RESOLUTION NO. 2025-118

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MARINA AND THE UTILITY WORKERS UNION OF AMERICA, LOCAL 614, AFL-CIO (UWUA) LABOR GROUP AND THE MARINA PROFESSIONAL FIRE FIGHTERS ASSOCIATION (MPFFA), AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU, AND AN AMENDMENT TO THE CITY SALARY SCHEDULE FOR FISCAL YEARS 25/26 AND 26/27.

WHEREAS, the existing Memorandum of Understandings between the City of Marina and the Utility Workers Union of America (UWUA) and the Marina Professional Fire Fighters Association (MPFFA) expired on June 30, 2025; and

WHEREAS, the City of Marina met and conferred in good faith with the UWUA and the MPFFA 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 UWUA and the MPFFA, is approximately $262,000 for FY 25-26 and approximately $275,000 for FY 26-27. For a total of $537,000 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 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 Utility Workers Union of America (UWUA) and the Marina Professional Firefighters Association (MPFFA); 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 21st 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 UTILITY WORKERS UNION OF AMERICA, LOCAL 614, AFL-CIO

July 1, 2025 - June 30, 2027

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, 2025, all classifications shall receive a three and half percent (3.5%) increase to base salary.

2. Year 2

Effective the first full pay period after July 1, 2026, all classifications shall receive a three and half percent (3.5%) 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 $3,400.00 annually ($283.00 per month). The City will provide Dependent Care Flexible Spending Account. A member may contribute up to the maximum contribution amount of $7,500.00 annually ($625.00 per month) (or $3,750 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 January 1, 2024, employees may accrue up to 120 hours of CTO. The City cashed 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 $250 based upon submitted receipts. Employees must submit receipts to the Personnel Officer or designee that indicate 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.

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 $225 per fiscal year for the purchase of prescription safety glasses. Employees must submit receipts to the Personnel Officer or designee that indicate the prescription safety 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.

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 three (3) 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 three 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, 2027.

City of Marina	Utility Workers Union of America, Local 614, AFL-CIO
______________________________	______________________________
Belinda Varela, Director Human Resources & Risk Management	Michaelle Mowery, President
______________________________	______________________________
(Date)	(Date)

EXHIBIT A

____
Andrew M. Aller, Esq.
Lead Negotiator

____
(Date)

____
Marisa Huntley, Vice President

____
(Date)

____
Layne Long, City Manager

____
(Date)

____
Darryl Taylor, UWUA
National Representative

____
(Date)

EXHIBIT B

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA PROFESSIONAL FIREFIGHTERS ASSOCIATION
July 1, 2025 - June 30, 2027

ARTICLE I: PREAMBLE

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

WHEREAS, pursuant to the provisions of the "Meyers-Millais-Brown Act" Section 3500, et seq. of the Government Code of the State of California, the City, through its Employee Relations Officer and other designated representatives , and the designated representatives of the Marina Professional Firefighters Association, hereinafter referred to as "Association," have been engaged in a series of meet-and-confer sessions relating to salaries and related matters for the contract term of July 1, 2025 - June 30, 2027.

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

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

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

ARTICLE II: MANAGEMENT RIGHTS

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

ARTICLE III: NON-DISCRIMINATION

Section 1.
The City or the Association shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of

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

Section 2.
The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the Association without discrimination, interference, restraint, or coercion.

Section 3.
The provisions of this Agreement shall be applied equally to all employees in the Association without discrimination as to age, sex/gender, gender orientation, gender identification, marital status, race, color, creed, medical status, disability, national origin, religion, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE IV: ADMINISTRATIVE PROCEDURE

Section 1. Payroll Deductions on Behalf of Association
The Association may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by the Association upon written authorization of the employees represented by the Association represented on forms provided therefore by the City Finance Department and Human Resource Department. The providing of such service to the Association by the City shall be in accordance with applicable administrative procedures.

Section 2. Use of Copy Machine
The Association shall have access to the City's copy machine for reproducing Association material. Copies may be obtained through the City's designated representative, who will make the copies and retain a record for billing purposes. The City shall charge ($0.20) twenty cents per copy, to be billed to the Association.

ARTICLE V: COMPENSATION AND BENEFITS

Section 1. Wages
All unit classifications shall be paid the rates reflected on the July 1, 2025, Salary Table contained in Exhibit "A". The published rates on the July 1, 2025, Table include the increase listed in Section A below.

A. Effective the first full pay period after July 1, 2025, all unit classifications will receive a salary increase of 4%.

   Effective the first full pay period after July 1, 2026, all unit classifications will receive a salary increase of 4%.

Section 2. Medical, Dental, Vision, Life, Flexible Benefit Plan & Retirement
City shall provide an allowance of $541 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance, Term Life Insurance, Medical

Expense Reimbursement Account and Dependent Care Reimbursement account. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.

