

# Protections During Probation

**E**ven when the economy is lousy, a lot of employers still have to hire people to replace at least some of their retirees and quits. That's good news for some people, especially if the employer is a unionized workplace. With new hires, though, comes an old problem: what about the probation period?

There's a common misunderstanding that centers on unions, contracts, new workers and probationary periods. The situation is this: There is a probationary period in every contract, usually running anywhere from 30 days to two years. The language of the contract usually blocks the union from challenging the discharge of a probationary worker during this period. The understanding is that the boss wants to take a look at new people before deciding whether to keep them, while the union doesn't want the trouble and expense of defending a "bad" worker right away.

So a myth develops that, during a probation period, "the union can't do anything for a worker."

Wrong.

At the same time, a union security agreement in the contract may compel a new worker to join the union long before the probationary period is up, creating more friction. The lament of the probationary worker is: "If the union can't do anything for me, why do I have to pay dues?"

Wrong again.

It is essential for stewards, who are the first point of contact for new workers, to understand all the things that come with a union contract and with union strength in the workplace. Stewards must be able to explain how these things cover even a new worker.

## Describe the Benefits

From the moment a new worker hits the time clock for the very first time, there are enormous benefits to being under a union contract. Here are just some of

them, and stewards should be prepared to reel them off to new workers:

- Because you're working in a unionized workplace, starting pay is generally much higher than minimum wage, with guaranteed wage progressions built into the contract. A worker may get one of these automatic step increases well before the end of a probationary period, but it comes because the contract requires it, not because a boss takes a liking to you.

- Most union contracts provide time and one half after eight hours. So new workers, on the very first day on the job, will be entitled to overtime if they work beyond the normal work day. In fact, by getting overtime pay for just one shift, an individual worker may pocket more than an entire month's worth of union dues — a clear sign of the cash value of a union contract.

- Many union contracts allow all workers — including the probationary workers — to get paid holidays. Or to gain coverage under a health insurance plan, or to pick up any of the other economic benefits that the union has negotiated.

As a contrast, remember that the laws require that a boss provide a worker only with the minimum wage required by law, time and one-half over 40 hours in a week, and workers' compensation. Some laws, like the Family and Medical Leave Act in the U.S., may also eventually apply, but the union contract is the first protection.

## Educate New Workers

For a steward, it is important to deal with the ignorance of most probationary workers about the union. After all, workers have been taught in school, and often at home, that "Big Labor" is only after your money. New hires are brainwashed into believing that any benefits they get are a gift of a generous and benevolent boss. The phrase that tips off their thinking is "The company gives us . . ."

A shrewd steward will immediately, but not belligerently, challenge this statement. It is really helpful if the union has prepared a new member kit, welcoming new hires and showing how each improvement was won through tough negotiations and even through sacrifices, such as a strike. This is all part of the process of turning a new worker into a solid union member.

## Another Benefit

In addition to the economic benefits brought about by representation, probationary workers immediately gain the protection of the union organization in the workplace. Who better than a steward to protect a new worker against unsafe working conditions or against an abusive supervisor — and on the very first day of work! Or who better than a steward to tell a probationary worker about workers compensation or about the right to full break periods. Or to make sure that the probationary worker is not subjected to any of the forms of discrimination that are specifically banned by the union contract.

So the union is well worth the dues money for every worker, even if there are limits in the contract on grieving a discharge.

Even here, it is possible to stretch the limits, as one union proved. According to a summary in *The Union Labor Report*, arbitrator Fredric R. Dichter in St. Louis demanded that the *St. Louis Post-Dispatch* meet the "just cause" standard of the contract before discharging a probationary worker. Dichter ruled that the contract's nondiscrimination clause applies to all workers because there is no indication that probationary workers were to be excluded.

So an alert steward will let every new hire know that all the terms and conditions of the contract apply, and that the benefits that flow from the contract are not a gift from the boss but are the result of hard work, sacrifice and solid union organization. A probationary worker should be glad for the chance to get the benefits — and to pay union dues as part of the bargain.

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