

**2023 CITY OF SAN JOSE - POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**TERM**

- July 1, 2023 – June 30, 2027

**WAGES**

- Fiscal Year 2023-2024

In recognition of work performed during the COVID-19 pandemic, a \$1,000 one-time non-pensionable lump sum payment shall be made to full-time employees holding positions in the full-time Park Ranger and Senior Park Ranger classifications assigned to POPRA effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session. To receive the one-time, non-pensionable lump sum payment, a full-time employee must have been employed in an POPRA represented position on May 11, 2021, and still be employed in an POPRA position effective the first full pay period in Fiscal Year 2023-2024.

5.00% general wage increase effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 5.00%.

In addition, effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, all salary ranges for employees holding positions in the full-time Park Ranger and Senior Park Ranger classifications assigned to POPRA shall receive an additional 1.50% increase in recognition of the fact that POPRA received a 3.00% general wage increase in FY 2022-2023 whereas most other City employees received a 4.50% general wage increase.

- Fiscal Year 2024-2025

4.00% general wage increase effective the first full pay period of Fiscal Year 2024-2025. Effective the first full pay period of Fiscal Year 2024-2025, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 4.00%.

- Fiscal Year 2025-2026

3.00% general wage increase effective the first full pay period of Fiscal Year 2025-2026. Effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 3.00%.

- Fiscal Year 2026-2027

3.00% general wage increase effective the first full pay period of Fiscal Year 2026-2027. Effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to POPRA shall be increased by approximately 3.00%.

**2023 CITY OF SAN JOSE - POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**WAGES AND SPECIAL PAY**

- Bilingual Pay (See Attached)
- Field Training Pay (See Attached)

**BENEFITS**

- Health-In-Lieu (See Attached)

**LEAVES**

- Paid Parental Leave (See Attached)

**OTHER**

- Overpayments of Compensation (See Attached)

**HOUSEKEEPING**

- Housekeeping – Bereavement Leave (See Attached)
- Housekeeping – Sick Leave (See Attached)
- Housekeeping – Safety Equipment (See Attached)
- Housekeeping – Holidays (See Attached)

**SIDE LETTERS**

- Hiring Incentive and Referral Bonus (See Attached)
- Lateral Incentive Pilot Program (See Attached)
- Body Worn Cameras and Park Ranger Duty Manual (See Attached)
- Implementation of PERB Settlement Agreement (See Attached)
- Unit Designation (See Attached)
- Apprenticeship Program (See Attached)
- Holidays-Lunar New Year (See Attached)

2023 CITY OF SAN JOSE - POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT

---


**OTHER TERMS**

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*


**FOR THE CITY:**

**FOR THE UNION:**

 5/24/23  
\_\_\_\_\_  
Date  
Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

 5/24/23  
\_\_\_\_\_  
Date  
Jeremy Cabaccang  
Business Representative  
POPRA

 5/24/23  
\_\_\_\_\_  
Date  
Sarah Steele  
Senior Executive Analyst  
Office of Employee Relations

 5-24-23  
\_\_\_\_\_  
Date  
Avi Yotam  
Deputy Director  
Parks, Recreation & Neighborhood Services Dept



**2023 CITY OF SAN JOSE – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**CITY PROPOSAL TO POPRA - BILINGUAL PAY**

5.13 Bilingual Pay PT/FT. Eligible full-time employees shall be compensated at the rate of \$29.00 per biweekly pay period for each pay period. To be eligible for a bilingual pay premium pay, an employee must meet at least one of the eligibility criteria in 5.13.1 or 5.13.2 below.

Each department is responsible for ensuring that employees receiving a bilingual pay premium pay meet the requirements set forth herein.

Each full-time employee who meets the eligibility requirements shall be compensated for performing oral communication, sign language duties, or written and oral translation duties at the rate of sixty dollars (\$60) per biweekly pay period for each pay period actually worked.

Each part-time benefited employee who meets the eligibility requirements shall be compensated for performing oral communication, sign language duties, or written and oral translation duties at the rate of fifty dollars (\$50) per biweekly pay period for each pay period actually worked.

Each part-time unbenefited employee who meets the eligibility requirements shall be compensated for performing oral communication, sign language duties, or written and oral translation duties at the rate of fifty cents (\$0.50) per hour.

5.13.1 The employee is or was selectively certified for a position which has been approved by the Director of Human Resources, or designee, for selective certification based on bilingual ability and is currently assigned to such position, or

5.13.2 The duties currently assigned to an employee and/or currently being performed by an employee requires utilization of a non-English language on a regular basis.

5.13.3 Such employee must be certified as bilingual according to the current established procedure. Before changing the current procedure, the City agrees to provide advanced notice to the Union, pursuant to Article 9.

5.13.4 In the event an eligible employee is on a paid or unpaid leave of absence, for a period of one full pay period or more, the appropriate reduction in the above-mentioned compensation shall be made.

