

RESOLUTION NO. 2019-128

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
EMPLOYEES ASSOCIATION

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Employees Association expired on June 30, 2019; and

WHEREAS, the City of Marina and the Marina Employees 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 \$151,000 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 Employees 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 3rd day of December 2019, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, O'Connell, Morton

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Urrutia, Delgado

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Gail Morton, Mayor Pro-Tem

Anita Sharp, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARINA AND THE MARINA EMPLOYEES
ASSOCIATION

July 1, 2019 -June 30, 2020

ARTICLE I: PREAMBLE

WHEREAS, the City of Marina Employees Association of Marina hereinafter referred to as "Association," is the recognized employee group representing the group of employees that are not benefited employees or in the Department Directors' Group, Marina Management Employees Group, Marina Public Safety Management Group, Marina Professional Fire Fighters Group or the Marina Police Officers' Group; and

WHEREAS, pursuant to the provisions of the "Meyers-Milias- Brown Act" Section 3500 --. 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 Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment.

NOW, THEREFORE, the parties agree as follows:

ARTICLE II: SALARY AND BENEFITS

1. Salary – Members of the Association shall receive a salary increase of 3% effective the first full pay period following Council ratification beginning December 9, 2019.

2. Signing Bonus. All employees in this unit working at the City for the pay period ending Dec. 8, 2019 will receive on the first available payday following Council ratification (December 13, 2019) of this MOU a \$750 signing bonus.

3. Equity Adjustments: The following classifications will receive a change in salary range effective the first pay period after adoption beginning December 9, 2019:

<u>Classification</u>	<u>Salary Range Increase</u>
Administrative Assistant II	3.8%
Crew Lead	1.5%
CSO, COPP Liaison	1.2%
Mechanic	5.0%
Maintenance Worker I	4.3%
Maintenance Worker II	2.0%
Maintenance Worker III	1.5%
Permit Tech	4.9%
Rec Leader	10.0%
Police Records Supervisor	15.0%
Records Tech	5.0%

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

A. 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.

B. This allowance must be applied towards payment of monthly premiums 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.

C. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement account and Dependent Care Reimbursement Account on a voluntary basis. At the member's election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the member's salary, if the combined cost of the benefits exceeds the allowance.

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

E. The City maintain the dental benefit cap at \$2,000.

F. If the Cafeteria 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.

G. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160.00 annually (\$180.00 per month). A member may also pay any amount 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.

H. The City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan each year.

I. The City shall pay up to \$6.00 per member per month for the administrative fee for the Flexible Benefit Plan.

J. The City shall pay Dental Insurance premiums per month as follows:

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

Any difference between the monthly premium due to coverage change and the allowance shall be the responsibility of the member.

K. The City shall pay Medical Health insurance premium per month as follows:

Health Plan	Employee Only	Employee +1	Employee +2 or more
PERS Choice	\$363.25	\$701.50	\$914.05
PERS Care	\$458.63	\$892.26	\$1,162.04
PERS Select	\$363.25	\$701.50	\$914.05

Any difference between the monthly premium due to coverage change and the allowance shall be the responsibility of the member.

At the option of the association, the City shall contribute a medical insurance premium equal to 70% of the lowest cost medical plan offered by the City at the next open enrollment. The employee may choose whichever plan he or she desires. Such an election shall not change the Cafeteria allowance of \$541 a month.

L. The City shall pay member premium costs for the City's Vision Plan.

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

A. PERS Retirement System:

1. Retirement Plans:

- 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.

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.

5. Holiday Schedule. 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)

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

6. Overtime Pay. The City shall pay one and one-half times the normal pay for all employees working over eight (8) hours per day and/or forty (40) hours per week.

7. Longevity Compensation

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

B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

C. 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.

8. Sick Leave. All members of the Association shall accrue Sick Leave at the rate of 3.69 hours (12 days per year) per pay period. A maximum of 1,440 hours may be accumulated. At retirement, 35% of the hours accumulated, to a maximum of 504 hours, will be paid to the employee.

9. 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. A maximum of 200 hours of vacation leave may be accrued by a member.

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.

10. 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.

11. Matron Duties Pay.

A. Non-sworn Public Safety personnel performing matron duties during normal duty hours shall be paid \$25.00 per subject. B. Non-sworn Public Safety personnel performing matron duties during other than normal duty hours shall be paid \$25.00, per subject, plus overtime pay at the rate of one and one half (1) times the normal pay and the call back rate set forth below.

12. 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.

13. 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.

14. On-Call Vehicle. Public works Individuals 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.

15. 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.

16. Bilingual Pay. A fifty dollars (\$50) per pay period salary increase shall be granted to up to two (2) employees in the bargaining unit who are fluent in both English and Spanish and acts as the City's interpreter. Eligibility for English-Spanish interpreter's oral test administered by the County of Monterey or other approved agency.

17. 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:

1. 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.

2. 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.

3. The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.

4 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.

5 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.

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. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation or Sick Leave.

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

ARTICLE III: BARGAINING DUTIES

1. The City and the Bargaining Unit will meet and consult when the City adds or removes classifications for the bargaining unit.

2. The City and the Bargaining Unit agree that the parties will first negotiate on comparable cities for salary surveys for the FY 2020/21 negotiations.

ARTICLE IV: DURATION OF AGREEMENT

Reopen Contract. The city agrees to reopen the contract with the Association in the event another City bargaining unit receives a more favorable economic benefit on an item applicable to the MMEA bargaining unit.

This agreement shall continue in force to and including June 30, 2020.

