



TOWN OF FAIRFAX

STAFF REPORT

August 4, 2021

TO: Mayor and Town Council

FROM: Janet Coleson, Town Attorney
Adam Politzer, Interim Town Manager

SUBJECT: Adopt a resolution Approving a Side Letter to Amend and Extend the Memorandum of Understanding (MOU) with SEIU Local 1021 (Fairfax non-management employees) for the period July 1, 2018 through June 30, 2021 for a period of one year, through and including June 30, 2022

RECOMMENDATION

Adopt the Resolution Approving a Side Letter to Amend and Extend the Memorandum of Understanding (MOU) with SEIU Local 1021 (Fairfax non-management employees) for the period July 1, 2018 through June 30, 2021 for a period of one year through and including June 30, 2022.

DISCUSSION

In 2015, the Town Council, in response to the Grand Jury report on labor negotiations, stated that the Town would place final tentative employee agreements on two successive Town Council agendas - the first for notice of the agreement, the second for Council vote. This item reflects the second notice and adoption of the resolution approving the MOU.

The current Memorandum of Understanding (MOU) with SEIU expired on June 30, 2021. Over the past few months, the Town Manager and Finance Director have been meeting with SEIU representatives to negotiate a new one-year MOU. SEIU currently represents five (5) Town employees.

The negotiation teams are recommending Council approval of the attached resolution amending and extending the MOU. The following are the key provisions of the amended MOU that would take effect retroactive to July 1, 2021:

- 3.0% Cost of living/salary adjustment (COLA) effective July 1, 2021. (See attached salary range table.)
- One-time non-PERS eligible payment of \$3,500.
- Increase in vacation accrual by 2 days per year; this accrual rate is similar to management employees.

FISCAL IMPACT

The total cost to the Town in FY21-22 is approximately \$28,900: \$10,500 for the 3% salary adjustment and \$18,400 for the one-time payments. The estimates include other associated costs such as Medicare, workers comp, and/or retirement.

ATTACHMENTS

- A. Resolution with side letter to amend MOU
- B. Table A to MOU listing the Monthly Salary Range

RESOLUTION 21-__

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX
APPROVING A SIDE LETTER TO AMEND AND EXTEND THE
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
MISCELLANEOUS UNIT (SEIU) FOR THE PERIOD OF
JULY 1, 2018 THROUGH JUNE 30, 2021 FOR A PERIOD OF ONE YEAR, THROUGH
AND INCLUDING JUNE 30, 2022**

WHEREAS, the current Memorandum of Understanding (“MOU”) with SEIU Local 1021 was adopted by the Town Council on August 1, 2018, by Resolution 18-29; and

WHEREAS, authorized representatives of the Town have negotiated with the SEIU an amendment to the current MOU modifying certain provisions and extending the MOU through and including June 30, 2022; and

WHEREAS, the first notice of the amendment to the MOU was placed on the Town Council’s July 7, 2021 agenda pursuant to Town Council policy; and

WHEREAS, the side letter attached hereto as Exhibit ‘A’ represents the negotiated understandings and agreements of SEIU 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 4th day of August 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

BRUCE ACKERMAN, Mayor

Attest: _____
Michele Gardner, Town Clerk

Exhibit A

**FAIRFAX AND SEIU LOCAL 1021
Side Letter of Agreement to the
2018-2021 MOU**

The Town of Fairfax (“Town”) and the Service Employees International Union, Local 1021 (“Union”) have met and conferred in good faith pursuant to the requirements of the Meyers-Miliias-Brown Act to amend provisions of their Memorandum of Understanding (“MOU”), with a current term of July 1, 2018 through June 30, 2021. This Side Letter of Agreement describes the parties’ full and complete agreement to extend and amend that MOU.

II. Salary Compensation.

The Parties agree to add the following language to Section II:

Effective July 1, 2021: Wages for represented unit members covered by this Agreement shall be increased by 3.0%. Exhibit A shall be replaced with the attached revised Exhibit A- Table A- Monthly Salary Range.

One-time non-PERSable payment of \$3,500 per unit member upon approval of this side letter by the Town Council.

V. Vacation.

The parties agree to amend Section V to provide as follows:

A. Vacation Entitlement

Employees covered by this agreement shall be eligible for vacation as follows:

Service	Days
1 through 48 months (4 years)	13
49 through 120 months (10 years)	17
121 through 180 months (15 years)	22
181 months and over (15 years/1 month)	25

Vacation entitlement is earned on a semi-monthly basis calculated by multiplying the annual entitlement times 8 hours and dividing by 24.

No employee shall be entitled to take any vacation until he/she has at least six (6) months of continuous service. When an employee is on a leave without pay status, he/she shall not be entitled to earn vacation. Upon termination of an employee's service with the Town, he/she shall be paid a lump sum for all earned vacation.

The times for which an employee may take vacation shall be as approved by the department head with due regard for the wishes of the employee and particular regard for the needs of the service and with the approval of the Town Manager or his/her designee.

1. It is the policy of the Town that employees are encouraged to take their normal vacation each year. An employee may carry the balance of his/her earned time over to the next year, provided, however, that no employee shall be allowed to accumulate more than 240 hours of earned vacation. With good cause and the approval of the Town Manager or his/her designee, an employee may be allowed to accrue up to a maximum of 300 hours of earned vacation. Vacation time may be taken in increments of an hour.

