RESOLUTION NO. 2023-100

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 BELOW EMPLOYEE AND LABOR GROUPS:

Utility Workers Union of America (UWUA),
Mid-Management Employees Association (MMEA),

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the above listed Employee and Labor groups expired on June 30, 2023; and

WHEREAS, the City of Marina and above listed Employee and Labor groups have met and conferred in good faith and have reached tentative agreements to approve a new Memorandum of Understanding; and

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2025, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOUs for the Labor Groups presented, is approximately $458,000 for FY23 and approximately $478,000 for FY 24. For a total of $936,000 over the term of the two-year agreements; and

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues in the current FY 2023-2024 and FY 2024.2025 budget.

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

1. Authorize the City Manager to execute new Memorandums of Understanding between the City of Marina and the below Employee and Labor Groups; and

    a. Utility Workers Union of America (UWUA),
    b. Mid-Management Employees Association (MMEA),

2. 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 17th day of October 2023, by the following vote:

AYES: COUNCIL MEMBERS: Visscher, McCarthy, Biala, Medina Dirksen
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Delgado
ABSTAIN: COUNCIL MEMBERS: None

____
Cristina Medina Dirksen
Mayor Pro Tem

ATTEST:

____
Anita Sharp, Deputy City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MARINA
AND
THE UTILITY WORKERS UNION OF AMERICA, LOCAL 614, AFL-CIO

July 1, 2023 - June 30, 2025

ARTICLE I: PREAMBLE

WHEREAS, the Utility Workers Union of America, Local 614, AFL-CIO (UWUA or Union) is the recognized exclusive bargaining representative for the classifications listed in Appendix A; and

WHEREAS, pursuant to the provisions of the "Meyers-Milias-Brown Act," Section 3500, *et seq.*, of the California Government Code, the City of Marina and the Union have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment.

NOW, THEREFORE, the parties agree as follows:

ARTICLE II: SALARY

1. Year 1

Effective the first full pay period after July 1, 2023, all classifications shall receive a four percent (4%) increase to base salary.

2. Year 2

Effective the first full pay period after July 1, 2024, all classifications shall receive a four percent (4%) increase to base salary.

ARTICLE III: HEALTH BENEFITS

The City shall maintain a Section 125 Flexible Benefits Plan (also referred to as a cafeteria plan), pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits. Because there may be changes to carriers and plans, the City shall not be required to provide specific insurance coverage and shall only be required to provide members with those benefits described in this section.

1. City's Employer Contribution for PERS Health Plan Benefits.

The amount required by Government Code section 22982 and the Public Employees' Medical and Hospital Care Act ("PEMHCA") shall be the City's Employer Contribution for PERS Health plan benefits on behalf of each eligible active employee and each eligible retiree. This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA health plan.

2. City's Health Flex Contribution for Section 125 Flexible Benefits Plan

Beginning January 1, 2024, the City shall pay an employer health flex contribution on behalf of each eligible active employee for medical insurance benefits under the City's Section 125 Flexible Benefits Plan equal to seventy five percent (75%) of the lowest cost medical plan offered by the City. The health flex contribution may only be used for medical insurance benefits and cannot be cashed out. Members may choose whichever PERS Health plan they desire and are eligible for. Such an election shall not change the City's Employer Contribution for PERS Health plan benefits or the Fringe Benefit Allowance of $541 per month.

3. Fringe Benefit Allowance

a. The City shall provide an allowance of $541 per month ("Fringe Benefit Allowance") to each member

b. This Fringe Benefit Allowance must be first applied towards any payment of monthly premiums for the CalPERS Health plan for members and their enrolled spouses, domestic partners, and dependents.

c. After the Fringe Benefit Allowance is applied towards any payment of monthly premiums for the PERS Health plan, any remaining portion of the Fringe Benefit Allowance can be used by an employee to offset the cost of participation in City-sponsored benefits that are available through the Flexible Benefits Plan, such as dental insurance, vision insurance, term life insurance, long-term disability insurance, Health Flexible Spending Account, and Dependent Care Flexible Spending . Employees shall be responsible for paying any difference between the costs of their selected benefits and the Fringe Benefit Allowance provided by the City.

d. If the Fringe Benefit Allowance is in excess of the cost of all selected benefits, the employee may take the difference in cash, which will be paid out proportionally across 26 pay periods. 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. A member may decline City-offered health plan coverage and participation in other Flexible Benefits Plan benefits for the member and/or a member's family.

f. A member who has declined City-offered health plan coverage and participation in other Flexible Benefits Plan benefits will receive cash in lieu in the amount of the Fringe Benefit Allowance if the member provides reasonable evidence of alternative minimum essential health coverage for themselves and their Tax Family (as defined below) that satisfies the eligible opt out arrangement conditions described below.

