

**SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
SAN DIEGO CITY FIREFIGHTERS, I.A.F.F., LOCAL 145 TO AMEND ARTICLE 28 OF THE MEMORANDUM
OF UNDERSTANDING RELATED TO PAID SICK LEAVE FOR HOURLY EMPLOYEES AS AMENDED BY
ASSEMBLY BILL 1041**

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 the San Diego City Firefighters, I.A.F.F., Local 145 (Local 145) to amend the Memorandum of Understanding (MOU) between the City and Local 145 approved by San Diego Resolution R-314187 dated June 23, 2022. The City and Local 145 are collectively referred to as the "Parties."

Article 28, section Q of the MOU provides paid sick leave to hourly employees, regardless of classification, who receive no paid annual leave or other paid leave. This benefit is consistent with the paid sick leave benefit provided under Assembly Bill 1522, which enacted the Healthy Workplaces, Healthy Families Act of 2014, set forth in Labor Code (LC) sections 245 through 249. Under Article 28, section Q, eligible employees may request paid sick leave that can be used for diagnosis, care, or treatment of an existing health condition of, or preventative care for, a family member; provide care or assistance to a family member with an illness, injury, medical condition; or for other enumerated reasons.

On September 29, 2022, Governor Gavin Newsom signed Assembly Bill (AB) 1041 into law, which amended LC section 245.5 by adding "designated person" to the list of family members that an eligible employee can take paid sick leave. LC section 245.5 defines "designated person" as, "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."

On December 12, 2022, the City provided notice to Local 145 regarding compliance with AB 1041 effective on January 1, 2023 and submitted a proposal to amend the MOU to reflect the new state legislation.

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 28, section Q(6) of the MOU, as follows:

"6. Under this Article, "Family Member" means the Eligible Employee's child (biological, adopted, ~~or~~ foster child, stepchild, legal ward, child of spouse, child of domestic partner, or child of Eligible Employee standing in *loco parentis* (i.e., in place of a parent) regardless of age or dependency status of the child); spouse; registered domestic partner; grandparent; grandchild; sibling; parent (biological, adoptive, ~~or~~ foster parent, stepparent, or parent of spouse or domestic partner); ~~or~~ legal guardian of the Eligible Employee or the Eligible Employee's spouse or registered domestic partner, or a person who stood in *loco parentis* when the Eligible Employee was a minor child; or "designated person" per 12-month period for paid sick days as defined under Labor Code section 245.5.

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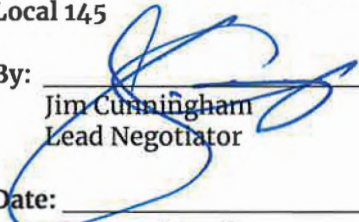
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However, if the designated person passes away, then the Eligible Employee may identify a new designated person. If the Eligible Employee wishes to identify a new designated person for the remainder of the 12-month period, then they must submit documentation of the death of the designated person, which includes: death certificate; published obituary; written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency; employee written attestation; etc. This documentation must be submitted with the Eligible Employee's request for Paid Sick Leave."

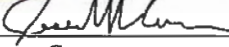
3. Unless expressly covered in this Agreement, all wages, hours and other terms and conditions of employment presently enjoyed by Local 145-represented employees, whether stated in an MOU, Personnel Regulation, Administrative Regulation or in any other enforceable document, remain in full force and effect.
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 San Diego City Firefighters, I.A.F.F.
Local 145**

By: 
Jim Cunningham
Lead Negotiator

Date: _____

By: 
Jesse Conner
President

Date: 5-17-23

For the City of San Diego

By: 
Timothy Davis
Lead Negotiator

Date: June 7, 2023

By: 
Abby Jarl-Veltz
Assistant Director, Human Resources

Date: June 13, 2023

Approved as to form this 13th day of June, 2023.

MARA W. ELLIOTT, City Attorney

By: 
Miguel Merrell
Deputy City Attorney