

**Side Letter of Agreement
Between
City of Fresno
and
Fresno City Employees Association**

State Disability Insurance (SDI) MOU Provision

The City of Fresno and the Fresno City Employees Association (FCEA), representing Unit 3, Non-Supervisory White Collar, have met and conferred, and have agreed to amend and replace Article VIII. Section X. in its entirety as follows

X. STATE DISABILITY INSURANCE (SDI)

1. Employees who are in bargaining Unit 3, Non-Supervisory White Collar represented by the Fresno City Employees Association (FCEA), shall be enrolled in the State Disability Insurance (SDI) coverage plan. ~~Enrollment shall occur as soon as is practicable through the filing of the City of Fresno's (City) Application for Elective Coverage with the State Employment Development Department (EDD). Within a minimum of six (6) months following submission and approval by the EDD director of the City's Application for Elective Coverage an employee shall be eligible to file a valid claim.~~

Employees eligible for SDI benefits are those who are defined by Section 2601, et seq. of California Unemployment Insurance Code.
(Click here to access the SDI website)

Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code Section 2655.

2. Employees shall file claims in the same manner as required under the SDI Plan.
3. The City shall maintain SDI through employee payroll deductions to be funded by employee contributions.
4. **All employees with an approved SDI/Paid Family Leave (PFL) claim must notify the City within fourteen (14) calendar days of their receipt of written notice of claim approval for SDI/PFL 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.** Employees who are absent from duty and are receiving SDI/PFL benefits who are eligible to use sick leave, vacation leave, holiday leave, or

~~Pay, including SDI benefits and bi-weekly pay, shall not exceed 100% of regular pay. If SDI benefits equal or exceed 100% of the regular pay, no City payment shall be made.~~

~~5. Eligible employees may use the following accrued City leave balances in conjunction with SDI benefits and in accordance with #6 below:~~

- ~~• Sick Leave~~
- ~~• Supplemental Sick Leave~~
- ~~• Vacation Leave~~
- ~~• Holiday Leave~~
- ~~• Compensatory Time Off (CTO)~~
- ~~• Donated time, when all other leave balances have been exhausted.~~

~~6 5. An employee eligible for SDI benefits who elects to integrate leave shall use thirteen (13) hours per week of their available leave balances. Once an employee's Sick Leave bank is depleted, the employee will use of available Supplemental Sick Leave at thirteen (13) hours per week, Vacation Leave, Holiday, or CTO, or donated time at thirteen (13) hours per week. Request of and approval of Vacation Leave, Holiday, or CTO will be per City policy. While integrating SDI/PFL benefits, employees will be considered to be in paid status for the purpose of leave accruals, holiday benefits, step increases, and health insurance coverage and any other employee benefits received as a result of being in paid status.~~

~~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** at thirteen (13) hours per week. Time for Permanent Part-Time employees shall be prorated in accordance with the employee's particular schedule.~~

~~If the employee chooses **does** not **act** to integrate benefits or exhausts their available leave balances, the employee will be in a Leave Without Pay (LWOP) status.~~

~~6. 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 leave without pay status, the employee's return to work, or the employee's separation from City employment; whichever comes first in time.~~

~~7. Initiating the integration of the above accrued leave balances with SDI benefits shall be subject to the following conditions:~~

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 the Fresno City
Employees Association:

For the City of Fresno:

TONY SILVA
Labor Representative

KENNETH G. PHILLIPS
Labor Relations Manager

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: Stephanie M. Snyder
for Assistant City Attorney