RESOLUTION 15-30

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX APPROVING THE NEGOTIATED MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 MISCELLANEOUS UNIT (SEIU) FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2018

WHEREAS, the most recent MOU with SEIU expired June 30, 2015; and

WHEREAS, staff at the direction of the Town Council has negotiated a new MOU for a period of three years (July 1, 2015-June 30, 2018); and

WHEREAS, the MOU 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 negotiated MOU with the SEIU attached hereto as Exhibit 'A'.

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 5th day of August 2015, by the following vote, to wit:

AYES: COLER, GODDARD, LACQUES, REED, WEINSOFF
NOES: NONE
ABSENT: NONE

BARBARA COLER, Mayor

Attest:

Michele Gardner, Town Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
Town of Fairfax
SEIU Local 1021
Miscellaneous Unit

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Myers-Milias-Brown Act (Government Code, Sections 3500 to 3511) as of the 5th day of August, 2015 by and between the TOWN OF FAIRFAX, hereinafter designated "Town", and the Service Employees International Union Local 1021, hereinafter designated "Union," and has been jointly prepared by both parties.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees in said Representation Unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer/employee relations of such employees.

The Town Manager and Finance Director are the representatives of the Town of Fairfax in employer-employee relations as authorized by the Town Council.

This Memorandum covers employees in the Miscellaneous Employees Representation Unit, as represented by the Union, which has been certified as the recognized employee organization.

Under the authority of Section 3502.5 the Town of Fairfax and the Union hereby establish an agency shop, and that requires employees to do one of the following:

1. Sign up as a member of SEIU 1021, or;

2. Sign up as a fee payer.

The dues deduction shall be for a specified amount and uniform between members of the Union. The fair share fee shall be for a specified amount and uniform between fee payers. The Union shall indemnify, defend, and hold the Town harmless against any claims made and against any suit instituted against the Town on account of dues or fees deduction. The Union shall refund to the Town any amounts paid to it in error upon presentation of supporting evidence.

Both parties will comply with the law, section 3502.5 of the Government Code. The Union will provide to the Town and any employee who requests an annual financial statement accounting for Union expenditures per law and list current dues calculations. The requirement to be a fee payer will not apply to managers, confidential employees or supervisors. The Town will provide to new employees filling represented positions an agreed upon notice summarizing these provisions and instructing the employee to decide upon being a member or fee payer in the first 30 days of employment.

This Memorandum of Understanding has been presented to the Town Council for ratification as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees in said Representation Unit for the period commencing July 1, 2015 and ending June 30, 2018.

In receiving the rights afforded by this Memorandum of Understanding, no person shall in any way be favored or discriminated against to the extent prohibited by law because of race, creed or national origins, or because of age, sex, marital status, sexual orientation or disability.

UNDERSTANDINGS AND AGREEMENTS

The following understandings and agreements shall not become effective until approved by Union and the Town Council.

I. GENERAL PROVISIONS

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Fairfax.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions, and regulations of the Town of Fairfax. The Town, Union, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

II. SALARY COMPENSATION

The rate of pay for all classes and employees in the Miscellaneous Employee Representation Unit shall be in effect as shown in Exhibit A- Table A: Monthly Salary Range.

Effective January 1, 2016, the classifications will receive a salary in the range specified in Exhibit A- Monthly Salary Range which includes a new Step F.

Effective January 1, 2017, the classifications will receive a salary in the range specified in Exhibit A- Table A: Monthly Salary Range which represents a 2% cost of living adjustment (COLA) to base salary.

Effective January 1, 2018, the classifications will receive a salary in the range specified in Exhibit A- Table A: Monthly Salary Range which represents a 2% cost of living adjustment (COLA) to base salary.

Hourly rates shall be calculated by dividing an employee's monthly salary by 173.33.

B. Regular Rate of Pay

Items included in determining an employee's regular rate of pay for the purpose of calculating overtime, retirement, and other regular pay calculations shall include the pay rate as established in the pay range of the employee's classification, education incentive pay, and other payments regarded as part of the regular compensation.

