

**SIDE LETTER AGREEMENT BETWEEN THE  
CITY OF SAN DIEGO (CITY) AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL 127 (LOCAL 127) RELATED TO ASSEMBLY BILL 1522 – HEALTHY  
WORKPLACES, HEALTHY FAMILIES ACT OF 2014**

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA), this Side Letter Agreement (Agreement) is entered into on April 8, 2015, between the City of San Diego (City) and the American Federation of State, County and Municipal Employees, Local 127 (Local 127) as an amendment to the Memorandum of Understanding (MOU) covering the term July 1, 2013 to June 30, 2018. The Local 127 and the City are collectively referred to herein as the "Parties."

On February 10, 2015, the San Diego City Council (Council) directed the City's Negotiation Team to meet and confer with its impacted employee organizations on the implementation of paid sick leave consistent with the State of California's Healthy Workplaces, Healthy Families Act of 2014 (Assembly Bill 1522).

The City and Local 127 have met and conferred in good faith in accordance with the Meyers-Milias-Brown Act and San Diego City Council Policy 300-06 concerning the terms and conditions of this Agreement and its implementation and agree to the following:

1. Specific provisions in this Agreement supersede any previous agreements, whether oral and written, regarding the substance of this Agreement. Except as provided in this Agreement, all wages, hours, and other terms and conditions of employment presently enjoyed by affected Local 127-represented employees, and in the MOU, remain unchanged.
2. The Parties understand and acknowledge that this Agreement will only take effect upon Council approval, and the effective date of this Agreement will be the date of final passage of the Council Resolution required for approval of this Agreement.
3. The Parties understand and acknowledge that, if Council approves this Agreement, the City must modify certain provisions in the City's Civil Service Rules and Personnel Regulations to conform to this Agreement.
4. The Parties agree that the Article attached to this Agreement as Attachment 1 will be incorporated into the MOU as Article 76.

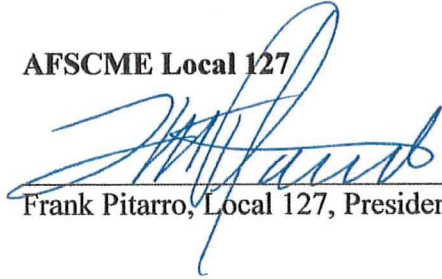
**Attachments:**

1. New AFSCME Local 127 MOU Article 76

This Agreement is executed on this 8th day of April, 2015, by the following authorized representatives of each party:


**SIDE LETTER AGREEMENT BETWEEN CITY AND LOCAL 127**  
**RE: A.B. 1522 – HEALTHY WORKPLACES, HEALTHY FAMILIES ACT OF 2014**  
April 8, 2015

**AFSCME Local 127**



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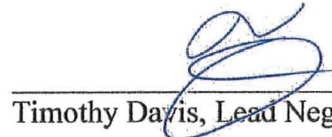
Frank Pitarro, Local 127, President



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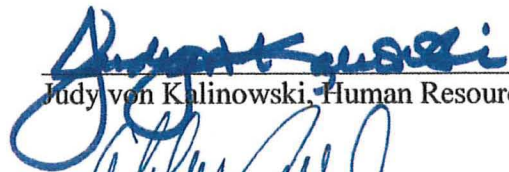
Marcos Cardenas, Local 127, Business Representative

**City of San Diego**



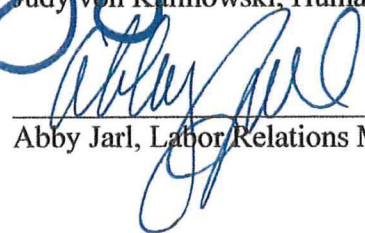
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Timothy Davis, Lead Negotiator



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Judy von Kalinowski, Human Resources Director



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Abby Jarl, Labor Relations Manager, Human Resources Department

