

RESOLUTION NO. 2018-24

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 EMPLOYEES ASSOCIATION

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Employees Association expired on June 30, 2017; and

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

WHEREAS, on March 15, 2018 MEA members successfully ratified the terms of a two-year successor MOU; and

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2019, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU is approximately \$150,000 over the term of the agreement; 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 Employees 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 20th day of March 2018, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Morton, Brown, Delgado

NOES: COUNCIL MEMBERS: O'Connell

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARINA AND THE MARINA
EMPLOYEES ASSOCIATION

July 1, 2017 – June 30, 2019

ARTICLE I: PREAMBLE

WHEREAS, the City of Marina Employees Association of Marina hereinafter referred to as "Association," is the recognized employee group representing the group of employees that are not in the Department Directors' Group, Marina Management Employees Group, Marina Public Safety Management Group, Marina Professional Fire Fighters Group or the Marina Police Officers' Group; and

WHEREAS, pursuant to the provisions of the "Meyers-Milias-Brown Act" Section 3500 ~~, 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 Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment.

NOW, THEREFORE, the parties agree as follows:

ARTICLE II: SALARY AND BENEFITS

1. **Salary.** Members of the Association shall receive a salary increase of two and a half percent (2.5%), effective retroactively to the first full pay period after July 1, 2017.

Members of the Association shall receive a salary increase of two and a half percent (2.5%), effective the first full pay period after July 1, 2018.

2. **Flexible Benefit Plan.** The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follows:

A. City shall provide an allowance of \$541 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long Term Disability insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.

B. This allowance must be applied towards payment of monthly premiums for the PERS Health plan, previously described to all members, for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.

C. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement account and Dependent Care Reimbursement Account on a voluntary basis. At the member's election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the member's salary, if the combined cost of the benefits exceeds the allowance.

As soon as administratively possible (following the meet and confer process with all bargaining groups) the City shall implement a Long Term Disability Plan. The City shall pay the premium of the Plan.

As soon as administratively possible (following the meet and confer process with all bargaining groups) the City shall increase the dental benefit cap from \$1,000 to \$2,000.

D. 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.

E. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160.00 annually (\$180.00 per month). A member may also pay any amount 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.

G. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan.

H. City shall pay up to \$6.00 per member per month for the administrative fee for the Flexible Benefit Plan.

I. Effective July 1, 2003, it is the intent that the City to pay additional Dental Insurance premium increase per month estimated as follows:

Employee only:	\$9.67
Employee + one:	\$24.00
Employee + family:	\$29.00

Any difference between the monthly premium due to coverage change and the allowance shall be the responsibility of the member.

J. Upon effective date or January 1, 2017 whichever is sooner through December 31, 2017, it is the intent that the City shall pay an additional amount towards the Medical Health insurance premium per month as follows:

Employee only:	\$50.00
Employee + one:	\$75.00
Employee + family:	\$100.00

Any difference between the monthly premium due to coverage change and the allowance shall be the responsibility of the member.

K. Upon effective date or January 1, 2006, whichever is sooner through December 31, 2006, it is the intent that the City shall pay member premium per month the costs of a Vision Plan.

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

4. **Retirement:**

A. **PERS Retirement System Safety:**

1. Retirement Plans:

- a. Tier 1 - CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012.
- b. Tier 2 - CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are "new members" as defined under the PEPR.

2. Contribution:

- a. Effective April 18, 2016, Tier 1 and Tier 2 miscellaneous bargaining unit members will pay the full member contribution rate required by CalPERS.
- b. Effective January 1, 2013, Tier 2 miscellaneous bargaining unit 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 PEPR.

3. Survivor Benefits:

The City will amend the PERS contract to include 1959 Survivors Benefit Level Four for the Association. The employee cost will be \$2 per month.

5. **Holiday Schedule.** For each member of the group, the following holiday schedule shall apply:

The third Monday of January (Martin Luther King, Jr Birthday) .

The third Monday of February (President's Day).

The last Monday in May (Memorial Day).

The Fourth-of-July (Independence Day).

The first Monday in September (Labor Day).

November 11th (Veteran's Day).

The fourth Thursday of November (Thanksgiving Day).

The day following Thanksgiving Day.