C. Employees covered by this agreement shall be paid 24 times per year effective January 1, 2010.

D. Pay for Temporary Promotions

An employee who is assigned to work in a higher position for five working days or more, shall receive compensation for the time worked that is at least 5% greater than the employee's regular rate of pay.

III. HOURS OF WORK

A. Regular Work Day

The regular work day is eight (8) hours of work within a period not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, or more than one (1) hour.

B. Regular Work Period

A regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 A.M. Sunday and ending at 12:00 midnight on Saturday.

C. Standard Hours and Days of Work

A standard workweek shall consist of five (5) days, Monday through Friday inclusive; the standard workday shall begin not later than 8:30 A.M. This standard shall not apply to employees of departments that require different schedules of work to meet operational and service objectives of the Town. For example, the standard workday for Public Works crews shall be 7:00 A.M. to 3:30 P.M. With approval of the Town Manager, administrative personnel may work 8:30 A.M. to 5:30 P.M. or 8:00 A.M. to 5:00 P.M., or even 8:30 A.M. to 5:00 P.M., depending on whether a one hour or one-half hour lunch period is taken.

D. Hours Worked

Vacation and sick leave shall be counted as hours worked for overtime calculation purposes; compensatory time shall not be counted as time worked.

E. Equity Adjustment

A Labor/Management Team shall be established each February beginning in 2014 to determine the labor market and to assess whether an annual salary and/or classification study, rotating the job title series each year, should be conducted. If a study is conducted, the results of this annual study would become the basis for consideration of salary adjustments for the job title series for the following fiscal year.

F. One Time In-Lieu Payment for Equity Adjustments or Out-of-Class

The Maintenance Worker I and Administrative Assistant II positions shall receive a one-time payment in lieu of any out-of-class or equity adjustments for past work in an amount of 4% and 5% of their base salary, respectively. This is a one-time payment only applicable to employees in the position at the time this MOU is ratified by the Council.

IV. HOLIDAYS

A. The Town agrees to provide employees covered by this agreement thirteen (13) paid holidays per year:

January 1, New Year's Day
3rd Monday in January, Martin Luther King Jr. holiday
3rd Monday in February, Washington's Birthday
Last Monday in May, Memorial Day
July 4, Independence Day
1st Monday in September, Labor Day
November 11, Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
December 24, Christmas Eve
December 25, Christmas Day

4 Floating Holidays(effective July 1, 2014, the floating holidays will be reduced to two (2) Floating Holidays per fiscal year)

In addition to the above, any other single day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday, and observed by the Town.

B. It is the intent of this agreement that all full-time employees receive thirteen (13) paid holidays regardless of their assigned work week. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday, or when the holiday falls on an employee's regular day off, he/she shall receive straight time payment for that day or may choose not to take payment but select another day as holiday leave with pay during the fiscal year with the consent of the department head. Employees not in a pay status, excluding disciplinary action, on the day preceding a holiday shall not receive the benefit of a paid holiday.

C. The floating holiday may be taken at any time during the fiscal year with the approval of the employee's department head. Floating holiday pay (8 hours per day) is credited to each employee's leave balance each July 1st.The floating holiday may not be accumulated and carried forward to the next fiscal year. Effective July 1, 2014, employees will only receive two (2) floating holidays per the fiscal year.

V. VACATION

A. Vacation Entitlement

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

Service	Days
1 through 48 months (4 years)	11
49 through 120 months (10 years)	15
121 months through 180 months (15 years)	20
181 months and over (15 years/1 month)	25

B. General Provisions

On the employee's appointment date and annually thereafter, he/she shall be credited with the amount of vacation entitlement for that year, provided that 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. Although vacation shall be credited to the employee upon appointment and annually thereafter, for purposes of calculating vacation earned upon termination, the entitlement is earned on a monthly basis calculated by multiplying the annual entitlement times 8 hours and dividing by 12. Odd fractions will be rounded to the nearest tenth. Upon termination of an employee`s service with the Town, he/she shall: (1) be paid a lump sum for all earned vacation, (2) reimburse the Town for credited vacation taken but not earned.

The times during 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, provided that if the requirements of the Town service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year or be paid for the time at the discretion of the appointing power.

