2015 CITY OF SAN JOSE – POA NEGOTIATIONS
TENTATIVE AGREEMENT*

TERM

This Agreement shall be effective upon adoption by the City Council and shall expire December 31, 2016. This Agreement shall supersede the Memorandum of Agreement (MOA) between the City of San Jose (City) and the San Jose Police Officers' Association (POA) for the period of July 1, 2013 through December 31, 2015, which shall be deemed expired upon the City Council's adoption of this Agreement.

WAGES

- In acknowledgement of the current recruitment and retention issues of classifications assigned to the POA, full-time employees holding positions in classifications assigned to the POA shall receive a one-time, non-pensionable retention bonus equivalent to approximately 5% of an employee's base pay as of June 21, 2015.
    - The one-time, non-pensionable retention bonus of approximately 5% shall be split into two equal payments totaling 5%. The first one-time, lump sum non-pensionable retention bonus of approximately 2.5% of the employee's base salary shall be effective September 18, 2015, and the second one-time, lump sum non-pensionable retention bonus of approximately 2.5% of the employee's base salary shall be effective December 11, 2015. To receive the first one-time, lump sum non-pensionable retention bonus, a full-time employee must be continuously employed in a POA represented position from June 21, 2015, to September 12, 2015. To receive the second one-time, lump sum non-pensionable retention bonus, a full-time employee must be continuously employed in a POA represented position from June 21, 2015, to December 5, 2015.
        - The payment of the one-time, non-pensionable lump sum retention bonus is contingent on the employee being continuously employed in a POA represented position through December 31, 2016. If an employee represented by the POA has received any portion or all of the one-time, non-pensionable lump sum retention bonus, and separates from City employment prior to January 1, 2017, the employee forfeits the one-time, non-pensionable lump sum retention bonus and to the extent permitted by law will be required to reimburse the City for the entire amount of the bonus received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such agreement, the City shall deduct the bonus amount from the employee's sick leave payout, if applicable, and the employee's vacation leave payout. If the employee's leave amounts are not adequate to cover the entire amount of the bonus, the City shall pursue reimbursement of the bonus amount through any other lawful means, including the collection process. This provision shall not apply to employees who retire directly from City service.
    - Former full-time employees who previously held positions in classifications assigned to POA ***and*** who are rehired into a position in a classification assigned to POA between June 21, 2015, and December 31, 2016, shall be eligible to receive the one-time, non-pensionable retention bonus of approximately 5% of the employee's base pay as of their hire date.

- Full-time employees rehired between June 21, 2015, and August 29, 2015, shall receive the first and second one-time, non-pensionable retention bonus of approximately 2.5% each, at the same time as current POA employees.

- Full-time employees rehired between August 30, 2015, and November 21, 2015, shall receive the first one-time, lump sum non-pensionable retention bonus of approximately 2.5% within two full (2) pay periods from their start date in their position. The second one-time, lump sum non-pensionable retention bonus of approximately 2.5% shall be effective December 11, 2015.

- Full-time employees rehired on or after November 22, 2015, shall receive a one-time, non-pensionable retention bonus equivalent to approximately 5% of the employee's base pay as of their hire date within two full (2) pay periods from their hire date.

- The payment of the one-time, non-pensionable lump sum retention bonus is contingent on the employee remaining employed in a POA represented position through December 31, 2016. If an employee represented by the POA has received any portion or all of the one-time, non-pensionable lump sum retention bonus, and separates from City employment prior to January 1, 2017, the employee forfeits the one-time, non-pensionable lump sum retention bonus and to the extent permitted by law will be required to reimburse the City for the entire amount of the bonus received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such agreement, the City shall deduct the bonus amount from the employee's sick leave payout, if applicable, and the employee's vacation leave payout. If the employee's leave amounts are not adequate to cover the entire amount of the bonus, the City shall pursue reimbursement of the bonus amount through any other lawful means, including the collection process. This provision shall not apply to employees who retire directly from City service.

