

SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 127 TO AMEND ARTICLE 24 OF THE MEMORANDUM OF UNDERSTANDING RELATED TO PAYMENT OF UNUSED FLOATING HOLIDAY UPON SEPARATION OF EMPLOYMENT

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA) and Council Policy 300-06, this Side Letter Agreement (Agreement) is entered into between the City of San Diego (City) and American Federation of State, County, and Municipal Employees, Local 127 (Local 127) to amend Article 24 of the Memorandum of Understanding (MOU) between the City and Local 127 that was approved by San Diego Resolution R-314969 dated June 12, 2023. The City and Local 127 are collectively referred to as the "Parties."

Article 24, section A(1)(b) of the MOU provides floating holiday credit based on an employee's regularly scheduled shift, up to 12 hours. The floating holiday must be used before June 30 of the fiscal year it was accrued; however, full-time, three-quarter time, and half-time employees who separate from employment and have not used their accrued floating holiday receive pay-in-lieu equivalent to eight hours, six hours, and four hours of floating holiday credit, respectively.

The City and Local 127 reached a tentative agreement to amend the MOU to pay employees for their unused floating holiday upon separation of employment based on employees' work hours on their last day of employment, up to 12 hours. The proposed change will be effective on July 1, 2024.

Therefore, the Parties agree as follows:

1. The Parties have satisfied all obligations under the MMBA, Council Policy 300-06, and other applicable law and regulations to meet and confer in good faith on the subject of this Agreement.
2. The Parties agree to amend Article 24, section A(1)(b) as follows:

"b. Floating Holiday

- i. **In each fiscal year covered by the term of this MOU, Each eligible employee available for a duty assignment on the first day of the fiscal year July 1 (as defined in Personnel Manual Index Code H-2) shall will accrue credit for hours of holiday time to equal to the hours worked in the employee's regularly scheduled shift up to twelve (12) hours. Each employee accruing such will schedule their floating holiday to comply with the following conditions:**
 - a. **1) The floating holiday up to 12 hours must be a Take-off in a one- (1) time absence and it must be used before by June 30 of the fiscal year it was earned accrued;**
 - 2) Unused floating holiday will not carry over to the following fiscal year and will be forfeited; and**
 - b. 3) The floating holiday must be taken Take at a time convenient to the employee's Appointing Authority.**
- ii. **Employees who separate from employment and have not used any accrued floating holiday hours will receive pay-in-lieu based on their last regularly scheduled workday, up to 12 hours."**


SIDE LETTER AGREEMENT BETWEEN THE CITY AND LOCAL 127 TO AMEND ARTICLE 24 OF THE MOU RELATED TO PAYMENT OF UNUSED FLOATING HOLIDAY UPON SEPARATION OF EMPLOYMENT

Page 2

3. Unless expressly covered in this Agreement, all wages, hours, and other terms and conditions of employment presently enjoyed by Local 127-represented employees, whether stated in an MOU, Personnel Regulation, Administrative Regulation or in any other enforceable document, remain in full force and effect.
4. This Agreement is intended to be read in conjunction with the MOU, and where in conflict on the specific issue covered by this Agreement, this Agreement will control.
5. This Agreement is not binding on the Parties until it is approved by a two-thirds vote of the City Council, in accordance with San Diego Charter section 11.2.

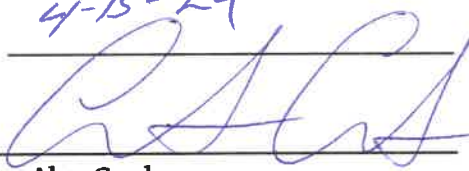
This Agreement is executed by the following authorized representatives of each party:

For Local 127

By: 

Tim Douglass
President

Date: 4-15-24

By: 

Andres Alva Cardenas
Business Representative

Date: 4/15/24

For the City of San Diego

By: 

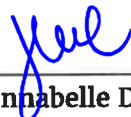
Timothy Davis
Lead Negotiator

Date: 6/5/2024

By: 

Abby Jarl-Veltz
Deputy Human Resources Director

Date: June 5, 2024

By: 

Jonnabelle Domingo
Supervising Human Resources Officer

Date: June 5, 2024

SIDE LETTER AGREEMENT BETWEEN THE CITY AND LOCAL 127 TO AMEND ARTICLE 24 OF THE MOU RELATED TO PAYMENT OF UNUSED FLOATING HOLIDAY UPON SEPARATION OF EMPLOYMENT

Page 3

Approved as to form this 11th day of June, 2024.

MARA W. ELLIOTT, City Attorney

By: MM
Miguel Merrell
Deputy City Attorney