It is the policy of the Town that employees take their normal vacation each year; provided, however, with the approval of the Town Manager, an employee may take less than a normal vacation in one year and carry the balance of his/her earned time over to the next year. Earned vacation leave shall not be accumulated in excess of one-half (1/2) of the vacation leave earned in any one calendar year. Provided, however, that no employee shall be allowed to accumulate more than 30 days (240 hours) of earned vacation. Although vacation time may be taken in increments of four hours, at least one week of annual vacation must be taken as five consecutive days.

VI. SICK LEAVE

A. General

1. Each employee covered by this agreement shall earn one working day of sick leave for each month or major fraction thereof served up to a maximum accumulation of one hundred sixty (160) days (1280 hours).

2. Sick leave with pay shall be granted to all full-time employees holding probationary or permanent status. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed in cases of necessity or actual personal sickness or disability, including illness in the immediate family where the employee`s attendance is required.

The use and disposition of accumulated sick leave may be authorized as follows:

1. Absence of an employee due to illness shall be charged to accumulated sick leave provided that, (1) the employee, or someone on the employee`s behalf has notified the immediate supervisor or department of the illness prior to the time set for beginning his/her daily duties, and (2) the employee, upon returning to work, can substantiate the claim of personal illness during the period of absence.

2. A certificate of illness, prepared by a licensed medical doctor, shall be submitted for any absence of five (5) or more consecutive days on account of illness and may be required by the Town Manager for absence of shorter duration. The certificate shall be limited to inquiry as to whether the employee is able to perform the "essential" functions of his or her position. Any absence for which a required certification of illness has not been submitted shall not be charged to accumulated sick leave. If any employee terminates or is terminated from Town services for any reason whatsoever, all accumulated sick leave shall be canceled.

B. Bereavement

Up to five (5) days not chargeable to sick leave may be used for the death of a member of the immediate family. A member of the immediate family means mother, father, daughter, son or spouse or such other person as the Town Manager may consider to be of a comparable relationship whether that relationship has legal status or not.

C. Exceptions

Should an employee use sick leave for illness or injury resulting from an employment other than with the Town of Fairfax, and, therefore, be eligible for Worker`s Compensation benefits, the Union hereby agrees that said

employee shall forward to the Town all funds received as Worker's Compensation benefits while said employee is receiving full salary from the Town as a result of his or her use of sick leave.

D. Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause an employee to lose vacation that could not be carried forward.

VII. INDUSTRIAL ACCIDENT LEAVE

Any employee incurring an injury or disability in the performance of his duties shall be entitled to compensation leave to the extent provided by the State Workers' Compensation and Insurance Act. Any employee on injury leave shall receive full salary to the extent vacation leave and sick leave time is available to be charged for the difference between the full salary paid and the compensation insurance payments received by the Town. The first five days of injury leave shall not be offset against sick leave or vacation accruals provided:

1. The accident is in fact work related.
2. Time off work is necessary as determined by a physician.
3. The duration of the time off work is necessary as determined by a physician.

Full salary payments are subject to the following conditions:

1. Compensation insurance payments received by the employee, except payments received for permanent total or partial disability, shall be deposited in the Town Treasury for the period the subject employee continues to receive full salary from the Town; and

2. In cases where an industrial accident victim exhausts all paid leave, Town will continue to contribute, for the period of approved leave of absence, the amount due toward an employee's medical, dental, life and other insurance premiums the employee was receiving at the time of the industrial accident.

VIII. SPECIAL LEAVES

A. Miscellaneous Leaves With Pay

1. Military Leave. Military leave shall be granted by the appointing authority in accordance with the provisions of applicable State and Federal laws.

2. Jury Leave. An employee on provisional, probationary or permanent status when called to serve on a jury shall be given leave to do so with pay, subject to these conditions:

   a. The employee shall notify the department head immediately upon receipt of the notice to serve; and

   b. Any payment except travel pay received by the employee for serving on the jury shall be remitted to the Town.

3. Representation Time (See Section XVII)

B. Leave of Absence Without Pay

Department Heads may grant a permanent or probationary employee leave of absence without pay or seniority, for a period not to exceed three months. Extension of such leave shall be granted only by the Town Council, but in no case shall the total leave of absence exceed one year.

