

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH
AND
THE ASSOCIATION OF NEWPORT BEACH
OCEAN LIFEGUARDS



September 13, 2022 through June 30, 2025

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH
AND
THE ASSOCIATION OF NEWPORT BEACH OCEAN LIFEGUARDS
September 13, 2022 - June 30, 2025**

TABLE OF CONTENTS

Preamble

Section 1. General Provisions

Recognition	1
Duration of Memorandum.....	2
Employee Data and Access	2
Conclusiveness	2
Modifications	2
Savings	2
Subcontracting	3

Section 2. Compensation

Salary Adjustments	3
Bilingual Pay	4
EMT Pay	4
Compensation for Overtime	4
Assignment Pay for Lifeguard II and III Classification	5
Temporary Upgrading of Employees.....	5

Section 3. Work Hours and Staffing

Staffing	5
Work Hours Standards	6

Section 4. Fringe Benefits

Equipment Allotment	6
Sunscreen	6
Skin Cancer Screening.....	6
Uniforms and Assigned Equipment	6
Parking Passes	7
Identification Card	7
Other Benefits Not Guaranteed.....	7
Retirement Benefit.....	7
Flex Leave.....	8

Section 5. Miscellaneous

Disciplinary Actions 9
Orientation 9
Work Access 9
Leave of Absence 10
Safety Committee..... 10
Labor Management Committee 10

Exhibit A Represented Classification and Pay Rates 12

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH AND THE
ASSOCIATION OF NEWPORT BEACH OCEAN LIFEGUARDS**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into with reference to the following:

PREAMBLE

1. The Association of Newport Beach Ocean Lifeguards ("ANBOL" or "Association"), a recognized employee organization, and the City of Newport Beach ("City"), a municipal corporation and charter city, have been meeting and conferring, in good faith, with respect to wages, hours, fringe benefits and other terms and conditions of employment.
2. This MOU represents the total and complete understanding and agreement between the parties regarding all matters within the scope of representation. Except as limited herein, the City retains all management rights as set forth in the Meyers-Milias-Brown Act and Resolution 2001-50.

SECTION 1. – General Provisions

A. Recognition

In accordance with the provisions of the Charter of the City of Newport Beach, the Meyers Milias Brown Act of the State of California and the provisions of the Employer/Employee Relations Resolution No. 2001-50, the City acknowledges that the Association is the majority representative for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for all employees in those classifications of Lifeguard I, II, and III, or as appropriately modified in accordance with the Employer/Employee Relations Resolution. All other classifications and positions are excluded from representation by the Association.

Recognition is limited to employees who are *considered* "Active Employees" in a Lifeguard I, II, or III position. *Active Employees* have worked in such positions for the City of Newport Beach during the most recent summer season (or the summer season the year preceding the most recent season if they took an approved leave of absence and missed the most recent year) and have worked 240 cumulative hours in the classifications of Lifeguard I, II, or III by July 1 of the calendar year. An Active Employee is an individual who has completed the Fire Department's recertification class with the expectation of working the minimum hours required under Section 3, *Work Hours and Staffing section*. All other employees are excluded.

With the approval of the 2017-2021 MOU, the parties agreed to eliminate the Lifeguard III position. Employees classified as Lifeguard III on or before June 30, 2017 will remain “grandfathered” in the classification. However, the parties agree that since that classification has been phased out, no additional employees may be assigned to a Lifeguard III position.

B. Duration of Memorandum

1. Except as specifically provided otherwise, any ordinance, resolution or action of the City Council necessary to implement this MOU shall be considered effective as of *September 13, 2022*. This MOU shall remain in full force and effect until June 30, 2025, and the provisions of this MOU shall continue after the expiration date of this MOU in the event the parties are meeting and conferring on a successor MOU.
2. The terms and conditions of this MOU shall prevail over conflicting provisions of the Newport Beach City Charter, the ordinances, resolutions and policies of the City of Newport Beach, and federal and state statutes, rules and regulations which either specifically provide that agreements such as this prevail, confer rights which may be waived by any collective bargaining agreement, or are, pursuant to decisional or statutory law, superseded by the provisions of an agreement similar to this MOU.

