

RESOLUTION 20-__

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX
APPROVING A SIDE LETTER TO AMEND THE
MEMORANDUM OF UNDERSTANDING (MOU) WITH
THE FAIRFAX POLICE OFFICERS ASSOCIATION (POA)
FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2021**

WHEREAS, the current Memorandum of Understanding (“MOU”) with the Fairfax Police Officers Association (“POA”) was adopted by the Town Council on August 1, 2018, by Resolution 18-28; and

WHEREAS, authorized representatives of the Town have negotiated with the POA an amendment to the current MOU modifying certain provisions; and

WHEREAS, the first notice of the amendment to the MOU was placed on the Town Council’s March 4, 2020 agenda pursuant to Town Council policy; and

WHEREAS, the side letter attached hereto as Exhibit ‘A’ represents the negotiated understandings and agreements of the POA and the Town as represented by the Town Manager and Finance Director;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Town Council of the Town of Fairfax approves the amendments listed in the side letter to the MOU as contained in Exhibit ‘A’ and that the Town Manager is hereby authorized to execute the side letter.

The foregoing Resolution was duly passed and adopted at a regular meeting of the Town Council of the Town of Fairfax, held in said Town on the ___ day of ____ 2020, by the following vote, to wit:

AYES:
NOES:
ABSENT:

RENEE GODDARD, Mayor

Attest: _____
Michele Gardner, Town Clerk

Exhibit A

SIDE LETTER TO MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF FAIRFAX AND FAIRFAX POLICE OFFICERS' ASSOCIATION

The authorized representatives of the Town of Fairfax and Fairfax Police Officer's Association (collectively, "Parties") have met and conferred pursuant to the Memorandum of Understanding (the "MOU"), approved by the Town Council by Resolution No. 18-28 on August 1, 2018 and the Parties have determined that it is reasonable and appropriate to modify certain provisions of this MOU by means of this Side Letter.

Section 1. The following Sections of the MOU are amended *to incorporate the changes and additions as follows:*

Section II (Salary Compensation) add after Section H:

(I) Accelerated Step Increase: When an employee becomes eligible for Step E they will advance to Step F (skipping Step E) after having served in a satisfactorily level at the prior step as documented in a written performance review.

(J) Officer in Charge pay (OIC): Police Officer classification personnel who cover a minimum of five hours or more of a shift in place of a Sergeant or Corporal of Police shall receive 5% base pay incentive for the time worked in that position with approval of the Chief of Police.

(K) Bi-Lingual Pay: Full time employees shall receive a base pay incentive of 2.5% for their ability to speak basic conversational Spanish, and 5% for Spanish fluency, which includes reading and writing. Other languages shall be approved by a supervisor at a maximum rate of \$50 per day of use with a maximum of 5% of base pay in a pay period. To be eligible for "other language" pay, employees are required to submit requests to their supervisor. The requests will include a CAD incident or case number documenting the use was related to a police investigative purpose. Fluency in more than one language does not entitle an employee to multiple pay incentives.

If a bi-lingual qualified employee is off work for over 15 consecutive calendar days, the employee will not receive the bilingual incentive for the remainder of the leave (unless approved by the Chief of Police). This will not take effect if the employee is out on 4850 disability leave.

The Chief of Police, with approval of the Town Manager, will through use of an outside tester selected by the Town, determine an employee's eligibility for this pay incentive. In order to ensure that employees retain bilingual proficiency, a periodic requalification, by an outside tester selected by the Town, may be required.

Section XVI Longevity Pay (Service)

The following percentages will be applied to base pay at the following intervals

- 3 years 2%
- 5 years 3%
- 7 years 4%
- 10 years 5%
- 15 years 7.5%
- 20 years 10%

Lateral time serving other police agencies does not apply to the 10, 15 and 20 year levels.

Section V,A Vacation (service)

- 100hrs upon hire, through end of second year of service
- 120hrs at three (3) years of service
- 140hrs at four (4) years of service
- 160hrs at five (5) years of service
- 180hrs at six (6) years of service
- 200hrs at twelve (12) years of service
- 240hrs at fifteen (15) years of service

Section V, B . 3 (Vacation balance)

...Earned vacation leave shall not be accumulated in excess of 400 hours for any employee in any classification without authorization of the Town Manager.

Section XI B. Compensatory Time:

“An employee may accumulate up to one hundred-sixty (160) hours of compensatory time....”

Section VI Sick Leave (add subsection F)

For those employees who use one day or less of sick leave or industrial injury leave time (4850) in a fiscal year, 25% of the sick time that is accrued in the fiscal year will convert to compensatory time on a hour to hour basis. The Chief reserves the right to send employees home if they are determined to be “too sick” to work or if the Chief determines he/she does not want to expose other employees to the illness.

Section XIII Benefits (add subsection I) Tuition Reimbursement:

A tuition and textbook reimbursement program shall be available to Police employees to encourage and financially assist employees to continue their education and broaden their backgrounds so as to improve job knowledge, skills and capacities of their present job.

Employees will be reimbursed up to \$4,000 for eligible tuition and/or fees for textbooks and supplies under certain conditions for professional and technical courses offered by accredited colleges, universities, business, trade, or correspondence schools or by an otherwise accepted professional association or institute, as approved by the Police

Chief. The \$4,000 is the maximum amount that can be reimbursed during a fiscal year. Unused tuition reimbursement does not roll over to the next fiscal year.

Conditions under which reimbursements may be approved are as follows:

1. The course work must relate to the employee's present position or must be beneficial to the employee's related professional development, or must enhance career advancement potential within the Town as follows:
 - a. An improvement in skills or knowledge required by the present position;
 - b. Preparing the employee for changes in duties due to the different use of a position or class;
 - c. Preparing the employee for the assumption of new and different duties as a result of a recent professional appointment; or
 - d. Preparing the employee for promotional opportunities.
2. Requests for reimbursement must be approved by the Chief of Police before enrollment in the course and purchase of textbooks and supplies. The Town will not reimburse for tuition and related expenses incurred before pre-approval by the Chief of Police.
3. Reimbursement will be made for tuition fees and/ or required textbooks and a reasonable amount of supplies verified by receipts upon completion of the course with a documented grade of "C" or better, "satisfactory", "pass", or the equivalent. Reimbursement requests must be made within 3 months of successful completion of the course, otherwise such reimbursement will be denied.
4. The employee must not be receiving funds for the same course from any other source, such as Veteran's Benefits, scholarships, etc.

Section 2. *This amendment is effective April 1, 2020.* Except as expressed modified by this Side Letter, the provisions of the existing MOU remain in full force and effect. This Side Letter will expire with the term of the existing MOU, which currently has a designated ending date of June 30, 2021.

This Agreement is hereby executed by the signatories of the Parties on the date specified above.

Garrett Toy, Town Manager
Town of Fairfax

Jonathan Judge, President
Fairfax Police Officers' Association