

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

The existing Memorandum of Understanding between the City of Marina (hereinafter "City") and the Marina Management Employees Association (hereinafter "Association") was adopted by Marina City Council by Resolution 2009-10c on January 9, 2007. The term of the existing MOU is January 1, 2007 through December 31, 2010.

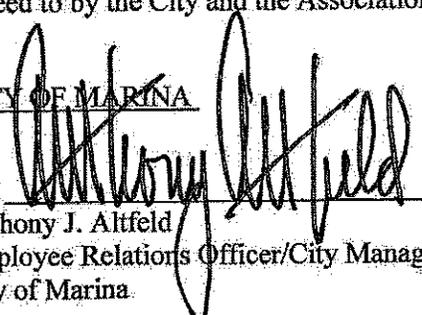
This Side Letter of Agreement (hereafter "SLA") is entered into by and between the City of Marina and the Marina Management Employees Association and shall extend the MOU for one (1) year effective as of January 1, 2011 through December 31, 2011,

ARTICLE V. COMPENSATION

**Section 1.A. Scheduled July 1, 2010 Cost Of Living Adjustment (COLA) Based On Consumer Price Index (CPI):** This section of the existing MOU shall be amended to defer the scheduled July 1, 2010 Cost of Living Adjustment (COLA) for one (1) year effective 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 rollover and 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  
Employee Relations Officer/City Manager  
City of Marina

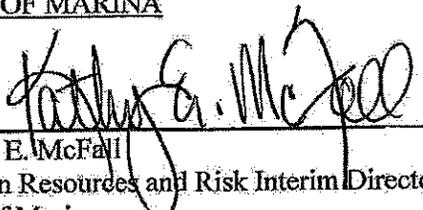
Dated: 06.25.10

MARINA MANAGEMENT EMPLOYEES ASSOCIATION

By:   
Jeff C. Cochran  
Association Officer  
Marina Management Employees Association

Dated: 6/24/10

CITY OF MARINA

By:   
Kathy E. McFall  
Human Resources and Risk Interim Director  
City of Marina

Dated: 06/25/10

MARINA MANAGEMENT EMPLOYEES ASSOCIATION

By:   
Craig Oliver  
Association Officer  
Marina Management Employees Association

Dated: 6/24/2010

June 8, 2010

Item No. 8f(1)

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of June 15, 2010

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2010-  
APPROVING SIDE LETTER AGREEMENT AMENDING EXISTING  
MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MARINA  
AND MARINA MANAGEMENT EMPLOYEES ASSOCIATION AND  
AUTHORIZING CITY MANAGER TO EXECUTE SIDE LETTER  
AGREEMENT PENDING FINAL REVIEW AND APPROVAL BY THE  
CITY ATTORNEY.**

**REQUEST:**

It is requested that the City Council:

1. Consider adopting Resolution No. 2010-, approving Side Letter of Agreement (SLA) amending the existing Memorandum of Understanding (MOU) between the City of Marina (City) and the Marina Management Employees Association (MMEA)
2. Authorize City Manager to execute Side Letter Agreement on behalf of City subject to the final review and approval by the City Attorney.

**BACKGROUND:**

At a regular meeting on January 9, 2007, the Marina City Council adopted Resolution 2007-10a, approving the existing Memorandum of Understanding (MOU) between the City of Marina and the Marina Management Employees Association (MMEA) for a four (4) year term of January 1, 2006 through December 31, 2010.

At the request of the Marina Management Employees Association staff is requesting that City Council consider adopting a Side Letter Agreement proposed by the Marina Management Employees Association to amend sections of the existing Memorandum of Understanding to defer the salary adjustments scheduled for January 1, 2010 and July 1, 2010, and to extend the existing MOU for one (1) year ("EXHIBIT A").

**ANALYSIS:**

The existing Memorandum Of Understanding between the City of Marina and the Marina Management Employees Association will expire on December 31, 2010. The MOU includes a scheduled salary adjustment to be based on the April 2010, Cost Of Living Adjustment (COLA) and effective July 1, 2010.

At the request of the Marina Management Employees Association staff is requesting that City Council consider adopting a Side Letter Agreement proposed by the Association to amend the existing MOU, defer the negotiated April, 2010, CPI survey and defer the Cost of Living Adjustment (COLA) scheduled for July 1, 2010 to July 1, 2011, and to extend the term of the existing MOU for one (1) year, from December 31, 2010 termination date to January 1, 2011 through December 31, 2011, and rollover the existing terms and conditions of employment for an additional year.

