

**CITY OF MENDOTA
EMERGENCY SERVICES DIRECTOR ORDER 20 - 01 RELATING TO
EMPLOYEE LEAVE/PAY DURING EMERGENCY**

**DECLARATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY
OF MENDOTA RELATING TO EMPLOYEE LEAVE/PAY DURING EMERGENCY
DETERMINED AS NECESSARY TO SAFEGUARD LIFE AND PROPERTY AND
CONTINUE ESSENTIAL SERVICES OF THE CITY OF MENDOTA**

WHEREAS, there exists a local emergency in the City of MENDOTA ("City") pursuant to Resolution 20-18, approved by the City Council on March 16, 2020, where the City declared a local emergency in response to the continuing spread of COVID-19; and

WHEREAS, under the authority of Government Code sections 8610 and 8634, and Mendota Municipal Code section 2.44.060, I am empowered, upon declaration of a local emergency, to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council; and

WHEREAS, the California Department of Public Health ("DPH"), the Fresno County Health Department and Executive Order 27-20, establish guidelines for social distancing, elimination of non-essential gatherings and isolation for specific individuals, in order to prevent transmission of COVID-19 ("DPH Guidance"); and

WHEREAS, on March 18, 2020, the United States President, following passage by both the House of Representatives and the Senate, signed HR 6201 - Families First Coronavirus Responses Act into law. ("FFCRA"); and

WHEREAS, under conditions of the emergency, it is deemed necessary in the interest of public safety to allow essential services necessary to protect life and property and at the same time safeguard the life and property of City employees as recommended in the DPH Guidance; and

WHEREAS, the City's citizens', including City of Mendota employees, health and safety is deemed to be in peril and time is of the essence.

THEREFORE, I, Cristian Gonzalez, as Director of Emergency Services, declare effective 5:00 p.m. on April 3, 2020, the following relates to emergency leave/pay for use by all City of Mendota employees during this declared emergency:

1. In order to prevent the transmission of COVID-19 and in accordance with City of Mendota Resolution 20-18, the State of California and Local Health Department directives, which includes the Governor's COVID-19 directives,

some City employees have been impacted by a reduction in City services, the need to care for a child due to school closures, the need to care for an individual related to COVID-19, or the necessity to isolate due to age or a health condition.

2. Pursuant to Local and State Directives, City of Mendota Employees perform essential services necessary to maintain the public health, safety and welfare.
3. Notwithstanding anything that may be to the contrary in this Order, during the declared local emergency, all employees of the City are considered Disaster Service Workers and may be called to report to work at any time, and may be assigned to perform any duty of the City.
4. To the extent possible without compromising the maintenance of essential City services, the City will provide such leave benefits outlined and expressed by FFCRA or equivalent leave. The leave benefits outlined herein will be available commencing on April 1, 2020.
5. The Director of Emergency Services reserves the right to order any City Employee to work in order to maintain the public, health, safety, and welfare, even if such employee is currently on an approved leave. When denied leave or ordered to return to work from leave the employee will be considered an emergency responder for the purpose of being considered an exempt employee under the FFCRA. Other than for the exemption from the FFCRA, such employee will not be considered an emergency responder, unless previously designated as such, and shall not be entitled to, or have the ability to claim entitlement to, any other benefits, rights or status as provided to emergency responders under other laws, MOU's, regulations, policies or agreements.
6. All leave/pay provided for under this Order must be approved and coordinated through each Employee's supervisor. The Director of Emergency Services may delegate to the Department Heads determinations regarding which employees are necessary to maintain the public, health, safety, and welfare, as provided for in Section 5.
7. Beginning April 1, 2020, having been approved by the Employee's supervisor, Employees unable to work or Telework as a result of COVID- 19 may use the leave benefits outlined in this Order.
8. City Employees who are required to remain home and who are not ill during this Emergency should attempt to Telework if possible and if approved. Such employees shall adhere to the Emergency Telework Policy and Agreement Exhibit "A".

