

December 15, 2025

SUCCESSOR MOU NEGOTIATIONS

Between

CITY OF SANTA CRUZ

And

FIRE MANAGEMENT ASSOCIATION OF THE CITY OF SANTA CRUZ

CITY'S TOTAL PACKAGE TENTATIVE AGREEMENT PROPOSAL #1

The City submits this Total Package Tentative Agreement Proposal #1 pursuant to ground rule 14. A rejection of any one of the proposals set forth below will be deemed a rejection of the Total Package Proposal in its entirety. The City reserves the right to modify any of the below proposals based on any subsequent individual proposal or any additional subsequent Total Package Proposal.

1. TERM PROPOSAL

SECTION 1.00 TERM

The term of this Memorandum of Understanding shall commence the pay period beginning October 11, 2025 and shall expire the pay period ending June 30, 2028.

2. SALARY PROPOSAL

SECTION 12.03 SALARY

~~Effective October 1, 2022, the salaries for represented classifications will be increased by three and one quarter percent (3.25%).~~

~~Effective September 30, 2023, the salary for represented classifications will be increased by three percent (3.00%).~~

~~Effective September 28, 2024, the salary for represented classifications will be increased by five percent (5.0%).~~

~~Effective October 1, 2022, the salary for the Division Chief classification will be increased by two percent (2.0%).~~

~~Effective the pay period that begins on October 11, 2025, or the pay period when Council approves the successor MOU in open session, whichever is later, the salary for all bargaining unit members shall be increased by an additional two and one-quarter percent (2.25%).~~

~~Effective the pay period that begins on July 4, 2026, the salary for all bargaining unit members shall be increased by an additional two and one-quarter percent (2.25%).~~

Effective the pay period that begins on July 3, 2027, the salary for all bargaining unit members shall be increased by an additional two and one-quarter percent (2.25%).

3. OPERATIONAL COMPENSATION/EMERGENCY CALLBACK PROPOSAL

SECTION 12.05 OPERATIONAL COMPENSATION/EMERGENCY CALLBACK

Operational Compensation – Battalion Chiefs Absence

Effective the pay period that begins July 4, 2026, if a Battalion Chief's absence creates or contributes to overtime as a result of minimum staffing requirements, a Battalion Chief may be offered to work the absence or vacancy and be paid at one and one-half (1 ½) times the employee's current base rate of pay for actual hours worked outside the employee's regular schedule. Battalion Chiefs and Division Chiefs may choose, in lieu of operational compensation payment, to have operational compensation hours worked converted to a compensatory time bank at the rate of one and one-half (1 ½) times the actual hours worked outside the employee's regular schedule. This provision is administered in accordance with Policy and Procedures Manual Article 5-26.

Emergency Call Back

In addition, Battalion Chief's or Division Chiefs required to return to work for emergency call duty as determined by the Fire Chief, will be paid time and one-half of the employee's current base rate of pay for actual hours worked outside the employee's regular schedule. Battalion Chiefs and Division Chiefs may choose, in lieu of operational compensation payment, to have operational compensation hours worked converted to a compensatory time bank at an equal rate of time and one-half.

Declared Emergencies

Battalion Chiefs and Division Chiefs will also be paid time and one-half of their current base rate of pay for actual hours worked outside the employee's regular schedule. If assigned to work for a declared disaster team or to provide coverage for Battalion Chiefs required to perform such duty. Payment of time and one-half will be for those incidents which the City receives reimbursement from OES, FEMA, or other appropriate State or Federal agencies. Battalion Chiefs and Division Chiefs may choose, in lieu of operational compensation payment, to have operational compensation hours worked converted to a compensatory time bank at an equal rate of time and one-half.

Battalion Chiefs and Division Chiefs are designated as FLSA exempt and this compensation will not be considered PERS income, as it is considered additional duties.

Employees total compensatory time bank shall not exceed 120 hours. The use of compensatory time off shall be in accordance with Fire department policy 4-13 Vacation Selection Process For Shift Personnel. Employees must receive payment for all accrued and unused compensatory time at the time of employment separation or at the end of each calendar year.

4. SICK LEAVE PROPOSAL

SECTION 14.00 - SICK LEAVE

14.01 Definition

The purpose of this section is to provide paid leave time to be used by employees in the event of a non-work related illness, injury, preventative healthcare, care of an existing health condition, as victims of domestic violence, sexual assault or stalking, or the medical necessity of others as specified below. Sick leave shall not be construed to be a privilege which an employee may use at their discretion but shall be allowed only in case of necessity herein set forth.

