


RESOLUTION NO. 2007-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE HUNTINGTON BEACH SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA) AND THE CITY OF HUNTINGTON BEACH FOR THE TERM OF JANUARY 1, 2007 THROUGH SEPTEMBER 30, 2008

IT IS HEREBY RESOLVED by the Council of the City of Huntington Beach that the Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Surf City Lifeguard Employees' Association (SCLEA), a copy of which is attached hereto as Exhibit A and by reference made a part hereof, is hereby approved and ordered implemented in accordance with the terms and conditions thereof. Such Memorandum of Understanding shall be effective for the term of January 1, 2007 through September 30, 2008.

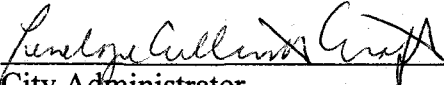
IT IS FURTHER RESOLVED that the City Administrator or her / his designee is hereby authorized to execute said Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 2nd day of July, 2007.



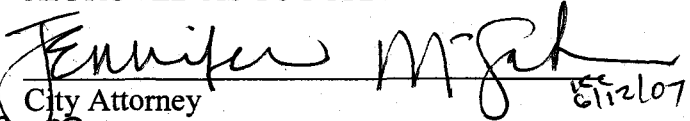
Mayor

REVIEWED AND APPROVED:



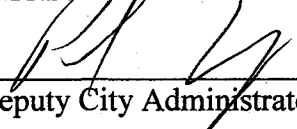
City Administrator

APPROVED AS TO FORM:



City Attorney
6.12.07 E112107

INITIATED AND APPROVED:



Deputy City Administrator-City Services

EXHIBIT #A

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HUNTINGTON BEACH AND
SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION ("SCLEA")**

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, 2007 through September 30, 2008. 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, 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.

**MEMORANDUM OF UNDERSTANDING BETWEEN
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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, sandals, fins, sunglasses and bag.

B. Damaged Uniform Articles

The Operations Supervisor 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 Lifeguard

The city shall provide one set of shorts and a shirt to each returning "Recurrent Ocean Lifeguard".

D. Sunscreen and Lip Balm

The city shall provide Sun Protection Factor (SPF) 15 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.

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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 re-qualification has been completed:

1. A parking pass will be provided to recurrences who are called to work; and
2. Recurrences who come to the beach to train may obtain a temporary pass for that day from the on-duty Operations Supervisor.

Article VI – Annual Recurrent Ocean Lifeguard Re-qualifications

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.

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Article VII – Annual Physical and Technical Testing

City will continue to provide annual physical and technical testing of "Recurrent Ocean Lifeguards".

Article VIII – Salary Schedule

A. Current Salary Schedule

"Recurrent Ocean Lifeguards" shall be compensated at an hourly rate by classification title and pay range, as set forth in Exhibit A.

B. Wage Increases

1. Effective the first full pay period that includes June 15, 2007, all bargaining unit employees shall receive a three and one-half percent (3.5%) wage increase.
2. Employees in the classification of Junior Guard Instructor II received a five percent (5%) wage increase on June 18, 2005 in exchange for Emergency Medical Technician (EMT) special pay eligibility.
3. Effective the first full pay period that includes June 1, 2008, all bargaining unit employees shall receive a one and one-half percent (1.5%) wage increase.

Article IX – Retirement

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

Effective the pay period that includes August 15, 2007, the City shall contribute 2.25% and the employee shall contribute 5.25% towards the employee PARS contribution.

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Effective with the pay period that includes June 1, 2008, the City shall contribute an additional 1.5% to the PARS employee contribution, bringing the total City contribution to 3.75% and the employee shall contribute 3.75% towards the employee 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

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. EMT

1. Effective December 21, 2002, Ocean Lifeguard I, Junior Guard Instructor I, Junior Guard Instructor II, Junior Lifeguard Program Coordinator I, and Junior Lifeguard Program Coordinator II employees possessing an Emergency Medical Technician (EMT) Certificate shall receive an additional five (5%) percent per hour above their base hourly rate of pay.
2. Effective June 18, 2005, the Junior Guard Instructor II classification shall not be eligible for EMT special pay.

**MEMORANDUM OF UNDERSTANDING BETWEEN
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B. 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. Employees shall be tested and certified by the Human Resources Manager 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. Effective Date of Special Pay

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

Article XII – Overtime

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.

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.

