

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE SAN JOSE POLICE OFFICERS' ASSOCIATION (POA)

Police Academy Training Clawback Program

The San Jose Police Officers' Association (POA) takes no position on the legality of the clawback, but agrees that the City has met the meet and confer obligations for the attached program under the Meyers-Milias-Brown Act and any other applicable law. The POA agrees to not legally challenge, nor join or fund litigation challenging, the City's ability to recover payment under this clawback provision.

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

FOR THE CITY:




Norberto Dueñas
City Manager

1/12/17
Date



Jennifer Schembri
Director of Employee Relations

1/12/17
Date



Eddie Garcia
Chief of Police

1/12/17
Date

FOR THE UNION:



Paul Kelly
President, SJPOA

1/12/17
Date



Franco Vado
CFO, SJPOA

1/12/17
Date



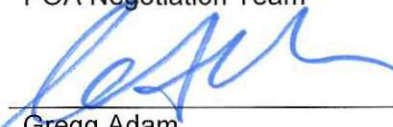
John Moutzouridis
POA Negotiation Team

1/12/17
Date



David Woolsey
POA Negotiation Team

1/12/17
Date



Gregg Adam
SJPOA Counsel

1/12/17
Date



Tom Saggau
SJPOA Labor Consultant

1/12/17
Date

Police Academy Training Clawback Program

The following program will be implemented for Police Recruits:

Any employee in a classification represented by the POA who, prior to completing five (5) years of service, voluntarily separates from service with the Police Department and takes a sworn position with another entity, shall be responsible for reimbursing the City, on a full, or prorated basis as set forth below, for up to eleven thousand dollars (\$11,000) of the cost of his/her training at the Police Academy. The Police Department Training Unit will be responsible for checking regularly to see if a recruit who resigned has taken a position with another entity. To the extent this amount exceeds the maximum that may be legally recovered, the City shall be entitled to recover the maximum allowable under the law. A schedule of the members' reimbursement responsibility is set forth as follows:

Length of Service- Percentage of Repayment Due:

Separation prior to 1 year: 100% repayment

Separation after completing 1 year but prior to completion of second year: 80%

Separation after completing 2 years but prior to completion of third year: 60%

Separation after completing 3 years but prior to completion of fourth year: 40%

Separation after completing 4 years but prior to completion of fifth year: 20%

Separation after completing 5 years: 0% repayment

Repayment shall be due and payable at the time of separation and the City shall deduct any amounts owed under this provision from the employee's final paycheck. If the deduction does not fully reimburse the City for outstanding costs, the balance shall thereupon be due and owing.

A member shall not be deemed to have voluntarily separated under this provision if the member can demonstrate that at the time of separation a personal emergency or other extreme facts requiring an absence from service which could not reasonably be accommodated by either a leave of absence or a request for re-employment upon cessation of the emergency or extreme facts as determined by the Chief of Police. A demonstrated health problem of a member or of a person in the member's immediate family is an example of such an emergency.