December 24 through the first day of January (New Year's Day excluding Saturday and Sunday)

When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

6. Overtime Pay. The City shall pay one and one-half times the normal pay for all employees working over eight (8) hours per day and/or forty (40) hours per week.

7. Longevity Compensation

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

B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

C. At fifteen (15) years of accumulated service, including those who have reached said time on the effective date of this MOU, each employee shall receive a one-time payment of \$250.00.

8. Sick Leave. All members of the Association shall accrue Sick Leave at the rate of 3.69 hours (12 days per year) per pay period. A maximum of 1,440 hours may be accumulated. At retirement, 35% of the hours accumulated, to a maximum of 504 hours, will be paid to the employee.

9. Vacation Leave.

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

First through fifth year of service: Ten (10) working days.

Sixth through tenth year of service: Fifteen (15) working days per year.

Eleventh through fifteenth year of service: Seventeen and one-half (17.5) working days per year

Sixteenth year of service and beyond: Twenty (20) working days per year

B. A maximum of 200 hours of vacation leave may be accrued by a member.

C. Other than the modifications contained herein, the vacation leave shall be implemented consistent with the City's Personnel Rules.

D. Vacation may be used in not less than four (4) hour increments.

10. Uniform and Tool Allowance

A uniform allowance of \$490.00 shall be provided to Animal Control Officers (Community Services Officers), a tool allowance in the amount of \$275.00 per year shall be paid to the City mechanics and a uniform allowance of \$392.00 per year shall, to be paid out on a bi-weekly basis

11. Matron Duties Pay.

A. Non-sworn Public Safety personnel performing matron duties during normal duty hours shall be paid \$25.00 per subject. B. Non-sworn Public Safety personnel performing matron duties during other than normal duty hours shall be paid \$25.00, per subject, plus overtime pay at the rate of one and one half (1) times the normal pay and the call back rate set forth below.

12. Severance Pay. In addition to any amounts due for unused vacation and compensatory time, a member who is separated from City service because of layoff or reduction in force shall receive as severance pay compensation equal to one (1) month's salary at the rate then in effect for that member.

13. Call-Back. 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.

14. Severance. Should any sentence, paragraph, section or portion of this agreement 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.

15. Bilingual Pay. A fifty dollars (\$50) per pay period salary increase shall be granted to up to two (2) employee in the bargaining unit who are fluent in both English and Spanish and acts as the City's interpreter. Eligibility for English-Spanish interpreter's oral test administered by the County of Monterey or other approved agency.

16. Catastrophic Leave. 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
Catastrophic Leave requests shall conform to the following criteria:

1. 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.

2. 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.

3. The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.

4 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 donee as sick leave.

5 Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

17. Bereavement Leave. 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.

Said Leave shall be limited to three (3) working days (or shifts) within the state and two (2) 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.

Additional Leave may be chargeable to Sick Leave pursuant to the provisions of the City of Marina Personnel Manual Section 10.03.

ARTICLE III: DURATION OF AGREEMENT

Reopen Contract. The city agrees to reopen the contract with the Association in the event another City bargaining unit receives a more favorable economic benefit on an item applicable to the MMEA bargaining unit.

This agreement shall take effect on July 1, 2017 and shall continue in force to and including June 30, 2019.