C. Employee Data and Access

Each *July*, the City shall provide the Association a regular list of all bargaining unit members including name, contact information (including e-mail) and job title. For those members who specifically ask that their personal information not be given out, email contact information only will be provided.

D. Conclusiveness

This MOU contains all of the covenants, stipulations, and provisions agreed upon by the parties.

E. Modifications

Any agreement, alteration, understanding, variation, or waiver or modification of any of the terms or provisions of this MOU shall not be binding upon the parties, unless contained in a written document executed by authorized representatives of the parties.

F. Savings

Should any part of this MOU be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction or other established

governmental administrative tribunal, such invalidation shall not affect the remaining portions of this MOU.

G. Subcontracting

As provided in the Employer-Employee Relations Resolution No. 2001-50, the City shall determine the manner in which City services are to be provided, including whether the City should provide services directly or contract out work, including work that is currently being performed by Association members. In the event the City introduces a plan to outsource services currently being performed by Association members to achieve greater efficiency and/or cost savings, and upon request by the Association, the City shall meet and confer with Association representatives to discuss the impacts of the City's decision to contract out work, a minimum of sixty (60) days prior to contracting out such services. The City shall retain sole authority to decide whether or not to contract out work, including work that is currently being performed by Association members. This provision shall not limit the City's authority to enter into such an agreement for any City services.

SECTION 2. – Compensation

A. Salary Adjustments

1. Effective the *first day of the pay period following City Council adoption* of this MOU, the City will do the following:
 - a. Eliminate Step 1 of Lifeguard II Salary Schedule; and
 - b. Add a new five percent (5%) top step (which will be called Step 4 because Step 1 is being eliminated) to the Lifeguard II salary schedule; and
2. Effective the *first day of the pay period following City Council adoption of this MOU*, there shall be a base salary increase of three percent (3.0%) for all classifications in the bargaining unit.
3. Effective the *first day of the pay period following July 1, 2023*, there shall be a base salary increase of three percent (3.0%) for all classifications in the bargaining unit
4. Effective the *first day of the pay period following July 1, 2024*, there shall be a base salary increase of three percent (3.0%) for all classifications in the bargaining unit.

Salary ranges for all ANBOL-represented classifications are represented in Exhibit A.

B. Bilingual Pay

Employees certified as bilingual (Spanish) shall receive seventy-five (\$.75) cents per hour in bilingual pay. The certification process will confirm that employees are fluent at the street conversational level in speaking Spanish. Employees certified shall receive bilingual pay the first full pay period following certification.

Additional languages may be certified for compensation pursuant to this section by the Fire Chief.

For employees who are CalPERS members, the parties agree that to the extent permitted by law, the Bilingual Pay in this section is Special Assignment Pay and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3), Bilingual Premium.

C. EMT Pay

Employees who maintain certification as Emergency Medical Technicians (“EMTs”) according to State of California regulations and Orange County EMS policy shall receive one dollar (\$1.00) per hour worked in “EMT Pay.” It is the employee’s responsibility to have his/her current EMT Certification on file. Employees certified shall receive EMT Pay the first full pay period following receipt of certification by the City from the employee.

EMT – Recertification Reimbursement: The City will reimburse employees up to \$200 for the cost of recertifying their EMT Certification. Employees will be reimbursed when they present their certification from the Orange County Emergency Medical Services.

Employees eligible to receive EMT Pay or EMT Recertification Reimbursement shall provide the City with a copy of the certificate. Employees are eligible for this pay or reimbursement on the first day of the pay period following provision of the certificate by the employee to the Human Resources Department.

