

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF SOLANA BEACH
&
THE SOLANA BEACH
EMPLOYEES' ASSOCIATION
MARINE SAFETY UNIT**

July 1, 2021, to June 30, 2023



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION MARINE SAFETY UNIT
JULY 1, 2021, to JUNE 30, 2023**

TABLE OF CONTENTS

Section 1.	PREAMBLE	P. 2
Section 2.	RECOGNITION	P. 2
Section 3.	APPROVAL BY CITY COUNCIL	P. 2
Section 4.	AUTHORIZED AGENTS/REPRESENTATIVES	P. 3
Section 5.	CITY MANAGEMENT RIGHTS	P. 3
Section 6.	EMPLOYEE RIGHTS	P. 4
Section 7.	EMPLOYER-EMPLOYEE RELATIONS COMMITTEE	P. 5
Section 8.	FULL UNDERSTANDING, MODIFICATION, WAIVER	P. 6
Section 9.	PEACEFUL PERFORMANCE OF CITY SERVICES	P. 7
Section 10.	PRIOR AGREEMENTS	P. 7
Section 11.	NEGOTIATIONS FOR A SUCCESSOR AGREEMENT	P. 7
Section 12.	RULES AND REGULATIONS	P. 7
Section 13.	HOURS OF WORK	P. 8
Section 14.	SALARY ADJUSTMENT	P. 8
Section 15.	CAFETERIA BENEFIT PLAN	P. 8
Section 16.	RETIREMENT SYSTEM CONTRIBUTIONS	P. 10
Section 17.	RETIREE HEALTH BENEFITS	P. 11
Section 18.	LIFE INSURANCE	P. 11
Section 19.	LONG TERM DISABILITY INSURANCE	P. 11
Section 20.	LEAVE PROVISIONS	P. 11
Section 21.	OVERTIME/COMP TIME	P. 14
Section 22.	CALL BACK	P. 14
Section 23.	STAND-BY TIME	P. 14
Section 24.	MILEAGE ALLOWANCE	P. 14
Section 25.	UNIFORM ALLOWANCE	P. 13
Section 26.	BILINGUAL PAY	P. 14
Section 27.	SEVERANCE PAY	P. 15
Section 28.	SAFETY COMMITTEE	P. 16
Section 29.	SAFETY PROVISIONS	P. 16
Section 30.	TUITION REIMBURSEMENT	P. 16
Section 31.	RE-OPENER	P. 17
Section 32.	SAVINGS CLAUSE	P. 17
Section 33.	SEVERABILITY	P. 17
Section 34.	TERM	P. 17
Appendix A.	SIGNATURE PAGE	P. 18
Appendix B.	SALARY SCHEDULES	P. 19

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SOLANA BEACH AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION MARINE
SAFETY UNIT
July 1, 2021, to June 30, 2023**

SECTION 1. PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Employees' Association (SBEA/MSU), the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for full-time regular Marine Safety Unit employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers-Milias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CITY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

SECTION 2. RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBEA MARINE SAFETY UNIT as the Recognized Employee Organization for Marine Safety Unit employees for purposes of employer-employee relations.

Nothing in this Article is intended to amend, alter, modify, or supersede the provisions of Resolution No. 92-52, or the rights of employees thereunder, or the rights of individual employees under the provisions of the Meyers-Milias-Brown Act.

SECTION 3. APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and action. It is agreed that if this memorandum is approved by the City Council, the CITY will act in a timely manner to make the changes in City ordinances, resolutions, rules, policies, and procedures necessary to implement this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as

modified by or pursuant to this MOU) will govern the wages, hours and terms and conditions of employment of the employees represented by the SBEA/MSU, subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

SECTION 4. AUTHORIZED AGENTS/REPRESENTATIVES

CITY's principal authorized agent shall be the City Manager or the Manager's authorized designee; unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU.

The SBEA/MSU's principal authorized agent shall be its president or a duly authorized designee of the president.

SECTION 5. CITY MANAGEMENT RIGHTS

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises such exclusive authority in conformance with the express specific terms of this MOU.

The CITY has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- a. Determine and modify the organization of City government and its constituent work units.
- b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public, provided, however, should the CITY determine to change the mode of delivery of services to be offered to the public, it shall first notify SBEA/MSU and if an effect on represented employees is identified, shall meet and confer with SBEA/MSU regarding the effect of such decision on represented employees.
- c. Determine the budget, to allocate funds and resources and determine revenue sources.
- d. Determine methods, means, and the numbers and kinds of personnel by which services are to be provided.
- e. determine whether goods or services shall be made, purchased, or contracted for, provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBEA/MSU regarding the effect of such decision on represented employees.
- f. Determine employees, including scheduling and assignment of work and overtime.
- g. Establish employee performance standards and require compliance therewith.
- h. Promote or hire employees and establish job qualifications, descriptions, and requirements.
- i. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits,

or otherwise discipline employees subject to the requirements of applicable law.

- j. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- k. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- l. Take all necessary actions to protect the public and carry out its mission in emergencies.

SECTION 6. EMPLOYEE RIGHTS

Non-discrimination: As a result of this MOU, no person shall be favored or discriminated against, by either the CITY or the SBEA/MSU, to the extent provided by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex, sexual orientation, or disability.

Neither CITY nor SBEA/MSU shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in SBEA/MSU activity or because of the exercise of any right provided to the employees by this MOU or the Meyers-Milias-Brown Act.

Individual Rights: Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances, and rules and regulations.

- a. The right to form, join and participate in the activities of employee organizations of the employees own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her membership or non-membership in any employee organization.
- b. Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/ employee relations with the CITY or to be represented through a representative designated by the employee.
- c. The right to review his or her individual personnel file at times convenient to the employee and the City.

SBEA/MSU Rights:

- a. CITY recognizes the right of SBEA/MSU to govern its internal affairs.
- b. The CITY shall provide bulletin boards to be placed in CITY offices at a place convenient to SBEA/MSU

and approved by the City Manager for the use of SBEA/MSU. Material placed on the bulletin board shall be at the discretion of SBEA/MSU. SBEA/MSU agrees not to post any literature that is offensive, defamatory or violates the rights of employees to a workplace free of discrimination or harassment.

- c. SBEA/MSU may, with the prior approval of the City Manager, use CITY facilities for off-duty meetings of SBEA/MSU members. Use by SBEA/MSU of CITY equipment and supplies other than items normally used in business meetings such as desks, chairs, blackboards, and dry boards, despite the presence of such equipment and supplies, is prohibited.
- d. The representatives of SBEA/MSU shall have reasonable access to the members of SBEA/MSU for the purposes of providing representation and consultation. The access shall be subject to approval by the City Manager and shall not interfere with the convenient operation of the CITY's Departments. Access by personal visit to CITY offices shall be subject to reasonable prior notice to the City Manager.
- e. A representative of SBEA/MSU shall be allowed to be present at the request of any employee, at any meeting with management involving a grievance, at appeals of employee performance evaluations, and at any pre-disciplinary or disciplinary meetings.
- f. The CITY agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to two (2) representatives of SBEA/MSU when said representatives are meeting and conferring on matters within the scope of representation.
- g. SBEA/MSU may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The employee's representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Supervisors shall be given at least one day prior written notice in the event release time is requested unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend personnel hearings during the off-duty time shall do so on their time; providing, however, that off-duty employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this MOU.
- h. A designated employee representative requesting time off under this Article shall direct such request to the City Manager in writing within a reasonable time prior to the date requested, in order to assure that the department meets its staff needs and to assure sufficient coverage of departmental assignments. The City Manager shall respond to the request as soon as feasible, but not later than the end of business on the next business day following the request. If the City Manager does not respond to the request, the Department Head of the affected department may grant the release time. If the City Manager or Department Head cannot grant the release time because of workload or other scheduling reasons, the City Manager or Department Head shall give notice to the employee of a date or dates when the release time will be provided.

SECTION 7. EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

An Employer-Employee Relations Consultation Committee shall be established by the City Manager

for the purpose of discussing between representatives of management and employees, employment related issues of common concern to Marine Safety Unit members represented by SBEA.

The committee shall be composed of two employees represented by SBEA/MSU and two representatives from management. Non-employee consultants may attend and participate in committee meetings.

Meetings shall be scheduled by mutual agreement between the management and employee representatives as the need arises to discuss various issues. The committee shall meet every three months unless the management and employee representatives agree that a meeting is not needed.

Meetings shall be informal and shall be scheduled at times which do not interfere with the business of the CITY. Meetings may be scheduled after working hours, in which event the employee representatives shall not receive compensation for attendance.

SECTION 8. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of meet and confer sessions which resulted in this MOU. Any other matters, not contained herein, which were addressed during the course of the meet and confer process resulting in this MOU, are superseded, and terminated in their entirety. Any understanding or agreement not contained herein, whether formal or informal, which occurred during the course of meet and confer sessions, resulting in this MOU, are terminated, or superseded in their entirety. Any amendment to the provisions of this MOU shall not be effective unless made in writing executed by the parties.

It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term. It is recognized that if during such term it is necessary for the CITY to propose changes in matters within the scope of representation not contained in this memorandum, the CITY shall notify SBEA/MSU, indicating the proposed change prior to its implementation. If SBEA/MSU wishes to consult or meet and confer with the CITY regarding the matter, SBEA/MSU shall notify the CITY within ten (10) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by the CITY.

Nothing herein shall limit the authority to the CITY to make changes required during emergencies. However, the CITY shall notify SBEA/MSU of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of emergency. "Emergency" shall be defined as an unforeseen circumstance requiring immediate implementation of the change.

Failure by the SBEA/MSU to request consultation or negotiations pursuant to this Article shall not be deemed as approval of any action taken by the CITY, but only as a waiver of the right to consult and meet and confer.

The consent to, or waiver of, any breach, provision, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all the provisions of this MOU, nor a consent, or waiver of, any future breach, provision, or condition, unless otherwise expressly stated to the contrary in writing.

SECTION 9. PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike. During the life of this MOU, neither the employees nor any employees, agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the CITY, regardless of the reason for so doing.

Penalty. Any employee engaging in activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

No Lockout. During the term of this MOU, the CITY will not instigate a lockout over a dispute with the employees so long as there is no breach of "No Strike" under this Article.

Association Official Responsibility. Each employee or other person who holds the position of officer of the Recognized Employee Organization occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under "No Strike" of this Article, and to inform them of the penalty for failure to comply.

Enforcement. In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of CITY Services" by court action, or in the event that SBEA/MSU is required to enforce the provisions of said Article by court action, an injunction may be issued.

SECTION 10. PRIOR AGREEMENTS

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBEA/MSU and the CITY. The benefits and other terms and conditions of employment provided pursuant to the CITY's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

SECTION 11. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

The parties agree that negotiations for a successor Memorandum of Understanding shall begin by the submission by either party of a proposal or a written request to meet and confer not later than February 1, 2023. If a proposal or request is submitted, meeting and conferring sessions shall begin by February 15, 2023, and shall continue until agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use their best efforts to conclude meet and confer sessions before May 31, 2023. If neither party submits a proposal or request, all conditions of this MOU shall continue in full force and effect for one year from the date it otherwise would have terminated.

SECTION 12. RULES AND REGULATIONS

The City of Solana Beach Personnel Rules and Regulations shall remain in full force and effect during the term of this MOU subject only to the provisions of this MOU and to the amendments necessary to

implement the terms of this MOU. During the term of this MOU, any amendments proposed by City Management to the Rules and Regulations pursuant to the rights reserved to the CITY under this memorandum shall be made only after providing notice and an opportunity for input to the designated representatives of SBEA/MSU.

SECTION 13. HOURS OF WORK

Hours of work and work schedules shall be determined according to Section 9.01 of the City Personnel Rules and Regulations.

SECTION 14. SALARY ADJUSTMENT

The parties jointly agree that the following salary increases shall be applicable for the term of this MOU for all SBEA/MSU classifications as specified on the salary schedule in Appendix B:

- a. Effective the first full pay period after July 1, 2021: four and a half percent (4.5%) salary increase for employees represented by SBEA/MSU.
- b. Effective the first full pay period after July 1, 2021: Addition of Step F to the Marine Safety Sergeant classification.
- c. Effective the first full pay period after July 1, 2022: four percent (4%) salary increase for employees represented by SBEA/MSU.

Pay increases resulting from employee-employer negotiations will become effective on the specific date negotiated between the CITY and SBEA/MSU. Increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager in accordance with the City of Solana Beach Personnel Rules and Regulations.

The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

SECTION 15. CAFETERIA BENEFIT PLAN

All regular employees in the SBEA/MSU shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

The CITY will contribute the following to each full-time employee for the purchase of medical, dental and vision insurance options offered through the City's Flexible Benefit Cafeteria Plan:

- a) Effective July 1, 2021, through June 30, 2022, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,426 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- b) Effective July 1, 2022, through June 30, 2023, the City will increase the maximum monthly health insurance allowance by 5% from \$1,426 to a maximum of up to \$1,497 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.

- c) All previous terms apply.
- d) Contributions for regular Part-Time SBEA/MSU Employees will be prorated at a rate that is representative of their part-time status (e.g., 50% or 75%)

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2021:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“optout”) will receive \$1,358 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,358 will receive the difference between \$1,358 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,358.

Employees hired on or after July 1, 2021:

- 1) Employees who do not enroll in the 1) medical, dental or vision insurance plans provided by the City (“optout”) will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475 will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

The CITY will make available medical, dental, and vision insurance plans for SBEA/MSU employees. The City also provides for employee participation in Health Care and Dependent Care Flexible Spending Accounts. The Flexible Spending Accounts are established under Section 125 of the Internal Revenue Code and will be administered by a third-party administrator (TPA).

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY’s Human

Resources Department will be responsible for approving an employee's proof of health coverage. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee. All Cafeteria Plan elections must be made on forms approved by the Human Resources Department. Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan and approved by the Human Resources Department.

SECTION 16. RETIREMENT SYSTEM CONTRIBUTIONS

Retirement benefits are subject to the Public Employees' Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

- a. For SBEA-MSU employees hired prior to January 1, 2011, the CITY will continue to provide a 3% @ 50 retirement benefit with the use of the employee's single highest year salary from the California Public Employee Retirement System (CalPERS). The SBEA/MSU employees will continue to pay the entire 9% employee share cost of their benefit.
- b. Employees hired on or after January 1, 2011, will receive a 2% @50 retirement benefit with the use of the average of the employee's highest-three-year-salary. These employees will continue to pay the entire 9% employee share cost of their benefit.
 - 1. Cost Sharing of Employer Contribution: Employees defined as "classic members" per CalPERS and PEPRA/PERL agree to pay a portion of the employer's contribution costs as follows:
 - a. Per the CalPERS contract amendment which went into effect on October 29, 2016, SBEA/MSU employees will continue to pay an additional 2% of pay towards the cost of the CalPERS retirement benefit. This 2% is in addition to the employees paying their entire employee portion of the CalPERS retirement contribution. (11% of pay total)
- c. Pursuant to the PEPRA and PERL, new employees (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2.7% @ 57 retirement formula with the use of the average of the employee's highest three-year salary. All new employees/members hired on or after January 1, 2013, will pay 50% of the normal cost contribution.
- d. Mission Square Retirement (formerly ICMA-RC)

The City will contribute \$1 for each \$1 contributed to a Mission Square Retirement (formerly ICMA-RC) 457 Savings Plan by each SBEA/MSU employee, with an annual cap of the lesser of 2% of annual salary or \$2,000 per year.

SBEA/MSU employees must have an active account with Mission Square Retirement (formerly ICMA-RC).

SECTION 17. RETIREE HEALTH BENEFITS

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits as follows:

SBEA/MSU members currently employed who retire from the City at a future date, shall receive the following Retiree Health benefits in recognition of their vested rights and service to the City:

- a) Staff members hired prior to January 1, 2007, shall receive maximum of \$290.00 per month. If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMHCA contribution amount and pay that amount to CalPERS directly. Any left-over balance will be provided to the retired employee.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the \$290 monthly allowance will be deposited in a Health Reimbursement Arrangement Account (HRA), which can be used towards reimbursement of eligible health/medical expenses.

- b) Staff members hired on or after January 1, 2007, who subsequently retire from the City AND enroll in the CalPERS Retiree Health Plan, will only receive the “minimum” retirement benefit contribution amount required under PEMHCA to offset their CalPERS Retiree Health Plan costs.

If the retired employee does not enroll in the CalPERS Retiree Health Plan, no Retiree Health Benefit payments will be made to the retiree by the City.

SECTION 18. LIFE INSURANCE

All employees of the CITY governed by this MOU shall be entitled to receive life insurance. The CITY shall pay the cost of the basic coverage for the employee. The life insurance policy shall continue to provide basic coverage at an amount equal to one times the employee's annual salary.

SECTION 19. LONG TERM DISABILITY INSURANCE (LTD)

Employees are eligible to participate in the City’s LTD Plan. LTD premiums will be paid by the City on behalf of all Marine Safety employees.

SECTION 20. LEAVE PROVISIONS

Employees shall be entitled to leaves of absence as provided in Section 10 of the City Personnel Rules and Regulations.

- (a) Vacation**

**Memorandum of Understanding
COSB and SBEA/MSU (July 1, 2021, to June 30, 2023)**

Vacation Leave shall be determined according to Section 10.01 of the City Personnel Rules and Regulations, all full-time regular/permanent SBEA/MSU employees shall be entitled to vacation based upon the following schedule:

Months of Employment Completed	Hours of Vacation per Year (40 hrs. weeks)
12-36 Months	10 days per year (3.08 hppp)
37-120 Months	15 days per year (4.62 hppp)
121+ Months	20 days per year (6.15 hppp)

Regular/permanent part-time SBEA/MSU employees shall accrue vacation on a prorated basis based on their work schedule (i.e. 50% or 75%).

Vacation accrual, usage and pay-off shall be subject to the provisions of Section 10.01 of the City Personnel Rules and Regulations.

(b) Holiday

In recognition that full-time regular/permanent employees of the SBEA/MSU may be scheduled to work on City holidays as part of the regular scheduling process in order to provide full-time lifeguard protection services, the City agrees to pay each full-time regular/permanent employee of the SBEA/MSU an annual total of 152 hours of holiday-in-lieu pay payable in equal installments each two-week pay period. Holiday-in-Lieu pay is considered “Special Compensation” by CalPERS and California Code of Regulations (CCR).

Holiday-in-Lieu pay is considered “Special Compensation” by CalPERS and California Code of Regulations (CCR). Page 12 of 18 CCR 571 (5) defines “Holiday Pay” as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require staffing without regards to holidays. For this reason, CalPERS considers Holiday Pay as pensionable compensation.

(b-1) Holiday-in-Lieu and Regular Rate of Pay

Effective first full pay period in July 2021, the City will no longer consider holiday-in-lieu pay when calculating a SBEA/MSU member’s regular rate of pay.

(c) Bereavement

Section 10.03 A. of the City Personnel Rules shall be amended to provide, with respect to SBEA/MSU employees, as follows:

- a. Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay.
- b. Members of the immediate family are defined as an employee’s spouse, registered domestic partner, children, father, mother, brothers, sisters, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, fiancés, and grandparents.

- c. When a death occurs in an employees' immediate family, the employee shall be granted bereavement leave, without loss of pay, for up to three (3) working days.
- d. All hours of Bereavement Leave will count as hours worked for the purposes of FLSA calculations.

(d) Jury Duty/Witness Duty

Employees shall be compensated for jury duty according to Section 10.04 of the City Personnel Rules and Regulations. Employees shall be compensated for court time according to Section 10.05 (Witness Duty) of the City Personnel Rules and Regulations.

(e) Special Leaves of Absence without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as specified by the Family Leave and Medical Act of 1993 (California Government Code 12945.2).

(f) Sick Leave

- a. SBEA/MSU employee members will accrue sick leave at the rate of 5.542 hours per pay period.
- b. All hours of sick leave will count as hours worked for the purposes of FLSA calculations.

The CITY will provide sick leave payoff at retirement as follows:

(f-1) Sick Leave Payoff

Sick leave payoff will occur for normal (non- disability) retirements only. Payoff would be in cash at the rate of ten percent (10%) of the sick leave balance at the time of retirement up to a maximum payoff of ninety-six (96) hours. To qualify for payoff, an employee would be required to have a minimum of ten (10) years of service with the CITY. There will be no payoff at termination.

The provisions of the City of Solana Beach Personnel Rules and Regulations shall govern all other terms and conditions of employment.

(f-2) Sick Leave Conversion

SBEA/MSU Employee members shall be entitled to convert sick leave to vacation leave according to the provisions of the City's Personnel Rules and Regulations. The Personnel Rules and Regulations Section 10.02 (E) regarding Sick Leave Conversion will be updated to reflect that employees will be permitted to convert up to 40 hours of accumulated sick leave to vacation leave if no more than 40 hours of sick leave has been used by the employee during the prior year, and all other terms and conditions in the Personnel Rules regarding Sick Leave are met. All other terms and conditions in

the Personnel Rules related to Sick Leave remain the same.

(g) Paid Leave Considered Time Worked

All paid leave hours will be considered hours worked (with the exception of worker's compensation and leave without pay).

SECTION 21. OVERTIME/COMP TIME

Employees shall be entitled to overtime pay or compensatory time (comp time) off in lieu of overtime pay as provided in Section 9.02 of the City Personnel Rules and Regulations.

SBEA/MSU employees may accrue and have a maximum current credit of 120 hours of comp time. Overtime work shall first be offered on a rotating basis to qualified employees in a department who desire overtime work and have notified the Marine Safety Captain in writing of their desire.

Nothing in this MOU or the Personnel Rules shall be construed as guaranteeing that overtime work will be available.

SECTION 22. CALL BACK

Call Back Pay for SBEA/MSU employees shall be a minimum of four (4) hours.

SECTION 23. STANDBY-TIME

Standby pay will be compensated at a minimum of four (4) hours, for each day the employee is on "stand-by" status for represented Marine Safety Employees.

SECTION 24. MILEAGE ALLOWANCE

Employees shall receive a mileage allowance as provided in Section 9.05 of the City Personnel Rules and Regulations.

SECTION 25. UNIFORM ALLOWANCE

Employees represented by SBEA/MSU, shall receive uniform allowance in the amount of \$600 annually. The uniform allowance payment is to compensate for all costs associated with uniform purchase, replacement, maintenance, etc. Effective the first full pay period in July 2021, the \$600 uniform allowance will be spread evenly over 26 pay periods.

SECTION 26. BILINGUAL PAY

The City agrees to provide Bilingual Pay in the amount of \$100 per month, to those employees who regularly use their bilingual skills in the performance of their duties. The employee must successfully pass a Bilingual Performance Examination as determined appropriate by the Human Resources Department.

- a. All SBEA/MSU employees, including temporary/seasonal employees, are eligible to participate in

the Bilingual Pay Program.

