

PROBATIONARY PERIOD AND MERIT INCREASE STEP PROGRESSION  
SIDE LETTER AGREEMENT

between

CITY OF YREKA

and

YREKA PEACE OFFICERS ASSOCIATION

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In accordance with the current Memorandum of Understanding (MOU) between the City of Yreka and the Yreka Peace Officers Association, the parties acknowledge that they have met and conferred and have agreed to add new Sections 2.7 and 2.8 to Article 2 of the MOU as noted below to clarify and incorporate existing policies regarding probationary periods and merit step progression for employees hired into Step A of a job classification in the bargaining unit.

Accordingly, the parties agree to add the following new sections to Article 2 – Salary Ranges and Adjustments and Compensation in the MOU as follows going forward:

**2.7 Introductory and Probationary Policy**

The probationary period is part of the selection process, a time during which the City determines whether work performance or work-related behavior meets the required standards of the position.

**A. Length of Probation**

The probationary period is twelve (12) months of actual and continuous service, and will automatically be extended by the length of any authorized leave(s) of absence of one work week or more.

**B. Separation Without Cause**

At any time during the probationary period, the employment relationship may be terminated without cause and without right of appeal, grievance or hearing. The probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected for regular appointment.

**C. Probation After Promotion**

On accepting a promotion, an employee serves a new probationary period of twelve (12) months of actual and continuous service that will automatically be extended by the length of any authorized leave(s) of one work week or more. An employee does not acquire regular status in the promotional position until the successful completion of this probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional positions, the employee will be entitled to return to the position held prior to the promotion at the range and step previously held if not subject to termination for disciplinary reasons. The employee is not entitled to notice or hearing if rejected during probation; however, employees placed in a promotional position can request a mid-probationary period evaluation.

**2.8 Merit Step Increase Progression**

**A. Employees Appointed to "A" Step**

A probationary employee assigned to salary step "A" will be eligible for a merit increase to step B at six (6) months of service where the employee is satisfactorily meeting the requirements of the classification at the time of the merit increase. Eligibility for an initial merit increase to step B will be extended by the length of any authorized leave(s) of absence of one week or more. Each 12 months thereafter, the employee is eligible for further merit increases through the salary range.

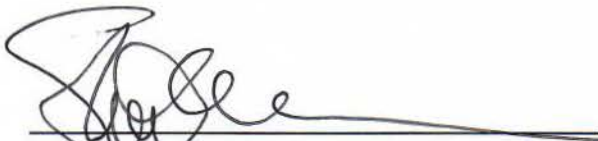
**B. Employees Appointed to Other Than "A" Step**

A probationary employee initially assigned to other than "A" step shall be eligible for a merit increase after 12 months of service in the position and successful completion of the probationary period. Eligibility for an initial merit increase will be extended by the length of any authorized leave(s) of absence of one week or more. Each 12 months thereafter the employee is eligible for further merit increases through the salary range.

Nothing in this side letter agreement shall have the effect of removing the rights, remedies, or defenses a party may have available to them under the MOU or other applicable Personnel policies of the City.

Signed for City:

Signed for Association:



Steven Baker, City Manager



Dustin Wilson, President

Date: 7/9/2020

Date: 7/9/20