RESOLUTION NO. 2019-95

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA MIDDLE-MANAGERS' EMPLOYEE ASSOCIATION

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Middle-managers' Employee Association expired on June 30, 2019; and

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

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2020, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU is approximately $22,500 a year; and

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund and the Airport Fund.

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

1. Authorize the City Manager to execute a new Memorandum of Understanding between the City of Marina and the Marina Middle-managers' Employee Association; and
2. Authorize adjustments to the City Salary Schedule and Compensation Plan; and
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 4th day of September 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, Morton, Delgado
NOES: COUNCIL MEMBERS: O'Connell
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

____
Bruce C. Delgado, Mayor

ATTEST:

____
Anita Sharp, Deputy City Clerk

EXHIBIT C

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARINA AND THE MANAGEMENT
EMPLOYEES ASSOCIATION OF MARINA
2019-2020

This Agreement is entered into by and between the City of Marina and the Mid-Management Employees effective July 1, 2019 and shall extend the current MOU through June 30, 2020. The Parties agree to the following Terms and Conditions

1. **Term**
   A. Expires June 30, 2020

2. **Salary**
   A. 3.0% salary increase effective July 1, 2019. Retroactivity will be paid on the Sept. 20, 2019 paycheck.

3. **Re-opener Clause**
   A. Limited re-opener to negotiate for wages will be triggered by the following:

   - If Directors and/or Marina Employees Association (MEA), receive an across the board Cost of Living Adjustment (COLA) higher than already prescribed in this agreement as of the date of ratification of this agreement.

4. **Salary Study Preparation:** The City agrees to conduct a compensation/salary survey for the MMEA classifications to be completed no later than April 15, 2020 and provided to MMEA for review within 10 days of completion. 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.

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

5. **Medical, Dental & Vision, Flexible Benefit Plan**
   A. Effective January 1, 2020 the City shall contribute a monthly insurance premium equal to 70% of the lowest cost medical plan offered by City or the City will make a fixed monthly contribution to PERSCare as follows:

	Employee Only	Employee + 1	Employee + 2 or more
PERSCare	$458.63	$892.26	$1162.00

   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.

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

6. **Life Insurance:** City will provide on behalf of each member $50,000.00 life insurance coverage at a cost to employee effective January 1, 2020

7. **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.

8. **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 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.

9. **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.

10. **Holiday Schedule**
    A. For each member of the group the following holiday schedule shall apply
       - Martin Luther King Jr. Birthday (3rd Monday of January)
       - Presidents Day (3rd Monday of February)
       - Memorial Day (Last Monday of May)
       - Independence Day (July 4)
       - Labor Day (First Monday of September)
       - Veterans Day (November 11)
       - Thanksgiving Day and the next day (4th Thursday and next Friday of November)
       - Winter Break (December 24 – January 1)

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

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

A. **Administrative Leave**. Members shall receive one hundred (100) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave shall be paid at current salary upon termination of employment to a maximum of two hundred (200) hours.

B. **Cash-out:** The City will pay each Member at their request a maximum amount of forty (40) hours of administrative leave each fiscal year, at the Member's individual regular rate of pay upon 30 days' notice to payroll.

C. **Vacation:** Vacation time shall be accrued as described in the City Personnel Rules. Maximum Vacation Accrual. A maximum of two hundred (200) hours of vacation leave may be accrued by a member. Unused Vacation accrual shall be paid at the current salary upon termination of employment to a maximum of two hundred (200) hours of vacation leave.

1. **Emergency Cash Draws on Vacation.** Under extreme financial need, caused by either a death or medical emergencies in the family, at the request of the member, the City Manager with approval of the City Council may grant up to eighty (80) hours of cash draw on accrued vacation time if such a practice is not precluded by law or regulation.

a. **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.

12. **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.

13. **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.

14. **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 over this next year.

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

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

    a. Said Leave shall be limited to three (3) working days (or shifts) within the state and two (2) additional working days (or shifts) out of state per calendar year may be granted by the City Manager. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation or Sick Leave.
    b. Additional Leave may be chargeable to Sick Leave pursuant to the provisions of the City of Marina Personnel Manual Section 10.03.

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.

Duration of this agreement: This agreement shall take effect on July 1, 2019 and shall continue in force to and including June 30, 2020. 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.

