



# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Aram Kouyoumdjian

**SUBJECT:** See Below

**DATE:** September 11, 2025

Approved

Date:

9/18/2025

**COUNCIL DISTRICT:** Citywide

**SUBJECT:** Approval of the Terms of an Agreement with the San José Police Officers' Association for the Term of July 1, 2025 through September 30, 2028

## **RECOMMENDATION**

Adopt a resolution approving the terms of a collective bargaining agreement between the City of San José and the San José Police Officers' Association for the term of July 1, 2025, through September 30, 2028, and authorizing the City Manager, or her designee, to execute the agreement with those terms.

## **SUMMARY AND OUTCOME**

Adoption of the resolution and authorization to execute an agreement would result in a collective bargaining agreement between the City of San José (City) and the San José Police Officers' Association (SJPOA) and authorize the City Manager, or her designee, to execute an agreement with a term of July 1, 2025, through September 30, 2028.

## **BACKGROUND**

The City's collective bargaining agreement with the SJPOA expired on June 30, 2025. The SJPOA currently represents approximately 1,166 full-time-equivalent positions, including the classifications of Police Officer, Police Sergeant, Police Lieutenant, and Police Captain in the San José Police Department (SJPd).

In April 2025, negotiations with the SJPOA on a successor agreement commenced, and on September 4, 2025, the City and the SJPOA reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement between the City and the SJPOA.

The Tentative Agreement on a successor Memorandum of Agreement has been ratified by the SJPOA membership.

## **ANALYSIS**

A complete copy of the Tentative Agreement is attached. The following is a summary of key provisions of the Tentative Agreement.

**Term** July 1, 2025 through September 30, 2028

**Pensionable  
General Wage  
Increase**

Fiscal Year 2025-2026

7.00% general wage increase effective September 28, 2025, all salary ranges for employees holding positions in classifications assigned to the SJPOA shall be increased by 7.00%. This will result in both the top and bottom step of the pay range being increased by approximately 7.00%.

Fiscal Year 2026-2027

5.00% general wage increase effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to the SJPOA shall be increased by approximately 5.00%. This will result in both the top and bottom step of the pay range being increased by approximately 5.00%.

Fiscal Year 2027-2028 and First Quarter of Fiscal Year 2028-2029 (July 1, 2028 – September 30, 2028)

3.00% general wage increase effective the first full pay period of Fiscal Year 2027-2028, all salary ranges for employees holding positions in classifications assigned to the SJPOA shall be increased by approximately 3.00%. This will result in both the top and bottom step of the pay range being increased by approximately 3.00%.

Fiscal Year 2028-2029

The SJPOA agreed that any general wage increase negotiated for Fiscal Year 2028-2029 will exclude the period of July 1, 2028 to September 30, 2028 and will pertain solely to the period

between October 1, 2028 and June 30, 2029. The SJPOA further agreed to forgo any claim of a "credit" toward – or prorated enhancement of – any general wage increase for Fiscal Year 2028-2029 due to the extension of the July 2027 general wage increase through September 30, 2028.

## **Longevity Pay**

### Fiscal Year 2026-2027

Effective the first full pay period of fiscal year 2026-2027, an employee who has completed eight (8) years of service with the City of San José in one or more classifications assigned to the Association shall be eligible to receive an ongoing non-pensionable Longevity Pay equivalent to approximately 1.00% of their base salary.

### Fiscal Year 2027-2028

Effective the first full pay period of fiscal year 2027-2028, the ongoing non-pensionable Longevity Pay shall be increased by 1.75% to a total of 2.75% of the employee's base salary.

### Fiscal Year 2028-2029

Effective the first full pay period of fiscal year 2028-2029, the ongoing non-pensionable Longevity Pay shall be increased by 1.25% to a total of 4.00% of the employee's base salary.

- If an employee has twenty (20) or more years of service with the City of San José in one or more classifications assigned to the Association, this 1.25% shall be pensionable. For employees with twenty (20) or more years of service with the City of San José, this 1.25% shall be pensionable as of the first full pay period of fiscal year 2028-2029. Thereafter, for employees who complete twenty (20) years of service in classifications assigned to the Association, Longevity Pay shall become pensionable during the last full pay period of the fiscal year in which twenty (20) years of service were completed – regardless of when during the course of that fiscal year a newly-eligible employee completed the requisite twenty (20) years of service.

Credit for previous sworn public service shall be given for completed years of sworn service as a full-time benefitted employee. 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.

**Crisis  
Intervention  
Training Pay**

Effective the last full pay period of Fiscal Year 2027-2028 and each fiscal year thereafter, the Crisis Intervention Training Pay shall become pensionable for employees who have completed twenty (20) years of service in classifications assigned to the Association.

For employees who complete twenty (20) years of service in classifications assigned to the Association, the Crisis Intervention Training Pay shall become pensionable during the last full pay period of the fiscal year in which twenty (20) years of service were completed – regardless of when during the course of that fiscal year a newly-eligible employee completed the requisite twenty (20) years of service.

Credit for previous sworn public service shall be given for completed years of sworn service as a full-time benefitted employee. If an employee worked at a public service agency on a part-time benefitted basis, completed years will be based on the completion of 2,080 hours.

**Side Letter - Tier 2  
Evaluation**

Prior to July 1, 2026 the parties shall convene to begin work toward developing a potential Tier 2 framework that considers:

- A career path that encourages long-term service in San José;
- Retirement benefits that take into account the structure of retirement benefits in peer jurisdictions; and,
- Sustainability for the retirement system and the City's fiscal obligations.

To support this effort, the City and the POA shall:

1. Identify and evaluate potential modifications to the Tier 2 system, which may include but are not limited to such possibilities as:
  - o Introducing a hybrid-defined benefit/defined contribution model;
  - o Modifying retirement age or service thresholds;
  - o Adjusting the pension formula;
  - o Considering a new Tier 3 designed for future hires that would meet each party's needs.
2. Retain an independent actuary, selected by mutual agreement, to develop cost estimates and financial modeling of any proposed modifications. The City agrees to pay for the cost of an actuary to evaluate up to 3

mutually agreed upon different models/options. The cost to develop cost estimates and financial modeling of any further models/options shall be shared equally between the parties, unless agreed otherwise.

3. If appropriate, retain mutually agreed upon retirement benefit experts to advise on plan design, peer benchmarking, and long-term sustainability. The costs of such expert(s) shall be shared equally between the parties.
4. Meet at regular intervals to review findings, evaluate design alternatives, and consider pathways to implementation consistent with applicable City Charter requirements.

The parties agree that no promises, representations, understandings or warranties have been made or relied upon by any party other than those that are expressly contained herein. The parties further agree that any agreed upon modifications to the current Tier 2 system will be subject to approval by the City Council, ratification by SJPOA membership and potential voter approval.

### **Compensatory Time**

Effective Fiscal Year 2025-2026, and every Fiscal Year thereafter, every employee who has a compensatory time balance of 200 or more hours on July 1 of the fiscal year must use at least forty (40) hours of compensatory time by the last pay period of March of each fiscal year. (For the current fiscal year, the compensatory time balance of 200 or more hours will be assessed upon approval of this agreement by City Council.) Employees who are military reservists shall be exempted from this Section.

If an employee has not used at least forty (40) hours of compensatory time as paid leave by the last pay period of March in a given Fiscal Year, the Department can require the employee to immediately take time off to reduce their outstanding amount of accrued compensatory time off by forty (40) hours in each Fiscal Year.

#### Fiscal Year 2026-2027

Effective the first full pay period of Fiscal Year 2026-2027, a new compensatory time cap of 440 hours will be effectuated.

Employees with compensatory time balances in excess of this

new compensatory time cap shall have those excess hours paid out in cash.

Fiscal Year 2027-2028

Within Fiscal Year 2027-2028, the City, at its sole discretion, shall have the option to further reduce the compensatory time cap by up to an additional 40 hours. If the City elects to reduce the compensatory time cap, employees with compensatory time balances in excess of the new compensatory time cap shall have those hours paid out in cash.

Fiscal Year 2028-2029

Within Fiscal Year 2028-2029, the City, at its sole discretion, shall have the option to further reduce the compensatory time cap by up to an additional 40 hours. If the City elects to reduce the compensatory time cap, employees with compensatory time balances in excess of the new compensatory time cap shall have those hours paid out in cash.

**MERGE/TNU and  
SNIPER  
Grievance  
Settlement**

In resolution of a grievance filed on January 17, 2024, including any claims related to retroactivity, the City and the SJPOA agree that effective September 28, 2025, employees in the classification of Police Officer, Police Sergeant, and Police Lieutenant who are collaterally assigned to the Mobile Emergency Response Group and Equipment Unit (MERGE) as either an employee in the Tactical Negotiations Unit (TNU) or as a Sniper, shall be paid a non-pensionable 5% premium pay each biweekly period of such collateral assignment. The non-pensionable 5% premium pay is in lieu of any Standby Duty Pay.

The SJPOA acknowledges that the non-pensionable 5% premium pay currently received by employees in MERGE is in lieu of Standby Duty Pay.

The SJPOA waives any and all claims for Standby Duty Pay for employees in MERGE/TNU or employees who are Snipers.

The City shall pay a one-time, lump sum payment of \$400,000 to be distributed to employees who have been on standby as either an employee in the TNU or as a Sniper between the date of the grievance and the effective date of the settlement.

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Standby Pay</b>                                        | Effective the Police Department's November 2025 shift change, any employee assigned to perform standby duty in accordance with this article, due to a new assignment or change in assignment, shall be credited with two (2) hours compensation at the 1.0 rate for such standby duty performed on a regularly assigned workday and three (3) hours compensation at the 1.0 rate for such standby duty assigned on regularly scheduled days off. Such compensation shall be provided as set forth in Section 13.6 of this Article.                                                                                                                                                                                                                                                    |
| <b>Labor Management Meetings</b>                          | A labor-management meeting between the SJPD and the SJPOA shall be held on a monthly basis. The labor-management meeting shall consider and discuss broadly matters of mutual concern pertaining to the improvement of the Department and the welfare of its employees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Side Letter – Police Department Operational Issues</b> | The City and the SJPOA agree to monthly meetings from September 2025 to February 2026, to discuss operational issues, including, but not limited to, an overtime staffing plan, redistricting and workload equalization, schedules and bidding, strategies to reduce overtime, police reform issues, the SJPD's early intervention system, and calls for service.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Side Letter - Union Release Time</b>                   | An additional 0.5 position for the SJPOA's Sergeant-at-Arms shall be allocated to the SJPOA through February 2026 to coincide with the Side Letter agreed to by the parties related to SJPD Operational Meetings. This Side Letter Agreement will expire on March 1, 2026. Under no circumstances shall this Side Letter continue unless mutually agreed to by the parties.                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Disciplinary Arbitrations</b>                          | <p>For disciplinary matters, the City and the SJPOA shall each select two arbitrators from a list of arbitrators who are registered with the California State Mediation and Conciliation Service.</p> <p>Discovery will be allowed only in cases where the proposed discipline is termination. In such cases, reasonable written discovery as determined by the arbitrator is permissible. Depositions will be limited to a maximum of three noticed/taken by the Association and three depositions noticed/taken by the City. The City may not depose the subject officer as part of the grievance arbitration procedure. Each deposition shall not exceed three hours in duration. Each deposition can only be recorded stenographically and cannot be audio or video recorded.</p> |

No remedy or award in favor of the employee shall include payment for overtime not in fact worked by the employee.

Each party shall be responsible for its own legal fees and costs, including without limitation, attorney's fees, costs, and expenses.

**Side Letter -  
Custody Transfer  
Officer  
Classification**

The City and the SJPOA agree that the Custody Transport Officer Classification shall assume the duties of transporting, booking, and monitoring arrestees under the general supervision of a Police Lieutenant.

**Side Letter -  
Lateral Police  
Officer Hiring  
Incentive Pilot  
Program**

Lateral Police Officers (2215) will be eligible for the following non-pensionable lump sum payments as specified in the table below:

| <b>Police Officer (2215)</b> |                         |
|------------------------------|-------------------------|
| <b>Timing</b>                | <b>Hiring Incentive</b> |
| Upon Hire                    | \$5,000                 |
| Upon Completion of 6 months  | \$5,000                 |
| Upon Passing Probation       | \$10,000                |
| <b>Total</b>                 | <b>\$20,000</b>         |

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

State Troopers and Federal Police Officers will be eligible for a \$10,000 one-time non-pensionable payment upon passing probation (2,080 hours).

