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VIA EMAIL & U.S. MAIL
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February 21, 2023

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
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IRENE GREEN
Vice President for Bargaining

Paul Starkey, Deputy Director
Labor Relations
California Department of Human Resources
1515 S Street, North Bldg., Ste. 500
Sacramento, CA 95811

Re: Cease and Desist – Violations of Telework Stipend Rights

Dear Paul:

I am writing on behalf of Local 1000 to oppose the proposed action to use the State's budget machinery to eliminate the recently bargained telework stipend. As the exclusive representative for approximately 95,000 employees at the State of California, tens of thousands of whom benefit from this stipend, Local 1000 cannot condone the repudiation of this reimbursement. Consequently, our Union is faced with no alternative but to demand that the State cease and desist any further action – either in bargaining or budgetary – which promotes the elimination of this stipend.

Our contract was approved just a few months ago – when Governor Newsom signed the bill (SB148) in September 2023 funding our compensation and benefits for the next three years. Barely three months later, the State has renounced this important MOU provision. The MOU between the State and Local 1000, was negotiated and approved to be in effect from July 1, 2023, to June 30, 2026. This is the parties' current negotiated agreement. It includes the telework stipend (Art. 21.xx) and 24.1(a) – the entire agreement clause – which states “Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.” Local 1000 demands that its rights under 21.xx and 24.1(a) be honored and respected. Together, these confirm the State's clear and specific waiver of changes to the contract terms. Any detraction from this clear principle amounts to repudiation of this important provision.

The California Supreme Court has weighed in on the act of repudiation of a labor agreement, finding such acts to be repugnant to collective bargaining laws:

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Why negotiate an agreement if either party can disregard its provisions? What point would there be in reducing it to writing, if the terms of the contract were of no legal consequence? Why submit the agreement to the governing body for determination if its approval were without significance? What integrity would be left in government if government itself could attack the integrity of its own agreement? The procedure established by the act would be meaningless if the end-product, a labor-management agreement ratified by the governing body of the agency, were a document that was itself meaningless.

The Legislature designed the act, moreover, for the purpose of resolving labor disputes. (See Gov. Code, § 3500.) But a statute which encouraged the negotiation of agreements, yet permitted the parties to retract their concessions and repudiate their promises whenever they choose, would impede effective bargaining. Any concession by a party from a previously held position would be disastrous to that party if the mutual agreement thereby achieved could be repudiated by the opposing party. Successful bargaining rests upon the sanctity and legal viability of the given word. *GLENDALE CITY EMPLOYEES' ASSN. v. City of Glendale*, 15 Cal.3d 328, 336 (1975)

Local 1000 stands resolute in upholding the terms of our MOU. The State clearly and specifically waived renegotiation of the telework stipend for the duration of the MOU. In the face of actions by the State of California, through CalHR, in violating the Dills Act (Government Code §§ 3519(a), (b), and (c)) by engaging in unfair conduct that interferes with employee rights, CalHR denies Local 1000 its guaranteed rights under the Dills Act, and attempts to alter the terms of an existing MOU by eliminating a contract term using the State's budget machinery. The State's attempt to repudiate these agreed-upon terms, merely months after the MOU's approval, is a clear violation of the bargaining process, the MOU, and Local 1000's rights under the Dills Act.

Thank you for your prompt attention to this matter. We demand the retraction of this proposal.

Very truly yours,



ANNE M. GIESE
Chief Counsel
SEIU Local 1000

AMG:mw

cc: William (Bill) Hall, Chair
Irene Green, Vice President of Bargaining