



SAN JOSE POLICE OFFICERS' ASSOCIATION

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October 4, 2011

VIA E-MAIL ONLY

Gina Donnelly
Deputy Director
Of Employee Relations
City of San Jose
200 E. Santa Clara Street
San Jose, CA 95113

RE: Your Letter of 9/30/11 on Sick Leave Payout Negotiations

Dear Gina:

I am in receipt of your letter of September 30, 2011, in which you propose a first meeting for negotiations concerning the sick leave payout benefit, as well as providing the City's initial proposal on such benefit – a proposal which eliminates entirely the benefit.

As you are aware, I am the “representative” referenced in your letter who called you the morning of Friday, September 23rd to cancel the initial negotiation meeting that had been set for Monday, September 26th. Your letter omits a crucial fact: I explained to you when I called that it was the SJPOA's hope that our then-forthcoming proposal on retirement issues would obviate the need for any negotiations over the sick leave payout benefit. As of this date, you have now received that retirement proposal, an important component of which is a significant modification to the sick leave payout benefit.

Thus, as the police and fire unions' sick leave payout proposal is part and parcel of their retirement proposal, it is the SJPOA's belief that the sick leave payout issue is best dealt with at present at the retirement negotiations table. As you know, we are scheduled to negotiate tomorrow on the retirement negotiation proposal at 2:00 p.m.

In addition, it should be emphasized that the City has not yet responded to the letter which outside SJPOA counsel Gregg Adam and I sent to your office last week, suggesting retired judges to serve as the neutral arbitrator for the pending wage arbitration and requesting a

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conference call to select that arbitrator. While there are no time restrictions as to when the negotiations for a sick leave payout benefit must be concluded, the Memorandum of Agreement recently agreed to by the City and the SJPOA requires that an arbitration award be issued by no later than December 31, 2011. The City's unresponsiveness on the selection of the neutral arbitrator threatens compliance with that contractual deadline – although here too, it should be noted, that the unions' recent retirement proposal, if accepted by the City, would dispense with the need for the parties to proceed to arbitration.

We look forward to discussing these issues with you during tomorrow's retirement negotiation session.

Very truly yours,



JOHN R. TENNANT
General Counsel

JRT:bjs

cc: Alex Gurza, Director of Employee Relations
Jonathan Holtzman, Esq.
SJPOA Negotiation Team
Gregg Adam, Esq.