5.13.5 If an employee is denied bilingual pay under the requirements set forth in this article, the employee may appeal in writing to the Department Director, or designee, for reconsideration. If the employee is dissatisfied with the decision of the Department Director, or designee, the employee may apply in writing for reconsideration with the Director of Human Resources. The written decision of the Director of Human Resources shall be final, with no process for further appeal.



**2023 CITY OF SAN JOSE – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

5.13.6 If an employee who receives bilingual pay refuses to provide interpretation or translation services for which they are certified, the employee shall no longer be eligible to receive bilingual pay.

**2023 CITY OF SAN JOSE – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**CITY PROPOSAL TO POPRA – PARK RANGER FIELD TRAINING PAY**

Article 5.15 Park Ranger Field Training Pay. Effective the first full pay period in Fiscal Year 2023-2024, full-time sworn Park Rangers (2423) shall be eligible for an additional pay equal to approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in training of Park Ranger(s) during field training.

**2023 CITY OF SAN JOSE – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO POPRA – PAYMENT IN-LIEU OF HEALTH AND DENTAL INSURANCE**

5.6 Payment-in-lieu of Health and/or Dental Insurance Program. The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. The payment in lieu of health and/or dental insurance has a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). Effective as soon as practicable in Fiscal Year 2023-2024, following union ratification and Council approval in open session, the payment in lieu amount for employee only will be adjusted as provided in section 5.6.1.

5.6.1 Employees who qualify for and participate in the payment-in-lieu health and/or dental insurance program will receive the following per pay period:

Health Insurance Tier	Health-in-Lieu	Dental-in-Lieu
Employee	<del>\$89.09</del> <u>\$102.00</u>	\$6.65
Employee plus spouse/domestic partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.



**2023 CITY OF SAN JOSÉ – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**CITY PROPOSAL – CITY-PAID PARENTAL LEAVE**

City Proposed Language:

ARTICLE xx

City-Paid Parental Leave. Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, employees will be eligible for the Paid-Parental Leave Program which will be incorporated into the City's Administrative Policy Manual.

Effective the first full pay period in Fiscal Year 2023-2024 following union ratification and Council approval in open session, for eligible births, adoptions, or foster care placements, full-time employees will receive a maximum total of one-hundred sixty (160) hours of continuous paid time off and shall be eligible to use up to a maximum total of one-hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons.

**2023 CITY OF SAN JOSÉ – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**CITY PROPOSAL – OVERPAYMENTS OF COMPENSATION**

City Proposed Language:

**ARTICLE XX OVERPAYMENTS OF COMPENSATION**

When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s). Absent mutual agreement on a method of reimbursement within 30 days, the City shall proceed with recoupment via Payroll deductions over a number of pay periods equivalent to the term of overpayment, unless the maximum deduction per pay period is insufficient to repay the balance of the overpayment. In this case, the payments shall continue for as many pay periods is necessary to repay the balance of the overpayment. In no event shall amounts deducted from payment of salary or wages exceed 15% of the employee's net disposable earnings.

xx.x An employee who separates from City employment prior to full repayment of the amount owed to the City shall have any money owed to the City withheld from their final paycheck(s). If the amount of money owed upon separation is insufficient to provide full reimbursement to the City, the City shall have the right to exercise any and all other legal means to recover the additional amount owed.

2023 CITY OF SAN JOSE – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT

---

CITY PROPOSAL TO POPRA - HOUSEKEEPING FOR BEREAVEMENT LEAVE

ARTICLE 22 BEREAVEMENT LEAVE

22.1 Employees shall be entitled to use bereavement leave for up to five (5) days due to the death of a qualifying relative. The days of bereavement leave need not be consecutive.

Each full time or benefited part-time employee shall be granted bereavement leave with full pay for up to 40 work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee, employee's spouse or employee's domestic partner. Due to the employee's regular work schedule, if the five (5) day entitlement exceeds forty hours, employees may supplement the remaining time off using their accrued leave balances, including, but not limited to, sick leave. All leave must be used within ~~14 calendar days~~three (3) months following the death of an applicable relative. Under extreme circumstances, the ~~fourteen (14) day~~3-month requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations shall be final, with no process for further appeal.

- a) Parent/Step-Parent
- b) Child/Step-Child
- c) Spouse
- d) Brother/Sister/Step-Brother/Step-Sister/Half-Brother/Half-Sister
- e) Grandparent/ Step-Grandparent
- f) Great Grandparent/Step-Great Grandparent
- g) Grandchild
- h) Brother/sister/son/daughter in-law
- i) Domestic Partner

22.1.1 A domestic partner, as referenced in Section 22.1, must be registered with the Human Resources Department.

22.2 Anything herein above to the contrary notwithstanding, no such employee shall be granted-entitled to compensation for Bereavement Leave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such Bereavement Leave is required.



**2023 CITY OF SAN JOSE – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**CITY PROPOSAL TO POPRA - HOUSEKEEPING FOR SICK LEAVE**

**ARTICLE 19 SICK LEAVE**

19.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, illness in the immediate family as defined herein; or absence of an eligible female employee due to illness, injury or disability related to pregnancy or child-birth. Immediate family shall be limited to the eligible employee's mother, father, spouse, child or domestic partner registered with the Human Resources Department. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, ~~or stepchild~~, or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.

