Side Letter between
Service Employees International Union, Local 1000 (SEIU 1000)
And
State of California
Date: April 14, 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).

This Agreement is necessitated by Family Code section 297.5, subdivision (a).

In recognition of the above, the Union and the State do hereby agree as follows:

1. The parties agree that the amount of paid leave under this contract for bereavement leave related to the death of an immediate family of an employee’s spouse shall be the same for the immediate family of a registered domestic partner.

2. It is the intent of the parties to maintain the spirit and the letter of the 2020-2023 MOU.

3. This side letter is effective immediately upon ratification by the parties.

4. 8.3 Bereavement Leave is modified as below:

**8.3 Bereavement Leave**

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of the employee’s parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or death of any person residing in the household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to the employee’s immediate supervisor as soon as possible and shall, if requested by the employee’s supervisor, provide substantiation to support the request upon the employee’s return to work.
B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of the employee's aunt, uncle, niece, or nephew, or immediate family members of domestic partners as defined in paragraph A above. Such bereavement leave shall be authorized for up to three (3) eight hour days (24 hours) in a fiscal year. The employee shall give notice to the employee's immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

C. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from the employee's home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.

D. Employees may utilize the employee's annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2. Any such request shall not be arbitrarily or unreasonably denied.

E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base (See schedule in Article 7.1 (L)).

William Hall,
Board Chair
SEIU Local 1000

Irene Green,
VP of Bargaining
SEIU Local 1000