

# **Memorandum of Understanding**

**BETWEEN**

**THE CITY OF BREA**

**AND**

**THE BREA MANAGEMENT  
ASSOCIATION**

**JULY 1, 2023 THROUGH JUNE 30, 2026**



**Brea Civic & Cultural Center  
Human Resources Division  
1 Civic Center Circle  
Brea, CA 92821  
[www.cityofbrea.net](http://www.cityofbrea.net)**

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EXHIBIT A—LIST OF REPRESENTED CLASSIFICATIONS

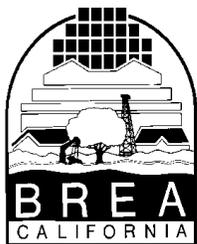
EXHIBIT B – SALARY TABLES Effective 07/09/2022-07/7/2023

EXHIBIT C – SALARY TABLES Effective 07/08/2023-07/05/2024

EXHIBIT D – SALARY TABLES Effective 07/06/2024-07/04/2025

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BREA  
AND  
THE BREA MANAGEMENT ASSOCIATION**

**July 1, 2023 through June 30, 2026**

*This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Brea Management Association.*

**A. Recitals**

(i) *The parties hereto have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and have reached agreement on changes in wages, hours and terms and conditions of employment.*

(ii) *The parties hereto have agreed upon the wages, hours, and terms and conditions of employment as set forth herein in order to encourage effective recruitment and retention of well-qualified employees and to foster and reward employees' potential, performance, professional attitude, morale and pride in work. The Brea Management Association employees hereby acknowledge these expectations.*

**B. Agreement**

*Now, therefore, the parties hereto agree as follows:*

**ARTICLE I – RECOGNITION**

Pursuant to the provisions of City of Brea Employer - Employee Relations Resolution No. 06-62, the City of Brea (hereinafter called the "City") has recognized the Brea Management Association (hereinafter called the "Association") as the majority representative of employees in the bargaining unit, which includes full-time employees in the classifications listed in Exhibit A. The parties agree to discuss unit modification opportunities during the term of this agreement.

**ARTICLE II – NONDISCRIMINATION**

The City and the Association agree that they shall not discriminate against any employee because of race, color, gender, age, national origin, marital status, sexual preference, political or religious affiliations, disability, except as may be required for compliance with

Federal or State law, or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall re-open any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State anti-discrimination laws.

**Americans with Disabilities Act**

- A. Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment only to the extent necessary to reasonably accommodate an individual covered by the Act, who meets the minimum requirements (as defined under ADA) for the position, and who has notified the employer of his/her disability.
  
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach an agreement shall not preclude the City from implementation.
  
- C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

**ARTICLE III – SCHEDULING/HOURS OF WORK AND ASSIGNMENTS**

**Work Schedule** Department Directors shall designate work schedules. The Department Director may alter the work schedule of an employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations. The Department Director shall report any work schedule change in writing to the City Manager, where such change impacts a significant number of employees.

**9/80 Work Schedule** The City has implemented a structured, synchronized 9/80 work schedule. The structured, synchronized 9/80 work schedule shall consist of two (2) consecutive work periods containing the equivalent of nine (9) work days instead of ten (10) in a two (2) week period. Employees will work eight (8) days for nine (9) hours a day, and one (1) day for eight (8) hours, for a total of eighty (80) hours in two (2) consecutive work

periods.

Consistent with the City Rights Article, it shall be understood that the continuation of the structured, synchronized 9/80 work schedule shall be the sole responsibility of the City, consistent with the needs of the community. Concurrent with its obligations under the Meyers-Milias-Brown Act, the City and the Association will meet and confer at any time prior to any change, revision, or elimination of the structured, synchronized 9/80 work schedule. Failure to reach agreement on any change, revision or elimination of the structured synchronized 9/80 work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding.

## **ARTICLE IV – SALARY AND WAGE PLAN**

### **Salaries**

Salaries effective during the term of this MOU, are listed in Exhibit B, Exhibit C, Exhibit D, and Exhibit E attached hereto and made a part thereof.

Based on a total compensation survey of ten (10) cities, each classification that is below the median of the market shall have their “base salary” increased effective the first full payroll period commencing on or after July 1, 2023.

Effective the first full payroll period commencing on or after July 1, 2024, the “base salary” of each classification shall be increased by three percent (3%).

Effective the first full payroll period commencing on or after July 1, 2025, the “base salary” of each classification shall be increased by three percent (3%).

The City shall provide a new classification and compensation study to the Association by April 15, 2026.

Employees who have not reached the top step of the assigned salary range for their classification shall be eligible for an annual merit increase.

## **SPECIAL PAYS**

### **Vehicle Allowance**

Employees who are not provided a City vehicle shall receive a vehicle allowance in the amount of \$400 per month for job-related usage of their personal vehicles except as noted below.

