

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
Peace Officer Park Ranger Association (POPRA)
International Union of Operating Engineers, Local 3 (OE#3)

Safety Equipment

The City and POPRA acknowledge that the POPRA Memorandum of Agreement (MOA) has the following language regarding safety equipment for the classification of Park Ranger (2423) and Senior Park Ranger (2426):

5.12.3 Safety Equipment. Employees in the classification of Park Ranger (2423) and Senior Park Ranger (2426) who are required while on duty, to wear the following, shall be provided each of said items: utility belt, four (4) belt keepers, handcuffs, handcuff case, protective vest, rainwear including raincoat and rain pants, OC spray, OC spray case, collapsible baton and scabbard. Such items shall remain the property of the City and shall be returned to the City upon the employee's separation from employment.

The City and OE#3 acknowledge that the OE#3 Memorandum of Agreement (MOA) has the following language regarding safety equipment for the classification of Park Ranger PT (2424):

5.2.6 Safety Equipment. Employees in the classification of Park Ranger (2423 and 2424) who are required while on duty, to wear the following, shall be provided each of said items: utility belt, belt case, flashlight, handcuffs, handcuff case, protective vest, rainwear including raincoat, rain pants, and hat cover. Such items shall remain the property of the City and shall be returned to the City upon the employee's separation from employment. Employees who have completed certified training to carry a collapsible "bite stick" shall be authorized to carry such equipment. Employees shall purchase the collapsible "bite stick" and be responsible for the cost of the training if the training is otherwise not available at no additional cost to the City.

The City and OE#3 also acknowledge that Park Rangers (2423) and Senior Park Rangers (2426) represented by POPRA and Park Rangers PT (2424) represented by OE#3 may be required to assist with wildland fire suppression duties, and may need to utilize boots approved for wildland fire suppression activities. As such, the above provisions in the POPRA MOA and OE#3 MOA will be amended as follows:

POPRA MOA

5.12.3 Safety Equipment. Employees in the classification of Park Ranger (2423) and Senior Park Ranger (2426) who are required while on duty, to wear the following, shall be provided each of said items: utility belt, four (4) belt keepers, handcuffs, handcuff case, protective vest, rainwear including raincoat and rain pants, OC spray, OC spray case, collapsible baton and scabbard. Additionally, employees in the classification of Park Ranger (2423) and Senior Park Ranger (2426) who are required to perform wildland suppression duties while on duty will be provided with boots that meet established Occupational Safety and Health Administration's (OSHA) standards for a cost not to exceed \$400. Such items shall remain the property of the City and shall be returned to the City upon the employee's separation from employment.

OE#3 MOA

5.2.6 *Safety Equipment. Employees in the classification of Park Ranger (~~2423 and~~ 2424) who are required while on duty, to wear the following, shall be provided each of said items: utility belt, belt case, flashlight, handcuffs, handcuff case, protective vest, rainwear including raincoat, rain pants, and hat cover. Additionally, employees in the classification of Park Ranger (2424) who are required to perform wildland suppression duties while on duty will be provided with boots that meet established Occupational Safety and Health Administration's (OSHA) standards for a cost not to exceed \$400. Such items shall remain the property of the City and shall be returned to the City upon the employee's separation from employment. Employees who have completed certified training to carry a collapsible "bite stick" shall be authorized to carry such equipment. Employees shall purchase the collapsible "bite stick" and be responsible for the cost of the training if the training is otherwise not available at no additional cost to the City.*

This side letter agreement shall become effective once this agreement has been signed by all parties below.

FOR THE CITY:

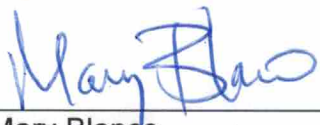


Jennifer Schembri
Director of Employee Relations
Director of Human Resources

8/10/2021

Date

FOR THE UNION:



Mary Blanco
Business Representative
POPRA and OE#3

8/10/21

Date