RESOLUTION NO. 3980-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR AUTHORIZING THE TOWN MANAGER TO EXECUTE A SIDE LETTER AGREEMENT EXTENDING AND AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WINDSOR AND TEAMSTERS LOCAL NO. 856 – PROFESSIONAL AND SUPERVISORY EMPLOYEES ESTABLISHING COMPENSATION AND WORKING CONDITIONS, AND EXTENDING THE MOU THROUGH JUNE 30, 2028

WHEREAS, the Town of Windsor ("the Town") has recognized Teamsters Local No. 856 – Professional and Supervisory Employees (hereafter "PAS") as the exclusive representative of certain employment classifications in the Town of Windsor; and

WHEREAS, the Town's representatives met and conferred in good faith with PAS representatives for the purpose of negotiating an extension and amendment of the current MOU, applicable to employment classes represented by PAS; and

WHEREAS, the Town's representatives reached a tentative agreement with PAS on an extension and amendment of the MOU through June 30, 2028, and the tentative agreement has been ratified by the PAS membership; and

WHEREAS, the terms of the agreement are contained in a Side Letter agreement, which is subject to approval by the Town Council; and

WHEREAS, the Side Letter agreement meets the approval of the Town Council.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Windsor hereby authorizes the Town Manager to execute a binding Side Letter agreement between the Town and PAS, as described in attached Exhibit "A".

PASSED, APPROVED AND ADOPTED this 6th day of November 2024, by the following vote:

AYES: **COUNCILMEMBERS FUDGE, SALMON, WALL, VICE MAYOR POTTER AND MAYOR REYNOZA**
NOES: **NONE**
ABSTAIN: **NONE**
ABSENT: **NONE**

ROSA REYNOZA, MAYOR

ATTEST:

IRENE CAMACHO-WERBY, TOWN CLERK

Attachment:

- **Exhibit A** - Side Letter Agreement between Town and PAS

SIDE LETTER BETWEEN TOWN OF WINDSOR AND TEAMSTERS LOCAL NO. 856 PROFESSIONAL AND SUPERVISORY (PAS)

RE: MOU AMENDMENT AND EXTENSION THROUGH JUNE 30, 2028

This "Side Letter" is between the Town of Windsor (hereinafter called "Town") and Teamsters Local 856 Professional and Supervisory (hereinafter called "Association") (collectively referred to as the "parties") and shall apply to all full-time employees of the Town working in the classifications set forth in the 2022-2025 comprehensive Memorandum of Understanding (MOU) between the parties, with reference to the following recitals, which are incorporated into this Side Letter:

A. WHEREAS, the Town Council approved on May 18, 2022, a comprehensive MOU between the parties for the period from July 1, 2022, until June 30, 2025; and

B. WHEREAS, the parties have met and conferred in good faith, and reached mutual agreement as described in this Side Letter.

NOW THEREFORE, the amendments to the comprehensive MOU as set forth in this Side Letter have been mutually agreed upon by the designated bargaining representatives of the Town and Association, as follows:

1. The parties agree that the comprehensive MOU between the parties shall be amended as follows:

ARTICLE 2. UNION RECOGNTION

This language replaces Article 2 of the 2022-2025 MOU.

2.1 The Town recognizes Teamsters Local No. 856 (hereafter referred to as "Union") as the exclusive representative of the full-time employees employed in the job classifications in the Professional and Supervisory Employees (PAS) unit, attached as Appendix "A." For purposes of this agreement, a full-time employee is regularly scheduled to work forty (40) hours per week.

2.2 The scope of representation shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of

the merits, necessity, or organization of any service or activity provided by law or executive order.

2.3 In the event an employee is temporarily assigned to perform work covered by a different bargaining unit, the employee shall receive higher pay (and be classified as FLSA exempt, if appropriate), but shall remain subject to the benefits and rights of the employee's regular bargaining unit during the effective date of the assignment. In the event an employee is assigned to a regular position in a different bargaining unit (e.g., when the employee is promoted or demoted, or accepts an appointment to a different position), the employee shall be subject to the terms and conditions of the new bargaining unit upon the effective date of the assignment.

ARTICLE 5. WAGES:

5.1 General Wage Increases

(a) Effective the first full pay period in July 2022, or the first full pay period after Council approval of this MOU, whichever is later, the salary rate for all classifications shall be increased by four and two tenths percent (4.2%).

(b) Effective the first full pay period in July 2023, the salary rate for all classifications shall be increased by three and one quarter percent (3.25%).

(c) Effective the first full pay period in July 2024, the salary rate for all classifications shall be increased by three and one quarter percent (3.25%).