CITY OF MARINA

MARINA
EMPLOYEES ASSOCIATION

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT B

MEA 7/1/17 2.5% salary adjustment per reso	Monthly Salary					Hourly Pay Rate					Bi-Weekly Salary				
	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Accounting Technician	4,665	4,898	5,143	5,400	5,670	26.9120	28.2576	29.6705	31.1540	32.7117	2,152.96	2,260.61	2,373.64	2,492.32	2,616.94
Administrative Assistant II	3,946	4,144	4,351	4,568	4,797	22.7674	23.9057	25.1010	26.3561	27.6739	1,821.39	1,912.46	2,008.08	2,108.48	2,213.91
Community Services Officer	4,201	4,411	4,631	4,863	5,106	24.2354	25.4471	26.7195	28.0555	29.4582	1,938.83	2,035.77	2,137.56	2,244.44	2,356.66
COPPS Liaison Officer	4,755	4,992	5,242	5,504	5,779	27.4308	28.8024	30.2425	31.7546	33.3423	2,194.47	2,304.19	2,419.40	2,540.37	2,667.39
Custodian	3,109	3,265	3,428	3,599	3,779	17.9379	18.8348	19.7765	20.7653	21.8036	1,435.03	1,506.78	1,582.12	1,661.23	1,744.29
Deputy City Clerk	5,255	5,518	5,794	6,084	6,388	30.3202	31.8362	33.4280	35.0994	36.8543	2,425.61	2,546.89	2,674.24	2,807.95	2,948.35
Executive Assistant	4,831	5,073	5,326	5,593	5,872	27.8717	29.2653	30.7285	32.2650	33.8782	2,229.74	2,341.22	2,458.28	2,581.20	2,710.26
Mechanic	4,957	5,205	5,465	5,738	6,025	28.5979	30.0278	31.5292	33.1057	34.7610	2,287.84	2,402.23	2,522.34	2,648.46	2,780.88
Mechanic Assistant	3,708	3,894	4,088	4,293	4,507	21.3933	22.4630	23.5862	24.7655	26.0037	1,711.47	1,797.04	1,886.89	1,981.24	2,080.30
Permit Technician	4,707	4,942	5,189	5,449	5,721	27.1558	28.5136	29.9393	31.4363	33.0081	2,172.47	2,281.09	2,395.14	2,514.90	2,640.65
Pub. Safety Records Supervisor	4,592	4,822	5,063	5,316	5,582	26.4919	27.8165	29.2073	30.6677	32.2011	2,119.35	2,225.32	2,336.59	2,453.41	2,576.08
Pub. Safety Records Technician	3,877	4,071	4,275	4,488	4,713	22.3679	23.4863	24.6606	25.8936	27.1883	1,789.43	1,878.90	1,972.85	2,071.49	2,175.07
Public Works Mtc Worker I	3,564	3,742	3,930	4,126	4,332	20.5627	21.5909	22.6704	23.8039	24.9941	1,645.02	1,727.27	1,813.63	1,904.31	1,999.53
Public Works Mtc Worker II	3,963	4,161	4,369	4,587	4,816	22.8607	24.0037	25.2039	26.4641	27.7873	1,828.86	1,920.30	2,016.31	2,117.13	2,222.98
Public Works Mtc Worker III	4,361	4,579	4,808	5,048	5,301	25.1586	26.4166	27.7374	29.1243	30.5805	2,012.69	2,113.33	2,218.99	2,329.94	2,446.44
Public Works Section Crew Lead	5,564	5,842	6,134	6,441	6,763	32.0994	33.7044	35.3896	37.1591	39.0170	2,567.95	2,696.35	2,831.17	2,972.73	3,121.36
Recreation Leader	3,943	4,140	4,347	4,564	4,792	22.7466	23.8839	25.0781	26.3320	27.6486	1,819.73	1,910.71	2,006.25	2,106.56	2,211.89
Senior Planner	6,660	6,993	7,343	7,710	8,095	38.4228	40.3439	42.3611	44.4792	46.7031	3,073.82	3,227.51	3,388.89	3,558.33	3,736.25
MEA 7/1/18 2.5% salary adjustment per reso	Monthly Salary					Hourly Pay Rate					Bi-Weekly Salary				
	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Accounting Technician	4,781	5,020	5,271	5,535	5,812	27.5848	28.9641	30.4123	31.9329	33.5295	2,206.78	2,317.12	2,432.98	2,554.63	2,682.36
Administrative Assistant II	4,045	4,247	4,460	4,683	4,917	23.3365	24.5034	25.7285	27.0150	28.3657	1,866.92	1,960.27	2,058.28	2,161.20	2,269.26
Community Services Officer	4,306	4,521	4,747	4,985	5,234	24.8412	26.0833	27.3875	28.7568	30.1947	1,987.30	2,086.66	2,191.00	2,300.55	2,415.57
COPPS Liaison Officer	4,874	5,117	5,373	5,642	5,924	28.1166	29.5224	30.9985	32.5485	34.1759	2,249.33	2,361.79	2,479.88	2,603.88	2,734.07
Custodian	3,187	3,346	3,514	3,689	3,874	18.3863	19.3056	20.2709	21.2845	22.3487	1,470.91	1,544.45	1,621.67	1,702.76	1,787.90
Deputy City Clerk	5,387	5,656	5,939	6,236	6,548	31.0782	32.6321	34.2637	35.9768	37.7757	2,486.25	2,610.56	2,741.09	2,878.15	3,022.06
Executive Assistant	4,952	5,199	5,459	5,732	6,019	28.5685	29.9969	31.4968	33.0716	34.7252	2,285.48	2,399.75	2,519.74	2,645.73	2,778.01
Mechanic	5,081	5,335	5,602	5,882	6,176	29.3129	30.7785	32.3175	33.9333	35.6300	2,345.03	2,462.28	2,585.40	2,714.67	2,850.40
Mechanic Assistant	3,801	3,991	4,190	4,400	4,620	21.9282	23.0246	24.1758	25.3846	26.6538	1,754.25	1,841.97	1,934.07	2,030.77	2,132.31
Permit Technician	4,825	5,066	5,319	5,585	5,864	27.8347	29.2265	30.6878	32.2222	33.8333	2,226.78	2,338.12	2,455.02	2,577.77	2,706.66
Pub. Safety Records Supervisor	4,707	4,942	5,189	5,449	5,721	27.1542	28.5119	29.9375	31.4344	33.0061	2,172.34	2,280.95	2,395.00	2,514.75	2,640.49
Pub. Safety Records Technician	3,974	4,173	4,381	4,600	4,830	22.9271	24.0734	25.2771	26.5410	27.8680	1,834.17	1,925.88	2,022.17	2,123.28	2,229.44
Public Works Mtc Worker I	3,653	3,836	4,028	4,229	4,441	21.0768	22.1306	23.2372	24.3990	25.6190	1,686.14	1,770.45	1,858.97	1,951.92	2,049.52
Public Works Mtc Worker II	4,062	4,265	4,478	4,702	4,937	23.4322	24.6038	25.8340	27.1257	28.4820	1,874.58	1,968.31	2,066.72	2,170.06	2,278.56
Public Works Mtc Worker III	4,470	4,693	4,928	5,174	5,433	25.7876	27.0770	28.4308	29.8524	31.3450	2,063.01	2,166.16	2,274.47	2,388.19	2,507.60
Public Works Section Crew Lead	5,703	5,988	6,288	6,602	6,932	32.9019	34.5470	36.2743	38.0881	39.9925	2,632.15	2,763.76	2,901.95	3,047.04	3,199.40
Recreation Leader	4,041	4,243	4,456	4,678	4,912	23.3153	24.4810	25.7051	26.9903	28.3398	1,865.22	1,958.48	2,056.41	2,159.23	2,267.19
Senior Planner	6,826	7,168	7,526	7,902	8,298	39.3834	41.3525	43.4202	45.5912	47.8707	3,150.67	3,308.20	3,473.61	3,647.29	3,829.66