**MEMORANDUM OF UNDERSTANDING BETWEEN
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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, 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 a grievance, as defined in B above, he or she may request a meeting with his immediate Marine Safety Lieutenant 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, 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 shall present, verbally and in writing, 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 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 Chief shall meet with the employee and his immediate supervisor, if any. Within five (5) calendar days thereafter, a written decision shall be given to the employee from the Marine Safety Chief. The decision by the Marine Safety Chief 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.

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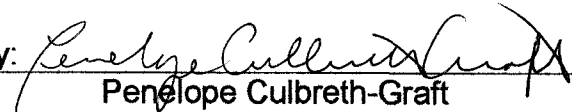
Article XIII- City Council Approval

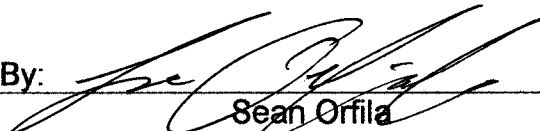
It is the understanding of the City and SCLEA that this MOU has no force or effect whatsoever unless and until adopted by Resolution of the City Council of the City of Huntington Beach.

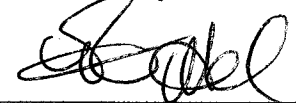
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 2nd day of July 2007.


City of Huntington Beach
(A Municipal Corporation)


Surf City Lifeguard Employees' Association

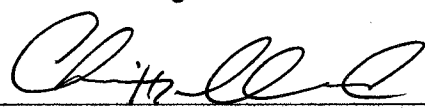
By: 
Penelope Culbreth-Graft
City Administrator


By: 
Sean Orfila
SCLEA President

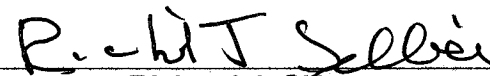
By: 
Bob Hall
Deputy City Administrator

By: 
Matthew Wartian
Negotiations Team

By: 
Kyle Lindo
Chief of Marine Safety


By: 
Chris Hubbard
Negotiations Team

By: 
Patti Ahumada
Senior Human Resources Analyst

By: 
Richard J. Silber
SCLEA Attorney

By: 
Jennifer Lampman
Senior Administrative Analyst

Approved As To Form:


Jennifer McGrath
City Attorney 6.18.07

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HUNTINGTON BEACH AND
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EXHIBIT A

Hourly Pay Schedule Effective June 2, 2007 (3.5% wage increase)

Job Code	Classification	Range	A	B	C	D	E
0244/0521	Ocean Lifeguard I	374	\$14.09	\$14.86	\$15.68	\$16.54	\$17.45
0248/0504	Ocean Lifeguard II	412	\$17.00	\$17.94	\$18.93	\$19.97	\$21.07
0249/0439	Ocean Lifeguard III	427	\$18.35	\$19.36	\$20.42	\$21.54	\$22.72
0246	Junior Guard Instructor I	387	\$15.03	\$15.86	\$16.73	\$17.65	\$18.62
0247/0573	Junior Guard Instructor II	412	\$17.00	\$17.94	\$18.93	\$19.97	\$21.07
0250/0477	Junior Lifeguard Program Coordinator I	457	\$21.30	\$22.47	\$23.71	\$25.01	\$26.39
0236/0476	Junior Lifeguard Program Coordinator II	485	\$24.50	\$25.85	\$27.27	\$28.77	\$30.35

**MEMORANDUM OF UNDERSTANDING BETWEEN
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Hourly Pay Schedule Effective May 31, 2008 (1.5% wage increase)


Job Code	Classification	Range	A	B	C	D	E
0244/0521	Ocean Lifeguard I	377	\$14.30	\$15.09	\$15.92	\$16.80	\$17.72
0248/0504	Ocean Lifeguard II	415	\$17.27	\$18.22	\$19.22	\$20.28	\$21.40
0249/0439	Ocean Lifeguard III	430	\$18.61	\$19.63	\$20.71	\$21.85	\$23.05
0246	Junior Guard Instructor I	390	\$15.25	\$16.09	\$16.98	\$17.91	\$18.89
0247/0573	Junior Guard Instructor II	415	\$17.27	\$18.22	\$19.22	\$20.28	\$21.40
0250/0477	Junior Lifeguard Program Coordinator I	460	\$21.62	\$22.81	\$24.06	\$25.38	\$26.78
0236/0476	Junior Lifeguard Program Coordinator II	488	\$24.86	\$26.23	\$27.67	\$29.19	\$30.80

**MEMORANDUM OF UNDERSTANDING BETWEEN
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STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **regular** meeting thereof held on the **2nd day of July, 2007** by the following vote:

AYES: Bohr, Carchio, Cook, Coerper, Green, Hansen, Hardy
NOES: None
ABSENT: None
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California