Special City Council Meeting Agenda
Closed Session - 11:00 a.m.
General Session - 11:15 a.m.

Tuesday, June 30, 2026, 11:00 AM
EXECUTIVE CONFERENCE ROOM - 3RD FLOOR
1 Civic Center Circle
Brea, CA 92821

Cecilia Hupp, Mayor | **Marty Simonoff,** Mayor Pro Tem

Christine Marick, Council Member | **Blair Stewart,** Council Member | **Steven Vargas,** Council Member

This agenda contains a brief general description of each item Council will consider. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the City Clerk's Office at (714) 990-7756 or view the Agenda and related materials on the City's website at www.cityofbrea.gov. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State law generally prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. Please silence all cell phones and other electronic equipment while the Council is in session. Thank you.

Written comments may be submitted in advance of the meeting by emailing cityclerksgroup@cityofbrea.gov. Written comments received by 3 p.m. on the day of the meeting will be provided to the Council, will be made available to the public at the meeting, and will be included in the official record of the meeting.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

Important Notice

The City of Brea shows both live broadcasts and replays of City Council Meetings on Brea Cable Channel 3 and over the Internet at www.cityofbrea.gov. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 11:00 A.M.

1.A. Call to Order/Roll Call

1.B. Public Comment

1.C. Conference with City's Labor Negotiator Pursuant to Government Code Section 54957.6 Regarding the Brea Management Association (BMA), Brea City Employees' Association (BCEA), Administrative and Professional Employees' Association (APEA), Brea Police Association (BPA), Brea Police Management Association (BPMA), Brea Fire Association (BFA), Brea Fire Management Association (BFMA), Executive Employees, Part-Time Employment and Benefits Policy, and other Unrepresented Classifications - Kristin Griffith, Negotiator, Laura Drottz Kalty, LCW Attorney and Alexander Volberding, LCW Attorney

2. GENERAL SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 11:15 A.M.

2.A. Call to Order/Roll Call

2.B. Pledge of Allegiance

2.C. Matters from the Audience

2.D. Response to Public Inquiries

3. CONSENT CALENDAR

The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during “Matters from the Audience."

3.A. Approval of Memorandums of Understanding between the City of Brea and: 1) the Administrative and Professional Employees’ Association; 2) the Brea Management Association; and 3) the Brea Police Management Association.

— 1. Adopt resolutions approving Memorandums of Understanding (MOU’s) with the Administrative and Professional Employees’ Association (APEA), the Brea Management Association (BMA), and the Brea Police Management Association (BPMA).

— 2. Acknowledge agreement on the Executive's Compensation Plan and Part-Time employee updates and direct staff to prepare Resolution for consideration at a future Council meeting.

4. ADJOURNMENT

4.A. Meeting Adjournment

Date Posted: June 29, 2026

CITY of BREA

City Council Special Meeting
Communication
June 30, 2026
Item No. 3A.

Approval of Memorandums of Understanding between the City of Brea and: 1) the Administrative and Professional Employees' Association; 2) the Brea Management Association; and 3) the Brea Police Management Association.

TO	PREPARED BY
Honorable Mayor and City Council Members	Mario Maldonado, Human Resources Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Kristin Griffith, City Manager	Kristin Griffith, City Manager

RECOMMENDATION

Staff Recommends that the City Council take the following Actions:

1. Adopt resolutions approving Memorandums of Understanding (MOU's) with the Administrative and Professional Employees' Association (APEA), the Brea Management Association (BMA), and the Brea Police Management Association (BPMA).
2. Acknowledge agreement on the Executive's Compensation Plan and Part-Time employee updates and direct staff to prepare Resolution for consideration at a future Council meeting.

BACKGROUND/DISCUSSION

The City currently has seven recognized bargaining groups representing employees across various departments and classifications. Of these seven bargaining groups, six collective bargaining agreements are scheduled to expire on June 30, 2026. The expiration of these agreements presents an important opportunity for the City to engage in discussions with employee associations regarding wages, benefits, working conditions, and other terms and conditions of employment.

