

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE TO APPROVE THE TERMS OF A SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN JOSE AND SAN JOSE POLICE OFFICERS' ASSOCIATION RELATED TO THE PREVENTION, AWARENESS, AND WELLNESS SUPPORT PROGRAM IN THE SAN JOSE POLICE DEPARTMENT'S BUREAU OF FIELD OPERATIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN JOSE:

1. That the terms of a Side Letter Agreement between the City of San José and the San José Police Officers' Association for the implementation of the Prevention, Awareness, and Wellness Support ("PAWS") Program in the San José Police Department's Bureau of Field Operations effective as soon as practicable are hereby approved.
2. The general terms of the agreement are set out and described in the Memorandum to the Honorable Mayor and City Council from Jennifer Schembri, Deputy City Manager, dated January 10, 2025, and attached hereto as Attachment A and incorporated in this Resolution.

ADOPTED this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

MATT MAHAN
Mayor

ATTEST:

TONI J. TABER, MMC
City Clerk



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Name of Department Director

SUBJECT: See Below

DATE: January 10, 2025

Approved

Date:

COUNCIL DISTRICT: Citywide

SUBJECT: Prevention, Awareness, and Wellness Support Program (PAWS Program) for the Bureau of Field Operations in the San Jose Police Department

RECOMMENDATION

Adopt a resolution to approve the terms of a Side Letter Agreement between the City of San Jose and the San Jose Police Officers' Association (SJPOA) for the implementation of the Prevention, Awareness, and Wellness Support Program (PAWS Program) in the San Jose Police Department's Bureau of Field Operations effective as soon as practicable.

SUMMARY AND OUTCOME

Adoption of the resolution will approve a Side Letter Agreement to implement the Prevention, Awareness, and Wellness Support Program (PAWS Program) in the San Jose Police Department's Bureau of Field Operations and provide a premium pay for the employee assigned as the therapy dog handler in Prevention, Awareness, and Wellness Support Program (PAWS Program) equivalent to two and one-half percent (2.5%) of the employee's current rate of pay.

BACKGROUND

Police Officers are often exposed to high levels of stress, trauma, and critical incidents due to the nature of their positions. Research suggests that the sheer presence of therapy dogs improves certain behavioral outcomes. In addition, therapy dog interventions have been found to be effective in reducing symptoms of Post-Traumatic Stress Disorder (PTSD) and stress reduction in a variety of contexts. Because of their ability to help clients regulate emotional states and engage in meaningful interactions,

there is a growing trend with police departments nationwide to incorporate therapy animals into their mental health programs. The expansion of the Prevention, Awareness, and Wellness Support Program (PAWS Program) in the San Jose Police Department's to include the Bureau of Field Operations through Operation Freedom Paws will allow therapy dogs to provide support for Police Officers and further support the City's mental health and wellness efforts.

On December 20, 2024, the City and SJPOA reached a Side Letter Agreement for the implementation of the Prevention, Awareness, and Wellness Support Program (PAWS Program). Upon the implementation and start of the Prevention, Awareness, and Wellness Support Program (PAWS Program), the employee assigned as the therapy dog handler will be eligible to receive a premium pay equivalent to two and one-half percent (2.5%) of the employee's current rate of pay in recognition of the duties and responsibilities of the handler assignment, including the care and maintenance of the therapy dog while on or off duty.

ANALYSIS

Adoption of the Administration's recommendation would result in the implementation the Side Letter Agreement between the City and SJPOA (Attachment A). As provided for in the Side Letter Agreement, the parties agree to the following:

- A therapy dog will be assigned to a single handler in the Bureau of Field Operations.
- A set number of alternate handlers will be identified to assist with the Prevention, Awareness, and Wellness Support Program (PAWS Program) as deemed necessary by the San Jose Police Department.
- Interested Officers will undergo a selection process as determined by the San Jose Police Department.
- 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 and/or the San Jose Police Department.
- 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 discretion of the Chief or their designee.

In recognition of the duties and responsibilities of the handler assignment, including the care and maintenance of the therapy dog while on or off duty, effective as soon as practicable but no sooner than the first full pay period of the start of the Prevention, Awareness, and Wellness Support Program (PAWS Program), 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.

- 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 Memorandum of Agreement (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.

EVALUATION AND FOLLOW-UP

No further follow-up related to this action is anticipated at this time.

COST SUMMARY/IMPLICATIONS

There is no cost for the therapy dog through the Operation Freedom Paws. The estimated annual cost for the veterinary expenses, food and supplies is \$3,000 for the first year and approximately \$2,200 annually thereafter. The estimated cost of the premium pay provided to the primary handler or alternate handler in the primary

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handler's absence is estimated to be \$4,500 annually. These costs will be absorbed within the Police Department's existing budget.

COORDINATION

This memorandum was coordinated with the San Jose Police Department, City Manager's Budget Office, and the City Attorney's Office.

PUBLIC OUTREACH

This memorandum will be posted on the City's Council Agenda website for the January 28, 2025 City Council meeting.

COMMISSION RECOMMENDATION AND INPUT

No commission recommendation or input is associated with this action.

CEQA

Not a Project, File No. PP17-003, Agreements/Contracts (New or Amended) resulting in no physical changes to the 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.


Jennifer Schembri
Deputy City Manager

The principal author of this memorandum is Elsa Cordova, Deputy Director, Office of Employee Relations. For questions, please contact elsa.cordova@sanjoseca.gov or (408) 535-8159.

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ATTACHMENT

Attachment A - Side Letter Agreement between the City of San Jose and the SJPOA - Prevention, Awareness, and Wellness Support Program (PAWS Program)

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

Prevention, Awareness, and Wellness Support Program (PAWS)

The City of San Jose (City) and the San Jose Police Officers' Association (SJPOA) hereby agree that effective as soon as practicable after this agreement is signed by all parties and approved in open session by the City Council, the PAWS program will implemented in the Bureau of Field Operations (BFO) of the San Jose Police Department (SJPD). As part of the program the parties agree to the following:

- 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 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, effective as soon as practicable but no sooner than the first full pay period of the start of the PAWS Program, 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.

- 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.

The terms of this Agreement shall become effective when signed by all parties below and approved by the City Council in open session and shall be incorporated into the current or successor MOA between the City and the SJPOA.

FOR THE CITY:

Jennifer Schembri 12/20/2024
 Jennifer Schembri Date
 Deputy City Manager

Paul Joseph # 3148 12-20-24
 Paul Joseph Date
 Chief of Police

FOR THE UNION:

Steve Slack 12/19/2024
 Steve Slack Date
 President, SJPOA