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Item No. 12

FEB 14 2019

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

8:40am

AGENDA BILL

For the Regular Meeting of: February 26, 2019  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT: SIDE LETTER OF AGREEMENT WITH THE PROFESSIONAL AND MID-MANAGEMENT ASSOCIATION**

**PURPOSE:** To approve a Side Letter of Agreement with the Professional and Mid-Management Association (PMMA) documenting a recently-negotiated change to probationary periods for the Police Department's civilian employees.

**RECOMMENDED ACTIONS:**

- a. Approve the Side Letter of Agreement with the South Gate Professional and Mid-Management Association regarding probationary periods for civilian employees in the Police Department; and
- b. Authorize the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** None

**ANALYSIS:** Due to the stringent rules for law enforcement agencies and the complex nature of the work, it is often difficult to truly assess the work performance of a new employee in just six months. Therefore, the Police Chief is recommending the extension of the probationary period for new hires and promotional hires in the Police Department from six months to one year.

**BACKGROUND:** The ability to accurately assess the work performance of a newly-hired or promoted employee is important to the successful operation of any department, but especially the Police Department. They have found that six months is not enough time to do so. Therefore, the City has met and conferred with the PMMA board and come to agreement on extending the probationary period from six months to one year for all newly-hired and promotional civilian employees in the Police Department. This change will not affect PMMA employees in other departments of the City.

**ATTACHMENT:** Proposed Side Letter of Agreement with PMMA



## **SIDE LETTER OF AGREEMENT**

Pursuant to California Government Code Section 3505.1

Between

The City of South Gate and  
The South Gate Professional and Mid-Management Association  
Represented by Service Employees International Union Local 721

This Side Letter of Agreement (“Agreement”) between the City of South Gate (“City”) and the South Gate Professional and Mid-Management Association (“SGPMMA”) represented by Service Employees International Union Local 721 (“Union”) (collectively referred to as the “Parties”) is entered into with respect to the following and on the terms stated herein.

### **RECITALS**

**WHEREAS**, the Parties entered into a previous Memorandum of Understanding, Contract No. 3085, dated February 23, 2015, for the term July 1, 2014 through June 30, 2015 (“SGPMMA MOU”), representing the most recent Memorandum of Understanding between the Parties;

**WHEREAS**, the Parties entered into a Side Letter of Agreement dated February 23, 2015, regarding certain issues that required continuing discussion;

**WHEREAS**, the Parties entered into an Amendment No. 1 to the SGPMMA MOU dated February 9, 2016, extending the term of the SGPMMA MOU through June 30, 2017, among other negotiated items;

**WHEREAS**, on June 26, 2017, the Parties commenced labor negotiations, including exchanging proposals and meeting and conferring towards reaching agreement on a successor SGPMMA MOU;

**WHEREAS**, the SGPMMA MOU expired at midnight on June 30, 2017 by its own terms;

**WHEREAS**, the Parties reached a Tentative Agreement on the deal points for a successor SGPMMA MOU covering the term July 1, 2017 through June 30, 2020, which provided that all the terms and conditions of the prior 2014-2015 SGPMMA MOU, including Amendment No. 1, shall be maintained unless expressly modified or changed by the TA until the successor SGPMMA 2017-2020 MOU is accepted, approved and adopted by the City Council, with the Union ratifying the Tentative Agreement on November 27, 2017, and the City Council approving the Tentative Agreement on November 28, 2017;

**WHEREAS**, on December 12, 2017, the City and the Association successfully negotiated an Amended and Restated Tentative Agreement for a Successor Memorandum of Understanding (“ARTA”) (Attachment No. 3) which provided that all the terms and conditions of the prior 2014-2015 SGPMMA MOU, including Amendment No. 1, shall be maintained unless expressly modified or changed by the ARTA until the successor SGPMMA 2017-2020 MOU is accepted, approved and adopted by the City Council.

**WHEREAS**, the City’s Representatives and the Association have successfully met and conferred in good faith to negotiate this Agreement, pursuant to both the Meyers-Milias-Brown Act (“MMBA”) (Government Code Sections 3500-3511) and the City’s Employer-Employee Relations Resolution (“Resolution No. 4508”), and have jointly prepared and executed this Agreement which reflects new terms to be added to the ARTA and the SGPMMA 2017-2020 MOU. All terms and conditions of the previous 2014-2015 SGPMMA MOU, its Amendment No. 1, and the ARTA shall continue unless expressly modified herein.

**WHEREAS**, the Parties seek to have this Agreement memorialize their understanding regarding probationary periods for civilian employees in the Police Department, pending drafting and adoption of the successor SGPMMA 2017-2020 MOU, which shall supersede and replace this Agreement.

**WHEREAS**, this Agreement shall not become effective until accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.

**NOW, THEREFORE**, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

#### **TERMS**

1. All of the recitals listed above are material provisions of this Agreement and are deemed true by the Parties and incorporated herein by this reference.
2. Effective with the approval of this Side Letter of Agreement, Section 13 of the 2014-2015 SGPMMA MOU will apply only to non-Police Department employees represented by the SGPMMA.
3. Effective with the approval of this Side Letter of Agreement, new and promotional employees hired and/or promoted to civilian positions in the Police Department on or after February 27, 2019, will be subject to the following new Probation rules:

#### **PROBATION – CIVILIAN POLICE DEPARTMENT EMPLOYEES**

A. All new civilian employees in the Police Department are required to complete a probationary period of one year which is considered to be an extension of the examination process and an opportunity for the newly placed employee to demonstrate abilities and skills necessary for successful work performance in the particular classification and position.

B. Any appointment to a position from an eligibility list is subject to a probationary period of one year, or a total of 2,080 actual work time hours, including paid leave, before an appointee acquires permanent status in the position. Two weeks prior to the end of the probationary period, the Police Chief shall forward the probationary employee’s Performance Appraisal to the Personnel Officer recommending that the

employee be given permanent status if his/her service has been satisfactory, recommending an extension of the probationary period, or recommending that the employee be terminated. The initial one year probationary period may be extended six months at the discretion of the Police Chief in documented cases where work performance cannot be fully evaluated within the initial one year period.

C. An employee may be removed by the appointing authority at any time during the probationary period by submission of a termination notice to the Personnel Officer, and the same shall not be subject to review by the Civil Service Commission or the City Council. The Personnel Officer may restore any employee so terminated to the eligible list from which she/he was removed if there appears to be adequate basis for anticipating the employee might render satisfactory service in another department. When a present employee with permanent status accepts a probationary appointment in a new classification, whether or not promotional, that employee retains the right to return to the position vacated.

1. EMPLOYEE PERFORMANCE REVIEW

- a. All probationary employees shall be reviewed by their Supervisor after six months, one year and eighteen months of service. (This includes new employees and employees serving a probationary period after a promotion or transfer.)
- b. Subsequent to the completion of the probationary period, each employee shall receive an annual performance review which shall be due on the anniversary of the date that he/she achieved Step C of his/her salary range.

**By their signatures below, the Parties' lawful representatives acknowledge the contents herein.**

**City of South Gate**

**South Gate Professional and Mid-Management Association**

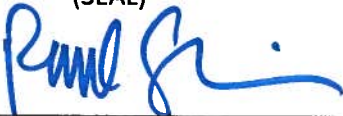
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María Belén Bernal, Mayor

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Osie Harrell, President

\_\_\_\_\_  
Carmen Avalos, City Clerk

\_\_\_\_\_  
Johanna Monterroza, Vice-President

(SEAL)



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Raul F. Salinas, City Attorney

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Robert Hunt, SGPMMA's Outside Labor Counsel