




# TOWN OF FAIRFAX

## STAFF REPORT

### January 16, 2018

**TO:** Mayor and Town Council

**FROM:** Garrett Toy, Town Manager 

**SUBJECT:** Second Notice and Approval of Amendment to Memorandum of Understanding (MOU) with SEIU Local 1021 (Fairfax non-management employees)

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#### **RECOMMENDATION**

Approve the amendment to the MOU with SEIU Local 1021.

#### **DISCUSSION**

In 2015, the Town Council, in response to the Grand Jury report on labor negotiations, stated the following: "The Town of Fairfax will, consistent with the example of adopting ordinances after an initial and second reading, place final tentative employee agreements on two successive Town Council agendas - the first for discussion of the agreement, the second for Council vote (R2.5). We will begin implementation commencing in Fiscal Year 2016/2017."

This item represents the second notice of revisions to the MOU with SEIU. The first notice was given on December 6, 2017. Specifically, the MOU revisions are as follows:

- Represented employees receive double the hourly rate for overtime that exceeds 12 hours in a day. The current rate is 1.5 times the hourly rate. This revision is in recognition of the long hours worked by Public Works employees during the last winter storm.
- Public Works maintenance workers receive an annual \$300 meal allowance. During major storm events, Public Works employees are often unable to go home for a meal so this allowance is in-lieu of a per diem for meals.

#### **FISCAL IMPACT**

Nominal impact of less than \$2,000 per year.

#### **ATTACHMENT**

MOU side letter

TOWN OF FAIRFAX AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
(SEIU 1021)

SIDE LETTER AGREEMENT REGARDING NEW EMPLOYEE ORIENTATION ACCESS  
AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION

The Town of Fairfax ("Town") and the Service Employees International Union Local 1021 (hereinafter "Union"), jointly referred to as "Parties," enter into this Agreement to implement the terms of Government Code sections 3555-3559. The Parties agree that the terms of this Agreement are incorporated into the existing Memorandum of Understanding (MOU) between them by specific reference.

The Parties acknowledge that this Agreement, once implemented by both Parties, fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557. Due to such agreement, compulsory arbitration pursuant to Government Code Section 3557 is waived for so long as this Agreement is in effect.

Overtime Eligibility

Employees covered by this MOU are eligible to receive overtime pay at the rate of double time (2) pay at the regular rate of pay for more than 12 hours worked in a work day.

Meal Allowance

The Town will pay each employee in the maintenance classification Three Hundred Dollars (\$300) annually. The meal allowance shall be paid to all employees with payroll on January 15<sup>th</sup>. Employees hired after January 15<sup>th</sup> will receive a pro rata share of meal allowance based on the calendar year.

For the Town

For the Union

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form (optional):

\_\_\_\_\_  
Town Attorney