

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE SAN JOSE POLICE DISPATCHERS' ASSOCIATION (SJPDA) FOR THE TERM OF JULY 1, 2026 THROUGH JUNE 30, 2029 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SJPDA**

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

1. That the terms of a collective bargaining agreement between the City of San José and the San Jose Police Dispatchers' Association (SJPDA) with a term of July 1, 2026 through June 30, 2029, are hereby approved. The City Manager is hereby authorized to execute the agreement with those terms on behalf of the City of San José.
2. The general terms of the agreement are set out and described in the Memorandum to the Honorable Mayor and City Council from Aram Kouyoumdjian, Director of Human Resources and City Manager's Office of Employee Relations dated June 5, 2026, and attached hereto as Attachment A and incorporated in this Resolution.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

\_\_\_\_\_  
MATT MAHAN  
Mayor

ATTEST:

\_\_\_\_\_  
TONI J. TABER, CMC  
City Clerk



# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Aram Kouyoumdjian

**SUBJECT:** See Below

**DATE:** June 5, 2026

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Approved \_\_\_\_\_ Date: \_\_\_\_\_

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**COUNCIL DISTRICT:** Citywide

**SUBJECT: APPROVAL OF THE TERMS OF AN AGREEMENT WITH THE SAN JOSÉ POLICE DISPATCHERS’ ASSOCIATION (SJPDA), FOR THE TERM OF JULY 1, 2026 THROUGH JUNE 30, 2029**

**RECOMMENDATION**

Adopt a resolution approving the terms of a collective bargaining agreement between the City and the San José Police Dispatchers’ Association (SJPDA) for the term of July 1, 2026 through June 30, 2029, and authorizing the City Manager to execute an agreement with those terms.

**SUMMARY AND OUTCOME**

Adoption of the resolution would result in a collective bargaining agreement between the City and SJPDA and authorize the City Manager to execute an agreement with a term of July 1, 2026 through June 30, 2029, with those terms.

**BACKGROUND**

The City of San José’s collective bargaining agreement with SJPDA will expire on June 30, 2026. SJPDA currently represents approximately 160.5 full-time-equivalent positions. This unit includes employee job classifications such as Supervising Police Dispatcher, Senior Police Dispatcher (FT/PT), Police Radio Dispatcher (FT/PT), Police Communications Specialist (FT/PT), and Police Radio Dispatcher Trainee.

**DRAFT – Contact the Office of the City Clerk at (408) 535-1260 or [CityClerk@sanjoseca.gov](mailto:CityClerk@sanjoseca.gov) for final document.**

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In March 2026, negotiations with SJPDA commenced, and on May 27, 2026, the City and SJPDA reached an overall Tentative Agreement on the terms to be contained in the successor Memorandum of Agreement between the City and SJPDA.

The Tentative Agreement is pending ratification by SJPDA membership. SJPDA will notify the City of the ratification results prior to the June 16, 2026, City Council meeting.

**ANALYSIS**

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

<b>Term</b>	July 1, 2026 through June 30, 2029											
<p><b>One-Time Non-Pensionable Lump Sum Payment in Lieu of Ongoing Pensionable General Wage Increase</b></p>	<p><u>Fiscal Year 2026-2027</u></p> <p>Effective June 21, 2026, all full-time employees holding positions assigned to SJPDA shall receive a one-time non-pensionable lump sum payment of \$5,250 in lieu of any ongoing general wage increase in Fiscal Year 2026-2027.</p> <p>Part-time employees holding positions assigned to SJPDA shall receive a one-time non-pensionable lump sum payment as provided in the table below:</p> <table border="1" data-bbox="570 1234 1409 1497"> <thead> <tr> <th data-bbox="570 1234 987 1346"><b>Benefit Level</b></th> <th data-bbox="987 1234 1409 1346"><b>One-Time Non-Pensionable Lump Sum Payment</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="570 1346 987 1381">30.00 – 34.00</td> <td data-bbox="987 1346 1409 1381">\$4,420</td> </tr> <tr> <td data-bbox="570 1381 987 1417">25.00 – 29.00</td> <td data-bbox="987 1381 1409 1417">\$3,770</td> </tr> <tr> <td data-bbox="570 1417 987 1453">20.00 – 24.00</td> <td data-bbox="987 1417 1409 1453">\$3,120</td> </tr> <tr> <td data-bbox="570 1453 987 1497">19.00</td> <td data-bbox="987 1453 1409 1497">\$2,600</td> </tr> </tbody> </table>		<b>Benefit Level</b>	<b>One-Time Non-Pensionable Lump Sum Payment</b>	30.00 – 34.00	\$4,420	25.00 – 29.00	\$3,770	20.00 – 24.00	\$3,120	19.00	\$2,600
<b>Benefit Level</b>	<b>One-Time Non-Pensionable Lump Sum Payment</b>											
30.00 – 34.00	\$4,420											
25.00 – 29.00	\$3,770											
20.00 – 24.00	\$3,120											
19.00	\$2,600											
<p><b>Pensionable General Wage Increase</b></p>	<p><u>Fiscal Year 2027-2028</u></p> <p>Effective the first full pay period of Fiscal Year 2027-2028, all salary ranges for employees holding positions in classifications assigned to SJPDA will receive a pensionable base pay increase of approximately 3.00%. This will result in both the top and bottom step of the pay range being increased by approximately 3.00%.</p>											

