

SCLEA Negotiations

SCLEA Proposal

March 3, 2016

Esteemed members of the Huntington Beach City Council,

The Surf City Lifeguard Employee's Association ("SCLEA") has received the city of Huntington Beach's second proposal ("Council's 2nd Proposal") and rejects said proposal in its entirety. SCLEA has chosen to reject the Council's 2nd proposal as SCLEA believes that said proposal was based on intentionally inaccurate and incorrect costing numbers provided to the City Council by its own staff that ignore current policies and practices already in existence.

In the costing analysis of SCLEA's Proposal to the City of December 15, 2015 ("Initial Costing"), the estimated impact of the \$175 Uniform Allowance requested by SCLEA, multiplied by 150 unit members was **\$26,250**. (See Initial Costing attached hereto as "Exhibit A."). Upon rejection by the city, SCLEA revised its Uniform Allowance request to \$150 rather than \$175. However, the costing analysis of SCLEA's Proposal to the City of February 2, 2016 ("Latest Costing"), estimated the impact of providing a \$150 uniform allowance to the 150 unit members to be **\$26,805** (See Latest Costing, attached hereto as "Exhibit B."). Such an estimate is clearly problematic as somehow after the requested uniform allowance was reduced by \$25 per member, the costing came in almost \$600 higher than the previous offer. The City's costing also shows an annual impact of **\$33,550** for 55 employees working on President's, Memorial, July 4th, and Labor Day(s). This is problematic for multiple reasons. First, there is not regular recurrent staffing on President's day, and only recurrent employees filling in for the under-staffed permanent positions are used. Additionally, the beach is not at full staffing during Memorial Day. Based on these two items alone, the calculated **\$33,550** impact for holiday pay is at least 25% higher than it should be.

Further, SCLEA made an effort to significantly reduce the number of unit members that would qualify for City supplements towards their healthcare costs through a proposed tiered system that would have most bargaining unit members paying for most if not all of their healthcare costs. Yet, the costing done by the City shows that it would impact to the City's budget for this tiered system would be equivalent to providing all unit members with free HMO health coverage. The Latest Costing also contained wildly higher estimated impacts of terms identical to ones contained in the Initial Costing. For example, the Initial Costing estimated that the Salary Schedule Restructure for Ocean Lifeguard II Salary Step Adjustment at **\$29,937** (Exhibit A), however that same exact term was estimated by the Latest Costing at **\$37,612** (Exhibit B), an increase in almost \$8,000. To the best of our knowledge, the number of Lifeguard II employees has not changed between December and now.

Huntington Beach is a world class destination. Over 12.5 million people came to the beach last year, and tourism is a vital engine to the local economy. The primary factor in our tourism is safe and secure beach access. Without the beach, Huntington Beach would not be "Surf City." Without safe and secure beaches, Huntington Beach will struggle to monetize and promote "Surf City." The recent massive economic projects being built on Pacific Coast Highway, including Pacific City and the creation of a new Hilton tower, will only further increase the number of visitors to Huntington Beach's waters, and make it more crucial than ever that the beaches stay safe and secure.

There has been one group of safety professionals, Lifeguards, that has largely been ignored by the City of Huntington Beach. While Huntington Beach is the busiest beach in the United States, and the city of Huntington Beach heavily relies on beach safety for its economy, Huntington Beach Lifeguards are some of the lowest paid in Orange County and Los Angeles. This has made it increasingly difficult to recruit, hire, and retain the best lifeguard candidates, with many Lifeguards now choosing to work at different

SCLEA Negotiations

SCLEA Proposal

March 3, 2016

beaches, where they do not have as heavy a workload and receive higher pay. The Marine Safety Division (MSD) has been forced to relax the minimum requirements for an Ocean Lifeguard in an effort to hire enough new people to fill scheduled positions. While other safety groups within the City receive hundreds or thousands of applications per job opening, the MSD struggles to hire enough employees to function. With beach safety being so crucial to Huntington Beach's economy, and continued economic development, it is simply a bad business decision to let this situation continue.