Over the last three months, the City's negotiation team has been meeting with various employee associations to reach an agreement on the terms and conditions of employment for new labor contracts (Memorandums of Understanding or MOUs). The City's negotiating team recently reached Tentative Agreements with three of its six bargaining groups. The following associations have ratified these agreements and are ready for City Council consideration: the Administrative and Professional Employees' Association (APEA), the Brea Management Association (BMA), and the Brea Police Management Association (BPMA).

In recent years, contracts with employee associations have included market-rate adjustments and modest changes to the terms of employment, reflecting the City's concerns about maintaining a balanced budget, sustaining healthy reserves, and remaining competitive in attracting talent. The agreement that was reached with APEA, BMA and BPMA calls for a two-year term, including salary increases of two and a half percent (2.5%) in each year of the contract, effective July 4, 2026 and July 3, 2027, respectively.

Moreover, adjustments to the City's health plan flexible benefit amounts have remained unchanged for several years, resulting in Brea falling behind the labor market in this important area while health insurance costs have continued to rise. In recognition of this situation, effective July 1, 2026, these three agreements include monthly increases of $150, $425, and $550 per month for health benefits, depending on the employee's family status. This increase in benefits is equivalent to a two percent (2%) annual salary adjustment.

A notable provision of the BPMA contract is as follows: In exchange for the bargaining unit's agreement to eliminate its existing MOU contract overtime (paid at time and one-half), BPMA is receiving a cost-neutral salary increase of seven and one-half percent (7.5%) in its first year of the contract. Therefore, overtime eligibility for employees in BPMA will end effective July 4, 2026. This change offsets the increased personnel costs associated with the negotiated wage adjustments.

As is typical during negotiations, these MOU contract revisions include clean-up language throughout the agreements of expired or outdated language. The revised language clarifies existing provisions to ensure they accurately reflect current practices and operational procedures. Some proposed revisions include language under the Wellness Program, Sick Leave and Bereavement Leave and Professional Development sections.

As part of this process, staff must also update the compensation structure for unrepresented employees, including part-time staff and Executives. The City's part-time and Executive Compensation Plan benefits are established by resolution. Both the Executive Compensation Plan and Part-Time resolutions may be modified from time to time through subsequent resolutions. However, in accordance with California Government Code Section 54957.6(a)(5), any recommended adjustments to Executive compensation must be voted on and approved at an open public meeting and the terms must be orally reported during the regular City Council meeting. Therefore, staff will return to the City Council at a future meeting with the proposed salary and benefit adjustments for Executives and part-time employees that are consistent with what other bargaining groups negotiated.

FISCAL IMPACT/SUMMARY

The City has been working with labor groups to prudently manage personnel costs for several years now. These contract adjustments are needed for the City to stay competitive in the current labor market if Brea is going to continue to attract and maintain quality public sector and public safety employees during a challenging economic landscape. The City's bargaining team has been meeting in good faith with APEA, BMA, and BPMA and has now reached a tentative agreement with these three employee associations. The associations have already ratified these agreements.

This action authorizes the City to enter into new MOU's (labor agreements) with APEA, BMA, and BPMA through June 30, 2028. These contracts will give both sides some measure of stability in the next two years. The estimated net financial impact to the General Fund of entering into an agreement with APEA, BMA, and BPMA for FY 2026-27 through June 30, 2028 (FY 2027-28), or two years, is $658,669.

There are sufficient funds in the adopted budget to cover these costs. Staff will continue to monitor the budget and will bring forward any necessary updates during the year.

Attachments

Resolution No. 2026-XXX & BMA MOU FINAL.pdf

Resolution No. 2026-XXX & BPMA MOU FINAL.pdf

Resolution No. 2026-XXX & APEA MOU FINAL SIGNED.pdf

RESOLUTION NO. 2026 -_______

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BREA MANAGEMENT ASSOCIATION.

