

**SIDE LETTER
BETWEEN CITY OF SAN PABLO AND
ASSOCIATION OF INTERMEDIATE EMPLOYEES
RE: MOU EXTENSION FOR FY2021/22**

This Memorandum of Understanding (MOU) Extension Agreement ("Agreement") is between the City of San Pablo (hereinafter called "City") and the Association of Intermediate Employees (hereinafter called "Association" or "AIE") (collectively called "the parties"). This Agreement shall apply to all employees of the City working in the classifications set forth in the MOU between the City and the Association, with reference to the following recitals:

WHEREAS, since early 2020, the spread of the COVID-19 virus has been declared a global pandemic; and

WHEREAS, a state of emergency has been declared by the President of the United States, the Governor of California, and the County of Contra Costa; and

WHEREAS, over the past year, multiple a shelter-in-place orders for the State of California resulting in temporary closures of non-essential businesses throughout the City and State; and

WHEREAS, the full economic impact of the COVID-19 pandemic on the City is unknown at this time, impeding the City's ability to adopt a multi-year budget and consider multi-year agreements with its labor unions;

NOW THEREFORE, the City and the Association have met and conferred in good faith and mutually agreed to extend the terms and conditions of the current MOU, with the following amendments:

1. **MOU Amendments:** The MOU will be amended as follows:

NEW SECTION. ASSOCIATION SECURITY *The following section is added to this MOU:*

A. Dues Deduction

The City will deduct, semi-monthly, the amount of Association's regular and periodic dues as specified by Association under the authority of an authorization card furnished by the Association to the employee and signed by the employee. Association will provide a certified list of current members, and will certify that Association possesses, and will maintain, a signed authorization for dues deduction (and/or voluntary political contribution deductions where applicable) from each individual on the list.

Such deductions, together with a list of the names and amount deducted, will be forwarded on a monthly basis to the Association office or designee.

Association will indemnify, defend, and save the City harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Association security Article, or action taken or not taken by the City under this Article. This includes, but is not limited to, the City's attorney's fees and costs.

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B. New Employee Orientation

The City will provide at least ten (10) calendar days' notice to the Association for new employee orientations, except where there is an urgent need critical to the City's operations that was not reasonably foreseeable. The Association may have up to thirty (30) minutes at the end of each new employee orientation that is attended by new employees represented by this bargaining unit, or at another time mutually agreed to by the City and Association, in order to present membership information.

The City will provide up to thirty (30) minutes of paid release time to one (1) designated employee representative to cover travel time to and from the orientation site, and presentation of membership information to new employees represented by this bargaining unit.

The date, time, and place of the new employee orientation will not be disclosed to anyone other than employees, the Association, or a vendor that is contracted to provide a service for purposes of the orientation.

C. Employee Information

Within thirty (30) days of the date of hire or by the first pay period of the month following hire, the City will provide the Association with the following employee information: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address. The City will also provide the Association with a list of such information for all employees in the bargaining unit every one hundred twenty (120) days.

Before providing the personal contact information listed above, the City will provide employees with the opportunity to elect non-disclosure to the Association.

SECTION 6 – SALARIES

6.1 General Increases *The following provision is added to this section:*

Contingent upon Association ratification and City Council approval of the Tentative Agreement for an MOU extension by June 30, 2021, effective July 1, 2021, there will be a three percent (3%) Cost of Living Adjustment for all classifications represented by the bargaining unit.

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6.3 Salary Step Increases: *This section is amended as follows:*

Supervisors shall complete evaluations within ninety (90) days of the employee's review date. Evaluations completed within the ninety (90) day period must rate the performance of the employee and, for employees eligible for a salary step increase, state that the employee's performance has or has not merited such an increase. If the increase is merited, the pay adjustment shall be retroactive to the review date.

There shall be no increase if the evaluation does not recommend an increase. However, effective one-hundred eighty (180) days following the City Council approval of the Tentative Agreement for a 2021 MOU extension, if an employee does not receive an evaluation within one hundred eighty (180) days of the employee's review date, the employee will receive the step increase retroactively to the review date.

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within ten (10) days after the employee receives the evaluation.

