



AGENDA

Tuesday, October 25, 2022

7:00 P.M. Closed Session

7:10 P.M. Open Session

SPECIAL MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

In accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-123, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of March 31, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). This meeting is being broadcast “live” on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City’s home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the “Raise Your Hand” feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line “Public Comment Item#___” (insert the item number relevant to your comment) or “Public Comment – Non Agenda Item.” Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina’s website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff’s ability to post the documents before the meeting

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

1. CALL TO ORDER



2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

- a. Conference with Legal Counsel, Potential litigation, exposure to litigation per: "Conference with Legal Counsel – anticipated litigation, significant exposure to litigation pursuant to paragraph (2)(d) of CA Govt. Code sec. 54956.9 – One potential case

7:10 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)

4. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

- a. City Council consider adopting Resolution No. 2022-, authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and the Marina Employees' Association (MEA) incorporating the September 29, 2022, Tentative Agreement; and authorizing adjustments to the City's Salary Schedule and Compensation Plan; and authorizing Finance Director to make appropriate accounting and budgetary entries.

5. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, October 21, 2022.

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the City Clerk's Office during regular office hours and in a 'Supplemental Binder' at the meeting.

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

*ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. to request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org. requests must be made at least **48 hours** in advance of the meeting.*

October 19, 2022

Item No. **4a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 25, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-
AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
MARINA AND THE MARINA EMPLOYEES ASSOCIATION (MEA);
AND, AUTHORIZING ADJUSTMENTS TO THE CITY'S SALARY
SCHEDULE AND COMPENSATION PLAN AND AUTHORIZING THE
FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGET AND
ACCOUNTING ENTRIES**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2022 - authorizing the City Manager to execute a Memorandum of Understanding between the City of Marina and the Marina Employees' Association (MEA) incorporating the September 29, 2022, Tentative Agreement (**EXHIBIT A**); and
2. Authorizing adjustments to the City's Salary Schedule (**EXHIBIT B**) and Compensation Plan, and;
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City has been bargaining with several of its units for some time. The general pattern has been to consider both competitive market considerations and appropriate cost of living adjustments. City management and the Marina Employees' Association have come to agreement on proposals that remain within the parameters the City Council has authorized staff. Final approval is now before the City Council.

ANALYSIS:

The MEA MOU has expired, and the City and MEA leadership have been negotiating terms for a new MOU.

The MOU calls for market equity adjustments to certain classifications in order to keep those particular salaries at either the average or median, whichever is lower, of the City's eight city comparison of Pacific Grove, Seaside, Monterey, Watsonville, Salinas, San Luis Obispo, Hollister and Gilroy.

The terms that are being changed in the new MOU are summarized in the section below and in the attached City of Marina / Marina Employees' Association (MEA) Tentative Agreement September 29, 2022 (**EXHIBIT A**). Salary increases will be effective as of October 24, 2022.

Marina Employees' Association (MEA) MOU Changes

1) **Term:** June 30, 2023

2) **Salary:** - 6.5% general salary increase effective October 24, 2022.

- Classifications listed under the Equity Salary Survey Adjustments below, shall receive increases as noted instead of a flat six- and one-half percent (6.5) salary increase.

3) **Equity Salary Survey Adjustments:** The Parties agreed to add the previously negotiated Equity adjustments effective in the first full pay period following ratification and approval of the new Agreement. The previous TA language on equity adjustments, less the salary increases are provided in the table below.

Proposed Equity Adjustments

	Survey	Less 2021 COLA allowance	Equity Adj. (Survey – COLA)	2022 COLA	Total Increase (Survey + 2022 COLA)
Administrative Asst II	3.9%	2.5%	1.4%	4%	7.9%
CSO	7.7%	2.5%	5.2%	4%	11.7%
Police Records Tech	8.4%	2.5%	5.9%	4%	12.4%
Police Records Sup.	7.7%	2.5%	5.2%	4%	11.7%
PW Maintenance Worker I	3.1%	2.5%	0.6%	4%	7.1%
PW Maintenance Worker II	4.3%	2.5%	1.8%	4%	8.3%

4) **Safety Boot Allowance:** Members in this unit who are required to wear safety boots are eligible to receive once a fiscal year a boot reimbursement up to \$200 based upon submitted receipts.

