

RESOLUTION NO. 2021-127

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Professional Fire Fighters' Association expired on June 30, 2021; and

WHEREAS, the City of Marina and the Marina Professional Fire Fighters' Association have met and conferred in good faith and have reached a tentative agreement to approve a new Memorandum of Understanding; and

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2023, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU for fiscal year 21/22, is approximately \$32,000. For fiscal year 22/23, the agreement will add an additional annual cost of approximately \$46,000. The two-year cost of the contract is approximately \$78,000; and;

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina do hereby:

1. Authorize the City Manager to execute a new Memorandum of Understanding between the City of Marina and the Marina Professional Fire Fighters' Association; and
2. Authorize adjustments to the City Salary Schedule and Compensation Plan; and
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 7th day of December 2021, by the following vote:

AYES: COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND
THE MARINA PROFESSIONAL FIREFIGHTERS ASSOCIATION
July 1, 2021 - June 30, 2023**

ARTICLE I: PREAMBLE

WHEREAS, Layne Long, the City Manager of the City of Marina, hereinafter referred to as "City," is the designated Employee Relations Officer of the City of Marina; and

WHEREAS, pursuant to the provisions of the "Meyers-Millais-Brown Act" Section 3500, et seq. of the Government Code of the State of California, the City, through its Employee Relations Officer and other designated representatives, and the designated representatives of the Marina Professional Firefighters Association, hereinafter referred to as "Association," have been engaged in a series of meet-and-confer sessions relating to salaries and related matters for the contract term of July 1, 2021 - June 30, 2023.

WHEREAS, the City recognizes the Association as the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the City of Marina Firefighter classifications; and

WHEREAS, this Memorandum of Understanding ("MOU") shall be the controlling document for employee wages, salaries, benefits, working conditions and other matters covered by this MOU for this bargaining Association. In case of any conflict between this Memorandum of Understanding and the City Personnel Manual and any department personnel rule's and/or regulations, this Memorandum of Understanding shall control; and

WHEREAS, the regular full-time public safety classifications represented by this Association include Firefighter, Fire Engineer, Fire Captain and other regular full-time fire safety classifications assigned and/or reclassified by the City to this Association.

ARTICLE II: MANAGEMENT RIGHTS

Nothing herein contained shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others, departments, commissions and boards, set standards of service, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work, lack of funds or for other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE III: NON-DISCRIMINATION

Section 1.

The City or the Association shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of

membership in, or legitimate activity as required in this Agreement on behalf of the members of this Association, nor will the City encourage membership in another association.

Section 2.

The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the Association without discrimination, interference, restraint, or coercion.

Section 3.

The provisions of this Agreement shall be applied equally to all employees in the Association without discrimination as to age, sex/gender, gender orientation, gender identification, marital status, race, color, creed, medical status, disability, national origin, religion, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE IV: ADMINISTRATIVE PROCEDURE

Section 1. Payroll Deductions on Behalf of Association

The Association may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by the Association upon written authorization of the employees represented by the Association represented on forms provided therefore by the City Finance Department and Human Resource Department. The providing of such service to the Association by the City shall be in accordance with applicable administrative procedures.

Section 2. Use of Copy Machine

The Association shall have access to the City's copy machine for reproducing Association material. Copies may be obtained through the City's designated representative, who will make the copies and retain a record for billing purposes. The City shall charge (\$0.20) twenty cents per copy, to be billed to the Association.

ARTICLE V: COMPENSATION AND BENEFITS

Section 1. Wages

All unit classifications shall be paid the rates reflected on the July 1, 2021, Salary Table contained in Exhibit "A". The published rates on the July 1, 2021, Table include the increase listed in Section A below.

- A. Effective the first pay period after July 1, 2021, all unit classifications will receive a 2.5% general pay increase.
- B. Starting with the first full pay period after July 1, 2022, all unit classifications shall have their classifications increased by the April 2022 San Francisco/Oakland Consumer Price Index, but the increase will be no less than 2% and no more than 3.5%. If the CPI comes back higher than 3.5% the MPFFA has the right to reopen negotiations on this specific topic.

Section 2. Medical, Dental, Vision, Life, Flexible Benefit Plan & Retirement

City shall provide an allowance of \$541 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.

MEDICAL:

- A. The city will continue to pay 70% of the low-cost plan offered; or a fixed premium contribution towards PERS Platinum of \$571 for a single employee, \$1142 for an employee + 1 and \$1484 for an employee +2 or more.
- B. Employees opting out of the City's health plan shall receive \$541 a month in cash. Any excess cash beyond premium payments will continue to be cash back to the employee.