Each fiscal year, Employees covered by this Agreement may convert to cash up to 100 hours of vacation time that will be accrued, as long as the employee maintains a minimum balance of 80 hours of vacation leave after the cash out. Decisions as to how much vacation to cash out must be made on or before December 15 each year and, once made, are irrevocable. The cash-out will be provided/paid in the first pay period of the following fiscal year, once the time has been accrued. (i.e., if an employee, on December 15, 2021, elects to cash-out 40 hours that will accrue during payment of those 40 hours will be made in July 2022). In no case can an employee elect to cash-out time that was already earned as of the time of the election, and in no case can an employee elect to cash-out time in excess of what they will earn from the time of the election to the end of the fiscal year. If (a) the employee has used vacation time, such that the amount elected to be cashed-out is not available or (b) the employee, after the cash-out, will not have 80 hours of vacation remaining, the amount for cash-out will be reduced accordingly.

XVI. Duration of Agreement

The Parties agree to extend the term of the MOU to June 30, 2022.

XX: Union Security

Union Membership

The Town shall honor an employee’s check-off authorization for dues, COPE or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

Deductions for dues, COPE or other Union-sponsored program shall start the first full pay period after the Town receives notification of the authorization. The Town shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee’s earnings occurs.

Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the Town. The Town shall rely on the Union’s explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions. Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues. The Town shall honor any changes to membership dues deduction amounts provided by the Union. The Union shall not be required to provide the Town a copy of the employee’s authorization unless a dispute arises about the existence or terms of the authorization.

The Union shall indemnify, defend, and hold the Town harmless against any claims made and/or any suit against the Town which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

The Town shall produce to SEIU Local 1021’s Membership Department every thirty (30) days, on a regular ongoing basis, a malleable electronic file containing the following information for all current employees covered by this Agreement: Full Name (first, middle, last, suffix); Employee Number (if the Town adopts Employee numbers); Job Title; Department; Telephone numbers, including personal cellphone, home phone and work phone; Personal email address, as provided by the employee; Home Address; Pay Rate; Pay Status.

Union Notification

The Town shall notify the Union of a new employee’s expected first day at work at least ten (10) calendar days in advance except that a shorter notice may be provided in a specific instance

where there is an urgent need critical to the Town's operations that was not reasonably foreseeable. In addition, the Town shall provide the Union an electronic list of new employees with their contact information at least three days in advance of their expected first day at work. A representative of the Union shall be permitted to meet with new employees within 10 days from their start date

The above sections and language revisions are the only amendments to the current Memorandum of Understanding (MOU). This Side Letter Agreement does not change, modify, or otherwise alter any other terms or conditions of the current MOU between the Town of Fairfax and the Service Employees International Union Local 1021 Miscellaneous Unit. Except as modified in this Side Letter Agreement, all other provisions of the MOU remain in full force and effect.

FOR SEIU

FOR TOWN OF FAIRFAX

Date: _____

Date: _____

Attachment B

TABLE A- Monthly Salary Range

Effective July 1, 2020 **3% COLA applied to all classifications per MOU**

CLASSIFICATION	Step A	Step B	Step C	Step D	Step E	Step F
Maintenance Worker I	\$ 4,000.59	\$ 4,200.62	\$ 4,410.65	\$ 4,631.18	\$ 4,862.74	\$ 5,105.88
Maintenance Worker II	\$ 4,202.68	\$ 4,412.81	\$ 4,633.46	\$ 4,865.13	\$ 5,108.38	\$ 5,363.80
Maintenance Worker III	\$ 4,453.23	\$ 4,675.89	\$ 4,909.69	\$ 5,155.17	\$ 5,412.93	\$ 5,683.58
Senior Maintenance Worker	\$ 4,992.50	\$ 5,242.12	\$ 5,504.23	\$ 5,779.44	\$ 6,068.41	\$ 6,371.83
Administrative Assistant	\$ 4,120.19	\$ 4,326.20	\$ 4,542.51	\$ 4,769.64	\$ 5,008.12	\$ 5,258.53
Administrative Assistant II	\$ 4,211.96	\$ 4,422.56	\$ 4,643.69	\$ 4,875.87	\$ 5,119.66	\$ 5,375.65

Effective July 1, 2021 **3% COLA applied to all classifications per MOU**

CLASSIFICATION	Step A	Step B	Step C	Step D	Step E	Step F
Maintenance Worker I	\$ 4,120.60	\$ 4,326.64	\$ 4,542.97	\$ 4,770.12	\$ 5,008.62	\$ 5,259.05
Maintenance Worker II	\$ 4,328.76	\$ 4,545.20	\$ 4,772.46	\$ 5,011.08	\$ 5,261.64	\$ 5,524.72
Maintenance Worker III	\$ 4,586.83	\$ 4,816.17	\$ 5,056.98	\$ 5,309.83	\$ 5,575.32	\$ 5,854.09
Senior Maintenance Worker	\$ 5,142.27	\$ 5,399.38	\$ 5,669.35	\$ 5,952.82	\$ 6,250.46	\$ 6,562.99
Administrative Assistant	\$ 4,243.80	\$ 4,455.99	\$ 4,678.79	\$ 4,912.73	\$ 5,158.36	\$ 5,416.28
Administrative Assistant II	\$ 4,338.32	\$ 4,555.24	\$ 4,783.00	\$ 5,022.15	\$ 5,273.25	\$ 5,536.92