19.1.2.1 Accrued sick leave may also be utilized for job-related illness or injury in accordance with the provisions of Article 20 Disability Leave, Part 20.2 or if the employee is medically required to be absent from work between the date an examining physician determines the employee's condition to be "permanent and stationary" and the date the employee is so notified. Such accrued sick leave may not be utilized if the employee is otherwise entitled to temporary disability leave compensation for the above-referenced period of time. Accrued sick leave not to exceed three (3) working days may be granted at the discretion of the Director of Human Resources or designee, following the notification referred to above. Telephone notice or a notice mailed to the employee's last known address of record shall be determined notice to the employee.

19.1.2.2 Accrued sick leave not to exceed three (3) working days may be granted in circumstances where an alleged job-related illness or injury is involved, but the employee fails to provide medical verification of such job-related illness or injury.

19.1.2.3 Anything in this Article to the contrary notwithstanding, an employee who, pursuant to the provisions of Article 20 of this Agreement, has been receiving temporary disability leave compensation and who has received the maximum allowable amount of such compensation pursuant to Article 20, and who is entitled to Workers' Compensation temporary disability benefits, and has exhausted all other available paid leave shall be permitted to utilize accrued sick leave subject to the following restrictions: Sick Leave shall be utilized in fifteen (15) minute increments, but in no event shall an employee receive an amount, including any Workers' Compensation temporary disability compensation, in excess of such employee's regular base pay.

**2023 CITY OF SAN JOSE – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**CITY PROPOSAL TO POPRA - HOUSEKEEPING FOR SAFETY EQUIPMENT**

*The changes below are to incorporate the terms of the Side Letter Agreement dated August 5, 2021, and signed by POPRA on August 10, 2021, related to Safety Equipment.*

City Proposed Language:

**ARTICLE 5.12.3**

- 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.

**2023 CITY OF SAN JOSE – POPRA NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

**CITY PROPOSAL TO POPRA- HOUSEKEEPING FOR HOLIDAYS**

**ARTICLE 17 HOLIDAYS**

17.1 Except as otherwise provided, each employee who is on paid status before and after the holidays specified below shall be entitled to paid holiday leave on each of the following specified days, and on no other day, during the term of this Agreement:

New Year's Day  
Martin Luther King Day  
President's Day  
Cesar Chavez Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day

Columbus-Indigenous People Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day



## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
PEACE OFFICER PARK RANGER ASSOCIATION (POPRA)

### Hiring Incentive and Referral Bonus

*This program is currently in effect and this side letter extends the program.*

Hiring Incentive Pilot Program: Employees hired on or after the first full pay period after union ratification and approval by City Council, shall be eligible to receive a hiring incentive through the program outlined below.

The lump sum non-pensionable Hiring Incentive will be paid as follows:

<b>Park Ranger (2423)</b>	
<b>Timing</b>	<b>Hiring Incentive</b>
Upon Hire	\$1,500
Passing Probation	\$1,500
<b>Total</b>	<b>\$3,000</b>

The payment of the one-time, non-pensionable lump sum hiring incentive to new Park Ranger (2423) hires is contingent on the employee being continuously employed in the Park Ranger classification through their one (1) year anniversary of passing probation.

If an employee receives any portion or all of the one-time, non-pensionable lump sum hiring incentive, and separates from City employment or accepts another position within the City that is not within the Park Ranger class series prior to their one (1) year anniversary of passing probation in the Park Ranger series, the employee forfeits the one-time, non-pensionable lump sum hiring incentive and, to the extent permitted by law, will be required to reimburse the City for the entire amount of the hiring incentive they have received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such an agreement, the City shall deduct the hiring incentive amount from the employee's leave payouts. If the employee's leave payout amounts are not adequate to cover the entire amount of the hiring incentive, the City shall pursue the reimbursement of the bonus through any other lawful means, including the collection process.

POPRA Referral Bonus: Employees in classifications that are represented by POPRA shall be eligible for a referral bonus under the POPRA Referral Bonus Pilot Program. Employees must be currently employed in a POPRA represented position at the time of payment to receive the Referral Bonus.

Effective the first full pay period after this agreement has been ratified by union members and approved by City Council, current POPRA represented employees will receive a one-time non-pensionable lump sum Referral Bonus of \$3,750 for referring a new Park Ranger (2423) hire. The POPRA Referral Bonus shall be paid once the new employee passes probation in the Park Ranger classification.

An individual who is newly hired shall be allowed to disclose a maximum of one (1) referral. The applicant must provide the referrer's name on his or her application prior to submitting the application for consideration and certify that the referrer referred and/or assisted in recruiting them, and that the applicant will not receive any portion of the POPRA Referral Bonus provided to them.

Employees involved in the recruiting and/or or hiring of new Park Rangers (2423) are not eligible to receive the POPRA Referral Bonus.

The POPRA Referral Bonus shall be in lieu of the existing Citywide referral bonus of \$500 per referral.

