

ARTICLE 25 – PROBATION AND TRIAL SERVICE

25.1 Probationary Period. Following an employee's initial appointment into a permanent position, the employee will serve a probationary period of six (6) months. This period is to allow the University the opportunity to observe and assess the employee's work and to train and aid the employee in adjusting to the position in order to determine if the employee will be granted permanent status in the position.

25.1.1 The University reserves the right to separate any probationary employee from employment or terminate the probationary appointment at any time within the probationary period without cause with three (3) work days' notice for any reason that does not conflict with the law or public policy. The date of notice shall be considered day one of the notice. Such separations shall not be grievable.

25.1.2 The University may discipline or discharge a probationary employee at any time during the probationary period. Disciplinary action must be for cause, and may be challenged through the grievance procedure.

25.1.3 The University may extend the employee's probationary period on a day-for-day basis for any day(s) that the employee is on sick leave, leave without pay or shared leave, except for leave taken for military service.

25.1.4 An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be six (6) months, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) months.

25.2 Trial Service Period

25.2.1 Employees with permanent status in a bargaining unit position who promote or voluntarily demote to a job classification within the bargaining unit in which they have not previously attained permanent status will serve a trial service period of six (6) months. This period is to allow the University the opportunity to observe and assess the employee's work and to train and aid the employee in adjusting to the position in order to determine if the employee will be granted permanent status in the position. Employees will be provided a position description and performance expectations for the new position.

25.2.2 The University will extend the employee's trial service period on a day-for-day basis for any day(s) that the employee is on sick leave, leave without pay or shared leave, except for leave taken for military service.

25.2.3 Employees will be given reasonable written notification, when the University believes they are in danger of failing trial service for performance related issues. The notice will specify performance goals that will assist the employee in achieving a successful conclusion to the trial service period. The University may extend trial service up to thirty (30) days in order to more adequately

evaluate an employee who is in danger of failing trial service. Specific reasons for the extension will be provided to the employee in writing. Prior to reversion the University will provide written notice to an Employee that they have not successfully completed his/her trial service period. That notice shall include an opportunity to revert to a bargaining unit position that is:

- (a) Vacant or staffed by a probationary employee and within a job classification in which the trial service employee previously held permanent status; or
- (b) Vacant, at or below the trial service employee's previous salary range, and in the same classification series as the position in which the trial service employee previously held permanent status.
- (c) In either case, the employee being reverted must have the skills and abilities required for the vacant position.
- (d) If no reversion options are available the Employee may request to be placed on the appropriate layoff list for bargaining unit positions in job classifications in which he or she had previously attained permanent status.

25.2.4 Employees involuntarily reverted from trial service will have the right to grieve their reversion according to the standards and procedures set forth in this Article. The grievance will be limited to Steps One and Step Two of the grievance procedure. However, the Appointing Authority will consult with the Labor Relations Officer prior to issuing a formal determination of the grievance.

25.3 Permanent Status. An employee will attain permanent status in a job classification upon his or her successful completion of a probationary or trial service period.