MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE PUBLIC SAFETY MANAGEMENT EMPLOYEES ASSOCIATION OF MARINA 2023 - 2025

This Agreement is entered into by and between the City of Marina and the Public Safety Management Employees effective July 1, 2023 and shall extend the current MOU through June 30, 2025. The Parties agree to the following Terms and Conditions

1. Term

A. Expires June 30, 2025

2. Salary

- A. A step Police Commander Salary Range will be at least 5% above E step Police Sergeant Salary Range
- B. A step Fire Division Chief Salary Range will be at least 5% above the E step Fire Captain Salary Range.
- C. These ranges will adjust in the future as the Police Sergeant and Fire Captain ranges change. Salary adjustment will go into effect when Police Sergeant and Fire Captain salary changes are effective.

3. Medical, Dental & Vision, Flexible Benefit Plan

A. Effective January 1, 2023 the City shall contribute towards the monthly insurance premium equal to 75% 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 follows:
 - i. 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.
 - ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan.
- vii. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan.
- viii. The dental benefit cap is \$2000 per year
- 4. <u>Life Insurance</u>. City will provide on behalf of each member \$100,000 life insurance_coverage.
- 5. <u>Long Term Care Disability</u>: 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.
- 6. <u>Retirement:</u> The City shall provide retirement benefits for each Public Safety 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 Public Safety 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 Public Safety Management member hired on or after January 1, 2013 who are new members as defined under the PEPRA

B. Contributions

- Effective January 1, 2013 Tier 1 and Tier 2 Public Safety Management members will pay the full member contribution rate required by CalPERS
- Effective January 1, 2013, Tier 2 Public Safety 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
- The City will include in reportable wages to PERS the City payment of the Public Safety Management member's PERS contribution. It is agreed any costs that are incurred by the City will be assumed by the Public Safety Management member.

7. Survivor Benefits

A. The PERS contract will include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

8. Holiday Schedule

- A. For each member of the group the following holiday schedule shall apply
 - Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)
 - Memorial Day (Last Monday of May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (First Monday of September)
 - Veterans Day (November 11)
 - Thanksgiving Day and the next day (4th Thursday and next Friday of November)
 - Winter Break (December 24 January 1)
- B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday
- 9. <u>Leaves</u>: Leave for Public Safety Management members shall accrue and be administered, as follows:
 - A. <u>Administrative Leave</u>. Members shall receive one hundred (100) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year.

Maximum Administrative Leave Accrual: A maximum of two hundred forty (240) hours of Administrative Leave may be accrued by a member. Unused Administrative Leave shall be paid at current salary upon termination of employment to a maximum of two hundred (240) hours.

- B. <u>Cash-out</u>: The City will pay each Member at their request a maximum amount of eighty (80) hours of administrative leave each fiscal year, at the Member's individual regular rate of pay upon 30 days' notice to payroll.
- C. <u>Vacation:</u> Vacation time shall be accrued as described in the City Personnel Rules.

Members in this unit may accrue vacation leave up to the following maximum leave balance based upon years of service as follows:

0 through 9 years - 200 hours 10 or more years - 300 hours

Any employee who reaches their maximum vacation accumulation shall stop accruing vacation until the balance falls below his/her maximum vacation accumulation. Unused Vacation accrual shall be paid at the current salary upon termination of employment or retirement.

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. <u>Sick Leave:</u> 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.

10. 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

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

11. Fire Division Chief – Extraordinary Events

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, as determined by the Fire Chief. The City intends to fairly compensate exempt classes of employees at an overtime 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 an overtime pay rate.

The overtime for such time worked by exempt classes of employees shall be compensated at one and one-half times the base 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. 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 prepositioned for emergency response.

C. Shift Coverage

Division Chief weekend shift coverage pay, for up to 8 hours per day, shall be provided to those division chiefs who assume an additional Division Chief weekend shift assignment, when the regularly scheduled Division Chief is assigned to an extraordinary event.

The compensation rate for a Division Chief weekend shift Coverage will be equal to one and one half (1.5) times the average base rate of pay. The Fire Chief will submit all salary information to Cal OES.

12. Police Commander - Extraordinary Events

A. Police Commanders are exempt employees who are occasionally required to work significant excess hours during extraordinary emergency events in order to protect life, property and/or the environment. Examples of such events include flood, earthquakes, declared disasters, large-scale emergency incidents and other prolonged emergency situations. Because such work may greatly

exceed the scope of the employee's normal duties, the Police Chief has the discretion to award Police Commander Emergency Response Coverage Compensation, for such extraordinary time worked.