MEDICAL:

A. The city will continue to pay 75% of the low-cost plan offered; or a fixed premium contribution towards PERS Platinum of $571 for a single employee, $1142 for an employee + 1 and $1484 for an employee +2 or more for Health Plan year 2025.

B. Effective January 1, 2026, the City will continue to pay 75% of the low-cost plan offered towards all insurance premiums in the City plans including, but not limited to, PERS Platinum. The language from section A above "…or a fixed premium contribution towards PERS Platinum of $571 for a single employee, $1,142 for an employee +1 and $1,484 for an employee +2 or more," shall be removed and no longer applicable

C. Employees opting out of the City's health plan shall receive $541 a month in cash. Any excess cash beyond premium payments will continue to be cash back to the employee.

DENTAL:

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

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

VISION:

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

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

LIFE INSURANCE:

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

FLEXIBLE SPENDING ACCOUNT:

A. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed $3,400 annually ($283.33 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.

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

RETIREMENT:

A. The City shall provide retirement benefits for each unit classification under the Public Employees' Retirement System (PERS), as follows:
   1. Retirement Plans
      - Tier 1 – CalPERS 3%@ 50 provided to all sworn safety member employees hired prior to December 31, 2012 or considered Classic members.
      - Tier 2 – CalPERS 2.7% @ 57 plan to all sworn safety member hired on or after January 1, 2013 who are new members as defined under the PEPRA.

   1. Contributions
      - Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
      - Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

SURVIVOR BENFITS

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

Section 3. Work-Week:
For the covered Firefighter classifications, the City shall recognize a 24-hour work day, 56-hour work week, and 2,912 work hours per year. All accruals shall be based on this work schedule, except when otherwise specified.

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

Section 4. Overtime/Compensatory Time:
The City shall count paid leave time as "hours worked" for the purpose of determining overtime. The City shall administer Overtime/Compensatory Time in accordance with Section 29, United States Code §207 (k) of the Fair Labor Standards Act ("FLSA").

A. Compensatory time, vacation and sick leave shall be counted for the purpose of computing overtime. Compensatory Time Off may be taken in conjunction with

Vacation Leave, at the discretion of the Fire Chief. At the time an employee submits a time sheet, the employee shall elect whether to receive pay or Compensatory Time for any overtime.

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

Section 5. Working Out of Class

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

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

Section 6. On-call Duty Chief

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

Section 7. Portal to Portal

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

Section 8. Educational or Certificate Incentive Pay

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

A. At no time shall an employee be granted incentive pay for both an educational degree and a fire training certificate should both be attained by an employee.

B. If an academic incentive pay is elected the employee shall be awarded an Educational Incentive only. No incentive pay for a Fire Certification will be granted when Educational Incentive pay has been requested and granted. Educational Incentive pay shall be paid at 2.5% of base pay for each degree as listed below:

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

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

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

Section 9. Tuition Reimbursement
Firefighter personnel may be reimbursed for Fire-related course work completed through the Junior College level in an established and approved degree program.

Section 10. Uniform Allowance
A uniform allowance of $600 per year shall be provided. The allowance shall be paid to Fire Classification employees on a bi-weekly basis. Fire Classification employees shall be provided with uniforms and equipment.

Section 11. Vacation Leave Accrual

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

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

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

- Maximum payout of vacation accrual for compensation at time of separation of employment shall be 200 hours.

Section 12. Sick Leave Accrual:

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

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

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

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

Section 13. Holiday Leave

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

Section 14. Longevity Compensation

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

OR

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

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

Section 15. Bi-Lingual Pay

A. A fifty-dollar ($50) salary stipend per pay period shall be paid to employees, designated by the City, who are fluent in both English and Spanish, and who provide bilingual interpreter services.

B. Eligibility for English-Spanish interpreter's pay under this section shall be determined by successfully passing the English-Spanish interpreter's oral test administered by a designated qualified test administrator or other agency as approved by the City's Human Resources Department. The Fire Chief may also assign one bi-lingual interpreter for each shift.

Section 16. Workforce Reduction

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

Section 17. Call-Back

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

Section 18. Severance:

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

Section 19. Bereavement Leave:

A. Bereavement Leave shall be available for an employee having a regular or probationary appointment for a necessary leave from duty because of the death or critical illness, where death appears imminent, of a member of the immediate family. For purposes of this Section, the immediate family of an employee shall include his or her spouse and the following relatives: children of either spouse, either's parents including stepmother and stepfather, brothers or sisters including brother-in-law and sister-in-law, and either's grandparents or grandchildren.

B. Said Leave shall be limited to three (3) working days (or shifts) within the state and two additional working days (or shifts) out of state per calendar year. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation or Sick Leave.