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 Police Officer class series prior to their one (1) year anniversary of passing probation in the Police Officer 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.

**Health-In-Lieu**

Effective September 28, 2025, employees who qualify for and participate in the payment-in-lieu of health insurance program will receive \$102.00 (currently \$89.09) per pay period for single rate.

**Secondary  
Employment  
Insurance  
Program – Officer  
Contribution Rate**

The Officer contribution rate for the Secondary Employment Law Enforcement Professional Liability Insurance Program shall be increased from \$110 to \$200.

**Other Side Letters**

The parties agree to continue discussions related to the following issues:

- Impacts of 2-Officer Car Assignments for Patrol beyond the Western Division
- Impacts of District-wide Dispatching for Patrol beyond the Western Division

**EVALUATION AND FOLLOW-UP**

No further follow-up action with the City Council is expected at this time.

**COST SUMMARY/IMPLICATIONS**

In 2025-2026, the increased cost of the 7.00% general wage increase effective September 28, 2025, and without retroactivity, is approximately \$13.7 million in the General Fund (prorated from the annual ongoing cost of approximately \$18.7 million). The increased cost of Health-in-Lieu is approximately \$10,000 ongoing in the General Fund. The total increased costs in 2025-2026 will be offset by a recommended decrease to the Salaries and Benefits Reserve as part of the budget actions for City Council consideration as part of the 2025-2026 Mid-Year Budget Review. These costs are not inclusive of any potential increase to the Police and Fire Department Retirement Plan's unfunded liability that may occur because this pensionable wage increase exceeds the actuarial assumptions of the Police and Fire Board. The ongoing costs will be factored into the annual development of the Base Budget.

The expected ongoing savings of the reduction of the Standby Pay rate from 1.5x to 1.0x is approximately \$0.9 million ongoing in the General Fund and is anticipated to be fully realized over a period of roughly three fiscal years. The anticipated savings of the increased employee contribution toward secondary employment liability insurance is approximately \$50,000 ongoing in the General Fund.

In 2026-2027, the increased cost of the 5.00% general wage increase is approximately \$14.3 million ongoing in the General Fund. The increased cost due to the Longevity Pay in Fiscal Year 2026-2027 is approximately \$1.4 million ongoing in the General Fund. The one-time buydown of compensatory time to the new cap of 440 hours is anticipated to be approximately \$1.9 million in the General Fund. The ongoing costs will be factored into the annual development of the Base Budget.

In 2027-2028, the increased cost of the 3.00% general wage increase is approximately \$9.0 million ongoing in the General Fund. The increased cost due to the increased Longevity Pay and the conversion of non-pensionable to pensionable for the Crisis Intervention Training pay for employees with 20 or more years of service in Fiscal Year 2027-2028 is approximately \$3.9 million ongoing in the General Fund. The ongoing costs will be factored into the annual development of the Base Budget.

In 2028-2029, the increased cost due to the increased Longevity Pay and the conversion of non-pensionable to pensionable for a portion of the Longevity Pay for employees with 20 or more years of service in Fiscal Year 2028-2029 is approximately \$3.0 million ongoing in the General Fund. The ongoing costs will be factored into the annual development of the Base Budget.

### **COORDINATION**

This memorandum was coordinated with the City Attorney's Office and the City Manager's Budget Office.

### **PUBLIC OUTREACH**

This memorandum will be posted on the City's Council Agenda website for the September 30, 2025 City Council meeting.

### **COMMISSION RECOMMENDATION AND INPUT**

No commission recommendation or input is associated with this action.

HONORABLE MAYOR AND CITY COUNCIL

September 11, 2025

**Subject: Approval of the Terms of an Agreement with the San José Police Officers' Association for the Term of July 1, 2025 through September 30, 2028**

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**CEQA**

Not a Project, File No. PP17-010, City Organizational and Administrative activities resulting in no changes to the physical environment.

**PUBLIC SUBSIDY REPORTING**

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.



ARAM KOUYOUMDJIAN  
Director of the City Manager's Office of  
Employee Relations  
Director of Human Resources

The principal author of this memorandum is Elsa Cordova, Deputy Director, City Manager's Office of Employee Relations. For questions, please contact Aram Kouyoumdjian, Director of the City Manager's Office of Employee Relations and Director of Human Resources at (408) 535-8150.

**ATTACHMENT**

Tentative Agreement

## 2025 POA NEGOTIATIONS TENTATIVE AGREEMENT

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### TERM

- July 1, 2025 – September 30, 2028

### WAGES AND PREMIUM PAY

- Fiscal Year 2025-2026

7.0% general wage increase effective the first full pay period in Fiscal Year 2025-2026 following union ratification and Council approval in open session. Effective the first full pay period in Fiscal Year 2025-2026 following union ratification and Council approval in open session, all salary ranges for employees holding positions in classifications assigned to the POA shall be increased by approximately 7.0%.

- Fiscal Year 2026-2027

5.0% 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 the POA shall be increased by approximately 5.0%.

- Fiscal Year 2027-2028 and First Quarter of Fiscal Year 2028-2029 (July 1, 2028 to September 30, 2028)

3.0% general wage increase effective the first full pay period of Fiscal Year 2027-2028. Effective the first full pay period of Fiscal Year 2027-2028, all salary ranges for employees holding positions in classifications assigned to the POA shall be increased by approximately 3.0%.

- Fiscal Year 2028-2029

POA agrees that any GWI negotiated for Fiscal Year 2028-2029 will exclude the period of July 1, 2028 to September 30, 2028 and will pertain solely to the period between October 1, 2028 and June 30, 2029. POA further agrees to forgo any claim of a “credit” toward – or prorated enhancement of – any GWI for Fiscal Year 2028-2029 due to the extension of the July 2027 GWI through September 30, 2028.

### LONGEVITY PAY

- Longevity Pay

### CRISIS INTERVENTION TRAINING PAY

- Crisis Intervention Training Pay

### TIER 2 EVALUATION PROCESS

- Tier 2 Evaluation Process

## **2025 POA NEGOTIATIONS TENTATIVE AGREEMENT**

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### **HOURS OF WORK AND OVERTIME**

- Compensatory Time Accrual

### **STANDBY PAY GRIEVANCE SETTLEMENT**

- Standby Pay Grievance Settlement

### **STANDBY PAY**

- Standby Pay

### **LABOR MANAGEMENT MEETINGS**

- Labor Management Meetings

### **POLICE DEPARTMENT OPERATIONAL ISSUES**

- Police Department Operational Issues – Meetings Between the City and POA

### **DISCIPLINE**

- Disciplinary Arbitrations

### **UNION RELEASE TIME**

- Union Release Time

### **SIDE LETTER AGREEMENTS**

- 2-Officer Car Assignments for Patrol – Impacts
- District-wide Dispatching – Impacts
- Creation of Custody Transport Officer Classification
- Investigations of Alleged Police Officer Misconduct
- Lateral Hiring Incentive Program
- Reinstatement of the Horse Mounted Unit
- SJPD's Purchase of a Fixed Winged Aircraft
- Secondary Employment Liability Insurance Officer Contribution
- Health-in-Lieu (Single)

### **TENTATIVE AGREEMENTS**

- Overpayments of Compensation
- Time Reporting System
- Advance Notice
- Incorporation of City-Paid Parental Leave Side Letter
- Incorporation of Weapons Side Letter
- Incorporation of PAWS Side Letter
- Housekeeping - Retention Pay
- Housekeeping - Maintenance of Membership

**2025 POA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**OTHER TERMS**

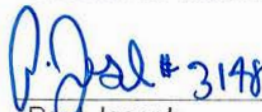
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by City Council.*

**FOR THE CITY:**

  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

9/4/25

Date

 #3148  
Paul Joseph  
Chief of Police

9-04-25

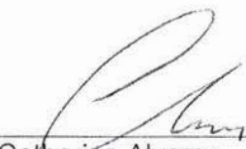
Date

**FOR THE UNION:**

  
Steve Slack  
President, SJPOA

9/4/25

Date

  
Catherine Alvarez  
Vice President, SJPOA

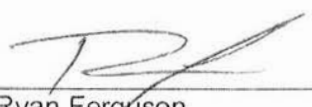
9/4/25

Date

  
David Woolsey  
CFO, SJPOA

9-4-2025

Date

  
Ryan Ferguson  
SJPOA Board of Directors

9-4-2025

Date

  
Ashley Travaglione  
SJPOA Board of Directors

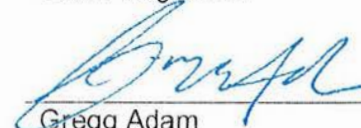
9/4/25

Date

  
Tom Saggau  
Labor Negotiator

9-4-25

Date

  
Gregg Adam  
POA Counsel

9-4-25

Date

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY COUNTER PROPOSAL TO POA PROPOSAL #14 – LONGEVITY PAY

City Proposed Language:

#### ARTICLE XX – LONGEVITY PAY

##### X.XX        Fiscal Year 2026-2027

Effective the first full pay period of fiscal year 2026-2027, an employee who has completed eight (8) years of service with the City of San Jose in one or more classifications assigned to the Association shall be eligible to receive an ongoing non-pensionable Longevity Pay equivalent to approximately 1.00% of their base salary.

##### X.XX        Fiscal Year 2027-2028

Effective the first full pay period of fiscal year 2027-2028, the ongoing non-pensionable Longevity Pay shall be increased by 1.75% to a total of 2.75% of the employee's base salary.

##### X.XX        Fiscal Year 2028-2029

Effective the first full pay period of fiscal year 2028-2029, the ongoing non-pensionable Longevity Pay shall be increased by 1.25% to a total of 4.00% of the employee's base salary.

X.XX.X If an employee has twenty (20) or more years of service with the City of San Jose in one or more classifications assigned to the Association, this 1.25% shall be pensionable. For employees with twenty (20) or more years of service with the City of San Jose, this 1.25% shall be pensionable as of the first full pay period of fiscal year 2028-2029. Thereafter, for employees who complete twenty (20) years of service in classifications assigned to the Association, Longevity Pay shall become pensionable during the last full pay period of the fiscal year in which twenty (20) years of service were completed – regardless of when during the course of that fiscal year a newly-eligible employee completed the requisite twenty (20) years of service.

X.XX        Credit for previous sworn public service shall be given for completed years of sworn service as a full-time benefitted employee. 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.

**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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- i. The Officer has the responsibility to prove certification of previous sworn public service from the Officer's previous employer(s), if so requested.
- ii. A public service agency may be defined as a(n) International, Federal, State, City, County, Special District, or other publicly funded agency that provides programs, goods, or services. A public agency is not defined as a not-for-profit organization or non-governmental organization that relies on donations and volunteers to operate.

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY COUNTER PROPOSAL TO POA PROPOSAL #14 – CRISIS INTERVENTION TRAINING PAY

City Proposed Language:

#### 5.2 Crisis Intervention Training Pay

Employees who sign up or have completed the Crisis Intervention Training ~~premium~~ will be eligible to receive the Crisis Intervention Training premium pay of a total of approximately 3.75%.

5.2.1 Effective the last full pay period of Fiscal Year 2027-2028, the Crisis Intervention Training Pay shall become pensionable for employees who have completed twenty (20) years of service in classifications assigned to the Association.

Effective the last full pay period of each fiscal year thereafter, the Crisis Intervention Training Pay shall become pensionable for employees who completed twenty (20) years of service during that fiscal year in classifications assigned to the Association.

For employees who complete twenty (20) years of service in classifications assigned to the Association, the Crisis Intervention Training Pay shall become pensionable during the last full pay period of the fiscal year in which twenty (20) years of service were completed – regardless of when during the course of that fiscal year a newly-eligible employee completed the requisite twenty (20) years of service.

For purposes of illustration, if an employee completes their twentieth (20<sup>th</sup>) year of service in February 2029, the Crisis Intervention Training Pay shall become pensionable for that employee effective the last full pay period of Fiscal Year 2028-2029.

5.2.2 Credit for previous sworn public service shall be given for completed years of sworn service as a full-time benefitted employee. If an employee worked at a public service agency on a part-time benefitted basis, completed years will be based on the completion of 2,080 hours.

i. The employee has the responsibility to prove certification of previous sworn public service from the employee's previous employer(s), if so requested.

**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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ii. A public service agency may be defined as a(n) International, Federal, State, City, County, Special District, or other publicly funded agency that provides programs, goods, or services. A public agency is not defined as a not-for-profit organization or non-governmental organization that relies on donations and volunteers to operate.