The eligible opt out arrangement conditions that must be satisfied in order for a member to receive compensation for opting out of City-sponsored health plan coverage are as follows:

i. The member and the member's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);

ii. A Tax Family means all individuals for whom the member reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the member's plan year for which the eligible opt out arrangement applies;

iii. The member must provide reasonable evidence of the alternative minimum essential coverage for the member and their Tax Family for applicable period. Reasonable evidence may include an attestation by the member;

iv. The member must provide the evidence/attestation every plan year;

v. The member must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and

vi. The compensation for opting out cannot be made if the City knows or has reason to know that the member or the member's Tax Family member does not have alternative minimum essential coverage.

g. **Long Term Disability Plan.** The City shall maintain a Long-Term Disability Plan. The City shall pay the premium of the Plan.

h. **Dental Cap.** The City shall maintain the dental benefit cap at $2,000.

i. **Health Flexible Spending Account and Dependent Care Flexible Spending Account.** The City will provide a Health Flexible Spending Account. A member may contribute up to the maximum contribution amount of $2,160.00 annually ($180.00 per month). The City will provide Dependent Care Flexible Spending Account. A member may contribute up to the maximum contribution amount of $5,000 annually ($416.66 per month) (or $2,500 if a member is married and filing separately). 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. **Dental Insurance Plan.** The City shall contribute the following amounts per month toward the member's Dental insurance plan:

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

k. **Vision Insurance**. The City shall pay member premium costs for the City's Vision Plan, up to $25.00 per month.

l. **Life Insurance.** City will provide on behalf of each member, $50,000 life insurance coverage paid by the City.

m. Any difference between the monthly premium due to coverage change and the Fringe Benefit Allowance shall be the responsibility of the member.

ARTICLE IV: CALPERS RETIRMENT BENEFITS

1. Retirement Plans:

a. Tier 1- CalPERS 2% @ 55 plan will be provided to all miscellaneous member employees hired prior to December 31, 2012 without a break in service of more than six months, are considered “Classic Members,”

b. Tier 2 - CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 are considered "new members" as defined under the Public Employees’ Pension Reform Act (PEPRA).

2. Contribution:

a. Tier 1 and Tier 2 miscellaneous bargaining unit members will pay the full member contribution rate required by CalPERS.

3. Survivor Benefits:

The City will provide 1959 Survivors Benefit Level Four for the Association. The employee cost will be $2 per month.

ARTICLE V: HOLIDAYS, VACATION, LEAVES

1. Holidays.

The City recognizes the following holidays:

- Martin Luther King Jr. Birthday (3rd Monday of January)
- Presidents Day (3"1 Monday of February)
- Memorial Day (Last Monday of May)
- Juneteenth (June 19)
- 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)

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

2. Sick Leave.

All members of the Union 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.

3. 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. Members may accrue vacation leave up to the following maximum leave balance based upon years of service as follows:

i) 0 to 9 years – 200 hours
ii) 10 or more years – 300 hours

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.

4. 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 donor 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.

5. Bereavement Leave.

Regular and probationary employees are entitled to bereavement leave due to the death of a family member as follows:

a. For purposes of this Section, "family member" means an employee's spouse/registered domestic partner, child (of either spouse/registered domestic partner), parent (of either spouse/registered domestic partner and including stepparent), sibling (including sibling-in-law), grandparent (of either spouse/registered domestic partner), and grandchild (of either spouse/registered domestic partner).

b. For the death of a family member within the state, bereavement leave shall be limited to three (3) paid working days (or shifts) and two (2) unpaid working days (or shifts), except that an employee may use vacation, sick, or compensatory time off that is otherwise available to the employee to substitute for unpaid time. For the death of a family member out of state, bereavement leave shall be limited to five (5) paid working days (or shifts).

c. Days of bereavement leave need not be consecutive but shall be completed within three months of the date of death of the family member.

d. If requested by the City, the employee, within thirty (30) days of the first day of leave, shall provide documentation of the death of the family member. As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

ARTICLE VI: MISCELLANEOUS OTHER PROVISIONS

1. Overtime Pay & Compensatory Time Off.

The City shall pay employees one and one-half times their regular rate of pay for authorized time worked in excess of an employee's regularly scheduled work shift and/or forty (40) hours per workweek.