<p><b>Pensionable General Wage Increase (Continued)</b></p>	<p><u>Fiscal Year 2028-2029</u></p> <p>Effective the first full pay period of Fiscal Year 2028-2029, all salary ranges for employees holding positions in classifications assigned to SJPDA will receive a pensionable base pay increase of approximately 3.00%. This will result in both the top and bottom step of the pay range being increased by approximately 3.00%.</p>
<p><b>POST Certification Pay</b></p>	<p><u>Intermediate POST Certification</u></p> <p>Effective the first full pay period of Fiscal Year 2027-2028, employees in SJPDA who possess a valid Intermediate POST certification will be eligible to receive a 2.00% pensionable premium pay.</p> <p>Effective the first full pay period of Fiscal Year 2028-2029, the Intermediate POST Certification pensionable premium pay shall be increased by 1.00% for a total of approximately 3.00%.</p> <p><u>Advanced POST Certification</u></p> <p>Effective the first full pay period of Fiscal Year 2027-2028, employees in SJPDA who possess a valid Advanced POST certification will be eligible to receive a 2.50% pensionable premium pay.</p> <p>Effective the first full pay period of Fiscal Year 2028-2029, the Advanced POST Certification pensionable premium pay shall be increased by 2.50% for a total of approximately 5.00%.</p> <p>If an employee loses their POST Intermediate or Advanced certificate or if their certificate is suspended, any POST Certification Pay shall cease until the San José Police Department and the Finance-Payroll Department have been informed that the certificate has been re-obtained. The employee is responsible for ensuring the City is notified of any change in status of their certificate.</p>

<b>Union Release Time</b>	In lieu of the release time afforded to the designated Union Representative in Article 6.3.2 of the Memorandum of Agreement between the City and SJPDA, two (2) hours per week of paid union release time shall be allocated to the Union President or one designated Union Officer. SJPDA will notify the City of the selection of the designated Union Officer who should remain in this role for at least a three-month period, absent extenuating circumstances.
<b>Labor Management Committee</b>	A labor-management meeting between the San José Police Department and SJPDA shall be held on a monthly basis. The labor-management meeting shall consider and discuss broadly matters of mutual concern pertaining to department operations or employment issues.
<b>Side Letter – Retirement Plan</b>	<p>Prior to September 30, 2027, the parties shall convene to discuss potential membership in the Police and Fire Department Retirement Plan for classifications represented by SJPDA.</p> <p>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 will be subject to approval by the City Council, the City's retirement boards, ratification by SJPDA membership, and potential voter approval.</p>

**EVALUATION AND FOLLOW-UP**

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

**FISCAL IMPACTS**

In Fiscal Year 2026-2027, the cost of the one-time non-pensionable lump sum payment is approximately \$835,000, of which approximately \$831,000 is in the General Fund. This cost will be offset by a recommended decrease to the Salaries and Benefits Reserve and other adjustments, as necessary, as part of the budget actions for City Council consideration as part of the 2025-2026 Annual Report.