A. <u>Recitals</u>

(i) Chapter 10, Division 4, Title 1, of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed;

(ii) Government Code Section 3507 empowers a City to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations;

(iii) Pursuant to the provisions of the Employer-Employee Relations Resolution No. 06-62 of the City of Brea, the City of Brea has recognized the Brea Management Association (Non-Safety) as the majority representative of employees in the management bargaining unit, for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, <u>et seq.</u>, when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

(iv) The duly authorized representatives of the City and the Brea Management Association have met and conferred in good faith and have reached agreement on changes in wages, hours and terms and conditions of employment.

(v) The Brea Management Association membership has ratified the agreement.

B. **RESOLUTION**

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, as follows:

1. The Memorandum of Understanding representing an agreement to changes in wages, hours, and terms and conditions of employment for the term of July 1, 2026, through June 30, 2028, by the City and the Brea Management Association (Exhibit A), is approved.

APPROVED and ADOPTED THIS 30th. DAY OF June 2026.

____
Cecilia Hupp, Mayor

ATTEST: ____________________________
Victoria Popescu, City Clerk

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 30th. day of June, 2026, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAINED:	COUNCILMEMBERS:

DATED: ______________________________

____
Victoria Popescu, City Clerk

EXHIBIT A

Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

THE BREA MANAGEMENT ASSOCIATION

JULY 1, 2026 THROUGH JUNE 30, 2028

Brea Civic & Cultural Center
Human Resources Division
1 Civic Center Circle
Brea, CA 92821
www.cityofbrea.net

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

July 1, 2026 through June 30, 2028

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 a 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", and Exhibit "D", attached hereto and made a part thereof.

Effective the first full payroll period commencing on or after July 1, 2026, the "base salary" of each classification shall be increased by two and a half percent (2.5%).

Effective the first full payroll period commencing on or after July 1, 2027, the "base salary" of each classification shall be increased by two and a half percent (2.5%).

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 seven hundred dollars ($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 the uniform allowance for Classic employees, 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 that includes July 1.

<u>New Employees</u> - Newly appointed employees in the classifications listed above shall be provided the necessary uniform(s) as determined by the Fire Department, and shall thereafter receive the annual allowance, as described above. Employees hired between January and June shall have the initial $700 uniform allowance prorated according to the number of months prior to July (i.e., $700 in January or before, $584 in February, etc., rounded to the nearest whole dollar). The amount of the uniform 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.

<u>Bilingual Pay</u>

An employee required to speak in Spanish, Korean, or other languages, excluding English, but including sign language, shall be compensated at the rate of one hundred dollars ($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 a 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:

Following	Vacation Accrual
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 the 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, 3rd Monday in January
Presidents' Day, 3rd Monday in February
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, 1st Monday in September
Thanksgiving Day, 4th 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 preceding 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, are 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

<u>Sick Leave</u>

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.

<u>Personal Medical and Dental Appointments</u>

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

<u>Sick Leave Authorization for Family Members and Victims of Violence, Domestic Violence, Sexual Assault and Stalking</u>

An employee shall be allowed to use up to a maximum of ninety-six (96) hours of personal sick leave per fiscal year due to death or diagnosis, care or treatment of an existing health condition of a family member. Family member as used in this Article is limited to: the employee's parents and grandparents (e.g. biological, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (regardless of age and dependency status, e.g., biological, adoptive, foster, or by marriage or domestic partnership, and in loco relationships), parents-in-law (marriage or by registered domestic partnership), siblings, and siblings-in-law (or by domestic partnership) and a designated person. In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Department Director or designee, before the sick leave is allowed. In the event of a serious illness to a family member, a medical certificate from an acceptable medical authority or a personal statement of such illness and an explanation of the need for the employee's absence may be required by the Department Director, or designee after five (5) workdays. 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.