Employees who work overtime may elect overtime compensation in the form of cash or banked time off (CTO). CTO shall accumulate at a rate of 1.5 hours for every overtime hour worked. Employees are encouraged to use CTO for time off purposes. All of an employee's accumulated CTO hours shall be cashed out at separation. There shall be no cash out of CTO during employment.

Effective the first full pay period after Council approval of this MOU, employees may accrue up to two hundred (200) hours of CTO. The City shall cash out all employees' accumulated CTO hours in excess of two hundred (200) in the first full pay period Council approval of this MOU.

Effective January 1, 2024, employees may accrue up to 120 hours of CTO. The City shall cash out all employees' accumulated CTO hours in excess of one hundred (120) in the first full pay period after January 1, 2024.

An employee at his or her CTO cap shall be paid overtime compensation in cash and shall not accrue CTO until his or her accrual level falls below the maximum.

2. Longevity Compensation

a. After nine (9) years of accumulated service with the City, an employee shall receive an additional five percent (5%) of base salary.

b. 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.

c. The parties agree that to the extent permitted by law, the City shall report this pay to CalPERS as special compensation under 2 CCR, Section 571(a)(1) and 571.1(b)(1) as Longevity Pay.

3. 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 be paid to Department of Public Safety uniformed clerical personnel.

The parties agree that for "classic members" (as defined by CalPERS), uniform allowance is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2. CCR, Section 571(a)(5) as uniform allowance. The parties agree it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Pursuant to CalPERS regulations, tool allowance is non-PERSable compensation.

4. Safety Boot Allowance.

Members in this unit who are required by the City to wear safety boots are eligible to receive once a fiscal year a boot reimbursement up to $225 based upon submitted receipts.

5. Prescription Safety Glasses

If an employee's department head determines there is a need for an employee to use safety glasses as part of his/her job, the employee may be reimbursed up to $200 per fiscal year for the purchase of prescription safety glasses. Employees must submit a receipt(s) to the Personnel Officer or designee that indicates the glasses purchased are for safety on the job. The employee will be reimbursed within thirty (30) days from the date Finance receives the reimbursement request from the employee’s department head. The Personnel Officer or designee shall forward the employee’s request for reimbursement to Finance within thirty (30) days of it being submitted.

6. Public Works Re-Certifications

The City shall reimburse Public Works employees for the cost of attending courses or taking examinations necessary to maintain existing certifications that are directly job related. To be eligible for reimbursement, the employee must obtain prior approval from the Personnel Officer or designee. Time spent in such required courses or examinations is compensable time.

7. 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.

8. 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.

9. On-Call Pay.

Members in this unit who are assigned to be on-call during a week shall receive eight (8) hours of straight time pay for the week in which they are on-call in addition to any call-back pay. During the on-call assignment, the employee will need to:

a. Be available by telephone or cell phone;
b. Be able to respond to a call-back assignment including refraining from drinking alcohol during the on-call assignment period; and,
c. Respond to any call-back assignment within 30 minutes of receiving a call.

At times, the Public Works Director or designee may need to assign additional employees to be designated as on-call for specific days beyond those assigned for the weekly assignment. Those assigned on a daily basis shall need to meet all the on-call duty assignment requirements for that day and shall receive one hour of straight pay for each day they are assigned on a daily basis in addition to any call-back pay. In an event an individual serves 7 consecutive days on an on-call basis, they shall receive 8 hours of pay instead of 7 hours of pay for those on-call work days.

For emergency on-call as required by the Director of Public Works or designee (typically storms, flooding and other weather-related incidents), an individual who is assigned to be on-call shall receive two (2) hours of pay for that on-call workday that is not their normal on-call shift.

10. On-Call Vehicle.

Public works employees assigned to be on-call may coordinate with their supervisor to take home a City vehicle and shall maintain a log of their vehicle's usage.

