

## 2021 POA NEGOTIATIONS PACKAGE PROPOSAL B

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### TERM

- July 1, 2021 – June 30, 2022

### WAGES

- Fiscal Year 2020-2021

In lieu of receiving a general wage increase retroactive to January 1, 2021, a \$1,200 one-time, non-pensionable lump sum payment shall be made to full-time employees holding positions in classifications assigned to the POA effective the first full pay period following Council approval in open session. To receive the one-time, non-pensionable lump sum payment, a full-time employee must have been employed in a POA represented position on January 1, 2021, and still employed in a POA represented position effective the first full pay period following Council approval in Open Session.

3% general wage increase effective the first full pay period following Council approval in open session. Effective the first full pay period following Council approval in open session, all salary ranges for employees holding positions in classifications assigned to the POA shall be increased by approximately 3%.

- Fiscal Year 2021-2022

3% general wage increase effective the first full pay period of Fiscal Year 2021-2022. Effective the first full pay period of Fiscal Year 2021-2022, all salary ranges for employees holding positions in classifications assigned to the POA shall be increased by approximately 3%.

### UNIT DESIGNATION FOR DEPUTY CHIEF OF POLICE

- Unit Designation for Deputy Chief of Police (As proposed on March 31, 2021)

### DISCIPLINE ARBITRATION

- Discipline Arbitration (As proposed on March 12, 2021)

### ANNUAL PERFORMANCE APPRAISALS

- Performance Evaluation (See Attached Tentative Agreement)

### REHIRED RETIREE

- Rehired Retiree (See Attached Counterproposal)

### LATERAL OFFICER VACATION ACCRUAL RATE

- Lateral Officer Vacation Accrual Rate (See Attached Tentative Agreement)

## 2021 POA NEGOTIATIONS PACKAGE PROPOSAL B

### COMPENSATORY TIME

- Compensatory Time (As proposed on March 31, 2021)

### MODIFICATION OF BARGAINING UNIT WORK

- Modification of Bargaining Unit Work (See Attached Counterproposal)

### TRAINING

- Training (See Attached Counterproposal)

### LETTER OF INTENT

- Calls for Service (See Attached Counterproposal)

### SIDE LETTERS

- Police Reforms Work Plan Items and Reimagining Community Safety (As proposed on March 31, 2021)
- Biometric Timeclocks (See Attached Counterproposal)

### OTHER TERMS

The terms contained in the Promotional Memorandum of Agreement shall remain status quo with a term of July 1, 2021, to June 30, 2022.

*\*This package proposal is submitted in an attempt to reach a settlement. In the event the package proposal is not accepted in its entirety, the City reserves the right to modify, amend and/or add proposals.*

**2021 CITY OF SAN JOSE – POA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL – PERFORMANCE EVALUATION**

City Proposed Language:

**ARTICLE 46            PERFORMANCE EVALUATION**

46.1    Key Element Review

If the employee formally receives an overall performance rating of “meets standards” or above, but receives below “meets standards” in an individual key rating, the employee may request a review of that individual key element by the Chief of Police or designee. The employee must submit a written request to the Chief of Police, or designee, specifying the reasons for the request within 30 calendar days from the date the employee received the final performance appraisal. The Chief of Police, or designee, shall investigate the request, arrange a meeting with the employee, and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Chief of Police, or designee, shall be final.

46.2    Overall Rating Appeal

If the employee formally receives an overall performance rating that is below “meets standards,” the employee may appeal the rating. Such appeal shall be made in writing to the Chief of Police, or designee, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Chief of Police, or designee, shall investigate the appeal, arrange a meeting, and provide a written response to the employee within thirty (30) calendar days of the receipt.

46.2.1    If the employee is dissatisfied with the decision of the Chief of Police, or designee, the employee may, within ten (10) calendar days from the Chief of Police’s or designee’s, response, request a meeting with the City Manager, or designee. Such request shall be made in writing and shall include the reason(s) the employee is not satisfied with the decision previously rendered.

46.2.2    The City Manager, or designee, shall hold a meeting within a reasonable time, and within ten (10) days of the hearing shall inform the employee of the decision. The decision of the City Manager, or designee, shall be final. This will be the only appeal process applicable to review the performance appraisal. The employee shall have the right to Organization representation at the meeting with the Chief of Police, or designee, or the City Manager, or designee.



