

**SIDE LETTER of AGREEMENT  
BETWEEN  
CITY OF SANTA CRUZ and  
SANTA CRUZ FIREFIGHTERS, I.A.F.F. LOCAL 1716**

The City of Santa Cruz ("City") and the Santa Cruz Firefighters ("Union") are parties to a Memorandum of Understanding ("MOU") with a term beginning September 26, 2015 and terminating on September 20, 2019.

Pursuant to the provisions of the Meyers-Milias-Brown act, this Side Letter Agreement ("Agreement") is entered into on this 31<sup>st</sup> day of January, 2018 between the City and the Union.

The parties agree that the specific provisions in this Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein. Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by the affected employees and contained in the MOU shall remain in full force and effect.

The parties have met and conferred in good faith concerning the terms and conditions of this agreement and its implementation and now therefore agree the MOU shall be amended as follows for the remainder of the term as described above:

**9.01 Performance Evaluations**

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisor. All probationary employees ~~servicing their twelve (12) month probationary period~~ will be evaluated at the completion of their sixth (6th) and twelfth (12th) month of service following successful completion of the Fire Academy. All other regular employees will be evaluated annually on their merit review date.

**9.01 Performance Evaluations**

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First (1<sup>st</sup>) evaluation: at completion of Fire Academy (no merit increase)

Second (2<sup>nd</sup>) evaluation: at completion of six (6) months of regular service (merit increase)

Third (3<sup>rd</sup>) evaluation: at completion of probation (no merit increase)

Subsequently, an annual performance evaluation for a merit increase will be conducted twelve (12) months after the date of the Second (2<sup>nd</sup>) evaluation (total of eighteen (18) months of regular service); this date becomes the employee's annual merit review date in conjunction with MOU Section 10.01.02(B).

All other regular employees will be evaluated annually on their merit review date.

**9.02.01 Probationary Period**

A. All original appointments (newly hired Firefighters) shall be subject to a probationary period that begins on the first day of regular City employment and ends twelve (12) months after the successful completion of the Fire Academy.

B. All ~~original~~, promotional and re-hire appointments shall be subject to a probationary period of twelve (12) months from the date of ~~hire or~~ promotion or the date of re-hire (and up to three (3) additional months if the probationary period is extended in accordance with Section 9.02.04 (Extension of Probation) of this memorandum).

Any time spent by an probationary employee on unpaid status shall not be counted as qualifying service toward completion of the probationary period.

**9.02.04 Extension of Probation**

All efforts will be made to sufficiently evaluate the probationary employee during the assigned probationary period, which includes time spent in the Fire Academy. An extension of the probationary period may, however, be recommended by the appointing authority when good cause exists. Such extensions shall be for a specific period of time not to exceed three (3) months.

**10.01.02 Advancement Within the Range**

B. Employees are eligible for their first merit increase at the end of the first six (6) months of their ~~twelve (12) month~~ probation. ~~After successful completion of the full probation, the e~~Employees are eligible for their second merit increase at the end of the second six (6) months of their probation (total of twelve (12) months). Thereafter, employees shall be eligible for subsequent merit increases after each full year on paid status from the last merit review date, continuing until the top of the salary range is attained.

**10.01.02 Advancement Within the Range**

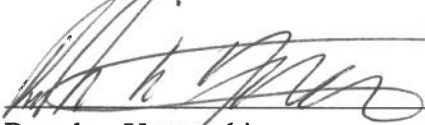
B. Employees are eligible for their first merit increase at the end of the first six (6) months of their ~~twelve (12) month probation~~ employment. ~~After successful completion of the full probation, t~~The employee shall be eligible for subsequent merit increases after each full year on paid status from the last merit review date, continuing until the top of the salary range is attained.

Santa Cruz Firefighters  
I.A.F.F. Local 1716


City of Santa Cruz

  
Cody Muhly

Date: 1/31/18

  
Brandon Yamasaki

Date: 1/31/18

  
Lisa Murphy, Director of Human Resources

Date: 2/2/18

  
Jim Frawley, Fire Chief

Date: 2/5/2018