No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and approved in writing. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

IX. OVERTIME

A. Overtime Eligibility

Employees covered by this Memorandum of Understanding are eligible for overtime pay at the rate of time and one-half (1.5) pay at the regular rate of pay. Overtime is time worked beyond forty (40) hours during the regular work week. If that work week has been reduced and/or changed by the Management/Town Council through no fault of the employee, then overtime will be defined as time worked beyond the redefined work week

B. Call Back

Any employee eligible for overtime who has departed his/her work location and is called back is guaranteed a minimum of three hours (3) compensation at the overtime rate and is not included as hours worked in regular rate of pay. This provision does not apply to assigned hours worked by the Administrative Assistant for pre-scheduled Planning meetings.

C. Standby Pay

When after the employee's regular work period he/she is required by written order of his department head to leave word where he or she may be contacted to return to work if needed within one hour, employee shall receive two (2) hours pay at the overtime rate for each eight hour period or at that ratio for time he/she is required to remain on standby outside of standard hours and days of work and is not called back to work. Standby is premium pay not included as hours worked in regular rate of pay. The minimum two (2) hours standby pay is payable to the employee in addition to any overtime earned in the event the employee is actually called back to work.

D. Limitation of Overtime

It is the policy of the Town to keep all overtime usage to a minimum. Overtime payment will be controlled by funds authorized in the approved budget. This policy extends to all varieties of overtime usage including holdover and callback. Overtime must be authorized in advance by the Department head, Town Manager or the Chief of Police. Overtime shall be compensated to the nearest half hour. This shall apply to accumulation of all overtime during a work week.

X. COMPENSATORY TIME

For employees occupying classifications that are eligible for overtime, compensatory time in lieu of overtime hours worked may be taken at the request of the employee with the approval of the department head.

An employee may accumulate up to forty (40) hours to be carried beyond the work period. If an employee has accumulated forty (40) hours then additional time worked must be taken off during the work period or allocated

as overtime pay. Accumulated overtime for eligible employees for compensating time purposes shall be accumulated at the rate of 1.5 times actual time worked.

XI. BENEFITS

A. Health and Welfare

Town shall cover the amount necessary to provide up to the Family Kaiser and Dental premium rates for each full-time regular employee covered by this agreement. The dental cap is $2,000 per year.

Employees hired after 7/1/2013 will pay a portion of their medical coverage as follows: Single only, fully covered. Single plus 1 $100 per month; Family coverage $200 per month. The Town shall provide coverage based on Kaiser Health Plan premiums.

Town shall maintain at least the current level of benefits and employer contributions, should the Congress enact health care reform legislation during the term of this agreement. Town and Union hereby agree to use P.E.R.S. Health Plan for medical insurance, thereby accepting that plan's benefit stipulations.

When an employee commences work for the Town, his/her benefit distribution selection shall become effective the first of the month following the date of employment. Deduction for benefits shall be made within the month for which coverage is provided.

Employees can choose any combination of benefit options no later than July 1 of each year. Any balance remaining can be added to gross salary but not to exceed $200 a month. Such choice will remain in effect for a full year. The employee may add or delete dependent health coverage only during the year if one of the following conditions apply:

1. Birth/adoption (add dependent coverage).
2. Death (delete dependent coverage).
3. Marriage (add dependent coverage).
4. Divorce (delete dependent coverage).
5. Change in employment status of dependent (dependent becomes employed, may delete dependent coverage; dependent ceases employment, may add dependent coverage).

Before an employee can receive cash back for not using the Town contribution for health care coverage, evidence must be shown that the employee and family members have health care coverage from another insurance plan.

B. Life Insurance shall be paid for and provided by the Town in the amount of $15,000 for members of the bargaining unit.

C. Re-opener Clause: The Union and the Town will jointly explore, during the term of this MOU, alternative health plans to CalPERS for the purpose of cost-savings, and Town will meet with the Union to discuss implementation if it is determined that cost savings can be achieved through alternative plans. This MOU will be reopened if it is agreed by the Town and the Union to implement a new health plan for employees covered by this MOU.

