

RESOLUTION NO. 2025-111

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MARINA AND THE MID-MANAGEMENT EMPLOYEES ASSOCIATION (MMEA) BARGAINING GROUP, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU, AND AN AMENDING THE CITY SALARY SCHEDULE FOR FISCAL YEARS 25/26 AND 26/27.

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Mid-Management Employees Association (MMEA) expired on June 30, 2025; and

WHEREAS, the City of Marina and the MMEA 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, 2027, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU for the MMEA, is approximately \$55,000 for FY 25-26 and approximately \$58,000 for FY 26-27. For a total of \$113,000 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 in the current FY 2025-2027 and FY 2026-2027 budget.

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

1. Adopt a new a Memorandum of Understanding (MOU) between the City of Marina and the Mid-Management Employees Association (MMEA); and
2. Authorize the City Manager to execute the MOU; and
3. Amend the City salary schedule for Fiscal Years 2025-26 and 2026-27; and
4. 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 October 2025, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARINA AND THE MANAGEMENT
EMPLOYEES ASSOCIATION OF MARINA
2025-2027

This Agreement is entered into by and between the City of Marina and the Mid-Management Employees effective July 1, 2025, and shall extend the current MOU through June 30, 2027. The Parties agree to the following Terms and Conditions

1. **Term**

A. Expires June 30, 2027

2. **Salary**

A. **General Salary Increases:**

Year 1 - Effective the first full pay period after July 1, 2025, all classifications shall receive a four percent (3.5%) increase to base salary.

Year 2 - Effective the first full pay period after July 1, 2026, all classifications shall receive a four percent (3.5%) 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 \$3,500 annually (\$291 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$7,500 annually (\$625 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. **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
 - 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

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 PEPR
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. **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. 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. **Cash-out:** 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. **Vacation:** 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. **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.
11. **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.
12. **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.
13. **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.

13. **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.

14. **Cell Phone Stipend:** 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. **Tuition Assistance:** 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. **Safety Boot Allowance:** If the department head of the Chief Building Official, Public Works Superintendent or Airport Manager determines there is a need for these positions to use safety boots as part of their job, the employee may be reimbursed up to \$225.00 per fiscal year for the purchase of safety boots. Employees must submit receipts to the Personnel Officer or designee that indicates the boots are purchased for safety on the job. The Personnel Officer or designee shall forward the employee's request for reimbursement to Finance within thirty (30) days of it being submitted. The employee will be reimbursed within thirty (30) days from the date Finance received the reimbursement request from the Personnel Officer or designee.

17. **Prescription Safety Glasses:** If the department head of the Chief Building Official, Public Works Superintendent or Airport Manager determines there is a need for these positions to use prescription safety glasses as part of their job, the employee may be reimbursed up to \$225.00 per fiscal year for the purchase of prescription safety glasses. Employees must submit receipts to the Personnel Officer or designee that indicates the glasses are purchased for safety on the job. The Personnel Officer or designee shall forward the employee's request for reimbursement to Finance within thirty (30) days of it being submitted. The employee will be reimbursed within thirty (30) days from the date Finance received the reimbursement request from the Personnel Officer or designee.

18. **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.

19. **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.

20. **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.

Duration of this agreement: This agreement shall take effect on July 1, 2025, and shall continue in force to and including June 30, 2027. 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 7/1/2025:

TITLE	A	B	C	D	E
Airport Services Manager	\$55.1111	\$57.8666	\$60.7599	\$63.7979	\$66.9879
Chief Building Official	\$64.2656	\$67.4789	\$70.8529	\$74.3955	\$78.1152
City Engineer	\$74.7959	\$78.5357	\$82.4625	\$86.5856	\$90.9148
Management Analyst	\$38.8023	\$40.7424	\$42.7795	\$44.9185	\$47.1644
Planning Services Manager	\$64.2567	\$67.4696	\$70.8430	\$74.3852	\$78.1045
Recreation Manager	\$46.3680	\$48.8727	\$51.4499	\$54.1616	\$57.0078
Sr. Management Analyst	\$42.8500	\$44.9927	\$47.2423	\$49.6044	\$52.0846
Sr. Planner	\$53.5930	\$56.2725	\$59.0862	\$62.0406	\$65.1425
Superintendent	\$55.0009	\$57.7509	\$60.6385	\$63.6703	\$66.8538

Salary Effective 7/1/2026:

TITLE	A	B	C	D	E
Airport Services Manager	\$57.0400	\$59.8919	\$62.8865	\$66.0308	\$69.3325
Chief Building Official	\$66.5149	\$69.8407	\$73.3328	\$76.9993	\$80.8492
City Engineer	\$77.4138	\$81.2844	\$85.3487	\$89.6161	\$94.0968
Management Analyst	\$40.1604	\$42.1684	\$44.2768	\$46.4906	\$48.8152
Planning Services Manager	\$66.5057	\$69.8310	\$73.3225	\$76.9887	\$80.8382
Recreation Manager	\$47.9909	\$50.5832	\$53.2506	\$56.0573	\$59.0031
Sr. Management Analyst	\$44.3498	\$46.5674	\$48.8958	\$51.3406	\$53.9076
Sr. Planner	\$55.4688	\$58.2420	\$61.1542	\$64.2120	\$67.4225
Superintendent	\$56.9259	\$59.7722	\$62.7608	\$65.8988	\$69.1937