9. City Employees impacted by Shelter in Place orders will be assessed to determine the following:
 - a. The employee's role in fulfilling essential services for the City.
 - b. The ability of the employee's tasks to be completed either via teleworking, an alternative schedule, or other method to provide the essential service.
 - c. These employees, unless ill, may be required to report to work regardless of other factors which would otherwise qualify them for leave.
10. City Employees who are not ill, who are found to be fulfilling essential services and for which work is available, will be required to work, either at the City or by Telework at the discretion of the Director of Emergency Services.
11. For purposes of the emergency leave/pay application, the following definitions will apply:
 - a. Telework - the practice of working from home in accordance with the Emergency Telework Policy and Agreement;
 - b. Full-time Employee - for the purposes of this policy, a Full-time employee is a regular employee within the competitive service, or a contract employee whose regular schedule is 40 hours per week;
 - c. Part-time Employee - for the purposes of this policy, a part-time employee is a provisional, temporary worker, contract employee, or paid intern who is normally scheduled less than 40 hours per week;
 - d. COVID Leave - Leave as outlined in FFRCA- Emergency Leave Act Time or the equivalent as outlined below amounting to 80 hours (or 112 hours for a 56 hour employee) of paid time as provided by the FFRCA. A City Employee will only be entitled to the 80 hours (or 112 hours if applicable) once, regardless of the qualifying reasons that may apply;
 - e. Emergency FMLA - Leave as outlined in FFRCA - Emergency Family Medical Leave Act Time, and without compromising essential services of the City, an employee needs to care for a dependent child due to a school or daycare closure;
 - 1) For purposes of this leave, dependent child is a biological, adopted, foster child, stepchild, legal ward or a child of a person standing in loco parentis, who is under the age of 18 or 18 or older and who is incapable of self-care because of a mental or physical disability.
12. Leave/Pay:
 - a. For any City Employee not currently ordered to work and who because of closure to City service or who is quarantined or isolated as the result

of a federal, state or local directive, and who is not able to Telework or is only able to Telework for a portion of their regular schedule, shall be eligible to receive COVID Leave and other leaves/pay as follows:

1) A Full-time Employee will receive 80 hours of COVID Leave to be used for those hours in which the employee is unable to work or Telework. Thereafter the Full-time Employee will be eligible to use sick leave or other accrued leave as applicable. Once the Full-time Employee has exhausted all available leaves, the Full-time employee may carry a one-time negative balance of up to a total of 80 hours of sick leave which will be credited back as the sick leave is accrued.

2) A Part-time Employee will receive COVID Leave in an amount equal to the average work hours over a two work week period, but in no case will such average exceed 80 hours. Thereafter, the Part-time Employee may utilize accrued sick leave for up to the maximum 48 hours accrued, or may use any accrued vacation time.

b. For any City Employee not currently ordered to work and who is advised by a health care provider to self-quarantine due to COVID-19, who is sick due to COVID-19, or who is experiencing COVID-19 symptoms and awaiting or seeking a medical diagnosis, shall be eligible to receive COVID Leave and other leaves/pay as follows:

1) A Full-time Employee will receive 80 hours of COVID Leave to be used for those hours in which the employee is unable to work or Telework. Thereafter the Full-time Employee will be eligible to use sick leave or other accrued leave as applicable. Once the Full-time Employee has exhausted all available leaves, the Full-time employee may carry a one-time negative balance of up to a total of 80 hours of sick leave which will be credited back as the sick leave is accrued.

2) A Part-time Employee will receive COVID Leave in an amount equal to the average work hours over a two-work week period, but in no case will such average exceed 80 hours. Thereafter, the Part-time Employee may utilize accrued sick leave for up to the maximum 48 hours accrued or may use any accrued vacation time.

c. For any City Employee not currently ordered to work and who is caring for an individual who is quarantined or isolated as the result of a federal, state or local directive, who is sick due to COVID-19, or who is experiencing COVID-19 symptoms and

awaiting or seeking a medical diagnosis shall be eligible to receive COVID Leave and other leaves/pay as follows:

1) A Full-time Employee will receive 80 hours of paid sick leave at 2/3 their regular pay in an amount not to exceed \$200 per day and \$2,000 in the aggregate. Employees who use this leave will be able to coordinate other leave benefits in order to make up any loss in pay during use of the 80 hours above. Thereafter the Full-time Employee will be eligible to use sick leave or other accrued leave as applicable. Once the Full-time Employee has exhausted all available leaves, the Full-time employee may carry a one-time negative balance of up to a total of 80 hours of sick leave which will be credited back as the sick leave is accrued.

