RESOLUTION NO. 3981-24

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 TOWN OF WINDSOR MANAGEMENT EMPLOYEES GROUP ESTABLISHING COMPENSATION AND WORKING CONDITIONS, AND EXTENDING THE MOU THROUGH JUNE 30, 2028

WHEREAS, the Town of Windsor ("the Town") has recognized Town of Windsor Management Employees Group (hereafter "MEG") 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 MEG representatives for the purpose of negotiating an extension and amendment of the current MOU, applicable to employment classes represented by MEG; and

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

SIDE LETTER BETWEEN TOWN OF WINDSOR AND TOWN OF WINDSOR MANAGEMENT EMPLOYEES GROUP (MEG)

RE: MOU AMENDMENT AND EXTENSION THROUGH JUNE 30, 2028

This "Side Letter" is between the Town of Windsor (hereinafter called "Town") and Town of Windsor Management Employees Group (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 June 15, 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 6. SALARIES:

6.1 <u>General Wage Increases</u>

(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%).

6.8 Market Salary Study

The Town will conduct a salary study for the MEG 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).

In year 3 of the side letter, July 1, 2027, the Town shall endeavor to increase the base pay for each classification determined to be under market, as conferred by the Town and Association, using the final data provided by the Salary Committee.

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.

6.9 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 MEG members by the same percentage.

ARTICLE 20. REIMBURSEMENTS

This language replaces Section 20.1 Professional Development/Wellness 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 $1,200.00. The $1,200.00 payment shall be made effective July 1st of each fiscal year.

The payment is to be used for professional development and wellness programs as follows:

a) Books, textbooks, journals, and membership dues to professional organizations.
b) Reimbursement for membership dues to an organization that provides organized programs of a structured nature (physical exercise, cardiovascular or weight reduction), and exercise/fitness classes or programs. Employees may utilize payroll deductions for payment of monthly membership dues to the organizations described in this article.
c) Professional conferences and training seminars related to Town employment.
d) Purchase of electronic devices (hardware only) actually used in the course of work.
e) Entry, registration, participation, and league fees; fitness classes; health club/gym memberships; personal training; nutrition courses, physical fitness products and equipment; park passes, recreational classes and sports lessons; mindfulness training, smoking cessation or weight reduction programs.

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 32. 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 the 7th day of November 2024.

FOR THE TOWN OF WINDSOR

Jon Davis – Town Manager

James Leon – Human Resources Director

FOR THE TOWN OF WINDSOR MANAGEMENT EMPLOYEES GROUP (MEG)

David Ernst - President 11/19/2024

Jenny Alton - Vice President 11/19/24

Tim Ricard – Secretary 11/19/24