

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO POLICE OFFICERS ASSOCIATION RELATED TO THE LATERAL AND RECRUITMENT INCENTIVE PROGRAMS IN THE POLICE DEPARTMENT

The City of San Diego (City) and the San Diego Police Officers Association (POA) enter into this First Amendment to Agreement related to the Lateral Police Officer II Incentive Program and the Police Officer Recruitment Incentive Program in the Police Department (First Amendment). The City and POA are collectively referred to as the "Parties."

The City Council authorized the Lateral Police Officer II Incentive Program and the Police Officer Recruitment Incentive Program for fiscal years 2023 and 2024 by San Diego Resolution R-314238 (July 21, 2022). The intent of the first program was to assist with hiring lateral applicants from other agencies who can immediately go into a patrol assignment, and the intent of the second program was to incentivize officers to be more proactive in recruitment throughout the City. The Police Department is continually looking for ways to attract the most highly qualified applicants to become San Diego Police Officers.

To further support the Police Department's efforts with hiring and retaining lateral applicants from other agencies, the Police Department seeks to amend the Lateral Police Officer II Incentive Program for Fiscal Year 2024 by paying \$10,000 to a Lateral Police Officer II after one year of continuous employment as a SDPD Police Officer II following the date of successful completion of phase training, as determined by the Police Department. In addition, the Police Department seeks to clarify that only one Referrer is eligible to receive recruitment incentive pay per applicant.

The Parties agree to the following:

1. The Parties have satisfied all obligations under the MMBA, Council Policy 300-06, and other applicable laws and regulations to meet and confer in good faith on the subject matter of this First Amendment.
2. Specific provisions in this First Amendment supersede any previous agreements, whether oral and written, regarding the subject matter of this First Amendment.
3. Except as provided in this First Amendment, all wages, hours, and other terms of conditions of employment presently enjoyed by POA-represented employees, and in the MOU, remain in full force and effect, and all rights of the City as set forth in Article 9 of the MOU also remain in full force and effect.
4. This First Amendment is not binding on the City or POA unless and until it is approved by the City Council. The Parties submit this First Amendment to the Council for final determination. This First Amendment takes effect upon final passage of a Council resolution approving this First Amendment.
5. This First Amendment will remain in effect unless it is modified through further negotiations in accordance with the MMBA and Council Policy 300-06.
6. To implement for Fiscal Years 2023 and 2024, the following Lateral Police Officer II Incentive Program (Program):

FIRST AMENDMENT BETWEEN THE CITY AND POA RELATED TO LATERAL AND
RECRUITMENT INCENTIVE PROGRAMS IN THE POLICE DEPARTMENT

September 14, 2023

Page 2

- a. The Lateral Police Officer II Incentive Program would provide lateral applicants, who are hired after the start of the Program, a monetary incentive for joining the San Diego Police Department (SDPD). The payments would be dispersed incrementally as described below.
- b. The Parties agree and understand that the Program pay is processed and paid as non-pensionable performance pay taxable income.
- c. The Parties agree that the Program is a pay for performance plan consistent with San Diego Municipal Code §24.0103, rewarding performance in qualifying for hire and completing Program milestones.
- d. Lateral Police Officer II Incentive Program Guidelines
 - (1) Lateral Police Officer II – For the purposes of this Program, the definition of Lateral Police Officer II will mean any applicant who qualifies as a POII.
 - (2) Qualifying experience – Two years of full-time paid experience as a sworn peace officer (as defined by the California Penal Code), with a California City Police, County Sheriff, or State law enforcement agency performing correction duties, patrol functions, or traffic enforcement.
 - (3) The applicant must be hired into a full-time, permanent position as a POII.
 - (4) If a candidate is required to reenter the Regional Academy at Miramar College, there would be no impact on POII status. This decision is determined on a case-by-case basis, with the primary decision factor being whether the candidate has a CA POST certificate or a POST certificate from another state.
 - (5) The Program is not retroactive. Laterals who join SDPD prior to the start of the Program are not eligible to receive this pay.
 - (6) Any employee who receives written or property rights discipline (misconduct or performance) is automatically disqualified from participation in the Program and is not eligible to receive additional compensation.
- e. Lateral Police Officer II Incentive Program Funding
 - (1) \$5,000 will be paid to the Lateral Police Officer II on hire date.
 - (2) \$5,000 will be paid to the Lateral Police Officer II upon successful completion of phase training, as determined by the Police Department.
 - (3) For Fiscal Year 2023, \$5,000 will be paid to the Lateral Police Officer II after one year of continuous employment as a SDPD Police Officer II following the date of successful completion of phase training, as determined by the Police Department. For Fiscal Year 2024, the amount paid for meeting this criterion will be \$10,000.