2) A Part-time Employee will receive COVID Leave at 2/3 their regular pay in an amount equal to the average work hours over a two-work week period, but in no case will such average exceed 80 hours. The dollar amount of this leave shall not to exceed \$200 per day and \$2,000 in the aggregate. Thereafter, the Part-time Employee may utilize accrued sick leave for up to the maximum 48 hours accrued or may use any accrued vacation time.

d. For any City Employee not currently ordered to work and who is caring for a dependent child, as defined above pursuant to Emergency FMLA, due to a school or daycare closure shall be eligible to receive COVID Leave, Emergency FMLA and other leaves/pay as follows:

1) A Full-time Employee will receive 80 hours of COVID Leave at 2/3 their regular pay in an amount not to exceed \$200 per day and \$2,000 in the aggregate. These 80 hours will run concurrently with the 10 days of unpaid leave under the FFRCA - Emergency Family Medical Leave Act Time. Thereafter the Full-time Employee will be eligible to use Emergency FMLA. During the 10 weeks the Full-time Employee will be eligible to receive 2/3 of their average monthly earnings not to exceed \$200 per day and \$10,000 in the aggregate. Employees who use this leave will not be able to coordinate other leave benefits in order to make up any loss in pay during this time, unless otherwise granted by the Director of Emergency Services due to unique circumstance involving such employee. Thereafter, the employee may use any other accrued leave as applicable.

2) A Part-time Employee will receive COVID Leave at 2/3 their regular pay in an amount equal to the average work hours over a two-work week period, but in no case will such average exceed 80 hours. The dollar amount of this leave shall not exceed \$200 per day and \$2,000 in the aggregate. The COVID Leave will run concurrently with the 10 days of unpaid leave under the FFRCA- Emergency Family Medical Leave Act Time. Thereafter, the Extra-help Employee will be eligible to use Emergency FMLA. During the 10 weeks the Extra-help Employee will be eligible to receive 2/3 of their average monthly earnings not to exceed \$200 per day and \$10,000 in the aggregate. Employees who use this leave will not be able to coordinate other leave benefits in order to make up any loss in pay during this time, unless otherwise granted by the Director of Emergency Services due to unique circumstance involving such employee. Thereafter, the employee may utilize any accrued vacation time.

13. Full-time and part-time employees may be eligible for other State benefits related to disability, paid family leave, and/or unemployment due to a loss or reduction in paid working hours. This information and online applications can be found at https://www.edd.ca.gov/about_edd/coronavirus-2019.htm
14. All Employees are expected to comply with local, state, and federal emergency directives in order to reduce risk to all City Employees and prevent the spread of COVID-19. Employees who do not comply may be ineligible for non-required leaves. In addition, Employees who are teleworking must adhere to Emergency Telework Policy and Agreement.
15. Both COVID Leave and Emergency FMLA will cease to be available once the Emergency outlined in Resolution 20-18 is over or until December 31, 2020, whichever occurs first. Neither leave has any cash value, nor can they be cashed out or banked for later use and are only available due to the special circumstances currently being faced by the City and the Nation.
16. Nothing in this order shall be deemed to confer any contractual obligations, property rights, or assume any City liability.
17. Any Employee who was on leave as of March 16, 2020 or who is placed on leave, for any non-COVID related reason, is not entitled to COVID Leave or Emergency FMLA.
18. Any Employee who violates this Order may be subject to disciplinary action, up to and including termination.

19. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

NOW, THEREFORE, BE IT RESOLVED, that this regulation shall remain in effect until such time as it is otherwise amended, replaced or terminated by the Director of Emergency Services or the City Council of the City of Mendota.

DATE AND TIME: April 3, 2020 at 5:00 p.m.



Cristian Gonzalez, Director of Emergency Services

ATTEST:



Celeste Cabrera-Garcia, City Clerk



Exhibit A

EMERGENCY TELEWORKING POLICY

The purpose of the Emergency Teleworking Policy is to ensure that essential City of Mendota functions continue to be performed at an alternative location during the disruption of normal operations. The City of Mendota will implement this Policy in keeping with the mission of the City of Mendota and the respective Department. This Policy is an emergency policy and the Director of Emergency Services has discretion to withdraw the Policy if deemed necessary.

