

SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND SAN DIEGO MUNICIPAL EMPLOYEES ASSOCIATION TO AMEND ARTICLE 47 OF THE MEMORANDUM OF UNDERSTANDING RELATED TO HOLIDAY PAY FOR DISPATCHERS AND GOLF OPERATIONS DIVISION EMPLOYEES

Pursuant to the provisions of the Meyers-Milius-Brown Act (MMBA) and Council Policy 300-06, this Side Letter Agreement (Agreement) is entered into between the City of San Diego (City) and the San Diego Municipal Employees Association (MEA) to amend Article 47 of the Memorandum of Understanding (MOU) between the City and MEA that was approved by San Diego Resolution R-313568 (June 11, 2021). The City and MEA are collectively referred to as the "Parties."

Article 47, section A(1) of the MOU lists the City's fixed holidays. However, Article 47, section A(2) provides, "If January 1, March 31, July 4, November 11, or December 25 falls on a Sunday, the Monday following is the City-observed holiday. If any of the dates listed in this section fall on a Saturday, the preceding Friday is the City-observed holiday."

Golf course facilities are open year-round. Employees who are scheduled to work on a fixed holiday that occurs on the weekend receive holiday pay for only the City-observed holiday. This creates a situation where employees in the Golf Operations Division of the Parks and Recreation Department who work on any holiday weekend feel undervalued for their service resulting in morale problems and creates difficulty in finding staff willing to cover any shifts on any holiday weekend. Therefore, the Parks and Recreation Department proposed that Golf Operations Division employees who are scheduled to work on a fixed holiday that occurs during the weekend will receive holiday pay on the fixed holiday than on the City-observed holiday.

Furthermore, Article 47, section A(3) of the MOU provides, "When Christmas, New Year's Day, or July 4th falls on either a Saturday or Sunday, Police, Fire and Public Works Dispatchers only, shall receive holiday compensation, including premium overtime, for all hours worked on the actual holiday when the employee is scheduled to work on that day. In such instances, holiday compensation will not be paid on the day the holiday is observed." MEA proposed that the City expand this list to include March 31 and November 11 for Police, Fire, and Public Works Dispatchers, which represents the same holiday pay provision for Golf Operations Division employees.

Therefore, the Parties agree as follows:

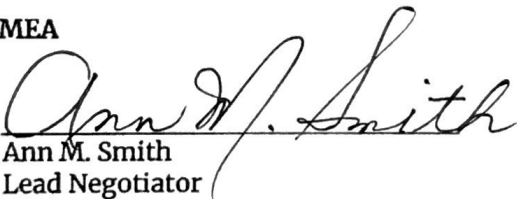
1. The Parties have satisfied all obligations under the MMBA, Council Policy 300-06, and other applicable law and regulations to meet and confer in good faith on the subject of this Agreement.
2. The Parties agree to amend Article 47, section A(3) of the MOU as follows:
 3. Holiday Pay for Dispatchers and Golf Operations Division Employees
 - a. ~~When Christmas, New Year's Day, or July 4th~~ **If January 1, March 31, July 4, November 11, or December 25 falls on either a Saturday or Sunday, then Dispatchers (Police, Fire, and Public Works) Dispatchers only and Golf Operations Division employees shall receive holiday compensation, including premium overtime, for all hours worked on the fixed actual holiday when the employee is scheduled to work on that day. In such instances, holiday compensation will not be paid on the City-observed holiday.**
 - b. The following are examples of holiday pay procedures:

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- i. Employees who are scheduled to work on both the City-observed holiday and the ~~fixed actual~~ holiday will receive holiday pay on the ~~fixed City-observed~~ holiday and not the City-observed holiday.
 - ii. Employees who are scheduled to work on the City-observed holiday and have a scheduled day off on the ~~fixed actual~~ holiday will receive holiday pay on the City-observed holiday.
 - iii. Employees who have a scheduled day off on the City observed holiday and are scheduled to work on the ~~fixed actual~~ holiday will receive holiday pay on the ~~fixed actual~~ holiday.
 - iv. Employees who have a scheduled day off on both the City observed holiday and the ~~fixed actual~~ holiday will receive holiday pay on the ~~fixed actual~~ holiday. Employees are ~~only~~ entitled to receive holiday compensation for only one day, not both days, per holiday weekend.
3. Unless expressly covered in this Agreement, all wages, hours, and other terms and conditions of employment presently enjoyed by MEA-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 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 MEA


By: 
Ann M. Smith
Lead Negotiator

Date: 10-18-22

By: 
Michael Zucchet
MEA General Manager

Date: 10-18-22


For the City of San Diego

By: 
Tim Davis
Lead Negotiator

Date: November 23, 2022

By: 
Jonnabelle Domingo
Supervising Human Resources Officer

Date: November 22, 2022

By: 
Abegaile Serafico
Senior Human Resources Officer

Date: 11/22/2022

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Approved as to form this 23rd day of November, 2022.

MARA W. ELLIOTT, City Attorney

By: MM
Miguel Merrell
Deputy City Attorney