

**SIDE LETTER AGREEMENT
BETWEEN THE
CITY OF SAN DIEGO (CITY) AND
THE SAN DIEGO POLICE OFFICERS ASSOCIATION (SDPOA)
RELATED TO THE PROMOTIONAL PROCESS FOR
CERTAIN SDPOA MEMBERS**

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA), this Side Letter Agreement (Agreement) is entered into on December 17, 2015, between the City of San Diego (City) and the San Diego Police Officers Association (SDPOA or Union). The City and SDPOA are collectively referred to herein as the "Parties."

The Parties agree to the following facts supporting this Agreement:

- A. The City and the Union have met and conferred in good faith in accordance with the MMBA concerning the terms and conditions of this Agreement and its implementation.
- B. This Agreement relates to procedures for the promotional process for employees in the Civil Service classifications of Police Lieutenant, Police Sergeant, and Police Detective, and are represented by the SDPOA.
- C. This Agreement is intended to be read in conjunction with the current Memorandum of Understanding (MOU) between the City and the SDPOA.
- D. Specific provisions in this Agreement supersede any previous agreements, whether oral and written, regarding the subject matter of this Agreement. This Agreement supersedes the Settlement Agreement, which resolved the case entitled *SDPOA v. City of San Diego*, San Diego Superior Court Case No. 814284. That Settlement Agreement was executed by all Parties, including individual defendants, and took effect on June 22, 2004. Section 3.1.1 of the 2004 Settlement Agreement states that it can be modified through the meet and confer process to the extent required by law. The Parties intend to modify that 2004 Settlement Agreement by entering into this Agreement.
- E. Except as provided in this Agreement, all wages, hours, and other terms and conditions of employment presently enjoyed by SDPOA-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.
- F. This Agreement is entered into under the authority of Article 59 of the MOU, with the approval of the Mayor or his designee and the President of the Union or his designee. Under San Diego Charter section 57, the Chief of Police, with the approval of the Mayor, appoints, directs, and supervises the personnel in the Police Department (Department), subject to Civil Service Rules and Personnel Regulations.

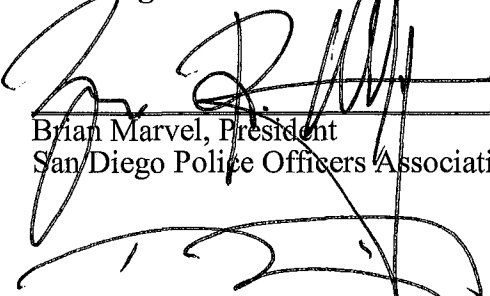
In consideration of the facts recited above and the Parties' mutual obligations under the MMBA, the Parties agree as follows:

1. This Agreement memorializes and revises the existing practice in the Department related to the process of conducting promotional exams. This Agreement does not in any way limit or otherwise modify the City's Management Rights, as set forth in Article 9 of the MOU, including the City's rights to determine the procedures and standards of selection for employment and promotion and to determine the personnel by which government operations are to be conducted.
2. Examination Weights: The weight of the written examination will be 25% for Police Lieutenant; 35% for Police Sergeant; 45% for Police Detective. The weight of the oral interview shall be 75% for Police Lieutenant; 65% for Police Sergeant; 55% for Police Detective. Based on future job analyses conducted, the weights may change, at the discretion of the City.
3. Scoring: Each examination component will be scored and the scores for all passing candidates will be normalized as determined by the Personnel Director. "Normalized" refers to the process by which the scores are standardized and weighted so as to equalize their value when combined with other components of the exam.
4. Pass Point: The Personnel Director will determine the pass point for the written examination and oral interview components of the assessment. Candidates must pass the written examination in order to proceed to the oral interview. Candidates must pass both the written examination and oral interview to be placed on the eligible list.
5. Banding: A candidate's score will be rounded to the fourth decimal place. Candidates will be ranked in order of their scores and placed into thirty-one, one-point bands. Candidates with the same whole number score shall be placed in the same band.
6. Employee Information Sheet (EIS): The Employee Information Sheet, which has a standardized format, will be used for summarizing a candidate's experience and qualifications. Each candidate who passes the written examination and advances to the oral interview component will review a copy of his or her EIS and provide supporting documentation for any updates that need to be made. The Department will validate the data, and provide a final copy to the Personnel Department so it can be forwarded to the interview panel. If any formatting changes to the EIS are required, the Personnel Director and the Department will solicit input from SDPOA prior to revising the form.
7. Service Credit Points: Candidates who successfully pass both the written examination and the oral interview components will be given up to five points based on his or her qualifying experience with the City as listed on the EIS. Police Sergeant and Police Detective candidates will be given ½ point for every year of service after eight years as a Police Officer II with the City, with a maximum of five total points for service credit. A Police Lieutenant candidate will be given ½ point for every year of service as a Sergeant, after five years as a Police Sergeant with the City, with a maximum of five total points for service credit. Experience earned outside the City will no longer be considered for purposes of service credit points. Service credit points will be added to the candidate's final score.


8. Outside Interview Assessors: The Police Department will utilize assessors from outside the County of San Diego for interview assessment. Former City employees will not be used for these purposes.
9. The Parties agree that the appeal procedures described in Article 41, Section F, of the MOU, related to appeals from denial of promotion on grounds other than merit, were set aside by mutual agreement as stated in the Settlement Agreement. The Parties agree to reopen the MOU to meet and confer on developing an administrative appeal process for any denial of promotion on grounds other than merit. Prior to completion of the meet and confer process, the administrative appeal process for denial of promotion on grounds other than merit must conform to the requirements of due process and Government Code section 3304(b).
10. This Agreement will remain in effect unless it is modified through further negotiations in accordance with the MMBA and Council Policy 300-06.

This Agreement is executed on this 17 of December 2015, by the following authorized representatives of each party:

San Diego Police Officers Association

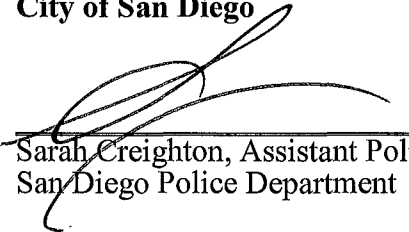


 Brian Marvel, President
 San Diego Police Officers Association

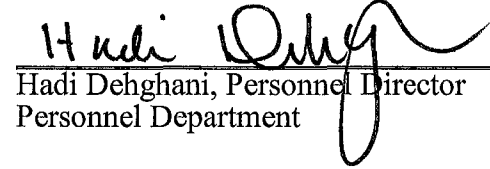


 Bradley Fields
 San Diego Police Officers Association

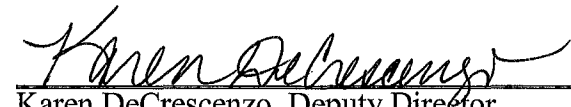
City of San Diego



 Sarah Creighton, Assistant Police Chief
 San Diego Police Department




 Hadi Dehghani, Personnel Director
 Personnel Department



 Karen DeCrescenzo, Deputy Director
 Human Resources Department

APPROVED as to form.



 Joan F. Dawson, Deputy City Attorney
 City Attorney's Office

