

**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 28<sup>th</sup> day of January, 2019 between the City and the Union. It is intended to modify an earlier Side Letter of Agreement made on January 31, 2018 and apply to IAFF covered employees hired on or after January 1, 2018.

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 original appointments (newly hired Firefighters) will be evaluated as follows:

Regular employees will be evaluated annually on their merit review date.

**Employees Hired on or after 12/1/18**

First (1<sup>st</sup>) evaluation: at completion of six (6) months of regular service following completion of Academy

Second (2<sup>nd</sup>) evaluation: at completion of probation, twelve (12) months of regular service following completion of Academy

Third (3<sup>rd</sup>) evaluation: at completion of 18 months of regular service following completion of Academy.

Subsequently, a performance evaluation will be conducted twelve (12) months after the date of the third (3<sup>rd</sup>) evaluation; this date becomes the employee's annual evaluation 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 promotional and re-hire appointments shall be subject to a probationary period of twelve (12) months from the date of promotion or the date of re-hire.

Any time spent by a 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 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**

**Employees Hired between 1/1/18 and 11/30/18**

All original appointments (newly hired Firefighters) are eligible for their first merit increase at the end of the first six (6) months of regular employment with the City (including time spent in the Academy). All original appointments (newly hired Firefighters) are eligible for their second merit increase after completion of 18 months of regular service (including time spent in the Academy). 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 employee is promoted or the top of the salary range is attained.

**Employees Hired on or after 12/1/18**

Merit increase dates are aligned with evaluation dates. All original appointments (newly hired firefighters) are eligible for their first merit increase at the end of their first (6) months of regular employment with the City following completion of the Academy. All original appointments (newly hired firefighters) are eligible for their second merit increase after completion of 18 months of regular employment with the City following completion of the Academy. 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 employee is promoted or the top of the salary range is attained.

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


City of Santa Cruz

  
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Cody Muhly

  
\_\_\_\_\_  
Lisa Murphy, Director of Human Resources

Date: 1/31/19

Date: 1/28/19

  
\_\_\_\_\_  
Brandon Yamasaki

  
\_\_\_\_\_  
Jason Hajduk, Fire Chief

Date: 1/28/18

Date: 1.28.19