This pilot program shall become effective on the first full pay period after union ratification and approval by City Council and shall expire on June 30, 2027. The City retains the ability to end the Hiring Incentive Pilot Program and/or the POPRA Referral Bonus Pilot Program at its sole discretion prior to June 30, 2027.

**FOR THE CITY:**

**FOR THE UNION:**

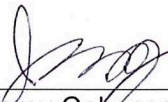


5/24/23

Jennifer Schembri

Date

Director of Employee Relations  
Director of Human Resources



5/24/23

Jeremy Cabaccang

Date

Business Representative  
POPRA

SIDE LETTER AGREEMENT  
 BETWEEN  
 THE CITY OF SAN JOSE  
 AND  
 PEACE OFFICER PARK RANGER ASSOCIATION (POPRA)

**Lateral Park Ranger Hiring Incentive Pilot Program**

Effective as soon as practicable, the City and the POPRA agree to the implementation of a Lateral Park Ranger Hiring Incentive Pilot Program. A lateral Park Ranger shall be defined as a Park Ranger who does not need to go through an academy as defined by the department.

Lateral Park Rangers (2423) hired on or after the implementation of the Lateral Park Ranger Hiring Incentive Pilot Program will be eligible for the following non-pensionable lump sum payments as specified in the table below:

<b>Park Ranger (2423)</b>	
<b>Timing</b>	<b>Hiring Incentive</b>
Upon Hire	\$3,000
Upon Completion of 6 months (1,040 hours)	\$3,000
Upon Passing Probation (2,080 hours)	\$4,000
<b>Total</b>	<b>\$10,000</b>

The payment of the one-time, non-pensionable lump sum hiring incentive to lateral Park Ranger is contingent on the employee being continuously employed in the Park Ranger classification through their one (1) year anniversary of passing probation.

If an employee receives any portion or all of the one-time, non-pensionable lump sum hiring incentive, and separates from City employment or accepts another position within the City that is not within the Park Ranger class series prior to their one (1) year anniversary of passing probation in the Park Ranger series, the employee forfeits the one-time, non-pensionable lump sum hiring incentive and, to the extent permitted by law, will be required to reimburse the City for the entire amount of the hiring incentive they have received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such an agreement, the City shall deduct the hiring incentive amount from the employee's leave payouts. If the employee's leave payout amounts are not adequate to cover the entire amount of the hiring incentive, the City shall pursue the reimbursement of the bonus through any other lawful means, including the collection process.

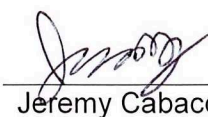
This pilot program shall become effective on the first full pay period after union ratification and approval by City Council and shall expire on June 30, 2027. The City retains the ability to end the Lateral Hiring Incentive Pilot at its sole discretion prior to June 30, 2027.

**FOR THE CITY:**

**FOR THE UNION:**

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

5/24/23  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Jeremy Cabaccang  
 Business Representative, POPRA

5/24/23  
 \_\_\_\_\_  
 Date



**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND  
PEACE OFFICER PARK RANGER ASSOCIATION (POPRA)

**Body Worn Camera Policy and Park Ranger Duty Manual**

The City and the Peace Officer Park Ranger Association (POPRA) agree the attached Body Worn Camera Policy will be incorporated into the duty manual for Park Rangers and Senior Park Rangers.

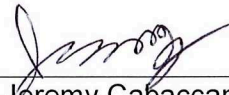
The City and POPRA further agree to continue discussions to update the duty manual for Park Rangers and Senior Park Rangers, including any further discussions on body worn cameras.

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

**FOR THE CITY:**

**FOR THE UNION:**

 5/24/23  
Date  
Jennifer Schembri  
Director of Employee Relations  
Director of Human Resources

 5/24/23  
Date  
Jeremy Cabaccang  
Business Representative  
POPRA

## **San Jose Park Ranger Body Worn Camera Policy FINAL DRAFT**

### **DEFINITIONS**

#### **DEPARTMENT-ISSUED BODY WORN CAMERAS**

A Department-issued body worn camera (BWC) is a camera worn on an individual Park Ranger's person that records and stores audio and video. The use of the BWC system provides documentary evidence for park patrol, protection, and enforcement of state and municipal laws and park rules and regulations, including, but not limited to, issuing citations, making arrests and performing parking control activities and interactions with park visitors except as otherwise noted.

### **DEFINITIONS**

**Power On / Off** – The process of powering on or off the recording device. This merely turns the BWC on or off and does not refer to recording. When powered on, the BWC is in buffering mode and capturing only 30 seconds of video but does not save the recording to memory unless the camera is activated.

**Recording on / Activating** – The process of recording video and/or audio to memory on the device.

**Recording off / Deactivating** – The process of stopping the recording. This discontinues the recording being saved to memory on the device but does not prevent the device from buffering.

#### **BODY WORN CAMERAS-GENERAL PROVISIONS**

The Department adopts the use of BWCs to record interactions between Park Rangers and the public. Park Rangers shall utilize BWCs in accordance with the provisions of this policy.

