

Side Letter Agreement Between the Exploratorium and SEIU Local 1021

This Side Letter Agreement (“Agreement”) is entered into between the Exploratorium (“Employer” or “Exploratorium”) and SEIU Local 1021 (“Union”) (collectively, “Parties”).

RECITALS

- A. The Union and the Employer are parties to a Collective Bargaining Agreement (“CBA”) with an effective date of July 1, 2017 through June 30, 2021. On or about May 28, 2021, the Parties agreed to enter into a successor CBA, with a term of July 1, 2021 through June 30, 2022 (See Exhibit B).
- B. Last year, in light of the COVID-19 pandemic, the Parties agreed to amend the current 2017-21 CBA by means of a side letter (Side Letter #1; Exhibit C) dated July 1, 2020. This Side Letter, *inter alia*, delayed cost-of-living increases (“COLAs”) and step increases provided for under the Parties’ 2017-21 CBA until June 30, 2021; temporarily suspended the Exploratorium’s employer retirement contributions on behalf of bargaining-unit employees; and provided options for bargaining-unit employees affected by layoffs.
- C. On April 27, 2021, in accordance with Article 6, Section 2 of the 2017-21 CBA, the Exploratorium notified the Union of a subsequent round of proposed layoffs to be effective May 28, 2021.
- D. The Parties subsequently met and conferred in good faith over the 2021 layoff decisions and their effects, exchanged proposals, and arrived at an agreement with respect to the bargaining unit members affected by the layoffs. The instant Side Letter Agreement Between the Exploratorium and the Union (“Agreement”) is the result of the specific, unique circumstances surrounding the Agreement’s negotiation.

TERMS

- 1. The terms of this Agreement apply only to those bargaining-unit employees who received notices of layoff or involuntary reductions in time on or about April 28, 2021 (“Affected Employees”). A list of Affected Employees is attached as Exhibit A.
- 2. The Exploratorium will delay the layoff of Ron Hipschman (“Hipschman”) to December 31, 2021. Until that date, Hipschman will work at 53 percent FTE to effect a smooth transition of his responsibilities and transfer of knowledge. Hipschman will have a workspace for as long as he is performing work for the Exploratorium. Upon separation, Hipschman will receive severance pay in the amount of eighteen (18) weeks’ salary, as reflected (among other terms) in Hipschman’s Separation Agreement and Release.
- 3. The Exploratorium will delay the layoff of Kate O’Donnell (“O’Donnell”) to December 31, 2021. Until that date, O’Donnell will work in an on-call capacity to complete the Buried History Project. The Parties agree that if O’Donnell’s hours exceed the threshold set forth in Article 1, Section 3(f) of the CBA, that section shall be waived with respect to O’Donnell. Upon separation, O’Donnell will receive severance pay in the amount of

- twelve (12) weeks' salary, as reflected (among other terms) in O'Donnell's Separation Agreement and Release.
4. The Exploratorium will meet and confer with Rosario Sotelo and her chosen Union representative within fourteen (14) days of the execution of this Agreement regarding her work schedule.
 5. Zeke Cullen was considered an internal candidate for any job he applied to before May 28, 2021 and was hired into an Exploratorium position on [date.] He will receive severance pay in the amount of six weeks' salary, as reflected (among other terms) in Cullen's Separation Agreement and Release.
 6. Paul Dancstep will receive severance pay in the amount of twelve (12) weeks' salary, as reflected (among other terms) in Dancstep's Separation Agreement and Release.
 7. The Exploratorium will apply the COLAs deferred under Section 2 of Side Letter #1 before calculating severance payments for Affected Employees.
 8. To mitigate the effects of Section 1 of Side Letter #1 on Affected Employees, each Affected Employee listed under "Full Layoff" in Exhibit A shall receive five (5) percent of their salary from July 1, 2020 through May 28, 2021
 9. The Exploratorium will provide outplacement services with a vendor of its choice to Affected Employees for the following periods:
 - a. For Affected Employees with 5-25 years of service, three months from the employee's initiation of services;
 - b. For Affected Employees with more than 25 years of service, six months from the initiation of services
 10. In recognition of their years of service to the Exploratorium, Deborah Bainum and Andy Black will receive severance in the amount of twenty-four (24) weeks of salary calculated based on a base wage that includes the COLAs deferred under Section 2 of Side Letter #1 as outlined in term #6 in this agreement and as reflected (among other terms) in these Affected Employees' respective Separation Agreement and Releases.
 11. As an essential term of this Agreement, the Parties acknowledge and agree that this Agreement is non-precedent setting and is not intended to amend any term of the 2017-21 CBA or 2021-22 successor CBA, and that the Agreement's terms are unique to the specific circumstances of the negotiations that led to its creation and execution. Neither party shall use this Agreement in any subsequent negotiations.
 12. As a condition of receiving the benefits provided for in this Agreement, each Affected Employee will execute a Separation Agreement and Release in the form provided by the Exploratorium on June 30. Except as otherwise stated herein, severance shall be paid in accordance with the provisions of Article 6, section 2 of the 2017-21 CBA. No provision