HONORABLE MAYOR AND CITY COUNCIL

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In Fiscal Year 2027-2028, the ongoing cost of the 3.00% pensionable general wage increase is approximately \$654,000, of which \$651,000 is in the General Fund. The ongoing cost due to the establishment of the POST Certification pay in Fiscal Year 2027-2028 is approximately \$382,000, of which approximately \$380,000 is in the General Fund. The ongoing costs will be factored into the annual development of the Base Budget.

In Fiscal Year 2028-2029, the ongoing cost of the 3.00% pensionable general wage increase is approximately \$674,000, of which \$671,000 is in the General Fund. The ongoing cost due to the increases to the POST Certification pay is approximately \$311,000, of which approximately \$310,000 is 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 Council Agenda website for the June 16, 2026 City Council meeting.

### **BOARD, COMMISSION, COMMITTEE RECOMMENDATION AND INPUT**

No board, commission, or committee 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.

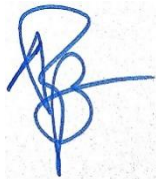
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Aram Kouyoumdjian  
Director of City Manager's Office of Employee Relations  
Director of Human Resources

For questions, please contact Sarah Steele, Senior Executive Analyst, at (408) 535-8158.

**ATTACHMENT:**

Attachment – City of San José – SJPDA Tentative Agreement

**DRAFT – Contact the Office of the City Clerk at (408) 535-1260 or [CityClerk@sanjoseca.gov](mailto:CityClerk@sanjoseca.gov) for final document.**

**2026 SJPDA NEGOTIATIONS  
TENTATIVE AGREEMENT**

**TERM**

- July 1, 2026 – June 30, 2029

**WAGES**

- Fiscal Year 2026-2027  
\$5,250 one-time non-pensionable lump sum payment effective the first full pay period of Fiscal Year 2026-2027 following union ratification and Council approval in open session. Effective the first full pay period of Fiscal Year 2026-2027 following union ratification and Council approval in open session, all full-time employees holding positions assigned to SJPDA shall receive a one-time non-pensionable lump sum payment of \$5,250 in lieu of any ongoing general wage increase in Fiscal Year 2026-2027. Part-time employees shall receive a one-time non-pensionable lump sum payment as provided in the table below:

<b>Benefit Level</b>	<b>One-Time Non-Pensionable Lump Sum Payment</b>
30.00 – 34.00	\$ 4,420
25.00 – 29.00	\$ 3,770
20.00 – 24.00	\$ 3,120
19.00	\$ 2,600

- Fiscal Year 2027-2028  
3.00% 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 SJPDA shall be increased by approximately 3.00%.
- Fiscal Year 2028-2029  
3.00% general wage increase effective the first full pay period of Fiscal Year 2028-2029. Effective the first full pay period of Fiscal Year 2028-2029, all salary ranges for employees holding positions in classifications assigned to the SJPDA shall be increased by approximately 3.00%.

**POST CERTIFICATION PAY**

- POST Certification Pay

**UNION RELEASE TIME**

- Union Release Time

**LABOR MANAGEMENT COMMITTEE**

- Labor Management Committee

2026 SJPDA NEGOTIATIONS  
TENTATIVE AGREEMENT

**RETIREMENT PLAN SIDE LETTER**

- Retirement Plan Side Letter

**HOUSEKEEPING**

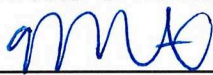
- Housekeeping – Recognition


**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.*

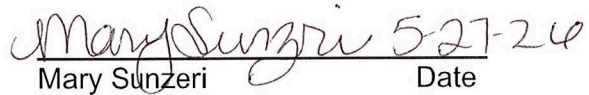
**FOR THE CITY:**


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

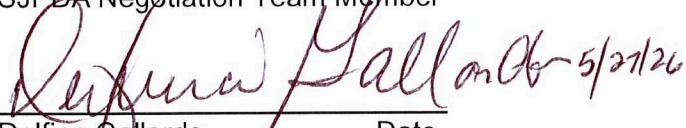
  
\_\_\_\_\_  
Date  
Elsa Cordova  
Deputy Director  
Office of Employee Relations

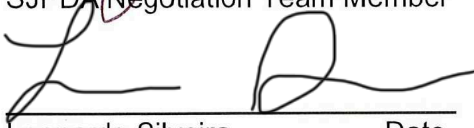
  
\_\_\_\_\_  
Date  
Sarah Steele  
Senior Executive Analyst  
Office of Employee Relations

