



City of Woodland

MEMORANDUM

DATE: May 18, 2021
TO: Sergeant Dallas Hyde, Woodland Police Supervisors' Association
FROM: Ken Hiatt, City Manager
SUBJECT: Amended and Restated Side Letter of Agreement- Furloughs

This side letter of agreement services to memorialize the agreement, post labor negotiations, between the City of Woodland (City) and the Woodland Police Supervisors' Association (WPSA). Due to better than expected revenues in the General Fund for fiscal year 2020/21, the City wishes to restore the concessions agreed to by the WPSA in the Side Letter of Agreement dated July 1, 2020.

The following modifications shall be made to the Memorandum of Understanding between the City and the WPSA, adopted via Resolution 6886, covering the period from July 1, 2017 to June 30, 2021, including the Side Letters of Agreement.

1. **Section 2.1.2 Furloughs** is amended and restated as follows:

Employees agreed to an unpaid furlough of eighty four (84) hours (4% of base salary) in fiscal year 2020/21. Hours were deducted in an equal amount from each monthly paycheck, and 84 furlough hours were placed in a leave bank on July 1, 2020. Because General Fund sales tax revenues (not including special district sales tax measures) are projected to exceed \$14.0 million for fiscal year 2020/21, the monthly furlough deduction ceased after December 31, 2020, and furlough leave banks were reduced to forty-two (42) hours.

On or before May 31, 2021, employees will be required to select from the following alternatives:

- Employee may have the value of the hours remaining in the employee's furlough leave bank refunded at the current base rate of pay; or
- Employee may have the value of all actual furlough amounts deducted from July 1, 2020 through December 31, 2020 refunded, and furlough leave balances will be reduced to zero. In the event an employee does not have 42 hours remaining in their furlough leave bank, the difference in hours will be reduced from the employee's vacation leave bank; or
- Employees may opt to keep hours remaining in the furlough leave bank and use the hours by June 30, 2021. Any furlough leave bank hours not used by June 30, 2021 will be lost without compensation to the employee.

If an employee does not select an option prior to May 31, 2021, then the employee will have the value of the hours remaining in the employee's furlough leave bank refunded at the current base rate of pay by June 30, 2021.

If an employee has used all furlough leave hours and does not have sufficient vacation balances to restore the furlough bank to 42 hours, no reimbursement of previous deductions and no adjustment to leave balances will be made.

2. **Section 6.5.1 Sick Leave Accumulation** is amended and restated as follows:
 - 6.5.1.1 In recognition of the offset of the one percent (1%) cost of living salary adjustment that was scheduled for July 1, 2020, employees earned an additional two (2) hours per month in sick leave for fiscal year 2020/21. Because the offset to the cost of living salary adjustment is being reimbursed, all additional sick leave hours earned under this provision will be removed from employee sick leave balances.

3. **Section 7.4 Vacation Accumulation** is modified to delete the following added text:
 - ~~For the term of the contract, maximum vacation accumulation will be increased by 84 hours in recognition of the additional furlough leave bank. Maximum vacation accumulation will revert to the previous limits excess hours may not be carried past January 1, 2023.~~

4. **Section 10.1 PERS Retirement** is amended and restated as follows:
 - 10.1.4.1.5 Effective July 1 2020 through April 30, 2021, employees contributed an additional one percent (1%) of pensionable compensation to offset the employee's share of normal costs for retirement benefits with CalPERS. On or before May 31, 2021, the value of actual additional contributions to CalPERS during the period of July 1, 2020 through April 30, 2021 will be refunded to employees.

Resolution 6886, adopting the MOU between the City and the WPSA is hereby modified as reflected in the sections listed above. All other provisions of the MOU remain unchanged, unless the parties mutually agree to reopen negotiations.

AGREED TO THIS DATE: 5/19/21

FOR THE CITY OF WOODLAND

FOR the Woodland Police Supervisors'
Association


Ken Hiatt
City Manager


Dallas Hyde
Woodland Police Supervisors' Association