

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

Date: April 27, 2022

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.

Telework Stipend Program

A. Eligibility

Effective January 1, 2022, and payable after the first day of the pay period following ratification, employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered with an approved telework agreement shall receive \$50 per month.
2. Employees identified as Office Centered with an approved telework agreement shall receive \$25 per month.
3. Incidental telework does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.

B. Payment Process

1. This stipend shall be paid for each eligible pay period, payable the following pay period. The State shall endeavor to pay this stipend as part of the employee's regular pay warrant. The method of payment is not subject to Article 6 of the MOU.
2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.
6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.
7. No receipts shall be required for the payment of this stipend.
8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.

9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this Side Letter Agreement and the terms of the MOU.

C. Telework Modification or Termination

Employees' telework agreements shall not be permanently modified by the State without adequate prior notice. The State shall endeavor to provide at least 30 calendar days' notice, but no less than 15 calendar days' notice to employees when permanently terminating or permanently modifying a Telework Agreement. This advance notice is not required due to unforeseen operational need or by mutual agreement between the employee and management. Upon request, a copy of the termination or modification will be provided to SEIU Local 1000.

D. Telework Joint Labor Management Committee

1. Upon written request, the State and the Union shall meet no more than four (4) times per fiscal year. Upon mutual agreement the parties may meet more frequently to continue discussion under this section. The Union and State shall each select up to eight (8) representatives. Union representatives shall serve without loss of compensation. The State and Union will discuss cross-departmental issues related to the implementation and administration of the Statewide Telework Policy including, but not limited to, equipment, tools, service delivery, and employee cost. Any recommendations from the committee shall be submitted directly to the Deputy Director of Labor Relations.

2. Upon mutual agreement, Subject Matter Experts may be allowed to attend. Additional representatives may be permitted upon mutual agreement between the parties.

3. The Union and State will mutually develop an agenda prior to each meeting.

4. This provision is effective through June 30, 2023.

E. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.

F. The State agrees that in the event it grants greater stipend amounts to any other bargaining unit after this Side Letter Agreement is signed, those same amounts shall be provided to SEIU represented units. This provision shall sunset on June 30, 2022.

FOR THE UNION:



William Hall
Board Chair, SEIU Local 1000
April 28, 2022

FOR THE STATE:



Brian Lin Walsh
Labor Relations Officer, CalHR
April 28, 2022



Irene Green
VP of Bargaining, SEIU Local 1000
April __, 2022