

## SIDE LETTER AGREEMENT

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

### **Side letter Agreement Regarding Union Release Time**

The parties have previously negotiated certain terms and conditions to govern the use of union release time as memorialized in Article 59 of the parties' MOA and in the Employer-Employee Relations Resolution #39367.

As the San Jose Police Department seeks to rebuild, recruit and retain police officers, the SJPOA and SJPD agree that it is in the best interests of the Department for the SJPOA to be fully engaged in such efforts. Accordingly, subject to the approval of the Chief of Police and, in addition to the release time rights described above, SJPOA representatives shall be entitled to additional release time to engage in:

1. Recruitment and retention efforts; lateral recruitment, education to potential recruits about the merits of joining the SJPD, and new recruit events. Participation and recruitment efforts at local/state/national law enforcement events.
2. Upon specific request by the Chief of Police, local community events that showcase the SJPD (Neighborhood BBQs, community clean ups, crime prevention meetings, etc.) and efforts and initiatives to build a better understanding between the community and SJPD to work toward a safer San Jose.
3. Mutually agreed upon State and Federal legislative and administrative efforts that benefit the San Jose Police Department and the SJPOA.

When engaged in any of the activities described in paragraphs 1-3 above, SJPOA participants shall code such time as "URT" for any work hours spent on authorized release time and follow other procedures currently applicable to union release time under Article 59. Employees are not eligible to receive overtime compensation for any portion of the activities described in paragraphs 1-3 above that fall either before or after their regularly assigned workday.

At the discretion of the Chief of Police, the release time authorized through this side letter may be altered if the Chief of Police determines that Police Department functions are negatively impacted and the Department cannot function based on allowing the additional time.

This Agreement shall become effective when signed by all parties below and shall expire on June 30, 2020. Continuance of this Agreement will be discussed during negotiations for a successor Memorandum of Agreement. This Agreement will cease to be in effect after June 30, 2020, unless it is extended by mutual agreement of the parties, and the use of union release time shall revert back to what is described in the first paragraph above.

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September 19, 2017

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FOR THE CITY:

Jennifer Schembri 10/25/17  
Date  
Jennifer Schembri  
Director of Employee Relations

Edgardo Garcia 10/25/17  
Date  
Edgardo Garcia  
Chief of Police

FOR THE UNION:

Paul Kelly 9/20/17  
Date  
Paul Kelly  
President, SJPOA

John Moutziridis 9/20/2017  
Date  
John Moutziridis  
Vice President, SJPOA

Gregg Adam 9/20/17  
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Gregg Adam  
SJPOA Counsel