Current Salary Ranking for Summer 2016		
Los Angeles County	\$24.66	
Los Angeles City	\$23.23	
Laguna Beach	\$19.63	
Long Beach	\$19.20	
Seal Beach	\$17.82	
Newport Beach	\$17.61	
San Clemente	\$17.31	
Huntington City	\$16.99	

To date, the city has made it clear in negotiations that it will not provide the Lifeguards with a bigger percentage raise than that which is provided to other city departments. While SCLEA respects the City's acknowledgement that year-over-year contracts without pay enhancements will make our safety positions less desirable, unlike other units within the City, SCLEA unit members are already at the bottom of comparable municipal lifeguard organizations. Continuing this practice with SCLEA will only serve to perpetuate the pay disparity and recruitment problems. While this pattern of behavior may allow the other departments to remain among the top paid, it will leave to the Lifeguards failing to even catch up to other cities, thereby perpetuating the problems of recruitment, retention, and experience.

In order to attract better candidates, better retain existing lifeguards, and increase the overall experience level of Huntington Beach lifeguards, thereby increasing public safety at our beaches, the solution is simple. Huntington Beach must increase salaries and improve working conditions so as to make them competitive with other local agencies, so that the best local candidates again become interested in working in Huntington Beach. While SCLEA understands it will be difficult to accomplish this in one year, SCLEA's proposal takes a second step toward remedying the problem over the course of a few years. Given that the revenues from beach parking alone are much higher than the current budget for beach personnel, the city has an adequate source of revenue for doing this, while still ensuring that there is a large profit from beach activities alone, without even including the indirect revenues brought to the city by beach tourism.

SCLEA believes that its previous proposal was adequate, while a completely inadequate response was provided by the city. As such, SCLEA makes its Third Proposal to the city, proposing terms in line with its previous offer, while amending Article IV Uniform Allowance to remove the request for a monetary stipend, and instead setting out a more defined policy of the already existing Uniform Allowance whereby the city must provide, at its expense, the required uniform items from a group of vendors specified within that Article. SCLEA believes that the proposal made by the city of an \$80 uniform allowance is inadequate to fulfill the purpose of that allowance as SCLEA members will be unable to procure the proper necessary uniforms and equipment on such a low allowance. However, SCLEA believes the amendment to the term is reasonable as it accomplishes the goal of its members being able to obtain the best required equipment, while not altering any of the existing obligations of the city as it was already required to provide said uniform articles.

Item	Proposal
Article I	October 1, 2015 through September 30, 2017

SCLEA Negotiations

SCLEA Proposal

March 3, 2016

Term of MOU	
<p style="text-align: center;">Article II Representation</p>	<p>Add language that states:</p> <ul style="list-style-type: none"> • MSD must provide space for a bulletin board, in Lifeguard Headquarters for all SCLEA members to receive information related to their terms/conditions of employment. • SCLEA will be provided at least 5 minutes at the annual "Crew Photo Meeting" and at a mutually agreed upon point during the 100 hour new-hire training process, which time shall be used for representational business. <p>SCLEA would like to have reasonable access to its unit members to disseminate pertinent information to recurrent employees.</p>
<p style="text-align: center;">Article VII Annual Physical & Technical Testing</p>	<ul style="list-style-type: none"> • The City shall provide medical coverage to the Recurrent Ocean Lifeguard employees. The City will pay the following scaled cost of the HMO plan rate for the employee only. Family coverage can be added at full cost to the employee. The "previous year" will be defined as a payroll calendar year. The City will pay: <ul style="list-style-type: none"> • 0% for employees working 80-499 hours in the previous year's employment • 25% for employees working 500-749 hours in the previous year's employment • 50% for employees working 750-999 hours in the previous year's employment • 75% for employees working 1000-1249 hours in the previous year's employment • 100% for employees working over 1250 hours in the previous year's employment • All employees will receive a minimum of 8 hours of recertification training and skills testing each year during the annual requalification process. • All Junior Guard and Lifeguard III personnel need to be given ongoing continuing education and skills training similar to the 2 one-hour trainings provided for the Lifeguard Is & IIs. <p>With pension reform reshaping the future lifesaving workforce, it is imperative to ensure that employees are healthy and medically insured. As the age of our employees continues to rise, ensuring our lifeguards have quality health coverage can go a long way to limiting the City's worker's comp liabilities. Since the City has a practice of prohibiting SCLEA members from working more than 1,000 hours, only about 13% of the SCLEA membership would even be eligible for more than 50% of the healthcare costs supplemented by the City, based on the accuracy of the information provided by the City of Huntington Beach. Beyond that, Many of the unit members that make up that 13% either (a) don't work enough hours to qualify for significant City supplements, or (b) receive healthcare from an alternative employer and therefore wouldn't participate in the City's healthcare program. The City's assertion that providing SCLEA with a tiered supplement to the HMO plan within the City's healthcare program would cost the City over \$775,000 is asinine. Continuing education is essential to ensuring our lifeguards</p>