### **USER TRAINING**

The Department shall ensure that each Park Ranger is trained in the use of the BWC prior to issuance and deployment. The training shall include:

1. Training on operation (including when to activate and deactivate), maintenance and care;
2. Training on mandatory, discretionary, and non-permissible uses of body worn cameras;
3. Periodic training on significant changes in the law pertaining to body worn cameras;
4. Additional training at periodic intervals to ensure continued effective use of the body worn camera equipment, performance, and to incorporate changes, updates or other revisions in policies and equipment.

### **PARK RANGER RESPONSIBILITIES**

Every Park Ranger assigned a BWC is responsible for ensuring that they are equipped with a Department-issued BWC and that the camera is fully charged and in good working order at the beginning of their shift. If a device is in need of repair, Park Rangers will notify their supervisor

and turn the BWC into the Supervising Park Ranger for repair or replacement. Actual time spent testing or reporting damage to a BWC shall be regarded as time worked.

**Note:** This section is inclusive of all uniform types including Bicycle Patrol, ATV Patrol, and Boat Patrol.

Park Rangers should wear the BWC on their uniform at a location that will facilitate an optimum recording field of view. This location may vary from Park Ranger to Park Ranger based upon their specific uniform and body composition.

Park Rangers will 'power on' the BWC before going into service and keep it powered on for the remainder of their shift, with the exception of bathroom breaks or those times when a Park Ranger is entering a Department changing room. Outside of these two exceptions, the Park Ranger will only 'power off' their BWC at the conclusion of their shift prior to placing it in a docking station to upload.

**Note:** Exceptions to this rule are certain incidents referenced in the Procedures Related to Viewing BWC Footage Prior to Making Statements section of this policy. Also, during a technical rescue where the presence of the BWC may pose a risk to the Park Ranger or other rescue personnel.

Park Rangers shall not deliberately remove, dismantle or tamper with any hardware, video evidence, and/or the evidence management software component of the BWC.

Each Park Ranger is responsible for ensuring that their assigned BWC is uploaded during their shift as needed or at the completion of their shift, or at any time the device's memory is deemed to be full. Actual time spent uploading the BWC files at the completion of a Park Ranger's shift shall be considered booking evidence and regarded as time worked. Exceptions to the requirement that BWC files are uploaded during a Park Ranger's shift or at the completion of their shift may be granted based on special circumstances such as a Park Ranger working a uniformed special event on a regularly-scheduled day off, and in those circumstances the Park Ranger should ensure their assigned BWC files are uploaded at the start of their next shift. Park Rangers should coordinate with their supervisor for these special circumstances.

Media captured via the BWC shall only be uploaded to Department-approved secure storage.

## **SUPERVISOR RESPONSIBILITIES**

Supervisors shall utilize their BWC and ensure that Park Rangers utilize the BWC according to these policy guidelines.

Supervisors shall ensure videos related to any incidents referenced in the Procedures Related to Viewing BWC Footage Prior to Making Statements section of this policy are uploaded as soon as possible following the event or as requested by a supervisor.

Senior Park Rangers may review video captured by a Park Ranger's BWC. At no time, except at the direction of the Director or designee, shall the supervisor [Supervising Park Ranger] allow a citizen to view the footage.

In those circumstances where a concern is addressed with no further action required, Senior Park Ranger shall note the incident in the CAD event and submit a memorandum to the Supervising Park Ranger.



## **WHEN TO ACTIVATE**

The safety of Park Rangers and members of the public is the highest priority and Park Rangers shall turn on their BWC at the beginning of their shift and activate their BWC for all public contacts except as described in the Deactivate section of this policy.

During their shift, Park Rangers shall activate the BWC prior to initiating, or due to safety reasons, as soon as practical after initiating, the following actions:

1. All encounters where there is at least reasonable suspicion the person(s) has committed, is committing, or may be involved in an activity in violation of Federal, State, or Municipal rules and regulations.
2. While enroute, and prior to arrival, to a call for service (regardless if the suspect, victim, or witness is present at the scene).
3. Taking or attempting to detain a person or take a person into custody.
4. Enforcement encounters where there is reason to believe that the individual is committing a violation for which a citation may be issued.
5. All incidents involving the use of force.
6. All public interactions, regardless of context, that escalates and becomes adversarial.
7. Suspect statements.
8. Witness/Victim statements with exceptions detailed in the "Victim and Witness Statements" section of this document.
9. Administrative vehicle stops where appropriate within City parks.

## **WHEN TO DEACTIVATE**

As a general rule, BWC recordings shall not be intentionally deactivated until the conclusion of the Park Ranger's public contact, except for reasons as provided below.

Anytime the recording is deactivated prematurely, the reason(s) should be documented both on the BWC recording before deactivation and in the appropriate report. If no report is filed for the recorded encounter, then the reason(s) for the early deactivation should be recorded on the citation, CAD event, or other appropriate report.