**CITY COUNTER PROPOSAL TO POA PROPOSAL #15 – TIER 2 EVALUATION**

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

**Tier 2 Evaluation Process**

The parties acknowledge that post-employment benefit packages play an important role in recruitment and retention.

The parties further acknowledge that the current Tier 2 retirement benefit provided to police officers is subject to the terms and conditions contained in the **EXTENSION OF THE RETIREMENT MEMORANDUM OF AGREEMENT** (MOA) tripartite agreement that expires on June 30, 2030.

The parties understand that any changes to the current Tier 2 retirement benefit *prior* to June 30, 2030 would require each signatory to the above referenced MOA to:

- Meet and confer over any changes,
- Agree on any changes, and
- Seek formal approval of any agreed-upon changes through either (a) approval by the City Council and ratification by respective membership bodies of the signatories, or (b) voter approval via charter amendment, as required by the City Charter.

In recognition of the long-term importance of providing a pension structure that can attract and retain top-tier officers while preserving the fiscal health of the retirement system, the parties hereby agree to establishing a joint process through which the design of the current Tier 2 benefit shall be reviewed and evaluated.

No later than July 1, 2026, the parties agree to commence good-faith discussions on potential modifications to the current Tier 2 retirement benefit for police officers. It is the intent of the parties to work collaboratively in the review of the current pension structure and in the evaluation of any potential modifications to such structure.

Prior to July 1, 2026, the parties shall convene to begin work toward developing a potential Tier 2 framework that considers the following:

- A career path that encourages long-term service in San Jose,
- Retirement benefits that take into account the structure of retirement benefits in peer jurisdictions,
- Sustainability for the retirement system and the City's fiscal obligations.

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS

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To support this effort, the parties agree to:

1. Identify and evaluate potential modifications to the Tier 2 system, which may include but are not limited to such possibilities as:
  - Introducing a hybrid defined benefit/defined contribution model;
  - Modifying retirement age or service thresholds;
  - Adjusting the pension formula;
  - Considering a new Tier 3 designed for future hires that would meet each parties needs.
2. Retain an independent actuary, selected by mutual agreement, to develop cost estimates and financial modeling of any proposed modifications. The City agrees to pay for the cost of an actuary to evaluate up to 3 mutually agreed upon different models/options. The cost to develop cost estimates and financial modeling of any further models/options shall be shared equally between the parties, unless agreed otherwise.
3. If appropriate, retain mutually agreed upon retirement benefit experts to advise on plan design, peer benchmarking, and long-term sustainability. The costs of such expert(s) shall be shared equally between the parties.
4. Meet at regular intervals to review findings, evaluate design alternatives, and consider pathways to implementation consistent with applicable City Charter requirements.

The parties agree that no promises, representations, understandings or warranties have been made or relied upon by any party other than those that are expressly contained herein. The parties further agree that any agreed upon modifications to the current Tier 2 system will be subject to approval by the City Council, ratification by SJPOA membership and potential voter approval.

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

### FOR THE CITY:

  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources  
8/25/25  
Date

  
Paul Joseph # 3148  
Chief of Police  
8-25-25  
Date

### FOR THE UNION:

  
Steve Slack  
President, SJPOA  
8/25/25  
Date

  
Catherine Alvarez  
Vice President, SJPOA  
8/25/25  
Date

2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS

\_\_\_\_\_  
David Woolsey  
CFO, SJPOA

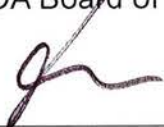
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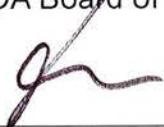
  
\_\_\_\_\_  
Ryan Ferguson  
SJPOA Board of Directors

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ashley Travaglione  
SJPOA Board of Directors

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tom Saggau  
Labor Negotiator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gregg Adam  
POA Counsel

  
\_\_\_\_\_  
Date

**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS  
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**CITY COUNTER PROPOSAL TO POA PROPOSAL #1 – COMPENSATORY  
TIME OFF**

City Proposed Language:

**ARTICLE 13            HOURS OF WORK AND OVERTIME**

13.6 An employee authorized or required to work overtime who works in excess of eight (8) hours per day, or ten (10) hours per day if assigned to a work schedule of four/ten-hour work days, or in excess of forty (40) hours per workweek, shall be compensated at the rate of time and one-half the employee's base hourly rate, except when such excess hours result from a change in such employee's workweek or shift or from the requirement that such employee fulfill their workweek requirement. All time worked shall be reported in fifteen (15) minute increments. The POA's agreement to Article 13.6 does not waive any rights it may have for claims related to reporting time worked in fifteen (15) minute increments under California law.

13.6.1 An employee assigned to work overtime may either request to be paid for such overtime worked or be credited with compensatory time, provided that the employee makes such election during the pay period in which the over time is worked, and provided further, that in the event the employee requests payment for such over time, the applicable budget for the Department may accommodate such payment. Payment for overtime worked, authorized pursuant to this paragraph, shall be made as soon after the pay period in which the overtime is worked as practical, but in no event longer than ~~two~~one pay periods after the pay period in which the overtime is worked.

13.6.1.1 Employees assigned to "pay cars" and/or assigned to work on overtime in the programs noted herein shall be paid in cash for such overtime worked. The City reserves the right to modify the listed functions as necessary.

- Entertainment Zone
- Downtown Services Detail
- ~~Truancy Abatement and Burglary Suppression Program~~
- ~~Project Crackdown~~
- Hazardous Escorts
- Programs with Specific Funding Sources (i.e., grant-funded or fee-supported programs)

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS TENTATIVE AGREEMENT

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~~13.6.2 The outstanding amount of accrued compensatory time owed to an employee shall not exceed 240 hours by the end of each calendar year. An employee may exceed the 240 limit during the year but shall be responsible for bringing the balance back to the 240 hour maximum level by taking the time off prior to the end of the calendar year. This time off must be pre-approved by the supervisor.~~

~~13.6.2.1 Once an employee's compensatory time balance reaches 300 hours, all requested time off, other than for sick leave purposes, must be coded as compensatory time off, until the compensatory time balance is below 240 hours, at which point an employee may elect to use any available vacation leave or compensatory time, unless the employee is within 60 hours of reaching the maximum vacation balance, at which point it will be the employee's election.~~

13.6.2 Effective Fiscal Year 2025-2026, following union ratification and Council approval in open session and every Fiscal Year thereafter, every employee who has a compensatory time balance of 200 or more hours on July 1 of the fiscal year must use at least forty (40) hours of compensatory time by the last pay period of March of each fiscal year. For Fiscal Year 2025-2026, every employee who has a compensatory time balance of 200 or more hours upon approval of this agreement by Council in open session must use at least forty (40) hours of compensatory time by the last pay period of March 2026. Compensatory time may be coded in increments consistent with Section 13.6. Employees who are military reservists shall be exempted from this Section.

If an employee has not used at least forty (40) hours of compensatory time as paid leave by the last pay period of March in a given Fiscal Year, the Department can require the employee to immediately take time off to reduce their outstanding amount of accrued compensatory time off by forty (40) hours in each Fiscal Year.

If an employee has used at least forty (40) hours of compensatory time as paid leave by the end of March, the employee shall not be required to immediately take time off in that Fiscal Year to reduce any of their outstanding amount of accrued compensatory time off.

For purposes of this section, compensatory time payouts as specified in section 13.6.3, 13.6.4, and 13.6.5 shall not be considered compensatory time used as paid leave.

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS TENTATIVE AGREEMENT

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### 13.6.3 Fiscal Year 2026-2027

Effective the first full pay period of Fiscal Year 2026-2027, a new compensatory time cap of 440 hours will be effectuated. Employees with compensatory time balances in excess of this new compensatory time cap shall have those excess hours paid out in cash.

### 13.6.4 Fiscal Year 2027-2028

Within Fiscal Year 2027-2028, the City, at its sole discretion, shall have the option to further reduce the compensatory time cap by up to an additional 40 hours. If the City elects to reduce the compensatory time cap, employees with compensatory time balances in excess of the new compensatory time cap shall have those hours paid out in cash.

### 13.6.5 Fiscal Year 2028-2029

Within Fiscal Year 2028-2029, the City, at its sole discretion, shall have the option to further reduce the compensatory time cap by up to an additional 40 hours. If the City elects to reduce the compensatory time cap, employees with compensatory time balances in excess of the new compensatory time cap shall have those hours paid out in cash.

13.6.~~63~~ Once compensatory time off has been approved and scheduled, the employee shall be permitted to take such time off, unless emergency circumstances necessitate cancellation of such scheduled time off. In such event, the employee will remain credited with the compensatory time canceled.

13.6.~~74~~ ~~Except as provided in Section 13.6.5 below, overtime~~Overtime worked by the employee for compensatory time shall remain compensatory time to be taken, subject to provision 13.6.2 ~~and 13.6.3~~ above, so long as the employee continues their employment in a classification represented by the Organization. Any employee whose employment is terminated by reason of resignation, discharge, or retirement, and who, at the time thereof has accrued unused compensatory time, shall be paid for such time at the appropriate rate. In the event of the death of an employee who has accrued unused compensatory time, the appropriate payment shall be made to the executor of the will, the administrator of the estate or other representative, as authorized by law.

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~~13.6.5 Notwithstanding the provisions of section 13.6.4 above, the City shall have authority to require employees to immediately take time off to reduce the outstanding amount of accrued compensatory time off above the 240 hour maximum level, with the following exceptions:~~

~~13.6.5.1 If an employee is unable to reduce their comp-time balance to 240 hours by the end of the last pay period of the calendar year, by December 1 of that year, an employee shall submit a written plan to their immediate supervisor outlining how the excess hours will be reduced. If the employee submits a plan by that date, the employee shall receive a ninety (90) day carryover (to March 31 of the next calendar year) of any accrued compensatory time hours above the 240 hour maximum level. The plan shall include the reason(s) for the carryover need and plan of action to bring the compensatory time balance back into compliance by March 31. While on the plan, the employee will be ineligible for any voluntary overtime assignments, unless the overtime is authorized for pay; authorization for paid overtime shall be consistent with Department policy.~~

~~13.6.5.2 If an employee's compensatory time balance is above the 240 maximum level at the end of the last pay period of the calendar year and the employee complied with the provision of subsection 13.6.5.1 above but earned additional compensatory time hours above those previously identified for a ninety (90) day carryover or the employee did not submit a carryover plan because their compensatory time balance was at or below the 240 maximum level at the time the carryover plan was due for submittal; the employee shall submit either an amended or new plan to their immediate supervisor by the end of the first pay period of the new calendar year outlining how the excess hours will be reduced. If the employee submits the amended or new plan within the specified timeline, the employee shall receive a ninety (90) day carryover (to March 31 of the new calendar year) of any accrued compensatory time hours above the 240 hour maximum level. The plan shall include the reason(s) for the carryover need and plan of action to bring the compensatory time balance back into compliance within the ninety (90) day time frame.~~

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS TENTATIVE AGREEMENT

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~~13.6.5.3~~ If emergency circumstances necessitate that an additional sixty (60) days (beyond the limits set forth in provision 13.6.5.1) is needed for an employee to bring their compensatory time balance into compliance with provision 13.6.2, the employee shall submit a written request to the Chief of Police, again outlining the reason(s) for the carryover need and plan of action to bring the compensatory time balance back into compliance. The approval of this request shall be at the discretion of the Chief of Police.

~~13.6.5.4~~ No employee shall be required to reduce their individual number of accrued hours of compensatory time below 240 hours without the approval of the individual employee.

13.6.~~86~~ Supervisory approval or disapproval of compensatory time off shall be based on scheduling and staffing needs and not on an individual's reason for seeking to use the compensatory time. Any employee who has accrued compensatory time and requests to use compensatory time off shall be permitted to use such time off if such use does not unduly disrupt the operations of the City.

13.6.~~97~~ The City reserves the right to buy down any employee's outstanding balance of compensatory time, ~~subject to the provision of subsection 13.6.5.3.~~ Such buy down shall be uniform, by percentage or total number of hours, as to all employees within a bureau/unit.

13.6.~~108~~ In the event the outstanding amount of accrued compensatory time owed to an employee exceeds ~~480 hours~~the cap, the employee will automatically receive payment for any hours in excess of ~~480 hours~~the cap. Once the compensatory time cap is reached the employee will cease to accrue compensatory time until the employee's compensatory time balance has fallen under the cap.

