

Extension Agreement

Between

The City of Santa Rosa

And

**SANTA ROSA POLICE OFFICERS ASSOCIATION FOR AND ON BEHALF OF THE EMPLOYEES IN THE CITY'S
UNIT #5 – POLICE OFFICERS**

The City of Santa Rosa and Santa Rosa Police Officers Association, Unit 5 (Parties) previously extended the July 1, 2019 – June 30, 2020 Memorandum of Understanding (MOU) for a period of six (6) months, through December 31, 2020. The Parties hereby agree to extend the July 1, 2019 – June 30, 2020 Memorandum of Understanding (MOU) for a period of an additional six (6) months, through June 30, 2021, with no change in terms or conditions except as provided below. The purpose of this extension agreement is to permit additional time to assess the financial effects of the COVID-19 pandemic on the City prior to negotiating a successor MOU. The parties agree to meet periodically between January 1 and February 28, 2021, at the request of either party, to exchange information regarding financial and other matters. Both parties hereby agree formal negotiations for a successor MOU shall begin no later than March 1, 2021.

In recognition of the unique responsibilities of police officers to the community as first responders during the Covid-19 pandemic and the resultant high level of potential exposure to the virus experienced by bargaining unit members during the course and scope of their service to the community, the City agrees to the following:

Beginning December 27, 2020, and ending June 30, 2021, for each subsequent full week (Monday at 0001 through Sunday at 2400) that the Sonoma County Health Officer has issued/issues a "shelter in place" directive for Sonoma County residents, the City will provide each member of the bargaining unit two and one-half (2.5) hours of paid time off into the "COVID-19 TIME OFF BANK". Paid hours in this bank of time shall have no cash value. Time off taken by members using their individual banked hours from the "COVID-19 TIME OFF BANK" shall not cause overtime costs to back-fill their position. The maximum accumulation of time off in a bargaining unit member's bank shall not exceed sixty (60) hours. Any "COVID-19 TIME OFF BANK" hours remaining in a member's bank as of June 30, 2022, shall expire."

The Parties agree to amend the MOU Articles 34 and 36 as follows:

ARTICLE 34

ASSOCIATION LEAVE TIME BANK AND USAGE

34.1 Effective January 1, 2021, each bargaining unit member shall donate one quarter (0.25) hour of their earned vacation leave each pay period to a bank of hours for use by Association

members, as designated by the Association President or designee, on paid time off conducting Association business. Employees may request paid leave of absence for normal ASSOCIATION business not precluded by this Agreement. Such employees shall receive their normal pay from the CITY and such pay shall be reimbursed to the CITY by the ASSOCIATION LEAVE BANK as provided below. The City shall count such leave hours as "time worked" for the purpose of calculating overtime. The City shall count such leave time taken as time in paid status for the purpose of determining any other employment benefits.

34.2 Such request shall be in writing to the Department head or the Department Head's designee.

34.3 ASSOCIATION leave shall be granted, in the same manner as vacation and compensatory time off, if it does not require additional expenditures by the CITY and if the request meets the conditions set forth below. Leave shall be requested and approved consistent with Department policy for requesting vacation, CTO and ASSOCIATION leave. If the request is denied, the ASSOCIATION has the option of paying time and one half from the leave bank to back fill the position and the leave shall be granted.

34.4 An employee is not required to exhaust any paid leaves to be eligible for ASSOCIATION leave.

34.5 When an employee takes such leave, the leave shall be charged to the ASSOCIATION LEAVE BANK at straight time or at time and one half, whichever is appropriate pursuant to this article.

34.6 Such paid leave shall not extend for more than thirty (30) days per employee in a fiscal year, except that three employees may use no more than sixty (60) days in a fiscal year.

34.7 Cost of employee leaves taken pursuant to this Article shall be reimbursed to the CITY by being deducted by the CITY first from the ASSOCIATION LEAVE BANK. Should there be insufficient hours in the leave bank to cover the leave requested/taken, the Association shall directly reimburse the City for such leave hours. All vacation hours contributed by unit members to the ASSOCIATION LEAVE BANK shall be credited on an hour for hour basis regardless of hourly pay differentials between contributing unit members.

34.8 Any dispute between the ASSOCIATION and the Police Department or the Finance Department regarding such leave shall be resolved by the Assistant City Manager.

34.9 By mutual agreement, the President of the ASSOCIATION may have their work schedule changed as a result of his/her election to that position.

34.10 To contribute vacation hours to the ASSOCIATION LEAVE BANK, a unit member must submit a "Voluntary Authorization for Deduction of Vacation Hours" form provided by the ASSOCIATION. The City shall begin deduction of vacation hours no later than ten days following receipt of completed authorization form. There shall be no retroactive deductions, payoffs, or use of these hours for non-ASSOCIATION business.

34.11 For each pay period, the City shall send a report showing the number of hours used and remaining in the leave bank to the association President and Treasurer.

ARTICLE 36 **TRAINING AND EDUCATION**

Effective on the first day of the pay period in which Council approves this MOU employees who successfully complete the Peace Officers’ Standards and Training Program (POST) shall receive one of the following:

<u>Type</u>	<u>Amount</u>
1. P.O.S.T. Intermediate Certificate	4.5% of base salary/month
2. P.O.S.T. Advanced Certificate	7.75% of base salary/month

The incentive pay effective date will be the next pay period following notification to the Training Unit of the employee’s completion of the application process, and approval of the application by the Training Unit. Officers may provide notice to training up to seven days prior to their POST eligibility date.

Santa Rosa Police
Officers Association

City of Santa Rosa

By: _____
Stephen Bussell Date
President

By: _____
Chris Rogers Date
Mayor