

DATE SUBMITTED 03/26/2025
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 04/02/2025

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION: 1. Approval to amend the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU) with Third Amendment to Implement Probationary Periods for Promotional, Voluntary Demotion and Voluntary Transfer Position Changes assigned to the Police Department.
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: We request to amend the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU) by adding the Third Amendment to implement probationary periods for promotional, voluntary demotion and voluntary transfer position changes assigned to the Police Department.	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact for this request.	FINANCE INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Recommendation to approve the third amendment to the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU).	DEPT. INITIALS <u>KWS</u>
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>DM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

**THIRD AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING**

BETWEEN THE

CITY OF IMPERIAL

AND THE

IMPERIAL POLICE OFFICERS ASSOCIATION

Subject: Implementation of Probationary Periods for Promotional, Voluntary Demotion, and Voluntary Transfer Position Changes assigned to the Police Department

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Probationary Period for Promotions, Voluntary Demotions, and Voluntary Transfers:**

All employees who receive a promotion, voluntary demotion, or voluntary transfer to a new position shall complete a 12-month probationary period. The probationary period shall commence on the effective date of the position change.

2. **Definitions:**

Probationary Period. A working test period during which an employee is required to demonstrate the ability to perform the duties of the position in the required work environment.

Promotion. The change of an employee from one position in a classification to another in a classification with a higher maximum rate of pay.

Voluntary Demotion: The change of an employee to a vacant position in a lower classification, and the employee voluntarily accepts a demotion to that lower position.

Voluntary Transfer: The change of an employee to a vacant position in a classification that is the same level as their current position and the employee voluntarily accepts a transfer to that lateral position.

3. **Failure to Successfully Complete a Probationary Period for Promotion, Voluntary Demotion or Voluntary Transfer:**

An employee who fails to successfully complete a probationary period for a promotion, voluntary demotion, or voluntary transfer but has previously completed a probationary period in another lateral or lower classification in the same department will be restored to the same position in the same class from which they held previous to their current probationary position in the following manner:

A. Restoration to a Previous Position

Restoration to a previously held position shall include:

- a. Restoration of the employee's former salary
- b. Restoration of the employee's merit increase eligibility date

B. Restoration to a previous position is available under the following conditions:

- a. The reason for failing to complete a probationary period successfully does not involve misconduct for which termination from regular employment would be imposed; and
- b. The employee previously successfully completed a probationary period for the position they are being restored to and were a regular full-time employee in that position prior to changing positions; and
- c. A funded vacancy exists for the position in which the employee would revert; or
- d. The employee exercises bumping rights of another employee with less seniority.

C. Bumping Rights

If the probationary employee is qualified, has sufficient seniority, and has previously successfully completed the probationary period for classification being restored, he or she may displace the employee with the lowest class seniority in the classification.

- a. The rights of any lower-level employee affected by such restoration shall be determined by seniority.
- b. **Reemployment.** An employee bumped from their position and has not been terminated for misconduct may request to be placed on a reemployment list following layoff.

D. Restoration to a previous position is not available for the following conditions:

- a. The reason for rejection involves misconduct by the employee for which termination from regular employment is imposed.
- b. The employee has not completed a probationary period in their previous position with the City; or
- c. No vacancy exists for the position to which the employee would revert; or
- d. The position to which the employee would revert has been eliminated or defunded; or
- e. There are no employees with less seniority to exercise bumping rights.

5. Reemployment

If there is no vacancy in the employee’s prior position or no such position exists or is funded, and the employee has not been terminated for misconduct, the employee may request to be placed on a reemployment list following the layoff.

- 6. Reinstatement.** The City may authorize a former regular full-time employee to be reinstated within six (6) months of the effective date of separation in good standing from an Agency position to a vacant position in the same classification formerly held. Upon reinstatement, the employee shall be subject to the prescribed probationary period. No credit for former employment shall be granted in computing salary, vacation, or other benefits unless otherwise required by law. The employee shall have a new hire date that applies to all benefits, including retirement and retirement health benefits unless otherwise required by law.

This Side Letter Agreement will be presented to the Imperial City Council and shall be effective upon approval of the Imperial City Council on April 2, 2025 and shall remain in effect for the duration of the Collective Bargaining Agreement between the City and Union ending June 30, 2026.

CITY OF IMPERIAL

Dennis Morita, City Manager

Date

Kristen Smith, Human Resources Manager

Date

IMPERIAL POLICE OFFICERS ASSOCIATION

Sgt. Alberto Hernandez, IPOA President

Date