**FOR THE UNION:**

  
\_\_\_\_\_  
Date  
Mary Sunzeri  
SPDA President

  
\_\_\_\_\_  
Date  
Jasmeet Deol  
SJPDA Negotiation Team Member

  
\_\_\_\_\_  
Date  
Delfina Gallardo  
SJPDA Negotiation Team Member

  
\_\_\_\_\_  
Date  
Leonardo Silveira  
SJPDA Negotiation Team Member

  
\_\_\_\_\_  
Date  
Heidi Vieira  
SJPDA Negotiation Team Member

  
\_\_\_\_\_  
Date  
Tom Saggau  
SJPDA Labor Consultant

  
\_\_\_\_\_  
Date  
Gregg Adam  
SJPDA Counsel

**2026 CITY OF SAN JOSÉ – SJPDA NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL TO SJPDA PROPOSAL #2 – GENERAL WAGE INCREASES**

**ARTICLE 12 WAGES AND SPECIAL PAY**

12.1 All employees holding positions assigned to SJPDA (Union Code 131) receive an approximate 5% ongoing non-pensionable compensation increase.

12.1.1 ~~Effective June 25, 2023, all salary ranges for employees holding positions in classifications assigned to SJPDA shall be increased by approximately 5.00%. Effective September 17, 2023, all salary ranges for employees holding positions in classifications assigned to SJPDA shall be increased by 1.00% for a total pensionable general wage increase of 6.00%. The 1.00% increase shall be based on the rate of pay as of June 24, 2023. Effective the first full pay period of Fiscal Year 2026-2027 following union ratification and Council approval in open session, full-time employees holding positions in classifications assigned to SJPDA shall receive a one-time non-pensionable lump-sum payment of \$5,250 in lieu of any ongoing general wage increase in Fiscal Year 2026-2027. Part-time employees shall receive a one-time non-pensionable lump sum payment as provided in the table below:~~

<u>Benefit Level</u>	<u>One-Time Non-Pensionable Lump Sum Payment</u>
<u>30.00 – 34.00</u>	<u>\$ 4,420</u>
<u>25.00 – 29.00</u>	<u>\$ 3,770</u>
<u>20.00 – 24.00</u>	<u>\$ 3,120</u>
<u>19.00</u>	<u>\$ 2,600</u>

12.1.2 Effective the first pay period in Fiscal Year ~~2024-2025~~2027-2028, all salary ranges for employees holding positions in classifications assigned to SJPDA shall be increased by approximately ~~4.00~~3.00%.

~~Effective the first full pay period in January 2025, all salary ranges for employees holding positions in classifications assigned to SJPDA shall be increased by approximately 1.00%.~~

12.1.3 Effective the first pay period in Fiscal Year ~~2025-2026~~2028-2029, all salary ranges for employees holding positions in classifications assigned to SJPDA shall be increased by approximately ~~3.50~~3.00%.

~~If the revised 5-Year Forecast included as part of the 2025-2026 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2025-2026, the general wage increase effective the first full pay period of Fiscal Year 2025-2026, for employees holding positions in classifications assigned to SJPDA shall be 4.00%.~~

**2026 CITY OF SAN JOSÉ – SJPDA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY COUNTERPROPOSAL TO SJPDA PROPOSAL #3 – EDUCATION  
INCENTIVE AND REIMBURSEMENT**

City Proposed Language:

**ARTICLE 12 WAGES AND SPECIAL PAY**

12.XX Commission on Peace Officer Standards and Training of the State of California (POST) Certification Pay

12.XX.1 Intermediate POST Certification Pay. Effective the first full pay period of Fiscal Year 2027-2028, employees who possess a valid Intermediate POST certification shall be eligible to receive a pensionable premium pay to be paid in a flat amount, bi-weekly, equivalent to 2.00% of the eligible employee's base pay. This pensionable premium pay becomes effective the first full pay period after the date of an approved application and proof of certification is received by the Payroll Department.

Effective the first full pay period of Fiscal Year 2028-2029, the Intermediate POST certification shall be increased by 1.00%, for a total of 3.00%.