5) **On-Call Pay:** Members in this unit who are assigned to be on-call during a week shall receive 8 hours of straight time pay for the week in which they are on-call in addition to any call-back pay. During the on-call assignment, the employee will need to:

1. Be available by telephone or cell phone;
2. Be able to respond to a call-back assignment including refraining from drinking alcohol during the on-call assignment period; and,
3. Respond to any call-back assignment within 30 minutes of receiving a call.

At times, the Public Works Director may need to assign additional employees to be designated as on-call for specific days beyond those assigned for the weekly assignment. Those assigned on a daily basis shall need to meet all the on-call duty assignment requirements for that day and shall receive one hour of straight pay for each day they are assigned on a daily basis in addition to any call-back pay. In an event an individual serves 7 consecutive days on an on-call basis, they shall receive 8 hours of pay instead of 7 hours of pay for those on-call work days.

For emergency on-call as required by the Director of Public Works or their designee for emergency on-call (typically storms, flooding and other weather-related incidents) an individual who is assigned to be on-call shall receive two (2) hours of pay for that on-call workday that is not their normal on-call shift.

6) **Bi-lingual Pay:** In addition to the two designated bilingual pay individuals in the unit, the position of Police Community Services Officers may be paid bilingual pay if they meet the qualifications and are approved by the City. In addition, a department head may recommend additional employees with bilingual skills to receive bilingual pay if:

1. The department has a pressing need that is not being met with the current bilingual pay designees; and,
2. The City Manager concurs with the department head's assessment.

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

- A) 0 to 9 years - 200 hours
- B) 10 or more years - 300 hours

8) **Cafeteria Cash:** For employees that receive cafeteria cash back, their cash back payments will be paid over 26 periods instead of 24 pay periods in order to allow FLSA overtime to be properly calculated.

9) **Life Insurance:** Members in this unit shall be afforded \$50,000 life insurance paid by the City, up from \$30,000 per member starting in January of 2023.

10) **Bereavement Leave.** The words "each calendar year" will be removed from the agreement. The parties agree to the changes below.

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 their spouse/registered domestic partner and the following relatives: children of either spouse/registered domestic partner, 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. 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.

11) **Clean up.** The parties shall clean-up and update the MOU by mutual agreement. Language not changed remains status quo. Any proposals not incorporated into this agreement are withdrawn.

MEA MOU fiscal impact:

This Agreement will cost the City approximately \$125,000 for the remaining 7 months of this fiscal year.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

Matt Mogensen
Assistant City Manager

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA EMPLOYEES' ASSOCIATION

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Employees' Association expired on June 30, 2021; and

WHEREAS, the City of Marina and the Marina Employees' Association have met and conferred in good faith and have reached a tentative agreement to approve a new Memorandum of Understanding; and

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2023, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU is approximately \$125,000 for the remaining seven months of the fiscal year; and;

WHEREAS, salary increases will be effective as of October 24, 2022; and

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

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

1. Authorize the City Manager to execute a new Memorandum of Understanding between the City of Marina and the Marina Employees' Association incorporating the provisions of the September 29, 2022, Tentative Agreement (**EXHIBIT A**); and
2. Authorize adjustments to the City Salary Schedule and Compensation Plan; and
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 25th day of October 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

City of Marina / Marina Employees' Association (MEA) Tentative Agreement September 29, 2022

The parties agree to the following in settlement of all outstanding negotiations subjects for a successor MOU. Unless otherwise specified all proposals with an economic impact shall be effective in the first full pay period following ratification and approval of the new Agreement.

Marina Employees' Association (MEA) MOU Changes

- 1) **Term:** Expires June 30, 2023
- 2) **Salary:** Bargaining unit members shall receive a six- and one-half percent (6.5) salary increase effective in the first full pay period following ratification and approval of the new Agreement. Classifications listed under the Proposed Equity Adjustments in Section 3 below, shall receive increases as noted instead of a flat six- and one-half percent (6.5) salary increase.
- 3) **Equity Salary Survey Adjustments:** The Parties agree to add the previously negotiated Equity adjustments effective in the first full pay period following ratification and approval of the new Agreement. The previous TA language on equity adjustments, less the salary increases said in Section two are as provided in the table below.