DENTAL:

- A. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

VISION:

- A. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$22.81	\$22.81	\$22.81

LIFE INSURANCE:

- A. City will provide on behalf of each member, \$30,000.00 life insurance coverage at a cost not to exceed \$15.00 per month.

FLEXIBLE SPENDING ACCOUNT:

- A. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.

- B. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan
- C. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

RETIREMENT:

- A. The City shall provide retirement benefits for each unit classification under the Public Employees' Retirement System (PERS), as follows:
 - 1. Retirement Plans
 - Tier 1 – CalPERS 3%@ 50 provided to all sworn safety member employees hired prior to December 31, 2012 or considered Classic members.
 - Tier 2 – CalPERS 2.7% @ 57 plan to all sworn safety member hired on or after January 1, 2013 who are new members as defined under the PEPRA.
 - 1. Contributions
 - Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
 - Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

SURVIVOR BENEFITS

- A. The City will provide for the 1959 Survivors Benefit Level four for the Association in the PERS Contract. The employee cost for this benefit will be \$2.00 per month.

Section 3. Work-Week:

For the covered Firefighter classifications, the City shall recognize a 24-hour work day, 56-hour work week, and 2,912 work hours per year. All accruals shall be based on this work schedule, except when otherwise specified.

- A. Schedule: The City and MPFFA agree to the 48/96 schedule for all members of MPFFA, assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule is a twenty-four (24) day FLSA work period.

Section 4. Overtime/Compensatory Time:

The City shall count paid leave time as "hours worked" for the purpose of determining overtime. The City shall administer Overtime/Compensatory Time in accordance with Section 29, United States Code §207 (k) of the Fair Labor Standards Act ("FLSA").

- A. Compensatory time, vacation and sick leave shall be counted for the purpose of computing overtime. Compensatory Time Off may be taken in conjunction with Vacation Leave, at the discretion of the Fire Chief. At the time an employee submits a time sheet, the employee shall elect whether to receive pay or Compensatory Time for any overtime.

- B. Compensatory Time may be accrued to a maximum of 192-hours, which equates to eight (8) twenty-four hour shifts under the Kelly schedule, and equates to four (4) forty-eight hour shifts under the 48/96-hour work week schedule. Any amount in excess of the 192-hours cap, shall be paid to the member each pay period.

Section 5. Working Out of Class

The City will provide a 5% enhancement to base pay for the shifts that individuals are asked to act in a higher class for more than 4 hours without respect to the normal working out of class wait period requirement. Preference will be given to employees who are already at work.

- A. If an employee in this unit works 168 hours consecutively in an out-of-class status, the employee will be placed in the acting out-of-class position's salary range at least 5% but not more than 7.5% above their current rate of pay; however, the individual must be placed at least at step A of the out-of-class salary range.

Section 6. On-call Duty Chief

In the absence of a Chief or Division Chief, a captain may be appointed as acting Duty Chief and will be paid a 5 percent wage enhancement for at least 8 hours. The on-call duty chief will be at the station during the shift change, when feasible, and may have work assignments that cause him or her to be at the station for up to 8 hours. Any assignment beyond the 8 hours will be paid as on-call pay with the 5 percent enhancement to base pay.

Section 7. Portal to Portal

The City will compensate City employee's portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

Section 8. Educational or Certificate Incentive Pay

Regular full-time Fire employees shall be awarded incentive pay based on individual academic or certified training achievement levels. Employees shall elect incentive pay for either an Educational degree, or in lieu of an educational degree an employee may elect incentive pay for training for a professional Fire Certificate.

- A. At no time shall an employee be granted incentive pay for both an educational degree and a fire training certificate should both be attained by an employee.
- B. If an academic incentive pay is elected the employee shall be awarded an Educational Incentive only. No incentive pay for a Fire Certification will be granted when Educational Incentive pay has been requested and granted. Educational Incentive pay shall be paid at 2.5% of base pay for each degree as listed below:

Education

Associate Degree in Fire Science (only one Associate Degree applies)	2.5%
Bachelor's Degree in Fire-related field (only one Bachelor's Degree applies)	2.5%
Master's Degree in Fire-related field	2.5%

(only one Master's Degree applies)

- C. If a Fire Certificate incentive is elected by an employee in lieu of an educational incentive the employee may not request incentive pay at any time should an educational degree be attained. The Certification Incentive pay shall be based on 2.5% of base pay for each of the following Fire certificates

Certificates

Fire Certificate	2.5%
State Firefighter II Certificate	2.5%
State Fire Officer Certificate	2.5%
State Chief Officer Certificate	2.5%

Section 9. Tuition Reimbursement

Firefighter personnel may be reimbursed for Fire-related course work completed through the Junior College level in an established and approved degree program.