For employees who are CalPERS members, the parties agree that to the extent permitted by law, the EMT Pay in this section is Educational Pay and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Emergency Medical Technician Pay.

D. Compensation for Overtime

Overtime shall be paid at time and one-half when employees actually work more than 40 hours in their defined FLSA workweek which is a regularly recurring period of 168 hours – 7 consecutive 24 hour periods.

Definition of Hours Worked - Hours worked are defined as hours which employees are required to be performing their regular duties or other duties

assigned by the City. Paid leave does not count as hours worked for purposes of calculating overtime.

E. Assignment Pay for Lifeguard II and III Classifications

Employees in the classifications of Lifeguard II and III shall be eligible for 5.0% Assignment Pay for those worked when actually performing the assigned duties (minimum of one hour worked in the assignment to be eligible) of the assignments identified below. Determination of the number and length of assignments shall be at the discretion of the City.

- Junior Guard Group Leader
- Dispatcher
- Boat Operator

For employees who are CalPERS members, the parties agree that to the extent permitted by law, the Junior Guard Group Leader Pay in this section is Special Assignment Pay when employees are routinely and consistently assigned to lead or supervise other employees, subordinate classifications or agency-sponsored program participants and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Lead Worker/Supervisor Premium.

F. Temporary Upgrading of Employees

A bargaining unit employee in the classification of Lifeguard I who (1) has completed their unit certification but (2) has not yet been interviewed for a Lifeguard II position, shall be paid their regular rate plus 5% when assigned to act in the capacity of a Lifeguard II position.

SECTION 3. - Work Hours and Staffing

A. Staffing

Upon request, declared at the beginning of each season, represented employees shall be scheduled for at least thirty-five (35) hours per week during "A" level staffing, (from the first Saturday after Newport/Mesa School District ends its regular session through Labor Day).

Represented employees will, during all staffing levels, be paid two (2) hours of pay if their scheduled shift is canceled later than 4:00 p.m. the day before the work is scheduled. The shift is considered canceled when the City provides notice to the employee at the phone number designated by the employee. Once reporting to work, employees will be afforded the opportunity to either work their scheduled shift, or if work is not available (e.g., because of weather or surf

conditions), employees can choose to leave work without pay for remainder of their shift.

B. Work Hours Standards

The City and Association have agreed to establish minimum hours standards for members to retain active and reserve status. ANBOL *members* are required to work *a minimum of 100 hours per year to maintain status for the following year.*

SECTION 4. – Fringe Benefits

A. Equipment Allotment

Employees in the bargaining unit shall be paid Two Hundred (\$200) Dollars, annually, towards the purchase of UVA/UVB compliant sunglasses, *sweatpants*, full brimmed or ball cap style hat, equipment carrying bag, waterproof watch and replacement and/or repair of any work-related equipment. This payment will be made by the first full pay period in July of each season they are working. Sunglasses must be full coverage, have polarized lenses, and be worn whenever conditions warrant.

Employees not meeting the work hour standards described in Section 3, B above will be ineligible to receive the Equipment Allotment the following season.

B. Sunscreen

Represented employees will be provided sunscreen and lip balm on an as-needed basis.

C. Skin Cancer Screening

Annual skin cancer examinations shall be provided for bargaining unit employees at a facility selected by the City. Employees who are screened off duty will be paid one (1) hour of compensation.

D. Uniforms and Assigned Equipment

One pair of uniform trunks and two uniform shirts, each season.

One jacket per career, replaced when unserviceable.

One pair swim fins, one mask and snorkel per career, replaced by City if lost or broken in the execution of work duties.

Represented employees shall be provided a pair of binoculars in accordance with the Fire Department's Standard Operating Procedures. Binoculars must be kept in good working order by the employee and must be brought to work for each Lifeguard Operations shift, which will be confirmed by inspection by the Division

Supervisors. If the provided binoculars are lost or damaged, the employee shall replace them with a pair meeting the City's specifications. Upon separation from the Fire Department, employee shall return the binoculars to their supervisor unless a purchasing agreement is made at time of separation.

