

SIDE LETTER OF AGREEMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MARINA AND
MARINA EMPLOYEES ASSOCIATION

The existing Memorandum of Understanding between the City of Marina (hereinafter "City") and the Marina Employees Association (hereinafter "Association") was adopted by Marina City Council by Resolution 2007-12 on January 9, 2007. The term of the MOU is January 1, 2007 through December 31, 2010.

This Side Letter of Agreement (hereafter "SLA") is entered into by and between the City of Marina and the Marina Employees Association and shall extend the MOU for one (1) year and is effective as of July 1, 2010 through December 31, 2011.

ARTICLE VII. SALARY

Scheduled July 1, 2010 – Cost of Living Adjustment This section of the existing MOU is amended to defer the current scheduled July 1, 2010 cost of living adjustment for one (1) year and shall be effective date of July 1, 2011.

ALL OTHER TERMS AND CONDITIONS" Except as expressly modified by this Side Letter Agreement, all other terms and conditions of employment contained in the existing MOU shall remain in effect as provided therein through December 31, 2011 and therefore are not subject to meet and confer for the duration of the MOU unless mutually agreed to by the City and the Association.

CITY OF MARINA

By: _____

Anthony J. Altfeld
City Manager/Employee Relations Officer

MARINA EMPLOYEES ASSOCIATION

By: _____

Ed Meachum
President, Marina Employees Association

Dated: _____

By: _____

Kathy E. McFall
Interim Human Resources and Risk Director

Dated: _____

RESOLUTION NO. 2010-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING SIDE LETTER AGREEMENT (SLA) AMENDING THE EXISTING
MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MARINA AND
THE MARINA EMPLOYEES ASSOCIATION (MEA) AND AUTHORIZE CITY MANAGER
TO EXECUTE SIDE LETTER AGREEMENT ON BEHALF OF CITY
SUBJECT TO THE FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS at a regular meeting on January 9, 2007, the Marina City Council adopted Resolution 2007-12, approving the existing Memorandum of Understanding (MOU) between the City of Marina and the Marina Employees Association (MEA) for a four (4) year term of January 1, 2007 through December 31, 2010, and;

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Employees Association will expire on December 31, 2010, which includes a cost of living adjustment of not less than two percent (2%) and no more than six percent (6%) for MEA members and a scheduled salary survey to be conducted for the subject of bargaining unit classifications within twelve (12) months prior to the expiration of the labor contract, and;

WHEREAS, the Marina Employees Association submitted a Side Letter Agreement to amend sections of the existing Memorandum of Understanding to defer the cost of living adjustments scheduled for July 1, 2010 and to extend the existing MOU for one (1) year and to extend the termination date of the existing MOU between the City and the MEA for one (1) year, from December 31, 2010 to December 31, 2011 ("Exhibit A"), and;

WHEREAS, the proposed Side Letter Agreement and approve the deferral of the 2010 cost of living adjustment and one (1) year extension of the existing MOU, all other terms and conditions of employment contained in the existing MOU shall remain in effect as provided therein through December 31, 2011, and except as expressly modified by the Side Letter Agreement are not subject to meet and confer for the duration of the MOU unless mutually agreed to by the City and the Association, and;

WHEREAS, the deferred total cost is approximately \$45,000, in FY 2010-11 with the cost deferred having two (2) major assumptions: (1) cost of living adjustment would have resulted a two percent (2%) adjustment effective July 1, 2010 and (2) the deferred cost impact upon overtime was excluded, and;

WHEREAS, the governing MOU provides for a possible adjustment range of between 2% (minimum) and 6% (maximum), depending on the SF/Bay Area Consumer Price Index (CPI) for Urban Wage Earners, and;

WHEREAS, all matters related to fiscal impact are associated with previously negotiated terms and conditions as set forth in the previously adopted MOU between the MEA and the City. Funding for all terms and conditions of employment associated with Marina Employee Association personnel were included in the proposed FY 2010-11 Budget.