FIRST AMENDMENT BETWEEN THE CITY AND POA RELATED TO LATERAL AND RECRUITMENT INCENTIVE PROGRAMS IN THE POLICE DEPARTMENT

September 14, 2023

Page 3

- (4) The Program is contingent upon available funding in accordance with the approved budget and will terminate once the \$200,000 in Fiscal Year 2023 and \$200,000 in Fiscal Year 2024 have been exhausted.
 - (5) The Lateral Police Officer II shall receive the above recruitment incentives identified in e(1)-(4) above in the pay period following the officer's successful completion of the step identified. The Lateral Police Officer II Incentive Program performance pay will be reported as non-pensionable, taxable income.
 - f. Reinstated Employees
Reinstated employees may not participate in this program. For the purpose of this program, a reinstated employee is defined as any former SDPD Officer II who resigned or was terminated from employment. This Program does not apply to officers returning from a Civil Service Special Leave Without Pay Absence.
- 7. To implement for Fiscal Years 2023 and 2024, the following Police Officer Recruitment Incentive Program (RIP):
 - a. The RIP would only be available for active, sworn police personnel who recruit applicants for the classifications of Police Recruit, Police Officer I (POI) or Police Officer II (POII).
 - b. Active SDPD Officers, Sergeants, Lieutenants, and Captains (Referrer) who refer candidates for employment with the City of San Diego as a Police Recruit, POI or POII may receive a recruiting performance incentive award for up to a total of \$3,000 for Police Recruit or POI referrals, or \$4,000 for POII referrals.
 - c. The Parties agree that the RIP is a pay for performance plan consistent with San Diego Municipal Code §24.103, rewarding performance in recruiting qualified candidates for hire that complete RIP milestones.
 - d. RIP Program Guidelines
 - (1) Current Police Officers, Sergeants, Lieutenants, or Captains assigned to the Backgrounds and Recruiting Unit are not eligible to receive the recruiting performance incentive award during their tenure in the assignment and for six months thereafter. In addition, Department personnel assigned to the Regional Academy are not eligible to receive the recruiting performance incentive award during their tenure in the assignment and for six months thereafter.
 - (a) The Backgrounds & Recruiting Unit and the Training Division will provide a list of sworn personnel assigned to the Backgrounds & Recruiting Unit and the Regional Academy respectively to the POA and immediately notify them of any

FIRST AMENDMENT BETWEEN THE CITY AND POA RELATED TO LATERAL AND
RECRUITMENT INCENTIVE PROGRAMS IN THE POLICE DEPARTMENT

September 14, 2023

Page 4

transfers in or out of the unit. Employees must be out of the ineligible units for a minimum of six months before participating in the Program.