Employees appointed to the Emergency Medical Services Manager and Fire Marshal classifications will be provided the use of a City vehicle and will not receive a monthly vehicle

allowance.

**Uniform Allowance**

The City shall provide an annual lump-sum uniform allowance of \$700 to employees in the following classifications:

- Emergency Medical Services Manager
- Fire Marshal

The uniform allowance shall be paid directly to the employee on a regularly scheduled pay day in July of each year. In order to comply with CalPERS reporting requirements for uniform allowance for Classic employees, the allowance will be reported as earned on July 1. The earned period shall be defined to mean employed with the City on July 1. Payment for the uniform allowance will be paid in the pay period which includes July 1.

New Employees – Newly appointed employees shall receive an initial uniform allowance of \$500, and shall thereafter receive the annual allowance as described above. Those hired between January and June shall have the initial \$500 prorated according to the number of months prior to July (i.e., \$500 in January or before, \$417 in February, etc., rounded to the nearest whole dollar). The amount of the allowance will be reported on the employee's first payroll for income tax purposes as required by the Internal Revenue Service.

Upon separation from City employment, employees shall be required to turn-in the uniforms to the Fire Department for reuse/reissue.

**Management Incentive Pay**

A division manager who is formally assigned additional management responsibilities as Deputy Director of a department will be compensated with management incentive pay, within a range of five percent (5%) to ten percent (10%), at the discretion of the Department Director and with the approval of the City Manager. The total compensation for a Deputy Director assignment, i.e., the manager's base salary plus this assignment pay, shall not exceed 95% of the applicable Department Director's salary. The duties of an assigned Deputy Director shall be determined by the Department Director.

Upon ratification of this MOU, the City will be adopting the following job classifications, which shall no longer be eligible for the management incentive pay as listed above:

- Deputy Director of Administrative Services
- Deputy Director of Community Development
- Deputy Director of Community Services
- Deputy Director of Public Works

**Bilingual Pay**

An employee required to speak in Spanish, Korean, or other languages, excluding English, but including sign language shall be compensated at the rate of \$100 per month for the language spoken in addition to English. Any employee receiving bilingual pay shall be required to utilize their bilingual skills when needed.

The Human Resources Manager shall designate which languages shall be eligible for Bilingual Pay based on community needs.

The Human Resources Manager shall administer the taking of competency test to certify the employee as eligible for Bilingual Pay based on the employee’s proficiency in speaking Spanish, Korean, or other languages. Such certification shall be a condition prior to qualifying for Bilingual Pay.

An employee may become eligible for Bilingual Pay at any time. An employee must be recertified immediately prior to each anniversary date of their certification to continue to be eligible for Bilingual Pay. If the employee fails to reapply or to become recertified, the Bilingual Pay shall cease at the beginning of the payroll period immediately following the employees’ certification anniversary date. The employee is responsible for initiating the request for eligibility or recertification.

After two (2) successful recertifications, the employee shall only be required to participate in the recertification process every four (4) years.

**ARTICLE V – LEAVES**

**Vacation Accruals**

Employees shall earn and accrue vacation leave time at the following rates:

<u>Following</u>	<u>Vacation Accrual</u>
Initial Hire	80 hours/year (Approx. 3.08 hours/payroll period)
Completion of 3 Years	120 hours/year (Approx. 4.62 hours/payroll period)
Completion of 7 Years	140 hours/year (Approx. 5.38 hours/payroll period)
Completion of 13 Years	160 hours/year (Approx. 6.16 hours/payroll period)
Completion of 16 Years	175 hours/year (Approx. 6.73 hours/payroll period)
Completion of 19 Years	200 hours/year (Approx. 7.69 hours/payroll period)

In addition to the accrual rates specified above for regular full-time service, Regular Part-time service with the City of Brea, contiguous to and preceding current full-time appointment, will also be used to calculate vacation accrual rates. For each twelve (12) months of Regular Part-time service, one half (.5) year of service will be added to determine the employee’s accrual rate (i.e., qualified Regular Part-time service will be credited at 50%).

Part-time service that ended with a break in continuous service, followed by a new appointment, shall not be included.

**Maximum Accrual of Vacation Leave**

Employees shall be entitled to accrue a maximum of 400 hours of vacation time.

**Buy-Back of Vacation Leave Hours**

Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions:

- A. An employee must have used fifty-six (56) vacation hours within one (1) year prior to the date the employee is requesting a vacation buy-back.
- B. The minimum amount of each buy-back shall be forty (40) hours.
- C. An employee must maintain a minimum balance of eighty (80) hours in their vacation leave bank.