- In acknowledgement of the current recruitment and retention issues of classifications assigned to the POA, a 4% non-pensionable ongoing retention premium pay effective January 3, 2016. Effective January 3, 2016, all salary ranges for employees holding positions in classifications assigned to the POA shall receive a 4% ongoing retention premium pay. This payment is not pensionable.

- 4% general wage increase effective Fiscal Year 2016-2017. Effective June 19, 2016, all salary ranges for employees holding positions in classifications assigned to the POA shall be increased by approximately 4%.

The funding of these costs will be outlined in the Council memo.

PAY

- Bilingual Pay – See Attached Tentative Agreement

- Education Reimbursement – See Attached

2015 CITY OF SAN JOSE – POA NEGOTIATIONS
TENTATIVE AGREEMENT*

HEALTH BENEFITS

- Physical Examinations – See Attached Tentative Agreement
- Mandatory EAP – See Attached Tentative Agreement

SICK LEAVE - ELIGIBILITY FOR USE

- Clarification of Eligible Family Members – See Attached Tentative Agreement

MODIFICATION OF BARGAINING UNIT WORK

- Outsourcing/Civilianization – See Attached

COMMUNITY POLICING

- Community Policing – See Attached

HOUSEKEEPING

- Paychecks – See Attached Tentative Agreement

SIDE LETTER AGREEMENTS

- Overtime Staffing Plan – See Attached
- Modified Duty Assignments – See Attached
- Patrol Staffing Retention Plan – See Attached
- Staffing During Super Bowl 50 – See Attached
- Addendum #1 to the Alternative Pension Reform Settlement Framework – Agreement to proceed with a ballot measure in 2016 to add provisions concerning voter approval, no retroactive increases and actuarial soundness with respect to defined benefit pensions and any other provision as mutually agreed to – See Attached

REOPENERS

- Retirement Issues – See Attached
- Medical Benefits – See Attached

All other provisions of the 2013-2015 MOA shall be incorporated into the new MOA.

2015 CITY OF SAN JOSE – POA NEGOTIATIONS
TENTATIVE AGREEMENT*

* *This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in the document is not part of the Tentative Agreement.*

FOR THE CITY:

8/14/15
Norberto Dueñas — Date
City Manager

8/14/15
Jennifer Schembri — Date
Director of Employee Relations

8/14/15
Edgardo Garcia — Date
Assistant Chief of Police

8/14/15
Charles Sakai — Date
Renne Sloan Holtzman Sakai LLP

8/14/15
Elsa Cordova — Date
Senior Executive Analyst

FOR THE UNION:

8/14/15
Paul Kelly — Date
President, SJPOA

8/24/15
James Gonzalez — Date
Vice President, SJPOA

8/14/15
Gregg Adam — Date
SJPOA Counsel

8/24/15
Franco Vado — Date
CFO, SJPOA

8/24/15
Dave Woosley — Date
Team Member, SJPOA

8/14/2015
John Moutzouridis — Date
Team Member, SJPOA

8.14.15
Tom Saggau — Date
SJPOA/IAFF, L230 Consultant

2015 CITY OF SAN JOSE – POA MOA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL #3 TO POA – WAGES AND PREMIUM PAY

This proposal covers anyone currently receiving bilingual pay and those who are certified and approved to receive bilingual pay in the future.

City Proposed Language:

5.3.9 Bilingual Pay

Each full time employee who meets the eligibility requirements set forth herein shall be compensated at the rate of ~~$29.00~~2.5% of top step Police Officer pay per biweekly pay period for each pay period actually worked.

5.3.9.1 The employee is or was selectively certified for a position which has been approved by the Director of Human Resources for selective certification based on Spanish- English bilingual ability or Vietnamese-English bilingual ability and is currently assigned to such position, or

5.3.9.2 The duties currently assigned to an employee and/or currently being performed by an employee require utilization of Spanish and/or Vietnamese on a regular basis, to be determined and approved by the Director of Human Resources.