Should the City Council authorize the proposed Side Letter Agreement and approve deferral of the April, 2010 scheduled CPI survey to April, 2011, deferral of the July 1, 2010 scheduled COLA to July 1, 2011, and approve the one (1) year extension of the existing MOU through December 31 2011, the rollover of all other terms and conditions of employment contained in the existing MOU, and maintain in effect as provided therein through December 31, 2011, and except as expressly modified by this 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.

Staff is requesting that City Council consider authorizing the City Manager as Employee Relations Officer to execute the proposed Side Letter Agreement effective January 1, 2011 through December 31, 2011, subject to final review and approval by the City Attorney.

City Council consideration of this request is considered a matter of governance. The authority and requirements for considering approval of this proposal are related to the City's adopted Employee Relations Ordinance and to the requirements for "good faith" bargaining pursuant to the Meyers-Milias-Brown Act.

**FISCAL IMPACT:**

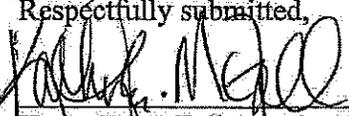
Should the City Council approve this request, the deferred total cost is approximately \$8,500 in FY 2010-11. The cost deferred had two (2) major assumptions: (1) the market study would result in a 2% adjustment effective July 1, 2010 and (2) the deferred cost impact upon overtime was excluded.

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

**CONCLUSION:**

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

  
\_\_\_\_\_  
Kathy E. McFall, Interim Director  
Human Resources and Risk Management  
City of Marina

**REVIEWED/CONCUR:**

  
\_\_\_\_\_  
Anthony J. Alfeld  
City Manager  
City of Marina

**REVIEWED/CONCUR FISCAL IMPACT:**

  
\_\_\_\_\_  
Lauren Lai, CPA  
Finance Director  
City of Marina

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

ARTICLE I. PREAMBLE

This addendum is entered into by and between the Management Employees Association of Marina (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. HEALTH INSURANCE ALLOWANCE

City agrees to increase the allowance to the same level as presently provided to Marina Employees Association bargaining unit members.

ARTICLE VI. 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.

ARTICLE VII. PUBLIC WORKS SUPERINTENDANT

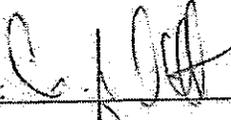
The public works superintendent shall be assigned a City non-personal use vehicle.

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

MANAGEMENT EMPLOYEES  
ASSOCIATION OF MARINA

By:   
Dated: 3-13-07

By:   
Dated: 2-9-07

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.

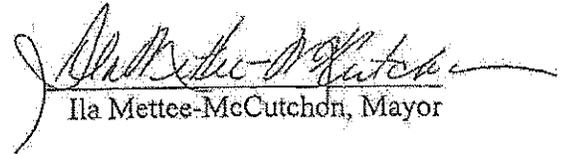
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on January 9, 2007 by the following vote:

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

NOES, COUNCIL MEMBERS: None

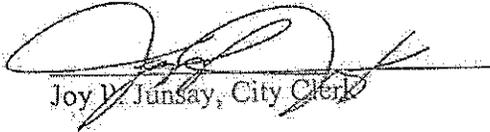
ABSENT, COUNCIL MEMBERS: Wilmot

ABSTAIN, COUNCIL MEMBERS: None



Ila Mettee-McCutchon, Mayor

ATTEST:



Joy V. Junsay, City Clerk

RESOLUTION NO. 2004-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING LETTER OF AGREEMENT BETWEEN THE MANAGEMENT EMPLOYEE  
ASSOCIATION OF MARINA AND THE CITY OF MARINA EXTENDING MEMORANDUM  
OF UNDERSTANDING AND MODIFYING CERTAIN TERMS AND CONDITIONS AND  
AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET  
CHANGES

WHEREAS, All four (4) City of Marina employee bargaining units (units) Memorandum of Understandings (MOU) expired on June 30, 2004, and three (3) of the four (4) units served notice to the City of reopen negotiations with the Employee Relations Officer in a timely manner: the Public Safety Officers Association (PSOA), the Management Employees Association of Marina (MEAM) and the Marina Miscellaneous Employee Association (MMEA), and;

WHEREAS, On June 28, 2004 the City of Marina's negotiating team sent a formal offer to the MMEA to extend the current MOU with the following terms and conditions:

