

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE, LOCAL 101
(AMSP)

Holiday Pay Eligibility

The parties agree the AMSP Memorandum of Agreement (MOA) contains the following language regarding eligibility for holiday pay:

8.1 Holidays

8.1.1 *Except as hereinafter otherwise provided, each full-time employee who is on paid status before and after the holiday specified below shall be entitled to paid holiday leave on each of the following holidays observed, and on no other day, during the term of this Agreement:*

| | |
|-------------------------------|--------------------------------|
| <i>New Year's Day</i> | <i>Labor Day</i> |
| <i>Martin Luther King Day</i> | <i>Indigenous Peoples' Day</i> |
| <i>Lunar New Year</i> | <i>Veterans Day</i> |
| <i>President's Day</i> | <i>Thanksgiving Day</i> |
| <i>Cesar Chavez Day</i> | <i>Day After Thanksgiving</i> |
| <i>Memorial Day</i> | <i>Christmas Eve</i> |
| <i>Juneteenth</i> | <i>Christmas Day</i> |
| <i>Independence Day</i> | |

Effective calendar year 2024, Lunar New Year shall be observed in accordance with the State of California's holiday schedule, and New Year's Eve Day shall no longer be a City-observed holiday.

8.1.2 *When one the above holidays falls on a Sunday, the following day shall be designated as the holiday; and when one of the above holidays falls on a Saturday, the preceding day shall be designated as the holiday.*

8.1.2.1 *In continuous operations which require employees to work on Saturdays and Sundays, when a holiday falls on a Saturday or Sunday, the actual holiday will be observed rather than the City observed holiday.*

8.1.3 *Each full-time employee who is required to work on any City holiday specified in section 8.1.1 shall receive the salary they would be entitled to for that day at their regular rate of pay, and in addition shall receive compensatory time off equal to 1.5 the number of hours which the employee works on said holiday.*

8.1.3.1 *Said compensatory time off duty shall be credited to such employee in accordance with Section 10.4 of this Agreement; provided, however, that upon written request by the employee to the Department Director, or designee, within not more than 30 calendar days after the holiday when such compensatory time was earned, such employee shall receive and be given, in addition to their regular pay for such holiday and in lieu of such compensatory time off, such additional compensation as shall equal the number of hours of compensatory time credited to the employee multiplied by the employee's equivalent hourly rate.*

- 8.1.4 *Any other day proclaimed or designated by the Council of the City of San Jose as a holiday for which full-time employees will be entitled to holiday leave. Should additional holidays be provided, or should an existing holiday be traded for a different holiday observance for other represented employees on a Citywide basis, such holidays shall apply to employees in this unit.*
- 8.1.5 *Hours coded and compensated as Holiday Leave shall be considered time worked for the purposes of determining overtime eligibility, pursuant to Article 10.2.*

The parties agree based on the current practice of employees coding compensatory time off when a holiday falls on their regular day off that effective December 10, 2023, for employees who work in 24/7 operations and/or in continuous operations, the following will apply:


For employees on an alternate work schedule, if any said holidays falls on a full-time employee's regular day off, during which the employee is not required to work, such employee shall be entitled to eight (8) hours of compensatory time off duty for full day holidays. Said compensatory time off duty shall be credited to such employees in accordance with Article 10, subsection 10.5, of the AMSP MOA; provided, however, that upon written request by the employee to the Department Director, or designee, within not more than 30 calendar days after the holiday when such compensatory time was earned, such employee shall receive, in addition to their regular pay for such holiday and in lieu of such compensatory time off, additional compensation equal to the number of hours of compensatory time credited to the employee multiplied by the employee's equivalent hourly rate.

This shall be effective for the remaining term of the existing MOA only, which expires on June 30, 2026, and will not be included in any successor MOA unless agreed to by the parties in future negotiations.

The parties agree that this agreement shall not serve as precedent for future agreements and this agreement shall not be construed or implied to obligate the parties to enter into any similar agreements in the future.

This agreement is effective when signed by all of the parties designated below.


For the City:



Jennifer Schembri
Director of Employee Relations
Director of Human Resources

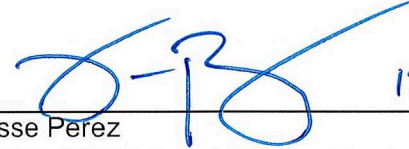
12/22/23
Date

For the Union:



Krista De La Torre
IFPTE Local 21 Business Representative

12/22/23
Date



Jesse Perez
AMSP, IFPTE, Local 21, President

12/22/23
Date