The Director of Emergency Services shall designate and authorize specific times in which an Emergency Teleworking Agreement ("ETA" or "Agreement") shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

Eligibility Criteria

Teleworking is not suitable for all employees and/or positions. The Director of Emergency Services has the discretion to determine the employees and positions who may telework on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee's department and the City of Mendota
2. The potential for disruption to the City of Mendota's functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her City of Mendota worksite ("Alternate Worksite") without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other City of Mendota employees and the public that the employee's position requires;
5. The portability of the employee's work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee's job duties from a location separate from his or her City of Mendota Worksite;
8. The ability to measure the employee's work performance from a location separate from his or her City of Mendota Worksite;
9. The employee's supervisory responsibilities;
10. The employee's need for supervision;
11. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, and the Personnel Officer.

Telework Assignment:

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless the City of Mendota approves an extension in writing. The City of Mendota may, in its discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Teleworking will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks (“Work Schedule”). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while teleworking, just as they would if they were reporting to work at their City of Mendota worksite. Non-exempt employees may not telework outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before teleworking outside his or her normal work hours may face discipline in accordance with the City of Mendota’s policy for working unauthorized overtime.
4. Teleworking employees are required to be accessible in the same manner as if they are working at their City of Mendota worksite during the established teleworking Work Schedule, regardless of the designated location for teleworking, or “Alternate Worksite.” Employees must be accessible via telephone, email, and/or network access to their supervisor and other City of Mendota employees while teleworking, as if working at their City of Mendota worksite. Employees shall check their City of Mendota-related business phone messages and emails on a consistent basis, as if working at their City of Mendota worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall record all non-productive work time on his/her timesheet.
6. While teleworking, employees shall adhere to the following:
 - a. Be available to the department via telephone and/or email during all ETA designated work hours.
 - b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.
 - c. All periods of employees’ unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.

- d. Employees shall ensure dependent care will not interfere with work responsibilities.
- e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- f. If the City of Mendota has provided City of Mendota owned equipment, employees agree to follow the City of Mendota's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to City of Mendota owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations and Responsibilities:

Employees must adhere to the provisions set forth in this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from the City of Mendota.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Teleworking employees are expected to abide by all City of Mendota and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official City of Mendota documents and directives.
2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of City of Mendota employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other City of Mendota employees and the public.
3. Employees shall ensure that all official City of Mendota documents are retained and maintained according to the normal operating procedures in the same manner as if working at a City of Mendota worksite.
4. Employees may receive approval to use personal computer equipment or be provided with City of Mendota issued equipment at the discretion of the Director of Emergency Services.
5. The City of Mendota shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee's teleworking).
6. Employees may receive a virtual private network ("VPN") account, as approved by the Director of Emergency Services.
7. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare

vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.

8. Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the City of Mendota's network and must close or secure all connections to City of Mendota desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the City of Mendota. Employees must maintain adequate firewall and security protection on all such devices used to conduct City of Mendota work from the Alternate Worksite.
9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the City of Mendota's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to City of Mendota work they access from the Alternate Worksite or transport from their City of Mendota worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their City of Mendota worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the City of Mendota at the termination of the ETA or upon request by their supervisor, Department Head or Human Resources.
10. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The City of Mendota shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
11. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
12. Any breach of the teleworking agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

EMERGENCY TELEWORKING AGREEMENT

Employee Acknowledgement:

I, the undersigned employee (“Employee”), have read the Emergency Teleworking Policy and the Emergency Teleworking Agreement (“ETA” or “Agreement”) in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the ETA is temporary and contingent upon City Manager approval. Approval does not imply entitlement to a permanently modified position or a continued telework arrangement.

I understand and agree that the ETA is voluntary and may be terminated at any time. I further understand that the City of Mendota may, at any time, change any or all of the conditions under which approval to participate in the ETA is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

The Agreement is valid from _____ to _____. I understand this Agreement expires on _____ and may not continue unless the City of Mendota approves a new ETA in writing. The City of Mendota may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the City of Mendota expects the Employee to be physically present at the City of Mendota Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Alternate Worksite: The location and address of the Alternate Worksite is:

 Street City State Zip Code

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:

_____.

The days and hours (“Work Schedule”) the City of Mendota permits the Employee to be physically present at the Alternate Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

The Employee agrees to report work-related injuries to the Employee’s supervisor at the earliest reasonable opportunity. The Employee agrees to hold the City of Mendota harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Emergency Teleworking Agreement, and understand and agree to all of its provisions.

 Employee’s Name and Title Date

 Employee’s Supervisor’s Name and Title Date

 Director of Emergency Services Date

Submit the completed and executed Agreement to the Director of Administrative Services

AGREEMENT FOR REPAYMENT OF LEAVE PAY

In the event an employee has exhausted all vacation, sick leave, compensatory time off, floating holiday and administrative leave, an employee may accrue up to ___ additional hours of sick leave, according to the terms below.