Sick leave may be used by an employee who is a victim or their family member is a victim of violence, domestic violence, sexual assault, or stalking for purposes described in Labor Code sections 230 (c) and 230.1 (a).

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 five (5) working days (based on the employee's normal work schedule) of bereavement leave for each incident of the death of a family member (as defined above in Sick Leave Authorization for Family Members). Employees shall be paid for the first twenty-seven (27) hours of bereavement leave. Employees may use any available leave balance (i.e., vacation, sick, or holiday) to receive salary for bereavement leave hours above twenty-seven (27) hours. Bereavement leave hours shall not accrue or carry over to a new fiscal year.

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 an 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, a 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 July 1, 2026, the maximum monthly Flexible Benefit contribution for employees enrolled in a City sponsored CalPERS medical plan shall be:

Single employee	$950 per month
Employee plus 1 dependent	$1,600 per month
Employee plus 2 or more dependents	$2,100 per month

Employees hired to a full-time (Flexible Benefit Plan eligible) position with the City prior to April 1, 2006, who have opted out will continue to receive a $650 contribution. Employees hired on/after April 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Employees hired to full-time benefited positions with Brea on/or after April 1, 2006, who have opted out of all City medical plans 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 September 1, 2022. The inclusion of this vesting language is to comply with the Supreme Court’s decision in *M&G Polymers v. Thacket*, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Effective September 1, 2022, 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 $162 for the 2026 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 (10) or more years of service in Brea and (b) an accumulated vacation leave balance, at the time of separation, greater than one hundred (100) hours, may choose to have one hundred percent (100%) of the accumulated vacation converted to an employer contribution to the RHSP and must notify Payroll. 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 fifty dollars ($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 one hundred dollars ($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 one hundred fifty dollars ($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 seven percent (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 one percent (1%) cost sharing contribution pursuant to Government Code Section 20516 for a total CalPERS employee contribution of eight percent (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 fifty percent (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 one percent (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. (e.g.PEPRA normal cost rate for FY 2025/2026 is 7.25% resulting in a total CalPERS contribution of 8.25%).

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 one hundred percent (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 hold full-time status as of July 1 of each fiscal year shall receive a Wellness Benefit in the amount of five hundred dollars ($500) to be used toward wellness and fitness-related programs, services, or activities.

The Wellness Benefit shall be paid during the second pay period in July of each fiscal year.

As a condition of receiving the Wellness Benefit, Association members shall sign an attestation each fiscal year acknowledging that the funds will be used solely for wellness and fitness purposes in accordance with this provision.

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. Effective the first full payroll period commencing on or after July 1, 2026, the Annual Performance Award Program shall be made available to all qualified Deputy Directors and Managers, not just those Deputy Directors or Managers at the top 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 by the Department Director and approved by the sole discretion of the City Manager annually on the employee's performance review date, and shall be based on the achievement of mutually agreed to objectives above and beyond performance expectations during the review period as listed in a memo for the following year.

An evaluation of each Association employee shall occur annually on the employee's anniversary date. 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, in the first pay period following completion of the performance evaluation. Payment of the one-time performance award is subject to customary withholdings, and will be paid during a normal pay cycle. Performance awards may not exceed five percent (5%) of base salary of the Brea Management employee's applicable salary range. The total of the merit salary adjustment and Performance Award shall not exceed ten percent (10%) of the employee's base salary.

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 online 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

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 a 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 $1/24^{th}$ 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, 2026, and shall remain in full force and effect through June 30, 2028.

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 30th day of June 2026.

