

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND  
THE SAN DIEGO POLICE OFFICERS ASSOCIATION RELATED TO TUITION  
REIMBURSEMENT AND BEREAVEMENT LEAVE**

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA), this Agreement is entered into between the City of San Diego (City) and the San Diego Police Officers Association (POA), to amend Articles 39 and 69 of the Memorandum of Understanding (MOU) between the City and the POA, covering the term July 1, 2015 through June 30, 2020, approved by the City Council by San Diego Resolution R-309613 (April 22, 2015).

The City and POA are collectively referred to as the "Parties."

The Parties acknowledge that this Agreement is not binding on the City or POA unless and until it is approved by a two-thirds of the City Council, in accordance with San Diego Charter section 11.2.

The Parties agree, as follows:

1. The Parties have met and conferred in good faith in accordance with the MMBA on the subject matter and terms of this Agreement.
2. This Agreement is not binding on the City or POA unless and until it is approved by a two-thirds vote of the entire City Council, in accordance with San Diego Charter section 11.2. The Parties submit this Agreement to the City Council for final determination. This Agreement takes effect upon the date of final passage of a City Council resolution approving this Agreement.
3. The title of Article 39 of the MOU, "TUITION REFUND PLAN," is stricken, and replaced with the title "TUITION REIMBURSEMENT."
4. The existing language at section A of Article 39 of the MOU, including the title of the section, "Purpose," is stricken, and replaced with the following language:

**A. Tuition Reimbursement Amount.**

**Tuition Reimbursement benefit amount will be \$2,000 per fiscal year.**

5. The existing language at section B of Article 39 of the MOU, including the title of the section, "Eligibility Rules," is stricken, and replaced with the following language:

**B. Use of Tuition Reimbursement of Job-related training**

**100% of the Tuition Reimbursement benefit may be used by an employee each fiscal year for reimbursement of seminars or other training and educational events which will maintain or enhance an employee's job-related skills or knowledge or contribute to the employee's broadening and diversification of his or her skills. Consistent with Administrative Regulation 70.30 – Tuition Refund Plan, an employee shall submit a request for approval of the proposed reimbursable event in advance of attendance and pre-approval by the department is required for reimbursement. The employee must subsequently**

**AGREEMENT BETWEEN THE CITY AND POA RELATED TO TUITION  
REIMBURSEMENT AND BEREAVEMENT LEAVE**

**Page 2**

**submit satisfactory evidence of attendance at the training event in order to receive reimbursement. The Parties intend the general procedural requirements of the Tuition Reimbursement plan to be applicable except the requirement of a grade. It is the intent of the Parties that this provision will supplement rather than replace training funds previously made available by departments for the benefit of employees. It is also the intent of the Parties that this opportunity to avail oneself of 100% of the Tuition Reimbursement plan benefit shall be at the initiation of the employee based on his or her proposal for training or education.**

6. Existing language at sections C and D of Article 39 of the MOU is not changed.
7. The existing language at Article 69 of the MOU is stricken, and replaced with the following language:

**ARTICLE 69**

**BEREAVEMENT LEAVE**

**Paid Bereavement Leave of up to 50 hours per fiscal year is available to all full-time employees within one year of the death of an employee's spouse or registered domestic partner, father, mother (father and mother to include: step-father and step-mother), father-in-law, mother-in-law, brother, sister (brother and sister to include: step, foster, or adopted), son, daughter (son and daughter to include: step-, foster, or adopted) grandfather, grandmother, granddaughter, and grandson. Proof of death (death certificate, obituary, funeral program, etc.) must be provided before an employee can be paid for Bereavement Leave, which is in addition to Annual Leave and must be submitted within thirty (30) calendar days of when the employee returns to work. The number of hours of bereavement leave is prorated for employees working  $\frac{3}{4}$  time (37.5 hours) and  $\frac{1}{2}$  time (25 hours).**

8. Specific provisions in this Agreement supersede any previous agreements, whether oral or written, regarding the subject matter of this Agreement. However, all wages, hours, and other terms and conditions of employment presently enjoyed by POA-represented employees, and in the MOU, remain in full force and effect.
9. Upon approval by the City Council, this Agreement is intended to be read in conjunction with the MOU.
10. The Parties will incorporate the amended language set forth in this Agreement in any successor MOU negotiated by the City and the POA and approved by the City Council.

AGREEMENT BETWEEN THE CITY AND POA RELATED TO TUITION  
REIMBURSEMENT AND BEREAVEMENT LEAVE

Page 3

This Agreement is executed, by the following authorized representatives of each party:

San Diego Police Officers Association

By:

Brian Marvel, President

Date:

May 30, 2017

City of San Diego

By:

Charles Kaye  
Assistant Police Chief

Date:

6/2/17

By:

Judy von Kalinowski  
Human Resources Director

Date:

5/31/17

By:

Erik Hanson  
Human Resources Officer

Date:

5/31/17

Approved as to form this 23<sup>rd</sup> day of June, 20 17.  
MARA W. ELLIOTT, City Attorney

By:

Joan F. Dawson  
Deputy City Attorney