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

1. Approve the Side Letter Agreement (SLA) amending the existing Memorandum of Understanding between City of Marina and the Marina Employees Association (MEA), and;
2. Authorize City Manager to execute Side Letter Agreement on behalf of City subject to the final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of June 2010, by the following vote:

AYES, COUNCIL MEMBERS: Ford, McCall, O'Connell, Gray, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:



Dimitra M. Hubbard, Deputy City Clerk

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

ARTICLE I. PREAMBLE

This addendum is entered into by and between the Marina Employees Association (hereafter "Association") and the City of Marina (hereafter "City").

By agreeing to this addendum the City and the Association hereby extend the Memorandum of Understanding ("MOU") between the City and Association in effect from January 1, 2006 to December 31, 2006, for the term set forth below. Except as expressly modified by this addendum, all terms and conditions of employment contained in the MOU shall remain in effect for the four year extension provided by this addendum.

ARTICLE II. TERM

By this addendum the parties agree to extend the MOU for four years, from January 1, 2007 to December 31, 2010.

ARTICLE III. SALARY

For those classifications shown on the City's salary survey to have a market differential of twenty-five percent (25%) or more, current employees in those classifications will receive a ten percent (10%) salary increase effective January 1, 2007, and a cost of living adjustment tied to the SF/Bay Area Consumer Price Index (CPI) for Urban Wage Earners, to be not less than two percent (2%) or more than six percent (6%) effective July 1, 2007. The CPI will be based on the April Index. For each year of the remaining three years of the labor agreement, bargaining unit employees in this group will receive a salary increase of five percent (5%) effective January 1 of each year of the contract, and a cost of living adjustment tied to the above-stated CPI formula, effective July 1 of each contract year.

For classifications shown on the salary survey to have a market differential of less than twenty-five percent (25%), current employees in those classifications will receive a salary increase of forty-percent (40%) of the market differential for their classification effective January 1, 2007. Effective January 1 of each succeeding year to the contract, employees in this group will receive the remaining sixty-percent (60%) of the market differential divided into three equal adjustments, to be paid each January 1 for the remaining three years of the contract.

Employees in this group will also receive a cost of living adjustment tied to the CPI formula stated above, effective July 1 of each year of the contract.

ARTICLE IV. HEALTH AND DENTAL PREMIUMS

For the term of the labor agreement, the City agrees to absorb any and all increases in premiums for health and dental coverage for bargaining unit employees.

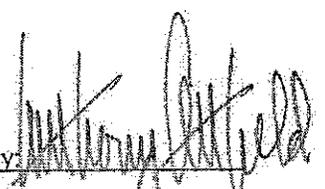
ARTICLE V. SALARY SURVEY

The City agrees to conduct a salary survey for the subject of bargaining unit classifications within 12 months prior to the expiration of the labor contract. By agreeing to conduct the survey the City assumes no obligation regarding salary adjustments for the succeeding bargaining agreement.

ALL OTHER TERMS and conditions of employment contained in the parties' MOU shall remain status quo and not subject to meet and confer for the duration of the MOU unless mutually agreed to by the City and the Association.

CITY OF MARINA

MARINA EMPLOYEES ASSOCIATION

By: 

By: 

Dated: 3-12-07

Dated: 3-12-07

RESOLUTION NO. 2007-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING TERMS OF AGREEMENT BETWEEN THE CITY OF MARINA AND THE MARINA EMPLOYEES, MANAGEMENT, PUBLIC SAFETY OFFICER AND DEPARTMENT DIRECTORS EMPLOYEE ASSOCIATIONS AND UNREPRESENTED EMPLOYEE CLASSIFICATIONS, AUTHORIZING ADJUSTMENTS TO CITY COMPENSATION PLAN TO INCLUDE SALARY ADJUSTMENTS, HEALTH AND DENTAL PREMIUMS, HEALTH BENEFIT ALLOWANCE AND OTHER SPECIFIED TERMS AND CONDITIONS OF EMPLOYMENT SPECIFIED IN RESPECTIVE CONTRACT ADDENDUMS AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING ENTRIES