CITY OF BREA	**BREA MANAGEMENT ASSOCIATION**
______________________	Sean L. Matlock
Mayor	Sean L. Matlock, BMA Representative
Dated: ______________	Dated: June 26, 2026
______________________	______________________
Attest: City Clerk	Eric Aulls, BMA Representative
Dated: ______________	Dated: ______________

EXHIBIT A

List of Represented Classifications

EXHIBIT A

Brea Management Association

List of Represented Classifications

Building and Safety Manager

Building Official

City Clerk

City Engineer

City Planner

Communications and Marketing Manager

Community Services Manager

Community Development Manager

Deputy Director of Administrative Services

Deputy Director of Community Development

Deputy Director of Community Services

Deputy Director of Public Works

Emergency Medical Services Manager

Financial Services Manager

Fire Marshal

Human Resources Manager

Information Technology Manager

Maintenance Services Superintendent

Public Works Manager

Public Works Utilities Manager

Purchasing Agent

Revenue and Budget Manager

Water Distribution Superintendent

EXHIBIT B

Salary Tables
Effective July 5, 2025 – July 3, 2026

EXHIBIT B

Salary Tables Effective 07/05/2025 – 07/03/2026

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
BUILDING & SAFETY MANAGER	$12,299.00	$15,745.75
BUILDING OFFICIAL	$10,105.19	$12,935.51
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
DEPUTY DIRECTOR OF ADMIN. SERVICES	$14,257.51	$18,250.82
DEPUTY DIRECTOR OF COMMUNITY DEV.	$13,339.50	$17,075.68
DEPUTY DIRECTOR OF COMMUNITY SERVICES	$12,646.24	$16,188.26
DEPUTY DIRECTOR OF PUBLIC WORKS	$13,492.30	$17,271.28
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

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
PUBLIC WORKS MANAGER	$10,525.54	$13,473.58
PUBLIC WORKS UTILITIES MANAGER	$11,578.09	$14,820.94
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

EXHIBIT C

Salary Tables
Effective July 4, 2026 – July 2, 2027

EXHIBIT C

Salary Tables Effective 07/04/2026 – 07/02/2027

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
BUILDING & SAFETY MANAGER	$12,606.48	$16,139.39
BUILDING OFFICIAL	$10,357.82	$13,258.90
CITY CLERK	$11,953.39	$15,303.28
CITY ENGINEER	$13,122.14	$16,799.56
CITY PLANNER	$12,570.39	$16,093.19
COMMUNICATIONS & MARKETING MANAGER	$10,789.77	$13,813.56
COMMUNITY SERVICES MANAGER	$10,482.96	$13,420.76
COMMUNITY DEVELOPMENT MANAGER	$11,172.42	$14,303.45
DEPUTY DIRECTOR OF ADMIN. SERVICES	$14,613.95	$18,707.09
DEPUTY DIRECTOR OF COMMUNITY DEV.	$13,672.98	$17,502.57
DEPUTY DIRECTOR OF COMMUNITY SERVICES	$12,962.40	$16,592.97
DEPUTY DIRECTOR OF PUBLIC WORKS	$13,829.61	$17,703.07
EMERGENCY MEDICAL SERVICES MANAGER	$9,144.74	$11,707.51
FINANCIAL SERVICES MANAGER	$11,545.89	$14,781.58
FIRE MARSHAL	$9,515.37	$12,180.48
HUMAN RESOURCES MANAGER	$12,396.95	$15,871.14
INFORMATION TECHNOLOGY MANAGER	$12,405.34	$15,881.88
MAINTENANCE SERVICES SUPERINTENDENT	$9,807.88	$12,556.50

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
PUBLIC WORKS MANAGER	$10,788.68	$13,810.42
PUBLIC WORKS UTILITIES MANAGER	$11,867.54	$15,191.46
PURCHASING AGENT	$10,482.96	$13,420.76
REVENUE & BUDGET MANAGER	$10,816.11	$13,847.28
WATER DISTRIBUTION SUPERINTENDENT	$10,787.79	$13,811.03

