge shall be subject to the grievance procedure but not to arbitration. Temporary service employees may be discharged at any time and such discharge shall not be subject to the grievance procedure.

NYSNA/CWA CONTRACT

An employee will be on probation until the employee has actually worked 120 days from the date of employment. During the probationary period, the employee will be subject to demotion, suspension, other discipline or discharge at the Employer's sole discretion, without recourse to the grievance procedure or arbitration.

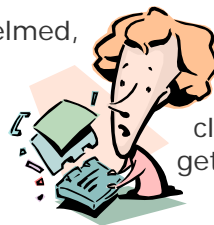
NYSUT/CWA CONTRACT

There shall be a 365-day probationary period for all CWA employees hired during the life of this Agreement. It is expressly understood that NYSUT retains the right to terminate the services of a probationary employee at any time during such period without being subject to any of the requirements or provisions of Article XIII-C (Right to Discipline Employee) of this Agreement.

NYSUT will provide periodic evaluations of the employee's performance after ninety (90), one hundred eighty (180) and two hundred seventy (270) days. If a less than satisfactory evaluation is made, the employee shall have the right to request union representation at a meeting with his/her supervisor. Notification to the union shall be made if there is a less than satisfactory evaluation after (90) days.

A part-time CWA unit employee who becomes a full-time employee will receive, on a prorated basis, credit toward the probationary period for part-time service. This credited service is to a maximum of six (6) months.

If you are a new employee and are feeling overwhelmed, negative feedback from your supervisor, talk with as possible. Your Steward is able to give you even to meet with you and your supervisor to help misunderstandings. This can save your job and period successfully.



or have received your Steward as soon helpful suggestions, and clear up possible get you past your probation