

## PROBATIONARY EMPLOYEES

PSU/MTA, Unit A

### Supervisors Role

Union contracts for staff at the University provide for a probationary period for newly hired employees. During this initial period of employment the role played by supervisors is both critical and varied, consisting of 1) teacher; 2) evaluator; and 3) manager.

As a *teacher*, supervisors help probationary employees learn “the ropes” – it is the supervisor’s responsibility to ensure that employees become familiar not only with their new jobs, but also with departmental and University policies and practices; supervisors are also responsible for ensuring employees’ attendance at the University’s New Employee Program. Additionally, it is essential that supervisors clearly lay out employee duties, and support and counsel them as they adjust to fit into and become useful and productive members of their new workplace.

A second role for supervisors is that of *evaluator*. During employees’ probationary period supervisors must proactively discuss performance with new employees on a regular basis. (Please see the probationary period language concerning evaluations appearing on the back of this document.)

Lastly, supervisors function as *managers*. During the probationary period supervisors must determine if the newly hired employee is meeting job expectations and performing the job well enough to continue their employment after the probationary period is over.

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The following points should be kept in mind whenever new employees enter your workforce:

- The probationary period for the Professional Staff Union/MTA/NEA employees is one (1) year long
- Probationary employee facing possible termination on or before the end of their probationary period must receive notice of their deficiencies and suggestions on how to correct them at least ninety (90) days before their termination. Failure to provide this notice in accordance with this time schedule can impact a decision to terminate an employee during the probationary period - i.e. your termination decision can be challenged and potentially reversed.
- Failure to deal with performance issues and terminate an unsatisfactory employee will result in the employee becoming a member of the permanent workforce, where the process to terminate unsatisfactorily performing employees is more difficult to successfully implement.

If you have any questions please contact the Labor Relations Office in the Whitmore Administration Building at 545-2736.

## **ARTICLE 37 PROBATIONARY PERIOD**

### Section 37.1

Employees hired or re-hired into a position in the bargaining unit as the result of a search shall be considered as probationary employees for the first twelve (12) months of continuous employment in that position following the completion of the search.

However, a bargaining unit member, hired as a result of a search who has been holding the same position through a temporary appointment, shall serve his/her probationary period with the following limitations:

- a) A temporary appointment of up to six (6) months: the additional probationary period, when added to the temporary appointment, shall total twelve (12) months;
- b) A temporary appointment of more than six (6) months, but not more than twelve (12) months: the additional probationary period shall be six (6) months;
- c) A temporary appointment of more than twelve (12) months: the probationary period, when added to the temporary appointment, shall not total more than eighteen (18) months.

### Section 37.2

If a bargaining unit member requests and is granted an unpaid leave of absence under Article 19 during his or her probationary period, the probationary period shall be extended by a period equal to the period of leave taken by the bargaining unit member.

### Section 37.3

The purpose of the probationary period is to provide for the evaluation of an employee. In order to assist a bargaining unit member to complete successfully the probationary period, the immediate supervisor shall advise him/her of any deficiencies and give him/her the opportunity for corrective action, as is done for all bargaining unit members (see Article 15, Section 3). No termination shall occur without this process being followed, except as provided for under Article 8.2. During the probationary period, a bargaining unit member shall not have recourse to the Grievance and Arbitration Procedure to contest discipline or discharge.

### Section 37.4

An employee, having successfully completed an initial probationary period in the bargaining unit and whose campus bargaining unit service is continuous, shall not serve an additional probationary period when changing jobs within the bargaining unit.