

University Counterproposal

October 15, 2025

Provisional Period

1. **New Hire:** Bargaining unit employees are on an initial provisional during their first one hundred eighty (180) calendar days of employment with the Employer. During the provisional period, the provisions of Article __, Seniority and Layoffs, and Article __, Discipline and Discharge, shall not apply to the provisional employees. Any unpaid leave and/or more than five (5) consecutive workdays of paid leave will not qualify as service for the completion of the provisional period.

A. Reviews for New Hires: The provisional employee's supervisor will review the duties and expectations of the position at the beginning of the provisional period and shall provide such information in writing. Following the first ninety (90) calendar days after the initial date of hire, the supervisor may hold a performance review conference between the supervisor and the provisional employee. In the event that a performance review conference is held, the supervisor will provide the provisional employee with an evaluation with an overall assessment of the performance in their job duties. The evaluation shall also include a more detailed assessment of specific performance whenever a supervisor has identified any area(s) of performance that are judged to be deficient or in need of improvement.

B. End of Provisional Period: The Employer may elect to any of the following:

- i. Grant the bargaining unit employee regular status in the position;
- ii. Extend the provisional period for up to a ninety (90) calendar day period, provided that only one (1) such extension is permitted; or
- iii. Remove the bargaining unit employee from the position.

2. **Promotion, Reclassification, or Transfer:** When a bargaining unit employee receives a promotion, reclassification, or transfer into a different job, subject to the supervisor's discretion, they shall serve another provisional period of one hundred and eighty (180) calendar days following their first date of employment in the new position. During the provisional period, the provisions of Article __, Seniority and Layoffs, and Article __, Discipline and Discharge, shall not apply to the provisional employees. Time on leave with or without pay is not qualifying service for the completion of the provisional period.

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the new position, the Employer may hold a performance review conference between the provisional employee and their supervisor. In the event that a performance review conference is held, the supervisor will provide the provisional employee with an evaluation with an overall assessment of the performance in their job duties. The evaluation shall also include a more detailed assessment of specific performance whenever a supervisor has identified any area(s) of performance that are judged to be deficient or in need of improvement.

B. End of Provisional Period: The Employer may elect to any of the following:

- i. Grant the bargaining unit employee regular status in the position;
- ii. Extend the provisional period for up to ninety (90) calendar days, provided that Employer shall notify the Union of any such extension and that only one (1) such extension is permitted; or
- iii. Remove the bargaining unit employee from the position.

3. Termination during Provisional Period: The Employer reserves the right to terminate provisional employees during any provisional period based upon reasons, including but not limited to, unsatisfactory performance, misconduct, violation of workplace policies, and/or lack of work or funding.

4. Notice: If the Employer determines to discharge any provisional employee, the Employer shall provide the provisional employee with as much advance notice as practicable, in writing in advance of the provisional employee's termination date, which may include the reason for discharge. The Employer shall simultaneously provide all notices under this Section to the Union. **Any failure by the Employer to comply with this Section shall not entitle any discharged provisional employee with an individual right to any remedies, including but not limited to, reinstatement, back wages, lost wages, benefits, preferential hiring, or any other monetary relief.**

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