

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAGUNA BEACH (“CITY”)
AND
THE LAGUNA BEACH MARINE SAFETY
ASSOCIATION (“LBMSA”)
[July 1, 2016 – June 30, 2019]

Contents

1.0	Term of MOU	1
2.0	Representation.....	1
2.1	Representation Unit	1
2.2	Employee and Union Rights	1
3.0	Payroll Deduction of Union Dues	1
4.0	Salary Schedule and Compensation	2
4.1	Salary.....	2
4.2	Overtime	3
4.3	Special Pay.....	3
4.4	Compensatory Time for Recurrent Hourly Lifeguards.....	3
5.0	Sick Leave	3
5.1	Eligibility.....	3
5.2	Sick Leave Accruals.....	3
5.3	Use of Sick Leave	4
5.4	Sick Leave Rate of Pay.....	4
5.5	Evidence of Illness	4
5.6	Sick Leave and Temporary Disability	4
6.0	Retirement.....	5
7.0	Uniform and Equipment Allowance	5
7.1	New Hires	5
7.2	Additional Uniform and Equipment for Ocean Lifeguards II and III	5
7.3	Equipment Allowance	5
7.4	Lost, Damaged, or Stolen Uniform Articles	6
7.5	Return of Uniform and Equipment Items	6
8.0	Training.....	6
8.1	CPR and DOT Certification.....	6
8.2	Emergency Response Training.....	6
8.3	Access to Laguna Beach High School Pool.....	6
8.4	Dive Team Training.....	6
9.0	Fringe Health Benefits for All Unit Employees.....	6

9.1	Skin Cancer Screening	6
9.2	Sun Screen	7
9.3	Health Insurance for Recurrent Hourly Lifeguards	7
9.4	Health Insurance Per Affordable Care Act	7
9.5	Flexible Spending Plan for Recurrent Hourly Lifeguards	7
9.6	Reopener – Change in Medical Plan	7
9.7	Affordable Care Act.....	7
10.0	Evaluation of Customer Service.....	7
11.0	Parking.....	8
12.0	Work Season, Work Day, Work Week	8
12.1	Fall, Winter, Spring and Summer	8
12.2	Two-Hour Minimum	8
12.3	Not a Guarantee of Work.....	8
13.0	Grievance Procedure	8
13.1	Definition.....	8
13.2	Procedure	9
13.3	Appeal	9
13.4	Representation	9
14.0	Completion of Meet and Confer	9
15.0	City Council Approval.....	9
EXHIBIT A	11

1.0 Term of MOU

The City of Laguna Beach (“City”) and the Laguna Beach Marine Safety Association (“LBMSA”) have reached a three year agreement for a Memorandum of Understanding (“MOU” or “Agreement”) upon ratification through June 30, 2016⁹. The terms and conditions of employment are as follows:

2.0 Representation

2.1 Representation Unit

City recognizes LBMSA as the Exclusive Representative concerning all matters relating to employer-employee relations including, but not limited to wages, hours, and other conditions of employment for the following employees:

1. All City of Laguna Beach “Seasonal Ocean Lifeguards” (Classifications: ~~Rookie (Ocean) Lifeguard~~, Ocean Lifeguard I, Ocean Lifeguard II, Ocean Lifeguard III)
2. Recurrent Hourly Lifeguard

Excluded: All Other Employees, Management Personnel, Marine Safety Officers, Marine Safety Dispatchers, Marine Protection Officers and all others.

2.2 Employee and Union Rights

LBMSA shall have the right to exclusively represent all “Seasonal Ocean Lifeguards” and Recurrent Hourly Lifeguards in their employment relations with the City, including the Meyers-Milias-Brown Act (“MMBA”) “meet and confer” process. By May 30th of each year, the City shall provide LBMSA with a list of all unit employees including name and job title.

3.0 Payroll Deduction of Union Dues

City agrees to payroll deduct monthly union dues on behalf of LBMSA (bi-weekly basis) as designated by LBMSA and as authorized in writing by the individual employee. LBMSA agrees to hold the City harmless for such payroll deductions.

