

**SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND DEPUTY CITY
ATTORNEYS ASSOCIATION OF SAN DIEGO TO AMEND ARTICLE 22
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 Deputy City Attorneys Association of San Diego (DCAA) to amend Article 22 of the Memorandum of Understanding (MOU) between the City and DCAA that was approved by San Diego Resolution R-314968 dated June 12, 2023. The City and DCAA are collectively referred to as the "Parties."

Article 22, section B of the MOU provides floating holiday credit based on an employee's regularly scheduled shift, up to eight 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 DCAA 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 eight 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 22, section B as follows:

"A. Floating Holiday.

1. In each fiscal year covered by the term of this MOU, each eligible employee available for a duty assignment on July 1, (as defined in Personnel Regulation Manual Index Code H-2) ~~shall~~ **will** accrue credit for hours of holiday time equal to the hours worked in the employee's **regularly scheduled shift** ~~normal work day~~ of up to eight hours. Each employee accruing such time ~~shall~~ **must** schedule their floating holiday to comply with the following conditions:
 - ~~a. Employee must schedule the floating holiday prior to June 1;~~
 - a. The floating holiday up to eight hours must be a one-time absence and it must be used before by June 30 of the fiscal year it was accrued; the last day of the last full pay period in June; and**
 - b. Unused floating holiday will not carry over to the following fiscal year and will be forfeited; and**
 - c. The floating holiday must be taken at a time convenient to the City Attorney or their designee.
2. **Employees who separate from employment and have not used any accrued**

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floating holiday hours will receive pay-in-lieu based on their last regularly scheduled workday, up to eight hours.”

3. Unless expressly covered in this Agreement, all wages, hours, and other terms and conditions of employment presently enjoyed by DCAA-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 DCAA

By: 
Jim Cunningham
Lead Negotiator

Date: 4/3/24

By: 
Shelley Webb
President

Date: April 3, 2024


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

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

MARA W. ELLIOTT, City Attorney

By: 
Jim McNeill
Assistant City Attorney