EXHIBIT D

Salary Tables
Effective July 03, 2027 – June 30, 2028

EXHIBIT D

Salary Tables Effective 07/03/2027 – 06/30/2028

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
BUILDING & SAFETY MANAGER	$12,921.64	$16,542.88
BUILDING OFFICIAL	$10,616.77	$13,590.37
CITY CLERK	$12,252.22	$15,685.86
CITY ENGINEER	$13,450.19	$17,219.55
CITY PLANNER	$12,884.65	$16,495.52
COMMUNICATIONS & MARKETING MANAGER	$11,059.51	$14,158.90
COMMUNITY SERVICES MANAGER	$10,745.03	$13,756.28
COMMUNITY DEVELOPMENT MANAGER	$11,451.73	$14,661.03
DEPUTY DIRECTOR OF ADMIN. SERVICES	$14,979.30	$19,174.77
DEPUTY DIRECTOR OF COMMUNITY DEV.	$14,014.81	$17,940.14
DEPUTY DIRECTOR OF COMMUNITY SERVICES	$13,286.46	$17,007.79
DEPUTY DIRECTOR OF PUBLIC WORKS	$14,175.35	$18,145.64
EMERGENCY MEDICAL SERVICES MANAGER	$9,373.36	$12,000.20
FINANCIAL SERVICES MANAGER	$11,834.54	$15,151.12
FIRE MARSHAL	$9,753.26	$12,485.00
HUMAN RESOURCES MANAGER	$12,706.87	$16,267.92
INFORMATION TECHNOLOGY MANAGER	$12,715.47	$16,278.93
MAINTENANCE SERVICES SUPERINTENDENT	$10,053.08	$12,870.41

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
PUBLIC WORKS MANAGER	$11,058.39	$14,155.68
PUBLIC WORKS UTILITIES MANAGER	$12,164.23	$15,571.25
PURCHASING AGENT	$10,745.03	$13,756.28
REVENUE & BUDGET MANAGER	$11,086.52	$14,193.46
WATER DISTRIBUTION SUPERINTENDENT	$11,057.49	$14,156.30

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RESOLUTION NO. 2026 -_______

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BREA POLICE MANAGEMENT ASSOCIATION.

A. <u>Recitals</u>

(i) Chapter 10, Division 4, Title 1, of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed;

(ii) Government Code Section 3507 empowers a City to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations;

(iii) Pursuant to the provisions of the Employer-Employee Relations Resolution No. 06-62 of the City of Brea, the City of Brea has recognized the Brea Police Management Association as the majority representative of employees in the management bargaining unit, for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, <u>et seq.</u>, when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

(iv) The duly authorized representatives of the City and the Brea Police Management Association have met and conferred in good faith and have reached agreement on changes in wages, hours and terms and conditions of employment.

(v) The Brea Police Management Association membership has ratified the agreement.

B. **RESOLUTION**

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, as follows:

1. The Memorandum of Understanding representing an agreement to changes in wages, hours, and terms and conditions of employment for the term of July 1, 2026, through June 30, 2028, by the City and the Brea Police Management Association (Exhibit A), is approved.

APPROVED and ADOPTED THIS 30th. DAY OF June 2026.

____
Cecilia Hupp, Mayor

ATTEST: ____________________________
Victoria Popescu, City Clerk

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 30th. day of June, 2026, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAINED:	COUNCILMEMBERS:

DATED: ______________________________

____
Victoria Popescu, City Clerk

EXHIBIT A

Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

THE BREA POLICE MANAGEMENT ASSOCIATION

JULY 1, 2026 THROUGH JUNE 30, 2028

Brea Civic & Cultural Center
Human Resources Division
1 Civic Center Circle
Brea, CA 92821
www.cityofbrea.net

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

JULY 1, 2026 THROUGH JUNE 30, 2028

This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Brea Police 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 Police 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 Police Management Association (hereinafter called the "Association") as the exclusive representative of employees in the bargaining unit, which includes full-time employees in the classifications of Police Captain and Police Lieutenant.

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, and/or 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 antidiscrimination laws.

Disability Discrimination Laws

Because the Federal and State disability laws require accommodations for individuals protected by those laws, 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 respected laws, who meets the minimum requirements (as defined under these laws) for the position, and who has notified the employer of his/her disability.

