

**SIDE LETTER AGREEMENT No. 1
BETWEEN CITY OF SAN PABLO AND
THE SAN PABLO POLICE EMPLOYEES' ASSOCIATION (POLICE MANAGEMENT UNIT)**
Re: Revisions to MOU Section 9 Sick Leave and Section 12 Bereavement Leave



WHEREAS, the City of San Pablo (hereinafter called "City") and the San Pablo Police Employees' Association (Police Management Unit) (hereinafter called "Association") (collectively called "the parties") agreed to a Memorandum of Understanding (MOU) from July 1, 2022, until June 30, 2027;

WHEREAS, effective January 1, 2023, AB 1041 amended the California Family Rights Act and the Healthy Workplaces, Healthy Families Act (Labor Code section 245 et al.) to add a "designated person" (meaning a person identified by the employee at the time the employee requests paid sick days) to the definition of family member;

WHEREAS, effective January 1, 2023, AB 1949 entitles eligible employees to five days of bereavement leave;

WHEREAS, for the ease of administration, the City desires to apply a uniform definition of "family member" for all accrued sick leave, not limited to sick leave required under the Labor Code;

WHEREAS, the parties desire to update the bereavement leave section of the MOU to comply with AB 1949;

NOW THEREFORE, the City and the Association have met and conferred in good faith and mutually agreed to the following amendments:

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

SECTION 9. SICK LEAVE

9.1 Accrual

Effective January 1, 2018, full-time, regular employees shall accrue sick Leave with pay at the rate of six and two thirds (6.667) hours per each calendar month of service. Sick Leave shall not be considered as a privilege which an employee may use at their discretion but shall be allowed only in the case of purposes listed below.

Effective January 1, 2018, unused Sick Leave shall be accumulated at the rate of up to eighty (80) hours per year, with no maximum accumulation.

11.2 Usage

- A. Each full time employee paid on a semi-monthly basis shall be allowed to use accrued Sick Leave with pay for the following reasons:



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TELEPHONE: 100.

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- (1) Absence from duty due to exposure to a contagious disease where quarantine is required by a doctor;
- (2) 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; sibling; or Designated Person. For the purpose of this section, "Designated Person" means a person identified by the employee at the time the employee requests paid sick days. An employer may limit an employee to one designated person per 12-month period for paid sick days;
- (3) 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 their 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;

Sick leave is provided as a form of insurance to protect the employee during times of illness or injury. It is not intended as a form of leave with pay to be used for personal or recreational purposes other than as provided herein, and shall have no cash value at separation.

- B. Any Safety employee who is receiving disability payments under the Workers' Compensation Act of California shall receive the difference between the disability payments under the Workers' Compensation Act and full salary during the first twelve (12) months or any portion thereof, and such payment shall not be deducted from the accrued Sick Leave.
- C. 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. For sick leave of an unforeseeable duration, 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.
- D. Employees must provide a medical professional'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

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for leave must provide certification of the need for leave within a reasonable time thereafter. In cases of absence due to contagious disease, the employee will be required to submit a written medical release before they may return to work. In cases of other absences, the employee may be required to provide City with a Fitness for Duty statement from their attending physician, or a physician appointed by the City, prior to returning to work.

- E. Upon depletion of accumulated Sick Leave, an employee may request Medical Leave of Absence without pay for a period not to exceed sixty (60) calendar days, subject to the approval of the City Manager. If the employee is unable to return to work at the end of this period they may request further unpaid medical leave, which shall be subject to the approval of the City Manager. If further leave is granted, an employee must notify the City of their intent to return to work no later than every thirty (30) days.
- F. Time off for employee illness shall be charged to Sick Leave and not to vacation or compensatory time off unless and until all available Sick Leave has been exhausted.
- G. Shift differential shall not be paid after thirty (30) calendar days of sick leave.

11.3 Sick Leave Sharing Plan for Catastrophic Illness or Injury

The Association agrees to adhere to the sick leave sharing plan for catastrophic illness or injury guidelines outlined in Exhibit A.

11.4 Use of Paid Leave Concurrently with PDL, FMLA and CFRA

Employees are required to exhaust their accrued leaves concurrently with PDL/FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with PDL/FMLA/CFRA leave, with two exceptions:

- A. Employees are required to use accrued compensatory time earned in lieu of overtime pursuant to the Fair Labor Standards Act; and
- B. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition, including disability due to pregnancy, childbirth, or medical condition related to pregnancy.
- C. Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave, unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit.

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If an employee does not have sufficient accrued paid leave to cover the entire duration of family care or medical leave, the balance of the leave taken after the exhaustion of paid leave time shall be on an unpaid basis.

SECTION 12. BEREAVEMENT LEAVE

Upon death of an immediate family member (spouse or registered domestic partner and children/stepchildren (including foster children, legal wards, or children to whom the employee stands in loco parentis, regardless of age or dependency status), parents/stepparents (including a foster parent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), siblings, grandparents, parent in-law, spouse's grandparents, registered domestic partner's grandparents, and grandchildren), bereavement leave with pay for a period not to exceed the employee's regularly scheduled workweek shall be granted. The employee shall inform the City of the name and relationship of the person who died. The City reserves the right to require employees to provide documentation of the death of a family member within thirty (30) calendar days of the first day of the leave.

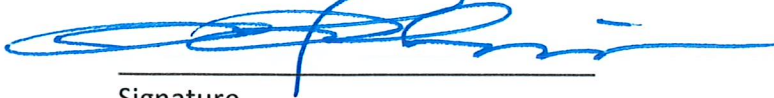
For employees assigned to a work schedule where one full workweek for an employee is less than five (5) work days, such employee may take one (or two, where applicable) additional days of bereavement leave for a total of five (5) days). The additional day of bereavement leave shall be unpaid, but employees may use paid vacation, sick leave or compensatory time off concurrently with the additional day. Bereavement leave must be completed within three (3) months of the date of death of the family member, and the bereavement leave need not be taken consecutively.

2. **Tentative Agreement:** This Tentative Agreement is subject to ratification by the bargaining unit and approval by the City Council.
3. **Incorporate into Successor MOU:** This side letter will be incorporated into the successor agreement to the 2022-2027 MOU, unless otherwise agreed to by the parties, and at such time this side letter will be eliminated.

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

ON BEHALF OF CITY OF SAN PABLO



Signature

6/20/23
Date

ON BEHALF OF ASSOCIATION



Signature

4/26/23
Date