E. Parking Passes

Represented employees who have recertified as Lifeguards will be provided one parking pass that does the following:

- Allows parking in the spaces marked with letter "A" and beach lots year around.
- Allows all parking in spaces May 15 to September 30

F. Identification Card

Upon request, represented employees who desire an Identification (ID) Card shall be provided with an official wallet-sized City of Newport Beach identification card.

G. Other Benefits Not Guaranteed

Employees in the bargaining unit may, in the sole discretion of the City, be provided additional benefits/privileges.

H. Retirement Benefit

1. Public Agency Retirement Services (PARS)

ANBOL Members are automatically enrolled in the PARS pension plan, unless the employee is an active member of the California Public Employees Retirement System (CalPERS) or meets the requirements for CalPERS membership. The City will match the employee contribution, which is 3.75% of base salary each pay period.

2. California Public Employees' Retirement System (CalPERS)

It is the employees' responsibility to notify the Human Resources Department of outside employment. If the City is notified by CalPERS that an ANBOL member has become a CalPERS member through working at another CalPERS agency, said employee is responsible for reimbursing the City their portion of cost sharing as required by all members and outlined below, pursuant to Government Code §20516(f). CalPERS will invoice their member for the employee rate only. For example, a PEPR member may receive an invoice from PERS for 11.5% of pensionable compensation; however, the ANBOL member will still need to reimburse the City 2.1% of pensionable compensation for a total of 13.6%. The City will remind employees of this obligation at the start of the season.

The following provisions apply only to bargaining unit members enrolled in CalPERS as Safety members, consistent with the City's contract with CalPERS:

Tier I (Classic): Employees with continuous employment with the City of Newport Beach and who became a CalPERS safety member on or before November 23, 2012, or as designated by CalPERS. The formula for Tier I Safety members in ANBOL is 3% @ 50 and members shall contribute nine percent (9%) of compensation earnable for the employee's full rate and 4.6% in cost sharing of the employer's rate.

Tier II (Classic): Employees who were hired by the City of Newport Beach as a CalPERS safety member between November 24, 2012 and December 31, 2012 or who became a CalPERS safety member before December 31, 2012 with another PERS agency. The formula for Tier II Safety members is 2% @ 50 and members shall contribute nine percent (9%) of compensation earnable for the employee's full rate and 4.6% in cost sharing of the employer's rate.

Employees in Tiers I and II are considered "classic members" per the Pension Reform Act of 2013 (PEPRA) and the Employer Paid Member Contribution will be 0%. All employees' contributions will be made on a pre-tax basis through payroll deduction pursuant to IRS Code Section 414(h)(2).

Tier III (PEPRA): Employees who became CalPERS members on or after January 1, 2013 are placed in Tier III and are considered "new members" per the Pension Reform Act of 2013 (PEPRA). The formula for PEPRA Safety members is 2.7% @ 57. The minimum employee contribution for Tier III members is subject to the provisions of PEPRA and equals 50% of the "total normal cost" as determined by CalPERS. In addition to the mandatory employee contribution under PEPRA, employees will contribute an additional percentage of pensionable compensation toward retirement costs as permitted under Government Code §20516(f), so that each employee's total contribution is 13.6% of pensionable compensation.

Should the mandatory contribution under PEPRA increase or decrease during the term of this MOU, the additional employee contribution under 20516(f) will adjust accordingly so that the total contribution is equal to the amount contributed by employees in Tiers I and II, which is currently 13.6%. Provided, however, that the employee contribution shall never fall below the statutory required contribution.

I. Flex Leave

The first full pay period following City Council adoption, any hours previously accrued and remaining in the member's AB1522 Sick Leave Bank will be transferred into a new ANBOL Flex Leave bank. Flex Leave provides a more flexible benefit for unit members who may choose to request and take approved time off for reasons other than illness.