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 law, 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 agreement shall not preclude the City from implementation during the term of this Memorandum of Understanding.

Any accommodation provided to an individual protected by the law 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

4/10 Work Schedule

The City has implemented a structured, synchronized 4/10 work schedule for the Police Captains and the Police Lieutenants assigned to the Professional Standards Unit and the Detective Bureau.

The City and the Association agree that the implementation of the structured, synchronized 4/10 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 4/10 work schedule. Failure to reach agreement on any change, revision or elimination of the structured, synchronized 4/10 work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding.

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

ARTICLE IV – SALARY AND WAGE PLAN

Salary

Salaries effective during the term of this MOU, are listed in Exhibit "A", attached hereto and made a part thereof.

In exchange for BPMA agreeing to eliminate Police Lieutenant contract overtime, effective the first full payroll period commencing on or after July 1, 2026, or following approval and adoption of this MOU, whichever is later, the “base salary” of each classification shall be increased by seven and a half percent (7.5%).

Effective the first full payroll period commencing on or after July 1, 2026, the “base salary” of each classification shall be increased by two and a half percent (2.5%).

Effective the first full payroll period commencing on or after July 1, 2027, the “base salary” of each classification shall be increased by two and a half percent (2.5%).

Merit Increases

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

EMERGENCY OVERTIME

Straight-Time Overtime

The City and the Brea Police Management Association agree that Association represented classifications are exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA). However, through the negotiation process, the City and the Association can agree to straight-time overtime benefits above and beyond the requirements of the FLSA.

Effective July 4, 2026, FLSA overtime is eliminated for Police Lieutenants. The City and BPMA recognize that emergency and critical incidents are an inherent component of law enforcement operations and may require extended command presence. In such circumstances, Police Lieutenants are responsible for providing essential incident oversight and operational leadership. At the recommendation of the Chief of Police, the City Manager may provide written approval to authorize straight-time overtime compensation for Police Lieutenants assigned to emergency or critical incident response activities.

FLSA exempt Police Lieutenants assigned to an emergency or critical incident shall be compensated at the employee's regular hourly rate of pay (straight-time) for all hours worked in excess of the employee's 40-hour work period.

Paid leave time (e.g., vacation, sick leave, holidays, etc.) shall be counted as hours worked for the purposes of determining eligibility for straight-time overtime pay within a work period for Police Lieutenants assigned to an emergency or critical incident.

FLSA exempt Police Lieutenants, who work straight-time overtime without the express permission of the Chief of Police or designee, may be subject to disciplinary action.

SPECIAL PAYS

Bilingual Pay

An employee required to speak in Spanish or other languages as deemed necessary by the Police Chief, in addition to English as part of the regular duties of his/her position, shall be compensated at the rate of $200 per month in addition to the employee's regular rate of pay for the first language spoken in addition to English. Each additional language spoken after the first shall be compensated at the rate of $25 per month.

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

The Human Resources Manager shall administer the taking of competency tests to certify the employee as eligible for Bilingual Pay based on the employee's proficiency in speaking Spanish 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 his/her 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 employee's certification anniversary date. The employee is responsible to initiate 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.

Uniform Allowance

The City shall pay Association members a lump sum uniform allowance of $850 per year. The uniform allowance will be reported to CalPERS as earned on July 1 of each year.

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 that includes July 1 of each year.

Vehicle Allowance/Assignment

Police Captains shall either receive a vehicle allowance in the amount of four hundred dollars ($400) per month for job-related usage of their personal vehicles, or, at the Police Chief's discretion, may be assigned a vehicle in lieu of the $400 allowance.

Effective January 1, 2024, Police Lieutenants assigned to the Professional Standards Unit or the Detective Bureau shall either receive a vehicle allowance in the amount of three hundred dollars ($300) per month for job-related usage of their personal vehicles, or, at the Police Chief's discretion, may be assigned a vehicle in lieu of the three hundred dollars ($300) allowance.