13.6.~~119~~ Employees who request to use any sick leave will be ineligible to work any voluntary overtime assignments for a period of 24 hours beginning from the start of the shift they called in sick. In the event that time is worked during the 24-hour period, the employee will receive pay at the 1.0 rate for any hours actually worked.

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Voluntary overtime shall be defined as any pre-planned, scheduled assignment apart from an employee's regular work assignment (i.e., a previously scheduled overtime Patrol shift).

### 13.6.1<sup>29</sup> Disability Leave and Overtime

An employee who has taken approved time off during their regularly scheduled shift for medical appointments, treatment or therapy for an industrial or non-industrial injury or illness shall not be entitled to count said hours taken for such appointment, treatment or therapy as hours worked for the purposes of entitlement to overtime unless said employee is required by the Chief, or their designee, to work unscheduled, unplanned hours of an emergency nature (similar to a departmental holdover) or when the department issues a specific order to an employee on the day of their scheduled appointment, treatment, or therapy.

## ARTICLE 56 PROBATIONARY PERIOD

56.3 Compensatory time off that is mandated in writing by the City pursuant to Section 13.6.<sup>26</sup> of the Memorandum of Agreement shall be deemed to be part of the employee's service to the city and shall count toward the calculation of the employee's probationary period. Additionally, voluntary approved compensatory "time off", up to and including eighty (80) hours in the aggregate, whether taken in sort or extended increments shall be deemed to be part of the employee's probationary period. Any and all voluntary approved compensatory "time off" in excess of eighty (80) hours shall *not* be considered to be part of the employee's service to the City and shall *not* count toward the calculation of the employee's probationary period.

**CITY PROPOSAL #10 – GRIEVANCE SETTLEMENT AGREEMENT RE:  
MERGE/TNU/SNIPEr STANDBY PAY**

**GRIEVANCE SETTLEMENT AGREEMENT**

The following terms and conditions of this Grievance Settlement Agreement (hereinafter “Agreement”) shall constitute full and complete resolution of the Grievance originally filed at Step III on January 17, 2024 (hereinafter the “Grievance”) on behalf of members of the San Jose Police Department’s MERGE Unit, Tactical Negotiations Unit (hereinafter “TNU”), and Snipers, regarding alleged violations of the current Memorandum of Agreement (hereinafter “MOA”) between the San Jose Police Officers’ Association (hereinafter “POA”) and the City of San Jose (hereinafter “City”), as described below and incorporated herein by reference.

**Background**

On January 17, 2024, the POA filed the Grievance alleging violations of Article 15 of the MOA regarding Standby Pay. The Grievance alleged:

- Members in TNU and Snipers are assigned to the MERGE Unit;
- The addition of MERGE to Article 15.1 of the POA makes all members in the MERGE Unit regularly eligible for Standby Pay;
- Members in the MERGE Unit are constantly on Standby to return to service; and,
- Article 15.1.3.1 does not prevent members in the MERGE Unit from receiving Standby Pay.

Articles 15.1 – 15.2 of the POA MOA state the following:

*15.1 Employees assigned to the sections noted herein and who are regularly required to perform standby duty shall be eligible for standby compensation in accordance with 15.3, when explicitly informed and required by their supervisor to perform standby duty as described in Section 15.2 below.*

- 1. The Sexual Assault Investigations Unit.*
- 2. The Homicide Detail*
- 3. The Crime Scene Unit*
- 4. The Bomb Squad*
- 5. Air Surveillance (See Section 5.2.8)*
- 6. Internal Affairs*
- 7. Covert Response Unit*
- 8. MERGE*

*15.1.1 Standby Duty Pay shall not be automatic for any classifications assigned to the units specified above and must be explicitly required of the employee as described in this article.*

*15.1.2 Instances in which employees are explicitly required to perform Standby Duty must be confirmed in writing by the Chief of Police or the employee’s supervisor and must confirm that the employee meets the eligibility requirements as described in this article.*

*15.1.3 Employees eligible for and receiving a premium pay (hazard pay) for their assignment in any of the units specified above are not eligible for Standby Duty*

*Pay, unless they are explicitly informed and required, in writing, by their supervisor to perform standby duty as described in Section 15.2 below.*

*15.1.3.1 In no circumstance should an employee who is eligible for and receiving a premium pay (hazard pay) for their assignment in any of the units specified above regularly code Standby Duty Pay.*

*15.1.4 Employees in the classification of Police Lieutenant shall be eligible for Standby Duty Pay in accordance with this article only in instances where the employee is explicitly directed by the Chief of Police or designee in writing.*

*15.1.5 Employees not assigned to a unit listed in this article shall be eligible to receive standby compensation in accordance with 15.3 if the employee is explicitly directed by the Chief of Police or the employee's supervisor in writing to perform standby duty as described in 15.2 regardless of their assigned unit.*

*15.2 Standby shall mean the explicit and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and to be fit and able to return to work, if required. It shall not be considered standby when an employee is contacted and required to return to work but has not been required to be available for receipt of such contact, in which case the employee may be entitled to Call Back Pay in accordance with Article 14.*

**In resolution of the Grievance (Exhibit A):**

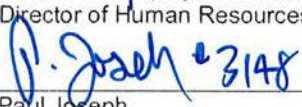
1. The parties agree that effective the first full pay period in Fiscal Year 2025-2026 following union ratification and Council approval in open session, each employee in the classification of Police Officer, Police Sergeant, and Police Lieutenant, who are collaterally assigned to the MERGE Unit as either TNU or as a Sniper, shall be paid an amount equivalent to a one-step increase (hereinafter 5% premium pay) under the biweekly pay plan (hereinafter "premium pay") during each biweekly period of such collateral assignment to the MERGE Unit. This 5% premium pay is in lieu of any standby pay.
2. In resolution of the grievance, the City shall pay the one-time, lump sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) to be distributed to employees who have been on standby as either TNU or as a Sniper since the date of the grievance.
3. The parties agree that the language in number one (1) above shall be incorporated into any successor Memorandum of Agreement and that the 5% premium pay is non-pensionable.
4. The POA agrees to withdraw this Grievance with prejudice and will do so after the City implements the 5% premium pay as described in paragraph 1 of this Agreement. The POA agrees to forgo any other remedy, including but not limited to any claim for damages or backpay (except as specified in Paragraph 2, above), and agrees not to pursue arbitration and/or any other legal or administrative remedy, related to the subject matter of this Grievance. This agreement expressly waives any and all claims for Standby Duty Pay for employees in MERGE and employees who are Snipers or in TNU. The parties agree that this will resolve any claims related to retroactivity for MERGE, TNU and Snipers.
5. Should the City receive a claim alleging violation of the Fair Labor Standards Act arising out of the payment or non-payment of premium or standby pay to employees assigned to the MERGE Unit, TNU or Snipers, or challenging the resolution of the Grievance, the POA agrees, whether or not it is named as a respondent or defendant in the claim, to cooperate

in the defense of the claim as well as any subsequent claim (by providing potential witnesses for deposition or trial testimony, as well as for consultation, at a mutually-convenient time and place; and producing documents). Furthermore, the POA agrees to not initiate or join such claims if the City is in compliance with the terms of this Agreement pertaining to premium and standby pays.

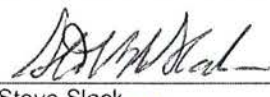
6. The parties agree that this Agreement shall not serve as precedent for future agreements. Further, except as provided in section 2, above, this Agreement shall not be construed or implied to obligate the parties to enter into any similar agreements in the future.
7. The parties agree that this Agreement is a compromise of disputed claims and is not, nor is it intended to be, an admission of liability or wrongdoing by any party.
8. The parties agree that no promises, representations, understandings or warranties have been made or relied upon by any party other than those that are expressly contained herein. The parties further agree that this Agreement sets forth the entire agreement between the parties, oral or written, pertaining to the same subject matter of this Agreement.
9. The parties agree that this Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
10. The Parties agree that this Agreement shall be construed without regard to the drafter and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement. Should any of the provisions of this Agreement be determined to be invalid by a court, arbitrator, or government agency of competent jurisdiction, it is agreed that such a determination shall not affect the enforceability of any other provision herein. Specifically, should a court, arbitrator or agency conclude that a particular claim may not be released as a matter of law, it is the intention of the parties that the release herein of the other matters shall remain effective.
11. This Agreement is considered part of the tentative agreement for a successor MOA between the parties and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council.

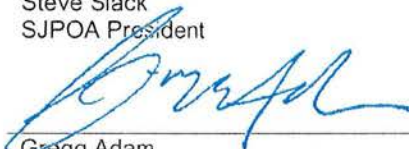
For Employer:  
City of San Jose

  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources  
Date 9/4/25

  
Paul Joseph  
Chief of Police  
Date 9-04-25

For Union:  
San Jose Police Officers' Association

  
Steve Slack  
SJPOA President  
Date 9/4/25

  
Gregg Adam  
SJPOA Legal Counsel  
Date 9-4-25

Attachment

**CITY PROPOSAL TO POA PROPOSAL #10 – STANDBY PAY GRIEVANCE SETTLEMENT ATTACHMENT**

City Proposed Language:

**5.6.5 MERGE Unit**

Each employee in the classification of Police Officer, Police Sergeant, and Police Lieutenant, who is regularly assigned to the Mobile Emergency Response Group & Equipment (MERGE Unit), shall be paid an amount equivalent to a one-step increase under the biweekly pay plan during each biweekly period of such assignment.

The Association acknowledges that this premium pay is in lieu of Standby Duty Pay and that employees who receive a premium pay for being assigned to MERGE waive any and all claims for Standby Duty Pay.

5.6.5.1 Employees in the classification of Police Officer and Police Sergeant who are in the Tactical Negotiations Unit (TNU) or are Snipers and are collaterally assigned to the MERGE Unit shall be paid an amount equivalent to a one-step increase under the biweekly pay plan during each biweekly period of such assignment.

The Association acknowledges that this premium pay is in lieu of Standby Duty Pay and that employees who receive a premium pay for being in the TNU or are Snipers and are collaterally assigned to the MERGE Unit waive any and all claims for Standby Duty Pay.

**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL TO POA PROPOSAL #29 – STANDBY PAY**

City Proposed Language:

**ARTICLE 15 STANDBY DUTY**

15.1 Employees assigned to the sections noted herein and who are regularly required to perform standby duty shall be eligible for standby compensation in accordance with 15.3, when explicitly informed and required by their supervisor to perform standby duty as described in Section 15.2 below.

1. The Sexual Assault Investigations Unit-
2. The Homicide Detail
3. The Crime Scene Unit
4. The Bomb Squad
5. Air Surveillance (See Section 5.62.8)
6. Internal Affairs
7. Covert Response Unit
8. **MERGE**

15.1.1 Standby Duty Pay shall not be automatic for any classifications assigned to the units specified above and must be explicitly required of the employee as described in this article.

15.1.2 Instances in which employees are explicitly required to perform Standby Duty must be confirmed in writing by the Chief of Police or the employee's supervisor and must confirm that the employee meets the eligibility requirements as described in this article.

15.1.3 Employees eligible for and receiving a premium pay ("hazard pay") for their assignment in any of the units specified above are not eligible for Standby Duty Pay, unless they are explicitly informed and required, in writing, by their supervisor to perform standby duty for unique circumstances and as described in Section 15.2 below.

15.1.3.1 In no circumstance should an employee who is eligible for and receiving a premium pay pursuant to Section 5.6 ("hazard pay") for their assignment in any of the units specified above regularly code Standby Duty Pay.

15.1.4 Employees in the classification of Police Lieutenant shall be eligible for Standby Duty Pay in accordance with this article only in instances where the employee is explicitly directed by the Chief of Police or designee in writing.

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS TENTATIVE AGREEMENT

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15.1.5 Employees not assigned to a unit listed in this article shall be eligible to receive standby compensation in accordance with 15.3 if the employee is explicitly directed by the Chief of Police or the employee's supervisor in writing to perform standby duty as described in 15.2 regardless of their assigned unit.

15.2 Standby shall mean the explicit and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and to be fit and able to return to work, if required. It shall not be considered standby when an employee is contacted and required to return to work but has not been required to be available for receipt of such contact, in which case the employee may be entitled to Call Back Pay in accordance with Article 14.

Employees assigned to standby duty shall be required to:

- Be ready to respond in a reasonable amount of time to a request to perform job-related duties;
- Be readily available at all hours by telephone, or other communications devices; and,
- Refrain from activities that might impair the performance of their assigned duties upon a call (i.e., any alcohol consumption).