Section 10. Uniform Allowance

A uniform allowance of \$600 per year shall be provided. The allowance shall be paid to Fire Classification employees on a bi-weekly basis. Fire Classification employees shall be provided with uniforms and equipment.

Section 11. Vacation Leave Accrual

- A. Employees entitled to vacation leave with pay, shall accrue such leave based on years of continuous service at the following rates:

1 - 5years	132 hours (5.08 hours per pay period)
6 - 10 years	204 hours (7.85 hours per pay period)
11 - 15 years	276 hours (10.62 hours per pay period)
16 plus years	324 hours (12.47 hours per pay period)

- B. Vacation Accrual Cap: Maximum vacation accrual cap is 480 hours. Management will work to create a system such that employees may be able to take their accrued vacation. Any vacation leave earned beyond that amount shall be converted to salary and paid to the member as it accrued.
- Maximum payout of vacation accrual for compensation at time of separation of employment shall be 200 hours.

Section 12. Sick Leave Accrual:

Employees shall accrue Sick Leave at the rate of 162 hours per year (6.23 hours per pay period).

- A. Sick Leave Cap:

- Sick Leave may not be accrued in excess of 2,016 hours.

B. Sick Leave Conversion or Payment at Retirement:

- A maximum of 2,016 hours of accumulated sick leave may be converted for service retirement or disability retirement purposes. ("Retirement" being defined as a service or disability retirement as set forth in applicable PERS regulations, Government Code 20000 et seq.). A maximum of 50% of accumulated sick leave (1,008 hours) may be cashed out at the time of retirement.

C. Sick Leave Payment at termination:

- A maximum of 665 hours or 33% of accumulated sick leave may be paid out upon an employee resignation or a non-disciplinary termination.

Section 13. Holiday Leave

- A. Firefighter classifications shall receive 11.2 hours of holiday pay to be paid in the pay period in which the holiday falls. Pursuant to the parties FLSA side letter agreement, holiday will be rolled into base pay effective January 1, 2020.

Section 14. Longevity Compensation

- A. Upon nine (9) years of employment, an employee who achieves an overall rating of "highly competent" on their most recent performance evaluation shall receive advancement in longevity compensation.

OR

After ten (10) years of accumulated service with the City, an employee shall receive an additional five percent (5%) in salary.

- B. Upon completion of fifteen (15) years of consecutive service, each eligible employee shall receive a one-time payment of \$250.00.

Section 15. Bi-Lingual Pay

- A. A fifty-dollar (\$50) salary stipend per pay period shall be paid to employees, designated by the City, who are fluent in both English and Spanish, and who provide bilingual interpreter services.
- B. Eligibility for English-Spanish interpreter's pay under this section shall be determined by successfully passing the English-Spanish interpreter's oral test administered by a designated qualified test administrator or other agency as approved by the City's Human Resources Department. The Fire Chief may also assign one bi-lingual interpreter for each shift.

Section 16. Workforce Reduction

- A. The City's Personnel Manual, Section 11 – Reduction in Staffing shall apply to all workforce reduction

Section 17. Call-Back

- A. Any member called back after normal working hours to perform service for the City shall be paid for a minimum of three (3) hours at the overtime rate, one and one-half hour's pay for each hour.

Section 18. Severance:

- A. Should any sentence, paragraph, section, or portion of this MOU be determined to be invalid or unenforceable by any subsequent law, regulation or order of a court of competent jurisdiction, then the remainder of this agreement will remain valid and in full force and effect between the parties hereto.

Section 19. Bereavement Leave:

- A. Bereavement Leave shall be available for an employee having a regular or probationary appointment for a necessary leave from duty because of the death or critical illness, where death appears imminent, of a member of the immediate family. For purposes of this Section, the immediate family of an employee shall include his or her spouse and the following relatives: children of either spouse, either's parents including stepmother and stepfather, brothers or sisters including brother-in-law and sister-in-law, and either's grandparents or grandchildren.
- B. Said Leave shall be limited to three (3) working days (or shifts) within the state and two additional working days (or shifts) out of state per calendar year. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation or Sick Leave.
- C. Additional Leave may be chargeable to Sick Leave pursuant to the provisions of the City of Marina Personnel Manual Section 1003.