**HOLIDAYS**

The City designates twelve holidays per year as follows:

- New Year's Day, January 1
- Martin Luther King's Birthday, 3<sup>rd</sup> Monday in January
- Presidents' Day, 3<sup>rd</sup> Monday in February
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, 1<sup>st</sup> Monday in September
- Thanksgiving Day, 4<sup>th</sup> Thursday in November
- Friday after Thanksgiving
- Christmas Eve, December 24
- Christmas, December 25
- New Year's Eve, December 31
- Floating Holiday

A holiday is considered a maximum of nine (9) hours regardless of the employee's work schedule (such as 4-10, 6-12+8, etc.). An employee who works an alternate schedule (i.e. 4-10) will need to supplement their holiday with another leave bank (floating, vacation or administrative leave).

Except on those years when Christmas, Christmas Eve, New Year's and/or New Year's Eve fall on a Saturday or Sunday, where it will be more efficient to use the Holiday time to "pay" for the Holiday Closure, if a holiday falls on a Sunday, the Monday following is observed. If

a holiday falls on a Saturday the proceeding Friday is observed.

If a holiday falls on a day that an employee is not scheduled to work they will receive the equivalent hours (maximum nine (9) hours) in their holiday bank. If an employee works on a holiday they will be compensated at their regular hourly rate of pay for hours worked. If they work fewer than nine (9) hours their time shall be augmented by holiday time up to nine (9) hours and they shall accrue the balance of their nine (9) hours of holiday time. Example #1: An employee works five (5) hours on a holiday. They are paid for five (5) hours of regular time, four (4) of holiday time and they accrue five (5) hours of holiday time. Example #2: An employee works nine (9) hours on a holiday. They are paid for nine (9) hours of regular time and accrue nine (9) hours of holiday time.

Employees shall be in a paid status the day prior to and immediately following the holiday in order to receive holiday pay.

Time off taken during any part of the Christmas/New Year's Closure (Holiday Closure) period, as designated each year, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or Administrative leave time may only be used to "pay" for days within the period designated as the Holiday Closure after the employee's Holiday Bank is exhausted.

Floating Holiday. Each employee shall be granted twenty-one (21) hours of floating holiday leave time on July 1 of each fiscal year. This time shall not be carried over from one fiscal year to the next. Newly hired employees shall be granted twenty-one (21) hours of floating holiday leave time if hired between July 1 and December 31 of each year and ten and one-half (10.5) hours of floating holiday leave time if hired between January 1 and June 30 of each year.

Holiday leave shall not be carried over from one fiscal year to the next, nor may employees convert unused holiday leave to cash except upon termination of employment.

## **DONATION OF LEAVE TIME**

Employees may donate, on an hour-for-hour basis, vacation leave time to other City employees, with a major medical condition, who have exhausted all available accrued leave time due to their major medical condition.

## **ADMINISTRATIVE LEAVE**

Each employee shall be granted fifty-six (56) hours of administrative leave on July 1 of each fiscal year. Administrative leave is in recognition that Brea Management Association employees who, being exempt under the FLSA, are expected to work hours in excess of their normal work schedule. Administrative leave shall not be carried over from one (1) fiscal

year to the next, nor may employees convert unused administrative leave to cash. Employees who are promoted, reassigned, or are new hires to the Brea Management Association, shall be granted administrative leave on a prorated basis for the remainder of the fiscal year. The City Manager may authorize additional compensatory leave at their discretion. Administrative leave may only be taken subject to the prior approval of the Department Director.

## **SICK LEAVE AND BEREAVEMENT LEAVE**

### **Sick Leave**

Employees shall earn eight (8) hours of sick leave per month. Sick leave shall be earned, commencing on the first day of employment, and shall accrue on a bi-weekly basis.

### **Personal Medical and Dental Appointments**

Subject to the approval of the Department Director and/or their designee employees may utilize sick leave for personal medical and/or dental appointments.

### **Sick Leave Authorization for Immediate Family Members**

An employee shall be allowed to use up to a maximum of ninety-six (96) hours of personal sick leave per fiscal year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family is defined as, and limited to: the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Department Director before the sick leave is allowed. In the event of an illness in the immediate family, a medical certificate from an acceptable medical authority for the employee's absence may be required by the Department Director. Such leave may take travel time into consideration. The amount of sick leave used in either of these two circumstances shall be reported on the appropriate leave request form/system.

### **Notification to Supervisor**

Any employee needing to be absent because of sickness or other physical disability shall notify the Department Director or immediate Supervisor at least one day prior to such absence if circumstances permit, or as soon thereafter as possible. Any employee falsifying a reason for sick leave shall be subject to discipline, up to and including termination.

**Bereavement Leave**

An employee shall be allowed three (3) days of bereavement leave for each incident of a death of an immediate family member as defined above. This three (3) days of bereavement leave is in addition to the annual sick leave which an employee may use for death in the immediate family.

**Sick Leave Conversion**

Upon an employee's written request, the City will convert twenty (20) hours of their accrued sick leave to administrative leave subject to the approval of the Human Resources Manager and the following provisions:

- A. The employee must have accrued a minimum balance of 875 hours of sick leave in their sick leave bank at the time of the request.
- B. The conversion of sick leave hours to administrative leave time may occur only one (1) time per fiscal year per employee.
- C. The use of sick leave hours converted to administrative leave shall be subject to the Administrative Leave provisions of this Agreement.

