

MEMORANDUM OF UNDERSTANDING

BETWEEN

SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION

AND

CITY OF HUNTINGTON BEACH



~~JANUARY 1, 2018 – JUNE 30, 2019~~
JUNE 11, 2022 – JUNE 30, 2025

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Article I – Term of MOU

The City of Huntington Beach ("City") and the Surf City Lifeguards Employees' Association ("SCLEA") have reached agreement for a limited Memorandum of Understanding ("MOU") for the term of ~~January 1, 2018~~June 11, 2022 – June 30, ~~2019~~2025. The parties agree to commence negotiations on a successor MOU by not later than January 15, 2025.

The terms and conditions of employment are as follows:

Article II – Representation

A. Representation Unit

City recognizes SCLEA as the representative concerning all matters relating to employer-employee relations including, but not limited to wages, hours, and other conditions of employment for all employees in the "Recurrent Ocean Lifeguard" Representation Unit, as follows:

Included: ~~All City of Huntington Beach "Recurrent Ocean Lifeguard" (Classifications: Ocean Lifeguard I, Ocean Lifeguard II, Ocean Lifeguard III, Junior Guard Instructor I, Junior Guard Instructor II, Junior Lifeguard Program Coordinator I, and Junior Lifeguard Program Coordinator II).~~

Excluded: Management Personnel, Marine Safety ~~Officers~~Captains, Ocean Lifeguard Specialist, and all other employees.

B. Employee and Union Rights

SCLEA shall have the right to represent all employees in the "Recurrent Ocean Lifeguard" representation unit in their employment relations with the City, including the Meyers-Milias-Brown Act ("MMBA") "meet and confer" process.

C. Marine Safety Division will provide space for a bulletin board in the Lifeguard Headquarters for all SCLEA members to receive information.

Article III – Payroll Deduction of Union Dues

City will continue to deduct SCLEA's monthly union dues (on a bi-weekly basis) as designated by SCLEA, and authorized by the individual employee. SCLEA agrees to hold the City harmless for such payroll deductions. In the event of a SCLEA fee arrangement outside of an agreement that is in effect, SCLEA shall indemnify and hold the City of Huntington Beach harmless against any liability arising from any claims, demands, or other action relating to the City of Huntington Beach's compliance with SCLEA's fee obligation as stated in Government Code §3502.5.b.2.

Article IV – Uniform Allowance

A. New Hires

All new hires will be issued, at no charge, a full set of uniform articles, ~~and equipment~~ which includes: a hat, T-shirt, jacket, shorts, men's black swimsuit, women's red swimsuit, tear-away sweatpants, and sandals, and equipment, which includes fins, sunglasses, and a bag.

B. Damaged Uniform Articles

The ~~Operations Supervisor~~Marine Safety Battalion Chief will replace uniform articles ~~and equipment~~ as referenced in Article IV A. that are damaged in the line of duty or worn out by the passage of time.

C. ~~Uniform –~~ Returning Recurrent Ocean Lifeguards

Upon successful completion of the requalification process each calendar year, returning Recurrent Ocean Lifeguards shall receive the following:

1. Uniform – The ~~Ceity~~ shall provide each employee with one set of shorts and a shirt, ~~to each returning "Recurrent Ocean Lifeguard".~~
2. Equipment Stipend – Each employee shall receive a two hundred dollar (\$200) equipment stipend to use toward replacing equipment necessary for employment, including fins, sunglasses, and bag. This stipend shall be provided the pay period following requalification.

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D. Sunscreen and Lip Balm

The ~~C~~city shall provide Sun Protection Factor (SPF) 15 or higher sunscreen and lip balm to all SCLEA members.

E. Reporting of Uniforms

For each CalPERS employee, the City will report to the California Public Employees' Retirement System (CalPERS), the average annual cost of uniforms provided as special compensation in accordance with Title 2, California Code of Regulations, Section 571(a)(5). The average annual cost of uniforms provided shall include uniforms issued and article replacements during a payroll calendar year. Reporting shall not include personal protective equipment, unless otherwise permitted in accordance with CalPERS law.

1. This section shall not apply to new members of this unit who are designated by CalPERS as "new members" in accordance with GC Section 7522.04 (f) and whose "Pensionable Compensation" is subject to the provisions of GC Section 7522.34.

Article V – Parking Passes

A. Parking Passes

Parking passes will be issued to "Recurrent Ocean Lifeguards" who pass the annual re-qualification exam.

B. Parking Pass - Before Requalification

Before ~~the~~ re-qualification process has been completed:

1. A parking pass will be provided to recurrent employees who are called to work; and,
2. Recurrent employees who come to the beach to train may obtain a temporary pass for that day from the ~~on-duty Operations Supervisor~~ Marine Safety Battalion Chief.

Article VI – Annual Recurrent Ocean Lifeguard Re-qualification~~s~~

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A. Work Available -- Return to Active Employment

If there is work available, and if the "Recurrent Ocean Lifeguard" meets the following criteria, the "Recurrent Ocean Lifeguard" shall be returned to active employment for the following season:

1. The employee performance evaluations meet Marine Safety Division ~~(MSD)~~ standards;
2. The employee did not resign or was not terminated from employment with the City;
3. The employee completed the existing minimum hour working standard;
4. The employee has successfully completed the yearly re-qualification exam;
5. The employee has successfully completed and responded by the dates designated in the recurrent spring questionnaire.

Article VII – Annual Physical and Technical Testing

- A. The City will continue to provide annual physical and technical testing of "Recurrent Ocean Lifeguards." All unit employees will receive recertification training and skills testing each year during the annual requalification process. The actual number of minimally required training hours will be determined annually by Marine Safety Division Administration.
- B. The City ~~will~~ provide annual skin cancer screening examinations to all unit employees to be conducted by a medical facility selected by the City at Lifeguard Headquarters or Junior Guard Headquarters. Unit employees who are screened off duty will be paid one (1) hour of compensation at the employee's base hourly rate of pay.

Article VIII – Salary Schedule

A. Modified Salary Schedule

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Effective the beginning of the pay period following City Council final approval, employees in all classifications will be moved to ~~the new step which corresponds to their current base hourly rate of pay.~~ a new salary schedule as set forth below and in Exhibit A:

1. The salary schedule will include seven (7) steps from A-G;
2. The steps will be five percent (5%) steps;
3. The salary ranges will be one percent (1%) apart;
4. Each job classification has been assigned a salary range, incorporating the following classification changes:
 - a. All Junior Lifeguard Instructor Is will be reclassified to Ocean Lifeguard Is.
 - b. All Junior Lifeguard Instructor IIs will be reclassified to Ocean Lifeguard IIs.
 - c. Junior Lifeguard Program Coordinator I is retitled to Junior Lifeguard Program Coordinator.
 - d. Junior Lifeguard Program Coordinator II is eliminated.
 - e. All employees in the classifications of Junior Lifeguard Instructor I and II at the time of this MOU approval, will retain the opportunity to work as a Junior Lifeguard Instructor, provided they pass the annual requalification process and are an employee in good standing.

The Fire Department reserves the right to reassign an employee working as a Junior Lifeguard Instructor during the normal Junior Lifeguard program summer schedule for public safety to ensure operational readiness.
5. Each employee will be placed on a salary step by:
 - a. Locating the step on their classification's assigned salary range that is nearest to their base salary step without being less.
 - b. In the event that 5a. above results in less than a two percent (2%) wage increase, the employee will move one step higher. This provision does not apply to current Junior Guard Instructor Is and IIs.

Once placed on the new, seven-step salary schedule, all Active Duty employees will be eligible to move to the next step on an annual basis upon receipt of a satisfactory performance evaluation. This provision does not apply to employees on Reserve status.

~~Work hours towards the 720 hours of merit step eligibility for employees currently eligible for a merit increase (employees on current steps A-D/NEW steps A-C) will not be impacted.~~

~~For employees currently on Step E/New Step D, only those hours worked following the beginning of the pay period following final City Council approval of the wage change will count towards the 720 work hours for eligibility for a merit step increase.~~

~~In any event, no employee in any classification as of the effective date of this provision shall be eligible for movement to the successor step until after he/she has met the required one year in service, 720 work hours and performance evaluation standards for the successive work calendar year (effective in 2018).~~

Article IX – Retirement

All employees not eligible for enrollment in the California Public Employees' Retirement System (CalPERS) shall be enrolled in the Public Agency Retirement Services (PARS).

All PARS contributing employees of this unit shall pay 7.5% towards the PARS contribution.

Article X – Work Day; Work Week

A. Fall, Winter, Spring & Spring Break and Summer

City shall establish work schedules for Fall, Winter, Spring & Spring Break, Summer and other schedules as needed.

B. Not a Guarantee of Work

Neither this provision nor any work schedule shall constitute a guarantee of work (either daily or weekly) for "Recurrent Ocean Lifeguards."

C. 1,500 Hours

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An employee represented by the SCLEA may work up to one thousand five hundred (1,500) hours in a twelve-month (12-month) period. The 12-month period shall be based on a City payroll calendar year. An employee shall not work more than 1,500 hours in this 12-month period.

Article XI – Special Pay

A. Junior Guard Instructor Pay

Employees in the classifications of Ocean Lifeguard I, II, and III shall receive an additional five percent (5%) per hour above their base hourly rate of pay for all hours worked in the Junior Guard Program.

A.B. EMT

1. Employees who maintain certification as Emergency Medical Technicians ("EMTs") according to State of California regulations and Orange County EMT policy in the classifications of Ocean Lifeguard I ~~and, Junior Guard Instructor I, Junior Guard Instructor II, Junior Lifeguard Program Coordinator I and Junior Lifeguard Program Coordinator II~~, shall receive an additional five percent (5%) per hour above their base hourly rate of pay. It is the employee's responsibility to maintain the EMT certification and to have a current EMT Certification on file. ~~[This provision became effective June 30, 2014].~~

2. Employees in the classifications of Ocean Lifeguard II and Ocean Lifeguard III shall not be eligible for EMT special pay. Employees in these classifications shall be paid their base hourly rate for the 24 hours of required bi-annual re-certification. The hours paid/worked during the bi-annual EMT re-certification course shall not count towards satisfying the minimum hour requirement for reserve status. ~~[This provision became effective for all re-certifications completed on or after May 1, 2014].~~

B.C. Bilingual Pay

SCLEA employees, who use their bilingual skill as part of their job assignment, shall be paid an additional five percent (5%) over their base hourly rate of pay.

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Employees shall be tested and certified by the Human Resources Director Division as to their language proficiency in order to be eligible for said compensation. Eligibility for bilingual pay shall be limited to the following languages: Spanish, Vietnamese, French, German, Japanese, and American Sign Language.

~~C.D.~~ Effective Date of Special Pay

All special pay shall be effective the beginning of the first full pay period following certification and verification as approved by the Department Head/Fire Chief or designee.

~~D.E.~~ Subpoena/Court Pay

Unit employees required/subpoenaed to attend proceedings that occur either on unscheduled work days and/or outside of scheduled work hours, which are directly related to Marine Safety employment, will be paid at the employee's base hourly rate for time in attendance at said proceedings.

F. Holiday Pay

Employees shall receive one and a half times (1.5x) their base hourly rate of pay for all hours worked on the following holidays:

1. New Year's Day
2. Martin Luther King Birthday Holiday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Day

Any day declared by the President of the United States to be a national holiday, or by the Governor of the State of California to be a State holiday, and adopted as an employee holiday by the City Council of Huntington Beach.

Article XII – Overtime

- A. All unit employees shall be compensated at time and one half the regular rate of pay for all hours worked in excess of forty (40) hours per week.
- ~~B. Effective the first calendar date of the named holidays commencing subsequent to City Council approval of this agreement, employees shall receive 1.5 times their base hourly rate of pay for all hours worked on the City Observed Holidays of Memorial Day, Independence Day and Labor Day. Employees who meet or exceed 40 work hours in the FLSA work period as of the City Observed Holiday will receive 1.5 times their base hourly rate of pay for all hours worked on the City Observed Holidays. (No double time and one-half/2.5).~~

Article XIII – Miscellaneous

- A. Employer-Employee Relations Resolution
During the term of the agreement, the City and SCLEA agree to update the Employee-Employer Relations Resolution to reflect current State law.
- B. Return to Work Policy
The City and the Association agree to the implementation of an Administrative Regulation for a Return to Work / Transition Duty Program for employees who experience industrial and non-industrial injury or illness.
- C. Grievance Procedure
For the purpose of this procedure, a grievance is specifically defined as a dispute concerning the interpretation or application of any provision of the Memorandum of Understanding or any departmental rule governing personnel practices or working conditions. The grievance procedure shall consist of the following steps,

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each of which must be completed prior to any request for further consideration of the matter unless otherwise provided herein:

Step 1. If a SCLEA employee feels that ~~he has~~they have a grievance, as defined in C above, ~~he or she~~they may request a meeting with ~~his~~their immediate Marine Safety ~~Lieutenant~~Battalion Chief within ten (10) calendar days after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance. The Marine Safety ~~Lieutenant~~Battalion Chief, within five (5) calendar days of such request, shall meet with the employee when so requested and discuss the grievance in an effort to clarify the issue and work toward a cooperative settlement or resolution of the dispute. The Marine Safety ~~Lieutenant~~Battalion Chief shall present, verbally and in writing, ~~their~~his decision to the employee within five (5) calendar days from the time of the informal discussion.

Step 2. If the grievance is not settled under Step 1, the grievance may be presented to the Marine Safety Division Chief. The grievance shall be submitted within five (5) calendar days after receipt of the written decision from Step 1. Within five (5) days after receipt of the written grievance, the Marine Safety Division Chief shall meet with the employee and ~~their~~his immediate supervisor, if any. Within five (5) calendar days thereafter, a written decision shall be given to the employee from the Marine Safety Division Chief.