1. Term: Six months (July 1, 2004 – December 31, 2004).
2. Salary Adjustment: In consideration for the six-month extension, bargaining unit members will receive a cost of living salary adjustment tied to the CPI index for the San Francisco Bay Area – Urban Wage Earner and Clerical Workers, based on the annual increase for June 2004. The actual salary adjustment will reflect a CPI increase of two percent (2%).
3. Salary Survey: In further consideration for the extension, the City agrees to complete a salary survey of comparable public agencies by the end of November 2004, for the purpose of negotiating salary and benefits for a long-term agreement with the bargaining unit. The City will determine the survey components and methodology, but such information will be provided to the bargaining unit representatives once the City has decided it.
4. Health Insurance: In further consideration for the extension, the City will commit to covering one hundred percent (100%) of the health and dental premium increases that will go into effect on January 1, 2005, thereby freezing employee out-of-pocket premiums for health and dental insurance at existing levels for 2005. This commitment is limited to health and dental insurance rates for 2005 and the City intends to pursue negotiations with your bargaining unit for a long-term plan for addressing health and dental insurance and the end of the extension period.
5. All other terms and conditions of the current MOU will remain status quo for the term of the extension.

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

1. Approve the Letter of Agreement between the Management Employees Association of Marina and the City of Marina extending Memorandum of Understand;
2. Approve amended terms and conditions to become effective July 1, 2004; and
3. Authorizes the Finance Director to make the necessary budget changes.

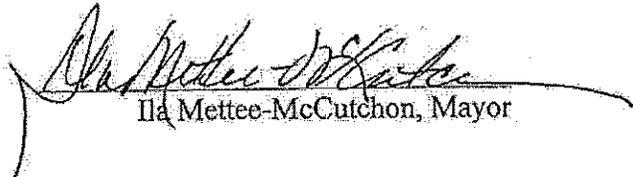
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held September 8, 2004 by the following vote:

AYES, Council Members: Delgado, Gray, Morrison, McCall and Mettee-McCutchon

NOES, Council Members: None

ABSENT, Council Members: None

ABSTAIN, Council Members: None



Ila Mettee-McCutchon, Mayor

ATTEST:



Joy P. Funsay, City Clerk

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

ARTICLE I: PREAMBLE

WHEREAS, the Management Employees Association of Marina, hereinafter referred to as "Association," is the recognized employee group representing the Management Employees of the City of Marina, and Anthony J. Altfeld, 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 et seq. 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 the 2003-2004 Fiscal Year Budget; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE II: SALARY AND BENEFITS

1. Salary.

A. Members of the Association shall receive a salary adjustment of Three and one-tenth percent (3.1%), effective July 1, 2003.

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

A. Year 1, 2003/04

City shall provide an allowance of \$525 per month to each member for medical insurance and voluntary programs such as Dental 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 health insurance pursuant to the Public Employees Medical and Hospital Care Act (PERS Health plan), 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.

E. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually. A member may also pay any amount into the Dependent Care Reimbursement Account for the Fiscal Years 2002-2003.

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. City shall pay up to \$20.00 per member per month as an allowance for a vision plan. Any difference between the monthly premium and the allowance shall be the responsibility of the member.

J. Effective July 1, 2003 through June 30, 2004, it is the intent that the City pay additional Dental Insurance premium increase per month estimated as follows:

Employee only	\$10.00
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. Upon effective date or January 1, 2004 whichever is sooner through June 30, 2004, it is the intent that the City shall pay additional Medical Health insurance premium per month estimated as follows:

Employee only	\$ 55.00
Employee + one	\$110.00
Employee + family	\$142.00

Any difference between the monthly premium due to coverage change and the allowance shall be the responsibility of the 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. 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 one hundred twenty (120) hours.

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. Administrative Leave will be paid in December (prior to Christmas).

5. Retirement. The City shall provide retirement benefits under the Public Employees' Retirement System (PERS), as follows:

A. For non-public safety members of the Association, the City will provide PERS at age 55 retirement and will pay for each member the amount equal to the employee and employer contributions for PERS 2% at age 60 retirement and the employee shall pay the difference between that amount and the employee and employer contributions for PERS 2% at age 55 retirement.

B. For sworn public safety members of the Association, the City will provide and pay for each member the employee and employer contributions for PERS 3% at age 50 retirement (CHP Plan).

C. The City will include in reportable wages to PERS the City payment of the Association member's PERS contribution. It is agreed any costs that are incurred by the City will be assumed by the Managers.

6. 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.

7. 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.

8. Physical. The City shall pay up to Three Hundred Dollars (\$300.00) for the cost of a physical examination for each Association Member on a basis of one-third (1/3) of the Management employees will be allowed a physical at City cost each fiscal year. Employees shall provide the medical billing record to the City prior to receipt of reimbursement payment.

