

ATTACHMENT A

RESOLUTION NO. 2025-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, APPROVING SIDE LETTERS OF AGREEMENT WITH THE NEWPORT BEACH FIREFIGHTERS ASSOCIATION RELATED TO MOVE UP PAY AND THE HOLIDAY BENEFIT CONVERSION RATIO

WHEREAS, the City Council of the City of Newport Beach ("City Council") previously adopted Resolution No. 2001-50, the "Employer-Employee Relations Resolution," pursuant to authority contained in the Meyers-Milias-Brown Act, Government Code 3500, *et seq.*;

WHEREAS, the City of Newport Beach ("City") promotes effective communication and collaborative working relationships with its employees to foster improved relations while balancing good management practices;

WHEREAS, the City previously entered a Memorandum of Understanding ("MOU") with the NBFA, for the term of January 1, 2022, through December 31, 2025;

WHEREAS, on May 13, 2025, the City Council adopted Resolution No. 2025-20 approving a Memorandum of Understanding ("Memorandum of Understanding") with the Newport Beach Firefighters Association ("NBFA"), a recognized organization, with a term of May 3, 2025, through June 30, 2028;

WHEREAS, the City Council desires to enter into a Side Letter of Agreement between the City and NBFA, resolving any issue regarding alleged overpayments of the "move up" pay under the prior MOU, as set forth in Exhibit A; and

WHEREAS, the City Council desires to enter into a Side Letter of Agreement between the City and NBFA, amending the Memorandum of Understanding with the NBFA to reinstate the holiday benefit conversion ratio provided under the proceeding MOU, as set forth in Exhibit B.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council hereby approves, and authorizes the Mayor to execute, the Side Letters of Agreement attached hereto as Exhibits A and B, which are incorporated herein by this reference. The terms referenced in the attached Side Letters of Agreement shall prevail over any previously adopted terms within the MOU or Memorandum of Understanding that conflict herewith.

Section 2: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 3: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 22nd day of July, 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachments: Exhibit A: Side Letter of Agreement between the City and NBFA – Move Up Pay
Exhibit B: Side Letter of Agreement between the City and NBFA - Holiday Benefit Conversion Ratio

EXHIBIT A

SIDE LETTER OF AGREEMENT BETWEEN CITY OF NEWPORT BEACH AND THE NEWPORT BEACH FIREFIGHTERS ASSOCIATION

This Side Letter of Agreement ("Agreement") is made and entered into this 22nd day of July 2025, by and between the City of Newport Beach ("City") and the Newport Beach Firefighters Association ("Association") (collectively "Parties") with respect to the following.

WHEREAS, on May 13, 2025, the City Council adopted Resolution No. 2025-20 approving a Memorandum of Understanding ("MOU") between the Parties with a term of May 3, 2025, through June 30, 2028;

WHEREAS, prior to the negotiation over that successor MOU, an issue arose regarding the rate at which pay for "move up" assignments from Captain to Battalion Chief was paid;

WHEREAS, the successor MOU resolved the issue by increasing the rate paid for such move-up pay to the level at which it had been paid;

WHEREAS, the parties now wish to resolve any issue regarding alleged overpayments of the "move up" pay under the prior MOU; and

WHEREAS, the total amount of payments at issue to all affected individuals is under \$1,000.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. The City agrees not to pursue backpay from individuals that were moved up from the classifications of Fire Captain to Battalion Chief during the timeframe of December 12, 2018, to October 11, 2024.

2. Except as expressly modified herein, all other provisions, terms, and covenants set forth in the MOU shall remain unchanged and shall be in full force and effect.

Signatures on the next page

Executed this 22nd day of July, 2025

FOR THE NEWPORT BEACH FIREFIGHTERS ASSOCIATION:


BY: 
Robert Salerno (Jun 26, 2025 17:29 PDT)
Robert Salerno, NBFA President

FOR THE CITY OF NEWPORT BEACH:

Date: _____

By: _____
Joe Stapleton
Mayor

CITY OF NEWPORT BEACH
APPROVED AS TO FORM:

BY: 
Aaron C. Harp, City Attorney

ATTEST:

BY: Molly McLaughlin Perry, City Clerk



[End of Signatures]

EXHIBIT B

SIDE LETTER OF AGREEMENT BETWEEN CITY OF NEWPORT BEACH AND THE NEWPORT BEACH FIREFIGHTERS ASSOCIATION

This Side Letter of Agreement ("Agreement") is made and entered into this 22nd day of July 2025, by and between the City of Newport Beach ("City") and the Newport Beach Firefighters Association ("Association") (collectively "Parties") with respect to the following:

WHEREAS, on May 13, 2025, the City Council adopted Resolution No. 2025-20 approving a Memorandum of Understanding ("Current MOU") between the Parties with a term of May 3, 2025, through June 30, 2028;

WHEREAS, the Current MOU covers 56-hour Line employees, all of whom are Safety employees, and 40-hour Staff employees, some of whom are Safety employees and some of whom are Non-Safety employees;