5.3.9.3 Such employee must be certified as bilingual by Human Resources according to the current established procedure. Before changing the current procedure, the City agrees to discuss any proposed change with the Organization. Employees already receiving bilingual pay for a foreign language who have not been certified by Human Resources may be required to do so at the direction of the Chief of Police or designee.

5.3.9.4 If the Chief of Police determines that another foreign language is required in his/her department subject to the above criteria, he/she may recommend that the employee receive bilingual pay.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

Charles Sakai
Labor Consultant

Date 5/28/15

FOR THE UNION:

Gregg Adam
SJPOA Counsel

5/27/15 10:11am
Date

CITY PROPOSAL TO POA – EDUCATION REIMBURSEMENT

City Proposed Language:

7.2 Education Reimbursement

~~The Tuition Assistance policy as provided in (Section 4.3.1) of the City Policy Manual of the City of San Jose shall be continued during the term of this Memorandum of Understanding. In no event shall tuition received from this program plus reimbursement from other educational incentive programs exceed the total cost of tuition and books.~~
The City will reimburse each employee one hundred percent (100%) of expenses incurred, up to $1000.00 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the $1000.00 amount, up to $600.00 may be used for non-college accredited courses, online courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section 4.3.1, Education Reimbursement Policy, outlines additional details of the program.

2015 CITY OF SAN JOSE – POA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL- PHYSICAL EXAMINATIONS

City Proposed Language:

8.7 Physical Examinations

The City will provide adequate funding for the City Medical Services Division to conduct recurring physical examinations every two years for employees age forty-five (45) and over and every three years for employees under the age of forty-five (45). Exams for affected employees will be current by the end of the term of this Agreement.

If in the event there are any changes in the funding, structure, or staffing of Employee Health Services, the City and the Union agree to meet and confer regarding medical examinations.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

Charles Sakai — Date 5/27/15
Labor Consultant

FOR THE UNION:

Gregg Adam — Date 5/27/15 9:56 a.m
SJPOA Counsel

2015 CITY OF SAN JOSE – POA MOA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL TO POA – INSURANCE BENEFITS

City Proposed Language:

ARTICLE 8 INSURANCE BENEFITS

8.12 Employee Assistance Program

Employee Assistance Program Referrals: If a supervisor believes that an employee's work performance or behavior while on duty is impaired and can be improved through the EAP, the Police Chief or designee (at the rank of Captain or above, or the supervisor of the CMU) may require the employee to attend an initial screening session with the Employee Assistance Program. The employee shall provide proof of attending the initial appointment. Failure to attend or to provide proof of such attendance may subject the employee to disciplinary action. Actual results of the initial screening shall be subject to normal confidentiality provisions, unless the employee voluntarily signs a release of information form. The employee's decision to attend or not attend follow-up sessions shall be voluntary. Nothing in this article shall preclude an employee from voluntarily agreeing to different conditions as part of a disciplinary settlement agreement. Employees may only be sent for a mandatory EAP session once per issue and the initial screening session shall be on work time.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

Charles Sakai
Labor Consultant

Date 5/27/15

FOR THE UNION:

Gregg Adam
SJPOA Counsel

Date 5/27/15 5/27/15 10:04 am

2015 CITY OF SAN JOSE – POA MOA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL #15 TO POA – SICK LEAVE

City Proposed Language:

ARTICLE 31 SICK LEAVE

31.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; illness in the immediate family as defined herein; or absence of an eligible female employee due to illness, injury or disability related to pregnancy or childbirth. Immediate family shall be limited to the eligible employee's mother, father, spouse, Domestic Partner registered with the Human Resources Department, child, stepfather, stepmother or step child.