11. 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.

12. Bilingual Pay.

A fifty dollars ($50) per pay period salary increase shall be granted to up to two (2) employees 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.

In addition to the two designated bilingual pay individuals in the unit, the position of Police Community Services Officers may be paid bilingual pay if they meet the qualifications and are approved by the City. In addition, a department head may recommend additional employees with bilingual skills to receive bilingual pay if:

a. The department has a pressing need that is not being met with the current bilingual pay designees; and,
b. The City Manager concurs with the department head’s assessment.

The parties agree that to the extent permitted by law, the City shall report this pay to CalPERS as special compensation under 2 CCR, Section 571(a0(4) and 571.1(b)(3) as Bilingual Premium.

13. Bargaining Duties

The City and the Union will meet and consult when the City adds or removes classifications from the bargaining unit.

14. Paid Release Time

UWUA may select up to four officers. UWUA officers may spend a reasonable amount of paid time on union-related business, such as meeting and conferring, representing UWUA and/or members in grievances, or other matters regarding employer/employee relations. Prior to spending time on union-related business, Officers shall first obtain permission from their immediate supervisor and inform them of the general nature of the business. Permission to use the time for union-related business shall be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the officer shall be, if possible, immediately informed when time may be available.

The City will grant all UWUA members one hour of paid time to attend a union meeting in contract bargaining years. The Human Resources Director or designee shall be notified of in advance of the use of this time and will then send written notice of the meeting to the supervisors of UWUA members. Prior to attending the annual union meeting, each employee shall first obtain permission from their immediate supervisor. Permission shall be granted promptly unless such absence would cause undue interruption of work.

15. Duration of Agreement

This agreement shall continue in full force through and including June 30, 2025.

City of Marina

____
Layne Long, City Manager

____
(Date)

Utility Workers Union of America,
Local 614, AFL-CIO

____
Michaelle Mowery, President

____
(Date)

____
Richard Pasarelli, UWUA Senior National Representative

____
(Date)

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARINA AND THE MANAGEMENT
EMPLOYEES ASSOCIATION OF MARINA
2023-2025

This Agreement is entered into by and between the City of Marina and the Mid-Management Employees effective July 1, 2023, and shall extend the current MOU through June 30, 2025. The Parties agree to the following Terms and Conditions

1. **Term**
   A. Expires June 30, 2025

2. **Salary**
   A. **General Salary Increases:**

      Year 1 - Effective the first full pay period after July 1, 2023, all classifications shall receive a four percent (4%) increase to base salary.

      Year 2 - Effective the first full pay period after July 1, 2024, all classifications shall receive a four percent (4%) increase to base salary.

3. **Salary Study Preparation:** The City will continue to conduct salary surveys and is open to bring MMEA classifications within 10% of the current market salary rate for each classification, with an initial focus on employees who are under ten percent (-10%) or more, of current market salary data. The salary survey/study includes hourly wages offered for each position as well as discussion on "total compensation (including all offered benefits for listed positions). The comparable cities shall include Gilroy, Hollister, Monterey, Pacific Grove, Salinas, Seaside, San Luis Obispo and Watsonville. *For positions that may be difficult to compare to our standard comparable agencies, we may look at additional comparable agencies of various sizes and structures, that may more closely reflect the City of Marina size, structure, and operations.

   - By agreeing to conduct the survey the City assumes no obligation regarding salary adjustments for the succeeding bargaining agreement(s)

4. **Medical, Dental & Vision, Flexible Benefit Plan**
   A. Effective January 1, 2024, the City shall contribute towards the monthly insurance premium equal to 75% of the lowest cost medical plan offered by the City.

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

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	$20.00	$20.00	$20.00

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

E. 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.

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 shall be provided to the employee 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

5. **Life Insurance:** City will provide on behalf of each member $50,000.00 life insurance coverage at a cost to employee effective January 1, 2024

6. **Long Term Care Disability:** City will provide on behalf of each member Long Term Disability which will pay 60% of pre disability earnings up to a max of $180,000.

7. **<u>Retirement</u>:** 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
         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 PEPRA

   B. **Contributions**
      1. Effective January 1, 2013 Tier 1 and Tier 2 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 PEPRA

      3. The City will include in reportable wages to PERS the City payment of the Mid-Management member's PERS contribution. It is agreed any costs that are incurred by the City will be assumed by the Mid-Management member.