City of Marina

Marina Employees Association

Layne Long, City Manager

Mistie Wilson
12/3/2019

(Date)

(Date)

EXHIBIT B

Marina Employees Association Hourly Salary Schedule
Effective December 9, 2019

Effective date Dec. 9, 2019	A	B	C	D	E
Admin Asst II	\$ 24.9500	\$ 26.1975	\$ 27.5074	\$ 28.8828	\$ 30.3269
Accounting Tech	\$ 28.4123	\$ 29.8330	\$ 31.3246	\$ 32.8908	\$ 34.5354
Assistant Planner	\$ 33.9193	\$ 35.6152	\$ 37.3960	\$ 39.2658	\$ 41.2291
CSO	\$ 25.8935	\$ 27.1882	\$ 28.5476	\$ 29.9750	\$ 31.4737
COPPS Liason Officer	\$ 29.3075	\$ 30.7729	\$ 32.3116	\$ 33.9271	\$ 35.6235
Deputy City Clerk	\$ 32.0105	\$ 33.6110	\$ 35.2916	\$ 37.0562	\$ 38.9090
Executive Assistant	\$ 29.4256	\$ 30.8969	\$ 32.4418	\$ 34.0639	\$ 35.7671
Mechanic	\$ 31.7019	\$ 33.2870	\$ 34.9513	\$ 36.6989	\$ 38.5338
Mechanic Assistant	\$ 22.5860	\$ 23.7153	\$ 24.9011	\$ 26.1461	\$ 27.4534
Paryoll Tech	\$ 31.1955	\$ 32.7553	\$ 34.3930	\$ 36.1127	\$ 37.9183
Permit Tech	\$ 30.0743	\$ 31.5781	\$ 33.1570	\$ 34.8148	\$ 36.5555
Records Sup	\$ 32.1642	\$ 33.7724	\$ 35.4610	\$ 37.2340	\$ 39.0957
Records Tech	\$ 24.7956	\$ 26.0354	\$ 27.3372	\$ 28.7040	\$ 30.1392
Maintenance Worker I	\$ 22.6426	\$ 23.7747	\$ 24.9635	\$ 26.2117	\$ 27.5222
Maintenance Worker II	\$ 24.6179	\$ 25.8488	\$ 27.1412	\$ 28.4983	\$ 29.9232
Maintenance Worker III	\$ 26.9597	\$ 28.3076	\$ 29.7230	\$ 31.2092	\$ 32.7696
Crew Lead	\$ 34.3973	\$ 36.1172	\$ 37.9230	\$ 39.8192	\$ 41.8102
Rec Leader	\$ 26.4161	\$ 27.7370	\$ 29.1238	\$ 30.5800	\$ 32.1090

November 26, 2019

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 3, 2019

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2019-,
AUTHORIZING 1) THE CITY MANAGER TO EXECUTE A MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE
MARINA EMPLOYEES ASSOCIATION; 2) AUTHORIZING ADJUSTMENTS
TO THE CITY'S SALARY SCHEDULE AND COMPENSATION PLAN; AND, 3)
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-, authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and Marina Employees Association, Exhibit A (To be delivered to Council at their meeting);
2. Authorizing adjustments to the City's Salary Schedule, Exhibit B; and,
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City has been bargaining with Marina Employees Association since last January. Marina Employees Association and the City have come to an agreement. Due to the lateness of the agreement, the final MOU will be presented to City Council at their Dec. 3, 2019 meeting, but the details of the agreement are outlined in this memo. The agreement requires 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 agreement has a 3% cost of living adjustment with multiple equity adjustments. The SF CPI in June was 3.2%. The Equity Adjustments represent the difference between the City of Marina Salary Schedule and the average or median salary of communities that the City compares against. The agreement expires as of June 30, 2020.

ANALYSIS:

Marina Employees Association (MEA) MOU Changes

1. Term: June 30, 2020
2. Salary: - 3% general salary increase effective the first full pay period following Council ratification beginning Dec. 9, 2019.
- 2.b. In lieu of any retroactivity, all employees in this unit working at the City on December 8, 2019 will receive on the first available payday following Council ratification a \$750 signing bonus, December 13, 2019.
3. Equity The following classifications will receive a change in salary range effective the first pay Adjustments period after adoption:

<u>Classification</u>	<u>Salary Range Increase Change</u>
Administrative Assistant II	3.8%

Crew Lead	1.5%
CSO, COPP Liaison	1.2%
Mechanic	5.0%
Maintenance Worker I	4.3%
Maintenance Worker II	2.0%
Maintenance Worker III	1.5%
Permit Tech	4.9%
Rec Leader	10.0%
Police Records Supervisor	15.0%
Records Tech	5.0%

3. 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, the City shall contribute a medical insurance premium equal to 70% of the lowest cost medical plan offered by the City at the next open enrollment of the City. The employee may choose whatever plan he or she desires. The cafeteria allowance shall be \$541 a month.

4. On-call Public Works individuals assigned to be on-call may coordinate with their Vehicle supervisor to take home a City vehicle and shall maintain a log of their vehicle's usage.

5. MOU Insert a clause in the MOU stating the City will meet and consult with the unit
Duties when adding or removing classifications from this unit. The City and the Unit agree that the parties will first negotiate on comparable cities for salary surveys for the FY 2020/21 negotiations.

Insert a clause in the MOU stating the City and Unit will meet and confer in regard to comparable cities for salary negotiations

Fiscal impact of MMEA's MOU Changes

Each 1% for this 33-member group costs \$25,000 a year. For this next fiscal year this MOU will cost approximately \$151,000 for a full fiscal year from the General Fund.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

Eric Frost
Finance Director
City of Marina

Layne Long
City Manager
City of Marina