D. Retirement

The Town agrees to continue the Public Employees Retirement System benefit of 2.5% at 55 for all current Town employees in the Local Miscellaneous Members Retirement Program, and to continue

Level III Survivor Benefits and post retirement survivor benefits, sick leave credit and average of three highest years. Effective July 1, 2009, the Union and the Town agree to implement a two-tiered retirement plan. Any new employee hired after the PERS contract is amended to the two-tiered system, will be members of the 2% at 55 modified Retirement Plan B. Any new employee hired after the PERS contract is amended to the two-tiered system 2% at 55 modified Retirement Plan B will receive a $100 per month non-matching contribution towards a deferred compensation plan.

All employees hired on or after January 1, 2013, will be provided PERS retirement benefits in compliance with the 2012 Public Employees Pension Reform Act (PEPRA) as follows:

- Employees classified as "new" under PEPRA will be covered by the PERS 2.0% @ 62 plan.
- Employees classified as "Classic" under PEPRA will be covered by the CalPERS 2.0 @55 Plan.

All employees hired on or after January 1, 2013, classified as "New" under PEPRA will pay at least fifty percent (50%) of the Normal Cost of their Plan as calculated annually by PERS.

The Town will pay an employee who retires from the Town of Fairfax subsequent to execution of this MOU an amount to cover medical insurance at the Kaiser employee only rate based on service according to the following formula:

10 years of service	25%
15 years of service	50%
20 years of service	75%
25 years of service	100%

New employees hired after July 1, 2013 shall not be eligible for retiree medical coverage paid for by the Town.

E. Payment of Portion of Employee's PERS Contribution

Effective September 1, 2011, employees agree to pay an additional 1.5% of the employee portion of PERS for a total of 3% of the 8% employee portion of PERS. Effective July 1, 2012, employees agree to pay an additional 2% of the employee portion of PERS for a total of 5% of the 8% employee portion of PERS. Effective July 1, 2013, employees agree to pay 100% of the employee portion of PERS (i.e., 7% or 8% depending on the employee's hire date). The employee paid portion will be tax deferred.

F. Uniform Allowance

The Town will pay each employee in the Maintenance classification Four Hundred Twenty-five Dollars ($425.00) annually. Uniform allowance will be paid to all employees with payroll on November 30th of each year. As an employee is hired, he/she will receive $425 immediately instead of waiting until November 30th. If the employee is hired after July 1, $425 will be received immediately and the second year payment will be prorated based on the months employed during the first fiscal year. Payments on November 30 will be for the fiscal period of July 1 to June 30. If an employee should leave before November 30, he/she will be entitled to a pro rata share in their final paycheck. If an employee should leave after November 30 and had received the allowance, the unearned pro rata share will be deducted from the final paycheck.

The uniform required will be as set out in administrative policy and employees will be required to wear said uniform. Special safety equipment mutually agreed upon by UNION and the Town as required by State or County regulations shall be furnished by the Town.

G. Educational Reimbursement

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

Eligible employees will be reimbursed 100% of the tuition and for 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,

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 employees' 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 Town Manager before enrollment in the course.

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 grade of "C" or better, "Satisfactory," "pass" or the equivalent,

4. The employee must have completed their probation period.

5. The employee must not be receiving funds for the same course from any other source, such as Veteran's Benefits, scholarships, etc.

H. Payroll Deduction of Dues and COPE

The Town agrees to deduct once each month dues and assessments in an amount certified by the current Secretary-Treasurer of the local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted each month by the Town to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this agreement unless the employee requests in writing that this authorization be withdrawn. An employee has the right to withdraw this authorization at any time during the course of this agreement.

The Town agrees to the establishment of a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) subject to the following conditions:

1. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the Town.

2. Payroll deductions shall commence on the second pay period after the authorization is received by the Town.

3. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.

4. The Union shall indemnify, defend and hold the Town, its officers and employees harmless against any and all claims, demands, and suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the Town under the provisions of this provision.

I. IRS Section 125 Benefit

Under provisions of this plan, employees may shelter from income tax certain recurring expenses such as disability insurance plans and health insurance costs. The Town agreed to expand the IRS plan to include the Uncovered Eligible Health Care Expenses Section of the Code and to educate the employees to the benefits afforded by the plan so that it could be implemented for calendar year 1994.

J. Vision Reimbursement

Effective July 1, 2013, employees are eligible to be reimbursed for eye exams, prescription glasses/contacts, vision plan premiums paid out of pocket by employees, and co-pays for vision plans as required for the employee and dependents. The annual fiscal year amount is $100. Unused amounts may be carried forward to the next fiscal year. The maximum amount that can be carried over from one year to the next is $100 for a maximum reimbursement of $200 in any one fiscal year. Employees must submit copies of receipts indicating the amount and a description of the service or good paid for by the employee or dependent in that fiscal year.

XII. BENEFITS FOR PART-TIME EMPLOYEES

Part-time employees, hired on a permanent basis for a position allocated at more than 1,000 hours per year, shall be entitled to all benefits provided on a reduced time or payment basis computed on the ratio of allocated part-time employment to full-time employment.

Both parties recognize that this provision is a good faith effort to provide flexibility to the Town during fiscally difficult times. It is not an effort on the part of the Town to circumvent the security and protection of the contract by reallocating positions, present and future, to avoid the payment of fringe benefits. Likewise, this is not an attempt by UNION to prevent the Town from hiring part-time employees on a temporary basis.

In the event that a part-time, temporary employee accrues 1,000 hours or more consecutive work-time, credit shall be given for sick leave and vacation only, on a proportionate basis.

XIII. REINSTATEMENT RIGHTS

Persons having resigned from the Town in good standing, or employees laid off or demoted for reasons of curtailment of work or lack of funds may be granted re-employment rights by petitioning the Town Manager for re-employment rights within eighteen (18) months from the date of resignation, lay-off or demotion. A petition for re-employment rights must have an endorsement from the appointed authority of the department from which the person resigned; said endorsement shall not be unreasonably withheld.

If re-employment rights are granted, the candidate's name shall be placed on the eligible list of the classification in which permanent status previously was held.

The employee who is restored to a former position will be treated as if he/she were on a leave of absence without pay. Seniority shall be restored for the purposes of merit increase eligibility, vacation accrual rate, and Reduction of Force.

The name of an eligible on a re-employment list following voluntary resignation shall be automatically deleted by unavailability for employment after three (3) opportunities to an open position, or by appointment to any Town position.

XIV. GRIEVANCE PROCEDURE

A grievance shall be considered any matter not prohibited in the Personnel Ordinance, or for which review process is established by other regulations and specifically includes:

A. A dispute about the interpretation or application of any ordinance, resolution, rule, regulation or decision governing personnel practices, safety practices, procedures or working conditions, or any alleged improper treatment of an employee.

B. A dispute about the practical consequences of a Town-wide right decision on wages, hours, and other terms and conditions of employment.

C. A dispute concerning the interpretation or application of a Memorandum of Understanding.

D. Specifically excluded are issues relating to classification and performance appraisal. Separate review procedures for performance appraisal shall be established.

The grievance procedure is established by separate resolution of the Town Council.

XV. SAVINGS CLAUSE

If any article or section of this agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into meet and confer sessions for the sole purpose of arriving at a mutual satisfactory replacement for said article or section.

XVI. DURATION OF AGREEMENT

This agreement shall be effective as of the first day of July, 2015 and shall remain in full force and effect until the thirtieth day of June, 2018 at 11:59 PM, and that all terms and conditions not herein modified remain in full force and effect.

It shall automatically be renewed from year-to-year thereafter unless either party shall have notified the other, in writing, at least one hundred twenty (120) days prior to the annual anniversary date that either desires to modify the agreement.

XVII. EMPLOYEE REPRESENTATION TIME

Two (2) hours per month maximum will be granted to the designated representative of the Miscellaneous Unit for necessary Union activities, in addition to bargaining sessions scheduled during working hours. Such time may be accumulated for mutually agreed upon training events.

XVIII. MANAGEMENT RIGHTS

Town retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the foregoing, the rights, powers and authority retained solely and exclusively by the Town and not abridged herein, include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine, abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules, and reasonable workloads; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

If any matter in the exercise of this management rights clause falls within the scope of representation as defined under the Myers-Milias-Brown Act, the Town agrees to give notice and meet and confer prior to implementation.