- B. Employees will be entitled to Emergency Response Coverage Compensation if the extraordinary work time exceeds two (2) hours over the regularly scheduled eight (8) hour day Monday through Friday, and time worked in excess of two (2) hours on Saturdays, Sundays and holidays. If the duration of the response exceeds two (2) 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. For incidents of two (2) hours or less, there may be no extraordinary duty pay. Extraordinary pay for such time worked by exempt classes of employees shall be compensated at the hourly rate defined below.
- C. The hourly rate for such pay 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.
- 13. <u>Severance Pay</u>: Provide one (1) month's severance pay for the layoff or reductions in force causing the termination of any member of this group.
- 14. <u>Physical</u>: 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.
- 15. Educational Incentive. Members of this association shall be awarded an educational incentive. The Administrative Justice Certificate will be deleted from this list and replaced with a Post Management Certificate. For the fire side we will add Executive Chief Officers Certificate. Members of this unit shall be allowed to mix and match education incentives and will be eligible for up to 7.5% for any combination of education pay and/or certificate pay incentives:

Commanders:Intermediate Post Certificate	6
Division Fire Chief:	
Fire Certificate2.59	6
Chief Officers Certificate2.59	6
Executive Fire Officer2.5%	6
Education for both Police & Fire Associate Degree	6

Bachelor Degree	2.5%
Advanced Degree	

In no event will an employee receive more than 7.5% incentive pay, with the exception of the grandfathered* in employee(s) who in no event will receive more than 10% incentive pay.

- 16. <u>Uniform Allowance</u>: 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.
- 17. <u>Bilingual Pay:</u> Seventy Five dollars (\$75) per pay period salary increase shall be granted to up to one (1) employee from the Fire Department and up to one (1) employee from the Police Department 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.
- 18. <u>Catastrophic Leave</u>: 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.
 - 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 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.

19. Bereavement Leave:

Regular and probationary employees are entitled to bereavement leave due to the death of a family member as follows:

- A. For purposes of this Section, "family member" means an employee's spouse (including domestic partner), child of either spouse), parent (of either spouse and including stepparent), sibling (including sibling-in-law), grandparent (of either spouse), and grandchild (of either spouse).
- B. For the death of a family member within the state, bereavement leave shall be limited to three (3) paid working days (or shifts) and two (2) unpaid working days (or shifts), except that an employee may use vacation, sick, or compensatory time off that is otherwise available to the employee to substitute for unpaid time. For the death of a family member out of state, bereavement leave shall be limited to five (5) paid working days (or shifts).
- C. Days of bereavement leave need not be consecutive but shall be completed within three months of the date of death of the family member.
- D. If requested by the City, the employee, within thirty (30) days of the first day of leave, shall provide documentation of the death of the family member. As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, stitution, or governmental agency.
- 20. 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.
- 21. 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, 2023 and shall continue in force to and including June 30, 2025. 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.

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MARINA PUBLIC SAFETY MANAGEMENT ASSOCIATION

ву:________

Date: 5|13|24

Salary Effective 7/5/2023:

Title	Step A	Step B	Step C	Step D	Step E
Police Commander	\$ 74.5797	\$ 78.3087	\$ 82.2241	\$ 86.3353	\$ 90.6521
Fire Division Chief	\$ 63.9340	\$ 67.1307	\$ 70.4872	\$ 74.0116	\$ 77.7122

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RESOLUTION NO. 2024-56

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A CORRECTION TO THE SALARY SCHEDULE FOR THE MPSMA

WHEREAS, on May 7th, 2024, the City Council approved salary changes and a Memorandum of Understanding (MOU) with the Marina Professional Firefighters Association (MPFFA) and the Marina Public Safety Management Association (MPSMA); and,

WHEREAS, staff identified necessary corrections to the salary table for the MPSMA Fire Division Chief salary; and,

WHEREAS, the is no additional fiscal impact of the corrections; and,

WHEREAS all other terms of the Memorandum of Understanding remain unchanged.

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

1. Adopting Resolution No. 2024- approving a correction to the salary schedule for the MPSMA.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 7th day of June 2024, 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 C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Exhibit A

SALARY SCHEDULES

Effective July 2023

MPSMA

Title	Step A	Step B	Step C	Step D	Step E
Fire Division					
Chief	\$ 66.4913	\$ 69.8159	\$ 73.3067	\$ 76.9720	\$ 80.8206