14.02 Accrual

14.02.01 2 24-Hour Shift Personnel

All 24-hour shift personnel shall accrue sick leave at the rate of 16 hours for each full month of continuous regular service in which the employee has worked or has been in authorized leave of absence with pay.

4.02.02 40-Hours per Week Personnel

All 40-hour week shall accrue such leave at the rate of 8 hours for each full month of continuous regular service in which the employee has worked or has been in authorized leave of absence with pay.

14.02.03 Eligibility

Employees must be on paid status at least 50% of the working hours of a pay period to earn sick leave for that period.

5. SICK LEAVE INCENTIVE PROGRAM PROPOSAL

SECTION 14.04 SICK LEAVE INCENTIVE PROGRAM

~~City and Union agree to meet at a future date during the contract to address the Constructive Receipt issue in a separate proposal.~~

14.04.01 40 Hour and 56 Hour Per Week Employees

~~Earned sick leave hours may not be converted to cash and may be converted to CalPERS service credit upon retirement with the City of Santa Cruz.~~

~~In addition, employees may be allowed to "bank" all hours in excess of 1,860. Banked hours may not later be converted to cash and will be used as sick leave~~

~~only when all other sick leave is exhausted or be converted to CalPERS service credit upon retirement.~~

- B. Vacation Conversion
 Employees with 15 or more years of regular service and a minimum sick leave balance of 150 hours for 56-hour/week schedules may elect to convert sick leave to vacation time according to the following table:

<u>Years of Service</u>	<u>Maximum No. of Extra Vacation Hours</u>
15-19	24/year
20-24	36/year
25+	48/year

Department head approval is required prior to taking vacation, and converted hours are not allowed to accumulate from one calendar year to the next.

6. BEREAVEMENT LEAVE PROPOSAL

SECTION 16.00 BEREAVEMENT LEAVE

The purpose of this section is to provide paid leave for employees when they are bereaved at the death of a family member and this loss has had a temporary effect on the employee's ability to continue daily work performance.

In accordance with the California Family Rights Act (CFRA), employees who have been employed for at least thirty (30) days, are entitled to bereavement leave. Employees shall be granted up to five (5) working days (not necessarily consecutive days) of paid bereavement leave in a calendar year to attend to necessary obligations and commitments related to the death of a family member (i.e., the employee's spouse, registered domestic partner, child, stepchild, parent, stepparent, sibling, grandparent, parent-in-law, or sibling-in-law). In accordance with the California Family Rights Act (CFRA), employees will also be granted up to five (5) working days (not necessarily consecutive days) of unpaid bereavement leave for any additional obligations or commitments related to the death of a family member. An employee may use vacation, sick leave, and/or compensatory time off in addition to the five (5) days of paid bereavement leave, subject to approval from the Fire Chief. Employees may elect to use available sick leave, vacation leave, or other types of paid leave in order to receive pay during unpaid bereavement leave.

7. PREGNANCY DISABILITY LEAVE PROPOSAL

SECTION 17.02.02 PREGNANCY DISABILITY LEAVE

An employee may take a leave of absence up to four (4) months in length for the purpose of pregnancy disability leave. The City may request a license medical practitioner's opinion regarding any work restrictions that may exist prior to or after delivery.

Requests for pregnancy disability leave must be made in writing to the Fire Chief at least thirty (30) days in advance of the anticipated starting date. Such request must include specific begin and

end dates for the leave. Starting dates should be as accurate as possible barring any unforeseen medical issues related to the pregnancy or earlier or later birth than expected. Any requests for extension of pregnancy disability leave must be made in writing to the Fire Chief at least ten (10) calendar days prior to the scheduled end of the existing leave.

The employee may elect to use any appropriate paid leave either before or after an approved pregnancy disability leave, within the use limitations of those leave provisions.

Any additional post-partum leave may be approved by the City Manager or his designee after consideration of the nature of the request and the operational needs of the department.

8. LONG-TERM DISABILITY PROPOSAL

18.08 Long Term Disability Insurance

The City shall contribute full cost of the City-sponsored long-term disability program. The maximum monthly benefit shall be at least \$10,000.

9. DISCIPLINARY APPEALS PROCEDURE PROPOSAL

SECTION 24.00 DISCIPLINARY APPEALS PROCEDURE

24.01 Definition

Disciplinary action shall mean written reprimand, suspension (as authorized by FLSA), demotion, disciplinary reduction in salary, or discharge. The appeal procedure described herein shall apply to cases of disciplinary action affecting regular employees. It shall not be applicable to probationary employees. Employees have the right to representation at any or all stages of the appeal process.