WHEREAS, the Current MOU and preceding MOU provide different Holiday benefits for Line employees and Staff employees;

WHEREAS, during negotiations over the Current MOU, the parties agreed to adjust the Holiday benefit for Line employees and maintain status quo for Staff employees;

WHEREAS, the Current MOU and preceding MOU do not recognize a distinction between *Safety* Staff and *Non-Safety* Staff employees with respect to the Holiday benefit;

WHEREAS, Safety Staff employees may be reassigned to Line positions, and Line employees may be reassigned to Safety Staff positions;

WHEREAS, upon reassignment, the employee's Holiday benefit is automatically converted to the benefit provided for the newly assigned position (Line or Staff);

WHEREAS, by adjusting the Holiday benefit for Line employees only, the Current MOU changed the Holiday benefit conversion ratio from the ratio provided under the preceding MOU;

WHEREAS, the parties now wish to amend the Current MOU to reinstate the Holiday benefit conversion ratio provided under the preceding MOU by distinguishing between Safety Staff and Non-Safety Staff employees and adjusting the Holiday benefit for Safety Staff employees; and

WHEREAS, this Agreement will not have the effect of an agreement, and will not be binding on either Party, until it is approved by the City Council;

NOW, THEREFORE, it is mutually agreed between the Parties to amend MOU

Section 3.B.2 regarding Holiday Time for Staff Employees and Section 3.H regarding Reassignment as set forth below. Except as expressly modified herein, all other provisions, terms, and covenants set forth in the MOU shall remain unchanged and shall be in full force and effect.

SECTION 3. LEAVES

B. HOLIDAY TIME

2. STAFF EMPLOYEES:

2. Staff Employees (*Safety & Non-Safety*): The holiday benefit for staff employees *differs for safety and non-safety staff employees. Non-safety staff employees shall accrue 3.96 hours of holiday leave per pay period (102.96 hours per year). Effective July 12, 2025, safety staff employees shall accrue 5.26 hours of holiday leave per pay period (136.76 hours per year).* This holiday leave is to provide leave for employees for the following twelve (12) holidays:

New Years' Day, Martin Luther King Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving, one-half day on Christmas Eve, Christmas, one-half day on New Year's Eve and one floating holiday.

The holiday leave accrued will be added to employees' flex leave banks. The maximum accrual of flex leave set forth in Section 3(A)(1) above includes holiday leave.

Even though the holiday leave is added to employees' flex leave banks, *safety staff employees have the option to work on a holiday or use flex leave. Non-safety staff employees may be required to take specified City holidays off at the sole discretion of the Fire Chief. If that occurs, time will be charged against the employee's Flex leave bank.*

Notwithstanding the holiday leave benefit provided above, newly hired non-safety staff employees shall have the one-time option (at the time of hire) to accrue holiday time as pay. If that occurs, such an employee's flex leave maximum accrual (addressed in Section 3A1 above) will be reduced by 205.92 hours which is *equal to two years (52 pay periods) of holiday leave for non-safety staff. Additionally, employees assigned to a safety staff position shall have the one-time option (at the time of assignment) to accrue half of their holiday time as pay for the duration of the assignment. If that occurs, such an employee's flex leave maximum accrual will be reduced for the duration of the assignment by 136.76 hours which is equal to half of two years (52 pay periods) of holiday leave for safety staff. Effective July 12, 2025, employees who are currently assigned to safety staff positions on July 12, 2025 will have the one-time option to elect to accrue half of their holiday time as pay for the remainder of their assignment.*

If holiday time is provided as pay (if, that election is made as provided above) it shall not be reported to CalPERS as special compensation per California Code of Regulations 571(a)(5) because these employees do not work in positions that require scheduled staffing without regard to holidays.

SECTION 3. LEAVES

H. REASSIGNMENT (*Line & Safety Staff*):


In the event a line employee is reassigned to a *safety staff position, or a safety staff employee is*

reassigned to a line position, the City shall automatically convert the *Holiday Time*, Flex Leave, Bereavement Leave and other benefits from the position previously held to the newly assigned position. The ratio for conversion of *safety* staff employee benefits to line employee benefits shall be 7/5 and the ratio for converting line employee benefits to *safety* staff employee benefits shall be 5/7. *When a line employee is reassigned to a safety staff position, that employee shall have the one-time option (at the time of assignment) to accrue half of their holiday time as pay for the duration of the assignment.*

Signatures on the next page

Executed this 22nd day of July, 2025

FOR THE NEWPORT BEACH FIRE ASSOCIATION:

BY:  (Jul 11, 2025 10:19 PDT)
Robert Salerno, NBFA President

FOR THE CITY OF NEWPORT BEACH:

Date: _____

By: _____
Joe Stapleton
Mayor

CITY OF NEWPORT BEACH
APPROVED AS TO FORM:

By: 
Aaron C. Harp, City Attorney

ATTEST:

BY: Molly McLaughlin Perry, City Clerk

