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**15. PROBATIONARY PERIOD**

A. Probation Period

1. All new or re-employed employees in full-time regular positions shall serve a probationary period of twenty-six (26) full pay periods from the date of appointment ending with the last day of the twenty-sixth (26th) full pay period.
2. All full-time employees who have completed their initial probationary period and transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods from the date of transfer. All full-time employees who have completed their initial probationary period and are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13th) full pay period.
3. All part-time employees shall serve an extended probationary period beyond twenty-six (26) pay periods (or thirteen (13) pay periods if promoted) in proportion to the relationship their basic work week bears to 40 hours.
4. Any leave of absence (with or without pay), military leave-of-absence or jury duty exceeding seven (7) consecutive calendar days shall cause the employee's probation period to be extended by an amount equal to the number of pay periods which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
5. There shall be an evaluation of each employee's job performance:
  - a. Seven (7) or Thirteen (13) pay periods from the date of appointment to a regular or limited-term position;
  - b. Before any merit increase; or,
  - c. Every twenty-six (26) pay periods after reaching the top step of the salary range of the class.
6. New and re-employed employees who have not completed their initial probationary period are eligible for promotional examinations.
7. The probationary period may be extended when the extension results, in whole or in part, from an employee's leave of absence or, when the

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extension is by mutual agreement between the probationary employee, appointing authority, and the Director of Human Resources; provided, however, that the probationary period may not exceed thirty-nine (39) pay periods of active duty. Employees whose probationary period is extended for good cause shall be evaluated at ninety (90) day intervals until the conclusion of the extended probationary period.

B. Rejection of Employee During the Probationary Period

1. An employee rejected during the probationary period from a position to which he or she had been promoted or transferred shall be restored to his or her former position. Such restoration is subject to the limits of available authorized positions.
2. Any employee who:
  - a. Has completed an initial County probationary period and obtained regular status;
  - b. Is promoted from one class to another in the same department and representation unit; and,
  - c. Fails the promotional probation period shall be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date and all other benefits to which he or she would have been entitled if the promotion had not occurred.
3. If an employee cannot be restored to the former class, the employee may be appointed by the department head to any other vacant position in any class provided:
  - a. The position is in the current department;
  - b. The employee meets the minimum qualifications for the class;
  - c. The salary range for the class does not exceed the range of the class held immediately prior to promotion; and,
  - d. The Director of Human Resources concurs with the appointment. The employee must serve a new probationary period. The employee's name will be placed on the current or continuous eligibility list for the classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligibility list is abolished.

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