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Side Letter Of Understanding
Between
The City Of Alameda
And
International Association Of Firefighters, Local 689 (IAFF)
Regarding Interim Implementation Of Postpartum And Recovery Leave (SB 1024)

Subject to approval by the authorized representatives, this Side Letter of Understanding ("Side Letter") is entered into by and between the City of Alameda ("City") and International Association of Firefighters, Local 689 ("IAFF") (collectively, "Parties").

RECITALS

WHEREAS, Senate Bill 1024 (Menjivar) ("SB 1024"), if enacted, would add Chapter 9.6.1 to Division 4 of Title 1 of the Government Code to provide active firefighting members of specified fire departments who, after 20 weeks of gestation, give birth or experience a stillbirth or miscarriage, up to twenty-six (26) weeks of fully paid postpartum and recovery leave, subject to a 1,250-hour service eligibility threshold in the twelve (12) months preceding the qualifying event, continuation of compensation and benefits during the leave, and restoration to the employee's prior position upon return;

WHEREAS, SB 1024 has passed the Legislature and is pending presentment to, and action by, the Governor;

WHEREAS, absent action by the Parties, no comparable paid postpartum and recovery leave benefit is currently available to affected bargaining unit members prior to the statute's operative date;

WHEREAS, the Parties wish to make a substantially equivalent benefit available on an interim basis in advance of the statutory operative date, without prejudice to either Party's position regarding the interpretation or implementation of SB 1024 once effective; and

WHEREAS, the Parties agree that this Side Letter shall have no force or effect unless the Governor signs SB 1024 into law;

NOW, THEREFORE, the Parties agree as follows:

1. CONTINGENCY ON ENACTMENT

This Side Letter is contingent upon, and shall not take effect unless and until, the Governor of California signs SB 1024 into law or fails to veto SB 1024 by September 30,

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2026. If the Governor vetoes SB 1024, this Side Letter shall be null and void and of no force or effect, and neither Party shall have any obligation under it.

2. EFFECTIVE DATE

Subject to Section 1 above and final approval by City Council in open session, this Side Letter shall become effective when SB 1024 becomes a statute, pursuant to Article IV, Section 10, subsection (b)(2) of the California Constitution. For clarity, the effective date will be either (1) the date the Governor signs SB 1024, or (2) if the Governor does not sign or return SB 1024, October 1, 2026

3. INTERIM POSTPARTUM AND RECOVERY LEAVE BENEFIT

Effective as of the Effective Date and continuing through the Sunset Date set forth in Section 4, the City shall provide postpartum and recovery leave to eligible bargaining unit members on the same terms and eligibility criteria set forth in SB 1024 as chaptered.

4. SUNSET

This Side Letter, and the interim benefit it provides, shall automatically sunset and terminate on January 1, 2027, the statutory operative date of SB 1024, without further action by either Party. From and after January 1, 2027, postpartum and recovery leave for eligible bargaining unit members shall be governed exclusively by SB 1024 as codified, and this Side Letter shall have no further force or effect.

5. NO ADMISSION; NO PRECEDENT

This Side Letter is entered into solely to bridge the gap between the Effective Date and the statutory operative date of SB 1024. Nothing in this Side Letter shall be construed as an admission by either Party regarding the meaning, application, or interpretation of SB 1024, the Memorandum of Understanding between the Parties, or any past practice, and this Side Letter shall not be cited as precedent in any future proceeding, grievance, or negotiation, except as necessary to enforce its own terms during its effective period.

6. NO OTHER MODIFICATION

Except as expressly set forth herein, all other terms and conditions of the Memorandum of Understanding between the City and the Union remain unchanged and in full force and effect.

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AGREED:

FOR THE CITY OF ALAMEDA:

Signed by:
Gerry Beaudin
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Gerry Beaudin, City Manager

FOR IAFF:

Signed by:
3A0DC38B1F6042E...

Michael DeWindt, IAFF President

APPROVED AS TO FORM:

By: Signed by:
Douglas W. McManaway
E8FE719EEA4B49C...
Douglas W. McManaway,
Assistant City Attorney