SCLEA Negotiations

SCLEA Proposal

March 3, 2016

	<p>meet the high standards the Huntington Beach Community has come to expect from its public safety organizations. Ensuring that we will have minimum levels of yearly training will help to ensure that we can meet those high expectations and maintain and enhance our standard of care year-after-year.</p>
<p>Article IV Uniform Allowance</p>	<ul style="list-style-type: none"> • Amend language to sub-section A that states: <ul style="list-style-type: none"> ○ The fins provided by the MSD will be of the style and from the manufacturer of the employee’s preference from the following brand options. Churchill, Da Fin, FCS, Viper, & Voit. In the event that any of these brands discontinue their sale of surf fins, a replacement brand will be selected by both representatives from the MSD and SCLEA. ○ The sunglasses provided by the MSD will be polarized glasses of the style and from the manufacturer of the employee’s preference from the following brand options. Costa Del Mar, Dragon, DSO, Hobie, Oakley, & Smith. In the event that any of these brands discontinue their sale of polarized sunglasses, a replacement brand will be selected by both representatives from the MSD and SCLEA. ○ The MSD will provide and maintain a supply of usable binoculars, for checkout, equivalent to ½ of the scheduled recurrent positions on any given day. • Add “digital watch” to list of uniform articles issued by the MSD • Add language to sub-section A that states: <ul style="list-style-type: none"> ○ The watches provided by the MSD will be digital watches of the style and from the manufacturer of the employee’s preference from the following brand options. Casio, Ripcurl, Timex, Vestal. In the event that any of these brands discontinue their sale of digital watches, a replacement brand will be selected by both representatives from the MSD and SCLEA. • Add language to sub-section B that clarifies: <ul style="list-style-type: none"> ○ “Worn out by the passage of time” will refer to surf fins that have been used for five (5) or more years, watches that have been in use for four (4) and sunglasses that have been used for three (3) or more years. • All items will be replaced within five (5) working days to ensure that employees have their required uniform articles. <p>SCLEA respects the City’s reluctance to provide a stipend congruent to the value of the equipment it is intended to replace or repair. For this reason, we withdraw our proposal for a stipend and offer a solution that SCLEA feels could serve the interests of both groups. In this model, the City will maintain the status-quo for the majority of the uniform replacement process and SCLEA unit members will be given the modified benefit of choice in the process.</p>
<p>Article VIII Salary Schedule</p>	<ul style="list-style-type: none"> • 6.00% wage increase for all classifications covered by this agreement, effective the beginning of the pay period following 10/1/2015. • 4.00% wage increase for all classifications covered by this agreement, effective the beginning of the pay period following 6/15/2017. • Salary Schedule – The salary schedule of all classifications of Recurrent

