

ATTACHMENT A

RESOLUTION NO. 2025-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWPORT BEACH AND THE ASSOCIATION OF NEWPORT BEACH OCEAN LIFEGUARDS AND AMENDING THE SALARY SCHEDULE

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 employee associations to foster improved relations while balancing good management practices;

WHEREAS, the City previously entered into a Memorandum of Understanding ("MOU") with the Association of Newport Beach Ocean Lifeguards ("ANBOL") a recognized organization, for the term of September 13, 2022 through June 30, 2025;

WHEREAS, representatives from the City and ANBOL met and conferred in good faith and reached a tentative agreement on wages, benefits and other terms and conditions of employment, which are memorialized in the Memorandum of Understanding between the City and ANBOL ("Memorandum of Understanding") attached hereto as Attachment A and incorporated herein by this reference;

WHEREAS, ANBOL has ratified the Memorandum of Understanding;

WHEREAS, City of Newport Beach Charter Section 601 requires the City Council to provide the number, titles, qualifications, powers, duties and compensation of all officers and employees of the City;

WHEREAS, Newport Beach Municipal Code Section 2.28.010 (Establishment of Classification and Salary Ranges) provides, upon recommendation of the City Manager, the City Council may establish by resolution the salary range or rate for each position;

WHEREAS, by adopting this resolution, the City Council intends to amend the salary schedule for ANBOL unit members so as to be in conformance with the Memorandum of Understanding;

WHEREAS, the City Manager has reviewed the changes to the salary schedule for ANBOL unit members provided in this resolution and recommends approval;

WHEREAS, the City Council received and considered the MOU at its regular meeting on April 29, 2025; and

WHEREAS, by adopting this resolution, the City Council also desires to replace the 2022-2025 memorandum of understanding between the City and ANBOL by adopting the Memorandum of Understanding attached hereto as Attachment A to serve as the successor agreement between the City and ANBOL for the period May 1, 2025 through June 30, 2028.

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 Memorandum of Understanding attached hereto as Attachment A. The wages, hours, fringe benefits, and other terms and conditions of employment for employees represented by ANBOL shall be provided in accordance with the provisions of the Memorandum of Understanding, which shall serve as the successor agreement between the City and ANBOL for the period May 1, 2025 through June 30, 2028.

Section 2: The City's salary schedule shall be modified so as to be consistent with this resolution, the Memorandum of Understanding, and Exhibit A to the Memorandum of Understanding. Any resolution, or part thereof, in conflict with this resolution shall be of no effect.

Section 3: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 4: 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 5: 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 6: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

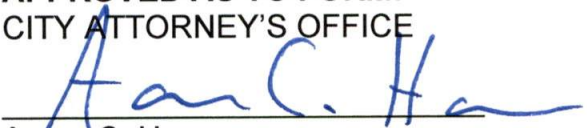
ADOPTED this 13th day of May 2025.

Joe Stapleton
Mayor

ATTEST:

Leilani I. Brown
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment A - Memorandum of Understanding

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



May 1, 2025 through June 30, 2028

Table of Contents

PREAMBLE	3
SECTION 1. GENERAL PROVISIONS.....	3
RECOGNITION	3
DURATION OF MEMORANDUM	4
EMPLOYEE DATA AND ACCESS	4
CONCLUSIVENESS.....	4
MODIFICATIONS.....	4
SAVINGS	4
SUBCONTRACTING	5
SECTION 2. COMPENSATION	5
SALARY ADJUSTMENTS	5
BILINGUAL PAY	5
EMT PAY	6
COMPENSATION FOR OVERTIME	6
ASSIGNMENT PAY FOR LIFEGUARD II AND ILL CLASSIFICATIONS.....	6
TEMPORARY UPGRADING OF EMPLOYEES	7
SECTION 3. WORK HOURS AND STAFFING	7
STAFFING	7
WORK HOURS STANDARDS	7
SECTION 4. FRINGE BENEFITS	8
EQUIPMENT ALLOTMENT	8
SUNSCREEN	8
SKIN CANCER SCREENING.....	8
UNIFORMS AND ASSIGNED EQUIPMENT	8
PARKING PASSES	8
IDENTIFICATION CARD	9
OTHER BENEFITS NOT GUARANTEED	9
RETIREMENT BENEFIT.....	9
DEATH BENEFITS.....	11
SECTION 5. LEAVE	11
FLEX LEAVE	11
FAMILY AND MEDICAL LEAVE	11
REPRODUCTIVE LOSS LEAVE	12
RELEASE TIME	12
SECTION 5. MISCELLANEOUS.....	12
DISCIPLINARY ACTIONS.....	12
ORIENTATION	12
WORK ACCESS	12
LEAVE OF ABSENCE	13
SAFETY COMMITTEE.....	13
LABOR MANAGEMENT COMMITTEE	13

**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. An "Active Employee" is defined as an employee who has worked in a Lifeguard I, II, or III position 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. *Employees who have not met this threshold will be considered inactive*

and will no longer be covered under this MOU unless reinstated after meeting the work-hour requirement. 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 *May 1, 2025*. This MOU shall remain in full force and effect until June 30, 2028, 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, 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 May 3, 2025, the city will increase the minimum hourly rate for Ocean Lifeguard I to \$25.00/hr.*
2. *Effective the first full pay period after July 1, 2026, the city will increase the minimum hourly rate for Ocean Lifeguard I to \$25.50/hr.*
3. *Effective the first full pay period after July 1, 2027, the city will increase the minimum hourly rate for Ocean Lifeguard I to \$26.00/hr.*
4. *When the minimum hourly rates for Ocean Lifeguard I are increased as described above, the City will increase the hourly rates for all the other steps and classifications in the Ocean Lifeguard series (i.e., Ocean Lifeguard I, II, & III) to maintain intervals between steps and classes.*

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

B. Bilingual Pay

Employees certified as bilingual (Spanish) shall receive seventy-five cents (\$0.75) 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.

The Fire Chief may authorize additional languages for certification and compensation. 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

Effective May 3, 2025, employees who maintain certification as Emergency Medical Technicians ("EMTs") according to State of California regulations and Orange County EMS policy shall be paid a premium equal to 5% of the employee's base hourly pay for each 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 of the employee's regular hourly rate of pay 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, or as otherwise required by applicable state and federal law.

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

Active employees in the bargaining unit shall be paid *Three* Hundred (\$300) 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.

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 PEPPRA 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: For employees hired by the City as safety members on or before November 23, 2012, the retirement formula shall be 3% @ 50 calculated on the basis of the highest consecutive 12 months.

Tier II: For employees first hired by the City as safety members between November 24, 2012 and December 31, 2012, or hired on or after January 1, 2013 and who are not new members as defined in Government Code Section 7522.04(f), the retirement formula is 2% @ 50 calculated on the basis of the highest 36 month period selected by employee.

Tier III: For employees first hired by the City as safety members on or after January 1, 2013, who are new members, as defined in Government Code Section 7522.04(f), the retirement formula shall be 2.7% @ 57 calculated on the basis of the highest consecutive 36-month period selected by employees.

Employee Contributions

Tier I & Tier II Safety Employees – ANBOL Tier I and Tier II safety employees will contribute the full statutory member contribution, equal to nine percent (9%) of pensionable compensation, plus an additional 4.6% of pensionable compensation toward retirement costs as permitted under Government Code section 20516(f), for a total contribution of 13.6%.

Temporary Reduction. Effective the pay period that includes January 1, 2023, Tier I and Tier II safety employees shall contribute a total employee contribution as follows: Nine percent (9%) member contributions, and an additional contribution of 3.1% compensation earnable as cost sharing pursuant to Government Code section 20516(f), such that the total employee contribution equals no less than 12.1% of compensation earnable or 50% of the total normal cost for PEPRA safety employees, whichever is greater, but in no event shall total employee contribution exceed 13.6%. This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, Tier I and Tier II safety employees shall contribute a total employee contribution of 13.6% as follows: 9% member contribution and 4.6% of compensation earnable as cost sharing per Government Code section 20516(f).

Tier III Safety Employees – In addition to the statutorily required 50% contribution of total normal costs (“member contribution rate”), Tier III safety employees shall contribute an additional amount of pensionable compensation toward retirement costs pursuant to Government Code section 20516(f) so that their contribution equals a total contribution of 13.6% of pensionable compensation.

Temporary Reduction. Effective the pay period that includes January 1, 2023, the minimum statutory employee contribution for safety employees in Tier III is subject to the provisions of PEPRA and equals 50% of the total normal cost. Tier III safety employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f), such that the total employee contribution equals no less than 12.1% of pensionable compensation or 50% of the total normal cost for PEPRA safety employees (i.e., the greater of 12.1% or 50% of the “total normal cost”). This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, the minimum statutory employee contribution for safety employees in Tier III is subject to the provisions of PEPRA and equals 50% of the

total normal cost. Tier III safety employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f), such that the total employee contribution equals no less than 13.6% of pensionable compensation (i.e., the greater of 13.6% or 50% of the "total normal cost").

If in future fiscal years the member contribution rate for safety employees in Tier III shall become greater or less as determined by CalPERS valuations, the additional contribution made by the employee under Government Code section 20516(f) will be increased or decreased accordingly so that the total employee contribution equals 13.6% of pensionable compensation. Provided however, that the employee contribution shall never fall below the statutorily required contribution.

I. DEATH BENEFITS

In the case of a work-related death, the City will pay the employee's designated beneficiary \$10,000 consistent with California Labor Code Section 4701.

SECTION 5. LEAVE

A. Flex Leave

Flex Leave is a paid time off benefit for unit members, that includes sick leave, but may be used for 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. *Except as provided below*, 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.

Prior to the conclusion of each season (the Labor Day weekend), employees who plan to return the following year may elect to carry over a maximum of 16 accrued flex leave hours in lieu of cashing out those hours. Such employees must submit their elections to payroll by September 1. In the absence of a signed authorization, all flex leave hours will be automatically cashed out.

B. Family And Medical Leave

The City recognizes the employees' rights under the California Family Rights Act

(CFRA), the Family and Medical Leave Act (FMLA), and other applicable leave laws to take job-protected leave for qualifying medical reasons or to care for a family member. Employees may request such leave in accordance with the City's policies and applicable state and federal law, and the City will comply with all statutory requirements regarding family and medical leave.

C. Reproductive Loss Leave

Employees are entitled to five (5) unpaid days for each reproductive loss event. Multiple reproductive loss events are covered, up to a maximum of twenty (20) days of reproductive loss leave within a twelve-month period.

D. Release Time

ANBOL members are eligible for release time consistent with California Government Code § 3505.3.

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. *Employees who do not satisfy the reserve lifeguard 100 hour requirement will be placed on leave of absence for the season.* 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, *including but not limited to, staffing.* ANBOL will provide a list of specific issues to begin the process. If needed, meetings will occur quarterly.

Up to two (2) ANBOL representatives and/or members will be released from duty for pre-scheduled Labor Management Committee meetings.

Signatures on the following page.

For the Association:

Elizabeth Silver
Elizabeth Silver (Apr 30, 2025 17:59 PDT)
Elizabeth Silver
Chief Negotiator

Date: 30/04/2025

For the City:

Jonathan V. Holtzman
Jonathan V. Holtzman (Apr 30, 2025 17:48 PDT)
Jonathan V. Holtzman
Chief Negotiator

Date: 30/04/2025

Executed this _____ day of _____, 2025.

ASSOCIATION OF NEWPORT BEACH OCEAN LIFEGUARDS

By: _____
Dan Moody, President

CITY OF NEWPORT BEACH

By: _____
Joe Stapleton, Mayor

Exhibit A

Association of Newport Beach Ocean Lifeguards
MOU Term: May 1, 2025 - June 30, 2028

Effective May 3, 2025 :
Salary Adjustment

REPRESENTED POSITIONS	GRADE	STEP	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Lifeguard I P/T	05B	1	\$ 25.00	\$ 4,333	\$ 52,000
Lifeguard I P/T	05B	2	\$ 26.25	\$ 4,550	\$ 54,600
Lifeguard I P/T	05B	3	\$ 27.59	\$ 4,782	\$ 57,379
Lifeguard I P/T	05B	4	\$ 28.96	\$ 5,020	\$ 60,237
Lifeguard I P/T	05B	5	\$ 30.41	\$ 5,271	\$ 63,248
Lifeguard II P/T	25	1	\$ 30.41	\$ 5,271	\$ 63,248
Lifeguard II P/T	25	2	\$ 31.93	\$ 5,534	\$ 66,411
Lifeguard II P/T	25	3	\$ 33.52	\$ 5,811	\$ 69,731
Lifeguard II P/T	25	4	\$ 35.19	\$ 6,100	\$ 73,204
Lifeguard II P/T	25	5	\$ 36.96	\$ 6,407	\$ 76,879
Lifeguard III P/T	35	1	\$ 30.41	\$ 5,271	\$ 63,248
Lifeguard III P/T	35	2	\$ 31.93	\$ 5,534	\$ 66,411
Lifeguard III P/T	35	3	\$ 33.52	\$ 5,811	\$ 69,731
Lifeguard III P/T	35	4	\$ 35.19	\$ 6,100	\$ 73,204
Lifeguard III P/T	35	5	\$ 36.96	\$ 6,407	\$ 76,879

The salary schedule for Lifeguard III mirrors Lifeguard II.

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.

Actual rates may vary slightly due to rounding.

Exhibit A

Association of Newport Beach Ocean Lifeguards
MOU Term: May 1, 2025 - June 30, 2028

Effective July 11, 2026:
Salary Adjustment

REPRESENTED POSITIONS	GRADE	STEP	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Lifeguard I P/T	05B	1	\$ 25.50	\$ 4,420	\$ 53,040
Lifeguard I P/T	05B	2	\$ 26.78	\$ 4,641	\$ 55,692
Lifeguard I P/T	05B	3	\$ 28.14	\$ 4,877	\$ 58,527
Lifeguard I P/T	05B	4	\$ 29.54	\$ 5,120	\$ 61,441
Lifeguard I P/T	05B	5	\$ 31.02	\$ 5,376	\$ 64,514
Lifeguard II P/T	25	1	\$ 31.02	\$ 5,376	\$ 64,514
Lifeguard II P/T	25	2	\$ 32.57	\$ 5,645	\$ 67,739
Lifeguard II P/T	25	3	\$ 34.20	\$ 5,927	\$ 71,126
Lifeguard II P/T	25	4	\$ 35.90	\$ 6,222	\$ 74,668
Lifeguard II P/T	25	5	\$ 37.70	\$ 6,535	\$ 78,417
Lifeguard III P/T	35	1	\$ 31.02	\$ 5,376	\$ 64,514
Lifeguard III P/T	35	2	\$ 32.57	\$ 5,645	\$ 67,739
Lifeguard III P/T	35	3	\$ 34.20	\$ 5,927	\$ 71,126
Lifeguard III P/T	35	4	\$ 35.90	\$ 6,222	\$ 74,668
Lifeguard III P/T	35	5	\$ 37.70	\$ 6,535	\$ 78,417

The salary schedule for Lifeguard III mirrors Lifeguard II.

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates may vary slightly due to rounding.

Exhibit A

Association of Newport Beach Ocean Lifeguards
MOU Term: May 1, 2025 - June 30, 2028

Effective July 10, 2027:
Salary Adjustment

REPRESENTED POSITIONS	GRADE	STEP	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Lifeguard I P/T	05B	1	\$ 26.00	\$ 4,507	\$ 54,080
Lifeguard I P/T	05B	2	\$ 27.30	\$ 4,732	\$ 56,784
Lifeguard I P/T	05B	3	\$ 28.69	\$ 4,973	\$ 59,674
Lifeguard I P/T	05B	4	\$ 30.12	\$ 5,220	\$ 62,646
Lifeguard I P/T	05B	5	\$ 31.62	\$ 5,482	\$ 65,778
Lifeguard II P/T	25	1	\$ 31.62	\$ 5,482	\$ 65,778
Lifeguard II P/T	25	2	\$ 33.21	\$ 5,756	\$ 69,067
Lifeguard II P/T	25	3	\$ 34.87	\$ 6,043	\$ 72,521
Lifeguard II P/T	25	4	\$ 36.60	\$ 6,344	\$ 76,132
Lifeguard II P/T	25	5	\$ 38.44	\$ 6,663	\$ 79,954
Lifeguard III P/T	35	1	\$ 31.62	\$ 5,482	\$ 65,778
Lifeguard III P/T	35	2	\$ 33.21	\$ 5,756	\$ 69,067
Lifeguard III P/T	35	3	\$ 34.87	\$ 6,043	\$ 72,521
Lifeguard III P/T	35	4	\$ 36.60	\$ 6,344	\$ 76,132
Lifeguard III P/T	35	5	\$ 38.44	\$ 6,663	\$ 79,954

The salary schedule for Lifeguard III mirrors Lifeguard II.

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.

Actual rates may vary slightly due to rounding.