in this Agreement shall supersede the terms of the Affected Employees' respective Separation Agreement and Releases.

- 13. As an essential term of this Agreement, the Exploratorium will continue to comply with Article 5, section 5 of the 2017-21 CBA – Subcontracting.
- 14. As defined by the Exploratorium's definition of "emeritus," Affected Employees with 25 years or more of service will be permitted to retain their Exploratorium email addresses.

EXPLORATORIUM

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1021**

By: *Anne Jennings*
(signature)

By: *XiuMin Li*
DocuSigned by:
E3EF91C6071047E...
(signature)

Anne Jennings
(Print Name)

XiuMin Li
(Print Name)

Date: 7/1/21

Date: 7/1/2021

EXHIBIT A

Full Layoffs

Paul Dancstep
Ron Hipschman
Andy Black
Zeke Cullen
Deb Bainum
Kate O'Donnell

Hour Reduction

Rosario Sotelo

AGREEMENT

The Exploratorium and the Service Employees International Union, Local 1021 (“SEIU”) agree as follows:

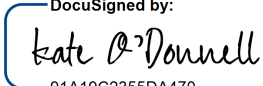
RECITALS

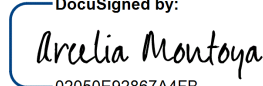
- A. The Exploratorium and SEIU are parties to a collective bargaining agreement (“CBA”) effective July 1, 2017 through June 30, 2021. (See Exhibit 1 hereto.)
- B. The parties agreed to amend the current CBA by means of a Side Letter dated July 1, 2020, which, *inter alia*, delayed cost-of-living increases and step increases until June 30, 2021, temporarily suspended employer retirement contributions, and provided options for employees affected by layoffs. (See Exhibit 2 hereto.)
- C. In light of the ongoing pandemic and continued closure of the Exploratorium to the public, the parties agree that it is in their mutual interests to enter into a one-year successor CBA.

TERMS

1. The successor CBA will have a term effective from July 1, 2021 through June 30, 2022.
2. All of the terms in the current CBA (Exhibit 1 hereto) shall be in full force and effect during the term of the successor CBA, from July 1, 2021 through June 30, 2022.
3. This Agreement shall not affect or further delay the restoration of cost-of-living increases, step increases, and retirement contributions as set forth in the Side Letter.
4. The Parties further agree that the Exploratorium will increase the Step Wage Schedules for all classifications by 1.5% on July 1, 2021 and by an additional 1.5% on January 1, 2022. Any additional wage increases negotiated by the parties in any successor CBA will not be retroactive unless the parties enter into the successor CBA after June 30, 2022, in which case the parties may agree to wage increases retroactive to no earlier than July 1, 2022.
5. Nothing in this Agreement shall require the parties to agree on any particular wage rates or increases, nor do the Parties intend by this Agreement to waive any of their legal rights with respect to the negotiation of any future successor CBAs.

SEIU LOCAL 1021

By:  91A19C2355DA470... Date: 5/27/2021
Kate O'Donnell
Chapter President

By:  02050E92867A4EB... Date: 5/17/2021
Arcelia Montoya
Field Representative

THE EXPLORATORIUM

By: Anne Jennings Date: May 17, 2021
Anne Jennings
Director of Organizational Development

Side Letter Agreement Between the Exploratorium and SEIU 1021

This Side Letter Agreement (“Agreement”) is entered into between the Exploratorium (“Employer” or “Exploratorium”) and SEIU 1021 (“Union”) (collectively, “Parties”).