Up to forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law or mother-in-law.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:		FOR THE UNION:	
Charles Sakai Labor Consultant	Date 5/27/15	Gregg Adam SJPOA Counsel	Date 5/27/15 9:13 a.m

CITY COUNTERPROPOSAL TO POA – MODIFICATION OF BARGAINING UNIT WORK

City Proposed Language:

ARTICLE 51 MODIFICATION OF BARGAINING UNIT WORK

~~51.1 The City has the discretion to contract out and/or civilianize twenty positions during the term of this Agreement.~~

51.1~~2~~ Any contracting out and/or ~~further~~ civilianization of positions represented by the POA during the term of this Agreement would be subject to the meet and confer process. The City will provide advance notice to the POA and the opportunity to demand to meet and confer regarding contracting out and/or ~~further~~ civilianization of work currently performed by bargaining unit members.

CITY PROPOSAL TO POA – COMMUNITY POLICING

City Proposed Language:

ARTICLE 52 COMMUNITY POLICING

52.1 The POA hereby reiterates its support for the concept and implementation of community policing, and endorses the same. The POA and the City agree to ~~combining~~combine efforts to ensure the success of Community Policing.

52.2 The mutual efforts of the parties include, but are not limited to, joint presentations by the Chief (or his/her designee) and the POA President (or his/her designee) to support Community Policing before members of the Police Department, community groups, media or other forums or groups determined by the parties.

52.3 Each party shall also support and encourage community policing on its own. To this end, each six months prior to sign up for shift changes, the POA agrees to send a notice and discuss at union meetings the fact that it urges its members to remain in assignments for at least two six-month rotations to further Community Policing efforts.

52.4 The parties hereby jointly establish a goal of increasing the number of employees by twenty (20%) percent who voluntarily remain in the same assignment and shift for at least twelve (12) months, within the next two rotations.

52.5 A Labor-Management Committee shall be established to identify and discuss ways to increase the length of time employees remain on a shift and in a given assignment. Further the Labor-Management Committee shall discuss and evaluate acceptable methods for reducing staff turnover in assignments which impact Community Policing, including such concepts as "shift within shift" (i.e., changes by exception during longer assignments), ways to address the personal disadvantages of longer assignments and other matters related to the length of shift rotations.

52.6 At its own expense, the POA shall provide printed material such as public education brochures on Community Policing for distribution to the residents and businesses in San Jose. Such printed materials shall be found acceptable by the Police Chief before distribution.

52.7 Effective with the March 2016 shift change, eighteen (18) patrol positions within existing patrol teams in BFO shall be designated as Community Policing beats, in high gang and crime districts. The Community Policing beats will be bid with the understanding that these specific shifts will last for a period of one (1) year.

52.7.1 Each officer assigned to these specific beats will be responsible for including other community policing efforts within his or her district. These

officers will collaborate with SJPD Special Operations and Bureau of Investigations in an effort to focus their work in high crime areas, and will work with patrol command staff in order to liaison with community action teams and attend community meetings within their district. Community Policing Officers will collaborate with outside law enforcement agencies and City staff in order to gain useful information to perform their assignment efficiently.

52.7.2 Community Policing Officers will be assisted by special operations units in order to address community problems and goals, without affecting their patrol team's work load or response time to calls for service (e.g., probation and parole searches, surveillance, search warrants, arrest warrant services).

52.7.3 Community Policing Officers will be in full uniform and drive a marked patrol unit in order to deter crime within the "hot spots."

52.7.4 Community Policing Officers will not be subject to the paid overtime limits for Department approved community policing events, as determined by the Department. Overtime may occur during their scheduled work days, as well as days off, with supervisory approval.

52.7.5 The City and the POA agree to schedule periodic Coffee-With-A-Cop events.

52.7.6 After one (1) year the City and the POA will sit down to discuss the effectiveness of the Community Policing Officer program and any recommended changes.