12.XX.2 Advanced POST Certification Pay. Effective the first full pay period of Fiscal Year 2027-2028, employees who possess a valid Advanced POST certification shall be eligible to receive a pensionable premium pay to be paid in a flat amount, biweekly, equivalent to 2.50% of the eligible employee's base pay. This pensionable premium pay becomes effective the first full pay period after the date of an approved application and proof of certification is received by the Payroll Department.

Effective the first full pay period of Fiscal Year 2028-2029, the Advanced POST certification shall be increased by 2.50%, for a total of 5.00%.

12.XX.3 If an employee loses their POST Intermediate or Advanced certificate or if their certificate is suspended, any POST Certification Pay shall cease until the San Jose Police Department and Payroll Department have been informed that the certificate has been re-obtained. It is the employee's responsibility to ensure that the San Jose Police Department and Payroll Department are notified of any change in status of their certificate.

2026 CITY OF SAN JOSÉ – SJPDA NEGOTIATIONS  
TENTATIVE AGREEMENT

CITY COUNTERPROPOSAL TO SJPDA PROPOSAL #5 – UNION RELEASE TIME

6.2 Release Time

6.2.1 Release time from regular City duties shall be provided to designated Union representatives in accordance with the following provisions.

6.2.2 Designated Union Representatives. The following designated Union representatives shall be eligible for release time to attend meetings as listed in this Article.

6.2.2.1 In lieu of the release time afforded to the designated Union Representative in 6.3.2, two (2) hours per week of paid union release time shall be allocated to:

- The Union President; or
- One (1) designated Union Officer

The Union shall notify the City of the selection of the designated Union Officer. The designated Union Officer should remain in this role for at least a three (3) month period, absent extenuating circumstances. Any change to the designation must be made in writing and with a minimum of two weeks' notice.

The release time described in this article must be coded as URT (Union Release Time) and may only be used for purposes described in Article 6 and the Employer-Employee Relations Resolution No. 39367.

6.2.2.21 ~~Union President/Vice President~~ Designated Representative. ~~The Union President or Vice President or~~ One (1) designated representative shall be granted release time from regular City duties to attend the following meetings:

- To attend Civil Service Commission meetings when matters affecting the Union are considered.
- To attend City Council meetings when matters affecting the Union are considered.
- To attend Federated Retirement Board meetings.

## 2026 CITY OF SAN JOSÉ – SJPDA NEGOTIATIONS TENTATIVE AGREEMENT

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- To attend grievance meetings when used to facilitate settling of grievances.
- To attend Benefit Review Forum meetings.
- To attend meetings scheduled by Administration when attendance is requested.
- To attend other meetings and trainings approved by the Employee Relations Director, or designee.

- ~~The designated representative may be the Union President or Vice President or another designated representative for functions allowing for one (1) representative to attend.~~

~~6.2.2.2 Grievances & Training. The President and/or designated representative(s) shall be granted release time from regular City duties to attend the following functions:~~

- ~~To attend grievance meetings when used to facilitate the settling of grievances.~~
- ~~To attend other meetings and trainings approved by the Employee Relations Director or designee.~~

**2026 CITY OF SAN JOSÉ – SJPDA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY COUNTERPROPOSAL TO SJPDA PROPOSAL #6 – LABOR  
MANAGEMENT COMMITTEE**

City Proposed Language:

**ARTICLE XX LABOR MANAGEMENT COMMITTEE**

XX.1 A labor-management meeting between the Department and the Association shall be held on a monthly basis. 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 designee) shall sit as one of two Department representatives. The Union President (or one designated representative) shall sit as one of two Union representatives.

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 Union representatives or the Department representatives may initiate discussion of any subject of a general nature affecting the operation of the Department or its employees.

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.



**2026 CITY OF SAN JOSE – SJPDA NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**CITY PROPOSAL #1 – HOUSEKEEPING FOR RECOGNITION**

City Proposed Language:

**ARTICLE 4 RECOGNITION**

Pursuant to Resolution No. 39367 of the City Council of the City of San José and the provisions of applicable state law, the San Jose Police Dispatchers' Association, hereinafter referred to as the Employee Organization or Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications listed in the Exhibits attached designated under the salary plan column as "PDA" in the City of San José Pay Plan and incorporated by reference into this Agreement. ~~The classifications listed in the Exhibits and subsequent additions thereto or deletions there from shall constitute an appropriate unit.~~