



Side Letter of Agreement
Service Employees International Union, Local 1000
Union Proposal
Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, 21

Date: June 4, 2021

This Agreement is a Side Letter to the current Memorandum of Understanding (MOU) effective January 2, 2020 through June 30, 2023, between Service Employees International Union, Local 1000 (Union) and the State of California (State). It is the intent of the parties to maintain the spirit and the letter of the 2020-2023 MOU, except as modified herein.

This Agreement recognizes the commitment of the parties to persevere through the COVID-19 pandemic. With the dedication of its civil servants, the State of California is no longer experiencing unanticipated budget shortfalls.

The Union and the State agree and hereby do amend the prior Side Letter Agreement executed on June 19, 2020, as follows:

OPEB CONTRIBUTION

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution of 3.5% for prefunding other post-employment benefits, as described in Section 9.24 paragraph A, will resume and shall be withheld from employees' salaries beginning the first day of the pay period following ratification. The employer's monthly contribution for prefunding other post-employment benefits will continue as described in Section 9.24 paragraph A.

PERSONAL LEAVE PROGRAM (PLP) 2020

The parties intend that the Personal Leave Program 2020 (PLP 2020) shall end effective June 30, 2021. This will result in the elimination of the 9.23% reduction of employees' pay.

PLP 2020 accruals do not expire. Employees shall be permitted to use any unused PLP 2020 accruals in the same manner as Vacation/Annual Leave in Section 8.1, and Personal Necessity Leave in Sections 23.9.3 and 25.6.3.

CalHR will review leave cash out policies to determine how these policies may be implemented more equitably across all departments. This review will be completed by March 1, 2022. CalHR and SEIU Local 1000 will meet within sixty (60) days from the completion of this review.

Employees shall be allowed to opt into the Voluntary PLP (VPLP) from July 1, 2021 through August 1, 2021.

MINIMUM WAGE (PD 443)

Pay Differential (PD) 443 was implemented effective July 1, 2020, as the parties agreed the minimum salary in the salary range for all BU 1, 3, 4, 11, 14, 15, 17, 20, and 21 classifications shall be no less than \$15 per hour as a result of the implementation of PLP 2020. Effective on the first day of the pay period following ratification, BU 1, 3, 4, 11, 14, 15, 17, 20, and 21 classifications will no longer be eligible for this PD.

IMPROVING AFFORDABILITY AND ACCESS TO HEALTHCARE

- A. For the period from July 1, 2021, to June 30, 2022, inclusive, the provisions of 11.2 titled "Improving Affordability and Access to Healthcare" are suspended. For this time period, the following provisions apply:

1. All health benefit-eligible SEIU Local 1000 represented employees will receive a monthly payment of \$260 and will be ineligible for the Flex-Elect Benefit Plan cash option.
 2. The Flex-Elect Benefit Plan cash option shall be reinstated July 1, 2022. For those eligible, enrollment for the Flex-Elect Benefit Plan shall be open in Spring of 2022.
 3. This payment shall not be considered as “compensation” for purposes of retirement.
- B. Notwithstanding any other provision of this MOU, the State may implement changes to the provisions of 11.2 titled “Improving Affordability and Access to Healthcare” or this Side Letter when CalHR determines such changes are necessary in order to comply with state and federal law. CalHR’s interpretation of state and federal law may be based on administrative policies, regulations, or any other guidance interpreting such laws. The State shall meet and confer with the Union over the effects of any changes made pursuant to this section.

PAY INCREASES

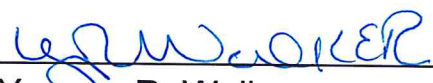
Effective the first day of the pay period following ratification, all bargaining unit 1, 3, 4, 11, 14, 15, 17, 20, and 21 employees shall receive a 4.55% salary increase. This salary increase includes 0.05% to account for the compounding of the two originally negotiated increases:

- Section 11.1 (A) (1) (GSI, 2.5%)
- Section 11.1 (A) (2) (GSI, 2.0%)

FEDERAL ESSENTIAL WORKER PREMIUM PAY

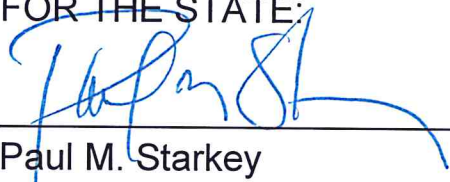
The parties agree that when federal and state guidelines are released regarding essential worker premium pay, the State will meet and confer with SEIU Local 1000.

FOR THE UNION:



Yvonne R. Walker
President, SEIU Local 1000

FOR THE STATE:



Paul M. Starkey
Deputy Director of
Labor Relations, CalHR