

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

This Agreement is entered into by and between the City of Marina and the Public Safety 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% COLA effective the first full pay period of July, 2019

**OR**

B. A step Police Commander Salary Range will be at least 5% above E step Police Sergeant Salary Range and A step Fire Division Chief Salary Range will be at least 5% above the E step Fire Captain Salary Range. These ranges will adjust in the future as the Police Sergeant and Fire Captain ranges change.

**3. 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.

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

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

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

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

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

E. City shall provide an allowance of \$575 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 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.
  - 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
  - L. The City will provide and pay for the full cost of a long-term disability insurance plan up to \$180,000 of base pay which provides a benefit of 60% of pay.
  - M. The dental benefit cap is \$2,000 a year.
4. **Life Insurance.** City will provide on behalf of each member \$100,000 life insurance coverage.
5. **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 sworn public safety management,
      - a. Tier 1 – CalPERS 3% @ 50 provided to all Mid-Management member hired prior to December 31, 2012 and considered Classic members
      - b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all Mid-Management member 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.
6. **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.
7. **Holiday Schedule**
- A. For each member of the group the following holiday schedule shall apply
- Martin Luther King Jr. Birthday (3<sup>rd</sup> Monday of January)
  - Presidents Day (3<sup>rd</sup> 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 (4<sup>th</sup> 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
8. **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.
- D. **Sick Leave:** All members of the Association shall accrue Sick Leave at the rate of 3.69 hours per pay period (12 days per year). 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. 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.

**10. Portal to Portal**

- A. Fire Division Chiefs are exempt employees who are occasionally required to commit to catastrophic events that may span multiple operational periods. These types of events would include; flood, earthquakes, declared disasters, fires, and prolonged emergency situations. These extraordinary events may be more than fifteen (15) hours in duration. Such service is considered "extraordinary" and is beyond the scope of their normal duties. The City intends to fairly compensate exempt classes of employees at their hourly pay rate for work during such extraordinary events in order to protect life, property and the environment.

Pay for such extraordinary time worked shall be defined as time worked in excess of eight (8) hours, Monday through Friday, and any hours on Saturdays, Sundays and holidays. For incidents of fifteen (15) hours or less, there may be no extraordinary duty pay. If the duration of the response exceeds fifteen (15) hours, the hourly pay shall cover the entire time of the extraordinary commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. There shall be only one fifteen (15) hour period from the time of original dispatch, regardless of the number of assignments, until normal scheduled duties are resumed. Extraordinary pay for such time worked by exempt classes of employees shall be compensated at the hourly rate.

The base hourly rate is computed by adding the monthly base salary, monthly educational, and in lieu pay to determine the total monthly pay. The monthly pay is then multiplied by 12 to determine the yearly pay, then the yearly pay is divided by 2080 to determine the base hourly rate.

- B. 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.

**11. 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.

**12. 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. **Educational Incentive:** Public Safety members of this association, shall be awarded an educational incentive based on individual educational achievement levels. The incentive shall be awarded as a percent of base pay at the following rates for the below listed educational accomplishments:

Associate Degree in Police-related field:	2.5%
Associate Degree in Fire Science-related field:	2.5%
Bachelor's Degree in Police or Fire-related field:	2.5%
Master's Degree in Police or Fire-related field:	2.5%

*In lieu of receiving Education Incentive pay for the aforementioned degrees, an employee may receive Incentive pay for each of the following certificates:*

Administration of Justice Certificate:	2.5%
Fire Certificate:	2.5%
Intermediate POST Certificate:	2.5%
Chief Officer Certificate:	2.5%
Advanced POST Certificate	2.5%

*In no event will an employee receive Educational Incentive pay for any combination of educational degrees and certificates except for the Chief Officer Certificate.*

13. **Uniform Allowance:** A uniform allowance of Six Hundred Fifty (\$600.00) Dollars annually, shall be given to members of the Association, to be paid on a bi-weekly basis. Public Safety members will be provided with uniforms and equipment.

14. **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.

15. **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:

- 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

- d. Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the donee as sick leave.
- e. Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

**16. 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.

**17. No Strike or Lockout:** 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.

- a. 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.
- b. 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.


**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.


As of July 8, 2019					
Hourly /Monthly	A	B	C	D	E
Police Commanders	62.57	65.70	68.98	72.43	76.05
	10,845.45	11,387.72	11,957.11	12,554.96	13,182.71
Fire Division Chief	54.65	57.38	60.25	63.26	66.42
	9,472.26	9,945.88	10,443.17	10,965.33	11,513.60

As of September 20, 2019					
Hourly /Monthly	A	B	C	D	E
Police Commanders	62.57	65.70	68.98	72.43	76.05
	10,845.45	11,387.72	11,957.11	12,554.96	13,182.71
Fire Division Chief	57.51	60.38	63.40	66.57	69.90
	9,967.66	10,466.05	10,989.35	11,538.82	12,115.76

CITY OF MARINA

By:   
 Date: 9/5/19

MARINA PUBLIC SAFETY  
 MANAGEMENT ASSOCIATION

By:   
 Date: 8-29-2019