

**AMENDMENT TO ARTICLE VIII  
OF THE  
2019- 2022 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF FOLSOM  
AND  
SACRAMENTO ASSOCIATION OF FIREFIGHTERS,  
LOCAL 522, IAFF, FOLSOM UNIT**

This Amendment amends the September 16, 2019 through June 30, 2022 Memorandum of Understanding (MOU) between the City of Folsom and Local 522, IAFF, by adding Section 13 to Article VIII as follows:

**13. Childcare Leave Program**

**A. Program**

Subject to the eligibility requirements set forth in Section B below:

1. Employees will be granted up to 480 hours of Childcare Leave for the sole purpose of caring for their children because of their school being closed for COVID-19 reasons or their childcare provider is unavailable due to COVID-19 reasons.
2. If an employee uses up their 480 hours of Childcare Leave, they may use their annual leave and their sick leave to extend their leave under this program.
3. At the employee's discretion, if an employee uses all their annual leave and sick leave, they may be advanced up to one calendar years' worth of their annual leave accrual. Such advance shall be paid back on a schedule that reduces future accruals by 50% until paid in full.

**B. Eligibility**

1. Employees must be current (as of July 1, 2020) members of Local 522, IAFF, Folsom Unit.
2. Employees shall not be covered under the City's Emergency Leave Program.
3. Employees shall remain exempt from all provisions of the Family First Coronavirus Response Act (FFCRA).
4. The employee must not be in probationary status at the time of using the Childcare Leave. Employees on probation may be subject to having their probation extended.
5. Employee must be the parent, or legal guardian, of the child being cared for.
6. Children being cared for must be less than 14 years of age or less than 18 years of age if they have a documented special need.
7. The Childcare Leave program is intended to be the alternative of last choice, not the first choice for childcare. Therefore, the employee must be the last option for providing the necessary care and must provide documentation prior to approval and periodically of school closures, unavailability of normal providers, efforts to secure childcare services, and notices of placement on a childcare waiting list.

**C. Administration**

1. When an employee is on Childcare Leave, they will be paid 100% of their regular pay as calculated when using annual leave.
2. Time may be taken intermittently.
3. Leave must be approved, in advance if practical by the Fire Chief or designee, and by the HR Director or designee.
4. No more than fifteen percent (15%), (rounded to the nearest whole number), plus one (1) per shift within the Fire Captain, Fire Engineer, or Firefighter classifications shall be granted leave for any purpose at any one time. Exceptions to this may be granted by the Fire Chief so long as it does not result in a mandatory hire.
5. It is recognized that not all eligible employees can take childcare leave at the same time and that it is the City's absolute right to decide on whether to approve childcare leave requests. In doing so, the City may consider, but not limited to, the following: seniority, special work skills and abilities, program coverage, status of other family members/parent employed with the City, emergency needs of the City, budgetary considerations, any special needs of the children being cared for, and the status of other family members in the home.
6. Any approved retroactive replacement of annual leave used for childcare since March 4 shall count towards the 480 hours of paid leave time, at the employee's discretion.
7. Employee will continue to accrue annual leave while using Childcare Leave.
8. Childcare Leave time cannot be carried over beyond the sunset date, has no cash value and cannot be cashed out at any time, and cannot be donated to another employee.
9. An employee on Childcare Leave may be called in to work, at the discretion of the Fire Chief, at any time and, therefore, must have an emergency plan for childcare that will enable them to be at work within four hours.
10. All provisions for filing grievances shall be waived for any decision made or action taken by the City for the purpose of administering this program. Article XII of the 2019-2022 Memorandum of Understanding between Local 522, IAFF, Folsom Unit and the City of Folsom shall not be applicable to this Amendment.
11. This Amendment shall sunset upon the termination of the State's COVID-19 State of Emergency, the Order of the Sacramento County Health Officer, and the Order of the Folsom City Manager, whichever comes first.

**City of Folsom**

**Sacramento Area Firefighters Association  
Local 522, IAFF, Folsom Unit**

\_\_\_\_\_  
Elaine Andersen, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
James Francis, HR Director

\_\_\_\_\_  
Date: \_\_\_\_\_