- (2) The Department will provide a quarterly update of the monies paid and to whom during a Labor/Management Committee (LMC) meeting.
 - (3) The City and POA agree that the Recruitment Incentive Program pay is processed and paid as non-pensionable performance pay taxable income.
 - (4) The applicant must provide the Referrer's name on their original Preliminary Investigative Questionnaire (PIQ) and certify that the Referrer referred and/or assisted in recruiting them, and that the applicant will not receive any portion of the incentive award provided to the Referrer. **This is the only way a Referrer can receive this recruitment performance pay.**
 - (a) The applicant may list only one Referrer on their original PIQ.
 - (b) Backgrounds personnel who administer the PIQ will remind applicants to list their Referrer's name on their PIQ.
 - (5) The applicant must be hired into a full-time, permanent vacancy as either a Police Recruit, POI or POII for the recruitment performance pay to be received.
 - (6) Only one Referrer per applicant, even if the applicant is returned to attend another academy or transferred from a civilian position back to a sworn position for a later police academy.
- e. RIP Definitions
- (1) A Police Recruit is defined, for purposes of the RIP, as someone who meets the minimum, requirements for hiring, and who does not possess a POST degree.
 - (2) A Police Officer I is defined, for purposes of the RIP, as someone who possess a California POST degree dated within the last one year, or someone who has a full-time paid experience as a sworn peace officer with a city police, county sheriff, state or federal law enforcement agency performing correction duties, patrol functions, or traffic enforcement within the last one year.
 - (3) A Police Officer II is defined, for purposes of the RIP, as someone who has two years of full-time paid experience as a sworn peace officer with a city police, county sheriff, state or federal law enforcement agency performing correction duties, patrol functions, or traffic enforcement.
 - (4) The Referrer, for purposes of this Program, is defined as an active, sworn Police Officer, Sergeant, Lieutenant, or Captain employed with the City of San Diego, and a current POA-represented member.

FIRST AMENDMENT BETWEEN THE CITY AND POA RELATED TO LATERAL AND
RECRUITMENT INCENTIVE PROGRAMS IN THE POLICE DEPARTMENT

September 14, 2023

Page 5

f. RIP Funding

(1) If the above criteria are met, the Referrer is eligible to receive the recruitment performance pay as follows:

(a) Police Recruit or Police Officer I (up to a total of \$3,000)

- i. \$1,000 will be paid to the Referrer upon hire date of the successful applicant.
- ii. \$1,000 will be paid to the Referrer upon the new employee's successful completion of the San Diego Regional Public Safety Training Institute (San Diego Regional Police Academy).
- iii. \$1,000 will be paid to the Referrer upon the new employee's successful completion of phase training, as determined by the Police Department.

(b) Police Officer II (up to a total of \$4,000)

- i. \$1,000 will be paid to the Referrer upon hire date of the successful applicant.
- ii. \$1,000 will be paid to the Referrer upon completion of the FTO program or any required training.
- iii. \$2,000 will be paid to the Referrer upon the new employee's successful completion phase training, as determined by the Police Department.

(2) The Referrer shall receive the above recruitment performance incentives f(1)(a) – f(1)(b) in the pay period following the referred employee's successful completion of each step identified above. The Recruiting Incentive Program pay will be reported as non-pensionable, taxable income.

(3) The RIP is contingent upon available funding in accordance with the approved budget and will terminate once the \$200,000 in Fiscal Years 2023 and 2024, have been exhausted.

- g. The City and the SDPOA agree that RIP shall replace the current referral program for sworn police personnel recruiting sworn police personnel whereby Department members are awarded up to 30 hours of discretionary leave for referring applicants for Police Recruits, POI's and POII's. This will not affect the referral program for other City classifications under which Department members may refer a candidate.
- h. Any concerns or disputes regarding the RIP will be directed to the Commanding Officer of the Backgrounds and Recruiting Unit.

This First Amendment is executed by the following authorized representatives:

FIRST AMENDMENT BETWEEN THE CITY AND POA RELATED TO LATERAL AND
RECRUITMENT INCENTIVE PROGRAMS IN THE POLICE DEPARTMENT

September 14, 2023

Page 6

San Diego Police Officers Association

City of San Diego

By: Jared Wilson
Jared Wilson
President

Date: 9/15/23

By: Bradley Fields
Bradley Fields
Lead Negotiator

Date: 9/15/2023

By: David Nisleit
David Nisleit
Police Chief

Date: 9/10/23

By: Abby Jarl-Veltz
Abby Jarl-Veltz
Assistant Director, Human Resources

Date: 9-15-2023

By: Walter Castillo
Walter Castillo
Senior Human Resources Officer

Date: 9-15-23

Approved as to form this 1st day of February, 2024.

MARA W. ELLIOTT, City Attorney

By: Miguel Merrell
Miguel Merrell
Deputy City Attorney