Section 20. Catastrophic Leave:

- A. Catastrophic leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, administrative, sick and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Both the donor and the recipient must be non-probationary, regular, full-time employees.
- B. Catastrophic Leave requests shall conform to the following criteria as well as Internal Revenue Service requirements:
 - Requests for donation of accrued vacation, administrative, sick and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.
 - All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.
 - The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.
 - Once granted, all time transferred shall be deducted from the donor's account

and shall thereafter be treated the same as though it had been earned by the recipient as sick leave.

- Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve-month period.

ARTICLE VI: VOLUNTEERS

Volunteers/Reserve Firefighters shall be used in support of paid professional employees but shall not take the place of a regular employee on a regularly scheduled shift.

ARTICLE VII: NO STRIKE OR LOCKOUT

Section 1.

The Association and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there shall be no strike or lockout.

Section 2.

In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Association, provided the Association promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Association notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

Section 3.

In the event that such action by the Association has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Association who participates in such strike, slow-up or stoppage; and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE VIII: SUPPLEMENTARY TERMS AND CONDITIONS

Terms and conditions contained in this Memorandum of Understanding shall not be subject to renegotiation or meet and confer for the duration of this MOU unless mutually agreed to by the City and the Association.

ARTICLE IX: DURATION OF AGREEMENT

This agreement shall take effect on July 1, 2021, and shall continue in force to and including June 30, 2023. If either party wishes to amend this Memorandum of Understanding, it shall provide written notice to the other no sooner than 120 days prior to the termination of the agreement. If neither party notifies the other in writing, the MOU shall remain in effect.

CITY OF MARINA

MARINA PROFESSIONAL FIRE
FIGHTERS ASSOCIATION

By:_____

By:_____

Date:_____

Date:_____

EXHIBIT A**Salary Table July 1, 2021**

Title	Step A	Step B	Step C	Step D	Step E	Y Rate
Fire Captain	\$34.4052	\$36.1254	\$37.9317	\$39.8283	\$41.8197	\$43.7554
Fire Engineer	\$30.6450	\$32.1773	\$33.7862	\$35.4755	\$37.2492	
Fire Fighter	\$28.0639	\$29.4671	\$30.9404	\$32.4875	\$34.1118	

EXHIBIT B

Revised Salary Schedules

Marina Professional Fire Fighters' Association

Title	Step A	Step B	Step C	Step D	Step E	Y Rate
Fire Captain	\$34.4052	\$36.1254	\$37.9317	\$39.8283	\$41.8197	\$43.7554
Fire Engineer	\$30.6450	\$32.1773	\$33.7862	\$35.4755	\$37.2492	
Fire Fighter	\$28.0639	\$29.4671	\$30.9404	\$32.4875	\$34.1118	

November 30, 2021

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 7, 2021

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2021-
AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
MARINA AND THE MARINA PROFESSIONAL FIREFIGHTERS
ASSOCIATION (MPFFA); AND, AUTHORIZING ADJUSTMENTS TO
THE CITY'S SALARY SCHEDULE AND COMPENSATION PLAN AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE APPROPRIATE
BUDGET AND ACCOUNTING ENTRIES**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2021- authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and the Marina Professional Fire Fighters Association (MPFFA) (**EXHIBIT A**);
2. Authorizing adjustments to the City's Salary Schedule (**EXHIBIT B**) and Compensation Plan, and;
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City has been bargaining with several of its units for some time. The general pattern has been to consider both competitive market considerations and appropriate cost of living adjustments. City management and the Marina Professional Fire Fighters' Association have come to agreement on proposals that general remains within the parameters the City Council has authorized staff. Final approval is now before the City Council.

ANALYSIS:

The MPFFA MOU lapsed June 30, 2021. The agreement calls for a 2.5% cost of living adjustment for FY 21/22 and a variable cost of living adjustment for FY 22/23 based upon the April 2022 SF/Oakland CPI but not less than 2% and not more than 3.5%. The MOU calls for the FY 21/22 cost of living adjustment to be effective the first full pay period in July 2021.

The MOU will be effective as of July 1, 2021 through June 30, 2023. The amended terms and conditions of the MOU are as follows:

Marina Professional Fire Fighters' Association (MPFFA) MOU Changes

1. Term June 30, 2023
2. Salary - 2.5% general salary increase effective the first pay period after July 1, 2021.
 - A general salary increase based upon the SF/Oakland CPI but not less than 2.0% nor more than 3.5% on the first pay period after July 1, 2022.

MPFFA MOU fiscal impact:

For fiscal year 21/22, the agreement will cost the City an additional approximately \$32,000 annually. For fiscal year 22/23, the agreement will add an additional annual cost of approximately \$46,000. The two-year cost of the contract is approximately \$78,000.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

Layne Long
City Manager
City of Marina