March 15, 2018

Item No. **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of March 20, 2018

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2018-
AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
MARINA AND THE MARINA EMPLOYEES ASSOCIATION;
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. 2018- authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and the Marina Employees Association (Exhibit A), and;
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 Memorandum of Understanding between the City of Marina and the Marina Employees Association expired on June 30, 2017. Representatives from the City and MEA met and conferred in good faith to reach a successor MOU. On March 15, 2018, the parties reached a tentative agreement pending ratification by MEA members and final approval by the City Council. The MEA membership met and successfully ratified the tentative agreement for a two-year MOU on March 15, 2018. Final approval of the successor MOU is now before the City Council.

ANALYSIS:

The successor MOU will take effect July 1, 2017 through June 30, 2019. The amended terms and conditions of the MOU provide:

1. Term
 - a. Expires June 30, 2019
2. Salary
 - a. Two and one half percent (2.5%) increase for all bargaining unit members effective retroactively to the first full pay period after July 1, 2017.
 - b. Two and one half percent (2.5%) increase for all bargaining unit members effective the first full pay period after July 1, 2018.
3. Long Term Disability
 - a. As soon as administratively possible (following the meet and confer process with all bargaining groups) the City shall implement a Long Term Disability Plan. The City shall pay the premium of this Plan.

4. Dental

- a. As soon as administratively possible (following the meet and confer process with all bargaining groups) the City shall increase the dental benefit cap from \$1,000 to \$2,000.

FISCAL IMPACT:

The estimated fiscal impact for the two year agreement is approximately \$150,000.

CONCLUSION:

This request is submitted for City Council approval.

Respectfully submitted,

Layne Long
City Manager
City of Marina