

# TENTATIVE AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO POLICE OFFICERS ASSOCIATION

In accordance with the Meyers-Milias-Brown Act and San Diego City Council Policy 300-06, the City of San Diego (City) and the San Diego Police Officers Association (POA) have met and conferred in good faith and reached this Tentative Agreement to submit to the San Diego City Council (Council) for determination.

The City and the POA acknowledge and agree that this Tentative Agreement is not binding on the City unless and until it is approved by the Council. This Tentative Agreement also requires ratification of the members of the POA, to be scheduled prior to presentation of this Tentative Agreement to the Council.

This Tentative Agreement is intended to amend the Memorandum of Understanding (MOU) between the City and the POA, for the term of July 1, 2015 to June 30, 2020, by amending Article 25 in entirety, and by amending Article 13, section B, as follows:

**Tentative Agreement regarding the following:**

#	Item	Proposal	MOU Section
1	<b>Salaries</b>	<p>A. From Fiscal Year 2016 through Fiscal Year 2018, consistent with San Diego Charter section 70.2, no base compensation, defined as base salary or wages paid on a regular bi-weekly basis for services performed, for any classification will be increased to an amount higher than the base compensation for that classification set forth in the 2011 Fiscal Year Salary Ordinance (San Diego Ordinance No. O-19952, adopted on May 4, 2010). Exhibits A and B to the 2011 Fiscal Year Salary Ordinance, which are both related to the base salaries for the Classified Service, are attached to this MOU and incorporated into this MOU. Exhibit A sets forth the base salaries for the Classified Service. Exhibit B sets forth the Classified Service Classes and Standard Rates. The parties agree that there will be no increases to the base salaries for the classifications set forth in Exhibit A and B during the term of this MOU. The parties further agree that the creation of any new classifications during the term of this MOU must be consistent with San Diego Charter section 70.2(c). For reference, Exhibit C to the 2011 Fiscal Year Salary Ordinance, related to</p>	Article 25

		<p>Classifications and Standard Salary Rates for the Unclassified Service, is also attached to this MOU.</p> <p>Further, during this period, no new compensation will be added to the 2011 Fiscal Year Earnings Code Document, Exhibit A, which sets forth Wage Types Included in the Pensionable Wage Base.</p> <p>Notwithstanding these agreements, the parties acknowledge that individual employees may receive promotions during the period from Fiscal Year 2016 through Fiscal Year 2018 under the authority of San Diego Charter section 124 and all applicable Civil Service Rules, Personnel Regulations, and other provisions. Further, the parties acknowledge that individual employees may receive an increase in pensionable compensation, within the limits set forth in Exhibit A or Exhibit C to the Fiscal Year 2011 Salary Ordinance, under the authority of San Diego Charter sections 130 and all applicable Civil Service Rules, Personnel Regulations, and other applicable provisions.</p> <p>B. Effective the first full pay period following July 1, 2018, there will be a general salary increase of <del>3</del><b>8.3%</b> for all employees covered by this MOU.</p> <p><b>C. Effective the first full pay period following January 1, 2019, there will be a general salary increase of 5% for all employees covered by this MOU.</b></p> <p>D. The Fiscal Year 2019 salary tables for the classifications covered by this MOU will be modified to reflect <del>this</del> <b>the increases in B and C above.</b></p> <p><del>E</del><b>E. Effective the first full pay period following July 1, 2019, there will be a general salary increase of 37.3% for all employees covered by this MOU.</b></p> <p><b>F. Effective the first full pay period following July 1, 2019, there will be an add-on pay of 5% for employees covered by this MOU who have 20 or more years of sworn service. Years of sworn service is defined as continuous time served as a sworn police</b></p>	
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		<p><b>officer with the City or with any another law enforcement agency.</b></p> <p><b>G. Effective the first full pay period following January 1, 2020, there will be a general salary increase of 5% for all employees covered by this MOU.</b></p> <p><b>H. The Fiscal Year 2020 salary tables for the classifications covered by this MOU will be modified to reflect <del>this</del> the increases in E and G above.</b></p> <p><b>I. In the salary schedules for new employees, B step will be eliminated for new hires beginning July 1, 1994. Employees hired on or after July 1, 1994, will move from “A” step to “C” step after one (1) year for initial appointments as well as subsequent promotions, transfers, or other appointments. This represents an increase of approximately ten percent (10%). Current employees will continue with the present five step salary schedule.</b></p> <p><b>J. FLSA Exempt Classes – Pursuant to the provisions of the FLSA the classification of Police Lieutenant and Police Captain are ineligible for premium overtime and will not be subject to the overtime provisions of this MOU.</b></p>	
<p><b>2</b></p>	<p><b>Flexible Benefits Plan</b></p>	<p><b>B. City’s contribution to the FBP, effective July 1, 2010, will be based on the level of health insurance coverage selected by the eligible employee. City’s contribution to FBP will be prorated according to the percentage of time worked if the employee works less than full-time status.</b></p> <p><b>1. The FBP annual allotment amounts for employees in the Police Unit for Fiscal Year 2016 through Fiscal Year 2020 are as follows:</b></p> <p><b>a. Health Waiver (for employees who have other comprehensive health coverage) – \$7,605</b></p> <p><b>b. Employee only – \$9,942</b></p>	<p><b>Article 13</b></p>

		<ul style="list-style-type: none"> <li>c. Employee and Children – \$11,919</li> <li>d. Employee and Spouse/Domestic Partner – \$12,385</li> <li>e. Employee and Spouse/Domestic Partner &amp; Children – \$16,700</li> </ul> <p>2. The FBP annual allotment amounts for employees in the Police Management Unit for Fiscal Year 2016 through Fiscal Year 2020 are as follows:</p> <ul style="list-style-type: none"> <li>a. Health Waiver (for employees who have other comprehensive health coverage) – \$10,605</li> <li>b. Employee only – \$12,942</li> <li>c. Employee and Children – \$14,919</li> <li>d. Employee and Spouse/Domestic Partner – \$15,385</li> <li>e. Employee and Spouse/Domestic Partner &amp; Children – \$19,700</li> </ul> <p>3. In addition to the FBP annual allotment amounts set forth in paragraphs B.1. and B.2., employees covered by this MOU with eight (8) or more years of service as a sworn police officer as of the last full pay period ending day in April of each Fiscal Year, will receive on the first full pay period of the fiscal year, an additional allotment for flexible benefits as follows:</p> <ul style="list-style-type: none"> <li>a. Fiscal Year 2016 – \$2,900</li> <li>b. Fiscal Year 2017 – \$4,900</li> <li>c. Fiscal Year 2018 – \$11,400</li> <li>d. Fiscal Year 2019 – \$9,317</li> <li>e. <del>Fiscal Year 2020 – \$6,728</del></li> </ul>	
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		<p>4. For laterals, years of service includes continuous time served as a sworn police officer at another law enforcement agency and/or the City. For employees covered by this MOU who were police recruits for the City, years of service includes the time service as a Police Recruit.</p> <p>The rest of this Article remains unchanged.</p>	
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**FOR THE CITY**

**FOR THE UNION**

Signature on File  
 \_\_\_\_\_  
 Tim Davis, Lead Negotiator

Signature on File  
 \_\_\_\_\_  
 Brad Fields, Lead Negotiator

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 Date

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 Date

Signature on File  
 \_\_\_\_\_  
 Judy Von Kalinowski,  
 Human Resources Director

Signature on File  
 \_\_\_\_\_  
 Brian Marvel, President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
 MARA W. ELLIOTT, City Attorney

By: Signature on File  
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 Joan F. Dawson  
 Deputy City Attorney