



# FAIRFAX TOWN COUNCIL MEETING STAFF REPORT

**MEETING DATE:** October 4, 2023  
**PREPARED FOR:** Mayor and Town Council  
**PREPARED BY:** Heather Abrams, Town Manager  
Janet Coleson, Town Attorney  
**SUBJECT:** Adopt Resolution Approving a Side Letter to Amend the Memorandum of Understanding (MOU) with Fairfax Police Officers' Association (POA) for salary equity adjustment of 1% for Lieutenant, Sergeant, Dispatchers and Police Services Technicians, and 3% for Officer and Corporal positions

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## RECOMMENDATION

Adopt Resolution Approving a Side Letter to Amend the Memorandum of Understanding (MOU) with Fairfax Police Officers' Association (POA) for salary equity adjustment of 1% for Lieutenant, Sergeant, Dispatchers and Police Services Technicians, and 3% for Officer and Corporal positions.

## DISCUSSION

All full-time police personnel for the Town are represented by the Fairfax Police Officers Association (POA). The only police department employee not covered by POA is the Chief, who has a direct employment agreement. Labor agreements between POA and the Town are negotiated by the Town Manager (with specialized negotiating contractors as needed), and Council provides authority to negotiate and sign these agreements, according to the schedule set forth in the agreements. These labor agreements take the form of Memorandum of Understanding (MOU) and are often referred to as the FPOA MOU.

The Town's fiscal years begin July 1 and end the following June 30; therefore the Town is currently in FY 23/24. Typically, labor negotiations begin in January for adoption before the start of the next Fiscal Year (FY). However, labor negotiations did not begin until later in 2022 due to town manager turnover. On October 11, 2022, the Council adopted a Resolution authorizing the current FPOA MOU for the period of July 1, 2022 to June 30, 2024. The current MOU incorporated two previous side letters: one extended the previous MOU for one year to June 30, 2022 with no Cost of Living Adjustment (COLA), and another authorized by Council in August 2021 provided a one-time payment of \$3,500.00 (less deductions and withholdings) similar to other Town labor groups at the time.

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. The first notice was on the September 6, 2023 Town Council Meeting agenda; this is the second notice and vote.

The Town Manager received a request for reopener from POA as allowed for in the MOU. The Town Manager met and conferred under the requirements of the Meyers-Miliias-Brown Act and agree to the provisions of this side letter to the existing MOU, which is in effect from July 1, 2023 to July 1 2024, when the current MOU expires. The following provision which would take effect retroactive to July 1, 2023:

Fairfax Police Officers' Association (POA) would receive a salary equity adjustment of 1% for Lieutenant, Sergeant, Dispatchers and Police Services Technicians, and 3% for Officer and Corporal positions. This is an increase to base salary as of July 1, 2023 and is effective July 1, 2023.

**FISCAL IMPACT**

The total cost to the Town in FY23-24 is \$39,569. Due to current open positions, no budget adjustment is requested for FY23-24. In FY 24-25 and beyond the impact on the Police salaries category would be \$39,569 above what the salaries category would have been without the proposed side letter.

**ATTACHMENT**

Resolution with side letter attached

RESOLUTION 23-\_\_

**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)**

**WHEREAS**, authorized representatives of the Town have negotiated with the POA an amendment to the current MOU to provide for a salary equity adjustment of 1% for Lieutenant, Sergeant, Dispatchers and Police Services Technicians, and 3% for Officer and Corporal positions. This is an increase to base salary as of July 1, 2023 and is effective July 1, 2023; and

**WHEREAS**, the first notice of the amendment to the MOU was placed on the Town Council's September 6, 2023 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 \_\_\_\_ day of \_\_\_\_\_ 2023, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Chance Cutrano, Mayor

Attest: \_\_\_\_\_  
Michele Gardner, Town Clerk

**EXHIBIT A**

**FAIRFAX AND FAIRFAX POLICE OFFICERS ASSOCIATION**

**Side Letter of Agreement to the**

**2022-2024 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. This Side Letter of Agreement describes the parties’ full and complete agreement to further amend that extended MOU.

The Parties agree as follows:

Fairfax Police Officers’ Association (POA) would receive a salary equity adjustment of 1% for Lieutenant, Sergeant, Dispatchers and Police Services Technicians, and 3% for Officer and Corporal positions. This is an increase to base salary as of July 1, 2023 and is effective July 1, 2023.

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: \_\_\_\_\_

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