Flex Leave may be taken with reasonable advance notice to the supervisor. When possible, employees are expected to provide their supervisor with at least two weeks' notice (or more when possible), apart from illness or other unforeseen emergencies. Additionally, Flex Leave has cash value. Unit members will be paid out at 100% of its value: 1) at the conclusion of each season (i.e. annually in September), or 2) if appointed to a position which provides a more generous benefit (e.g., full-time employment or part-time appointment to a position covered by the City of Newport Beach Lifeguard Management Association). ANBOL members accrue .034 hours for every hour worked, up to a maximum of 48 hours. Once an employee reaches 48 hours, Flex Leave stops accruing.

SECTION 5. - Miscellaneous

A. Disciplinary Actions

Represented employees are afforded the opportunity to seek internal resolution of any disciplinary actions having a financial impact on the employee, i.e., reduction in pay, demotion, suspension or dismissal, but not written reprimands, counseling memos or any other form of discipline which does not result in loss of money.

Represented employees may appeal any such actions to the Fire Chief, or his/her designee, within ten (10) calendar days of the disciplinary action. The Fire Chief or designee will meet with the employee and a representative of his/her choosing within ten (10) calendar days of the appeal. If the matter continues to be unresolved, the employee may, within ten (10) calendar days, appeal to the City Manager or the City Manager's designee. The City Manager or designee will meet with the employee and their representative. Within ten (10) calendar days, the City Manager or designee shall issue his/her decision. The decision of the City Manager or designee shall be final.

This is the only City appeal procedure for the term of this agreement.

B. Orientation

Association representatives will be allowed ten minutes at the end of training sessions to address newly hired trainees.

C. Work Access

ANBOL representatives shall have access to employees in the workplace through an ANBOL dedicated bulletin board in lifeguard headquarters. ANBOL representatives shall be allowed 10 minutes at the beginning of class to address employees at every Lifeguard Recertification course.

D. Leave of Absence

Employees requesting a Leave of Absence for a summer season must do so by submitting the request in writing, as provided in the Fire Department Standard Operating Procedure. Leaves of absence will only be permitted once within a five year period.

E. Safety Committee

One ANBOL representative selected by the Association shall participate as a member of the Fire Department's Safety Committee, at the Association's option.

F. Labor Management Committee

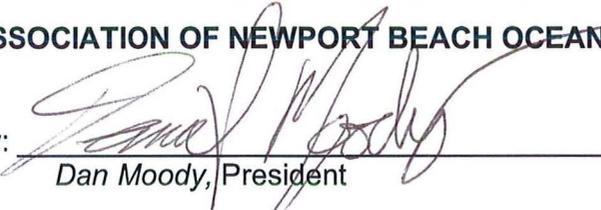
The City and ANBOL will establish a committee consisting of representatives from the Fire Department and, if needed, from the City Manager's Office or Human Resources to meet with the ANBOL President over issues of concern to the membership. ANBOL will provide a list of specific issues to begin the process. If needed, meetings will occur quarterly.

The President will be released from duty for pre-scheduled Labor Management Committee meetings.

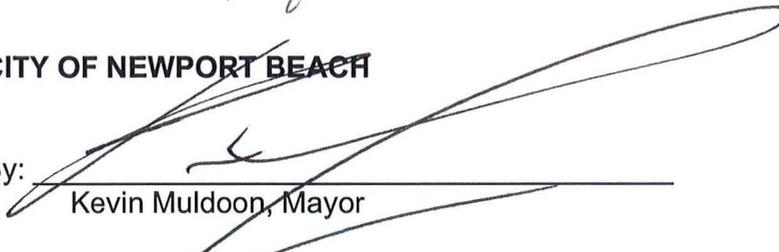
Signatures on the following page.

Executed this 14th day of SEPTEMBER, 2022.

