

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE SAN JOSE POLICE OFFICERS' ASSOCIATION (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 3<sup>rd</sup> 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

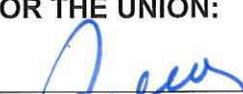
Hours /week = paycar X 40  
 Hours /month = paycar X 40 X 4  
 Slots/ week = (paycar X 40) / 10  
 Slots/ month = (paycar X 40 X 4) / 10  
 Officer Slots = # of slots month / 600

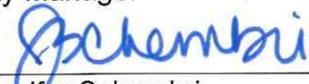
This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council.

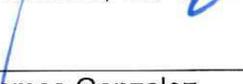
**FOR THE CITY:**

**FOR THE UNION:**

  
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 City Manager

  
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 Paul Kelly  
 President, SJPOA

  
 \_\_\_\_\_  
 Jennifer Schembri  
 Director of Employee Relations

  
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 James Gonzalez  
 Vice President, SJPOA

8/14/15  
Date

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