**CITY COUNTERPROPOSAL– REHIRED RETIREE**

City Proposed Language:

**ARTICLE 60**

60.1 ~~The City may establish a Rehired Retiree Program for the reemployment of Police retirees of the Police and Fire Department Retirement Plan to conduct background investigations and other duties. The POA and the City agree to meet and confer over any other duties for rehired retirees. This program shall be similar to the Rehired Retiree Program for the reemployment of retirees of the Federated City Employees' Retirement System as provided in City Administrative Policy Manual Section 3.1.5 and the San Jose Municipal Code, Part 9 of Chapter 3.28 of Title 3. The duties performed by employees in the Rehired Retiree Program for the reemployment of Police Retirees shall be determined by the Chief of Police or designee. Additional details related to the Rehired Retiree Program will be provided for in City Administrative Manual Section 3.1.5, Reemployment of Retirees. Details related to the Rehired Retiree Program will be provided for in City Administrative Policy Manual Section 3.1.5, Reemployment of Retirees. The Chief of Police or designee shall determine the Administrative positions/assignments performed by employees in the Rehired Retiree Program, subject to the guidelines in City Administrative Manual Section 3.1.5.~~

The City and the POA agree to meet and confer over a period not to exceed 60 days from the date the overall tentative agreement for a successor Memorandum of Agreement is signed by all parties and approved by City Council, regarding the process and guidelines for non-administrative assignments.

**2021 CITY OF SAN JOSE – POA NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL – LATERAL OFFICER VACATION ACCRUAL RATE**

City Proposed Language:

**ARTICLE 30**

30.5 Effective on or after the first pay period after Council approval in Open Session of a Tentative Agreement for a Successor Memorandum of Agreement (MOA) between the City and the POA, the City Manager or designee is authorized to adjust the annual vacation accrual of a Lateral Police Officer, for the purpose of hiring or re-hiring that Officer into City service. This action allows hiring managers to place new or rehired Lateral Police Officers with prior sworn public service credit at a vacation accrual rate commensurate with their total years of sworn public service with the approval of the City Manager or designee.

Process/Guidelines

A Lateral Police Officers' vacation accrual may be adjusted upon first hire or rehire date to provide the Officer with credit for previous sworn public service upon the approval of the City Manager or designee.

1. Credit for sworn public service shall only be given for completed years of sworn service as a full-time benefitted employee.
  - a) If an Officer worked at a public service agency on a part-time benefitted basis, completed years will be based on the completion of 2,080 hours.
  - b) For example, if an Officer has previously worked six (6) complete years in another public agency or a combination of sworn public service and sworn service with the City of San Jose, the City Manager or designee may authorize the Officer to accrue vacation at the 6-10 annual hourly rate, which is 120 hours per year. The below table illustrates the vacation annual hourly accrual rates by years of service in the POA MOA:

<u>Years of Service</u>	<u>Hours of Vacation Per 26 Pay Period Cycle</u>
<u>1<sup>st</sup> 5 years</u>	<u>80 hours</u>
<u>6<sup>th</sup> year – 10<sup>th</sup> year</u>	<u>120 hours</u>
<u>11<sup>th</sup> year – 12<sup>th</sup> year</u>	<u>140 hours</u>
<u>13<sup>th</sup> year – 14<sup>th</sup> year</u>	<u>160 hours</u>
<u>15<sup>th</sup> year or more</u>	<u>180 hours</u>

Vacation accrual caps shall apply to the designated annual hourly accrual rate.

