

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

Tentative Agreement Date: June 28, 2025; 11:28pm

This Agreement is a Side Letter to the current Memorandum of Understanding (MOU) effective July 1, 2023, through June 30, 2026, between Service Employees International Union, Local 1000 (Union) and the State of California (State).

This Agreement responds to the budget shortfalls within the State of California's Budget. It is the intent of the parties to maintain the spirit and the letter of the 2023-2026 MOU, except as modified herein.

The Union and the State do hereby agree as follows:

SALARIES

Effective July 1, 2025, all SEIU Local 1000 represented employees shall receive a General Salary Increase (GSI) of 3% pursuant to Section 11.1 of the MOU.

Section 11.1 is modified as follows:

Effective July 1, 2026, all SEIU Local 1000 represented employees shall receive a General Salary Increase (GSI) of 3%, which will be immediately deferred until July 1, 2027.

OPEB CONTRIBUTION

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' and employer's monthly contribution of prefunding other post-employment benefits for the 2025-26 and 2026-27 fiscal years, as described in Section 9.24 paragraphs B and

C, is suspended and shall not be withheld from employees' salaries or contributed by the employer beginning the first day of the pay period following ratification by both parties of this Side Letter but no earlier than July 31, 2025, and ending on June 30, 2027.

PERSONAL LEAVE PROGRAM (PLP) 2025

Effective July 1, 2025 through June 30, 2027, SEIU Local 1000 represented employees shall participate in the Personal Leave Program 2025 (PLP 2025) for 5 hours per month in the manner outlined below.

- A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 3%.
- B. Each full-time employee shall be credited with five (5) hours of PLP 2025 on the first day of each pay period for the duration of the PLP 2025 program. The accrual rates for Bargaining Unit 3 employees working an academic year shall be pursuant to the chart in Section V below.
- C. Salary rates and salary ranges shall remain unchanged.
- D. Employees will be given maximum discretion to use PLP 2025 subject to severe operational considerations. However, whenever feasible, PLP 2025 should be used in the pay period it was earned.
- E. PLP 2025 must be used before any other leave except for sick leave and Professional Development Days. Employees may elect to use PLP in lieu of approved sick leave.
- F. PLP 2025 shall be requested and used by the employee in the same manner as vacation/annual leave in Section 8.1.
- G. When an employee has requested to use PLP 2025, and the request is denied on two separate, consecutive occasions, the employee's third request for PLP 2025 shall be approved subject to severe operational considerations that make granting the request a health or safety risk.

- H. PLP 2025 accruals do not expire.
- I. PLP 2025 may be cashed out upon separation from state service.
- J. PLP 2025 will be considered eligible leave as described in 19.2 and 19.2.17, regarding time worked for mandated overtime.
- K. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits the employee would have received had the PLP 2025 not occurred.
- L. PLP 2025 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2025 does not affect other leave accumulations, nor count as service towards a merit salary adjustment.
- M. PLP 2025 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death nor disability benefits to supplement those benefits with paid leave.
- N. The PLP 2025 reductions shall not affect transfer determinations between state civil service classifications.
- O. Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis pursuant to the chart below.

Time Base	PLP 2025 Hours
9/10	4.50
7/8	4.38
4/5	4.00
3/4	3.75
7/10	3.50
5/8	3.13
3/5	3.00

1/2	2.50
2/5	2.00
3/8	1.88
3/10	1.50
1/4	1.25
1/5	1.00
1/8	0.63
1/10	0.50

- P. PLP 2025 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section U below.
- Q. PLP 2025 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- R. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from the PLP 2025 for that month.
- S. Seasonal and temporary employees are not subject to PLP 2025.
- T. Employees, excluding Permanent Intermittents, not eligible for healthcare are not subject to PLP 2025.
- U. All Permanent Intermittent and Special School employees who are subject to the State Special Schools 10-month compensation agreement shall be subject to the pro-ration of salary and PLP 2025 credits pursuant to the chart below:

Hours Worked During Credit Pay Period	PLP 2025 Hours
0-10.9	0.50
11-30.9	0.63
31-50.9	1.25
51-70.9	1.88
71-90.9	2.50
91-110.9	3.13

111-130.9	3.75
131-150.9	4.38
151 or over	5.00

V. Bargaining Unit 3 employees who work academic calendars will accrue PLP 2025 on a pro-rated basis, as follows:

Days Per Academic Year	FT
176	3.75
184	3.75
194	3.75
204	4.38
209	4.38
220	4.38

- W. Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2025 shall be at the discretion of the employee. If the employee elects to alter their participation in VPLP, they shall be allowed to opt out or change at any time during the PLP 2025 program.
- X. SEIU agrees not to support litigation challenging the 2025 PLP program.
- Y. Effective July 1, 2025, no SEIU Local 1000 represented employee shall make less than minimum wage as a result of the implementation of PLP 2025.
- Z. The 640-hour leave cap shall be increased to 760 hours until June 30, 2027.

RETURN TO OFFICE

The State and the Union agree the State's return to office requirements, as noticed under Executive Order N-22-25 for employees in bargaining units 1, 3, 4, 11, 14, 15, 17, 20, and 21, excluding California Highway Patrol, will

be suspended until July 1, 2026. Nothing in this Side Letter prohibits a department from modifying employees' telework agreements as long as departments comply with the requirements of the MOU, except for ninety (90) days following the ratification of this Side Letter, departments will not initiate any changes to telework policies.

Departmental return to office notices and updated policies tied to Executive Order N-22-25 issued on or after March 3, 2025 are hereby rescinded without further action. Any telework agreements for SEIU Local 1000 employees that were altered to comply with Executive Order N-22-25 will revert to their status as of March 2, 2025.

No earlier than March 1, 2026, the State and Union will meet and confer on the reinstitution of the return to office requirement as specified in Executive Order N-22-25 or any successor order.

If the July 1, 2026 reinstitution date is extended for any reason, or as a result of a fully ratified labor agreement, during the term of this Side Letter, the parties agree to meet and confer over that extension applying to SEIU Local 1000 employees.

The Union shall withdraw with prejudice any and all unfair practice charges, grievances, administrative complaints, or any other claims of any kind, filed against the State of California and any of its agencies, departments, officers, agents, or employees, arising out of or relating to in any way, the State's implementation or enforcement of any telework policies or return to office mandates, including but not limited to, Executive Order N-22-25, and any other associated policies or directives.

NO FURTHER REDUCTIONS

The remainder of the SEIU Local 1000 MOU, including economic terms of the agreement not specifically related to the items contained within this Side Letter, shall continue in full force and effect. The State shall not implement a Furlough Program or additional Personal Leave Program (PLP) while SEIU Local 1000 represented employees are subject to the PLP 2025 outlined above.

EFFECT ON NEGOTIATIONS OF SUCCESSOR MOU

This Side Letter does not preclude bargaining of the parties' successor MOU to the current MOU that expires on June 30, 2026, including but not limited to the employees' and employer's OPEB contribution or any other matters.

DISPUTE RESOLUTION PROCESS

This Side Letter shall be subject to the grievance and arbitration process outlined in the MOU.

FOR THE STATE:

FOR THE UNION:

Brian E. Lin Walsh

Principal Labor Relations Officer

Brian E. Lin Walsh

Labor Relations, CalHR

Susan Rodriguez

Chief Negotiator

SEIU Local 1000