

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO POLICE OFFICERS ASSOCIATION TO AMEND ARTICLE 29 OF THE MEMORANDUM
OF UNDERSTANDING RELATED TO CALL-BACK PAY**

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 San Diego City Council Policy 300-06. The City and the POA are collectively referred to as the "Parties." The City and POA agree as follows:

1. In 2024, during the negotiations between the City and the POA for a successor Memorandum of Understanding (MOU), the Parties agreed that the provisions related to call-back pay, which are set forth in Article 29 and Article 32 of the MOU, would not be modified with regard to call-back pay for a meeting scheduled before an employee's shift. The Parties intended to maintain the current practice related to payment of call-back pay within the San Diego Police Department (Police Department) for the term of this successor MOU.
2. In May 2024, the Parties reached agreement on a successor MOU for Fiscal Years 2025 and 2026, to take effect on July 1, 2024. POA members ratified the MOU. By San Diego Resolution R-315582 (June 11, 2024), the San Diego City Council (Council) approved the MOU.
3. Following Council approval of the MOU, the Parties discovered an error in the MOU, in that the provisions regarding call-back pay, as described in Article 29 of the MOU, did not properly describe the current Police Department practice and the agreement of the Parties during the negotiations for the MOU.
4. The Parties want to correct this error and amend the MOU with retroactive application back to July 1, 2024.
5. The Parties agree that, upon Council approval of this Agreement by a two-thirds vote, Article 29 of the MOU will be amended, retroactive to July 1, 2024, by amending Section B and adding a new Section C, to read as follows:

B. Call-Back Pay Exceptions.

1. The above-described provisions for call-back pay will not apply in the following situations:
 - a. When an employee is already present at the work premises and is required by a supervisor to start work early or to continue work following the end of shift.
 - b. When an employee is required to attend a meeting scheduled ~~before or~~ after the employee's shift, and which is contiguous with the shift.
2. In these instances, and any other not specifically identified as entitling an employee to the four-hour minimum in section A(1) above, the employee will receive compensation only for the time actually worked.

C. Call-Back Pay will be calculated in accordance with the rules set forth in this Article and Article 32.

AGREEMENT BETWEEN THE CITY AND POA TO AMEND ARTICLE 29 OF THE MOU RELATED TO CALL-BACK PAY

This Agreement is executed by the following authorized representatives of the POA and the City and presented to the Council for final determination:

For POA

By: 

Brad Fields
Lead Negotiator

Date: 7/8/2024

For the City of San Diego

By: 

Tim Davis
Lead Negotiator

Date: 7/29/2024

By: 

Jonhabelle Domingo
Supervising Human Resources Officer,
Human Resources Department

Date: 7/29/24

By: 

Erik Hanson
Senior Human Resources Officer,
Human Resources Department

Date: 8/6/2024

Approved as to form this

19th

day of

August

,

2024

MARA W. ELLIOTT, City Attorney

By: 

Joan F. Dawson
Senior Deputy City Attorney