Park Rangers must deactivate their BWCs in the following situations:

1. During routine, incidental contact with a citizen, (i.e., giving directions or lunch breaks) unless the incident becomes adversarial or otherwise triggers a reason to activate (see "When to Activate" section of this document).
2. When in public or private locker rooms, changing rooms, or restrooms, unless responding to an incident.
3. During briefings or the discussion of safety and security procedures.
4. While actively engaged in wildland fire fighting activities with no expectation of public contact or enforcement activities.
5. During scheduled interpretive programs with prior supervisor's approval.
6. When conducting purely maintenance or resource management assignments with no expectation of public contact or enforcement activities.

7. While Park Rangers are engaged in conversations with individuals with whom the Park Ranger is in a privileged relationship (e.g. spouse, attorney, labor representative, minister, etc.).

**Note:** A privileged conversation does not include a conversation with another Park Ranger or supervisor while still actively engaged in a call for service, investigation, or enforcement encounter.

8. When entering the Santa Clara County Main Jail's main facility.
9. When entering medical facilities.
10. When in a courtroom that is in session.
11. When engaging in trainings other than formal Field Training such as non-field training, refresher training, baton training, CIT, or other classroom training.

## **ADVISEMENTS AND CONSENT**

Generally, Park Rangers are **not** required to advise or obtain consent to utilize the BWC from a private person when in a public place such as a City park.

However, when initiating contact with members of the public, Park Rangers **shall make a reasonable effort** to advise persons they are being recorded with the BWC, unless the Park Ranger has reason to believe that doing so will endanger the safety of the Park Ranger, another Park Ranger, a member of the public, or will interfere with the performance of their duties.

When a Park Ranger's grounds for a search is based solely on an individual's **consent**, they are required to both advise **and** obtain consent to record with a BWC from the person who is authorized to grant consent and is being recorded and/or searched. This does not apply to crimes in progress or other circumstances that would allow the Park Ranger to be lawfully present without a warrant.

## **VICTIM AND WITNESS STATEMENTS**

When conducting an investigation, the Park Ranger shall attempt to record the victim or witness statement with the BWC. The recording may be valuable evidence that contributes to or complements an investigation. While evidence collection is important, the Department also recognizes it is important for Park Rangers to maintain credibility with people wanting to share information.

Should a Park Ranger encounter a reluctant victim or witness who does not wish to make a statement on camera, the Park Ranger shall use discretion and not record the victim or witness statement with the BWC, but document on camera the reason for not fully recording the statement with the BWC. The BWC should be reactivated as soon as practicable after the victim or witness statement is provided.

## **UNAUTHORIZED ACCESS AND USE**

All BWC recordings shall remain the property of the Department and constitute official records of investigation of the Department.

Unauthorized access to, use, duplication, and/or distribution of BWC files is prohibited. Park Rangers shall not make copies of any BWC file for their personal use and are prohibited from using a recording device such as a phone camera or secondary video camera to record BWC files.



The BWC shall not be used to record:

1. Encounters not directly related to official activities in the performance of Park Ranger duties.
2. Performance of non-enforcement functions or administrative duties within a department facility.

Personally owned BWCs shall not be used while on duty.

**Note:** All activity related to BWC video files are automatically tracked in the evidence management system's audit trail. This information includes: the person accessing the file(s), the date and time of access, the activity that was performed, and the specific IP address from which the file(s) were accessed.

### **ACCIDENTAL RECORDINGS**

In the event of an accidental activation of the BWC where the resulting recording is of no investigative or evidentiary value, the recording Park Ranger may request that the BWC video be deleted. The Park Ranger will submit a request for deletion via email, with sufficient information to locate the BWC file, to their direct supervisor.

The email will be forwarded through the Park Ranger's chain of command to their Supervising Park Ranger. The receiving Supervising Park Ranger shall review the file and approve or deny the request. The Supervising Park Ranger will ensure the file(s) is not associated with a public contact or CAD event. No files associated with an official Park Ranger contact, CAD event, or any pending litigation or complaint are eligible for deletion.

Should the Supervising Park Ranger approve the request, they will send an email to the Deputy Director – Parks Division with the reason for the deletion, including the authorizing authority. Only Supervising Park Rangers, with the approval of the Deputy Director – Parks Division shall delete the files. The reason for the deletion, including the authorizing authority, will be documented in the notes of the videos. These notes are retained by the evidence management system's audit trail. Deletions and requests for deletion are tracked by the Supervising Park Rangers' Office.

Park Rangers will not request deletion of BWC files that are not the result of an accident. Should the Park Ranger knowingly or unknowingly record something of a confidential nature, the Park Ranger will do the following:

- Place an electronic Marker within the video (via the BWC's Function Button) or within Evidence.com after uploading the video, AND
- Change the title of the video file(s) to "SENSITIVE/CONFIDENTIAL." This will indicate to the Supervising Park Ranger that the file(s) contains something of a sensitive nature. In these situations, further discussion between the Park Ranger and the Supervising Park Rangers Office may be required for coordination.
- Park Rangers are also encouraged to provide additional information in Evidence.com as to the sensitive or confidential nature of the video by adding notes within the video file. This will assist the Supervising Park Ranger with proper identification of the sensitive/confidential evidence.



