

**Side Letter of Agreement
Between
City of Fresno
and
International Brotherhood of Electrical Workers, Local Union 100**

State Disability Insurance (SDI) MOU Provision

The City of Fresno and the International Brotherhood of Electrical Workers, Local 100 ("Local 100") have met and conferred, and have agreed to amend and replace Article VII. Section E. Subsection 5. in its entirety as follows:

E. LEAVES

5. State Disability Insurance (SDI):

- a. Employees who are in bargaining Unit 7, Non-Supervisory Groups and Crafts, represented by the International Brotherhood of Electrical Workers, Local 100 (IBEW) shall be enrolled in the State Disability Insurance (SDI) coverage plan.
- b. Employees shall file claims in the same manner as required under the SDI Plan.
- c. The City shall maintain SDI through employee payroll deductions to be funded by employee contributions.
- d. **All employees with an approved SDI/Paid Family Leave (PFL) claim must notify the City within fourteen (14) calendar days of receipt of approval and fill out a form made available by the City indicating whether or not the employee desires to integrate leave with the claim. Extension beyond fourteen (14) calendar days due to exigent circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis by the Director of Personnel Services or designee.**
- e. Employees who are absent from duty because of illness or injury as a result of non-work related injuries who are eligible to use accrued leave, shall be eligible to integrate the payment of SDI/PFL benefits with such City-paid leave benefits.
- f. Integrating leave balances is defined as the SDI/PFL benefit and the monetary value of the employee's leave balances added together to provide a regular bi-weekly net income.

- ~~(2) Integrating leave balances with SDI benefits will continue only if leave balances are available and the employee remains eligible to receive SDI benefits.~~
- ~~(3) The intent of the provision providing for integration of benefits is to provide a combined biweekly adjusted net income equivalent to 100% of regular net income gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions, as long as such eligible disability qualifies and available leave balances exist. Other employee authorized deductions shall continue to be deducted from the net pay. The net pay, including SDI benefits and net City pay, shall not exceed 100% of the regular pay. If SDI benefits equal or exceed 100% of the regular net pay, no City payment shall be made.~~
- g. ~~To be in paid status, an employee eligible for SDI benefits shall integrate thirteen (13) hours of Sick Leave per week that will be posted at the beginning of each work week. The employee shall use no more than thirteen (13) hours of Sick Leave per week. An employee who has elected to integrate leave balances with SDI/PFL benefits will be on paid status. Once an employee's Sick Leave bank is depleted, the employee has the option of requesting use of thirteen (13) hours from other accrued leave. Request of and approval of other accrued leave will be per City policy requiring management's approval. of use. and the amount of hours to be used and shall be posted at the beginning of each work week.~~

 - (1) **An employee who is integrating leave and has exhausted all other leave balances may apply for donated time in accordance with City policies. Use of donated time shall be in accordance with the provisions of this section.**
 - (2) If the employee chooses not to utilize at least thirteen (13) hours of **integrate** leave or has ~~none~~ **no available balances**, the employee will be in a Leave Without Pay (LWOP) status.

~~h. Initiating the integration of the above accrued leave balances with SDI benefits shall be subject to the following conditions:~~

- ~~(1) The employee contacts their department's payroll clerk to establish a date to begin use of leave. In the event that an employee is unable to notify the department, contact from the employee's spouse, parent, or other close family member will be sufficient.~~
- ~~(2) Upon contacting their department, the employee must immediately file a claim for SDI benefits with EDD.~~
- ~~(3) If the employee chooses not to contact their department as outlined in subsection (1) above, use of leave balances will not occur until the City receives notification of eligibility from EDD.~~
- ~~(4) If the City does not receive the appropriate notification from EDD prior to the end of the employee's disability status, the City shall modify the use of any leave balances to reflect appropriate use of leave in accordance with the MOU and City policies/procedures.~~

h. Employees who elect to integrate must provide Payroll with a copy of the Notice of Computation from the State of California Employment Development Department (EDD) within fourteen (14) calendar days of receipt, and are required to authorize EDD to share benefit computations with the City when filing the initial claim form(s). Extension beyond fourteen (14) calendar days due to exigent circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis by the Director of Personnel Services or designee.

- (1) An employee who has made a timely election to integrate leave with SDI/PFL benefits shall be paid a biweekly amount, using appropriate accumulated leave, which, when added to SDI/PFL benefits shall approximately equal the employee's net pay after taxes (excluding overtime).**
- (2) If an employee does not provide information on SDI/PFL benefits within fourteen (14) calendar days of receipt of**

the Notice of Computation, no integration will occur. Integration will not be provided for any period before the City receives notification of SDI/PFL benefits, including retroactively, and the employee provides signed notification that the employee wants to integrate.

- (3) If elected as described above, integration will end upon notification from the employee that SDI/PFL benefits have terminated, the employee exhausts all leave balances and/or donated time resulting in LWOP status, the employee's return to work, or the employee's separation from City employment; whichever comes first in time.**
- ~~a. When the employee's eligibility has been established, the City shall make leave payments to the employee in the usual manner in accordance with the MOU and City policies/procedures.~~
- (4) Any period of absence during which an employee is receiving SDI/PFL benefits but is not receiving leave payments shall be deemed a leave of absence without pay.
- (5). Service credits toward seniority, step increase eligibility, and probation periods shall be in accordance with the MOU and City policies/procedures.
- (6) If an employee exhausts all available leave balances but continues receiving SDI/PFL benefits, the City's compensation shall cease.
- i. The City shall continue contributions toward the employee's health and welfare benefits and retirement contributions in accordance with established laws and practices during the pay periods that include leave payments by the City. The employee shall be responsible for payment of premiums required to maintain health and welfare benefits when City contributions cease in accordance with established laws, policies and practices.
- j. In the event the City determines that legislative, administrative or judicial determinations cause changes which in any way restricts, reduces or prohibits any provision of this Agreement, the parties

shall immediately meet to discuss necessary amendments and/or modifications.

This Agreement shall be effective on the first pay period after Council approval until the implementation of a successor MOU. This subject will be addressed in the successor MOU.

FOR IBEW, LOCAL 100:

FOR THE CITY OF FRESNO:

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KENNETH G. PHILLIPS
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APPROVED AS TO FORM
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BY:

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