

RESOLUTION NO. 49/2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE
MADERA APPROVING REVISIONS TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE TOWN OF CORTE MADERA AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 COMMENCING
NOVEMBER 19, 2019 AND ENDING JUNE 30, 2021**

WHEREAS, the representatives of the Town of Corte Madera and Service Employees International Union Local 1021, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment; and

WHEREAS, they have freely exchanged information, opinions and proposals and have endeavored to reach agreement on three side letters involving fatigue time, accounting for holidays and mobile technology expense allowance relating to the employment conditions and employer-employee relations of such employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Town Council of the Town of Corte Madera, that the Town Council does hereby approve and accept the revisions to the Memorandum of Understanding between the Town of Corte Madera and Service Employees International Union Local 1021 Commencing July 2, 2018 and Ending June 30, 2021 which is attached hereto and incorporated herein by reference as though fully set forth and does hereby repeal Resolution No. 44/2018 and any other resolution to the extent that it is inconsistent with the terms stated herein and are superseded by this Resolution, effective the first full pay period following adoption by the Town Council.

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly and regularly adopted by the Town of Corte Madera of Marin County at a regular meeting thereof held on November 19, 2019, to wit:

* * * * *

AYES, and in favor thereof, Councilmembers: Andrews, Bailey, Beckman, Kunhardt, Ravasio

NOES, Councilmembers: - None -

ABSENT, Councilmembers: - None -

ABSTAIN, Councilmembers: - None


James H. Andrews, Mayor

ATTEST:


Rebecca Vaughn, Town Clerk

**Side Letter Agreement
Between
The Town of Corte Madera
And
S.E.I.U. Local 1021**

September 12, 2019

Representatives for the Town of Corte Madera, hereinafter "Town", and representatives for S.E.I.U. Local 1021, hereinafter "Union", have agreed to the following:

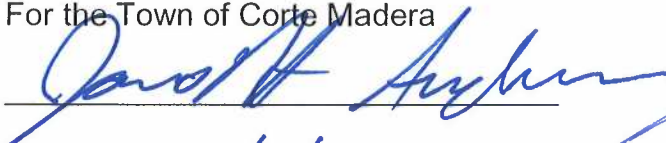
Mobile Technology Expense Allowance

For those employees whose regularly assigned duties necessitate the use of a personal mobile technology device to be accessible while outside of the workplace, the Town Manager may authorize a monthly allowance of up to the lesser of one-half the employees' monthly cost or \$60.

If the foregoing is in accordance with your understanding, please indicate your approval and acceptance in the space provided below.

Approved and Accepted:

For the Town of Corte Madera



Date: 11/19/2019

For S.E.I.U. Local 1021

 Joel
Evans-Fuder

Date: 10/16/19

**Side Letter Agreement
Between
The Town of Corte Madera
And
S.E.I.U. Local 1021**

October 24, 2019

Representatives for the Town of Corte Madera, hereinafter "Town", and representatives for S.E.I.U. Local 1021, hereinafter "Union", have agreed to the following:

Fatigue Time

- a. Employees are entitled to fatigue time when reporting to perform overtime work within the period of time defined as eight (8) hours prior to the start of the next regularly scheduled shift. The duration of fatigue time shall be eight (8) hours, but shall be subject to the following restrictions:
 1. Fatigue time starts when the overtime work is completed. For example, if the overtime work associated with an early morning call out is not completed until past the start of the next regularly scheduled shift, fatigue time would begin immediately after the overtime work is completed even though the overtime work extended into a regularly scheduled shift.
 2. Employees shall not receive fatigue time for overtime worked on weekends.
 3. In situations where an employee is required to work multiple overtime periods within eight (8) hours prior to the start of the next regularly scheduled shift, fatigue time shall commence with the completion of the last overtime period worked.
- b. Paid fatigue time is the overlapping period of time where fatigue time coincides with an employee's regularly scheduled shift. Paid fatigue time shall not exceed eight (8) hours within a 24-hour period beginning with the start of the regularly scheduled shift. Paid fatigue time will be paid at the employee's regular rate of pay.

Example: An employee, whose normal start time is 6:30 AM, works four (4) hours continuous overtime from 10:00 PM until 2:00 AM. This results in requiring the employee to report for work eight (8) hours after completing the overtime work and in this example, at 10:00 am. Additionally, the employee would record three and one-half (3 ½) hours of paid fatigue time on his/her timesheet.

In the event the employee elects to take off the remainder of their regular work shift, they may do so provided that advance notification of their intent is provided to their immediate supervisor and their time is coded to the appropriate accrued leave for which the employee has a positive balance to cover the requested time off.

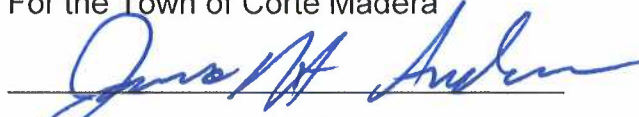
- c. An employee shall not receive the fatigue time if the employee is called out to

perform overtime work within two (2) hours preceding the start of his/her regular shift and the employee has not performed any other overtime work in the eight (8) hour period preceding the start of his/her regular shift.

If the foregoing is in accordance with your understanding, please indicate your approval and acceptance in the space provided below.

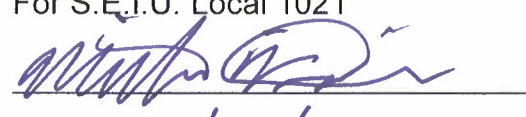
Approved and Accepted:

For the Town of Corte Madera



Date: 11/19/2019

For S.E.I.U. Local 1021



Date: 10/24/2019

**Side Letter Agreement
Between
The Town of Corte Madera
And
S.E.I.U. Local 1021**

October 24, 2019

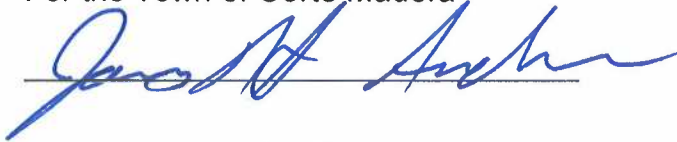
Representatives for the Town of Corte Madera, hereinafter "Town", and representatives for S.E.I.U. Local 1021, hereinafter "Union", have agreed to the following language in relation to the current MOU between the parties.

Accounting for Holidays

Holiday pay will be counted in eight (8) hour increments if the employee is working on a 8/40 schedule; nine (9) hour increments if the employee is working on a 9/80 schedule; and ten (10) hour increments if the employee is working on a 10/40 schedule.

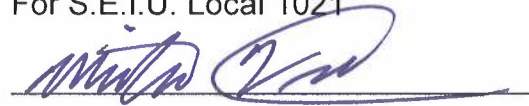
Approved and Accepted:

For the Town of Corte Madera



Date: 11/19/2019

For S.E.I.U. Local 1021



Date: 10/24/2019