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

Section 20. Catastrophic Leave:

A. Catastrophic leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, administrative, sick and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, mother, step-father, step-mother, father- in-law, mother-in-law , brother, sister, brother-in-law , sister- in-law, grandparent or grandchild. Both the donor and the recipient must be non-probationary, regular, full-time employees.

B. Catastrophic Leave requests shall conform to the following criteria as well as Internal Revenue Service requirements:

- Requests for donation of accrued vacation, administrative, sick and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.

- All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.
- The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.
- Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the recipient as sick leave.
- Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve-month period.

Section 21: Mutual-Aid Assignment Recovery Period

A. Firefighters returning from mutual-aid assignments in excess of 14 days or longer, will be granted up to 12 hours of paid time off through the completion of their shift, upon returning on a regularly scheduled workday. If a firefighter returns on a regularly scheduled day off, the recovery period paid time off will not be applied.

ARTICLE VI: VOLUNTEERS

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

ARTICLE VII: NO STRIKE OR LOCKOUT

Section 1.
The Association and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there shall be no strike or lockout.

Section 2.
In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Association, provided the Association promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Association notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

Section 3.
In the event that such action by the Association has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Association who participates in such strike, slow-up or stoppage; and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE VIII: SUPPLEMENTARY TERMS AND CONDITIONS

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

FISCAL YEAR 2027-2028 SUCCESSOR MOU NEGOTIATIONS

City agrees to commence Fiscal Year 2027-2028 successor MOU negotiations upon MPFFA request no later than March 31, 2027.

RE-OPENER

During the term of this agreement, upon the request of the MPFFA, the parties shall engage in a limited re-opener and meet and confer only on the issue of a wellness policy. This re-openeer in no way obligates either party beyond the agreement to meet and confer on the issue.

ARTICLE IX: DURATION OF 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.

CITY OF MARINA	MARINA PROFESSIONAL FIRE FIGHTERS ASSOCIATION
______________________________	______________________________
Belinda Varela, Director Human Resources & Risk Management	Anthony Goncalves, President
______________________________	______________________________
(Date)	(Date)
______________________________	______________________________
Andrew M. Aller, Esq. Lead Negotiator	Stuart D. Adams, Esq
______________________________	______________________________
(Date)	(Date)
______________________________	
Layne Long, City Manager	
______________________________	
(Date)	

EXHIBIT C

UWUA Salary Table Amendments - July 2025

Class	A	B	C	D	E
Account Tech	$33.8517	$35.6009	$37.3809	$39.2499	$41.2124
Administrative Asst II	$30.1805	$31.6895	$33.2740	$34.9378	$36.6846
Arborist/Landscape Architect/Botanist	$40.0529	$42.0556	$44.1584	$46.3663	$48.6846
Assistant Civil Engineer	$44.4398	$46.6618	$48.9950	$51.4446	$54.0169
Assistant Planner	$40.4773	$42.5012	$44.6262	$46.8575	$49.2004
Associate Civil Engineer	$48.1926	$50.6016	$53.3253	$55.7876	$58.5777
Associate Planner	$44.0434	$46.2456	$48.5580	$50.9858	$53.5351
Building Inspector	$38.8111	$40.7515	$42.7891	$44.9242	$45.3605
Code Enforcement Manager	$47.9056	$50.3009	$52.8159	$55.4567	$58.2295
Communications Manager	$50.4419	$52.9640	$55.6122	$58.3929	$61.3125
Community Services Officer	$32.4673	$34.0906	$35.7952	$37.5850	$39.4642
Housing Manager	$52.9232	$55.5694	$58.3478	$61.2652	$64.3285
Mechanic	$37.8311	$39.7227	$41.7087	$43.7942	$45.9839
Mechanic Assistant	$26.9528	$28.3005	$29.7156	$31.2013	$32.7613
Permit Technician	$35.8889	$37.6833	$39.5675	$41.5459	$43.6232
Police Records Supervisor	$40.3300	$42.3465	$44.4638	$46.6870	$49.0214
Police Records Technician	$31.2927	$32.8573	$34.5004	$36.2253	$38.0366
Police Service Specialist	$34.9739	$36.7225	$38.5587	$40.4867	$42.5109
Property & Evidence Tech.	$34.4647	$36.1881	$37.9973	$39.8972	$41.8920
PW Mtc Worker I	$27.1785	$28.5374	$29.9643	$31.4625	$33.0355
PW Mtc Worker II	$29.8935	$31.3880	$32.9575	$34.6054	$36.3356
PW Section Crew Lead	$41.0477	$43.1001	$45.2551	$47.5178	$49.8937
Recreation Specialist	$33.0996	$34.7546	$36.4923	$38.3168	$40.2327
Senior Building Inspector	$44.4754	$46.6992	$49.0343	$51.4860	$54.0601