(d) Effective July 1, 2025, the salary rate for all classifications shall be increased by six percent (6.0%).

(e) Effective July 1, 2026, the salary rate for all classifications shall be increased by three percent (3.0%).

(f) Effective July 1, 2027, the salary rate for all classifications shall be increased by three percent (3.0%).

5.10 Market Equity Study

The Town will conduct a salary study for the Teamsters bargaining unit. This study will be for salary only, and not total compensation; data regarding additional benefits (e.g., retirement, health, vacation, holidays, etc.) are not included in the study. The Town and Association will create a labor-management Salary Committee to complete the study.

In year 2 of the side letter term, the parties shall form a committee to meet and confer for the purpose of studying the market of salaries in comparable jurisdictions. The parties shall begin meetings no later than July 1, 2026, to establish the membership of the committee. Salary Committee meetings shall begin no later than September 1, 2026, and be held no less than once monthly (unless all parties concur in postponement) until the study is completed.

The Salary Committee shall first meet and confer on the issue of appropriate comparator agencies. The parties acknowledge that the Town has previously used the following comparator agencies but agree to review and then to consider changes to reflect an appropriate comparator market: American Canyon, Cotati, Healdsburg, Novato, Napa, Petaluma, Rohnert Park, Santa Rosa, City of Sonoma, County of Sonoma (includes Sonoma County Water Agency).

Effective the pay period following July 1, 2027, the Town shall endeavor to increase the base pay for each classification which has a base wage more than ten percent (10%) below market median to 95% of the market median using the final data provided by the Salary Committee. In the event that a determination to increase a classification is made after the effective date, as a result of the Salary Committee findings, the change will be made retroactively with an effective date of July 1, 2027.

To the extent applicable, the parties shall consider the standard MMBA (the Meyers-Milias-Brown Act) fact-finding factors in determining the application of any market salary adjustments, including:

(1) State and federal laws that are applicable to the employer.
(2) Local rules, regulations, or ordinances.
(3) Stipulations of the parties.
(4) The interests and welfare of the public and the financial ability of the public agency.
(5) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.

(6) The consumer price index for goods and services, commonly known as the cost of living.
(7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, other excused time, insurance, pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
(8) Any other facts, not confined to those specified in paragraphs (1) to (7), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

Under no circumstance shall the salary study result in a salary reduction, a salary freeze for any classification, or "Y-rating" employees in any classification during the term of this side letter.

5.11 Me Too Clause

If, subsequent to the date of this side letter, the Town agrees to a higher general wage increase (COLA) for any other collective bargaining unit, represented or unrepresented, during the term of this side letter agreement, the Town shall increase the general wage increase for all Teamsters members by the same percentage.

ARTICLE 8. REST PERIODS

The parties agree that Article 8 in the PAS MOU controls regarding the rest periods, over current Town Policies.

ARTICLE 26. WELLNESS PROGRAM

This language replaces Article 26 of the 2022-2025 MOU.

In recognition of the importance of a healthy workforce and to promote physical and mental fitness for staff, the Town shall sponsor an employee wellness program to promote health and wellness, including employees' physical and mental fitness; and to reduce absenteeism. The program will consist of an annual payment to each employee of $800.00. The $800.00 payment shall be made effective July 1st of each fiscal year.

The payment is to be used for wellness programs limited to gym memberships, fitness equipment, and/or weight loss programs which will enhance the health and wellbeing of Town staff. Employees should keep documentation for the program as

verification and receipts may be requested. The payment shall be prorated for new hires based on hire date.

ARTICLE 34. TERM OF AGREEMENT:

This agreement shall become effective as of the July 1, 2025, and shall continue in full force and effect through June 30, 2028.

The parties affix their signatures below as constituting mutual agreement and acceptance of this Memorandum of Understanding effective July 1, 2025, upon approval by the Town Council.

2. Except as modified in this Side Letter, all other terms of the comprehensive MOU will remain in effect unless otherwise agreed by the parties.

3. The parties agree that any and all tentative agreements are hereby incorporated in this side letter. Any outstanding proposals not agreed to are hereby withdrawn by the parties. Language in the MOU between the parties not changed by this Side Letter agreement shall remain unchanged.

4. This Side Letter is subject to ratification by the bargaining unit represented by the Association and approval of the Windsor Town Council.

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter agreement as of ____ 7th day of November 2024.

FOR THE TOWN OF WINDSOR

Jon Davis – Town Manager

James Leon – Human Resources Director

FOR THE TEAMSTERS LOCAL 856 (PAS)

Peter Finn – Secretary-Treasurer

Robert Maddock – Staff Attorney

Michael "Mo" Moran – Steward

Doug Miller - Steward