

**SIDE LETTER AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND
THE SAN DIEGO POLICE OFFICERS ASSOCIATION
RELATED TO ARTICLE 26, UNIFORMS AND SAFETY EQUIPMENT**

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA), this Side Letter Agreement (Agreement) is entered into on August____, 2016, between the City of San Diego (City) and the San Diego Police Officers Association (SDPOA), related to an amendment to the Memorandum of Understanding (MOU) covering the term July 1, 2015 through June 30, 2020, which was approved by the San Diego City Council (Council) by San Diego Resolution R-309613 (April 22, 2015). The City and SDPOA are collectively referred to as the “Parties.”

The Parties agree as follows:

- I. The Parties have met and conferred in good faith in accordance with the MMBA concerning the terms and conditions of this Agreement and its implementation.
- II. This Agreement relates to an amendment to Article 26 of the MOU, on Uniforms and Safety Equipment, and an agreement to set aside funds for travel and moving expenses for new employees.
- III. The Parties understand and acknowledge that this Agreement will only take effect if approved by the Council, and the effective date of this Agreement will be the date of final passage of the Council Resolution required for approval of this Agreement.
- IV. Specific provisions in this Agreement supersede any previous agreements, whether oral and written, regarding the subject matter of this Agreement.
- V. Except as provided in this Agreement, all wages, hours, and other terms and conditions of employment presently enjoyed by SDPOA-represented employees 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.
- VI. For Fiscal Year 2017, the City agrees to set aside \$50,000 to reimburse actual travel and moving expenses for any new City employee who is hired after August 15, 2016 into a position represented by SDPOA and who must relocate his or her primary residence from outside of San Diego County to work for the Police Department. The details of this agreement will be discussed during a future Labor Management Committee meeting between Police Department management and SDPOA representatives.
- VII. The Parties agree to amend Article 26, section B, paragraph 2, and incorporate this amendment into the MOU, as follows:

ARTICLE 26

UNIFORMS AND SAFETY EQUIPMENT

B. Police Officer’s Uniform and Equipment

1. Initial Requirement.

[No change in text.]

2. Maintenance and Upkeep.

a. [No change in text.]

b. Effective Fiscal Year 2016, employees covered by this MOU with eight (8) or more years of service as a sworn police officer as of August 15 will receive an additional uniform/equipment/cleaning allowance of \$2,100, **in the first** full pay period in September.

- 1) For laterals, years of service includes continuous time served as a sworn police officer at another law enforcement agency and/or the City. The Parties may discuss the qualifications to be considered a sworn police officer at the POA Labor Management Committee.
- 2) For employees covered by this MOU who were Police Recruits for the City, years of service includes the time served as a Police Recruit.
- 3) Twice a year, the City will review an employee's years of service to determine eligibility for this allowance. The City will determine an employee's eligibility based on an employee's years of service as of August 15 and March 15. If an employee is first eligible as of August 15, the City will pay the annual allowance in the first full pay period in September. If an employee is eligible as of March 15, the City will pay the annual allowance in the first full pay period in April. An employee covered by this MOU will receive this allowance only once per calendar year.
- 4) These amounts are not included in "Base Compensation" under the SDCERS Plan.
- 5) **For Fiscal Year 2017 only, employees covered by this MOU with eight (8) or more years of service as a sworn police officer as of August 15, 2016 and as defined in this Article will receive an additional uniform/equipment/cleaning allowance of \$1,000 in their September 23, 2016 paycheck.**
- 6) **For Fiscal Year 2017 only, employees covered by this MOU who were hired on or before August 15, 2015 and who are not eligible to receive the additional uniform allowance under Section B.2.b. of this Article because they do not have eight (8) or more years of service as a sworn police officer as of August 15, 2016 will receive an additional uniform/equipment/cleaning allowance of \$5,498 in their September 23, 2016 paycheck.**
- 7) **For Fiscal Year 2017 only, employees covered by this MOU with eight (8) or more years of service as a sworn police officer as of August 15, 2016 and were hired on July 18, 2008 will receive an additional uniform/equipment/cleaning allowance of \$3,398 in their September 23, 2016 paycheck.**

3. – 9. [No change in text.]

This Agreement is executed on this _____ of August 2016, by the following authorized representatives of each party:

San Diego Police Officers Association

City of San Diego

Signature on file
Brian Marvel, President
San Diego Police Officers Association

Signature on file
Timothy Davis, Lead Negotiator

Signature on file
Bradley Fields
San Diego Police Officers Association

Signature on file
Judy von Kalinowski, Director
Human Resources Department

Signature on file
Karen DeCrescenzo, Deputy Director
Human Resources Department

Signature on file
Sarah Creighton, Assistant Police Chief San
Diego Police Department

APPROVED as to form.

Signature on file
Joan Dawson, Deputy City Attorney
City Attorney's Office