

# Articles Covering State Disability Insurance

From the Master Agreement between the  
State of California and SEIU Local 1000

## 9.17 State Disability Insurance (SDI)

- A. Beginning April 1, 2006, all employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:
1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.
  2. Effective July 1, 2006, the State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.
  3. Employees participating in the Rural Health Care Equity Program (article 9.4 and 9.4.21) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.
  4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances only for absences from work hours for reasons unrelated to the disability which rendered them eligible for SDI benefits.
  5. The parties agree to meet within ninety (90) days following ratification of the Contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.

6. This clause is subject to modification pursuant to Item #5.

a) SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.

b) An employee may elect to supplement their SDI benefit with leave integration up to forty (40) hours per month. However, the employee combined SDI benefit and use of leave credits cannot exceed their regular monthly net pay. Within one week of being disabled from work, the employee or his/her representative must contact their departmental personnel office to provide information on the following:

1) The date the disability/illness commenced;

2) The estimated duration of the disability;

3) A phone number where the employee can be reached;

4) The election of leave credits usage during the first week of disability;

5) The number of hours in a month to be charged to leave credits;

6) Whether or not the employee is planning to file for SDI;

7) The election to integrate leave credits with SDI benefits;

B. During the three (3) month period following ratification of this Contract by the SEIU Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the annual leave program.

C. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper integration of benefits and payment.