The following are Paid Sick Leave (PSL) laws and local ordinances that include provisions for collective bargaining agreement (CBA) waivers – this chart shows which UCON CBAs currently have waivers in place. State law has also been included here.

“CBA waiver” means that the waiver is contained within the CBA, while a Side Letter is a separate document. Please contact the UCON office if you need copies of any of the executed waivers.

**NORTHERN CALIFORNIA**

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<tbody>
<tr>
<td>California PSL – Healthy Workplace Healthy Family Act (Effective 7/1/15)</td>
<td>CBA Waiver (Section 43)</td>
<td>CBA Waiver (Section 11)</td>
<td>CBA Waiver (Attachment D)</td>
<td>Side Letter Waiver</td>
<td>CBA Waiver (Section 12.06.01)</td>
<td>CBA Waiver (Section VII-B)</td>
</tr>
<tr>
<td>San Francisco PSL (Effective 2/5/07)</td>
<td>CBA Waiver (Section 43)</td>
<td>CBA Waiver (Section 24-S)</td>
<td>CBA Waiver (Attachment D)</td>
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<td>CBA Waiver (Section 12.06.02)</td>
<td>CBA Waiver (Section VII-B)</td>
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<td>San Francisco Public Health Emergency Leave Ordinance (Effective 4/17/20-6/17/20*)</td>
<td>Covered under waivers in Section 43 – Confirmed with Union Letter</td>
<td>Covered under waivers in Section 11 – Confirmed with Union Letter</td>
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<td>San Jose COVID-19 PSL Ordinance (Effective 4/8/20-12/31/20)</td>
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<td>Oakland COVID-19 Emergency PSL Ordinance (Effective 5/12/20-12/31/20)</td>
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| **SFPHELO & SJPSL** provide coverage to eligible employees who do not otherwise have access to FFCRA benefits because their employer has less than 50 or greater than 500 employees. Read **this article** for a quick legal overview. **UCON’s position is that current CBA waivers extend to and cover SFPHELO & SJPSL. We’re working with our union partners to secure more specific waiver language, as needed.**

**Oakland PSL (Effective 3/2/15)**

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*Unless reenacted by the Board of Supervisors, or upon the termination of the Public Health Emergency, whichever occurs first. Rev. 05.28.2020*
**SOUTHERN CALIFORNIA**

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<tr>
<td>California PSL – Healthy Workplace Healthy Family Act (Effective 7/1/15)</td>
<td>CBA Waiver (Appendix N)</td>
<td>CBA Waiver (Article XX, 2004)</td>
<td>CBA Waiver (Section 11)</td>
<td>CBA Waiver (Appendix B)</td>
<td>CBA Waiver (Article XIX, Section L-1(c))</td>
</tr>
<tr>
<td>City of Los Angeles COVID-19 Supplemental PSL &amp; Mayor’s Amendment (Effective from date of signing through 12/31/20)</td>
<td>Side Letter Waiver</td>
<td>Covered by general waiver in Article XX, 2004 – Confirmed with Union Letter</td>
<td>Waived with Union Letter</td>
<td>Side Letter Waiver</td>
<td>Side Letter Waiver</td>
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**BERKELEY PSL** (Effective 10/1/17)

- CBA Waiver (Section 43)
- CBA Waiver (Section 11)
- CBA Waiver (Attachment D)
- Side Letter Waiver (Section 12.06.02)
- CBA Waiver (Supplemental Agreement No. 5)

**SIDE LETTER WAIVER**

- Covered by general waiver in Article XX, 2004 – Confirmed with Union Letter
- Waived with Union Letter
- Side Letter Waiver

**CBA WAIVER**

- By inference

**Other Current or Future PSL Ordinances with CBA Waiver Provisions (Northern California)**

- “To the fullest extent permitted by law, this waiver shall apply to any other federal, state, city, county, or other local ordinance requiring mandatory paid sick leave that is currently in effect or may be adopted during the term of this agreement.”
- “Provisions of this Section shall supersede any local, state or federal sick leave requirement…”
- “…this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Master Agreement.”
- “…to the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this agreement.”
- “…this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this agreement.”
- “…the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this agreement.”

**SOUTHERN CALIFORNIA**

- “Provisions of this Section shall supersede any local, state or federal sick leave requirement…”
- “…this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this Master Agreement.”
- “…to the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this agreement.”
- “…to the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this Master Agreement.”
- “…to the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this Master Agreement.”

**GENERAL WAIVER**

- By inference

**SIDE LETTER WAIVER**

- Covered by general waiver in Article XX, 2004 – Confirmed with Union Letter
- Waived with Union Letter
- Side Letter Waiver

**CBA WAIVER**

- By inference

**Other Current or Future PSL Ordinances with CBA Waiver Provisions (Northern California)**

- “To the fullest extent permitted by law, this waiver shall apply to any other federal, state, city, county, or other local ordinance requiring mandatory paid sick leave that is currently in effect or may be adopted during the term of this agreement.”
- “Provisions of this Section shall supersede any local, state or federal sick leave requirement…”
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- “…to the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this agreement.”
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**SOUTHERN CALIFORNIA**

- “Provisions of this Section shall supersede any local, state or federal sick leave requirement…”
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**GENERAL WAIVER**

- By inference

**SIDE LETTER WAIVER**

- Covered by general waiver in Article XX, 2004 – Confirmed with Union Letter
- Waived with Union Letter
- Side Letter Waiver

**CBA WAIVER**

- By inference
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<td>Side Letter Waiver</td>
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<td>Arguably covered by general waiver in Section 11</td>
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<td>No waiver in place – Active advocacy initiative with SCDCL</td>
<td>Side Letter Waiver</td>
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<td>City of Long Beach COVID-19 Supplemental Paid Sick Leave Ordinance (Effective upon signing by Mayor)</td>
<td>Side Letter Waiver</td>
<td>Arguably covered by general waiver in Section Article XX, 2004</td>
<td>Arguably covered by general waiver in Section 11</td>
<td>No waiver in place – Active advocacy initiative with SCDCL</td>
<td>Side Letter Waiver</td>
</tr>
<tr>
<td>Other Current or Future PSL Ordinances with CBA Waiver Provisions (Southern California)</td>
<td>No waiver in place</td>
<td>CBA Waiver (Article XX, 2004) “…to the fullest extent permitted, the Agreement shall operate to waive any provisions of any Federal, City, County, or other Local paid leave ordinance.”</td>
<td>“Provisions of this Section shall supersede any local, state or federal sick leave requirement…”</td>
<td>No waiver in place</td>
<td>CBA Waiver (Article XIX, Section L-1(c)) “…to the full extent permitted, this Agreement shall operate to waive any provisions of any City, County, or other Local paid leave ordinance.”</td>
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