15.3 An employee performing standby duty in accordance with this article shall be credited with two (2) hours compensation at the appropriate rate for such standby duty performed on a regularly assigned workday and three (3) hours compensation at the appropriate rate for such standby duty assigned on regularly scheduled days off. Such compensation shall be provided as set forth in Section 13.6 of this Article. [This section will apply only to employees already performing standby duty prior to the Police Department's November 2025 shift change.](#)

[15.4 Effective the Police Department's November 2025 shift change, any employee assigned to perform standby duty in accordance with this article, due to a new assignment or change in assignment, shall be credited with two \(2\) hours compensation at the 1.0 rate for such standby duty performed on a regularly assigned workday and three \(3\) hours compensation at the 1.0 rate for such standby duty assigned on regularly scheduled days off. Such compensation shall be provided as set forth in Section 13.6 of this Article.](#)

[15.5](#) If the employee on standby is called back to work, Call Back Pay (as provided in Article 14) shall be paid in lieu of Standby Duty Pay.

**TENTATIVE AGREEMENT  
2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

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**CITY PROPOSAL #24 – LABOR MANAGEMENT MEETINGS**

City Proposed Language:

**ARTICLE 37 – LABOR MANAGEMENT MEETINGS (LMM)**

37.1 A labor-management meeting between the Department and the Association shall be held on a monthly basis. Meetings will be in person.- Additionally, if either side believes an issue requires more urgent discussions due to the gravity or immediacy of a situation, they can seek to convene a meeting within 72 hours. Urgent meetings may be in person, telephonic or video conference but shall otherwise follow the same general parameters set forth herein. The Police Chief (or, in the Chief's absence, the Assistant Chief) shall sit as one of the Department representatives, along with a member of the Department at the level of Deputy Chief and above, selected by the Chief. The Association President (or, in the President's absence, the Vice President) shall sit as one of the Association representatives, along with a member of the Association Board, selected by the President or the Board. Upon mutual agreement, either side may bring other subject matter experts or advisors.

The labor-management meeting shall consider and discuss broadly matters of mutual concern pertaining to the improvement of the Department and the welfare of its employees. Either the Association representatives or the Department representatives may initiate discussion of any subject of a general nature affecting the operation of the Department or its employees. The parties may discuss pending changes in working conditions or proposals relating thereto or pending grievances.

Any agreements pertaining to any subject will not be effective unless they have been confirmed in writing. Issues triggering any meet and confer processes must involve the Director of Employee Relations.

An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each monthly meeting.

Nothing in this section shall be construed to limit, restrict or reduce the management prerogatives outlined elsewhere in this agreement. Nor shall it be construed to limit any bargaining rights or obligations.

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

**TENTATIVE AGREEMENT**  
**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

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**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/25/25  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA

8/25/25  
Date

  
\_\_\_\_\_  
Gregg Adam  
POA Counsel

8/25/25  
Date

**CITY PROPOSAL #26 – POLICE DEPARTMENT OPERATIONAL ISSUES –  
MEETINGS BETWEEN THE CITY AND POA**

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

**Police Department Operational Issues – Meetings Between the City and POA**

The City and the San Jose Police Officers' Association (POA) agree to monthly meetings from September 2025 to February 2026, to discuss operational issues, including, but not limited to, redistricting, an overtime staffing plan, redistricting and workload equalization, schedules and bidding, strategies to reduce overtime, police reform issues, and the SJPD's early intervention system.

The parties further agree that 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 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;
10. 10-33A – Commercial, Residential & Vehicular;
11. 10-53 – Person Down;
12. Welfare Check – WELCK;
  - a. Non-Criminal;
  - b. Courtesy request from Drs/Hospitals;
13. Non-Fatal Vehicle Accidents – 1181/1182/1183/1179;
  - a. Non-DUI/Non-Criminal;
14. Parking violations;

**CITY PROPOSAL #26 – POLICE DEPARTMENT OPERATIONAL ISSUES –  
MEETINGS BETWEEN THE CITY AND POA**

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

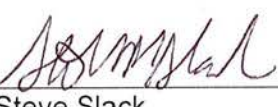
15. Driveway tow;
16. Abandoned vehicles;
17. Person dumping trash;
18. Vicious and dangerous dog complaints; and,
19. Calls for service for loud noise, loud music, or 'party' calls that are anonymous or have no victim;
20. Alarms without verification of a crime in progress;

This Agreement is considered part of the tentative agreement for a successor MOA between the parties and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This side letter will expire on March 1, 2026.

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources  
8/27/25  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA  
8/27/25  
Date

  
\_\_\_\_\_  
Gregg Adam  
POA Counsel  
8/27/25  
Date

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS TENTATIVE AGREEMENT

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### CITY PROPOSAL #16 – DISCIPLINARY ARBITRATION

City Proposed Language:

#### ARTICLE 25 – GRIEVANCE PROCEDURE

##### 25.10 Disciplinary Arbitration

25.10.1 For disciplinary matters only, the ~~POA parties~~ shall ~~each~~ select two arbitrators from a list of arbitrators who are registered with the California State Mediation and Conciliation Service (CSMCS).

~~The City shall select a total of two arbitrators, one of which will be a retired judge registered with CSMCS, and the other, a Neutral from the Judicial Arbitration and Mediation Service (JAMS).~~

- ~~• In the event the retired judge from CSMCS is unavailable for more than 60 days, the City may substitute the retired judge with any arbitrator available from either CSMCS or JAMS.~~
- ~~• If the City selects a JAMS Neutral, the City shall pay any difference in cost between an arbitrator from CSMCS and the JAMS Neutral, if any.~~

The arbitrators/~~JAMS neutrals~~ selected by the City and the POA will serve on a disciplinary arbitration panel during the term of this Agreement, and will rotate in the following manner:

- 1st case = 1st City Selected Arbitrators ~~or JAMS Neutrals~~
- 2nd case = 1st POA Selected Arbitrators~~s~~
- 3rd case = 2nd City Selected Arbitrators ~~or JAMS Neutrals~~
- 4th case = 2nd POA Selected Arbitrators~~s~~

Once an arbitrator has been selected by the City or POA and assigned to preside over a particular case, the same arbitrator cannot be assigned a subsequent case until the following arbitrator in the rotation has been assigned a case.

By mutual agreement, the City and POA can remove a particular arbitrator from the rotation. If the arbitrator/~~neutral~~ was chosen by the City, the City may replace that arbitrator/~~neutral~~ with another panelist from CSMCS ~~or JAMS~~. If the arbitrator was chosen by the POA, the POA can select another panelist from CSMCS.

##### 25.10.2 Discovery

**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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Discovery will be allowed only in cases where the proposed discipline is termination. In such cases, reasonable written discovery as determined by the arbitrator is permissible. Depositions will be limited to a maximum of three noticed/taken by the Association and three depositions noticed/taken by the City. The City may not depose the subject officer as part of the grievance arbitration procedure. Each deposition shall not exceed three hours in duration. Each deposition can only be recorded stenographically and cannot be audio or video recorded.

**25.11 General Provisions of Grievance Procedure**

- 25.11.1. Although grievances may be processed during normally scheduled working hours, the employee Organization agrees that the time spent by its designated representatives shall be kept to a reasonable minimum and that no Employee Organization representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours. The Employee Organization also agrees that it will not process grievances during periods of overtime.
- 25.11.2 Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered within the time limits set forth herein, either the employee, where provided, or the appropriate Employee Organization representative may appeal the grievance to the next higher step within the time limits provided.
- 25.11.3 The Employee Organization agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except as otherwise provided by law under the Doctrine of Exhaustion of Administrative Remedies, the Employee Organization agreeing that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation until the provisions of this Article, including arbitration, have been utilized.
- 25.11.4 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee, or the authorized representative of the Organization, filing or appealing

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS TENTATIVE AGREEMENT

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the grievance and the regularly scheduled working days of the appropriate representative of the City responsible for replying to the grievance.

25.11.5 If an employee desires to file a grievance involving separation from City employment pursuant to the application of Article 26, entitled Leaves of Absence, the employee shall file the grievance in writing at Step II within ten calendar days following the date of separation.

25.11.6 Any of the time limits specified in Steps I through III may be extended by written mutual agreement of the parties.

25.11.7 No resolution of any grievance, as defined in Article 25, entitled Grievance Procedure, shall be contrary to the provisions of the Memorandum of Agreement. Copies of the resolution of all grievances, including the grievance, shall be sent to the President of the Organization.

25.11.8 It is understood and agreed that whenever a provision in this Article refers to an employee filing a grievance, the Organization may file such grievance either on the employee's behalf or on behalf of the Organization. In such event the processing of the grievance shall comply with all other provisions of the Grievance Procedure Article.

25.11.9 The Organization agrees to provide the City with a list of representatives authorized to file grievances on behalf of the Organization. Such list shall be kept current and shall contain no more than five representatives in addition to the President of the Organization.

25.11.10 No remedy or award in favor of a member of the Organization shall include payment for overtime not in fact worked by the member.

25.11.10 If a party petitions to compel arbitration, then the prevailing party in such litigation shall be entitled to reasonable attorney's fees. This provision contemplates the prevailing party being either the petitioner or respondent in such litigation, including those situations in which the City is represented by the City Attorney's Office. In all other instances, the Organization and the City expressly acknowledge and agree that each party shall be responsible for its own legal fees and costs, including without limitation, attorney's fees, costs, and expenses.

**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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25.11.1<sup>24</sup> Nothing in the agreement between the City and the Organization shall be construed so as to prevent the Organization from working out any arrangement it chooses for the reimbursement or other payment by members of its bargaining unit for the costs of any arbitration proceeding involving a disciplinary grievance. The City shall have no responsibility for collecting such amounts.

25.11.1<sup>32</sup> Whenever labor/management grievances are resolved by an Employee Relations Office decision, arbitration or court action, the City will transmit information regarding such resolution to all Unit Commanders. If a matter is resolved by mutual agreement, then the transmittal of information to all unit commanders shall be at Management discretion.

**CITY PROPOSAL #31 – UNION RELEASE TIME**

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

**Union Release Time**

The City and the San Jose Police Officers' Association (POA) agree that Article 57 states the following:

**ARTICLE 57                      RELEASE TIME**

57.1 *Paid Release Time is permitted under the following circumstances:*

57.1.1 *A total of one and one-half positions (1.5) shall be allocated to the Union for City paid release time, and allocated as follows:*

| <b>Union</b>                   | <b>Number of Positions</b>    |
|--------------------------------|-------------------------------|
| <i>President</i>               | <i>0.5 (one-half)</i>         |
| <i>Vice President</i>          | <i>0.5 (one-half)</i>         |
| <i>Chief Financial Officer</i> | <i>0.5 (one-half)</i>         |
| <b>Total</b>                   | <b>1.5 (one and one-half)</b> |

57.1.2 *Attendance at Meet and Confer sessions between the Employee Organization and the City.*

57.1.3 *Attendance at scheduled meetings with management, such as scheduled grievance or disciplinary meetings by a designated representative of the Employee Organization.*

57.2 *City Paid Union Release Time (URT).* *The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. The designated bargaining unit representative(s) shall not receive compensation for meetings that may occur outside their work hours, inclusive of any unpaid lunch period. Upon request by the City, the bargaining unit representative(s) shall provide the City with a general explanation of the business conducted when the URT code is used.*

The parties agree that the Section above in the MOU is the only union release time authorization in effect and that a prior Side Letter Agreement related to union release time, which was agreed to by the parties on October 25, 2017, and expired on June 30, 2020, is no longer in effect.

The parties agree that an additional 0.5 (one-half) position for the Union's Sergeant-at-Arms shall be allocated to the Union for City Paid release time through February 2026 to coincide with the [Side Letter agreed to by the parties on August 27, 2025](#) (Police Department Operational Issues – Meetings) between the City and POA.

## 2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS

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### CITY PROPOSAL #31 – UNION RELEASE TIME

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

Any designated bargaining unit representative must use URT to code any paid time off that is eligible for release time from regular City duties to attend authorized meetings. All other limitations under Section 57.2 shall apply.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This side letter will expire on March 1, 2026. Under no circumstances shall this Side Letter continue unless mutually agreed to by the parties.