ASSOCIATION OF NEWPORT BEACH OCEAN LIFEGUARDS

By: 
Dan Moody, President

CITY OF NEWPORT BEACH

By: 
Kevin Muldoon, Mayor

By: 
Charles Sakai, Special Counsel

ATTEST:

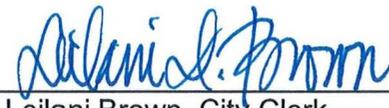
By: 
Leilani Brown, City Clerk



Exhibit A

ASSOCIATION OF NEWPORT BEACH OCEAN LIFEGUARDS

MOU Term: September 13, 2022 (tentatively) - June 30, 2025

3.0% Cost of Living Adjustment

Effective the Pay Period Following City Council Adoption: *Tentatively September 24, 2022*

Represented Positions	Grade	Step	Hourly Rate	Annual Salary
Lifeguard I	05B	1	\$ 19.06	\$ 39,644
		2	\$ 20.02	\$ 41,633
		3	\$ 21.02	\$ 43,731
		4	\$ 22.08	\$ 45,917
Lifeguard II	25	1	\$ 23.18	\$ 48,211
		2	\$ 24.33	\$ 50,615
		3	\$ 25.55	\$ 53,151
		4	\$ 26.83	\$ 55,808
Lifeguard III	35	1	\$ 23.18	\$ 48,211
		2	\$ 24.33	\$ 50,615
		3	\$ 25.55	\$ 53,151
		4	\$ 26.83	\$ 55,808

Please note:

1. The salary schedule for Lifeguard III mirrors Lifeguard II.
2. Step 1 of Lifeguard II/III has been eliminated. A new 5% top step has been added.

Hourly pay rates are rounded to the nearest hundredth.
Annual salary is rounded to the nearest whole dollar.

ASSOCIATION OF NEWPORT BEACH OCEAN LIFEGUARDS

MOU Term: September 13, 2022 (tentatively) - June 30, 2025

3.0% Cost of Living Adjustment

Effective: July 15, 2023

Represented Positions	Grade	Step	Hourly Rate	Annual Salary
Lifeguard I	05B	1	\$ 19.63	\$ 40,834
		2	\$ 20.62	\$ 42,882
		3	\$ 21.66	\$ 45,043
		4	\$ 22.74	\$ 47,294
Lifeguard II	25	1	\$ 23.87	\$ 49,658
		2	\$ 25.06	\$ 52,134
		3	\$ 26.32	\$ 54,745
		4	\$ 27.64	\$ 57,482
Lifeguard III	35	1	\$ 23.87	\$ 49,658
		2	\$ 25.06	\$ 52,134
		3	\$ 26.32	\$ 54,745
		4	\$ 27.64	\$ 57,482

Hourly pay rates are rounded to the nearest hundredth.
Annual salary is rounded to the nearest whole dollar.

ASSOCIATION OF NEWPORT BEACH OCEAN LIFEGUARDS

MOU Term: September 13, 2022 (tentatively) - June 30, 2025

3.0% Cost of Living Adjustment

Effective: July 13, 2024

Represented Positions	Grade	Step	Hourly Rate	Annual Salary
Lifeguard I	05B	1	\$ 20.22	\$ 42,058
		2	\$ 21.23	\$ 44,169
		3	\$ 22.31	\$ 46,394
		4	\$ 23.42	\$ 48,713
Lifeguard II	25	1	\$ 24.59	\$ 51,147
		2	\$ 25.82	\$ 53,698
		3	\$ 27.11	\$ 56,387
		4	\$ 28.46	\$ 59,207
Lifeguard III	35	1	\$ 24.59	\$ 51,147
		2	\$ 25.82	\$ 53,698
		3	\$ 27.11	\$ 56,387
		4	\$ 28.46	\$ 59,207

Hourly pay rates are rounded to the nearest hundredth.
Annual salary is rounded to the nearest whole dollar.