

**SIDE LETTER of AGREEMENT  
BETWEEN  
CITY OF SANTA CRUZ AND  
SANTA CRUZ POLICE OFFICER'S ASSOCIATION**

The City of Santa Cruz (hereinafter referred to as "City") and the City of Santa Cruz Police Officer's Association (hereinafter referred to as "Union") are parties to a Memorandum of Understanding ("MOU") with a term beginning on November 1, 2015 and terminating on March 6, 2020.

Pursuant to the provisions of the Meyers-Miliias-Brown Act, this Side Letter Agreement ("Agreement") is entered into on this 21<sup>st</sup> day of JANUARY 2016 between the City and the Union to amend the MOU on the Investigations Division work schedule, Section 13.02. The following revision of the Santa Cruz Police Officer's Association language was mutually agreed upon by the Chief of Police and the Santa Cruz Police Officer's Association. This will be a trial schedule for the Investigations Section 4/10 schedule and shall go into effect at the January 30<sup>th</sup> 2016 (major shift change). The schedule will be evaluated by the Santa Cruz Police Officer's Association and the Chief of Police to ensure its effectiveness and intended purpose on May 20<sup>th</sup> 2016 and again on September 23<sup>rd</sup> 2016.

The Union agrees to revert back to the previous 9/80 schedule in Investigations if this new schedule proves infeasible at the conclusion of the trial period on September 23, 2016 as determined by the Chief of Police. If this schedule proves to be feasible as determined by the Chief of Police and in consultation with the Union after the trial period, it will remain in effect through the term of the MOU between the City of Santa Cruz and the Santa Cruz Police Officers' Association.

The parties further 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 allow the following temporary amendment for the term as described above:

**SECTION 13.00 - WORK ASSIGNMENTS/SCHEDULES**

**13.02 - 4 Day/10 Hour Plan**

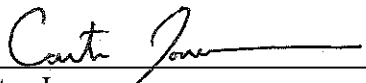
The normal work schedule for all employees covered by this Memorandum (except Police Trainees and new police officers during their non-uniform orientation period) will be a four-ten plan, indicating four (4), ten (10) hour workdays and three (3) consecutive days off each week. The specific assignments not subject to this rule are as follows:

1. School Resource Officers when school is in session, including summer school when it is held in the City of Santa Cruz.
2. **Employees assigned to Investigations will have the option to work a 9/80 or 4/10 schedule as determined by the Chief of Police and based upon operational necessity.**
3. CSO's assigned to Property.
4. Victim Advocates who will be assigned to a 9/80 schedule in lieu of the 4/10 schedule

For employees assigned to a 9/80 schedule plan, each week's work days will be scheduled consecutively (followed by consecutive days off). **For employees assigned to a 4/10 schedule plan, each week's work days will be scheduled consecutively (followed by consecutive days off).** In the event of operational necessity, the Chief of Police may suspend this schedule on a temporary basis not to exceed 30 days.

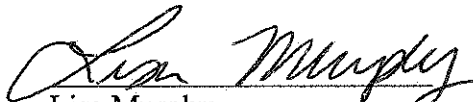
**Shift selection within Investigations shall be determined by date of assignment into the unit, including assignments to the Gang Task Force or other specialty assignments within Investigations.**

Police Officer's Association of the  
City of Santa Cruz


  
Carter Jones

January 21<sup>st</sup>, 2016  
Date:

City of Santa Cruz

  
Lisa Murphy

1/21/2016  
Date:

  
Kevin Vogel

January 21, 2016  
Date: