

PAY FOR FAMILY CARE AND BONDING
Side Letter Agreement

- A. The parties to this Side Letter Agreement are the University of California and (UNION) Inlandboatmen's Union of the Pacific, Maritime Division of the International Longshore and Warehouse Union.
- B. The terms of this Side Letter Agreement modify Article 14 - Leaves of Absence in the B6 bargaining unit.

C. GENERAL CONDITIONS

1. In order to support employees' need to take leave to care for their family members, the University offers eligible employees Pay for Family Care and Bonding (PFCB), which is a partial income replacement option for up to eight workweeks per calendar year that may be available to employees taking Family and Medical Leave (FML) as set forth below. Although Article 14 - Leaves of Absence states that FML is unpaid except for those situations where the Article authorizes and/or requires the use of specified paid leave accruals during FML, this Side Letter Agreement modifies the Article to give employees the option to be paid during FML using PFCB in accordance with the terms below.
2. In order to be eligible for PFCB, an employee must be on an approved block Family and Medical Leave (FML) taken for one of the qualifying reasons below, and the employee must be taking that leave in a block of a minimum of one workweek.
3. Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave. Section B in Article 14 - Leaves of Absence outlines the eligibility requirements for Family and Medical Leave. PFCB is not an option available during any other type of leave.
4. If an employee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave accruals or taking the leave without pay, the employee must continue to use PFCB until they either exhaust their full eight workweeks of PFCB for the calendar year or that qualifying FML block leave ends. If their leave ends before they have used the full eight workweeks of PFCB for the calendar year, the remainder is available to use

during a qualifying FML block leave later in the calendar year.

5. An employee may not use any paid leave accruals (e.g., vacation, sick leave, PTO, CTO, as applicable), while receiving PFCB.

D. PFCB PAY CALCULATION

1. The PFCB option provides pay calculated at one hundred (100%) of an employee's eligible earnings as defined below.
2. Eligible earnings include an employee's base salary payable through the University. Eligible earnings do not include (if applicable) bonuses, perquisites, overtime pay, out of classification pay, shift differentials, uniform allowances, certification pay, specialty pay, emergency response pay, charge differentials, on-call differentials, or any pay that is received in addition to that of the employee's regular appointment, and any other additional cash compensation received that is more than 100% of the base salary of the full-time equivalent of the employee's regular position.

E. PAY AND BENEFIT CONSIDERATIONS

- i. Accruals and Service Credit

Because an employee is paid 100 percent of eligible earnings when receiving PFCB, accruals and service credit are calculated as if the employee is on pay status for 100 percent of their normal hours.

- ii. Taxability and Deductions

PFCB is considered taxable wages. An employee's normal deductions are taken from PFCB.

- iii. Benefits

Health and welfare benefits deductions will be taken from PFCB in accordance with the employee's benefit elections. Receiving PFCB does not affect benefits status or eligibility. However, benefits regulations affecting return to pay status after a leave without pay will apply if an employee returns to pay status by receiving PFCB.

F. TERM of SIDE LETTER AGREEMENT

This side letter agreement shall remain in effect during the term of this collective bargaining agreement unless the parties mutually agree to modify its terms or delete it.

FOR THE UNIVERSITY

Jonathan Connolly

12/19/2022

Date

FOR THE UNION

John Spow
Regional Director

12-19-22

Date