FOR THE CITY:

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

9/4/25

\_\_\_\_\_  
Date

FOR THE UNION:

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA

9/4/25

\_\_\_\_\_  
Date

**CITY PROPOSAL #11 – 2-OFFICER CAR ASSIGNMENTS FOR PATROL SIDE LETTER**

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

**2-Officer Car Assignments for Patrol**

A pilot program for 2-Officer car assignments for patrol is currently in progress in Western Division with a scheduled end date of November 8, 2025. The parties agree that after November 8, 2025, 2-Officer car assignments for patrol can continue in Western Division, without limitation of time, but that no expansion of 2-Officer car assignments beyond Western Division shall be implemented prior to the completion of the meet and confer process regarding the impacts of implementing 2-Officer car assignments for patrol beyond Western Division.

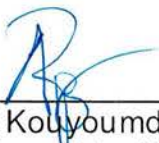
Notwithstanding any future meet and confer obligation, within 30 days of the completion of the pilot program on November 8, 2025, the City will provide the POA with the final standard reports and collective information summarizing the pilot program, to the extent readily available. This will include any consolidated summaries, ratings, or feedback, to the extent such information is readily available. If the City intends to implement 2-Officer car assignments beyond the Western Division, it will also provide the POA with specific written proposals.

As part of this Agreement, the POA agrees to withdraw its grievance and demand for immediate arbitration regarding the pilot, filed with the City on June 6, 2025, and to forgo filing any further legal or administrative claim or challenge pertaining to the 2-Officer pilot program based on claims arising prior to the date of this agreement.

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

This Agreement shall expire upon the conclusion of the meet and confer process referenced above.

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian                      8/25/25                      Date  
Director of Employee Relations  
Director of Human Resources

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack                      8/25/25                      Date  
President, SJPOA

2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS

 #3148 8-25-25  
\_\_\_\_\_  
Paul Joseph  
Chief of Police  
Date

 #7524 8/25/25  
\_\_\_\_\_  
Catherine Alvarez  
Vice President, SJPOA  
Date

\_\_\_\_\_  
David Woolsey  
CFO, SJPOA  
Date

 8/25/25  
\_\_\_\_\_  
Ryan Ferguson  
SJPOA Board of Directors  
Date

 #4741 8/25/25  
\_\_\_\_\_  
Ashley Travaglione  
SJPOA Board of Directors  
Date

 8/25/25  
\_\_\_\_\_  
Tom Saggau  
Labor Negotiator  
Date

 8/25/25  
\_\_\_\_\_  
Gregg Adam  
POA Counsel  
Date

**CITY PROPOSAL #12 – DISTRICT-WIDE DISPATCHING SIDE LETTER**

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

**District-wide Dispatching**

A pilot program for district-wide dispatching is currently in progress in Central Division with a scheduled end date of November 8, 2025. The parties agree that after November 8, 2025, district-wide dispatching can continue, without limitation of time, but only in Western Division and that no expansion of district-wide dispatching shall be implemented prior to the completion of the meet and confer process regarding the impacts of implementing district-wide assignments beyond Western Division.

As part of this Agreement, the POA agrees to forgo filing any legal, contractual, or administrative claim or challenge pertaining to the district-wide dispatch pilot program based on claims arising prior to the date of this agreement.

Notwithstanding any future meet and confer obligation, within 30 days of the completion of the pilot program on November 8, 2025, the City will provide the POA with the final standard reports and collective information summarizing the pilot program, to the extent readily available. This will include any consolidated summaries, ratings, or feedback, to the extent such information is readily available. If the City intends to implement district-wide dispatching beyond the Western Division, it will also provide the POA with specific written proposals.

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

This Agreement shall expire upon the conclusion of the meet and confer process referenced above.

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/25/25  
\_\_\_\_\_  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA

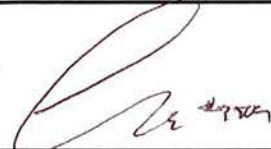
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Date

2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS

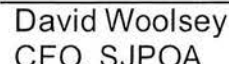
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Paul Joseph  
Chief of Police

8-25-25  
Date

  
Catherine Alvarez  
Vice President, SJPOA

08/25/25  
Date

  
David Woolsey  
CFO, SJPOA

                      
Date

  
Ryan Ferguson  
SJPOA Board of Directors

8/25/25  
Date

  
Ashley Travaglione  
SJPOA Board of Directors

8/25/25  
Date

  
Tom Saggau  
Labor Negotiator

8/25/25  
Date

  
Gregg Adam  
POA Counsel

8/25/25  
Date

**CITY PROPOSAL #15 – CUSTODY TRANSPORT OFFICER CLASSIFICATION**

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

**Custody Transport Officer Classification**

The City and the San Jose Police Officers' Association (POA) agree to the following related to the City's creation of a Custody Transport Officer (CTO) classification:

The CTO classification shall assume the duties of transporting, booking, and monitoring arrestees. Incumbents in the CTO classification will work under general supervision of a Police Lieutenant to transport arrestees to correctional facilities, medical facilities, and other locations, and to monitor arrestees to maintain order and security. The CTO classification shall differ from the Police Officer classification in that the latter has a broader range of duties to ensure the protection of life and property of the City's residents and visitors.

Once the City develops policies and procedures pertinent to the CTO classification, the City will discuss them with the POA and will engage in the meet and confer process with regard to any policy and procedure components subject to meet and confer obligations.

The CTO classification specification is attached and further outlines the qualifications and typical class essential duties.

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

FOR THE CITY:

  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources  
8/25/25  
Date

FOR THE UNION:

  
Steve Slack  
President, SJPOA  
8/25/25  
Date

  
Gregg Adam  
POA Counsel  
8/25/25  
Date

**City of San José**  
**CLASS SPECIFICATION**

**Title: Custody Transport Officer (2248)**

| <b>DEPARTMENT</b> | <b>ACCOUNTABLE TO</b> | <b>FLSA STATUS</b> |
|-------------------|-----------------------|--------------------|
| Police            | Police Lieutenant     | Non-exempt         |

**CLASS SUMMARY**

Under general supervision, transports arrestees to correctional facilities, medical facilities, and other locations, and monitors arrestees to maintain order and security. Performs related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a sworn classification responsible for transporting, booking, and monitoring arrestees. Incumbents work under general supervision of a Police Lieutenant and are expected to follow the operating procedures and policies of the unit, exercising judgment as new or unusual situations arise. The Custody Transport Officer differs from the Police Officer classification in that the latter has a broader range of duties to ensure the protection of life and property of the City's residents and visitors.

Incumbents are expected to wear a uniform and may be assigned to any shift including evenings, weekends, and holidays. Incumbents may be required to work overtime for assigned periods or for special events.

**QUALIFICATIONS**

**Minimum Qualifications**

**Education and Experience**

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND two (2) years of experience involving a substantial amount of contact with the general public.

**Acceptable Substitution**

- Up to two (2) years of college (60 semester units or 90 quarter units) from an accredited college or university may be substituted for the required experience on a year-for-year basis.
- Veterans and active military personnel may substitute the required experience if they:
  - Have served in the Air Force, Army, Marines, Navy, or Coast Guard AND
  - Have completed four (4) years of active military duty AND
  - Have received an honorable discharge from the United States Military

**Required Licensing (such as driver's license, certifications, etc.)**

- Possession of a valid driver's license authorizing operation of a motor vehicle in the State of California
- Must be at least 21 years of age
- POST PC 832 - Arrest and Firearms
- POST certification in Chemical Agents
- Possess and maintain a valid First AID and CPR certification
- Obtain POST Crisis Intervention Training within one year of employment
- Must meet all background, psychological and polygraph minimum standards as required by law

**Other Qualifications**

**(Incumbents may be required to have different combinations of the listed qualifications, or more specific job-related qualifications depending on the position.)**

**City of San José**  
**CLASS SPECIFICATION**

**Title: Custody Transport Officer (2248)**

**Basic Competencies**

**(Needed at entry into the job in order to perform the essential duties.)**

- Job Expertise – Demonstrates knowledge of and experience with applicable professional/technical principles and practices, Citywide and departmental procedures/policies and federal and state rules and regulations.
- Communication Skills - Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's ideas and thoughts.
- Computer Skills - Experienced with common business computer applications including but not limited to: MS Outlook, MS Word, MS PowerPoint, MS Access, and MS Excel.
- Teamwork and Interpersonal Skills - Develops effective relationships with co-workers and supervisors by helping others accomplish tasks and using collaboration and conflict resolution skills.
- Conflict Management - Uses appropriate interpersonal styles and methods to reduce tension or conflict between two or more people, by presenting the facts, analysis, and conclusions or solutions that show command of content and perspectives and interests of the audience.
- Decision Making - Identifies and understands issues, problems, and opportunities; uses effective approaches for choosing a course of action or developing appropriate solutions.
- Meeting Ethical Standards - When confronted with ethical dilemmas, acts in a way that reflects relevant law, policy and procedures, agency values, and personal values.
- Reliability - Completes quality work assignments in a timely and efficient manner; fulfills responsibilities and maintains confidentiality as appropriate.

| <b>DUTY NO.</b> | <b>TYPICAL CLASS ESSENTIAL DUTIES: (These duties and estimated frequency are a representative sample; position assignments may vary depending on the business needs of the department.) Duties may include, but are not limited to, the following:</b> | <b>FREQUENCY*</b>   |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1.              | Assumes custody of arrestees from patrol officers, ensuring proper transfer of responsibility, verifying documentation, and properly restraining the arrestee using handcuffs.                                                                         | Daily/Several Times |
| 2.              | Operates a motor vehicle to safely transport arrestees from arrest locations to the County jail.                                                                                                                                                       | Daily/Several Times |
| 3.              | Monitors all movements of arrestees.                                                                                                                                                                                                                   | Daily/Several Times |
| 4.              | Submits the necessary paperwork, provided by the Patrol Officer, during the booking process, and communicates with jail intake staff to ensure proper processing of the arrestee.                                                                      | Daily/Several Times |
| 5.              | Transports personal property of arrestees to the County jail.                                                                                                                                                                                          | Daily/Several Times |

**City of San José**  
**CLASS SPECIFICATION**

**Title: Custody Transport Officer (2248)**

| <b>DUTY NO.</b> | <b>TYPICAL CLASS ESSENTIAL DUTIES: (These duties and estimated frequency are a representative sample; position assignments may vary depending on the business needs of the department.) Duties may include, but are not limited to, the following:</b> | <b>FREQUENCY*</b>   |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 6.              | Operates a two-way radio to communicate with Police Officers.                                                                                                                                                                                          | Daily/Several Times |
| 7.              | Transports arrestees requiring medical care to medical facilities; observes and monitors arrestees during hospitalization.                                                                                                                             | As Required         |
| 8.              | Exercises de-escalation techniques or approved use-of-force methods when responding to violent and uncooperative individuals.                                                                                                                          | As Required         |
| 9.              | Reports escapes, irregular/suspicious occurrences or any unlawful activities committed by arrestee(s); promptly notifies appropriate law enforcement personnel when intervention is required.                                                          | As Required         |
| 10.             | Releases arrestees from custody on proper authority.                                                                                                                                                                                                   | As Required         |
| 11.             | Participates and successfully completes continuous professional training requirements.                                                                                                                                                                 | As Required         |
| 12.             | Testifies in court when necessary.                                                                                                                                                                                                                     | As Required         |
| 13.             | Performs other related work as required.                                                                                                                                                                                                               | As Required         |

\*Frequency defined as Daily/Several Times, Daily, Weekly, Intermittent, or As Required

**PHYSICAL/ENVIRONMENTAL ELEMENTS**

The following is a general statement for the classification. Individual positions may have additional or different physical/environmental elements.

In an office environment, possess ability to:

- Move between/within work areas, including but not limited to sitting, walking, running, and standing on various surfaces, turning, bending, grasping, and making repetitive hand movements;
- Lift, carry, push, and pull materials and objects up to 25 pounds, or heavier weights, in all cases with the use of proper equipment;
- Communicate in person and over the telephone or radio;
- Maintain professional demeanor during interactions with staff, customers, and the public.
- Operate, access, enter, and retrieve data using standard office equipment, including but not limited to a computer or tablet;
- Read printed materials and a computer screen;
- Be exposed to moderate noise levels and controlled temperature conditions.