2015 CITY OF SAN JOSE – POA NEGOTIATIONS
TENTATIVE AGREEMENT

CITY PROPOSAL #9 TO POA– PAYCHECKS

City Proposed Language:

ARTICLE 11 **OVERPAYMENT PAYBACK~~PAYCHECKS~~**

~~11.1 City Finance Department shall make paychecks available by 1030 hours on the day of distribution; provided, however, there will be no penalty in the event that some unforeseen problem delays distribution. In such event, the Finance Department will make every reasonable effort to make paychecks available as soon after 1030 hours as possible.~~

~~11.2 Employees may at their option, file with the Finance Department appropriate written instructions for the automatic deposit of their pay checks which instructions may be amended at such times as the Finance Department determines are reasonable.~~

~~11.3~~11.1 Overpayment Payback

Any appropriate payback process from any employee to the City shall be in the same amount and at the same rate in which the overpayment occurred. This provision does not create a right of appeal where one did not exist before.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

Charles Sakai
Labor Consultant
Date 5/27/15

FOR THE UNION:

Gregg Adam
SJPOA Counsel
Date 5/27/15 9:01 a.m

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE SAN JOSE POLICE OFFICERS' ASSOCIATON (POA)

The City and POA hereby agree to the implementation of the Overtime Staffing Plan as outlined below, which will become effective August 2015:

I. Introduction

1. Simple - Voluntary and Mandatory

2. Practical - The Voluntary Phases are nearly identical to the current PAY CAR Program, which is being used by the Administrative Unit

3. Effective - Strategic, Long Term, with the advent of eResource

4. This Mandatory Overtime Policy will expire; either at the time the police department is staffed with 1250 officers, 24 months from the start of the program or the patrol division is not experiencing a problem with filling patrol positions.

II. The Bidding Process

- The First & Second Phase of the OOT Bidding Process are VOLUNTARY
- The Third Phase of the OOT Bidding Process is MANDATORY
- The Bidding cycle will cover approximately 3 months
- The Bidding Process will only take place for any extra positions that are left open after the First and Second Phase – designated by the Administrative Unit

1. "Seniority-Based Phase" (Voluntary)

At the beginning of each bidding cycle, the BFO Administrative Unit will:

- Determine the number of voluntary back-fill pay cars that officers need to volunteer for to exempt them from the mandatory phase of the cycle

- Determine the maximum number of voluntary back-fill pay cars that will be offered to each officer for that cycle

- Both of the above numbers will be based on the total number of back-fill pay cars available and the number of full duty officers eligible to work at the time.

- Back-fill pay cars will be offered to officers in order of seniority starting with the most senior to the most junior department wide.

- An Officer can volunteer for more than one position, but not to exceed 4 shifts.

- An Officer can choose to work any shift that is open and is not required to stay on his or her normal shift.

2. "First Come – First Served Phase" (Voluntary)

- If there are unfilled back-fill pay car slots, they will be offered on a first come - first served basis to all officers.
- An Officer can volunteer to work any shift that is open and is not required to stay on his or her normal shift.

3. "Mandatory Assignment Phase" (Mandatory)

- If there are remaining slots which need to be mandatorily filled, eResource will identify officers with the least amount of seniority to fill those slots. (i.e., if there are 5 slots that need to be filled through the mandatory portion the 5 officers with the least seniority will be assigned).

Example:

1. If the Admin Unit determines there is a need for 50 back-fill pay cars during the scheduling cycle, eResource will be utilized by officers, during the first "Seniority Based" phase to determine if they are interested in volunteering for overtime slots. If officers volunteer for the number of "Exempt Mandatory" number of back-fill pay cars, they will be removed from the list for the "Mandatory Assignment" Phase of that round on the Mandatory List. Assume, 40 officers select 40 back-fill pay car slots during this first "Seniority Based" volunteer phase (this phase will be done during week 1 of the bidding)

2. The remaining 10 back-fill pay car slots will be offered through eResource during the "First Come – First Served" Phase. Assume 5 officers select 5 of the 10 remaining back-fill pay car slots (this phase will be done through week 2 of the bidding)

3. Because 5 back-fill pay car slots were not filled during either the "Seniority- Based Phase" or the "First Come – First Served Phase" 5 officers will be mandated to work the remaining 5 slots by reverse seniority

- The bidding process will take three weeks to complete and will allow for one week for the Administrative Unit to find replacements if they need to before the first back-fill pay car is started in the next cycle.