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XIX. FINALITY OF RECOMMENDATIONS

Upon ratification by the Town Council the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the Town Manager for the period of this agreement, except that, if the Federal Government should mandate Social Security contributions to be made by the Town during the term of this contract, then the terms of this contract shall be re-opened and subject to re-negotiation.

Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Town and Union.

IN WITNESS THEREOF, this MEMORANDUM OF UNDERSTANDING between the TOWN OF FAIRFAX and SEIU LOCAL 1021 is hereby executed on this 5th day of August, 2015.

_____
Garrett Toy, Town Manager

_____
Michael Vivrette, Finance Director

_____
Tom Bruce, Union Representative

_____
John Tierney, Union Representative

_____
John Stead-Mendez, SEIU Local 1021 Executive Director

_____
Jason Klumb, Area Director of SEIU 1021

_____
Michael Viloria, SEIU Local 1021 Field Representative

EXHIBIT A

Table A: Monthly Salary Ranges

Current

CLASSIFICATION	Step A	Step B	Step C	Step D	Step E
Maintenance Worker I	3,418.72	3,589.66	3,769.14	3,957.60	4,155.48
Maintenance Worker II	3,591.42	3,770.99	3,959.54	4,157.52	4,365.40
Maintenance Worker III	3,805.53	3,995.81	4,195.60	4,405.38	4,625.65
Senior Maintenance Worker	4,266.36	4,479.67	4,703.66	4,938.84	5,185.78
Administrative Assistant	3,520.93	3,696.98	3,881.83	4,075.92	4,279.72
Administrative Assistant II	3,599.35	3,779.32	3,968.29	4,166.70	4,375.04

Effective January 1, 2016

CLASSIFICATION	Step A	Step B	Step C	Step D	Step E	Step F
Maintenance Worker I	3,418.72	3,589.66	3,769.14	3,957.60	4,155.48	$ 4,363.25
Maintenance Worker II	3,591.42	3,770.99	3,959.54	4,157.52	4,365.40	$ 4,583.67
Maintenance Worker III	3,805.53	3,995.81	4,195.60	4,405.38	4,625.65	$ 4,856.93
Senior Maintenance Worker	4,266.36	4,479.67	4,703.66	4,938.84	5,185.78	$ 5,445.07
Administrative Assistant	3,520.93	3,696.98	3,881.83	4,075.92	4,279.72	$ 4,493.71
Administrative Assistant II	3,599.35	3,779.32	3,968.29	4,166.70	4,375.04	$ 4,593.79

Effective January 1, 2017 2.0% COLA

CLASSIFICATION	Step A	Step B	Step C	Step D	Step E	Step F
Maintenance Worker I	3,487.09	3,661.45	3,844.52	4,036.75	4,238.59	4,450.52
Maintenance Worker II	3,663.25	3,846.41	4,038.73	4,240.67	4,452.71	4,675.34
Maintenance Worker III	3,881.64	4,075.73	4,279.51	4,493.49	4,718.16	4,954.07
Senior Maintenance Worker	4,351.69	4,569.26	4,797.73	5,037.62	5,289.50	5,553.97
Administrative Assistant	3,591.35	3,770.92	3,959.47	4,157.44	4,365.31	4,583.58
Administrative Assistant II	3,671.34	3,854.91	4,047.66	4,250.03	4,462.54	4,685.67

Effective January 1, 2018 2.0% COLA

CLASSIFICATION	Step A	Step B	Step C	Step D	Step E	Step F
Maintenance Worker I	3,556.84	3,734.68	3,921.41	4,117.49	4,323.36	4,539.53
Maintenance Worker II	3,736.51	3,923.34	4,119.51	4,325.48	4,541.76	4,768.85
Maintenance Worker III	3,959.27	4,157.24	4,365.10	4,583.36	4,812.53	5,053.15
Senior Maintenance Worker	4,438.72	4,660.65	4,893.69	5,138.37	5,395.29	5,665.05
Administrative Assistant	3,663.18	3,846.34	4,038.66	4,240.59	4,452.62	4,675.25
Administrative Assistant II	3,744.76	3,932.00	4,128.61	4,335.03	4,551.79	4,779.38