8. **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.

9. **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)
      - Juneteenth (June 19)
      - 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

10. **<u>Leaves:</u>** Leave for Mid-Management members shall accrue and be administered, as follows:

    A. **<u>Administrative Leave</u>**. Members shall receive one hundred (100) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Maximum Administrative Leave Accrual for Members of this Association will be two hundred forty hours (240). Unused Administrative Leave shall be paid at current salary upon termination of employment to a maximum of two hundred (240) hours.

    B. **<u>Cash-out:</u>** The City will pay each Member at their request a maximum amount of sixty (60) hours of administrative leave each fiscal year, at the Member's individual regular rate of pay upon 30 days' notice to payroll.

    C. **<u>Vacation:</u>** Vacation time shall be accrued as described in the City Personnel Rules. Maximum Vacation Accrual for Members of this Association will be as follows: A) 0 to 10 years of service – two hundred (200) hours B) 10 or more years of service – three hundred (300) hours. Unused Vacation Accrual shall be paid at the current salary upon termination of employment to a maximum of three hundred (300) hours of vacation leave.

        a. 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.

    D. **<u>Sick Leave:</u>** 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.

11. **<u>Longevity Compensation</u>**
    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.

12. **<u>Severance Pay</u>**: Provide one (1) month's severance pay for the layoff or reductions in force causing the termination of any member of this group.

13. **<u>Physical</u>**: 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.
13. **<u>Bilingual Pay</u>:** 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.

14. **<u>Cell Phone Stipend</u>:** Members of this unit may be required to have a cell phone as determined by their director and approved by the City Manager. The City will either provide a cell phone or the employee may elect to use their private cell phones during the course of business, including on-call services, after hours communications and/or use of data to research and access information during hearings, meetings, and/or presentations to the public for applicants/citizens, shall be provided with a monthly "Cell Phone Stipend" In the amount of $25 per month, to be paid on the first pay period of each month (12 times a year).

    The stipend shall cover a portion of the wireless carrier contract. The City shall not be obligated to provide any equipment or replace equipment resulting from normal daily use (including on the job). Drops, abuse, loss, or requirement to submit the device subject to court order/subpoena. The employee shall bear all responsibility for equipment upgrades and/or replacement, including phone cases, and wired or wireless headsets or any other extraneous devices.

15. **<u>Tuition Assistance</u>**: Without a commitment to the program, the City is willing to study the issue and look for a City-wide program within the next year.

16. **<u>Catastrophic Leave</u>**: 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 done 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.

17. **Bereavement Leave:**
Regular and probationary employees are entitled to bereavement leave due to the death of a family member as follows:

a. For purposes of this Section, “family member” means an employee’s spouse (including domestic partner), child of either spouse), parent (of either spouse and including stepparent), sibling (including sibling-in-law), grandparent (of either spouse), and grandchild (of either spouse).

b. For the death of a family member within the state, bereavement leave shall be limited to three (3) paid working days (or shifts) and two (2) unpaid working days (or shifts), except that an employee may use vacation, sick, or compensatory time off that is otherwise available to the employee to substitute for unpaid time. For the death of a family member out of state, bereavement leave shall be limited to five (5) paid working days (or shifts).

c. Days of bereavement leave need not be consecutive but shall be completed within three months of the date of death of the family member.

d. If requested by the City, the employee, within thirty (30) days of the first day of leave, shall provide documentation of the death of the family member. As used in this section, “documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

18. **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.

EXHIBIT A

<u>Duration of this</u> agreement: This agreement shall take effect on July 1, 2023 and shall continue in force to and including June 30, 2025. 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.