9. 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.

10. 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.

11. 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.

12. 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.

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.

14. Uniform Allowance. A uniform allowance of Three Hundred Fifty (\$350.00) Dollars shall be given to Public Safety members of the Association, to be paid on a semi-annual basis, in June and December (prior to Christmas). Public Safety members will be provided with uniforms and equipment.

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. 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 other approved agency.

17. 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.

18. 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.

19. 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.

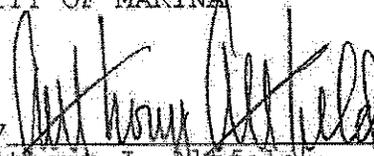
Said Leave shall be limited to three (3) working days (or shifts) within the state and two (2) additional working days (or shifts) out of state per calendar year may be granted by the City Manager. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation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

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

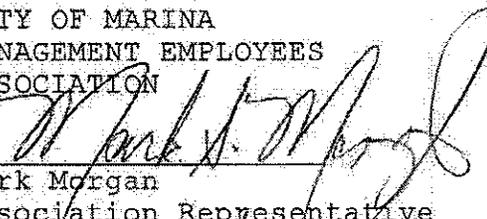
Effective Date. This agreement applies to all members of the Management Employees Association. This agreement shall take effect on signing, and shall continue in force to and including June 30, 2004. If either party wishes to amend this Memorandum of Understanding it shall provide written notice to the other neither sooner than 120 days prior to the termination of this agreement nor later than April 30, 2004. If neither party notifies the other in writing, the MOU shall remain in effect for an additional year.

CITY OF MARINA

By   
Anthony J. Altfield  
Employee Relations Officer

Dated: 09.09.03, 2003

CITY OF MARINA  
MANAGEMENT EMPLOYEES  
ASSOCIATION

By   
Mark Morgan  
Association Representative

Dated 9/3/03, 2003

RESOLUTION NO. 2010-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING THE SIDE LETTER AGREEMENT AMENDING THE EXISTING  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE  
MARINA MANAGEMENT EMPLOYEES ASSOCIATION, AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE SIDE LETTER AGREEMENT PENDING FINAL  
REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on January 9, 2007, the City Council adopted Resolution No. 2007-10a, approving the Memorandum of Understanding (MOU) between the City of Marina and the Marina Management Employees Association and authorized the City Manager, as Employee Relations Officer, to execute the agreement on behalf of the City, and;

WHEREAS, the Marina Management Employees Association submitted a proposal to the City of Marina to amend the Compensation section of the existing Memorandum of Understanding and defer the scheduled April, 2010 CPI survey and the Cost Of Living Adjustment effective July 1, 2010 to July 1, 2011, and to extend the term of the existing MOU for one (1) year, terminating on December 31, 2011, and;

WHEREAS, all other terms and conditions of employment contained in the existing MOU shall rollover for one (1) year and shall remain in effect as provided therein through December 31, 2011, and except as expressly modified by this 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 \$8,500.00 in FY 2010-11. The cost deferred had two major assumptions: (1) the market study would result in a 2% adjustment effective July 1, 2010 and (2) the deferred cost impact upon overtime was excluded.

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 MMEA and the City. Funding for all terms and conditions of employment associated with management personnel were included in the proposed FY 2010-11 Budget.

WHEREAS, Side Letter Agreement will be adopted effective July 1, 2010 through December 31, 2011, amending the Memorandum of Understanding between the City of Marina and the Marina Management Employees Association (MMEA), and deferring the July 1, 2010 COLA for Marina Management Employees Association to July 1, 2011, and rollover the terms and conditions of the existing MOU.

WHEREAS, all terms and conditions of the existing MOU shall remain in effect as provided herein through December 31, 2011, and, except as expressly modified by this 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.

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

1. Approve Side Letter of Agreement (SLA) amending the existing Memorandum of Understanding (MOU) between the City of Marina (City) and the Marina Management Employees Association (MMEA)
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 15<sup>th</sup> day of June, 2010, by the following vote:

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

NOES, COUNCIL MEMBERS: None

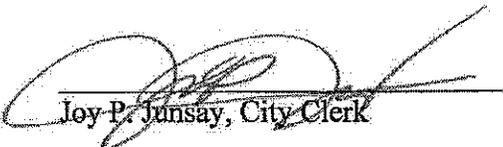
ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:



Joy P. Junsay, City Clerk