Based on mutual written agreement between the employee and the Personnel Officer, the amount of extra sick leave taken must be repaid within _____ of the date of the last day of the leave.

Except as modified by this Policy, all City of Mendota policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect. This is an emergency policy of the City of Mendota and is not intended to be a binding practice. This Policy is subject to change at any time, based on changing circumstances and information known about the COVID-19 virus. The City of Mendota will notify employees of any changes to this Policy and will comply with all applicable laws regarding notice to bargaining units, as required.

Reason for Leave:

- _____ Leave because of the closure of my child(ren)'s school(s) or childcare provider(s) or the unexpected unavailability my child(ren)'s childcare provider.
- _____ Leave because I would like to follow Governor Gavin Newsom's March 19, 2020 guidance for the home-isolation of individuals over the age of 65 and those with chronic health conditions.
- _____ Leave due to a legal shelter-in-place order issued by a federal, state, or local agency, official, governing body, or other entity.
- _____ Leave because, within the last 14 days, I have returned from travel to or through areas with a Warning Level 3 or higher as defined by the Centers for Disease Control (CDC) or from travel on a cruise ship.
- _____ Leave because, within the last 14 days, I have had close contact with affected individuals, defined as (a) being within approximately 6 feet (2 meters) of a COVID-19 case for a prolonged period of time (close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a COVID-19 case); or (b) having direct contact with infectious secretions of a COVID-19 case (e.g., being coughed on).
- _____ Leave because I am exhibiting symptoms (e.g., fever [defined as 100.4° F [37.8° C] or greater using an oral thermometer], coughing, and/or shortness of breath) associated with COVID-19 or I have obtained a positive diagnosis of COVID-19.
- _____ Leave to care for a family member (as defined below) who is exhibiting symptoms of (e.g., fever (defined as 100.4° F [37.8° C] or greater using an oral thermometer), coughing and/or shortness of breath) or who has

obtained a positive diagnosis of COVID-19. The family member I am caring for is my:

_____ (Family Member's Relation to You)

Repayment:

Commencing on _____, 20____ (payroll period ____ - ____), until the sick leave advanced is repaid I agree to forego my biweekly:

- Sick Leave Accrual Vacation Leave Accrual Other Leave Accrual

I understand and fully acknowledge that I am required to repay the City of Mendota the number of hours of sick leave I accrue under this Agreement within _____ of the date of the last leave day I use. If I leave City of Mendota employment for any reason prior to the full repayment of the sick leave accrual, I consent to the withholding of the amount necessary to repay the City of Mendota for the sick leave advance from my last payroll warrant. If any amount remains due after I have separated from the City of Mendota, I agree to pay the remaining balance back to the City of Mendota within 60 business days of my date of separation from employment. I understand that if I fail to repay the full balance of the sick leave accrual, the City of Mendota will commence litigation to recover the balance due.

Date: _____

Employee Signature: _____

Personnel Officer's Signature: _____
(or designee)