## **DOCUMENTING USE OF THE BODY WORN CAMERA**

Park Rangers should not substitute a BWC recording for a detailed and thorough report. Park Rangers should continue to prepare reports as outlined in Department policy.

If a Park Ranger is required to write a report or citation, the Park Ranger will also document in the report or citation the fact that a BWC was used to record the incident. If the BWC was not activated as per policy, the Park Ranger shall document in the report or citation the reason and/or justification for not activating their camera. Park Rangers shall advise Dispatch if the BWC was activated or not activated when clearing a call for service.

## **REVIEW OF BODY WORN CAMERA FILES**

All BWC video file viewing and sharing is for City business use only. Department personnel may review BWC files according to the provisions of this policy and are reminded that all activity related to BWC video files are automatically tracked in the evidence management system's audit trail. This information includes: the person accessing the file(s), the date and time of access, the activity that was performed, and the specific IP address from which the file(s) were accessed.

A Park Ranger may review BWC files, including those of other Park Rangers, in the following instances:

1. For the purposes of completing investigations and preparing accurate official reports with the exception of making statements following certain incidents. See Procedures Related to Viewing BWC Footage Prior to Making Statements.
2. Prior to courtroom testimony or for courtroom presentations, or as part of preparation by the San Jose City Attorney's Office for litigation in which a Park Ranger is a party or a witness and the City Attorney's Office is representing the City and/or Park Rangers who are parties to the litigation.
3. For potential training purposes as referred to in the Training with Body Worn Camera Files section below.
4. For preparation of a personnel investigation interview, including review with a Park Ranger representative, outside the presence of any investigator or supervisor.
5. For other reasons as specified with the permission of the Director or designee.

**Exception:** Department members identified as Administrative Users may access BWC files from a computer or device outside of the Department for the purpose of completing administrative tasks, such as locking or unlocking users, etc.

## **PROCEDURES RELATED TO VIEWING BODY WORN CAMERA FILES PRIOR TO MAKING STATEMENTS**

The Department recognizes that the video images recorded on the BWC are two dimensional and cannot always capture the entire scene due to a number of limiting factors. The BWC file(s) should be considered as just one piece of evidence collected from a scene or incident and not a singularly-inclusive piece of evidence.

Following a use of force that causes, or is reasonably expected to cause great bodily harm, substantial bodily harm, loss of consciousness, or death that requires a Park Ranger to make a statement related to that incident, Park Rangers and their representative(s) **shall not** view their

BWC video, or any video capturing their image or the incident on any device, prior to making an initial statement. Use of force is defined in the San Jose Park Ranger Policy Manual Section 300.

In situations where the San Jose Police Department is charged with the investigation and collection of evidence, the Department will release all involved Park Ranger BWCs to the San Jose Police Department. The San Jose Police Department will be responsible for ensuring the BWC file is uploaded on the Department's system.

## **ADMINISTRATIVE REVIEW OF BODY WORN CAMERA FILES**

The Department may review BWC files at any time and address any policy violations committed by Park Rangers upon discovery by the Department.

Supervisors and other investigators may access BWC files for administrative investigations.

Supervisors should, on a reasonable basis, review BWC files to ensure that BWC equipment is functioning properly and Park Rangers are adhering to the requirements of this policy.

Supervisors who inadvertently discover policy violations will have discretion to resolve the violation with training or informal counseling. Should the policy violation rise to the level of more formal discipline, the supervisor will articulate the reason for expanding the scope of investigation to the Supervising Park Ranger and adhere to policies set forth in City policy.

**Exception:** Senior Park Rangers and the Supervising Park Ranger may view BWC files to evaluate the performance of a recruit Park Ranger.

## **TRAINING WITH BODY WORN CAMERA FILES**

A BWC file may be utilized as a training tool for individuals, specific units, and the Department as a whole. Department members recommending utilization of a BWC file for training purposes will submit the recommendation to their supervisor for approval and contact the Supervising Park Ranger for assistance as needed.

**Exception:** Senior Park Rangers may use BWC files to provide immediate training to recruits and to assist with the completion of the Daily Observation Report (DOR).



## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
PEACE OFFICER PARK RANGER ASSOCIATION (POPRA)

### Implementation of PERB Settlement Agreement

Effective July 2, 2019, Park Rangers were granted formal recognition as a separate bargaining unit pursuant to a Public Employee Relations Board (PERB) Settlement Agreement dated May 2, 2019 to represent full-time Senior Park Rangers and full-time Park Rangers. This became effective September 29, 2019.