**OTHER LEAVES**

**Leave of Absence Without Pay**

The Department Head or designee may grant leaves of absence without pay for a maximum of ninety (90) working days to an employee if the circumstances of the particular case warrant such leave. An employee, not under suspension, may make application for leave without pay after all available leave benefits, including vacation, administrative leave, holiday leave time, Family Care Leave, and sick leave (subject to eligibility to use sick leave) and any other leave benefits have been completely used. No employment or fringe benefits such as sick leave, vacation, retirement, or any other benefits shall accrue to any employee on leave of absence without pay; except however, the City will continue to pay the employee's medical insurance up to the current maximum allowable under the current Flexible Benefit Plan for a maximum of three (3) months during any one leave in any twelve (12) month period while an employee is on authorized leave.

Prior to the end of a leave of absence without pay, if the employee desires additional leave, written application must be made to the City Manager stating the reasons why the additional leave is required and why it would be in the best interest of the City to grant such additional leave of absence. If, in the City Manager's opinion, such additional leave is merited and would still preserve the best interests of the City, they may approve such extensions of leave of absence for a period not to exceed an additional ninety (90) working days. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave

of absence, the City shall consider that the employee has terminated their employment with the City.

An employee on leave of absence must give the City at least a seven (7)-day written notice of the employee's intent to return to work.

Any employee who engages in outside employment during said leave of absence without prior notification and approval of their Department Director shall be subject to discipline. Any employee who falsifies the reason for the request for said leave of absence may be subject to disciplinary action.

**ARTICLE VI – FRINGE BENEFITS**

**Flexible Benefit Plan**

The City's Flexible Benefit Plan shall include for the employee and eligible dependents, City sponsored health insurance plans, including medical insurance, dental insurance, and optical insurance. The Flexible Benefit Plan shall also include, for employees only, education reimbursement as permitted under federal tax law, short-term disability insurance, optional life insurance, and deferred compensation.

Effective the first full pay period on or after January 1, 2020, the maximum monthly Flexible Benefit contribution for employees enrolled in a City sponsored CalPERS medical plan shall be:

Single employee	\$800 per month
Employee plus 1 dependent	\$1,225 per month
Employee plus 2 or more dependents	\$1,550 per month

If, during the term of this contract, another bargaining unit negotiates a more favorable agreement in the areas of Flex Benefit Plan contributions and/or one-time lump sum payments, then the Association should be offered the same terms.

Effective January 1, 2020, any employee hired prior to January 1, 2016, in the following classifications who have elected coverage in the employee plus 1 dependent level, the City shall contribute \$100 additional dollars per month towards their Flexible Benefit Plan coverage:

Maintenance Services Superintendent.

Any changes to the Flexible Benefit Plan status of the above mentioned classifications shall result in the forfeiture of the additional \$100 monthly contribution offset.

Effective January 1, 2020, for employees hired prior to January 1, 2016, in the following classifications who have elected coverage in the employee only level, the City shall

contribute \$50 additional dollars per month towards their Flexible Benefit Plan coverage:

Community Services Manager

Any changes to the Flexible Benefit Plan status of an employee in the above mentioned classification shall result in the forfeiture of the additional \$50 monthly contribution offset.

Employees hired to full-time benefited positions with Brea on/or after April 1, 2006, who have opted out of a medical plan shall receive a \$325 contribution per month.

Employees who do not use the full amount of the Flexible Benefit contribution for optional benefits provided herein may elect to receive the remaining amount as taxable cash in the regular payroll, or to deposit the amount in a deferred compensation (457) plan.

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the employee via payroll deductions. The City will continue to pay the one-half percent (1/2%) administrative fee for the CalPERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City shall meet and confer on the increase.

### **Retiree Medical Benefit**

Within the monthly contribution amounts listed above, \$335 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This \$335 shall be the City's contribution toward retiree medical insurance coverage. There is no opt-out value for retiree medical. The parties intend that the entitlement to receive a retiree medical benefit of \$335 per month is a vested benefit for all employees hired by the City on or before June 30, 2017. The inclusion of this vesting language is to comply with the Supreme Court's decision in *M&G Polymers v. Thackett*, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Effective June 30, 2017, for all new employees hired and subsequently retired from the City, the City's medical contribution towards retiree health insurance shall be the CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. (PEMHCA minimum, which is \$151 for the 2023 calendar year).

While participating in the CalPERS Health Plans during the term of this Agreement, should CalPERS or legislative acts redefine the designated contributions for retirees to include Flexible Benefit Plan contributions, the parties will meet and confer on an alternative method of funding active employee benefits.

### **Life Insurance**

The City shall provide each employee with a term life insurance policy with a benefit equal

to one times the individual employee's annual salary. An employee may purchase additional (optional) life insurance coverage at their own expense.

**Long-Term Disability Insurance Plan (LTD)**

The City shall provide Long-Term Disability Insurance benefits for all employees who have completed an initial probationary period and during the term of this Memorandum of Understanding.

Effective for qualifying illnesses or injuries occurring after November 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee (which includes certification pay and/or Bilingual compensation, if applicable), exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.

**Section 125 Program**

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of health care expenses or dependent care expenses, or both. Employees who choose to participate in the program shall pay all program administration costs and/or fees.

**Deferred Compensation**

Employees may defer wages under the City-sponsored deferred compensation program.

**Retirement Health Savings Plan (RHSP)**

Contributions to an RHSP must comply with the mandatory contribution provisions provided under IRS regulations. City and Association may create or amend contribution provisions prospectively to comply.

A member of the Association who retires under CalPERS from the City of Brea with (a) ten or more years of service in Brea and (b) an accumulated vacation leave balance, at the time of separation, greater than 100 hours, shall have 100% of the accumulated vacation converted to an employer contribution to the RHSP. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of vacation hours eligible under this

provision.

Employees in the following categories will contribute to their own RHSP account the amounts described below by payroll deduction:

- A. Members of the Association with less than fourteen (14) years of service to Brea shall contribute \$50 per month to the RHSP effective July 1, 2009.
- B. Members of the Association with fifteen (15) to twenty-six (26) years of service to Brea shall contribute \$100 per month to the RHSP effective May 1, 2019.
- C. Members of the Association with twenty-seven (27) or more years of service to Brea shall contribute \$150 per month to the RHSP effective July 1, 2009.

## **RETIREMENT**

### **Public Employees' Retirement System (CalPERS)**

All employees covered under this Memorandum of Understanding shall be members of the State of California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

Classic Employees - The CalPERS plan in effect for non-safety "Classic" members is known as the 2% @ 55 formula for Local Miscellaneous Members based on the three highest consecutive years.

Effective the first full payroll period beginning on or after July 1, 2016, employees hired as "Classic" Miscellaneous employees under the CalPERS definition shall pay the entire 7% CalPERS-mandated employee retirement contribution. Effective the first full payroll period beginning on or after July 1, 2017 Classic employees shall pay an additional 1% cost sharing contribution pursuant to Government Code Section 20516 for a total CalPERS employee contribution of 8%. This cost sharing contribution shall be treated as normal member CalPERS contributions to the extent provided by statute.

New Employees or New Members - Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), "new employees" and/or "new members" as those terms are defined in Government Code Section 7522.04 hired on or after January 1, 2013, are enrolled in the 2% at 62 retirement formula for Local Miscellaneous Members (Government Code Section 7522.20) based on the three highest consecutive years.

Pursuant to PEPRA, new employees or new members hired on or after January 1, 2013, shall pay at least 50% of the total normal cost of pension as is determined each year by CalPERS to be the employee contribution rate. Effective the first full payroll period beginning on or after July 1, 2017 new employees or new members shall pay an additional 1% contribution pursuant to Government Code Section 20516. This cost sharing

contribution shall be treated as normal member CalPERS contributions to the extent provided by statute. (PEPRA normal cost rate for FY 2018/2019 is 5.75% resulting in a total CalPERS contribution of 6.75% and PEPRA normal cost rate for FY 2019/2020 is 6.25% resulting in a total CalPERS contribution of 7.25%).

Implementation of the above funding of the employee CalPERS contributions shall be accomplished by means of each affected employee incurring a payroll deduction each payroll period in the above amounts. Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code Section 414 (h) (2).

1959 Survivors Benefit. The CalPERS Retirement Plan has been amended to include the Fourth Level 1959 Survivors Benefit. The employee shall pay 100% of all monthly costs of this benefit, in addition to the \$2.00 monthly cost for the basic level 1959 Survivor Benefit.

City has amended its contract with CalPERS to provide Government Code Section 21024, Military Service Credit.

### **Social Security**

In the event the City and its employees are required to participate in the Federal Social Security Program, the contributions designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

## **WELLNESS PROGRAM**

Effective July 1, 2023, employees who are on the City's payroll as of July 1, shall receive \$500 to use towards wellness and fitness programs. Employees who are on the City's payroll on July 1 of each fiscal year shall receive their wellness allowance in the second pay period in July of each year.

The City agrees to work with the Association to discuss and establish the terms of this program.

## **PERFORMANCE AWARD PROGRAM**

The City and Association have agreed to implement a Performance Award Program for qualified Association employees at the top step of their salary range. The purposes and advantages of the Performance Award Program are:

- It gives the City the flexibility to pay the most productive Deputy Directors/Managers;
- It provides a clear signal that the City wants to encourage and reward exceptional

performance;

- It targets a group of employees who have a significant impact on the City;
- It is cost effective in that the performance award is not built into the base salary of the Brea Management employee for future years; and,
- It improves the City's ability to recruit and retain quality Brea Management employees.

