



T O W N O F
S A N A N S E L M O

**TENTATIVE SIDE LETTER AGREEMENT BETWEEN THE TOWN OF
SAN ANSELMO AND SEIU, LOCAL 1021 RE: REDUCTION-IN-PAY
AND EMPLOYEE FURLOUGH DAYS FOR
FISCAL YEAR 2020 - 2021**

DATE: September 1, 2020

TIME: 3:00 PM

- In lieu of starting on July 1, 2020, the Town will implement a 4.5% reduction-in-pay to base pay for all represented employees, beginning on the first day of the pay period which coincides with September 1, 2020, and such reduction will continue through the pay period which coincides with June 30, 2021.

In exchange for a 4.5% reduction-in-pay, the Town will provide full-time employees with the equivalent of 10 workdays in a furlough hours bank (prorated for part-time employees for use starting on September 1, 2020).

Furlough hours, when taken by the employee, will be treated as time in paid status for purposes of leave accruals, healthcare benefits, service credit, and any other benefit that is based on hours worked. Furlough time must be used before June 30, 2021. Any furlough time not used by June 30, 2021 will be forfeit. It is the intention of the parties to have all furlough hours used by June 30, 2021.

The use and scheduling of furlough time is subject to prior approval of the Department Head (or designee) and is to be determined in each case by the Department Head (or designee) with due regard to the needs of the Town and wishes of the employee.

The Library Department and the Townhall Worksite will implement five (5) closure days in Fiscal Year 2020/2021 for employees to use furlough time with the following mandatory furlough days/closure schedule for calendar year 2020*:

Tuesday afternoon, December 22
Wednesday, December 23
Monday, December 28

Tuesday, December 29
Wednesday, December 30
Tuesday morning, December 31

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(Continued)

Note: Employees will also receive the following paid holidays: December 24, 25, afternoon on December 31, and January 1.

** In the event of any unforeseeable emergencies or other Town operational needs, the Town may revise or cancel the above mandatory furlough schedule and will meet with SEIU to discuss alternative dates.*

- For FY20/21, employees shall not be able to convert any sick leave to vacation accrual or otherwise “cash out” sick leave in pay or equivalent cash to the Deferred Compensation Plan pursuant to Section 15(j) of the current Memorandum of Understanding effective July 1, 2018 through June 30, 2021 (“MOU”).
- For FY20/21, the Town agrees not to reopen the provision related to CalPERS cost increase mandates as provided for under Section 2(a) of the MOU.
- As part of the Town’s efforts to achieve budgetary savings for FY20/21, it intends to freeze all vacant positions for FY20/21 (“hiring freeze”).
- In recognition of the parties’ collaboration in achieving a 4.5% reduction-in-pay, it is the Town’s intention to not exercise layoffs of the SEIU bargaining unit staff in FY20/21 based on the current state of the budget. In the event the Town identifies a need for layoff, the Town will notify SEIU and provide the union with an opportunity to discuss the impacts prior to implementation of any layoffs.
- Town will meet with SEIU on a quarterly basis to review quarterly revenue and expenditures, to evaluate trends and to continue the parties’ collaboration in addressing the Town’s fiscal challenges for FY20/21. Should the budget for FY20/21 drastically improves, the parties may discuss the ability of the Town to end the furlough program early for FY20/21.
- If the Town ends the furlough agreement for management and confidential employees in FY20/21, this furlough agreement for SEIU will be automatically ended. With the understanding that SEIU has agreed to this 4.5% furlough agreement, no salary increases for the management bargaining unit will take place in Fiscal Year 2020/2021 unless negotiated prior to this agreement.

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In addition, the parties also agree that to the extent there is any meet-and-confer obligations to any of the foregoing, that they have fulfilled their mutual obligations in accordance with California Government Code Section 3500, *et seq.*

Tentatively agreed to on this 1st day of September, 2020, by the parties' authorized representatives, subject to SEIU membership approval and Town Council's ratification, with the understanding that once SEIU membership approves this Tentative Agreement, the first reduction-in-pay will reflect on employees' paycheck for the pay period beginning on September 1 through 15, 2020.

For the Town

For the Union


_____ 09/01/2020

Christopher Boucher Date
Labor & Employment Counsel

Joel Evans-Fudem

_____ 09/01/2020

Joel Evans-Fudem Date
Field Representative