Full-Time Employee Leaves During COVID-19 Emergency Order

Full-Time Employee Situation	Leaves From March 16-31, 2020	Effective April 1, 2020 COVID-19 Leave Time	Effective April 1, 2020 after COVID-19 Leave Time is used	Effective April 1, 2020 Emergency Family Leave Act Pay
Employee is medically vulnerable and/or age 65+. They are unable to telework for all or part of their workday.	Paid Administrative Leave for hours telework is not available.	Up to 80 hours at regular rate not to exceed \$511/day and \$5,110 total. COVID-19 Leave Time may be used incrementally for hours telework is not available.	Employees who do not provide a doctor's note allowing them to return to work, may use their own sick, vacation, personal, or comp time. Once all leaves expended, may enter into a negative sick leave balance up to 80 hours total.	N/A
Employee is not working or reduced working hours due to closure or reduction of City services. They are unable to telework for all or part of their workday.	Paid Administrative Leave for hours telework is not available.	Up to 80 hours at regular rate not to exceed \$511/day and \$5,110 total. COVID-19 Leave Time may be used incrementally for hours telework is not available.	Employees may use their own sick, vacation, personal, or comp time. Once all leaves expended, may enter into a negative sick leave balance up to 80 hours total.	N/A
Employee is advised to self-quarantine, is sick with COVID-19 or is experiencing symptoms, and/or is awaiting diagnosis.	Employee may use their own sick, vacation, personal, or comp time.	Up to 80 hours at regular rate not to exceed \$511/day and \$5,110 total.	Employees may use their own sick, vacation, personal, or comp time. Once all leaves expended, may enter into a negative sick leave balance up to 80 hours total.	N/A
Employee is caring for an individual who is quarantined or isolated per a directive, who is sick with COVID-19, who is experiencing symptoms and is unable to telework for all or part of their workday.	Employee may use their own sick, vacation, personal, family compassion leave, or comp time.	Up to 80 hours at 2/3 regular pay not to exceed \$200/day and \$2,000 total. Can coordinate with other leaves to make up difference to reach full pay.	Employees may use their own sick, vacation, personal, comp time or family compassion. Once all leaves expended, may enter into a negative sick leave balance up to 80 hours total.	N/A
Employee is caring for a dependent child due to closure of school or childcare.	Employee may use their own vacation, personal or comp time.	Up to 80 hours at 2/3 regular pay not to exceed \$200/day and \$2,000 total. No coordination of benefits to make up the difference in pay.	See Emergency FMLA Column	Up to 10 weeks pay at 2/3 regular pay not to exceed \$200/day and \$10,000 total. No coordination of benefits to make up the difference in pay.

As Emergency Services Workers, all employees may be required to report to work whether in their usual capacity, or elsewhere in the City as needed. Whenever possible, employees should telework or alter their schedule to continue their duties. Employees on paid administrative leave are expected to be available by phone during regular working hours. The information in this chart is subject to change. See Emergency Order 2020-01 for full order and details.

Part-Time Employees Leaves During COVID-19 Emergency Order

Part-Time Employee Situation	Leave from March 16-31, 2020	Effective April 1, 2020 COVID-19 Leave Time	Effective April 1, 2020 after COVID-19 Leave Time is used	Effective April 1, 2020 Emergency Family Leave Act Pay
Employee is medically vulnerable and/or age 65+. They are unable to telework for all or part of their workday	Employee may use any accrued vacation or sick leave.	Eligible for two weeks pay. Time calculated as the average the employee would normally work in a two week period, or if their hours vary, it is the average over the past six months. Total hours not to exceed 80.	Employee may use their own sick or vacation time until expended.	N/A
Employee is not working or reduced working hours due to closure or reduction of City services. They are unable to telework for all or part of their workday	Employee may use any accrued vacation or sick leave.	Eligible for two weeks pay. Time calculated as the average the employee would normally work in a two week period, or if their hours vary, it is the average over the past six months. Total hours not to exceed 80.	Employee may use their own sick or vacation time until expended.	N/A
Employee is advised to self-quarantine, is sick with COVID-19 or is experiencing symptoms, and/or is awaiting diagnosis.	Employee may use any accrued vacation or sick leave.	Eligible for two weeks pay. Time calculated as the average the employee would normally work in a two week period, or if their hours vary, it is the average over the past six months. Total hours not to exceed 80.	Employee may use their own sick or vacation time until expended.	N/A
Employee is <u>caring for an individual</u> who is quarantined or isolated per a directive, who is sick with COVID-19, who is experiencing symptoms and is unable to telework for all or part of their workday.	Employee may use any accrued vacation or sick leave.	Two weeks hours as calculated above, not to exceed 80 hours, at 2/3 regular pay. The dollar amount of this leave not to exceed \$200/day and \$2,000 total.	Employee may use their own sick or vacation time until expended.	N/A
Employee is <u>caring for a dependent child</u> due to closure of school or childcare.	Employee may use their own vacation leave.	Two weeks hours as calculated above, not to exceed 80 hours, at 2/3 regular pay. The dollar amount of this leave not to exceed \$200/day and \$2,000 total.	See Emergency Family Leave Pay Column	Up to 10 weeks pay at 2/3 regular pay not to exceed \$200/day and \$10,000 total. Two weeks pay calculated same as COVID-19 leave time.

For COVID-19 Leave and Emergency FMLA time for part-time employees, eligible hours are either the average an employee would normally work in a two week period, or the average over the past 6-months. As Emergency Services Workers, all employees may be required to report to work whether in their usual capacity, or elsewhere in the City as needed. The information in this chart is subject to change. See Emergency Order 2020-01 for full order and details.