RECITALS

- A. The Union and the Employer are parties to a Collective Bargaining Agreement (“CBA”) with an effective date of July 1, 2017 through June 30, 2021.
- B. Although the CBA was closed, the Union agreed to engage in, and the Parties did engage in, good faith negotiations for the purpose of mitigating the effects of the COVID-19-related financial crisis, addressing issues related to the layoffs noticed on May 15, 2020 and minimizing the need for future layoffs.
- C. The Parties recognize that the extended closure of the museum and the continuing effects of the public health crisis have had, and will likely continue to have, severe negative impacts on the Exploratorium’s revenues.
- D. The Exploratorium anticipates that, barring further **extraordinary** impacts of the COVID-19-related financial crisis, the concessions set forth in this Agreement are projected to allow the Exploratorium to avoid further layoffs, with the exception of any layoffs and/or reductions in hours related to the loss of state funding for its K-12 Education Program, for Fiscal Year 2021.

Therefore, the Parties agree to amend the CBA as follows:

TERMS

1. **Suspension of Employer Retirement Contributions.** The Exploratorium will temporarily cease contributions to the retirement plan as set forth in Article 9, Section 8.b. during Fiscal Year 2021.
2. **Wage Freeze.** All wage rates and salaries currently in effect will be frozen at their current levels. The Cost of Living Adjustments (“COLAs”) and step increases set forth in the CBA shall be delayed until June 30, 2021, at which time they shall be restored.
3. **Layoff Options.** Employees who received a notice of layoff in May 2020 may choose one of the following options:
 - a. Accept the layoff as noticed and severance as outlined in the MOU, and to receive the value of COBRA benefits through December 31, 2020, as determined by the Employer, to be paid in a lump sum; OR
 - b. Delay the effective date of the layoff to December 31, 2020 (“Delayed Layoff”), under the following conditions:
 - i. Employees electing Delayed Layoff shall be on minimum hours status (1.5 hours per week) through December 31, 2020

and shall continue to receive existing health benefits during that period.

- ii. Employees electing Delayed Layoff must accept partial severance for an involuntary reduction in time as set forth in Article 6, Section 3 of the CBA in June 2020, and may not elect to defer severance to the Delayed Layoff date.
- iii. From January 1, 2021 through June 30, 2021, employees who have elected Delayed Layoff may elect to be included in the on-call pool for their current classification.
- iv. The Union acknowledges and agrees that the Employer has met its obligation to meet and confer over the Delayed Layoffs.

4. Extension of Recall Period. Employees laid off between May 1 and December 31, 2020 shall have recall rights as set forth in Article 5 of the CBA extended through June 30, 2022. The Parties agree that the “Extension of Recall Period” shall remain in effect through June 30, 2022 regardless of subsequent negotiations for a successor CBA.

5. Side Letter Reopener. To the extent the Exploratorium receives additional federal, state or local funding pursuant to a program (such as the Paycheck Protection Program) or other extraordinary funding designed to mitigate COVID-19 related payroll reductions, the employer shall meet and confer with the union over the use of such funds to terminate the concessions earlier than the date set forth in this agreement.

6. Miscellaneous.

- a. The Parties acknowledge and agree that this Agreement is entered into in recognition of the extraordinary conditions related to the COVID-19 pandemic. The terms of this Agreement are non-precedential and shall not be relied upon by either party in any subsequent negotiation.
- b. This Agreement may be modified only in writing by the Parties and by mutual agreement.
- c. All other terms and conditions of the CBA shall remain in full force and effect. To the extent this Agreement conflicts with the CBA, the terms of this Agreement shall be deemed controlling.
- d. The Parties shall continue discussion of Field Trip Explainers benefits as a separate issue from this Side Letter Agreement.**
- e. This Agreement represents the full and complete agreement of the Parties.
- f. This Agreement expires on June 30, 2021.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as dated below.

For SEIU 1021

For the Exploratorium

DocuSigned by:

DocuSigned by:

Kate O'Donnell

Gina Roccanova

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Kate O'Donnell

Gina Roccanova

7/7/2020

7/8/2020

Date: _____

Date: _____

DocuSigned by:

Andrew Ignacio
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Andrew Ignacio

7/6/2020

Date: _____

DocuSigned by:

Debra Bainum
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Debra Bainum

7/6/2020

Date: _____

DocuSigned by:

Jennifer Hunt
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Jennifer Hunt

7/3/2020

Date: _____

DocuSigned by:

Jen Melcon
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Jen Melcon

7/5/2020

Date: _____

DocuSigned by:

Samuel Sharkland
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Sam Sharkland

7/6/2020

Date: _____

DocuSigned by:

Anne Jennings
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Anne Jennings

7/2/2020

Date: _____

DocuSigned by:

Phoebe White
447BF216ECAB400...

Phoebe White

7/2/2020

Date: _____