WHEREAS, On February 17 and 18, 2006, the City Council and City Manager participated in the annual City Council/City Manager Relations Workshop for the purpose of reviewing current and future policy goals and objectives, review and discuss progress toward meeting such goals and objectives and to identify any new policy goals and objectives that the City Council may wish to further pursue; and

WHEREAS, One of the key discussion topics identified as an outcome of the February 2006 City Council/City Manager Relations Workshop was Employee Recruitment and Retention and the requirement to look at and give serious consideration to City employee compensation and benefit issues that directly impact the ability of the City to recruit and retain both qualified and quality employees; and

WHEREAS, After discussion, the City Council consented to further pursuing these matters with the goal of bringing employee wages up to at least the average of those cities for which the City must compete to recruit and retain qualified and quality employees; and

WHEREAS, The goal for the City to substantively address employee compensation matters was further reaffirmed during the City Manager performance review that was completed in September 2006 and identified as a "Priority for Calendar Year 2007"; and

WHEREAS, Subsequently, the City of Marina opened negotiations with four (4) Employee Associations in approximately March 2006, which included the Public Safety Officers Association (PSOA), the Management Employee Association (MEA), the Marina Miscellaneous Employee Association (MMEA) and the Department Director Informal Bargaining Association; and

WHEREAS, funding for each respective position was included in the 2006-07 Budget in the various Personnel Salaries and Benefits Accounts, and it is anticipated that appropriations for the salary and benefit adjustments in the 2006-07 Budget may be adequate in many departments due to salary savings from vacancies.

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

1. Approve terms of agreement between the City of Marina and the Marina Employees, Management, Public Safety Officer and Department Director Employee Associations and Unrepresented employee classifications;

2. Authorizing adjustments to City Compensation Plan to include salary adjustments, health and dental premiums, health benefit allowance and other specified terms and conditions of employment specific in respective contract addendums, and;
3. Authorize the Finance Director to make the necessary accounting entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on January 9, 2007 by the following vote:

AYES, COUNCIL MEMBERS: Gray, Morrison, McCall and Mettee-McCutcheon

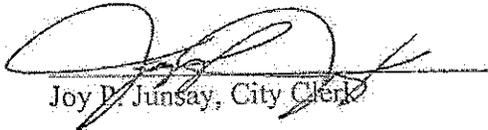
NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: Wilmot

ABSTAIN, COUNCIL MEMBERS: None


Ila Mettee-McCutcheon, Mayor

ATTEST:


Joy P. Junsay, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARINA AND THE MARINA
MISCELLANEOUS EMPLOYEES ASSOCIATION
2005-2006

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 in the Department Directors' Group, Marina Management Employees Group or the Public safety Officers' Association,

WHEREAS, Anthony J. Altfeld, 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-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 been engaged in a series of meet-and-confer sessions relating to salaries and related matters for January 1, 2005 to December 31, 2006; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE II: SALARY AND BENEFITS

1. **Salary.** Members of the Association shall receive a salary adjustment of two percent (2.0%), effective January 1, 2006.

Members of the Association shall receive a salary adjustment of two percent (2.0%), effective July 1, 2006.

2. **Flexible Benefit Plan.** The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follows:

A. City shall provide an allowance of \$540.91 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, 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. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash shall accrue on a monthly basis and be paid to the member on the first regular payday in December and June. Should a member's employment with the City terminate prior to payment of such amounts, any amount accrued shall be paid at that time. 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. 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. F. City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the Plan.

G. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan.

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

I. Effective July 1, 2003, it is the intent that the City pay additional Dental Insurance premium increase per month estimated 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.

J. Upon effective date or January 1, 2006 whichever is sooner through December 31, 2006, it is the intent that the City shall pay additional Medical Health insurance premium per month as follows:

Employee only:	\$124.61
Employee + one:	\$249.22
Employee + family:	\$323.59

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

K. Upon effective date or January 1, 2006, whichever is sooner through December 31, 2006, it is the intent that the City shall provide for the cost of the Vision Plan on behalf of each member.

3. **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.