## ATTACHMENT 1

### **ARTICLE 76 Hourly Sick Leave (A.B. 1522)**

- A. This Article applies to hourly employees, regardless of classification, who receive no paid annual leave or other paid leave. The City intends to provide these employees with a paid sick leave benefit, consistent with the paid sick leave benefit provided by the State of California's Healthy Workplaces, Health Families Act of 2014, set forth at California Labor Code, Division 2, Part 1, Chapter 1, Article 1.5, sections 245 through 249. These employees, referred to as Eligible Employees in this Article, are entitled to a benefit, referred to as Hourly Sick Leave (A.B. 1522), under the conditions set forth in this Article.
- B. Effective July 1, 2015, Eligible Employees will accrue Hourly Sick Leave (A.B. 1522) at a rate of one hour for every 30 hours worked, up to a maximum accrual of 48 hours.
- C. Eligible Employees begin accruing Hourly Sick Leave (A.B. 1522) at the commencement of employment, but may not use the accrued leave until the 90th day of employment, which is measured by 90 actual days worked. Any amount of time spent working on a day counts as one day toward the 90-day employment period. After an employee has worked 90 days, he or she may use paid sick leave as it accrues, up to the maximum number of hours set forth in paragraph E below
- D. Under this Article, the 12-month period under which an Eligible Employee may accrue and use paid Hourly Sick Leave (A.B. 1522) is defined as the City's fiscal year.
- E. Upon his or her oral or written request, an Eligible Employees may use up to 24 hours of Hourly Sick Leave (A.B. 1522) in any fiscal year for:
1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, the Eligible Employee or family member; or
  2. If the Eligible Employee is a victim of domestic violence, sexual assault, or stalking, taking time off from work to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; obtain or attempt to obtain any relief, including a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child; seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtain psychological counseling services related to an experience of domestic violence, sexual assault, or stalking, or participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

- F. Under this Article, family member means the Eligible Employee's child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Eligible Employee stands in loco parentis regardless of age or dependency status of the child), spouse, registered domestic partner, grandparent, grandchild, sibling, or a biological, adoptive, or foster parent, stepparent, or legal guardian of the Eligible Employee or the Eligible Employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Eligible Employee was a minor child.
- G. The City may require Eligible Employees to provide documentation substantiating the facts justifying the use of Hourly Sick Leave (A.B. 1522), to the extent permitted by California law.
- H. Hourly Sick Leave (A.B. 1522) will be paid at the Eligible Employee's current hourly pay rate for regular work hours. If an Eligible Employee, in the 90 days of employment before using accrued Hourly Sick Leave (A.B. 1522), had different hourly pay rates, then the Eligible Employee will be compensated at the highest hourly pay rate, not including overtime premium pay, earned during the prior 90 actual days of employment.
- I. Eligible Employees must provide their supervisors with reasonable written or oral advance notice of their request to use Hourly Sick Leave (A.B. 1522) when the need for the leave is foreseeable. If the need for the leave is unforeseeable, Eligible Employees must provide notice of the need as soon as practicable.
- J. Any unused, accrued Hourly Sick Leave (A.B. 1522) will carry over to the following fiscal year of employment, up to a maximum accrual of 48 hours.
- K. Eligible Employees may not cash out Hourly Sick Leave (A.B. 1522) at any time.
- L. If an Eligible Employee separates from employment with the City and is rehired within one year from the date of separation, the City will reinstate previously accrued and unused Hourly Sick Leave (A.B. 1522). Eligible Employees may use the previously accrued and unused Hourly Sick Leave (A.B. 1522) and accrue additional Hourly Sick Leave (A.B. 1522) immediately upon rehire, under the conditions set forth in this Article. If an Eligible Employee does not return to City service within one year from the date of separation, all accrued and unused Hourly Sick Leave (A.B. 1522) will be forfeited.
- M. If an Eligible Employee moves into a position or status, which entitles him or her to paid annual leave, then the employee will no longer be an Eligible Employee under this Article, and any accrued, unused Hourly Sick Leave (A.B. 1522) will be held during employment, but not available for use, unless the employee returns to a position or status in which the employee is no longer eligible for paid annual leave.
- N. The Hourly Sick Leave (A.B. 1522) benefit under this Article accrues concurrently with any additional sick leave benefit authorized by the City or

approved by voters in the future, meaning the accumulated leave amounts under this Article and any future ordinance will not be added together to create a more generous benefit, unless a future ordinance specifies otherwise.

- O. This Article is not intended to waive any rights of Eligible Employees under local, state, or federal law.