Proposed Equity Adjustments

	Survey	Less 2021 COLA allowance	Equity Adj. (Survey – COLA)	2022 COLA	Total Increase (Survey + 2022 COLA)
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- 4) **Safety Boot Allowance:** Members in this unit who are required by the City to wear safety boots are eligible to receive once a fiscal year a boot reimbursement up to \$200 based upon submitted receipts.
- 5) **On-Call Pay:** Members in this unit who are assigned to be on-call during a week shall receive 8 hours of straight time pay for the week in which they are on-call in addition to any call-back pay. During the on-call assignment, the employee will need to:
 - 1) Be available by telephone or cell phone;
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1. The department has a pressing need that is not being met with the current bilingual pay designees; and,
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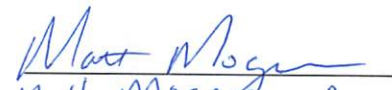
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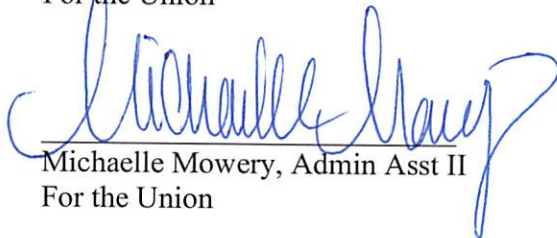
Layne Long, City Manager
For the City



Matt Moger, A.C.M.
For the City



Nicholas McIlroy, Associate Planner
For the Union



Michaelle Mowery, Admin Asst II
For the Union

Revised Salary Schedules Effective October 24, 2022**Marina Employees' Association Per the September 29, 2022 Tentative Agreement****Hourly Rates**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Account Tech	\$30.2875	\$31.8019	\$33.3920	\$35.0616	\$36.8146
Administrative Asst II	\$26.9600	\$28.3080	\$29.7234	\$31.2096	\$32.7701
Assistant Planner	\$36.1580	\$37.9659	\$39.8642	\$41.8574	\$43.9503
Associate Planner	\$39.3436	\$41.3108	\$43.3763	\$45.5452	\$47.8224
Community Services Officer	\$29.0028	\$30.4529	\$31.9756	\$33.5744	\$35.2531
COPPS Liaison Officer	\$31.2418	\$32.8039	\$34.4441	\$36.1663	\$37.9746
Deputy City Clerk	\$34.1232	\$35.8294	\$37.6209	\$39.5019	\$41.4770
Executive Assistant	\$31.3676	\$32.9360	\$34.5828	\$36.3120	\$38.1276
Mechanic	\$33.7942	\$35.4839	\$37.2581	\$39.1210	\$41.0770
Mechanic Assistant	\$24.0767	\$25.2806	\$26.5446	\$27.8718	\$29.2654
Payroll Technician	\$33.2544	\$34.9171	\$36.6630	\$38.4961	\$40.4210
Permit Technician	\$32.0592	\$33.6622	\$35.3453	\$37.1126	\$38.9682
PW Mtc Worker I	\$24.2783	\$25.4922	\$26.7668	\$28.1051	\$29.5104
PW Mtc Worker II	\$26.7036	\$28.0387	\$29.4407	\$30.9127	\$32.4583
PW Mtc Worker III	\$28.7390	\$30.1760	\$31.6848	\$33.2690	\$34.9325
PW Section Crew Lead	\$36.6675	\$38.5009	\$40.4259	\$42.4472	\$44.5696
Recreation Leader	\$28.1596	\$29.5675	\$31.0459	\$32.5982	\$34.2281
Records Supervisor	\$36.0264	\$37.8278	\$39.7191	\$41.7051	\$43.7904
Records Technician	\$27.9535	\$29.3512	\$30.8188	\$32.3597	\$33.9777
Senior Building Inspector	\$39.7295	\$41.7159	\$43.8017	\$45.9918	\$48.2914