2. Sworn Public service credit shall not apply to any other benefits.



## 2021 CITY OF SAN JOSE – POA NEGOTIATIONS

### CITY COUNTER PROPOSAL– MODIFICATION OF BARGAINING UNIT WORK

City Proposed Language:

#### ARTICLE 51

51.1 The City has the discretion to contract out and/or civilianize the following ~~five (5)~~ positions during the term of this Agreement:

#	Position	Number
<del>4</del>	<del>Deputy Chief – Bureau of Technical Services (BTS)</del>	4
<del>12</del>	Bureau of Field Operations Administrative Positions (BFO)	2
<del>23</del>	Public Information Officers (PIOs)	1
<del>3</del>	<del>Crime Evidence/Warehouse Officer</del>	<del>2</del>
<del>4</del>	<del>Reserve Unit Officer</del>	<del>1</del>
<del>4</del>	<del>Community Service Officers' Supervisor</del>	4
<b>Total</b>		<b><del>65</del></b>

~~At the City's option, a non-sworn classification for a Police Cadet position may be created.~~

~~In addition to provision 51.2 below, the City and POA agree that during the term of this Agreement discussions will continue related to the contracting and/or civilianization of the following positions:~~

#	Position
<del>1</del>	<del>Airport Police Officers</del>
<del>2</del>	<del>Helicopter Pilots</del>
<del>3</del>	<del>Shooting Range</del>
<del>4</del>	<del>Training Specialist</del>



**2021 CITY OF SAN JOSE – POA NEGOTIATIONS**

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The City and the POA further agree that during the term of this Agreement the City has the discretion to contract out/civilianize an additional five (5) positions except positions in patrol, investigations or Internal Affairs. Any discussion regarding the civilianization of positions in patrol, investigations or Internal Affairs will occur separately as part of the Police Reform discussions.

<u>#</u>	<u>Position</u>	<u>Number</u>
<u>1</u>	<u>Crime Evidence/Warehouse Officer</u>	<u>2</u>
<u>1</u>	<u>Reserve Unit Officer</u>	<u>1</u>
<u>Total</u>		<u>3</u>

51.451.2 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 COUNTERPROPOSAL – TRAININGS**

The City appreciates the POA's willingness to implement training on the following topics:

- On-going De-escalation
- Implicit Bias
- Peer Intervention

While the training of staff, including, but not limited to, the implementation of new trainings, falls within the discretion of the Police Department, the City is open to reviewing the trainings proposed by the POA and offering them to sworn employees in the Police Department, if deemed appropriate and practicable by the Chief of Police or designee.

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

**Calls for Service**

WHEREAS the CITY OF SAN JOSE (the City) and the SAN JOSE POLICE OFFICERS' ASSOCIATION (the Union), collectively "the PARTIES," are committed to working collaboratively to maintain community support for, and engagement with, the SAN JOSE POLICE DEPARTMENT (SJPD), and to safely institute an alternative response to certain calls for service; and,

~~WHEREAS on February 15, 2021, the Union presented a comprehensive set of proposals on Police Reform, which addresses numerous areas identified by many residents and our rank and file regarding policing in San Jose; and,~~

~~WHEREAS the SJPD continues to suffer from long term, chronic understaffing, which leads to delayed emergency response times, increased neighborhood crime, and lower clearance rates, as well as the erosion of officer morale; and,~~

WHEREAS the Union and many residents have raised concerns about the use of San Jose Police Officers to respond to certain calls for service; and,

WHEREAS many residents and the Union agree that certain types of calls for service may not necessitate an armed response; and,

WHEREAS ceasing to respond to certain non-emergency calls as set forth below would allow San Jose Police Officers to more swiftly respond to emergencies, improve neighborhood safety, engage in community policing as it was originally envisioned, ~~and~~ improve police/community outcomes, improve community/police relations, and reduce social conflicts that are non-criminal in nature;

Now, THEREFORE, the PARTIES agree that, including but not limited to, the following types of 911 calls for service shall be evaluated for their suitability to be responded to by non-police officers in conjunction with the identification of which entities and/or agencies would respond instead of police officers:

1. Non-criminal and/or non-violent homeless and quality of life related calls;
2. Non-criminal mental health calls;
3. Well-being checks where there is not a crime in progress;
4. Juvenile disturbance or juveniles beyond parental control calls;
5. Calls to schools unless ~~the school administration is initiating~~ there is a call for an emergency police response or making a mandatory reporting notification;
6. Certain Public Health Order violations (e.g., COVID);
7. Transports for other City departments (e.g., APS, CPS);
8. Calls for service at City parks;
9. Under the influence calls (alcohol and/or drugs) where there is no other crime in progress;