Performance awards shall be recommended and approved by the Deputy Director and/or Department Director, and shall be based on the achievement of mutually agreed to objectives above and beyond performance expectations as listed in memo format by July 31<sup>st</sup> for the following year.

An evaluation of each Association employee shall occur no later than May 31<sup>st</sup> of the following year. The Deputy Director and/or Department Director of each eligible Brea Management Association employee shall notify them of the status of their performance award and a Personnel Action Form (PAF) shall be processed, if applicable, the first pay period in June. Payment of the one-time performance award, if applicable, shall occur during the first full pay period in June of each year to be paid out in the same fiscal year. The performance award is subject to customary withholdings, and will be paid during a normal pay cycle. Performance awards may not exceed five (5) percent of the top step of the Brea Management employee's applicable salary range.

## **ARTICLE VII - PROFESSIONAL DEVELOPMENT AND TECHNOLOGY REIMBURSEMENT**

In addition to training provided by the City, each employee shall be eligible for reimbursement for college level coursework and the purchase of technology (computer-related hardware or software) compatible with City systems. Education reimbursement monies shall only be applied to the verified cost of tuition, registration, course-related books, parking and laboratory fees for the approved education program. In order to be eligible for education reimbursement for college coursework as described herein employees must have attended a college or university accredited by the Western Association of Schools and Colleges (WASC) or an equivalent accrediting organization. Tuition shall not be granted for on-line attendance or other attendances at what are referred to as "degree mills." For purposes of this MOU only, a "degree mill" is an organization that awards academic degrees and diplomas with substandard or no academic study and without recognition by official educational accrediting bodies. These degrees are often awarded based on vaguely construed life experience. Some such organizations claim accreditation by non-recognized/unapproved accrediting bodies set up for the purposes of providing a veneer of authenticity.

Employees shall submit a request for Education Reimbursement to Human Resources a minimum of ten (10) days prior to the scheduled program start date and obtain written approval from Human Resources prior to enrolling for the desired course(s) or program. Proof of completion of the approved education program or college course work shall consist

of a certificate of completion, or other verification of participation, or a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the approved program, requests for reimbursement must be submitted to Human Resources and must be accompanied by a receipt for all eligible expenses incurred.

### **Reimbursements from Other Sources**

If an employee receives tuition payments or refunds for college-level course work from other sources, the City will contribute the difference between the amount the employee receives from the other source and the authorized costs incurred by the employee to the maximum amount cited below.

### **Reimbursement Schedule**

The amount of education reimbursement available annually to each employee shall be \$3,000 for the twelve (12) month period from September 1 through August 31. Up to 20% of the annual amount (i.e., \$500) may be used for non-college education, training and professional development programs. Up to \$250 of the \$500 allotted for annual professional development amount may be used for technology reimbursement. Requests for reimbursement for completed education programs will be paid for the twelve (12) month period (September 1 through August 31) in which the requests receive final approval by the Human Resources Manager.

If the amount incurred *and* submitted for reimbursement for eligible college coursework in any year exceeds the \$3,000 annual maximum, the employee may elect to carry over the excess amount to be reimbursed in the next eligible year and paid as part of that succeeding year's annual maximum reimbursement of \$3,000.

Each employee shall also be eligible to participate in an intensive or condensed degree program on a one-time basis in lieu of the annual course reimbursement described above. Such program, which is designed to achieve approximately two years of classroom education within a one-year time frame, may result in expenses exceeding the annual reimbursement amount. An approved course of study in an intensive or condensed semester or degree-achievement format shall be eligible for reimbursement up to the annual maximum of \$3,000, paid over a four-year period to a maximum of the actual eligible costs, or \$12,000, whichever is less. The employee must submit proof of successful course completion, and proof of payment of tuition and costs, to be eligible for reimbursement under this provision before the annual reimbursement payments are made.

Association members currently in the progress of obtaining a degree under the terms and conditions of the 2017-2018 MOU shall be grandfathered in and continue with the reimbursement provisions contained in the above mentioned reimbursement schedule.

**Successor Tuition Reimbursement Program.** Effective July 1, 2019 the maximum lifetime amount of education reimbursement available to each non-grandfathered employee shall be \$12,000 for a bachelor's degree and \$12,000 for master's degree (or a total of \$24,000) obtainable on a reimbursable basis with proof of completion of the degree(s) and eligible expenses. An eligible employee who had previously obtained a bachelor's degree prior to being employed with the City, shall be allowed to access the lifetime maximum of \$24,000 for use in obtaining a master's degree.

