

**AMENDMENT #3 TO MEMORANDUM OF UNDERSTANDING 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**

This amendment is entered into this 11th day of May, 2010 by and between the City of Santa Rosa ("City") and Unit 5 - Police Officers, represented by the Santa Rosa Police Officers Association ("POA").

**RECITALS**

1. On November 10, 2009, the City sent a letter to the POA requesting to meet and confer regarding the City's budget problems and possible labor concessions; and,
2. The parties meet and conferred on December 10, 2009, February 3, 2010 and April 2, 2010; and,
3. The parties have as a result of the meet and confer process agreed to the following terms and conditions to amend the current Memorandum of Understanding between the parties approved by Resolution 27361 which covers the period Fiscal Year 2009-2010 and Fiscal Year 2010-2011.
4. The parties previously amended the Memorandum of Understanding by Amendment 1 on April 29, 2009 and Amendment 2 on January 4, 2010.
5. The parties also previously entered into a Side Letter dated April 27, 2009 which shall be superseded by this amendment.

The Memorandum of Understanding is hereby amended as follows:

1. Article 6 - Term is hereby amended to extend the term of the Memorandum of Understanding to expire at twelve (12) midnight on June 30, 2012.
2. Article 7 - Renegotiations is hereby amended to read:
  - 7.1 "Formal negotiating sessions for a successor MOU shall commence no later than February 15, 2012."
  - 7.2 "Either party may request to re-open negotiations on no more than three (3) non-economic conditions of employment during fiscal year 2010/2011, such notice shall be served to the other party no later than the second Monday in October 2010."
3. Article 11 is hereby amended to add:
  - E. The City agrees that there will be no layoffs of unit members through June 30, 2011. After that date, the City shall have the management right to layoff unit members as provided in Article 11D of the MOU.

F. Notwithstanding any other provision of the MOU, the Police Chief shall have the sole and absolute discretion not to fill, or to eliminate, any vacant Police Officer positions depending on the economic conditions of the City including those positions that are currently vacant or become vacant as a result of attrition. City shall provide prior notification to the POA of any intent to eliminate such positions or not to fill positions but City shall have no further obligation to meet and confer with POA regarding said vacant positions.

- 4. Article 36.3 is hereby amended to change the date of the survey to March 11, 2012 and the effective date of the data points to August 1, 2012 and taking into consideration salary/data point increases through January 12, 2013.
- 5. Article 36.4 is hereby added as follows:

36.4 No member of the unit shall suffer loss of compensation either in salary or special assignment compensation during the term of this agreement unless caused by layoff as provided in Article 11 as amended above, caused by a voluntary action of a unit member, as a result of the current Police Department policy for rotation out of special assignments, or as a result of discipline. When a special assignment position is vacated, the Police Chief has the discretion to assign or not assign personnel to fill the vacancy.

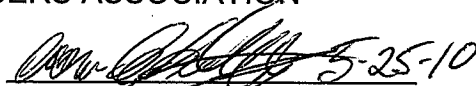
Except as expressly provided herein, all other terms and conditions of the Memorandum of Understanding and the Letter Agreement dated March 31, 2008 regarding donning and doffing shall remain in full force and effect.

**RATIFICATION**

Ratified:

SANTA ROSA POLICE  
OFFICERS ASSOCIATION


By:

  
Allan Schetterup                      Date  
President

Ratified:

CITY OF SANTA ROSA

By:

  
Wayne Goldberg                      Date  
City Manager (Interim)

5/13/10