

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO POLICE OFFICERS
ASSOCIATION RELATED TO THE SAN DIEGO POLICE DEPARTMENT'S LATERAL AND
RECRUITMENT INCENTIVE PROGRAMS**

The City of San Diego (City) and the San Diego Police Officers Association (POA) enter into this Agreement, under the Meyers-Milias-Brown Act (MMBA) and City Council (Council) Policy 300-06, related to two programs within the San Diego Police Department (Police Department) designed to support recruitment efforts (Agreement). The City and POA are collectively referred to as the "Parties."

RECITALS

The following facts support this Agreement:

- A. By San Diego Resolution R-314238 (July 21, 2022), the Council authorized the Lateral Police Officer II Incentive Program (*Lateral Incentive Program*) and the Police Officer Recruitment Incentive Program (*Recruitment Incentive Program*) for Fiscal Years 2023 and 2024. The intent of the *Lateral Incentive Program* was to assist with hiring lateral applicants for Police Officer II positions from other law enforcement agencies who could quickly work in patrol assignments. The intent of the *Recruitment Incentive Program* was to give officers employed by the Police Department an incentive to assist in the recruitment of applicants for employment in the Police Department.
- B. The Police Department reports that the cost of putting a police recruit through a six-month police academy is approximately \$100,000. Therefore, the Police Department benefits by attracting experienced law enforcement applicants who are trained and ready to serve on patrol.
- C. At the end of Fiscal Year 2024, the Police Department was not able to fully close out the *Lateral Incentive Program* and the *Recruitment Incentive Program*, leaving funds remaining. The Parties now wish to close out the two programs by rewarding those employees who were recruited or assisted in recruiting applicants during the dates specified in this Agreement.
- D. This Agreement is intended to cover *compensation* that may be paid by the City to POA-represented employees in Fiscal Year 2026, and it requires Council approval.

AGREEMENT

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 Agreement.
- 2. The facts set forth in the Recitals are true and correct and incorporated into this Agreement.
- 3. Specific provisions in this Agreement supersede any previous agreements, whether oral and written, regarding the subject matter of this Agreement.

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4. Except as provided in this Agreement, all wages, hours, and other terms of conditions of employment presently enjoyed by POA-represented employees, and in the Parties' Memorandum of Understanding (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.
5. *Compensation*, under this Agreement, is taxable income paid by the City to POA-represented employees for exceptional performance or under a "pay for performance" plan, within the meaning of San Diego Municipal Code section 24.0103. This *compensation* is excluded from the definition of "base compensation" under San Diego Municipal Code section 24.0103, and it will not be factored into the calculation of the POA-represented employee's defined benefit pension under the City's defined benefit pension plan.
6. The Parties must submit this Agreement to the Council for final determination. The Parties acknowledge that this Agreement is not binding on the City or the POA unless and until it is approved by the Council. The effective date of this Agreement is the date that the Council's action on the Agreement takes effect.
7. This Agreement is intended to be limited in scope. The Agreement will expire once the City has paid all POA-represented employees, eligible for payment of *compensation* under the Agreement, or June 30, 2026, whichever date is earlier.
8. The *Lateral Incentive Program* provides *compensation* to specified law enforcement officers from other jurisdictions who are successfully hired by and remain with the Police Department under specified circumstances, as follows:
 - (a) *Lateral Officers* are officers hired by the Police Department into a full-time, paid, permanent position as a Police Officer II (POII), with Police Department starting dates from July 1, 2024, through October 28, 2024, who enter the Police Department with at least two years of previous full-time, paid experience as a sworn peace officer as defined by the California Penal Code. *Lateral Officers* must have prior experience in California with a municipal police department, county sheriff's department, or state or federal law enforcement agency, performing patrol duties, traffic enforcement, or correctional duties.
 - (b) *Lateral Officers*, who are employed by the Police Department on the effective date of this Agreement, and who do not have or during the term of this Agreement receive sustained discipline or advance notice of discipline, based on either misconduct, performance, or both, related to their employment by the Police Department, will receive the following *compensation*:
 - (i) \$5,000 to the *Lateral Officer* upon the effective date of the Agreement.
 - (ii) \$5,000 to the *Lateral Officer* for and upon successful completion of any phase training, as required by the Police Department, including participation in any courses at the San Diego Regional

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Public Safety Training Institute (Regional Police Academy), if required to become certified by the California Commission on Peace Officer Standards and Training (POST).