An employee may submit for a partial payment in January after the completion of 50% of the units required for the bachelor's or master's degree or with the attainment of an associate of arts or associate of science degree. The maximum available for the partial payment shall be no more than \$5,000 based on reimbursement of eligible expenses. In January after completion of the bachelors' degree or master's degree, an employee may submit for reimbursement of eligible expenses for an additional \$5,000. The employee may request reimbursement of the remaining \$2,000 for eligible expenses in the month of January a minimum of one (1) year after completion of a degree. If the request for reimbursement of the remaining amount exceeds \$5,000 for a master's degree under the lifetime maximum provision, then the final amount will be reimbursed at an amount not to exceed \$5,000 per year.

Any Association employee who voluntarily elects to separate from the City shall be required to reimburse the City for all tuition reimbursements received in the 24 months preceding such separation, at the rate of 1/24<sup>th</sup> for each full month they separate prior to 24 months.

Up to \$750 per academic year (September 1 through August 31) of the total eligible tuition reimbursement amount may be used towards certification non-college education, training and professional development. Up to \$250 of the \$750 allotted per academic year for professional development may be used for technology reimbursement.

### **Professional Membership**

The City may allow for the payment of membership dues in professional organizations when such membership is of mutual benefit to the employee and the City.

## **ARTICLE VIII – OTHER PROVISIONS**

### **Substance Abuse Policy**

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

It is in the best interest of the City, the Association, employees and the public to ensure

that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the knowing use of any illegal substances or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be unable to perform any portion of their job to submit to a medical examination on City time and at the City's expense, which includes drug or alcohol screening. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

The City shall provide training to employees and supervisors to assist them in detecting employees with possible drug or alcohol problems.

## **ARTICLE IX – LABOR MANAGEMENT RELATIONSHIP**

The City agrees to work with the Association to establish a labor management committee to discuss issues of mutual concern as needed.

## **ARTICLE X – MOU CONTRACT PROVISIONS**

### **ENTIRE MEMORANDUM OF UNDERSTANDING**

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

### **FISCAL CRISIS PROVISION**

The City and the Association will each have the right to request to reopen negotiations regarding wages, hours, and terms and conditions of employment and modifications that may be necessary to offset budget revenue shortfalls or increased expenditures, and

each party agrees to meet and confer in good faith prior to any modifications that impact the standing provisions of this MOU. The City reserves the right to determine if, when and where layoffs may occur, but will meet and confer regarding the impact of such layoffs and bargaining unit members.

### **SEVERABILITY**

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

### **TERM OF MEMORANDUM OF UNDERSTANDING**

This agreement shall become effective July 1, 2023, and shall remain in full force and effect through June 30, 2026.

**RATIFICATION AND EXECUTION**

The City and the Association acknowledge that this Amended Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of the City of Brea. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into on this 20th day of June 2023.

**CITY OF BREA**

**BREA MANAGEMENT ASSOCIATION**

Mary Ann  
Mayor



Sean Matlock  
Sean Matlock, Representative

Dated: 06/21/2023

Dated: 6/22/23

[Signature]  
Attest: City Clerk

[Signature]  
Eric Aulls, Representative

[Signature]  
Dated: 6/20/2023

Dated: 6/21/23

# **EXHIBIT A**

## List of Represented Classifications

## **EXHIBIT A**

### **Brea Management Association**

#### **List of Represented Classifications**

Building and Safety Manager

City Clerk

City Engineer

City Planner

Communications and Marketing Manager

Community Services Manager

Community Development Manager

Emergency Medical Services Manager

Financial Services Manager

Fire Marshal

Human Resources Manager

Information Technology Manager

Maintenance Services Superintendent

Purchasing Agent

Revenue and Budget Manager

Water Distribution Superintendent

# **EXHIBIT B**

Salary Tables  
Effective July 09, 2022 – July 7, 2023

## EXHIBIT B

### Salary Tables Effective 07/09/2022 – 07/07/2023

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
BUILDING & SAFETY MANAGER	\$11,592.99	\$14,841.88
CITY CLERK	\$9,479.48	\$12,136.07
CITY ENGINEER	\$11,084.04	\$14,190.29
CITY PLANNER	\$11,559.80	\$14,799.39
COMMUNICATIONS & MARKETING MANAGER	\$9,696.41	\$12,413.79
COMMUNITY SERVICES MANAGER	\$9,091.09	\$11,638.83
COMMUNITY DEVELOPMENT MANAGER	\$10,274.22	\$13,153.53
EMERGENCY MEDICAL SERVICES MANAGER	\$8,114.98	\$10,389.17
FINANCIAL SERVICES MANAGER	\$9,662.09	\$12,369.85
FIRE MARSHAL	\$8,443.98	\$10,808.88
HUMAN RESOURCES MANAGER	\$11,187.74	\$14,323.05
INFORMATION TECHNOLOGY MANAGER	\$11,195.31	\$14,332.75
MAINTENANCE SERVICES SUPERINTENDENT	\$8,814.02	\$11,284.11
PURCHASING AGENT	\$9,091.09	\$11,638.83
REVENUE & BUDGET MANAGER	\$9,091.09	\$11,638.83
WATER DISTRIBUTION SUPERINTENDENT	\$9,694.63	\$12,411.51