Step 3. If the grievance is not settled under Step 2, the grievance may be presented to the Department Director/Fire Chief or designee. The grievance shall be submitted within five (5) calendar days after receipt of the written decision from Step 2. Within five (5) days after receipt of the written grievance, the Department Director/Fire Chief or designee shall meet with the employee and ~~his/her~~their immediate supervisor, if any. Within five (5) calendar days thereafter, a written decision shall be given to the employee from the Department Director/Fire Chief

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or designee. The decision by the Department Director/Fire Chief or designee shall be considered final and shall end the grievance procedure.

In the event the grievant does not comply with the time limits imposed by this Article, the decision is deemed final and the grievance process shall end.

D. AB 1522 – Healthy Workplaces, Healthy Families Act of 2014

The City agrees to provide unit members with paid sick leave benefits in accordance with state law.

E. Death Related Benefits

In the event a SCLEA unit member expires while engaging in the performance of ~~his/her~~their duties in the course and scope of ~~his/her~~their work; and should ~~his/her~~their beneficiaries/survivors be entitled to death-related benefits in accordance with State of California Workers' Compensation law, the City agrees to provide the named beneficiary designated to receive the employee's final pay warrant as the beneficiary for a one-time final expense stipend of \$10,000. _ Such stipend shall be in addition to, and not in lieu of, any death-related and/or other benefits ~~his/her~~their beneficiaries/survivors may be entitled to under State of California Workers' Compensation law. _Such stipend payment to the beneficiary is not life insurance and is subject to the appropriate treatment under Internal Revenue Service regulations.

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Article ~~XIV~~^{VIII} – City Council Approval

It is the understanding of the City and SCLEA that this MOU has no force or effect whatsoever unless and until adopted by Resolution of the City Council of the City of Huntington Beach.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____ 20~~22~~²¹18.

City of Huntington Beach
(A Municipal Corporation)

Surf City Lifeguard Employees' Association

By: _____

~~Fred A. Wilson~~ Sean Joyce
Interim City Manager

By: _____

~~Ryan Camps~~ Katherine Yasko
SCLEA President

By: _____

~~Lori Ann Farrell-Harrison~~ Travis Hopkins
Assistant City Manager

By: _____

~~Peter Eich~~ Sean McGlynn
~~Negotiations Team~~ SCLEA Vice President

By: _____

~~Michele Warren~~ Brittany Mello
Administrative Services Director of
Human Resources

By: _____

~~Corey A. Adam~~ Miller
SCLEA Attorney

By: _____

~~Mike Baumgartner~~ Scott Haberle
~~Marine Safety Division~~ Fire Chief

By: _____

~~JoAnn Diaz~~
~~Principal Human Resources Analyst~~

Approved as to form:

By: _____

~~Sandy Henderson~~
~~Senior Human Resources Analyst~~

Michael E. Gates
City Attorney

**SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION ("SCLEA")
EXHIBIT A – SALARY SCHEDULE**

Effective the Beginning of the Pay Period Following City Council Final Approval

Effective the Beginning of the Pay Period Following City Council Final Approval							
Job Code	Classification	Range	A	B	C	D	E
0244/0521	Ocean Lifeguard I	SCL377	16.75	17.67	18.65	19.68	20.66
0248/0504	Ocean Lifeguard II	SCL415	20.23	21.34	22.52	23.75	24.94
0249/0439	Ocean Lifeguard III	SCL430	24.25	25.59	27.00	28.49	29.91
0246	Junior Guard Instructor I	SCL390	17.87	18.86	19.88	20.98	22.03
0247/0573	Junior Guard Instructor II	SCL415	20.23	21.34	22.52	23.75	24.94
0250/0477	Junior Lifeguard Program Coordinator I	SCL460	25.32	26.71	28.17	29.73	31.22
0236/0476	Junior Lifeguard Program Coordinator II	SCL488	29.12	30.72	32.41	34.20	35.91

<u>Job No</u>	<u>Job Description</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>0244/0521</u>	<u>Ocean Lifeguard I</u>	<u>125</u>	<u>19.24</u>	<u>20.20</u>	<u>21.21</u>	<u>22.27</u>	<u>23.38</u>	<u>24.55</u>	<u>25.78</u>
<u>0248/0504</u>	<u>Ocean Lifeguard II</u>	<u>140</u>	<u>22.33</u>	<u>23.45</u>	<u>24.62</u>	<u>25.85</u>	<u>27.15</u>	<u>28.50</u>	<u>29.93</u>
<u>0249/0439</u>	<u>Ocean Lifeguard III</u>	<u>156</u>	<u>26.19</u>	<u>27.50</u>	<u>28.87</u>	<u>30.31</u>	<u>31.83</u>	<u>33.42</u>	<u>35.09</u>
<u>0250/0477</u>	<u>Junior Lifeguard Program Coordinator</u>	<u>156</u>	<u>26.19</u>	<u>27.50</u>	<u>28.87</u>	<u>30.31</u>	<u>31.83</u>	<u>33.42</u>	<u>35.09</u>