SCLEA Negotiations

SCLEA Proposal

March 3, 2016

	<p>Lifeguard will be modified, effective the beginning of the pay period that includes July 1, 2016 to reflect a structural change deleting the current A-step and B-step hourly rate and restructuring the schedule making C-step the new A step.</p> <ul style="list-style-type: none">• Adjust Junior Guard Instructor I pay scale to 5% below Lifeguard II pay scale.• Adjust Junior Guard II pay scale to 5% below the Lifeguard III pay scale. <p>As discussed earlier, the City of Huntington Beach is having a difficult time recruiting and retaining lifeguard candidates. The starting pay for Huntington City Beach is lower than all other municipal beaches in Orange County. Recognizing that our starting lifeguard pay was not competitive, the City of Huntington Beach eliminated pay steps many years ago. Rather than raising the pay scale, the starting wage was artificially elevated by eliminating merit increases and bringing in personnel without job related experience at higher pay steps. Through cooperative efforts between the City Council and SCLEA we have replaced one (1) of the three (3) eliminated pay steps in the last 10 years. Reestablishing the remaining pay steps will bring the lifeguards into alignment with all other city employees that are hired on the first step of their respective pay scale. The Junior Guard Instructor positions are promotions from the Lifeguard I ranks. This promotion requires many different skills and enhanced levels of responsibility that are not reflected in the minimal differences in between the respective pay scales.</p>
<p>Article X Work Day; Work Week</p>	<ul style="list-style-type: none">• All unit members will receive at least two (2) 30 minute breaks or one (1) 60 minute (for specific operational positions) break(s) throughout the duration of their work day. In the event that the Marine Safety Division fails to provide the appropriate duration of break time, the unit member will receive additional pay for an equal amount of time to the missing break. <p>Mental and physical fatigue is of great concern to all Marine Safety personnel. Currently, lifeguards are only guaranteed two (2) – 15 minute breaks per day, regardless of how many hours the employee works. Increasing the minimum break time will ensure that employees have enough time to get food, use the restroom, and take appropriate actions to ensure they return to their assignment fit for duty.</p>
<p>Article XI Special Pay</p>	<ul style="list-style-type: none">• Amend subsection 2, of Section A to include all unit members.• Holiday Pay; all unit members who are normally required to work on an approved holiday should receive compensation at 1.5 times their normal base pay.• All unit employees required/subpoenaed to attend proceedings, resulting from Marine Safety employment, outside of their normal assignment will be paid their appropriate hourly rate for the duration of their time at said proceedings. Unit employees will also be paid for "on call" time related to said proceedings resulting from Marine Safety employment. <p>The Emergency Medical Technician (EMT) certification is a highly desirable qualification amongst lifeguards. This certification is a prerequisite to promotion throughout the MSD and leads to a higher medical standard of care for all beach</p>

SCLEA Negotiations

SCLEA Proposal

March 3, 2016

	<p>patrons. Many other MSD employees are not required to complete necessary continuing education on their own time, and this should be extended to all employees.</p> <p>People do not like to work on holidays. As evidence of this, we can report to Huntington Beach's City Hall on the next major holiday and take count of the number of employees working. This, along with the state protected sick days will create challenges getting employees to fill their schedules or additional supplemental schedules on holidays. In an effort to incentivize employees to work on city holidays, we strongly recommend the addition of a holiday pay benefit. Holiday Pay is a benefit that all employees within the City of Huntington Beach enjoy. Incorporating this into our MOU brings SCLEA into alignment with all other groups within the city.</p>
Article XIII Miscellaneous	<ul style="list-style-type: none">• Add language at the end of Step 3 of the Grievance Process that states, "At that point, any unit member may file a law suit in any court of law without the need to file any further grievance procedures."• Enhance language to AB-1522 provision that allows unit members to exchange accrued sick time for 50% of the employee's prevailing base rate, and to use more than 3 sick days in a yearly period. <p>SCLEA has sought to create a grievance process that moves outside of our department. This will allow for a clear pathway for SCLEA unit members to take a grievance beyond the scope of the Fire Department. Based on the current language of the Healthy Families Act, employees are limited to 3 paid sick days within a 365 day year regardless of the length or nature of the illness. It is SCLEA's position that employees should be allowed to use as many sick days as they have accrued in order to achieve wellness. Additionally, language in the Healthy Families Act creates a maximum sick time that can be accrued. As a result, employees will be more likely to take sick days for illness/wellness appointments that could otherwise be avoided in an attempt to maintain their consistent sick time accrual. This will put undue stress on our staffing levels that could otherwise be avoided.</p>