4.0 Salary Schedule and Compensation

4.1 Salary

The salary ranges for classifications covered by this Agreement shall be in accordance with the salary schedule attached as Exhibit "A", which compensation reflects salary increases as follows:

Recurrent Hourly Lifeguards:

Effective July 18, 2016, the City shall provide three and one half percent (3.50% salary increase to the monthly base salary schedule in effect for Recurrent Hourly Lifeguard employees represented by the Association.

Effective the pay period that includes July 1, 2017, the City shall provide three percent (3.0%) salary increase to the monthly base salary schedule in effect for Recurrent Hourly Lifeguard employees represented by the Association.

Effective the pay period that includes July 1, 2018, the City shall provide three percent (3.0%) salary increase to the monthly base salary schedule in effect for Recurrent Hourly Lifeguard employees represented by the Association

Ocean Lifeguard I, II, III:

Effective July 18, 2016 the City shall provide three percent (3.0% salary increase to the monthly base salary schedule in effect for Ocean Lifeguard I, Ocean Lifeguard II, and Ocean Lifeguard III represented by the Association.

Effective the pay period that includes July 1, 2017, the City shall provide two percent (2.0%) salary increase to the monthly base salary schedule in effect for Ocean Lifeguard I, Ocean Lifeguard II, and Ocean Lifeguard III represented by the Association.

Effective the pay period that includes July 1, 2018, the City shall provide two percent (2.0%) salary increase to the monthly base salary schedule in effect for Ocean Lifeguard I, Ocean Lifeguard II, and Ocean Lifeguard III represented by the Association.

Effective July 18, 2106, the Rookie Lifeguard position will be eliminated and placed in the Ocean Lifeguard I classification. An additional step will be added to the Ocean Lifeguard I Range 740. All former Rookie Lifeguards will move to the new Step 1, Range 740.

4.2 Overtime

All unit employees shall be compensated at a rate of time and one half for all hours worked in excess of forty (40) hours per work week. The “work week” shall be understood to begin on Monday and end on Sunday. Hours worked are defined as hours which employees are performing any duties assigned by the City.

4.3 Special Pay

All unit employees, shall receive a pay advance of two pay steps for obtaining their Emergency Medical Technician (EMT) certification. Such pay advance shall cease if an employee’s EMT certification lapses or expires.

4.4 Compensatory Time for Recurrent Hourly Lifeguards

Recurrent Hourly Lifeguards may request compensatory time off subject to the approval of the appointing authority. They may accumulate a maximum of eight (8) hours of compensatory time at the employee’s option. An additional sixteen (16) hours of compensatory time may accumulate with management approval. Use of the compensatory time is subject to management approval on a request by request basis.

Management has the option to revoke this Agreement upon thirty (30) days’ notice to the Association. This means the compensatory time afforded by this section may be eliminated at the will of management and with thirty (30) days’ notice.

5.0 Sick Leave

5.1 Eligibility

Employees are eligible to accrue and use sick leave if they have worked in California thirty days or more in a year.

5.2 Sick Leave Accruals

Effective July 1, 2015, employees accrue one hour of paid sick leave for every 30 hours actually worked, up to 3 days or 24 hours, whichever is greater, per 12 month period. Employees may carry over accrued sick days to the following year, with a maximum cap of 6 days or 48 hours, whichever is greater. Because the sick leave accrues beginning on July 1, 2015, or the first day of employment if hired after July 1, 2015, the 12 month period will vary by hire date for those employees hired after July 1, 2015. Accrued sick

leave will be restored if an employee separates from the City but returns within 12 months.

5.3 Use of Sick Leave

Employees can use sick leave for themselves or a family member for preventive care (flu shots, physicals) or care of an existing health condition, or, for specified purposes if they are victims of domestic violence, sexual assault or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling, and parents-in-law.

Employees are allowed to use accrued sick leave beginning on the 90th day of employment. Use of sick leave is capped at 3 days or 24 hours per year, whichever is greater. If the use of sick leave is foreseeable, the employee shall provide reasonable advance notice to his/her supervisor. If the leave is unforeseeable, notice shall be provided to the supervisor as soon as practicable.

The first 3 days or 24 hours, whichever is greater, of sick leave an employee uses in a 12-month period as defined in Section 1.2 above shall be the statutory paid sick leave required under Labor Code sections 245-249.

5.4 Sick Leave Rate of Pay

Employees using sick leave will be paid their base hourly rate. If the pay fluctuates, e.g., an employee gets paid for doing different jobs at different pay rates, the City will divide the employee's total compensation for the previous 90 days by the number of hours worked and pay that calculated rate. There is no pay-out for unused sick leave upon separation from employment. However, if an employee returns within one year of separation, previously unused paid sick days will be reinstated.

5.5 Evidence of Illness

After an employee has used three days or 24 hours of sick leave, whichever is greater, in a year, the supervisor may require evidence (such as a physician's note) to demonstrate the employee's legitimate need to use any additional sick leave requested.

5.6 Sick Leave and Temporary Disability

An employee entitled to temporary disability benefit payments may elect to supplement the disability benefit payments with accrued sick leave time. The maximum amount of sick leave an employee may use is the amount needed

so the employee receives a full salary when the sick leave is combined with the temporary disability benefit payments.

6.0 Retirement

City shall deduct 3.75% of the gross pay from eligible unit employees' bi-weekly paychecks and contribute such amount to the Public Agency Retirement System ("PARS") accounts of all said eligible "Seasonal Ocean Lifeguards," or to another qualified retirement program that has been agreed upon by the parties and is applicable to "Seasonal Ocean Lifeguards." Additionally, City shall contribute the equivalent of 3.75% of unit employees' gross pay into eligible unit employees' PARS accounts.

For Recurrent Hourly Lifeguards only, City shall contribute the equivalent of 7.5% of unit employees' gross pay into the eligible employees' PARS accounts, or to another qualified retirement program that has been agreed upon by the parties and is applicable to Recurrent Hourly Lifeguards.

7.0 Uniform and Equipment Allowance

7.1 New Hires

All new hires will be issued, at no charge, a full set of uniform articles and equipment which includes: a uniform swimsuit, three uniform shirts, two uniform hats, and one uniform rash guard. Such items shall be provided to each "Seasonal Ocean Lifeguard" at each "summer season" first day meeting.

7.2 Additional Uniform and Equipment for Ocean Lifeguards II and III

In addition to the uniform articles and equipment set forth above, Ocean Lifeguards II and III shall be provided the following additional items to facilitate assistance in the performance of duties including but not limited to traffic collisions, backcountry response, cliff rescue response, and dive team response: one set of brush gear consisting of pants and jacket and one lime green rash guard.

7.3 Equipment Allowance

All unit employees shall be paid an amount of \$~~160~~180.00 for necessary, self-procured equipment, including sunglasses, mask, snorkel, fins, binoculars and a jacket. This provision shall recur every new season.

7.4 Lost, Damaged, or Stolen Uniform Articles

City shall replace any uniform or equipment item that is damaged or stolen in the line of duty. Any lost, neglected, or abused uniform or equipment items shall be replaced by the employee.

7.5 Return of Uniform and Equipment Items

All uniform and equipment items shall be returned to the Department of Marine Safety when an employee ceases his/her employment with the City.

8.0 Training

8.1 CPR and DOT Certification

For those unit employees to whom such requirements apply as deemed by the Chief of Marine Safety, City shall pay for and sponsor annual renewals of the employees' CPR and DOT First Responder certifications.

8.2 Emergency Response Training

During the summer season only and only for those unit employees to whom such requirements apply as deemed by the Chief of Marine Safety, City shall provide and/or pay for one (1) hour of emergency response training per week over and above the employee's normal work schedule.

8.3 Access to Laguna Beach High School Pool

All unit employees shall be permitted free, unpaid access to the Laguna Beach High School pool during all lap swim and open swim hours for the purpose of swim training during the employees' non-duty time.

8.4 Dive Team Training

For those represented members who are designated Dive Team members, City shall pay such employees their regular wages for mandatory dive training each month.

9.0 Fringe Health Benefits for All Unit Employees

9.1 Skin Cancer Screening

Annual skin cancer screening examinations shall be provided to all unit employees at a facility selected by City. Unit employees who are screened off duty will be paid one (1) hour of compensation.

9.2 Sun Screen

City shall provide sunscreen as required to all unit employees. Sunscreen supplies will be maintained at Marine Safety headquarters and will be accessible to all unit employees during their working hours.

9.3 Health Insurance for Recurrent Hourly Lifeguards

City shall provide medical coverage to the Recurrent Hourly Lifeguard employees as follows: City will pay the full cost of the HMO plan rate for employee only. Family coverage will be offered at full cost to the employee.

9.4 Health Insurance ~~Per~~Pursuant to Affordable Care Act

Pursuant to the Affordable Care Act, the parties agree to a Standard Measurement Period of twelve (12) months for unit members (excluding Recurrent Hourly Lifeguards). All unit members who are determined to qualify for medical coverage under the Affordable Care Act will be offered access to the City's HMO plan. Eligible employees who elect coverage under the City's plan shall pay the entire premium amount, with no contribution from the City.

9.5 Flexible Spending Plan for Recurrent Hourly Lifeguards

Each January, the City will deposit a lump sum amount of five hundred dollars (\$500) into a flexible spending plan for each Recurrent Hourly Lifeguard to use for eligible IRS 125 expenses (medical, prescription, dental, vision).

9.6 Reopener – Change in Medical Plan

If, during the term of this MOU, a decision is made to change or modify the current medical care coverage, [9.3-9.4](#)~~8-3-8.6~~ will reopen for negotiations.

9.7 Affordable Care Act

The parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Affordable Care Act on the City and the Association. This reopener is limited to the impact of the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including, but not limited to compensation and benefits.

10.0 Evaluation of Customer Service

In evaluating employee performance, the performance factor of customer service will be considered. Customer Service is defined as follows: "Customer service" relates to how the employee communicates with the individuals (customers) from both inside (internal customers) and outside the

City for whom the employee provides services. Interacts and works harmoniously with the members of the public; is welcoming, courteous, respectful, and friendly during interactions while staying alert to surroundings and provides a service level that exceeds the public and/or customer's expectations. Promotes teamwork and collaboration within the department and Citywide in order to achieve excellent service delivery. Demonstrates a positive attitude on the job, works cooperatively with others and maintains effective working relationships with supervisors, co-workers, subordinates, and others contacted during the course of work. Employees are being evaluated based on both their verbal and written communications.

11.0 Parking

City shall provide a City Employee Parking Lot parking sticker to all unit employees. City shall also provide all unit employees with complimentary shuttle passes for the City's public buses which may be utilized by unit employees.

12.0 Work Season, Work Day, Work Week

12.1 Fall, Winter, Spring and Summer

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

12.2 Two-Hour Minimum

Seasonal Ocean Lifeguards shall receive a minimum of two (2) hours pay for arrival at work.

12.3 Not a Guarantee of Work

The normal work day shall be eight (8) hours for tower positions and ten (10) hours for unit (vehicle) positions. Nothing in this Agreement nor any work schedule shall constitute a guarantee of work (whether seasonally, daily, or weekly) for "Seasonal Ocean Lifeguards".

13.0 Grievance Procedure

13.1 Definition

A grievance is defined as a claim by a unit employee that the City has violated a provision of this Memorandum of Understanding and that, by reason of that violation, the unit employee has been adversely affected.

13.2 Procedure

If a grievant is unable to successfully resolve any grievance by informally discussing it with his/her immediate supervisor, he/she may file a written grievance within twenty (20) days after the date the grievance occurred, or the grievant should have reasonably discovered the grievance. The written grievance shall be filed with the Chief of Marine Safety and shall state the specific provision of the MOU alleged to have been violated and the remedy sought. The grievance shall be signed and dated by the grievant. The Chief of Marine Safety shall provide the grievant with a written decision to the grievance within ten (10) days after receipt.

13.3 Appeal

In the event that the Chief of Marine Safety fails to file a written response or the grievant is dissatisfied with the response, he/she may appeal the decision to the City Manager. In order for such an appeal to be considered, the appeal must be filed within seven (7) days of receipt of a response from the Director of Marine Safety or the time within which the Chief of Marine Safety should have responded. The City Manager or his/her designee shall consider the appeal and shall issue a decision within fifteen (15) days of receipt of the appeal. The decision of the City Manager or his/her designee shall be final.

13.4 Representation

At any stage of the proceeding the grievant may be represented by LBMSA. Either the grievant or the responding party may request a meeting to discuss the grievance.

14.0 Completion of Meet and Confer

Each of the parties hereto agrees that it has had a full and unrestricted right to make, advance and discuss all matters properly within the scope of representation in accordance with State law. During the term of this Agreement, the parties expressly agree to be bound by the terms and conditions of the Agreement, and will be under no obligation to further negotiate any terms and conditions expressly set forth in this agreement except as otherwise provided above (8.6 & 8.7).

15.0 City Council Approval

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

FOR THE CITY

_____ (date) _____
Gavin Curran, Director of Finance and IT

_____ (date) _____
Elvie Balderrama, Personnel Services/Risk
Manager

FOR THE ASSOCIATION

_____ (date) _____
Jean Philip Mathot, LBMSA President

_____ (date) _____
Mike Powell, Business Agent

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EXHIBIT A

LBMSA Salary Schedule Effective 7/18/2016

Unit	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Job Title
LBMSA										
599	\$10.00									Lifeguard Trainee*
740	\$17.78	\$18.67	\$19.05	\$19.44	\$19.82	\$20.19	\$20.57	\$20.96		Ocean Lifeguard I
750	N/A	\$19.44	\$19.82	\$20.19	\$20.57	\$20.96	\$21.34	\$21.73		Ocean Lifeguard II
790	N/A	\$22.49	\$22.87	\$23.25	\$23.62	\$24.01	\$24.39	\$24.77		Ocean Lifeguard III
800	\$29.87									Recurrent Hourly Lifeguard

LBMSA Salary Schedule Effective the Pay Period that Includes 7/1/2017

Unit	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Job Title
LBMSA										
599	\$10.50									Lifeguard Trainee*
740	\$18.13	\$19.04	\$19.43	\$19.83	\$20.22	\$20.59	\$20.98	\$21.38		Ocean Lifeguard I
750	N/A	\$19.83	\$20.22	\$20.59	\$20.98	\$21.38	\$21.77	\$22.16		Ocean Lifeguard II
790	N/A	\$22.94	\$23.33	\$23.71	\$24.09	\$24.49	\$24.88	\$25.27		Ocean Lifeguard III
800	\$30.77									Recurrent Hourly Lifeguard

LBMSA Salary Schedule Effective the Pay Period that Includes 7/1/2018

Unit	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Job Title
LBMSA										
599	\$11.00									Lifeguard Trainee*
740	\$18.50	\$19.42	\$19.82	\$20.23	\$20.62	\$21.01	\$21.40	\$21.81		Ocean Lifeguard I
750	N/A	\$20.23	\$20.62	\$21.01	\$21.40	\$21.81	\$22.21	\$22.60		Ocean Lifeguard II
790	N/A	\$23.40	\$23.79	\$24.19	\$24.57	\$24.98	\$25.38	\$25.77		Ocean Lifeguard III
800	\$31.69									Recurrent Hourly Lifeguard