MANAGEMENT'S PROPOSAL FOR LONGER PROBATION AND SECOND CLASS EMPLOYEES

While a new employee is on "probation", management is figuring out whether they really do the job well and they have virtually no job security. If management decides at any time during probation to fire someone for any actual job-related reason, even a stupid one, they can do so, and the employee cannot even get arbitration (see CBA 10.4).

The standard justification for probation is that the employer deserves and needs time to figure out whether someone does the job well before that employee gets protections against firing or other discipline without just cause. However, there are generally different reasonable amounts of time for which management can justify a near-total lack of job security. That is why a series of carefully negotiated and longstanding CBA provisions permit six months of probation for attorneys, four months for social workers and paras, three months for all other positions (see CBA 10.2), and two months for the newly promoted (see CBA 10.3).

LSNYC can extend the probation period (during which someone has virtually no job security)—but only if they can convince the union that they have a *legitimate need* for extra time. LSNYC is dissatisfied with their current ability to make the case that they actually need extra time, and with the union's unwillingness to just roll over on job security.

This is why LSNYC management wants to undo all of our careful bargaining in favor of a one-size-fits-all probation period. The period they have proposed is *six months of probation for all employees*. This is, of course, the longest probation period now in the CBA. Leaving to one side the possible effects on promotions, LSNYC wants to increase the period where paralegals and social workers have virtually no job security by 50%, double it for all other staff, and leave it where it is for attorneys. As usual, disparate impact on support staff translates into disparate impact on employees of color, particularly women of color.

LSNYC management has said that we should accept this rather drastic giveback demand as a way of getting law graduates admitted as quickly as possible. That is sheer nonsense for at least a couple of reasons. First, a law graduate's admission timeline depends in no way whatsoever on their probation status. Second, the actual probation period for law

grads who become staff attorneys wouldn't change under management's proposal. At the end of the day, they would still have six months on probation.

LSNYC management objects to having to continue making reasonable distinctions, and they wish to reduce as far as possible their need to comply with the standards of fairness and reasonableness in the just cause standard. We can see this resistance in their other giveback proposals.

But wait, there's more! Ostensibly attempting to reassure us, LSNYC has proposed that we
who are already here will be spared all of these changes...if we allow them to inflict these unfair changes on everyone hired in the future. This is a practice known as creating "tiers".

The word means "levels", and the practice literally creates different levels of employee rights, effectively defining the newest union members as second class. The effect on union solidarity is corrosive as new hires (and LSNYC goes through a lot of them!) quickly realize that their more senior co-workers sold them out during bargaining. Unions who agreed to tiers in the past, including our own UAW in contracts with the Big Three auto manufacturers, have had cause to regret it. A main purpose of the recent UAW rolling strike was the successful fight to get rid of tiers. If striking auto workers can fight tiers, we can too!

This bargaining summary was prepared by the Member Education Committee - contact allisonhrabar@gmail.com with questions or to join the Committee.