



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 of Agreement to the Memorandum of Understanding (MOU) with Fairfax Police Officers' Association (POA) for the period July 1, 2021, through June 30, 2022

RECOMMENDATION

Adopt the Resolution Approving a Side letter to the Memorandum of Understanding (MOU) with Fairfax Police Officers' Association (POA) for the period July 1, 2021, through 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 side letter of agreement.

While the current Memorandum of Understanding with POA was extended for one year to June 30, 2022, the Town Manager and Finance Director met with POA to discuss the following provision which would take effect retroactive to July 7, 2021:

- Employees covered by the MOU will be provided with a one-time non-PERSable payment of \$3,500.00 (less deductions and withholdings) upon approval of this side letter by the Town Council.

Currently, POA represents 18 people of which 4 are part-time staff.

FISCAL IMPACT

The total cost to the Town in FY21-22 is approximately \$55,000 in one-time costs. The estimate includes other associated costs such as Medicare, workers comp, and/or retirement.

ATTACHMENT

Resolution with Side Letter of Agreement

RESOLUTION 21-__

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, 2022

WHEREAS, the current Memorandum of Understanding (“MOU”) with the Fairfax Police Officers Association (“POA”) was extended to June 30, 2022; and

WHEREAS, authorized representatives of the Town have negotiated with the POA an amendment to the current MOU to provide for a one-time non-PERSable payment to each employee covered by the MOU; 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 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 amendment 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 POLICE OFFICERS ASSOCIATION

Side Letter of Agreement to the
2018-2022 MOU

The Town of Fairfax (“Town”) and the Fairfax Police Officers Association (“Association”) met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act and extended the term of their Memorandum of Understanding (“MOU”) to June 30, 3022. This Side Letter of Agreement describes the parties’ full and complete agreement to further amend that extended MOU.

One-Time Non-PERSable Payment

The Parties agree as follows:

Employees covered by the MOU will be provided with a one-time non-PERSable payment of \$3,500.00 (less deductions and withholdings) upon approval of this side letter by the Town Council.

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 Fairfax Police Officers Association. Except as modified in this Side Letter Agreement, all other provisions of the extended MOU remain in full force and effect.

**FOR FAIRFAX POLICE OFFICERS
ASSOCIATION**

FOR TOWN OF FAIRFAX

Date: _____

Date: _____