MMEA	Monthly Salary	
3.0% as of 7/01/19	Step A	Step E
Accounting Service Manager	$8,300	$10,089
Airport Services Manager	$7,427	$9,027
Associate Civil Engineer	$7,462	$9,070
Chief Building Official	$8,907	$10,827
Economic Dev. Coordinator	$7,020	$8,533
Human Resource Analyst	$6,314	$7,675
Planning Services Manager	$8,907	$10,827
Senior Planner	$7,031	$8,547

CITY OF MARINA

By:____________________

Date:____________________

MID-MANAGEMENT EMPLOYEES ASSOCIATION

By: Jeff D. Luchion

Date: 8/28/19

RESOLUTION NO. 2019-94

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA PUBLIC SAFETY MIDDLE-MANAGERS' ASSOCIATION

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Public Safety Middle-managers' Association expired on June 30, 2019; and

WHEREAS, the City of Marina and the Marina Public Safety Middle-managers' Association have met and conferred in good faith and have reached a tentative agreement to approve a new Memorandum of Understanding; and

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2020, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU is approximately $26,000 a year; and

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

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

1. Authorize the City Manager to execute a new Memorandum of Understanding between the City of Marina and the Marina Public Safety Middle-managers' Association; and
2. Authorize adjustments to the City Salary Schedule and Compensation Plan; and
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 4th day of September 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, Morton, Delgado
NOES: COUNCIL MEMBERS: O'Connell
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

____
Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2019-93

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Professional Fire Fighters' Association expired on June 30, 2017; and

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

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2021, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU is approximately $215,000 to $230,00 in the final year of the agreement; and

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

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

1. Authorize the City Manager to execute a new Memorandum of Understanding between the City of Marina and the Marina Professional Fire Fighters' Association; and
2. Authorize adjustments to the City Salary Schedule and Compensation Plan; and
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 4th day of September 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, Morton, Delgado
NOES: COUNCIL MEMBERS: O'Connell
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

August 26, 2019 Item No. **<u>8g(2)</u>**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 4, 2019

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2019- , RESOLUTION NO. 2019-, and RESOLUTION NO. 2019-, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND; (a) THE MARINA PROFESSIONAL FIRE FIGHTERS' ASSOCIATION (MPFFA); (b) THE MARINA PUBLIC SAFETY MIDDLE-MANGER ASSOCIATION (MPSMA); AND, (c) MARINA MIDDLE-MANAGERS EMPLOYEE ASSOCIATION (MMEA); AND, AUTHORIZING ADJUSTMENTS TO THE CITY'S SALARY SCHEDULE AND COMPENSATION PLAN AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGET AND ACCOUNTING ENTRIES

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2019-, Resolution No. 2019-, and Resolution No. 2019-, authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and:

    a) the Marina Professional Fire Fighters Association (MPFFA) (Exhibit A);
    b) the Marina Public Safety Middle-managers Association (MPSMA) (Exhibit B);
    c) the Marina Middle-managers Employee Association (MMEA) (Exhibit C);

2. Authorizing adjustments to the City's Salary Schedule (Exhibit D) and Compensation Plan, and;
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City has been bargaining with several of its units for some time. Three of the employee units have come to an agreement and support the attached Memorandum Of Understanding (MOU) as outlined under the analysis. The agreements require Council approval and will be posted, along with a revised salary schedule, on the City's website if approved by Council. Final approval is now before the City Council. The agreements all have a 3% cost of living adjustment. The fire fighter's MOU, which lapsed as of June 30, 2017, has an equity adjustment which is designed to bring this group's wages up to relative parity with other fire jurisdictions in the area.

ANALYSIS:

<u>Fire Fighters</u>. The fire fighters' MOU covers firefighters, engineers and captains. The MOU expired June 30, 2017. As a result, the proposed MOU has some equity adjustments beyond Cost of Living Adjustments (COLA) to bring Marina's salaries to a competitive level with surrounding jurisdictions. The MOU will be effective as of July 1, 2019 through June 30, 2021. The amended terms and conditions of the MOU are as follows:

Marina Professional Fire Fighter Association (MPFFA) MOU Changes

1. Term: June 30, 2021

2. Salary: - 10% equity salary increase and a 3% general salary increase effective the first pay period after July 1, 2019. (Note, the equity adjustment is largely due to this unit not having a raise since 2016.)

   - 2% equity salary increase plus 2.25% up to 3.5% based upon the SF CPI index as of April 2020 general salary increase on the first pay period after July 1, 2020

3. Medical: City pays 70% of the low-cost plan offered; or, a fixed premium contribution towards PERS Choice of $571 for a single employee, $1142 for an employee + 1, or $1484 for an employee +2 or more. Excess cash beyond premium payments will continue to be cash back to the employee.

   Employees opting out of the City's health plan shall receive $541 a month in cash remains unchanged.

4. 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.

   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.

5. 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 shall be at the station during the shift change and may have work assignments that cause him or her to need 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.

6. Portal To Portal: The City will compensate City employees 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.

7. Vacation Cap: Increase the vacation cap from 432 hours to 480 hours. Until July 1, 2020, employees reaching the vacation accrual while on an out of area strike team will have the otherwise lost vacation accruals applied to an excess vacation bank upon notification by a fire supervisor to payroll.