CITY OF MARINA

MID-MANAGEMENT EMPLOYEES
ASSOCIATION

By: _____

By: _____

Date: _____

Date: _____

CITY OF MARINA – MANAGEMENT EMPLOYEES ASSOCIATION OF MARINA (MMEA)

TENTATIVE AGREEMENT

SEPTEMBER 29, 2025

Having met and conferred in good faith over terms and conditions of a successor memorandum of understanding, the parties hereby agree as follows:

1. TERM

July 1, 2025 – June 30, 2027.

2. SALARY

A. General Salary Increases:

Year 1: - Effective the first full pay period after July 1, 2025, all classifications shall receive a three and a half percent (3.5%) increase to base salary.

Year 2: - Effective the first full pay period after July 1, 2026, all classifications shall receive a three and a half percent (3.5%) increase to base salary

3. SAFETY BOOT ALLOWANCE

Add to MOU:

If the Department Head of the Chief Building Official, Public Works Superintendent or Airport Manager determines that there is a need for these positions to use safety boots as part of their job, the employee may be reimbursed up to \$225.00 per fiscal year for the purchase of safety boots. Employees must submit receipts for the purchase of safety boots to the Personnel Officer or designee that indicates the boots are purchased for safety on the job. The Personnel Officer or designee shall forward the employees request for reimbursement to Finance within thirty (30) days of the reimbursement request is submitted. The employee will be reimbursed within thirty (30) days from the date Finance received the reimbursement request from the Personnel Officer or designee.

4. PRESCRIPTION SAFETY GLASSES

Add to MOU:

If the Department Head of the Chief Building Official, Public Works Superintendent or Airport Manager determines that there is a need for these positions to use prescription safety glasses as part of their job, the employee may be reimbursed up to \$225.00 per fiscal year for the purchase of prescription safety glasses. Employees must submit receipts for the purchase of prescription safety glasses to the Personnel Officer or designee that indicates the prescription safety glasses are purchased for safety on the job. The Personnel Officer or designee shall forward the employees request for reimbursement to Finance within thirty (30) days of the

reimbursement request is submitted. The employee will be reimbursed within thirty (30) days from the date Finance received the reimbursement request from the Personnel Officer or designee.

TENTATIVE AGREEMENT

By affixing signatures below, each representative agrees to recommend ratification/approval of the above package to its respective constituents.

FOR MMEA

FOR THE CITY OF MARINA

Cleyson Hunter 10/01/25

Date



10/1/25

Date

Andrea Diallo 10/1/2025



10/1/25

10/2/25

October 7, 2025

Item No. **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
October 7, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF MARINA AND THE MID-MANAGEMENT
EMPLOYEES' ASSOCIATION, AUTHORIZING THE CITY MANAGER
SUCH MOU, AND AMENDING THE CITY SALARY SCHEDULE FOR
FISCAL YEARS 25/26 AND 26/27.**

RECOMMENDATION It is recommended that the City Council approve Resolution No. 2025-, approve the following:

1. Adopting an MOU between the City and the Mid-Management Employees Association (MMEA) Bargaining Group (**EXHIBIT A**), and;
2. Authorizing the City Manager to execute the MOU; and
3. Amending the City salary schedule for Fiscal Years 2025-26 and 2026-27; and
4. 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 Mid-Management Employees Association (MMEA) began negotiations 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, 2025. The final MOU is now before the City Council for approval.

ANALYSIS:

The policy goals communicated to the negotiating team by the City Council for this negotiation included considerations of the job market and increased cost of living. This agreement is intended to enhance employee retention and provide competitive salaries. 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 MOU reflects the agreements reached with the employee group. The MOU presented for City Council approval has been approved by the MMEA's membership, the signed tentative agreement is attached to the staff report (**EXHIBIT B**). City staff was able to reach agreement with the above-listed employee group 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. The MOU will be effective as of July 1, 2025, through June 30, 2027.

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

1. Term – July 1, 2025 – June 30, 2027
2. Salary - 3.5% increase effective the first pay period after July 1, 2025.
- 3.5% increase effective the first pay period after July 1, 2026.
3. Safety Boot Allowance for specific positions.
4. Prescription Safety Glasses Allowance for specific positions.

FISCAL IMPACT:

The fiscal impact of the proposed increases to the MMEA Labor Group presented to Council are approximately \$55,000 for FY 25-26 and approximately \$58,000 for FY 26-27. For a total of \$113,000 over the term of the two-year agreement.

At this time, a budget amendment is not needed. The remaining difference is anticipated to come from savings in other line items.

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina