

**MEMORANDUM OF UNDERSTANDING
SIDE LETTER OF AGREEMENT BETWEEN
CITY OF SAN FERNANDO
AND
SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

This Memorandum of Understanding Side Letter of Agreement (“Agreement”) between the City of San Fernando (“City”) and the San Fernando Public Employees Association/Service Employees International Union, Local 721 (“SFPEA/SEIU Local 721”) (collectively “Parties”) is entered into with respect to the following:

WHEREAS, the City and SFPEA/SEIU Local 721 negotiated a Memorandum of Understanding (“MOU”) for the period of July 1, 2022 through June 30, 2027; and

WHEREAS, the parties agree that it is necessary to modify the MOU to include a newly established Paid Parental Leave program for unit employees.

NOW, THEREFORE, the parties, having had the opportunity to meet and confer, agree as follows:

SECTION 1: That portion of Article 4 – Leave Benefits, of the said MOU between the City and SFPEA/SEIU Local 721, adopted on April 17, 2023, per Contract No. 2145, and amended on August 7, 2023, per Contract No. 2145(a), and amended on January 16, 2024, per Contract No. 2145(b), be further amended by **adding** the following:

4.08 PAID PARENTAL LEAVE TIME

The City will implement the Paid Parental Leave Time (PPT) program beginning the payroll including July 1, 2024. This program provides eligible employees who experience a qualifying event up to twelve (12) weeks (480 hours) of 100% paid time off for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave. Use of PPT shall be limited to twelve (12) weeks (480 hours) as part of the employee’s FMLA/CFRA entitlement during the employee’s 12-month FMLA/CFRA anniversary period.

- A. Employee Eligibility:** Eligibility shall be in accordance with the eligibility requirement for the FMLA/CFRA article in the aforementioned MOU.
- B. Qualifying Events:** Paid Parental Time shall be available to eligible employees who have experience one of the following qualifying events:
 - 1. Birth of a child;

2. Disability due to pregnancy;
3. Long-term placement of a child for foster care;
4. Placement of a child for adoption; or
5. Placement of a child for legal guardianship;

- C. **Definitions:** The following definitions are included to clarify family relationship as defined in the Family and Medical Leave Act and the California Family Rights Act:

Parent: means a biological, step-, adoptive, or foster parent, an individual who stands or stood *in loco parentis* to an employee or a legal guardian. This term does not include parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Child: Means a biological, step-, adopted, or foster child, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

- D. **PPT Usage:** Paid Parental Time may be used at the employee's discretion without regard to any other available paid time off balance. All eligible employees with a qualifying event shall receive twelve (12) weeks (480 hours) of PPT regardless of any other paid time off balances (i.e., sick leave, vacation, compensatory time off, during pregnancy or bonding FML and taken on a continuous or intermittent basis in no less than one (1) hour increments. Employees must conclude PPT within one (1) year of the child's birth or placement. Paid Parental Time will be administered in the same manner as all other paid time off balances. Paid Parental Time does not accrue, carry over, or pay out upon retirement or separation from City Service.
- E. **Compliance and administration of PPT:** It is the intent of the parties that the provisions and administration of this article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability provisions of the California Fair Employment and Housing Act.

SECTION 2: Except as amended herein, all other provisions of the said MOU between the City and SFPEA/SEIU Local 721, adopted on April 17, 2023, per Contract No. 2145, and amended on August 7, 2023, per contract No. 2145(a), and amended on January 16, 2024, per Contract No. 2145(b), remain unchanged and in full force and effect.

Signature Page to Follow

FOR CITY OF SAN FERNANDO:

FOR SFPEA/SEIU LOCAL 721:

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Nick Kimball

12/13/2024 | 2:50 PM EST

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Nick Kimball
City Manager

Date

Signed by:

[Signature]

12/04/2024 | 2:04 PM PST

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Ruben Quintana
Chapter President, SFPEA/SEIU Local 721

Date

Signed by:

Manuel Fabian

12/03/2024 | 2:32 PM PST

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Manuel Fabian
Chapter Vice President, SFPEA/SEIU Local 721

Date

Signed by:

Maria Padilla

11/22/2024 | 1:55 PM PST

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Maria Padilla
Chapter Treasurer, SFPEA/SEIU Local 721

Date

Signed by:

Maria Calleros

12/11/2024 | 4:30 PM PST

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Maria Calleros
Chapter Secretary, SFPEA/SEIU Local 721

Date

DocuSigned by:

Richard DeLaPena

11/27/2024 | 9:27 AM PST

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Richard De La Pena
Sergeant at Arms, SFPEA/SEIU Local 721

Date