In the field, possess the ability to:

- Quickly observe, assess, and respond to changing emergency conditions;
- Safely operate a police vehicle at varying rates of low to high speeds;
- Deploy law enforcement equipment including firearms and restraints;
- Assist in the restraint and transportation of individuals of a diverse range of heights and weights;
- Meet the physical/mental standards as set forth by the City of San Jose's physical agility and mandated testing programs;
- Be exposed to unpredictable working conditions including but not limited to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, hazardous physical substances, fumes, dust, and air contaminants.

**CLASSIFICATION HISTORY** Created XX/2025

**City of San José**  
**CLASS SPECIFICATION**

**Title: Custody Transport Trainee (2249)**

| <b>DEPARTMENT</b> | <b>ACCOUNTABLE TO</b> | <b>FLSA STATUS</b> |
|-------------------|-----------------------|--------------------|
| Police            | Police Lieutenant     | Non-exempt         |

**CLASS SUMMARY**

Under immediate supervision, participates in a structured academy to obtain required certifications needed to perform functions related to the transport of arrestees to correctional facilities, medical facilities, and monitor arrestees to maintain order and security. Performs related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is the entry-level training classification for arrestee transport within the City of San Jose Police Department. Incumbents are enrolled in a local county Correctional Academy. Participation and engagement in the academy are highly supervised while in progress and fits an established structure or pattern. This is a non-sworn classification which will not participate in portions of the Peace Officer Association agreement unique to Police Officer nor in the Disability Leave Supplement or any City retirement plan. Custody Transport Trainees must complete the required certifications and be appointed to the class of Custody Transport Officer in order to retain employment.

**QUALIFICATIONS**

**Minimum Qualifications**

**Education and Experience**

Completion of high school or equivalent (General Education Development [GED] Test or California Proficiency Certificate) AND two (2) years of experience involving a substantial amount of contact with the general public.

**Acceptable Substitution**

- Up to two (2) years of college (60 semester units or 90 quarter units) from an accredited college or university may be substituted for the required experience on a year-for-year basis.
- Veterans and active military personnel may substitute the required experience if they:
  - Have served in the Air Force, Army, Marines, Navy, or Coast Guard AND
  - Have completed four (4) years of active military duty AND
  - Have received an honorable discharge from the United States Military

**Required Licensing (such as driver's license, certifications, etc.)**

- Possession of a valid driver's license authorizing operation of a motor vehicle in the State of California
- Must be at least 21 years of age
- Must meet all background, psychological, and polygraph minimum standards as required by law

**Other Qualifications**

**(Incumbents may be required to have different combinations of the listed qualifications, or more specific job-related qualifications depending on the position.)**

**Basic Competencies**

**(Needed at entry into the job in order to perform the essential duties.)**

- Job Expertise – Demonstrates knowledge of and experience with applicable professional/technical principles and practices, Citywide and departmental procedures/policies and federal and state rules and regulations.

**City of San José**  
**CLASS SPECIFICATION**

**Title: Custody Transport Trainee (2249)**

- Communication Skills - Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's ideas and thoughts.
- Computer Skills - Experienced with common business computer applications including but not limited to: MS Outlook, MS Word, MS PowerPoint, MS Access, and MS Excel.
- Teamwork and Interpersonal Skills - Develops effective relationships with co-workers and supervisors by helping others accomplish tasks and using collaboration and conflict resolution skills.
- Meeting Ethical Standards - When confronted with ethical dilemmas, acts in a way that reflects relevant law, policy and procedures, agency values, and personal values.
- Reliability - Completes quality work assignments in a timely and efficient manner; fulfills responsibilities and maintains confidentiality as appropriate.

| <b>DUTY NO.</b> | <b>TYPICAL CLASS ESSENTIAL DUTIES: (These duties and estimated frequency are a representative sample; position assignments may vary depending on the business needs of the department.) Duties may include, but are not limited to, the following:</b>                                                                                                                                                                                                                                                                             | <b>FREQUENCY*</b>   |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1.              | Studies, attends classes, completes homework assignments, takes tests, and follows all instructions relative to the academy curriculum and behavior. Becomes proficient in the following areas of training: criminal law, arrest and control techniques, use of firearms, use and handling of chemical agents, Crisis Intervention, report writing, First Aid, CPR, defensive tactics, narcotics, cultural diversity/discrimination awareness, physical conditioning and training, and any other subjects included in the academy. | Daily/Several Times |
| 2.              | Performs other related work as required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | As Required         |

\*Frequency defined as Daily/Several Times, Daily, Weekly, Intermittent, or As Required

**PHYSICAL/ENVIRONMENTAL ELEMENTS**

The following is a general statement for the classification. Individual positions may have additional or different physical/environmental elements.

In an office environment, possess the ability to:

- Move between/within work areas, including but not limited to sitting, walking, running, and standing on various surfaces, turning, bending, grasping, and making repetitive hand movements;
- Lift, carry, push, and pull materials and objects up to 25 pounds, or heavier weights, in all cases with the use of proper equipment;
- Communicate in person and over the telephone or radio;
- Maintain professional demeanor during interactions with staff, customers, and the public.
- Operate, access, enter, and retrieve data using standard office equipment, including but not limited to a computer or tablet;
- Read printed materials and a computer screen;
- Be exposed to moderate noise levels and controlled temperature conditions.

City of San José  
**CLASS SPECIFICATION**

**Title: Custody Transport Trainee (2249)**

In the field, possess the ability to:

- Meet the physical/mental standards as set forth by the City of San Jose's physical agility and mandated testing programs;
- Be exposed to unpredictable working conditions including but not limited to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, hazardous physical substances, fumes, dust, and air contaminants.

**CLASSIFICATION HISTORY** Created XX/2025

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

**Investigations of Alleged Police Officer Misconduct**

The City and the San Jose Police Officers' Association (POA) agree to the following:

- Any investigative report conducted by Internal Affairs (IA) will be reviewed by the Independent Police Auditor (IPA). Selected investigative reports may also be reviewed by the Office of Employee Relations (OER), at its choosing. For investigations that are not deemed tolled pursuant to the Public Safety Officers' Procedural Bill of Rights (POBR), the investigative report will be provided to the IPA and/or OER no later than 9 months from the date the alleged misconduct was discovered by a person in the Department authorized to initiate an investigation before it is submitted to the IA Commander.
- The IPA and/or OER may provide written requests to the IA investigator in a timely manner, which may include, but is not limited to, requests for IA to interview additional witnesses, ask additional questions, or review an additional issue. The IA investigator must address written requests provided by the IPA and/or OER. The IA investigator must provide an additional opportunity for the IPA and/or OER to review any revisions to the investigative report based on the written requests provided by the IPA and/or OER prior to submission of the investigative report to the IA Commander.
- The parties agree that this Side Letter shall allow the IPA and/or IPA staff to be permitted to ask direct questions of a subject or witness officer during an administrative interview. In full compliance with POBR, the parties further agree that an officer is required to answer the Independent Police Auditor's questions just as they are required to answer questions posed by Internal Affairs. The parties acknowledge that the POBR limits the number of interrogators in an administrative interview to no more than two at a time. Nothing herein changes that.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement will remain in effect unless mutually withdrawn by the parties.

FOR THE CITY:

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/27/25  
Date

FOR THE UNION:

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA

8/27/25  
Date

  
\_\_\_\_\_  
Gregg Adam  
POA Counsel

8/27/25  
Date

**CITY PROPOSAL #17 – LATERAL POLICE OFFICER HIRING INCENTIVE PILOT PROGRAM**

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

**Lateral Police Officer Hiring Incentive Pilot Program**

Lateral Police Officers (2215) will be eligible for the following non-pensionable lump sum payments as specified in the table below:

| Police Officer (2215)                     |                  |
|-------------------------------------------|------------------|
| Timing                                    | Hiring Incentive |
| Upon Hire                                 | \$5,000          |
| Upon Completion of 6 months (1,040 hours) | \$5,000          |
| Upon Passing Probation (2,080 hours)      | \$10,000         |
| <b>Total</b>                              | <b>\$20,000</b>  |

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

State Troopers and Federal Police Officers will be eligible for a \$10,000 one-time non-pensionable payment upon passing probation (2,080 hours).

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 Police Officer class series prior to their one (1) year anniversary of passing probation in the Police Officer 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.

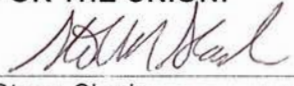
This Agreement is considered part of the tentative agreement for a successor MOA between the parties and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This Agreement will remain in effect through June 30, 2028.

**FOR THE CITY:**

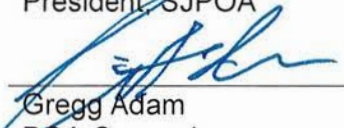
  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/25/25  
Date

**FOR THE UNION:**

  
Steve Slack  
President SJPOA

8/25/25  
Date

  
Gregg Adam  
POA Counsel

8/25/25  
Date

**CITY PROPOSAL #27 – REINSTATEMENT OF HORSE MOUNTED UNIT**

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

**Reinstatement of Horse Mounted Unit (HMU)**

The City and the San Jose Police Officers' Association (POA) engaged in discussions over impacts related to the reinstatement of the Horse Mounted Unit. As part of these discussions, the City confirmed that in Fiscal Year 2025-2026, the startup costs for this program, including horses and operating costs, will be covered by the San Jose Police Foundation and existing funding in the Gift Trust Fund. Staffing for the HMU will be using officers on a voluntary, overtime basis, funded by unspent funds for the walking beat overtime in the Central Division. The temporary Stable Manager position will be funded by vacancy savings in the Department. There may be limited ongoing funding needed that will be considered as part of the development of the base budget for future fiscal years.

Following these discussions, which concluded on August 29, 2025, the parties agree that this issue will be placed on the City Council agenda for approval in Open Session on September 16, 2025.

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

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/29/25  
\_\_\_\_\_  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA

8/29/25  
\_\_\_\_\_  
Date

**CITY PROPOSAL #28 – SJPD'S PURCHASE OF A FIXED WINGED AIRCRAFT**

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

**SJPD's Purchase of a Fixed Winged Aircraft**

The City and the San Jose Police Officers' Association (POA) engaged in discussions over SJPD's purchase of a fixed winged aircraft. As part of these discussions, the City confirmed that the aircraft will be funded by the State Drug Forfeiture Fund, SLES Fund, and the Federal Drug Forfeiture Fund.

Following these discussions, which concluded on August 29, 2025, the parties agree that this issue will be placed on the City Council agenda for approval in Open Session on September 16, 2025.

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

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources  
8/29/25  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA  
8/29/25  
Date

**CITY PROPOSAL #20 – SECONDARY EMPLOYMENT INSURANCE PROGRAM – OFFICER CONTRIBUTION RATE**

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

**Secondary Employment Insurance Program – Officer Contribution Rate**

The City and the San Jose Police Officers' Association (POA) agree to increase the Officer contribution rate for the Secondary Employment Law Enforcement Professional Liability Insurance Program from \$110 to \$200, effective the first pay period in Fiscal Year 2025-2026, following union ratification and Council approval in open session.

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

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/25/25  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA

8/25/25  
Date

  
\_\_\_\_\_  
Gregg Adam  
POA Counsel

8/25/25  
Date

**TENTATIVE AGREEMENT  
2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

**CITY PROPOSAL #6  
PAYMENT IN-LIEU OF HEALTH AND DENTAL INSURANCE**

City Proposed Language:

**8.3 Payment-in-Lieu of Health and/or Dental Insurance Program**

8.3.1 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. Effective as soon as practicable in Fiscal Year 2025-2026, following union ratification and Council approval in open session, the payment in lieu amount for "employee only" will be adjusted as provided in Section 8.3.2.

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

|                                                      | Health in-lieu                   | Dental in-lieu |
|------------------------------------------------------|----------------------------------|----------------|
| If eligible for family coverage                      | \$221.84                         | \$19.95        |
| If NOT eligible for employee plus dependent coverage | <del>\$89.09</del> <u>102.00</u> | \$19.95        |

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

**FOR THE CITY:**

  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources  
8/25/25  
Date

**FOR THE UNION:**

  
Steve Slack  
President, SJPOA  
8/25/25  
Date

  
Gregg Adam  
POA Counsel  
8/25/25  
Date

CITY COUNTER PROPOSAL TO POA PROPOSAL #10 – OVERPAYMENTS

City Proposed Language:

ARTICLE 11 OVERPAYMENT PAYBACK

11.1 Overpayment Payback

~~Any appropriate payback process from any employee to the City shall be in the same amount and at the same rate in which the overpayment occurred. This provision does not create a right of appeal where one did not exist before.~~

11.1 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.

11.1.1 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.

