

**SIDE LETTER AGREEMENT  
BETWEEN THE  
THE CARLSBAD POLICE OFFICERS' ASSOCIATION  
AND  
THE CITY OF CARLSBAD  
RELATING TO COVID-19 EMERGENCY RESPONDER LEAVE**

The City of Carlsbad (hereinafter referred to as "city") and the Carlsbad Police Officers' Association (hereinafter referred to as the "CPOA") entered into a Memorandum of Understanding ("MOU") with a term beginning on January 1, 2019 and terminating on December 31, 2021. The city and CPOA are collectively referred to herein as the "Parties." The Parties now enter into this Side Letter of Agreement ("Agreement") as an amendment to the MOU.

Background and Overview

This Agreement relates to modifications to the city's application of the Families First Coronavirus Response Act – H.R. 6201 (FFCRA) benefits. Per the FFCRA, and under the city's current utilization, Emergency Responders, including, but not limited to, firefighters, law enforcement officers, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, are exempt from the FFCRA and are not eligible for all included benefits, unless otherwise provided by the city. The city has designated CPOA members as Emergency Responders for purposes of FFCRA benefits.

The benefits outlined below are designed to protect CPOA members while preserving management's ability to ensure essential Emergency Responders, who are required to work in emergency environments, are available to provide such services and at necessary staffing levels during the COVID-19 pandemic recognized by the World Health Organization.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milius-Brown Act ("MMBA") in response to the city's determination that these benefits are not required by the FFCRA and are being provided at the sole discretion of the city.

Based on the above, the city has proposed and the CPOA has agreed to replace the current application of Emergency Paid Sick Leave for Emergency Responders with the following:

1. This temporary Agreement goes into effect retroactively to April 1, 2020 and lasts through December 31, 2020, or sooner upon notice from the city to CPOA that the city has determined there is no longer a need for the additional leave based on the COVID-19 pandemic status.
2. The CPOA understands and agrees that CPOA members are exempt from receiving FFCRA benefits as Emergency Responders and are not legally entitled to such benefits. However, the city agrees to provide CPOA members with COVID-19 Emergency Responder Leave under all conditions specified in this Agreement.

3. CPOA members may be eligible for COVID-19 Emergency Responder Leave to care for an individual, within the meaning of 29 C.F.R. 826.20(a)(5), who is subject to a federal, state, or local quarantine or isolation order related to COVID-19 and/or has been advised by a health care provider to self-quarantine.
4. CPOA members who are regularly scheduled on a 12-hour shift may be eligible for up to 96 hours of COVID-19 Emergency Responder Leave. CPOA members on any other schedule may be eligible for up to 80 hours of COVID-19 Emergency Responder Leave.
5. CPOA members taking COVID-19 Emergency Responder Leave for the qualifying reasons listed above shall be paid at two-thirds of their regular rate of pay. CPOA members may apply their other accrued leave balances to supplement any reduced wages during the COVID-19 Emergency Responder Leave.
6. Due to the operational needs of the Department, the city reserves the right to exclude any individual CPOA member from the COVID-19 Emergency Responder Leave benefits.
7. In order to take leave under COVID-19 Emergency Responder Leave, eligible CPOA members will be required to complete and submit an appropriate leave request in increments equal to their normally scheduled shift length up to the maximum number of hours outlined in this Agreement.
8. The city reserves the right to request certification or other supporting documentation from CPOA members taking COVID-19 Emergency Responder Leave. CPOA members understand and agree to provide such documentation promptly upon request, and further understand that failure to do so may result in a delay or denial of taking leave.
9. CPOA members are required to obtain management approval prior to taking COVID-19 Emergency Responder Leave in any increment.
10. CPOA members understand that COVID-19 Emergency Responder Leave has no cash value and cannot be cashed out.
11. Any CPOA member who is subject to quarantine based on a specific federal, state, or local or health care provider order directed to them, or isolation based on an order directed to them from a health care provider due to symptoms of or diagnosis with COVID-19 from a documented work-related exposure, shall be placed on paid administrative leave during the leave status.
12. CPOA members understand that all leave granted per this Agreement expires on December 31, 2020 and cannot be carried over into the following calendar year.
13. Nothing in this Agreement is intended to waive the management rights of the city or to require negotiations over matters not otherwise required to be negotiated under applicable law.

This Agreement supersedes any previous city related documents distributed in relation to FFCRA leave benefits.

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the city's MOU with the CPOA remain in full force and effect.

CITY OF CARLSBAD:

Date: 05-05-2020

M. Lowe  
CARLSBAD POLICE OFFICERS' ASSOCIATION

Date: 5/5/20

Judith K. ...  
CITY OF CARLSBAD