

**SIDE LETTER OF AGREEMENT
BETWEEN MURRIETA FIREFIGHTERS ASSOCIATION AND THE CITY OF MURRIETA
March, 2022**

Pursuant to the provisions of the Meyers-Milias Brown Act ("MMBA"), this side letter agreement is entered into by and between the City of Murrieta ("CITY") and the Murrieta Firefighters Association ("ASSOCIATION"), collectively referred to as the Parties, with regard to the following:

WHEREAS, on June 18, 2019, the City Council adopted Resolution No. 19-4098, approving a Memorandum of Understanding (the "MOU") between the CITY and the ASSOCIATION for the period July 1, 2019 through June 30, 2023;

WHEREAS, Section 1.09 (Probation) of the MOU provides a probationary period of eighteen months, the Parties agree that the eighteen-month period creates an unnecessary, non-competitive barrier to the CITY's recruitment of firefighter personnel;

WHEREAS, the CITY and the ASSOCIATION have met and conferred in good faith and agree to modify Section 1.09 (Probation) to reduce the probationary period from eighteen (18) months to twelve (12) months, and add Section 1.10 to extend the probationary period to reflect periods of leave without pay, industrial caused injury or illness, or by the discretion of the Fire Chief with the approval of Human Resources;

WHEREAS, the CITY and ASSOCIATION agree that the following language will supersede any previous agreements, whether oral or written, regarding matters contained herein and will serve as the controlling language for Section 1.09 and new Section 1.10 of the MOU;

WHEREAS, all other terms and conditions of the MOU shall remain in full force and effect.

NOW THEREFORE, the PARTIES have agreed to amend the MOU by repealing and replacing Section 1.09, and adding a new Section 1.10, Extension of Probation, to read as follows:

Article 1.09 PROBATION PERIOD

- A. All newly hired employees represented by the ASSOCIATION shall serve a **twelve (12)** month probation period commencing on the designated effective date of employment.
- B. Any former employee recalled from a lay-off action shall serve a six (6) month probation period commencing on the designated effective date of employment.
- C. All employees serving a probation period shall, in accordance with CITY policies, receive performance evaluations during his or her probation period. However, probationers shall not be eligible for merit increases before the twelfth (12th) month of their probation period.
- D. Probationary employees shall have no grievance rights under Article 4.08 of this MOU.

Article 1.10 EXTENSION OF PROBATION (new article)

An employee's probationary period can be extended for the following reasons:

- 1) The employee was on a leave of absence without pay for any workdays during probation. The employee's probationary period shall be extended for the number of workdays the employee was on the leave of absence without pay.**

- 2) The employee was unable to work due to an industrially caused injury or illness. The employee's probationary period shall be extended for the number of workdays the employee was unable to work due to the industrially caused injury or illness.**

- 3) Based on the discretion of Fire Chief with the approval of the Human Resources Department, the employee's probationary period may be extended up to six (6) months in three-month increments. If this decision is made, the City will inform the probationary employee in writing that their probation has been extended prior to any extension and will inform the employee of the new date upon which their probationary period will end.**


FOR THE CITY:

By: 

Kim Summers
City Manager

Date: April 11, 2022

FOR MFA:

By: 

Joe Bourque
President, MFA

Date: April 7, 2022