   Management will work to create a system such that employees may be able to take their accrued vacation. The parties agree that either party may reopen the agreement on this matter only after July 1, 2020.

8. FLSA: The parties agree that the FLSA issues are Fire Vacation Pay and Health Plan Cash, partially offset by Excess Scheduled Overtime FLSA pay. Based upon the settlement of prior cash payments, the City will discontinue paying an additional 10 hours of straight time for scheduled overtime during each FLSA Pay Period and increase salary by 5.223% as of September 20, 2019, the beginning of a new FLSA period.

Fire fighter MOU fiscal impact:
Each 1% increase in compensation costs the City approximately $12,500 a year. At the end of the contract, the new agreement will cost the City approximately $215,000 to $230,000 a year from the General Fund. The other elements of the agreement tend to be cost neutral or help the City more effectively deploy personnel. For example, the acting out of class provisions will allow the City to assign on staff personnel to carry out the duties of a higher class without having to call back personnel, if minimum staffing requirements are met. The change in the health cost sharing moves from a situation in which the City picked up all the cost to a sharing of increased costs.

Marina Public Safety Middle-managers Association (MPSMA) MOU Changes

1. Term: June 30, 2020

2. Wage Increase: 3% as of the first full pay period of July 2019

3. Salary Compression: A step Commander will be at least 5% more than E step Sergeant
A step Fire Division Chief will be at least 5% more than E step Fire Captain

4. Uniform Allowance: Increase the uniform allowance from $350 to $600 annually

5. Sell Back Admin Leave: Employees in this unit may sell back 40 hours annually upon 30 days' notice to payroll.

6. Medical The City will work with the unit to examine medical options available to the City and her employees to determine if another option other than those presently available would benefit both the City and her employees.

At the option of this unit's employees if exercised before end of this agreement, the City shall contribute a medical insurance premium equal to 70% of the lowest cost medical plan offered by the City. The employee may choose whatever plan he or she desires.

7. Life Insurance: Increase the group coverage from $30,000 to $100,000

8. Portal to
   Portal: The City will compensate City employees 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.

Public Safety Middle-managers MOU Fiscal Impact
Each 1% of salary increase for this three-member group costs $4,000, funded from the General Fund. The approximate cost for the MOU is $26,000 a year because the MOU calls for the salaries of these members' salary range A step to be at least 5% above the top of the salary range of positions they supervise, namely Police Sergeants and Fire Captains. This is about 6.5% of pay.

Marina Middle-managers Employee Association (MMEA) MOU Changes

1. **Term**: June 30, 2020, effective July 1, 2019

2. **Wage Increase**: - 3% general salary increase as of July 1, 2019

3. **Re-Opener Clause**:

   A limited re-opener for wages will be triggered by the following:

   Any other member organizational group, namely Directors and/or Marina Employees Association (MEA), receive an across the board Cost of Living Adjustment (COLA) higher than already prescribed in this agreement as of the date of ratification of this agreement.

Salary Study Preparation:

The City agrees to conduct a compensation/salary survey for the MMEA classifications to be completed no later than April 15, 2020 and provided to MMEA for review within 10 days of completion. The salary survey/study should include 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.

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

4. **Medical Insurance**:

   The City shall contribute a monthly medical insurance premium equal to 70% of the lowest cost medical plan offered by City (currently PERS Select) or the City will make a fixed monthly contribution to PERS Care of $458.63 for employee coverage, $892.26 for employee + 1 or $1162 for employee + 2. The employee has the option to choose from any of the available/offered plans (currently PERS Choice, PERS Care, PERS Select, and HMO Select). The City offered cafeteria allowance/cash-out shall be $541/month (current rate).

5. **Admin Leave**:

Cash-Out: The City will pay each member at their request a maximum amount of forty (40) hours of administrative leave each fiscal year, at the member's individual regular rate of pay upon 30 days' notice to payroll. Currently, members may only cash out their leave in December of each year.

7. **Life Insurance**

Increase the group coverage from $30,000 to $50,000

8. **Tuition Assistance**

Without a commitment to the program, the City is willing to study the issue and look for a City-wide program.

9. 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 communication 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 per year**).

The stipend shall cover a portion of the wireless carrier contract and includes the depreciation of equipment. 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.

Fiscal impact of MMEA's MOU Changes
Each 1% for this seven-member group costs $7,500 a year. For this next fiscal year this MOU will cost approximately $22,500 for the year, from both the General Fund and the Airport Fund.

CONCLUSION:
This request is submitted for City Council consideration and approval.

Respectfully submitted,

____

Eric Frost
Finance Director

____

Layne Long
City Manager
City of Marina