4. **Retirement.** The City will provide Public Employees' Retirement System (PERS") at age 55 retirement and will pay the contributions for PERS 2% at age 55 retirement for each member.

5. **Holiday Schedule.** For each member of the group, the following holiday schedule shall apply:

The third Monday of January (Martin Luther King, Jr Birthday).

The third Monday of February (President's Day).

The last Monday in May (Memorial Day).

The Fourth-of-July (Independence Day).

The first Monday in September (Labor Day).

November 11th (Veteran's Day).

The fourth Thursday of November (Thanksgiving Day).

The day following Thanksgiving Day.

December 24 through the first day of January (New Year's Day excluding Saturday and Sunday)

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.

One-Half of each allowance shall be paid in December and the other half in June.

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. **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.

15. **Bilingual Pay.** A fifty dollars (\$50) per pay period salary increase shall be granted to up to two (2) 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's oral test administered by the County of Monterey or other approved agency

16. **Classification and Compensation Study.** The City proposes to initiate a City-wide classification and compensation study during Fiscal Year 2003-04 with the goal of completing said study prior to June 30, 2004. In proceeding with such study, it is understood by the Association that no commitment is made by the City or otherwise inferred as to whether the results and or findings will be implemented.

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.

18. **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: DURATION OF AGREEMENT

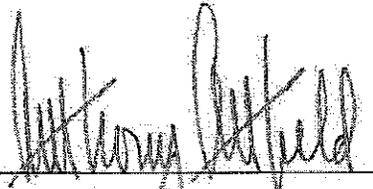
Reopen Contract. The city agrees to reopen the contract with the Association in the event another City bargaining unit receives a more favorable economic benefit on an item applicable to the MMEA bargaining unit.

Realized Revenue Policy. The City agrees to meet with representation of all bargaining units in February 2006, to discuss the possibility of adopting a "realized revenue" policy.

This agreement shall take effect on January 1, 2005 and shall continue in force to and including December 31, 2006. 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 nor later than October 31, 2006. If neither party notifies the other in writing, the MOU shall remain in effect for an additional year.

CITY OF MARINA

MARINA MISCELLANEOUS
EMPLOYEES ASSOCIATION

By: 

By: 

Dated: 3.12.07

Dated: 3-12-07

RESOLUTION NO. 2005-260

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING TERMS OF AGREEMENT BETWEEN THE CITY OF MARINA AND THE MISCELLANEOUS, MANAGEMENT, DIRECTOR AND PUBLIC SAFETY EMPLOYEE ASSOCIATIONS, AND UNREPRESENTED EMPLOYEES - DEVELOPMENT SERVICES DIRECTOR, COMMUNITY DEVELOPMENT DIRECTOR, UNIVERSITY VILLAGES PROJECT MANAGER, FINANCE DIRECTOR AND ASSISTANT CITY MANAGER PERTAINING TO CERTAIN CHANGES IN WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING ENTRIES

BE IT RESOLVED that the City Council of the City of Marina hereby:

1. Approve the terms of agreement between the City of Marina and the Miscellaneous, Management, Directors and Public Safety Employee Associations and unrepresented employees - Development Services Director, Community Development Director, University Villages Project Manager, Finance Director and Assistant City Manager pertaining to certain changes in wages, hours and terms and conditions of employment (EXHIBIT A);
2. Approve the terms as proposed and presented to Public Safety Officers Association (PSOA) in anticipation of receiving a formal response from PSOA prior to the end of the calendar year; and
3. Authorize the Finance Director to make the necessary accounting entries effective January 1, 2005 and continuing in force to and including June 30, 2006.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on December 20, 2005 by the following vote:

AYES, COUNCIL MEMBERS: Gray, Morrison, Wilmot, McCall and Mettee-McCutcheon

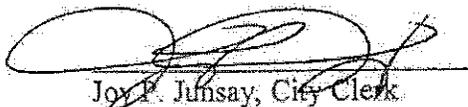
NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None


Ila Mettee-McCutcheon, Mayor

ATTEST:


Joy F. Junsay, City Clerk