

RESOLUTION NO. 2015-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH
APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY AND THE SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION
(SCLEA) FOR JULY 1, 2014 THROUGH SEPTEMBER 30, 2015

The City Council of the City of Huntington Beach does resolve as follows:

The Memorandum of Understanding between the City of Huntington Beach and the 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; and the City Manager is authorized to execute this Agreement. Such Memorandum of Understanding shall be effective for the term of July 1, 2014 through September 30, 2015.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 1st day of June, 2015.



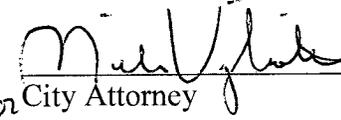
Mayor

REVIEWED AND APPROVED:



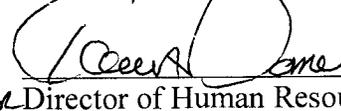
City Manager

APPROVED AS TO FORM:



For City Attorney

INITIATED AND APPROVED:



for Director of Human Resources

MEMORANDUM OF UNDERSTANDING
BETWEEN
SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION
AND
CITY OF HUNTINGTON BEACH



JULY 1, 2014 – SEPTEMBER 30, 2015

**SCLEA MEMORANDUM OF UNDERSTANDING
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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 July 1, 2014 – September 30, 2015. 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.

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 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.

SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA)

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

F. Parking Passes

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

G. 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.

Article VII – Annual Physical and Technical Testing

- A. City will continue to provide annual physical and technical testing of "Recurrent Ocean Lifeguards."
- B. City to provide annual skin cancer screening examinations to all unit employees to be conducted by a medical facility selected by the City at Lifeguard HQ or Junior Guard HQ. 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. 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 beginning of the pay period following City Council approval or June 6, 2015, whichever is later, all bargaining unit employees shall receive a six and three-quarter percent (6.75%) wage increase.
 - 2. The salary schedule of the classification of Lifeguard III will be modified, effective the beginning of the pay period of July 4, 2015, to reflect a structural change deleting the current A-step and B-step hourly rate and restructuring the schedule making C-step the new A step.

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).

SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA)

Effective the beginning of the pay period following City Council approval of this MOU, or June 6, 2015, whichever is later, 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

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. 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, 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 shall become 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-

SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA)

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 shall be effective for all recertification completed on or after May 1, 2014.

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 beginning of 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.

SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA)

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 C 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.

- 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

SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA)

his/her 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 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 duties in the course and scope of his/her work; and should his/her 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 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.

SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA)

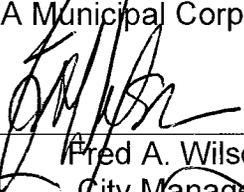
Article XIII – City Council Approval

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.

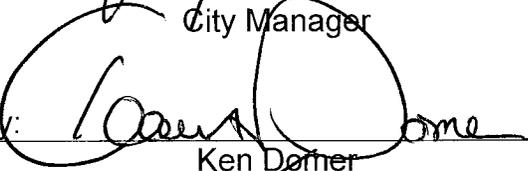
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 1st day of June 2015.

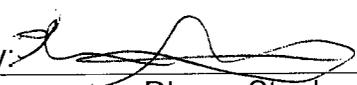
City of Huntington Beach
(A Municipal Corporation)

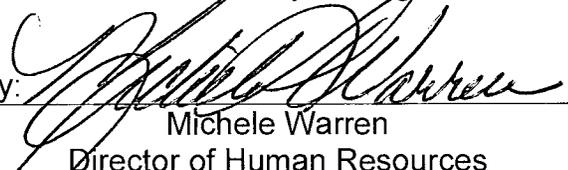
Surf City Lifeguard Employees' Association

By: 
Fred A. Wilson
City Manager

By: 
Chris Hubbard
SCLEA President

By: 
Ken Dörner
Assistant City Manager

By: 
Dhane Stephenson
Negotiations Team

By: 
Michele Warren
Director of Human Resources

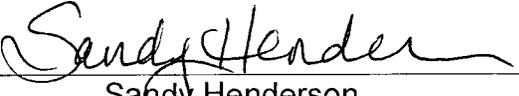
By: _____
Ryan Camps
Negotiations Team

By: 
Mike Baumgartner
Marine Safety Division Chief

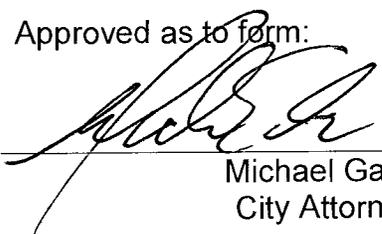
By: _____
Adam I. Miller
SCLEA Attorney

By: 
JoAnn Diaz
Principal Human Resources Analyst

By: _____
Corey A. Miller
SCLEA ATTORNEY

By: 
Sandy Henderson
Human Resources Analyst

COUNTERPART

Approved as to form:

Michael Gates
City Attorney

SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA)

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 27th day of May 2015.

City of Huntington Beach
(A Municipal Corporation)

Surf City Lifeguard Employees' Association

By: _____
Fred A. Wilson
City Manager

By: _____
Chris Hubbard
SCLEA President

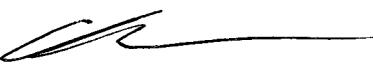
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Assistant City Manager

By: _____
Dhane Stephenson
Negotiations Team

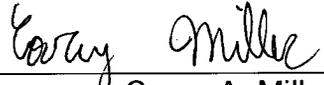
By: _____
Michele Warren
Director of Human Resources

By:  _____
Ryan Camps
Negotiations Team

By: _____
Mike Baumgartner
Marine Safety Division Chief

By:  _____
Adam I. Miller
SCLEA Attorney

By: _____
JoAnn Diaz
Principal Human Resources Analyst

By:  _____
Corey A. Miller
SCLEA Attorney

By: _____
Sandy Henderson
Human Resources Analyst

COUNTERPART

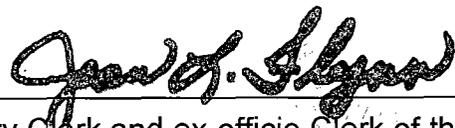
Approved as to form:

Michael Gates
City Attorney

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 **June 1, 2015** by the following vote:

AYES: Posey, O'Connell, Katapodis, Hardy, Delgleize, Peterson
NOES: None
ABSENT: Sullivan
ABSTAIN: None



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