UWUA Salary Schedule Adjustments - July 2026

Title	A	B	C	D	E
Account Tech	$35.0365	$36.8469	$38.6892	$40.6236	$42.6548
Administrative Asst II	$31.2368	$32.7986	$34.4386	$36.1606	$37.9686
Arborist/Landscape Architect/Botanist	$41.4548	$43.5275	$45.7039	$47.9891	$50.3886
Assistant Civil Engineer	$45.9952	$48.2950	$50.7098	$53.2452	$55.9075
Assistant Planner	$41.8940	$43.9887	$46.1881	$48.4975	$50.9224
Associate Civil Engineer	$49.8793	$52.3727	$55.1917	$57.7402	$60.6279
Associate Planner	$45.5849	$47.8642	$50.2575	$52.7703	$55.4088
Building Inspector	$40.1695	$42.1778	$44.2867	$46.4965	$46.9481
Code Enforcement Manager	$49.5823	$52.0614	$54.6645	$57.3977	$60.2675
Communications Manager	$52.2074	$54.8178	$57.5587	$60.4366	$63.4584
Community Services Officer	$33.6037	$35.2838	$37.0480	$38.9005	$40.8454
Housing Manager	$54.7755	$57.5143	$60.3900	$63.4095	$66.5800
Mechanic	$39.1552	$41.1130	$43.1685	$45.3270	$47.5933
Mechanic Assistant	$27.8961	$29.2910	$30.7556	$32.2933	$33.9079
Permit Technician	$37.1450	$39.0022	$40.9524	$43.0000	$45.1500
Police Records Supervisor	$41.7416	$43.8286	$46.0200	$48.3210	$50.7371
Police Records Technician	$32.3879	$34.0073	$35.7079	$37.4932	$39.3679
Police Service Specialist	$36.1980	$38.0078	$39.9083	$41.9037	$43.9988
Property & Evidence Tech.	$35.6710	$37.4547	$39.3272	$41.2936	$43.3582
PW Mtc Worker I	$28.1297	$29.5362	$31.0131	$32.5637	$34.1917
PW Mtc Worker II	$30.9398	$32.4866	$34.1110	$35.8166	$37.6073
PW Section Crew Lead	$42.4844	$44.6086	$46.8390	$49.1809	$51.6400
Recreation Specialist	$34.2581	$35.9710	$37.7695	$39.6579	$41.6408
Senior Building Inspector	$46.0320	$48.3337	$50.7505	$53.2880	$55.9522

MPFFA - July 2025

Title	A	B	C	D	E
Fire Captain	$40.2492	$42.2616	$44.3747	$46.5935	$49.2188
Fire Engineer	$35.8503	$37.6428	$39.5250	$41.5012	$43.5764
Fire Fighter	$32.8309	$34.4725	$36.1960	$38.0057	$39.9060

MPFFA - July 2026

Title	A	B	C	D	E
Fire Captain	$41.8592	$43.9521	$46.1497	$48.4572	$51.1876
Fire Engineer	$37.2843	$39.1485	$41.1060	$43.1612	$45.3195
Fire Fighter	$34.1441	$35.8514	$37.6438	$39.5259	$41.5022

October 16, 2025 Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
October 21, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MARINA AND THE UTILITY WORKERS UNION OF AMERICA, LOCAL 614, AFL-CIO AND THE MARINA FIRE FIGHTERS ASSOCIATION (MPFFA), AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOUG, 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 Utility Workers Union of American (UWUA) Labor Group **(EXHIBIT A)** and the Marina Professional Fire Fighters Association (MPFFA) **(EXHIBT B);** and
2. Authorizing the City Manager to execute the MOUs; and
3. Amending the City salary schedule for Fiscal Years 2025-26 and 2026-27 **(EXHIBIT C)**; 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 Utility Workers of America, Local 614, AFL-CIO (UWUA) 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 UWUA and MPFFA memberships. 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 - UWUA: 3.5% increase effective the first pay period after July 1, 2025.
   - 3.5% increase effective the first pay period after July 1, 2026.

   MPFFA: 4% increase effective the first pay period after July 1, 2025.
   4% increase effective the first pay period after July 1, 2026

3. UWUA - Increase to Safety Boot Allowance and Prescription Safety Glasses Allowance, and an additional designated bilingual individual.

4. MPFFA – Include PERS Platinum in the employer contribution of 75% of the lowest cost premium structure.

FISCAL IMPACT:

The fiscal impact of the proposed increases to both the Utility Workers Union of America (UWUA) and Marina Professional Fire Fighters Association (MPFFA) presented to Council are approximately $262,000 for FY 25-26 and approximately $275,000 for FY 26-27. For a total of $537,000 over the term of the two-year agreements.

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