III. Specifics about the Mandatory Phase

1. A reverse seniority process will be created for each day of the week for ONLY the shift that he or she is currently working.

2. eResource will account for which officers are on pre-planned time-off (vacation, time off, FMLA, etc.) and officers will not be scheduled during those times with the following guidelines

   - Officers taking 40 hours or more of vacation will be given the three days off before and after the 40 hour or more period so they will not be eligible as part of the mandatory overtime during that period of time.
   - Time periods of less than a full 40-hours will not include the days off before or after that period of time, unless a specific request has been made to the BFO Deputy Chief and the BFO Deputy Chief or his/her designee has authorized such.

3. If there are remaining slots which need to be filled during the "Mandatory Assignment Phase" eResource will identify officers with the least amount of seniority to fill those slots. (i.e., if there are 5 slots that need to be filled through the "Mandatory Assignment Phase" the 5 officers with the least seniority, that have not previously been taken off the list during that list cycle, will be assigned).

4. Of those five officers, the most senior of them will get the first choice to pick what slot he/she wants. This process will continue until all five back-fill pay car slots are filled.

5. The five officers who were mandated to work will not be mandated to work again until the rest of the "reverse seniority list" is exhausted.

6. Every officer will eventually get mandated to work, unless they have been taken off of the "Mandatory List" because they volunteered for the required amount of back-fill pay cars to exempt them. Officers will be given a minimum four weeks notice when they are mandated to work a pay car.

7. If an officer cannot work his/her mandated overtime shift, the Administrative Unit is responsible for finding their replacement. If an officer trades away their mandatory shift, calls in sick for their mandatory shift or cannot work it for any other reason, they will remain on the mandatory list until they actually work a mandatory shift.

8. No officer will work more than 2 mandatory shifts within two pay periods.

9. All overtime policies will be enforced (specifically C1540 & C1541). For example, if an officer works day shift with FSS off, he/she will not be mandated to work a midnight shift on Sunday (violation of the maximum 16 hours in a 24 hour period – C1541).

    - *Department members shall not work in excess of thirty (30) hours of secondary employment assignments in one calendar week. (C1540)*

    - *The 30 hours include any combination of secondary employment (uniformed or non-uniformed, security or non-security related). Secondary employment assignments shall include special Departmental overtime assignments and volunteer hours worked in uniform. (C1540)*

    - *To address the overall health and safety of officers and to ensure that the City receives efficient performance of the officer's duties in City employment, department members shall not work in excess of sixteen (16) hours in a twenty-four (24) period. (C1541)*

IV. Frequently Asked Questions

1. What if I have to work a mandatory shift on a Sunday on 3rd Watch and I have to be back at work on Monday morning for my regular shift?

Officers will not be mandated to work a shift that he or she is not currently assigned to. Although, officers volunteer to work any shift during the Voluntary and First come First Served phases, they cannot.be mandated.

2. What if I can't work my mandatory overtime shift due to child care issues or some other occasion?

If an officer cannot work his/her mandated overtime shift, the Administrative Unit is responsible for finding a replacement. If an officer trades away his/her mandatory shift, calls in sick for their mandatory shift or cannot work it for any other reason, he/she will remain on the mandatory list until he/she completes a mandatory shift.

3. If I am on vacation for a month and am unable to work any mandatory overtime, will I have to make up my missed dates?

No. If an officer has scheduled time off, he/she will not be subjected to mandatory overtime for their scheduled vacation period.

4. What if I work other pay jobs (airport, schools, etc.) on my days off? How can I fulfill my mandatory overtime obligations?

Mandatory overtime take precedence over all other pay jobs except pay jobs related to schools, hospitals, and the airport.

5. If officers are required to work a mandatory overtime shift, will they have the option to take it for pay or compensatory time?

The option of pay or compensatory time will be up to the officer.

6. What if I am sick on the day of my mandatory overtime shift?

It will be up to the Watch Commander / Briefing Sergeant to fill that specific spot of the sick officer. The Officer will NOT have to take any of his or her sick hours for that specific day. The sick officer will continue to be on the list in order to make up the scheduled overtime shift missed.

VI. Number of Back-Fill Pay Car slots Required

Paycars	Hrs/week	Hrs/Month	Slots/wk	Slots/mnth	Ofc Slots
35	1400	5600	140	560	0.933333
40	1600	6400	160	640	1.066667
45	1800	7200	180	720	1.2
50	2000	8000	200	800	1.333333
55	2200	8800	220	880	1.466667
60	2400	9600	240	960	1.6
65	2600	10400	260	1040	1.733333
70	2800	11200	280	1120	1.866667
75	3000	12000	300	1200	2
80	3200	12800	320	1280	2.133333
85	3400	13600	340	1360	2.266667
90	3600	14400	360	1440	2.4
95	3800	15200	380	1520	2.533333
100	4000	16000	400	1600	2.666667
105	4200	16800	420	1680	2.8
110	4400	17600	440	1760	2.933333
115	4600	18400	460	1840	3.066667
120	4800	19200	480	1920	3.2
125	5000	20000	500	2000	3.333333
130	5200	20800	520	2080	3.466667
135	5400	21600	540	2160	3.6
140	5600	22400	560	2240	3.733333
145	5800	23200	580	2320	3.866667
150	6000	24000	600	2400	4

Hours /week = paycar X 40
Hours /month = paycar X 40 X 4
Slots/ week = (paycar X 40) / 10
Slots/ month = (paycar X 40 X 4) / 10
Officer Slots = # of slots month / 600

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council.

FOR THE CITY:

8/14/15
Norberto Dueñas — Date
City Manager

8/14/15
Jennifer Schembri — Date
Director of Employee Relations

FOR THE UNION:

8/14/15
Paul Kelly — Date
President, SJPOA

8/24/15
James Gonzalez — Date
Vice President, SJPOA

A/C 8/14/15

Edgardo Garcia
Assistant Chief of Police

Date

8/24/15

Gregg Adam
SJPOA Counsel

Date

8/14/15

Charles Sakai
Labor Consultant

Date

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE SAN JOSE POLICE OFFICERS' ASSOCIATON (POA)

MODIFIED DUTY ASSIGNMENTS

The City and POA have agreed to an Alternative Pension Reform Settlement Framework, which includes the following terms:

"8. Modified Duty (POA – Article 39)

a. The City and the POA will continue to discuss the modified duty positions during collective bargaining
b. While these discussions take place, the number of modified duty positions will be increased to 30
c. The independent review panel will evaluate the status of employees in the modified duty program on a yearly basis until the program is modified through bargaining"

The City and POA agree to meet not less than once per month beginning August 2015, to continue discussions on issues related to Modified Duty Assignments (Article 39), with a goal to reach a resolution by December 31, 2015. Beginning August 2015, the parties agree that the number of modified, or exempt officer, positions may be increased up to 30 from the current number of 10 while the parties continue discussions.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

8/14/15
Norberto Dueñas — Date
City Manager

8/14/15
Jennifer Schembri — Date
Director of Employee Relations

8/14/15
Edgardo Garcia — Date
Assistant Chief of Police

8/14/15
Charles Sakai — Date
Labor Consultant

FOR THE UNION:

8/14/15
Paul Kelly — Date
President, SJPOA

8/24/15
James Gonzalez — Date
Vice President, SJPOA

8/14/15
Gregg Adam — Date
SJPOA Counsel

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE SAN JOSE POLICE OFFICERS' ASSOCIATON (POA)