~~Contingent upon Association ratification and City Council approval of the Tentative Agreement for a successor MOU by July 3, 2017, effective July 1, 2017, an additional "Step F," which shall be approximately two and one half percent (2.5%) above "Step E," shall be added to the salary schedule for all classifications represented by the bargaining unit.~~

Section 16 Sick Leave *This section is amended as follows:*

16.2 Usage

Each regular, full time employee shall be allowed to use accrued sick leave with pay for the following reasons:

- A. Absence from duty due to exposure to a contagious disease where a doctor requires quarantine;
- B. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling;
- C. For an employee who is a victim of domestic violence, sexual assault, or stalking to: a) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or

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her child; or b) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety; and

- D. Absence due to pregnancy disability, childbirth, or a medical condition related to pregnancy.

However, an employee may use up to three (3) Sick Leave days per fiscal year to care for a non-immediate family member with an existing health condition who requires care from the employee, or as bereavement leave for a non-immediate family member.

The right to benefits under the sick leave plan shall continue only during the period that the City employs the employee. This plan will not give any employee the right to be retained in the service of the City or any right to claim of sickness disability benefits after separation from the services of the City, and shall have no cash value at separation.

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable, If the employee is required to be absent on sick leave for more than one (1) day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.

Employees must provide a physician's certification for any sick leave absence that occurs after the employee has used twenty-four (24) hours, or three (3) work days' worth of sick leave, whichever is greater, that involves the illness of the employee or family member.

Employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

In the event an employee is on sick leave for three (3) days or longer, or in the event of family medical leave, excessive use of sick leave, or sick leave abuse, a supervisor may require a written physician's statement confirming that the employee's illness or disability prevents him or her from attending work, and the anticipated duration of absence. The City may require that an employee undergo a medical examination by a physician chosen by the City after an absence of twenty-four (24) hours, or three (3) work days, whichever is greater, to determine an employee's fitness for work after an absence from work due to a non-job related injury or illness. In the case of absence due to a contagious disease, the employee will be required to present a medical release before s/he may return to work. Upon depletion of accumulated sick leave an employee may request leave of absence without any pay, for a period not to exceed sixty (60) calendar days, subject to

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the approval of the City Manager, or longer if required by law. If the employee is unable to return to work at the end of this period, he/she may request further unpaid leave, which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of his/her intent to return to work no later than every thirty (30) days.

If further leave is not requested, or granted after a request, the employee's continued absence from service with the City may be subject to discipline up to and including dismissal.

Time off for employee illness shall be charged to sick leave and not to vacation, compensatory time off, or administrative leave, unless and until all available sick leave has been exhausted.

SECTION 29 – TERM OF AGREEMENT *This section is amended as follows:*

This Memorandum of Understanding shall be effective July 1, 2017 and will remain in effect through June 30, ~~2021~~2022.

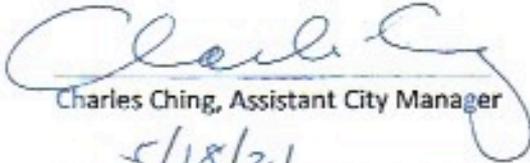
2. **Tentative Agreement:** This Tentative Agreement is subject to ratification by the bargaining unit and approval by the City Council.

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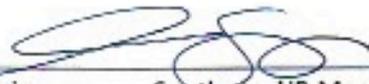
IN WITNESS WHEREOF, the parties hereby agree to this tentative agreement:

ON BEHALF OF CITY OF SAN PABLO

ON BEHALF OF AIE


Charles Ching, Assistant City Manager
5/18/21
Date


Ronalyn Nonato, AIE Representative
05/10/2021
Date


Alicia Southern, HR Manager
05/20/2021
Date


Elise Veliz, AIE Representative
05/07/2021
Date


Viviana Toledo, City Treasurer
MANAGEMENT ANALYST
05-20-2021
Date


Zee Deleon, AIE Representative
5/11/2021
Date


Kelly Tuffo, LCW
May 7, 2021
Date


John Dalrymple, CEA Associate
5/12/2021
Date