Further, the parties mutually agreed to the following classification structure changes pursuant to the PERB Settlement Agreement:

Current Structure		→	Future Structure	
FT Classification	PT Classification		FT Classification	PT Classification
Park Ranger FT (POPRA)	N/A		Park Ranger FT (POPRA)	Park Ranger PT (POPRA)
N/A	Park Ranger PT (OE#3)		Park Ranger Assistant FT (POPRA)	<i>Retitled to:</i> Park Ranger Assistant PT (POPRA)

To ensure the appropriate differential between Park Rangers (sworn) and Park Ranger Assistants (non-sworn), effective the first full pay period in Fiscal Year 2023-2024 following union ratification and approval by City Council, the salary ranges for Park Ranger and Senior Park Ranger will be as follows:

Classification	Pensionable Min. Hourly Rate	Pensionable Max. Hourly Rate
Park Ranger Assistant	\$36.08	\$43.98
Park Ranger (FT/PT)	\$36.26	\$44.19
Senior Park Ranger	\$39.89	\$48.62

The ranges listed above do not include any other items contained in the tentative agreement.

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

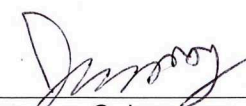
**FOR THE CITY:**

**FOR THE UNION:**

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

5/24/23

Date

  
 \_\_\_\_\_  
 Jeremy Cabaccang  
 Business Representative  
 POPRA

5/24/23

Date



**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND  
PEACE OFFICER PARK RANGER ASSOCIATION (POPRA)

**Unit Designation of Park Ranger Assistants**

The City and the Peace Officer Park Ranger Association (POPRA) agree the City will initiate a Unit Designation process to move the Park Ranger Assistant classification currently represented by International Union Operating Engineers, Local No. 3 (OE#3) to the Peace Officer Park Ranger Association (POPRA).

The City and POPRA further agree to continue discussions to incorporate language applicable to part-time employees from the OE#3 Memorandum of Agreement (MOA) to the POPRA MOA. The parties further agree that the Park Ranger Assistant classification will not be eligible for the 5% non-pensionable compensation or the Crisis Intervention Training (CIT) premium pay.

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

**FOR THE CITY:**

**FOR THE UNION:**

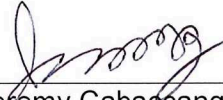


5/24/23

\_\_\_\_\_  
Jennifer Schembri

\_\_\_\_\_  
Date

Director of Employee Relations  
Director of Human Resources



5/24/23

\_\_\_\_\_  
Jeremy Cabaccang

\_\_\_\_\_  
Date

Business Representative  
POPRA

**SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND  
PEACE OFFICER PARK RANGER ASSOCIATION (POPRA)

**Apprenticeship Program for Park Rangers**

The City and the Peace Officer Park Ranger Association (POPRA) agree to continue discussions to establish an Apprenticeship Program for Park Rangers. The parties agree that any discussions regarding the apprenticeship program will be concluded by June 30, 2024, unless mutually agreed to extend.

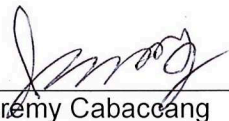
This Agreement shall be considered part of the tentative agreement for a successor MOA between the parties. This agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by POPRA and approved by the City Council.

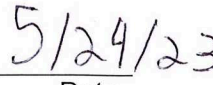
**FOR THE CITY:**

**FOR THE UNION:**

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeremy Cabaccang  
Business Representative  
POPRA

  
\_\_\_\_\_  
Date

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
PEACE OFFICER PARK RANGER ASSOCIATION (POPRA)

### LUNAR NEW YEAR

The City and POPRA agree that the following will become effective as soon as practicable once this can be implemented for all City employees:

Lunar New Year shall be observed in accordance with the State of California's holiday schedule and New Year's Eve Day shall no longer be a City-observed holiday. The following changes will also be implemented at the time the holiday change is implemented:

18.4 Personal Leave. ~~Effective the first pay period of each payroll year~~ Each full-time employee shall be entitled to an additional eight (8) hours of personal leave hours which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. ~~each~~ Each full time employee shall be entitled to a maximum of ~~twenty four (24) thirty-wo (32)~~ hours of personal leave per 26 pay period cycle. Such leave may be scheduled in fifteen (15) minute increments, at any time, subject to approval of the supervisor. Personal leave is not accrued. Any such leave not taken by the date of termination for employees terminating during the year, or by the end of the last pay period in the calendar year for other employees shall not be paid out nor carried over to subsequent years. Under no circumstances, such as promotion, transfer, and/or rehire, shall an employee receive more than twenty four (24) hours of Personal Leave in any given calendar year.

18.4.1 First Year of Employment. An employee hired after July 1 shall be provided a maximum of ~~twelve (12)~~ sixteen (16) hours of personal leave in the first calendar year of employment.

18.4.2 Effective the first pay period of payroll calendar year 2024, an employee who is promoted or demoted into a POPRA-represented classification will have the number of Personal Leave hours they receive upon promotion or demotion reduced on an hour-for-hour basis based on their usage of Personal Leave and/or Executive Leave within the same payroll calendar year.

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

FOR THE CITY:

FOR THE UNION:

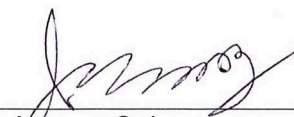


Jennifer Schembri

Director of Employee Relations  
Director of Human Resources

5/24/23

Date



Jeremy Cabaccang

Business Representative  
POPRA

5/24/23

Date