- (iii) \$10,000 to the *Lateral Officer* after one year of continuous employment as a Police Officer II with the Police Department following the successful completion of any phase training required by the Police Department.
 - (c) Former Police Department employees, who are reinstated to the Police Department following voluntary resignation, termination, or return from a special leave of absence without pay approved by the City's Civil Service Commission, are not eligible for compensation as *Lateral Officers* under the *Lateral Incentive Program*.
- 9. The *Recruitment Incentive Program* provides compensation to POA-represented employees, employed on the effective date of this Agreement, who have successfully recruited applicants into the classifications of Police Recruit, Police Officer I, or Police Officer II under specified circumstances, as follows:
 - (a) *Recruiters* are current employees of the Police Department, as of the effective date of this Agreement, in the classifications of Police Officer, Detective, Sergeant, Lieutenant, or Captain, who were not employed by the Police Department in the Backgrounds and Recruiting Unit or at the Regional Police Academy from January 1, 2024, through April 28, 2024. The Police Department will provide POA a list of employees who were employed in the Backgrounds and Recruiting Unit and the Training Division during this time period.
 - (b) *Recruiters*, who referred an applicant to the Police Department and the applicant started work as a full-time, paid employee in the classification of Police Recruit or Police Officer I (*Recruit or POI*) from July 1, 2024, through September 3, 2024, will receive up to \$3,000 in compensation to be paid, as described in sub-paragraphs (b)(i) through (b)(iii) below:
 - (i) \$1,000 will be paid to the *Recruiter* upon the effective date of this Agreement.
 - (ii) \$1,000 will be paid to the *Recruiter* when the *Recruit or POI* successfully completes the Regional Police Academy.
 - (iii) \$1,000 will be paid to the *Recruiter* when the *Recruit or POI* successfully completes phase training, as required by the Police Department.
 - (c) For purposes of paragraph (9)(b) above, *Recruit* is an applicant for employment in the Police Department who meets the minimum qualifications for employment and does not possess a POST degree or certification. *POI* is an applicant for employment in the Police Department who has a POST degree or certification dated within the prior year of

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employment by the Police Department or who has at least one year of full-time, paid experience as a sworn peace officer with a city police department, county sheriff's department, or state or federal law enforcement agency, performing patrol duties, traffic enforcement, or correctional duties, within the prior year of employment by the Police Department.

- (d) *Recruiters*, who referred an applicant to the Police Department and the applicant started work as a full-time, paid employee in the classification of Police Officer II (POII), from July 1, 2024, through October 28, 2024, will receive up to \$4,000 in compensation to be paid, as described in sub-paragraphs (d)(i) through (d)(iii) below:
 - (i) \$1,000 will be paid to the *Recruiter* upon the effective date of this Agreement.
 - (ii) \$1,000 will be paid to the *Recruiter* when the POII successfully completes the Police Department's Field Training Officer program or any other related training, as required by the Police Department.
 - (iii) \$2,000 will be paid to the *Recruiter* when the POII completes one year of continuous employment following the successful completion of phase training, as required by the Police Department.
- (e) For purposes of paragraph (9)(d) above, POII means a law enforcement officer with at least two years of full-time, paid experience as a sworn peace officer with a city police department, county sheriff's department, or state or federal law enforcement agency, performing patrol duties, traffic enforcement, or correctional duties.
- (f) To ensure a *Recruiter* qualifies for the compensation under the *Recruitment Incentive Program*, described in section 9, the *Recruit*, POI, or POII must provide the *Recruiter's* name to the Police Department on the Preliminary Investigative Questionnaire. The *Recruit*, POI, or POII must only provide one *Recruiter's* name; must certify that the *Recruiter* took part in the recruitment of the *Recruit*, POI, or POII; and must certify that the *Recruit*, POI, or POII will not receive any payment from the *Recruiter* for the *Recruiter's* work in the recruitment effort. Further, only one *Recruiter* is eligible to receive the compensation for each, individual *Recruit*, POI, or POII.
- (g) A POA-represented employee, who has already received and used discretionary leave for recruitment of a *Recruit*, POI, or POII, is not eligible to receive compensation under this Agreement. However, a POA-represented employee, who has already received discretionary leave for recruitment of a *Recruit*, POI, or POII, but has not used the discretionary leave, may request that the discretionary leave award be rescinded and replaced with the compensation under this Agreement, if the discretionary leave was awarded less than one year prior to the request. The Chief of Police has discretion to accept or reject the request based on payroll

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feasibility and accounting and to ensure compliance with applicable laws
and regulations, including federal tax laws.

10. Alleged violations of this Agreement are not subject to the grievance procedure in the MOU. Any disputes related to this Agreement must be directed, in writing, to the Office of the Chief of Police, and the Chief of Police or designee at the Assistant Chief level has sole discretion to resolve the dispute. The Chief of Police or designee may consider written or oral statements, or both, from the Parties in making a determination on how to resolve a dispute.

This Agreement is executed by the following authorized representatives:

San Diego Police Officers Association

City of San Diego

By: _____
Jeremy Huff
President

By: SMW
Scott Wahl
Police Chief

Date: 1/26/2026

Date: 2/13/2026

By: Bradley M. Fields
Bradley Fields
Lead Negotiator

By: Julie Rasco
Julie Rasco
Human Resources Director

Date: 1/26/2026

Date: ~~3/5/2026~~ 2/13/26

By: Erik Hanson
Erik Hanson
Senior Human Resources Officer

Date: 2/13/2026

Approved as to form this 30th day of March, 2026

HEATHER FERBERT, City Attorney

By: Joan F. Dawson
Joan F. Dawson
Senior Deputy City Attorney