

RESOLUTION NO. 2018-61

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 PUBLIC SAFETY MANAGEMENT
ASSOCIATION

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

WHEREAS, the City of Marina and the Marina Public Safety Management 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, 2019, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU is approximately \$32,500 over the term of the two-year 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 Public Safety Management 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 5th day of June 2018, by the following vote:

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

NOES: COUNCIL MEMBERS: None

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 PUBLIC SAFETY MANAGEMENT
ASSOCIATION OF MARINA
July 1, 2017- June 30, 2019

This Agreement is entered into by and between the City of Marina and the Marina Public Safety Management Association effective July 1, 2017 and shall extend the current MOU through June 30, 2019. The Parties agree to the following Terms and Conditions

1. **Term**

A. Expires June 30, 2019

2. **Salary**

A. 2.5% salary increase effective the first full pay period after July 1, 2017

B. 2.5% salary increase effective the first full pay period after July 1, 2018.

3. **Medical, Dental & Vision, Flexible Benefit Plan**

A. Effective January 1, 2018 (the City shall pay medical health insurance premium per month as follows:

Health Plan	Employee Only	Employee + 1	Employee + 2 or more
PERSChoice (North)	\$363.25	\$701.50	\$914.05
PERSCare (North)	\$458.63	\$892.26	\$1,162.04
HMO Select	\$363.25	\$701.50	\$914.05
Blue Shield Access	\$543.85	\$1,062.70	\$1,384.00
PORAC	\$293.00	\$549.00	\$706.00

B. Effective January 1, 2018 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

C. Effective January 1, 2018 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

D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow”

E. City shall provide an allowance of \$575 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.

F. The allowance must be applied toward payment of monthly premium 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.

- G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. 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.
 - H. 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.
 - I. 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.
 - J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan
 - K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan
 - L. 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.
 - M. 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.
4. **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.
5. **Retirement:** The City shall provide retirement benefits for each Mid-Management employee under the Public Employees' Retirement System (PERS), as follows:
- A. **Retirement Plans**
 - 1. For non-public safety Mid-Management members,
 - a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
 - 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. For sworn public safety Directors,
 - a. Tier 1 – CalPERS 3% @ 50 provided to all Mid-Management member hired prior to December 31, 2012 or are considered Classic members
 - b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all Mid-Management member hired on or after January 1, 2013 who are new members as defined under the PEPR

B. Contributions

1. Effective January 1, 2013 Tier 1 Mid-Management members will pay the full member contribution rate required by CalPERS
2. Effective January 1, 2013, Tier 2 Mid-Management 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

6. Survivor Benefits

- A. The City will amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

7. Holiday Schedule

- A. For each member of the group the following holiday schedule shall apply
 - Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)
 - Memorial Day (Last Monday of May)
 - Independence Day (July 4)
 - Labor Day (First Monday of September)
 - Veterans Day (November 11)
 - Thanksgiving Day and the next day (4th Thursday and next Friday of November)
 - Winter Break (December 24 – January 1)
- B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday

8. Leaves: Leave for Mid-Management members shall accrue and be administered, as follows:

- A. **Administrative Leave.** Members shall receive one hundred (100) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave shall be paid at current salary upon termination of employment to a maximum of one hundred twenty (120) hours. **Cash-out:** The City will pay each Member at their request a maximum amount of forty (40) hours of administrative leave each fiscal year, at the Member's individual regular rate of pay. Administrative Leave will be paid in December (prior to Christmas).
- B. **Vacation:** Vacation time shall be accrued as described in the City Personnel Rules. Maximum Vacation Accrual. A maximum of two hundred (200) hours of vacation leave may be accrued by a member. Unused Vacation accrual shall be paid at the current salary upon termination of employment to a maximum of two hundred (200) hours of vacation leave.
 1. **Emergency Cash Draws on Vacation.** Under extreme financial need, caused by either a death or medical emergencies in the family, at the request of the member, the City Manager with approval of the City Council may grant up to eighty (80) hours of cash draw on accrued vacation time if such a practice is not precluded by law or regulation.