- b. Bilingual Pay will be paid based on 26 pay periods per year.
- c. Eligible employees must successfully pass a Bilingual Performance Examination every three (3) years, as determined appropriate by the Human Resources Manager.
- d. Eligible languages are Spanish and American Sign Language.
- e. Bilingual Pay for permanent part-time SBEA/MSU employees shall be prorated based on work schedule (i.e. 50% or 75%).
- f. Bilingual Pay will not accrue during any leave (paid or unpaid) of more than thirty (30) days.
- g. Temporary/seasonal employees must have paid hours during a pay period in order to receive their bilingual pay. If there are no reportable work hours (i.e. no earnings), the temporary/seasonal employee will not be eligible for Bilingual Pay during that pay period.
- h. During the term of this MOU, the City will continue to use Alta Language Services for Spanish bilingual testing services. Eligible employees will be scored based on the criteria listed below:

ALTA Speaking/Listening

- 10 -12 Superior= Fluent
- 06 - 09 Conversational = Basic
- 05 and below= Fail

SECTION 27. SEVERANCE PAY

The CITY shall provide severance pay for SBEA/MSU employees with five or more years of CITY service who are laid off from employment pursuant to Section 11 of the City Personnel Rules and Regulations as follows:

- a. Employees with five or more years of CITY service who are laid off from employment pursuant to Section 11 of the City Personnel Rules and Regulations shall receive a severance pay in an amount of the employee's base salary for a period of forty-five days after the date of the employees termination; provided, however, in the event the period from the date of giving notice of proposed layoff to the date of termination pursuant to that notice is greater than thirty days then the days for which severance pay is received shall be reduced by one day for each day the notice period exceeds thirty days, and further provided that the minimum amount of severance pay shall be equivalent to thirty days base salary. Severance pay shall cease if the employee obtains employment prior to the expiration of the severance pay period. If the employee obtains unemployment insurance benefits, the amount of severance pay shall be limited to the difference between the employee's base salary and the amount of the unemployment insurance benefit payment.
- b. Severance pay shall be payable in installments. The first installment shall be made on the second Friday following the date of termination. Subsequent payments shall be at two-week intervals thereafter.

- c. An employee shall provide the CITY with a certification of continuing eligibility to receive severance pay and receipt or non-receipt of unemployment insurance benefits prior to each severance pay installment. The certification shall be under penalty of perjury.
- d. In addition to the severance pay, the CITY will continue to pay the monthly premium for health, dental and vision insurance paid by the CITY on the date of termination in order to continue coverage for a period of 90 days from the date of termination.
- e. An employee receiving severance pay shall not be considered to be an employee of the CITY after the date of termination. Severance pay shall not be considered salary for the purposes of the Public Employees Retirement System.
- f. Employees who are subject to layoff because the exercise of "bumping" or "retreat" rights by another employee pursuant to Section 11 of the Personnel Rules and Regulations shall receive the same notice of layoff and shall have the same rights to bump less senior employees as the employee originally receiving the notice of proposed layoff.

SECTION 28. SAFETY COMMITTEE

The employees represented by SBEA/MSU, shall have the right to appoint one employee member to the Safety Committee. The appointment shall be subject to the approval of the City Manager, which approval shall not be unreasonably withheld.

SECTION 29. SAFETY PROVISIONS

a. Sunglasses

The CITY shall provide one pair of sunglasses to each Marine Safety represented employee or will reimburse said employees an amount not to exceed one hundred fifty dollars (\$150.00) per year, for the employee's purchase of one pair of sunglasses.

b. Sunscreen

The CITY will purchase, in bulk, sunscreen and provide such sunscreen on an as needed basis to all CITY employees who perform work outdoors.

SECTION 30. TUITION REIMBURSEMENT

Each full-time permanent SBEA-MSU member who has completed the probationary period shall be eligible for tuition reimbursement up to \$2,000 per fiscal year in tuition reimbursement for college level courses or additional training, or when such courses or training are required to obtain or maintain a job-related certificate, or any other course previously approved by the Marine Safety Captain. All classes would require prior approval from the Marine Safety Captain and as authorized by the City Manager for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual course with a grade of "C" or better or successful completion of courses that do not assign grades. Proof of satisfactory completion and payment must be provided.

SECTION 31. REOPENER

During the duration of this MOU the City will reopen negotiations to discuss the following items for citywide implementation:

- a. New City Personnel Rules & Regulations

SECTION 32. SAVINGS CLAUSE

If any provisions of this MOU should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any provisions, the CITY and the Association agree to meet within thirty (30) days of notice by either to the other for the purpose of renegotiating said provision.

SECTION 33. SEVERABILITY

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, or federal and state regulations. If any part or provision of this MOU is in conflict or inconsistent with such laws, rules, and regulations, or is otherwise held to be invalid or unenforceable by a tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected.

SECTION 34. TERM

The term of this agreement shall commence on July 1, 2021, subject to formal approval by the City Council, and shall expire at 12:00 a.m. (midnight) on June 30, 2023.

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APPENDIX A


SBEA/MSU represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

CITY:

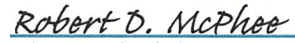
By: 
GREGORY WADE, CITY MANAGER

Date: 7-15-21

SBEA/MARINE SAFETY UNIT:

By: 
Greg Uruburu (Jul 7, 2021 08:37 PDT)
GREG URUBURU, SBEA-MSU


Date: Jul 7, 2021

By: 
Robert D. McPhee (Jul 6, 2021 16:11 PDT)
ROB MCPHEE, SBEA/MSU

Date: Jul 6, 2021

By: 
Joseph Pennell (Jul 6, 2021 16:09 PDT)
JOSEPH PENNELL, SBEA/MSU

Date: Jul 6, 2021

By: 
Evan Mason (Jul 7, 2021 12:49 PDT)
EVAN MASON, SBEA/MSU


Date: Jul 7, 2021

APPROVED AS TO LEGAL FORM:

By: 
JOHANA N. CANLAS
CITY ATTORNEY

Date: _____

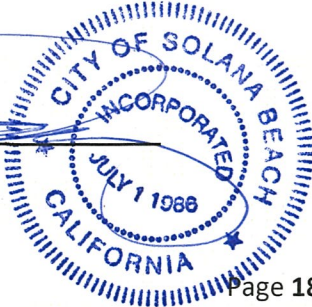
CITY COUNCIL:

By: 
LESA HEEBNER
MAYOR

Date: 7/15/2021

ATTEST:

By: 
ANGELA IVEY
CITY CLERK



Date: 07-20-2021

APPENDIX B

**SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2021 SOLANA
 BEACH EMPLOYEES' ASSOCIATION,
 MARINE SAFETY UNIT**

FY 2021/2022

**MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 2, 2021**

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 106A	Marine Safety Sergeant	\$ 29.49	\$ 30.96	\$ 32.51	\$ 34.14	\$ 35.85	\$ 37.64	\$ 5,111.58	\$ 5,367.16	\$ 5,635.52	\$ 5,917.30	\$ 6,213.16	\$ 6,523.82
Marine Safety 125A	Marine Safety Lieutenant	\$ 35.63	\$ 37.42	\$ 39.29	\$ 41.25	\$ 43.31	N/A	\$ 6,176.65	\$ 6,485.48	\$ 6,809.75	\$ 7,150.24	\$ 7,507.75	N/A

**SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2022
 SOLANA BEACH EMPLOYEES' ASSOCIATION,
 MARINE SAFETY UNIT**

FY 2022/2023

**MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 2022**

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 110A	Marine Safety Sergeant	\$ 30.67	\$ 32.20	\$ 33.81	\$ 35.50	\$ 37.28	\$ 39.14	\$ 5,316.05	\$ 5,581.85	\$ 5,860.94	\$ 6,153.99	\$ 6,461.69	\$ 6,784.77
Marine Safety 129A	Marine Safety Lieutenant	\$ 37.06	\$ 38.91	\$ 40.86	\$ 42.90	\$ 45.05	N/A	\$ 6,423.71	\$ 6,744.90	\$ 7,082.14	\$ 7,436.25	\$ 7,808.06	N/A