24.02 Pre-Action Procedure

24.02.01 Step I

Prior to imposing disciplinary action which would result in a loss of salary, the supervisor shall first provide the employee a preliminary written notice of the proposed action stating the effective date, the specific grounds and particular facts upon which the action will be taken. The employee shall have access to any known written materials, reports or documents upon which the action is based. The employee shall have the right to respond to the charges within five (5) workdays from receipt of the notice either orally, in writing, or both to the Fire Chief.

The employee may request an extension of the time to respond for justifiable reasons. Failure to respond within the time specified will result in the employee's waiver of their procedural rights and final action will be taken.

24.02.02 Step II

Following a review of a proposed disciplinary action the Fire Chief, within ten (10) workdays of receiving employee's response, shall render a written decision and send it by registered mail or personal delivery to the employee. A copy shall also be mailed to the employee's representative. The written decision will include the effective date of the disciplinary action.

The employee has the right, within ten (10) workdays after receiving the decision, to file a request for appeal with the City Manager. The appeal shall be a written statement, signed by the applicant, explaining the matter appealed from, stating the action desired by the appellant, with their reasons therefore, and stating that the pre-action procedures have been exhausted.

24.03 Post-Action Appeal

24.03.01 Step III

If the employee files a timely appeal, the City Manager shall, within ten (10) workdays after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than ten (10) workdays from the date the appeal is received. The hearing date itself is not required within this timeframe.

The hearing officer may conduct such independent investigation of the matter as they deem necessary to evaluate claims raised by the employee during the hearing. However, the hearing officer shall not initiate an investigation or introduce new factual findings that were not previously disclosed to the employee as part of the basis for their discipline, unless those facts were introduced by the employee during the hearing. In such cases, the hearing officer may include those facts solely to supplement the findings related to the employee's claims. The appellant shall be given the opportunity to answer or present evidence in opposition to the findings of this independent investigation.

The appellant shall appear personally at the scheduled hearing unless physically unable to do so. The appellant or their representative may produce relevant oral or documentary evidence at the hearing.

Within fifteen (15) workdays following the hearing, the hearing officer shall render a written decision to all parties involved. The hearing officer has the authority to affirm, repeal or modify the disciplinary action.

For discipline equivalent to the severity of suspension (as authorized by FLSA) of one (1) week or less, or leave balance reduction of one (1) week or less, there shall be no appeal beyond Step III and the City Manager's decision shall be final.

24.03.02 Step IV

If the appeal (except as exempted above) is not resolved to the satisfaction of the appellant at the conclusion of Step III, the employee may appeal the decision of the City Manager to

a neutral arbitrator, provided it so informs the City Manager in writing within ten (10) working days following receipt of the City Manager's decision.

Within ten (10) working days from the date of receipt of the appeal, the parties may mutually agree on a neutral party from an independent source to serve as an arbitrator. In the event the parties fail to agree on the neutral party, they shall immediately, thereafter jointly request the California State Mediation and Conciliation Service to submit to them a list of five (5) persons qualified and available to act as arbitrator.

If such a list is requested from the State Mediation and Conciliation Service, the parties within five (5) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the arbitrator. If one person is not mutually agreed upon the parties shall within five (5) days after receipt of the list of names, alternately strike two (2) names from such list with the last remaining name to be the person serving as arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement, or to alter any wage rate or wage structure. The decision of the arbitrator shall be rendered after the evidence and arguments are presented to them by the parties in the presence of each other and in post hearing briefs, if necessary. The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator is requested to expedite the decision as the parties normally expect a decision to be issued within fifteen (15) days after the conclusion of the hearing. The arbitrator's expenses shall be borne equally by the parties. Each party shall bear the cost of its own representation.

24.04 Firefighter Procedural Bill of Rights Act

During the period of this Memorandum of Understanding, the City and Association agree to adopt and comply with the Firefighter Procedural Bill of Rights, codified at California Government Code §§ 3250-3262, effective January 1, 2008.

10. TENTATIVE AGREEMENTS

Individual Tentative Agreements: The Parties also mutually agree to incorporate the individual tentative agreements signed by their respective bargaining teams during these negotiations for a successor MOU. All proposals exchanged by the Parties that are not included in a signed tentative agreement are hereby withdrawn.

For the City of Santa Cruz

For the Fire Management Association of the City of Santa Cruz

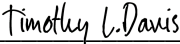
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Sara De Leon
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Joshua Coleman, Lead Negotiator

Date: 1/13/2026

Date: 1/13/2026

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Timothy L. Davis, Co- Lead Negotiator
Date: 1/13/2026