- C. **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. **Longevity Compensation**
- A. After nine (9) years of accumulated service with the City, an employee with overall "outstanding" evaluations for the previous two (2) years shall receive an additional five percent (5%) in compensation, or
 - B. After ten (10) years of accumulated service with the City, an employee shall receive an additional five percent (5%) in compensation.
10. **Severance Pay:** Provide one (1) month's severance pay for the layoff or reductions in force causing the termination of any member of this group.
11. **Physical:** The City shall pay up to Three Hundred Dollars (\$300.00) for the cost of a physical examination for each Association Member annually. Employees shall provide the medical billing record to the City prior to receipt of reimbursement payment.
12. **Educational Incentive:** Public Safety members of this association, shall be awarded an educational incentive based on individual educational achievement levels. The incentive shall be awarded as a percent of base pay at the following rates for the below listed educational accomplishments:
- | | |
|--|------|
| Associate Degree in Police-related field: | 2.5% |
| Associate Degree in Fire Science-related field: | 2.5% |
| Bachelor's Degree in Police or Fire-related field: | 2.5% |
| Master's Degree in Police or Fire-related field: | 2.5% |
- In lieu of receiving Education Incentive pay for the aforementioned degrees, an employee may receive Incentive pay for each of the following certificates:*
- | | |
|--|------|
| Administration of Justice Certificate: | 2.5% |
| Fire Certificate: | 2.5% |
| Intermediate POST Certificate: | 2.5% |
| Chief Officer Certificate: | 2.5% |
| Advanced POST Certificate | 2.5% |
- In no event will an employee receive Educational Incentive pay for any combination of educational degrees and certificates except for the Chief Officer Certificate.*
13. **Uniform Allowance:** A uniform allowance of Three Hundred Fifty (\$350.00) Dollars shall be given to Public Safety members of the Association, to be paid on a semi-annual basis, in June and December (prior to Christmas). Public Safety members will be provided with uniforms and equipment.
14. **Bilingual Pay:** Fifty dollars (\$50) per pay period salary increase shall be granted to up to one (1) 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 pay shall be determined by successfully passing the English-Spanish interpreter's oral test administered by the County of Monterey or another approved agency.

15. **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:

- a. 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.
- b. 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.
- c. The minimum donation shall be eight (8) hours and, thereafter, in whole hour increments
- d. 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.
- e. 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.

16. **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.

- a. 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 may be granted by the City Manager. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation or Sick Leave.
- b. Additional Leave may be chargeable to Sick Leave pursuant to the provisions of the City of Marina Personnel Manual Section 10.03.

17. **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.

CITY OF MARINA

MARINA PUBLIC SAFETY
MANAGEMENT ASSOCIATION

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT B

Management Public Safety	Monthly Salary				
eff. 7/10/17	Step A	Step B	Step C	Step D	Step E
Fire Div. Chief/Training & Ops**	\$ 8,879	\$ 9,323	\$ 9,789	\$ 10,279	\$ 10,792
Police Commander**	\$ 9,948	\$ 10,445	\$ 10,968	\$ 11,516	\$ 12,092

Management Public Safety	Monthly Salary				
eff. 7/1/18	Step A	Step B	Step C	Step D	Step E
Fire Div. Chief/Training & Ops**	\$ 9,101	\$ 9,556	\$ 10,034	\$ 10,536	\$ 11,062
Police Commander**	\$ 10,197	\$ 10,707	\$ 11,242	\$ 11,804	\$ 12,395

May 31, 2018

Item No. **8g(6)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 5, 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 PUBLIC SAFETY MANAGEMENT
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 Public Safety Management 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 Public Safety Management Association (MPSMA) expired on June 30, 2017. Representatives from the City and MPSMA met and conferred in good faith to reach a successor MOU. 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 \$32,500. The Cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

CONCLUSION:

This request is submitted for City Council approval.

Respectfully submitted,

Layne Long
City Manager
City of Marina