Salary Effective 7/1/2023:

Title	Step A	Step B	Step C	Step D	Step E
Chief Building Official	$59.7042	$62.6894	$65.8239	$69.1151	$72.5708
PW Superintendent	$51.0971	$53.6519	$56.3345	$59.1512	$62.1087
Airport Services Manager	$51.1994	$53.7594	$56.4474	$59.2697	$62.2333
Planning Services Manager	$59.6960	$62.6808	$65.8148	$69.1056	$72.5609
Senior Planner	$49.7891	$52.2785	$54.8924	$57.6371	$60.5188
Management Analyst	$37.0120	$37.6490	$39.6616	$41.6447	$43.7269
Associate Civil Engineer	$47.7271	$50.1133	$52.6190	$55.2500	$58.0117
Senior Management Analyst	$39.8087	$41.7991	$43.8891	$46.0835	$48.3878
City Engineer	$69.4871	$72.9614	$76.6095	$80.4399	$84.4619

CITY OF MARINA

By:__________________________

Date:_________________________

MID-MANAGEMENT EMPLOYEES ASSOCIATION

By:__________________________

Date:_________________________

October 17, 2023 Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
October 17, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING MOU LABOR AGREEMENTS BETWEEN THE CITY OF MARINA AND THE BELOW LISTED EMPLOYEE AND LABOR GROUPS AND AN AMENDMENT TO CITY SALARY SCHEDULE FOR FISCAL 2023/24

RECOMMENDATION It is recommended that the City Council approve the following:

1. Approving Resolution No. 2023-, adopting an MOU between the City and the Utility Workers Union of America (UWUA), the Mid-Management Employees Association (MMEA), Marina Police Officers' Association (MPOA), Unrepresented and Confidential employees **(EXHIBIT A)**, and;
2. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

California Government Code Section 3500, et seq., (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours and other terms and conditions of employment. The City's general pattern of negotiations has been to consider both competitive market considerations and appropriate cost of living adjustments. City Management and the representatives of the Utility Workers Union of America (UWUA), Marina Police Officers' Association (MPOA), and the Mid-Management Employees Association (MMEA) began negotiations in earlier this year regarding terms of new Memorandum of Understanding (MOU), as the previous terms for the above-listed employee groups were set to expire on June 30, 2023.

Additionally, during the last year several employees were classified as Unrepresented and/or Confidential, changes to salary and benefits for these classifications have also been discussed. Final MOU agreements are now before the City Council for approval.

ANALYSIS:

The policy goals communicated to the negotiating team by the City Council for this negotiation included recognizing employee commitment and dedication to the City with compensation increases and benefit contribution increases to better align with the job market and increased cost of living. The labor market has changed, competitive employee attraction and retention efforts are necessary and staffing shortages are affecting all industries. This alignment is intended to enhance employee retention and provide competitive recruitment efforts. The proposed salary and benefit adjustments are based on comparing salary data with comparable cities, similar in size, demographics, and services to the public.

The proposed MOUs reflect the agreements reached with each employee group/association. Each MOU presented for City Council approval has been approved by each Association's governing board and their respective memberships. City staff was able to reach agreement with the above-listed employee groups for a two-year term. Agreements set for two-year terms are advantageous, as they promote stability within the organization and enable the City to more accurately forecast salary expenditures over the next two years. MOU Language varies by bargaining group, with all having effective dates as of July 1, 2023, through June 30, 2025.

Summary of major changes to terms and conditions of the MOUs are as follows:

1. Term – July 1, 2023 – June 30, 2025
2. Salary - 4% increase effective the first pay period after July 1, 2023.
   - 4% increase effective the first pay period after July 1, 2024.
3. Health Benefits – 75% of lowest cost premium offered by the City.
4. Holiday – additional holiday added June 19th, in observation of Juneteenth.
5. Language clean-up and clarification.

FISCAL IMPACT:

The fiscal impact of the proposed increases to the Labor Groups presented to Council are approximately $458,000 for FY23 and approximately $478,000 for FY24. The below breakdown per group is included as reference.

UWUA: FY23 is approximately $153,000 and FY24 is approximately $161,000. Over the two-year MOU labor agreement, the estimated costs to the City is $314,000.

POA: FY23 is approximately $203,000 and FY24 is approximately $212,000. Over the two-year MOU labor agreement, the estimated costs to the City is $415,000.

MMEA: FY23 is approximately $66,000 and FY24 is approximately $69,000. Over the two-year MOU labor agreement, the estimated costs to the City is $135,000

Unrepresented/Confidential: FY23 is approximately $36,000 and FY24 is approximately $40,000. Over the two-year MOU labor agreement, the estimated costs to the City is $76,000

Respectfully submitted,

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Belinda Varela, Director
Human Resources/Risk Management
City of Marina

REVIEWED/CONCUR:

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Layne P. Long
City Manager
City of Marina