Patrol Staffing Retention Plan

The City and POA agree to meet not less than once per month beginning August 2015, to continue discussions related to the Patrol Staffing Retention Plan (PSRP), with a goal to reach a resolution by December 31, 2015.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

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SJPOA Counsel

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE SAN JOSE POLICE OFFICERS' ASSOCIATON (POA)

The City and POA hereby agree that Article 14.7.1 of the parties' Memorandum of Agreement as provided below shall not apply for the period of January 25, 2016 to February 8, 2016, for purposes of staffing during the two weeks preceding Super Bowl 50 (i.e., the MOA will not limit altered watch hours during this period and altered watch hours which occur during this period shall not count against the limits in Section 14.7.1):

14.7.1 Altered watch hours for pre-planned/scheduled events shall only occur a maximum of twice per six (6) month shift change (for a total of four (4) times per year.) The Department shall provide notice of altered watch hours in writing thirty (30) days in advance of the adjustment.

The Police Department will compensate officers for any overtime worked during the period of January 25, 2016 to February 8, 2016.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

8/14/15

Norberto Dueñas — Date
City Manager

8/14/15

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Director of Employee Relations

A/C 8/14/15

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Assistant Chief of Police

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8/14/15

Gregg Adam — Date
SJPOA Counsel

ADDENDUM #1 TO THE JULY 15, 2015 ALTERNATIVE PENSION REFORM SETTLEMENT FRAMEWORK

BETWEEN
THE CITY OF SAN JOSE
AND
THE SAN JOSE POLICE OFFICERS' ASSOCIATON (POA)
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 230 (IAFF)

The POA and IAFF, Local 230 agree to work collaboratively with the City to develop a ballot measure, which, if the quo warranto process (as defined in the Settlement Framework and Proposed Quo Warranto Implementation Plan) succeeds, will supersede Measure B with the following (1) a provision requiring voter approval of defined benefit pension enhancements, (2) a provision requiring actuarial soundness, (3) a provision prohibiting retroactivity of defined benefit pension enhancements, and (4) any other provisions contained in the Settlement Framework that the parties mutually agree to, for inclusion in a 2016 ballot measure that will incorporate any such provisions into the City Charter. Once the parties mutually agree to the language, POA and IAFF shall endorse the ballot measure.

FOR THE CITY:

8/14/15
Norberto Duenas — Date
City Manager

8/14/15
Jennifer Schembri — Date
Director of Employee Relations

A/C 8/14/15
Edgardo Garcia — Date
Assistant Chief of Police

8/14/15
Charles Sakai — Date
Labor Consultant

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James Gonzalez — Date
Vice President, SJPOA

8/14/15
Gregg Adam — Date
SJPOA Counsel

8/14/15
Joel Phelan — Date
President, IAFF, Local 230

Sean Kaldor — Date
Vice President, IAFF, Local 230

Christopher Platten — Date
Legal Counsel, IAFF, Local 230

8.14.15
Tom Saggau — Date
SJPOA/IAFF, Local 230 Consultant

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
SAN JOSE POLICE OFFICERS' ASSOCIATION

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the San Jose Police Officers' Association (SJPOA), have reached an alternative pension reform settlement framework (framework) that is pending City Council approval and SJPOA ratification. In the event that the framework is not approved or cannot be implemented because any of the conditions contained in it are not met, or POA membership does not ratify it, the City and SJPOA agree to continue settlement discussions over retirement issues (pension and retiree healthcare).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

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SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
SAN JOSE POLICE OFFICERS' ASSOCIATION

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the San Jose Police Officers' Association (SJPOA), the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Article 8 of the SJPOA MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or SJPOA may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or SJPOA receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures and submit issues for determination in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367, the Meyers Milias Brown Act, and/or City Charter Section 1111.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

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