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

FOR THE CITY:

  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/27/25

Date

FOR THE UNION:

  
Steve Slack  
President, SJPOA

8/27/25

Date

  
Gregg Adam  
POA Counsel

8/27/25

Date

**CITY PROPOSAL #2 – TIME REPORTING**

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

**Time Reporting**

The City and the San Jose Police Officers' Association (POA) agree to continue discussions regarding the implementation of a time reporting system for sworn employees in the Police Department.

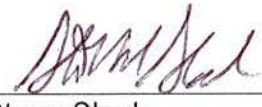
This Agreement is considered part of the tentative agreement for a successor MOA between the parties and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council.

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kotiyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/25/25  
\_\_\_\_\_  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA

8/25/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gregg Adam  
POA Counsel

8/25/25  
\_\_\_\_\_  
Date

**TENTATIVE AGREEMENT  
2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

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**CITY PROPOSAL #25 – ADVANCE NOTICE**

City Proposed Language:

**ARTICLE XX– ADVANCE NOTICE**

XX.X Whenever the City proposes to change work rules or work place policies, or issues new work rules or work place policies that are subject to meet and confer, the Union will be given written notice at least ten (10) working days, absent emergency, before the effective date of the rule or policy. This notice is provided in order that the Union may meet and confer over the rule or policy with the City before they become effective if the Union so requests.

XX.X In cases of emergency when the City Council, City Manager or Department Director determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice, City management shall provide such notice at the earliest practical time.

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

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources  
8/25/25 Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA  
8/25/25 Date

  
\_\_\_\_\_  
Gregg Adam  
POA Counsel  
8/25/25 Date

**TENTATIVE AGREEMENT  
2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

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**CITY PROPOSAL #3 – HOUSEKEEPING  
INCORPORATION OF SIDE LETTER AGREEMENT  
CITY-PAID PARENTAL LEAVE**

City Proposed Language:

**ARTICLE XX CITY-PAID PARENTAL LEAVE**

Full-time employees shall be eligible for City-Paid Parental Leave and are subject to the terms and conditions of the City of San Jose's Paid Parental Leave Policy.

Effective January 1, 2024, for eligible births, adoptions, or foster care placements, full-time employees will receive a maximum total of three hundred and twenty (320) hours of 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.

City-Paid Parental Leave and the use of available sick leave balances for City-Paid Parental Leave reasons must be used and completed no later than 12 months from the birth or placement of a child.

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

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources  
8/25/25  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack  
President, SJPOA  
8/25/25  
Date

  
\_\_\_\_\_  
Gregg Adam  
POA Counsel  
8/25/25  
Date

**TENTATIVE AGREEMENT  
2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

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**CITY PROPOSAL #4 – HOUSEKEEPING  
INCORPORATION OF SIDE LETTER AGREEMENT – WEAPONS**

City Proposed Language:

**ARTICLE 28 WEAPONS**

28.1 The City shall supply every officer with one of the following weapons:

- a) ~~Sig Sauer semi-automatic pistol in model P225 or P226, or~~
- b) Glock semi-automatic pistol in model G17, G47 or G19. If Glock discontinues these models, the City will supply an equivalent Glock model.

~~If both pistols are available, officers will have choice between the two.~~

~~Officers who are currently issued a Smith & Wesson model 66, 3906 or 3913 as a primary weapon may continue to carry the weapon as an option. Upon termination of City service, any supplied weapon shall be returned to the City.~~

28.2 Officers who elect not to carry the City issued weapon may carry as their primary weapon while on duty, at their own expense, the following weapons:

- a) A semi-automatic pistol manufactured by Beretta, Glock, Sig Sauer, or Smith & Wesson a reputable firearms manufacturer with a barrel length of 3.25 to 5.5 inches and a trigger pull of no less than 4 pounds, in caliber 9mm, .40 caliber or .45 caliber, or a revolver manufactured by Colt or Smith & Wesson in .38 caliber or .357 magnum with a 4-6 inch barrel. No personal firearm shall be used unless approved by the Department's Range Unit. A roster of approved firearms will be maintained by the Range Unit with approval from the Office of the Chief.
- b) Those officers assigned to the MERGE unit, and officers who have completed the requirements of Section 28.2.3 may choose to carry a 1911 O-Frame Style Pistol in 9mm, .40 Smith & Wesson or .45 Automatic Colt Pistol.

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

**TENTATIVE AGREEMENT**  
**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

---

**FOR THE CITY:**

  
\_\_\_\_\_  
Aram Kouyoumdjian                      8/25/25  
Director of Employee Relations                      Date  
Director of Human Resources

**FOR THE UNION:**

  
\_\_\_\_\_  
Steve Slack                      8/25/25  
President, SJPOA                      Date

  
\_\_\_\_\_  
Gregg Adam                      8/25/25  
POA Counsel                      Date

**TENTATIVE AGREEMENT**  
**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

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**CITY PROPOSAL #5 – HOUSEKEEPING – INCORPORATION OF SIDE LETTER AGREEMENT - PREVENTION, AWARENESS, AND WELLNESS SUPPORT PROGRAM (PAWS)**

City Proposed Language:

**ARTICLE XX – Prevention, Awareness, and Wellness Support Program (PAWS)**

- A therapy dog will be assigned to a single handler in BFO.
- A set number of alternate handlers will be identified to assist with the PAWS program as deemed necessary by SJPD.
- Interested Officers will undergo a selection process as determined by SJPD.
- The primary handler will be responsible for the regular training, care, grooming, feeding, and maintenance of the dog.
- The primary handler and any identified alternate handlers will complete all required training as determined by Operation Freedom Paws (OFP) and/or SJPD.
- The therapy dog will accompany the assigned handler to work on their regularly scheduled shift and overtime assignments.
- Any use of the therapy dog outside of the assigned handler's regularly scheduled shift and overtime assignments will be at the discretion of the Chief of Police or their designee.
- The primary handler and any alternate handlers will continue to perform all their regular duties, including patrol or other field assignments, without any reduction in services to the community. Being a therapy dog handler will not interfere with their ability to perform their primary duties in the field.
- The dog will not be in the field or on patrol with the handler.
- Determination of the dog's retirement will be at the at the discretion of the Chief of Police or their designee.

In recognition of the duties and responsibilities of the PAWS handler assignment, including the care and maintenance of the therapy dog while on or off duty, the primary handler assigned to the therapy dog shall be eligible for additional pay equal to approximately two and one-half percent (2.5%) of the employee's current rate of pay. Such additional compensation shall not be paid for any biweekly period or portion thereof where the therapy dog is not assigned to the primary handler.

Alternate handlers who are assigned to the dog while the primary handler is off-duty shall be eligible for additional pay equal to approximately two and one-half percent (2.5%) of the employee's current rate of pay for the duration of the assignment.

**TENTATIVE AGREEMENT**  
**2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

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- The primary handler and any alternate handler shall not receive the above mentioned premium pay simultaneously.
- The primary handler and any alternate handler will only be eligible for the premium pay for any portion of time within a pay period that the dog is assigned to them.
- In instances in which the primary handler or any alternate handlers are off-duty for periods of two weeks or more, Article 5.6, Premium Pay, and Article 5.6.6, Premium Pay While on Disability Leave, of the SJPOA MOA shall apply.

In the event that the primary handler is unable to have the therapy dog accompany them for any period of time while they are on their regularly scheduled shift and/or overtime assignment, the primary handler will be responsible for identifying an available on-duty Officer who is not in a field assignment to watch over the therapy dog. Said on-duty Officer shall not be eligible for any additional pay for the time spent supervising the therapy dog.

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

**FOR THE CITY:**

  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/25/25  
Date

**FOR THE UNION:**

  
Steve Slack  
President, SJPOA

8/25/25  
Date

  
Gregg Adam  
POA Counsel

8/25/25  
Date

**TENTATIVE AGREEMENT  
2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

---

**CITY COUNTERPROPOSAL TO POA PROPOSAL #2 – WAGES AND  
PREMIUM PAY – RECRUITMENT AND RETENTION PAY**

City Counter Proposed Language:

**ARTICLE 5            WAGES AND PREMIUM PAY**

**5.1    Recruitment and Retention Pay**

In acknowledgement of the recruitment and retention issues of classifications assigned to the POA, all salary ranges for employees holding positions in classifications assigned to the POA shall receive an approximate 4% ongoing retention premium pay, which has been rolled into base pay as of June 23, 2024. ~~This payment is not pensionable.~~

~~Effective the first full pay period of Fiscal Year 2024-2025, the 4% ongoing retention premium pay shall be rolled into base pay for all salary ranges for employees holding positions in classifications assigned to the POA.~~

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

**FOR THE CITY:**

  
Aram Kouyoumdjian  
Director of Employee Relations  
Director of Human Resources

8/25/25  
Date

**FOR THE UNION:**

  
Steve Slack  
President, SJPOA

8/25/25  
Date

  
Gregg Adam  
POA Counsel

8/25/25  
Date

**TENTATIVE AGREEMENT  
2025 CITY OF SAN JOSÉ – POA NEGOTIATIONS**

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**CITY COUNTERPROPOSAL TO POA PROPOSAL #5 – MAINTENANCE OF MEMBERSHIP**

City Counter Proposed Language:

**ARTICLE 35 ——— MAINTENANCE OF MEMBERSHIP**

- ~~35.1 Except as otherwise provided herein, each employee who, on July 1, 2022, is a member in good standing of the Organization shall thereafter, as a condition of employment, maintain such membership for the duration of this Agreement, to the extent of paying the periodic dues uniformly required by the Organization as a condition of retaining membership.~~
- ~~35.2 Any employee who, on July 1, 2022, is not a member of the Organization or any person who becomes an employee after December 10, 2013, shall not be required to become a member as a condition of employment. Any such employee who thereafter becomes a member of the Organization shall thereafter maintain such membership for the duration of the Agreement except as otherwise provided herein.~~
- ~~35.3 Any employee who, on July 1, 2022, was a member of the Organization, and any employee who subsequently becomes a member may, during the period beginning July 1, 2022 through June 30, 2025, resign such membership and thereafter shall not be required to join as a condition of employment. Resignations shall be in writing addressed to the Director of Employee Relations with a copy to the Organization.~~
- ~~35.4 The Organization shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of the application of or implementation of the provisions of this Article.~~

**ARTICLE 24 DUES DEDUCTION**

- 24.1 The City will deduct from the pay of each employee covered by this Memorandum of Agreement, while such employee is assigned to a classification included in a representation unit represented by the Organization, dues uniformly required as a condition of membership, pursuant to the Employee Organization's constitution and by-laws provided that the employee has signed an appropriate Authorized Dues Deduction card. Such authorization shall be on a form approved by the Director of Employee Relations. Payroll dues deductions shall be in the amount certified to the Director of Employee Relations from time to time by the designated Officer of the Employee Organization as regular monthly dues.

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- 24.2 Deductions shall be made from wages earned by the employee for the first two pay periods in each month for dues for the preceding month. The City will remit to the designated officer of the Employee Organization the amounts so deducted accompanied by a list of the employees for whom the deduction was made.
- 24.3 City will make available to the Organization a check reflecting the dues deduction pursuant to the dues deduction provisions hereof on the Tuesday following the Friday that paychecks are issued. Any adjustments to the amount transmitted shall be made in a succeeding pay period and/or in a succeeding check to the Organization.
- 24.4 Properly executed dues deduction authorization cards and an alphabetical list of the additional employees authorizing the deduction shall be submitted to the Director of Employee Relations on or before the Monday of the week preceding the beginning of the pay period in which deductions are to be made. If, through inadvertence or error, the City fails to make the authorized deduction or any part thereof, the City shall assume no responsibility to correct such omission or error retroactively.
- 24.5 It is expressly understood and agreed that the Employee Organization will refund to the employee any union dues erroneously withheld from an employee's wages by the City and paid to the Employee Organization. In the event the Employee Organization fails to refund the dues erroneously withheld within a reasonable period of time following notification, the City will make such refund and deduct the amount from the amount due to the Employee Organization.
- 24.6 The employee shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action that shall be taken by the City for the purpose of complying with the foregoing provisions of this Article, or/in reliance on any list or certification which shall have been furnished to the City under the above provisions.
- 24.7 Since the Organization is the exclusive representative of the bargaining unit, it shall be the only employee organization entitled to dues deduction.
- 24.8 Requests to end due deductions shall be in writing addressed to the Director of Employee Relations with a copy to the Organization.

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