# **EXHIBIT C**

Salary Tables  
Effective July 08, 2023 – July 05, 2024

## EXHIBIT C

### Salary Tables Effective 07/08/2023 – 07/05/2024

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
BUILDING & SAFETY MANAGER	\$11,592.99	\$14,841.88
CITY CLERK	\$10,992.40	\$14,072.98
CITY ENGINEER	\$12,067.19	\$15,448.97
CITY PLANNER	\$11,559.80	\$14,799.39
COMMUNICATIONS & MARKETING MANAGER	\$9,922.33	\$12,703.03
COMMUNITY SERVICES MANAGER	\$9,640.19	\$12,341.81
COMMUNITY DEVELOPMENT MANAGER	\$10,274.22	\$13,153.53
EMERGENCY MEDICAL SERVICES MANAGER	\$8,409.55	\$10,766.30
FINANCIAL SERVICES MANAGER	\$10,617.67	\$13,593.23
FIRE MARSHAL	\$8,750.39	\$11,201.24
HUMAN RESOURCES MANAGER	\$11,400.30	\$14,595.19
INFORMATION TECHNOLOGY MANAGER	\$11,408.02	\$14,605.07
MAINTENANCE SERVICES SUPERINTENDENT	\$9,019.39	\$11,547.03
PURCHASING AGENT	\$9,640.19	\$12,341.81
REVENUE & BUDGET MANAGER	\$9,946.56	\$12,734.04
WATER DISTRIBUTION SUPERINTENDENT	\$9,920.52	\$12,700.70

# **EXHIBIT D**

Salary Tables  
Effective July 06, 2024 – July 04, 2025

## EXHIBIT D

### Salary Tables Effective 07/06/2024 – 07/04/2025

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
BUILDING & SAFETY MANAGER	\$11,940.78	\$15,287.14
CITY CLERK	\$11,322.18	\$14,495.17
CITY ENGINEER	\$12,429.21	\$15,912.44
CITY PLANNER	\$11,906.60	\$15,243.37
COMMUNICATIONS & MARKETING MANAGER	\$10,220.00	\$13,084.12
COMMUNITY SERVICES MANAGER	\$9,929.40	\$12,712.07
COMMUNITY DEVELOPMENT MANAGER	\$10,582.45	\$13,548.14
EMERGENCY MEDICAL SERVICES MANAGER	\$8,661.84	\$11,089.29
FINANCIAL SERVICES MANAGER	\$10,936.20	\$14,001.02
FIRE MARSHAL	\$9,012.90	\$11,537.28
HUMAN RESOURCES MANAGER	\$11,742.31	\$15,033.05
INFORMATION TECHNOLOGY MANAGER	\$11,750.26	\$15,043.22
MAINTENANCE SERVICES SUPERINTENDENT	\$9,289.97	\$11,893.44
PURCHASING AGENT	\$9,929.40	\$12,712.07
REVENUE & BUDGET MANAGER	\$10,244.96	\$13,116.06
WATER DISTRIBUTION SUPERINTENDENT	\$10,218.13	\$13,081.72

# **EXHIBIT E**

Salary Tables  
Effective July 05, 2025 – June 30, 2026

## EXHIBIT E

### Salary Tables Effective 07/05/2025 – 06/30/2026

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
BUILDING & SAFETY MANAGER	\$12,299.00	\$15,745.75
CITY CLERK	\$11,661.84	\$14,930.03
CITY ENGINEER	\$12,802.09	\$16,389.82
CITY PLANNER	\$12,263.80	\$15,700.67
COMMUNICATIONS & MARKETING MANAGER	\$10,526.60	\$13,476.64
COMMUNITY SERVICES MANAGER	\$10,227.28	\$13,093.43
COMMUNITY DEVELOPMENT MANAGER	\$10,899.92	\$13,954.58
EMERGENCY MEDICAL SERVICES MANAGER	\$8,921.70	\$11,421.96
FINANCIAL SERVICES MANAGER	\$11,264.28	\$14,421.05
FIRE MARSHAL	\$9,283.29	\$11,883.40
HUMAN RESOURCES MANAGER	\$12,094.58	\$15,484.04
INFORMATION TECHNOLOGY MANAGER	\$12,102.77	\$15,494.52
MAINTENANCE SERVICES SUPERINTENDENT	\$9,568.67	\$12,250.25
PURCHASING AGENT	\$10,227.28	\$13,093.43
REVENUE & BUDGET MANAGER	\$10,552.30	\$13,509.54
WATER DISTRIBUTION SUPERINTENDENT	\$10,524.68	\$13,474.17

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