Effective January 1, 2024, other Police Lieutenants who are not assigned a vehicle shall receive a vehicle allowance in the amount of two hundred dollars ($200) per month for job-related usage of their personal vehicles.

Duty Weapons

Sworn employees shall be permitted to furnish their duty weapon, provided that the duty weapon meets all the specifications established by the Police Department. The City shall provide a duty weapon upon the individual request of a sworn employee.

SPECIAL ASSIGNMENTS AND COMPENSATION

Special Assignments

A Police Lieutenant assigned to the Professional Standards Unit shall receive special assignment pay of five percent (5%) of base pay to be effective for only as long as the duty assignment remains in effect for the employee.

Effective July 10, 2021, a Police Lieutenant assigned to the Detective Bureau shall receive special assignment pay of five percent (5%) of base pay to be effective for only as long as the duty assignment remains in effect for the employee.

Police Lieutenants shall be appointed to special assignments at the sole discretion of the Police Chief. Police Lieutenants may be removed from special assignments at the sole discretion of the Police Chief. The decision to remove a Lieutenant from a special assignment is not considered punitive and/or disciplinary, and may not be appealed through the disciplinary process or the grievance procedure.

ARTICLE V – LEAVES

VACATION

Vacation Accruals

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

Following	Vacation Accrual
Initial Hire	80 hours/year
Completion of 3 Years	120 hours/year
Completion of 7 Years	140 hours/year
Completion of 13 Years	160 hours/year
Completion of 16 years	175 hours/year
Completion of 19 Years	200 hours/year

Use of Vacation Leave

Employees are encouraged to use at least forty (40) hours of vacation leave each fiscal year. Vacation leave time shall not be approved until such time as it has been earned. The time at which an employee shall take vacation leave shall be requested by the employee prior to the start of the vacation leave period. Such vacation leave to be taken shall be subject to the prior approval of the Police Chief, subsequent to consideration of the departmental workload and other staffing considerations, such as but not limited to the previously approved vacation schedule of other employees, sick leave and position vacancies.

Maximum Accrual of Vacation Leave

Employees shall be entitled to accrue a maximum of four hundred (400) hours of vacation leave.

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 use one (1) week of consecutive vacation or administrative leave hours within the preceding twelve (12) months from the date the employee is requesting a vacation buy-back.

B. An employee may only request a buy-back once a year, per calendar year.

C. The minimum amount of each buy-back shall be forty (40) hours.

D. An employee must maintain a minimum balance of eighty (80) hours in his/her vacation leave bank.

HOLIDAYS

The City designates twelve holidays per year as follows:

New Year's Day, January 1
Martin Luther King, Jr. Day, third Monday in January
President's Day
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, first Monday in September
Thanksgiving Day
The day following Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve, December 31
Floating Holiday

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

Shift Employees (Defined as Police Lieutenants serving as Watch Commander)

Employees shall accrue one hundred twenty (120) holiday hours per fiscal year at the rate of approximately 4.61 hours per pay period. A holiday is considered a maximum of ten (10) hours per holiday 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 his or her holiday with another leave bank (floating holiday, vacation, accrued compensation time, or administrative leave).

All holidays taken off, 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 compensatory bank time may only be used for holidays taken off after the employee's Holiday Bank is exhausted.

Holiday hours accumulated and not taken prior to the payoff in November shall be paid at the employee's basic rate of pay as of the date of the payoff. Employees must notify payroll via email by November 1st if they want to retain holiday hours in their bank to cover holidays through January 1. Employees wanting a payoff in May of any subsequent year may submit, in writing, to the Police Chief, or designee, a request for payment of accumulated holiday time. This request must be turned in to the Police Chief, or designee, by April 10 in order to be paid during the month of May.

Payoff of accumulated holiday hours shall be processed with the employee's regular payroll check. This check may also contain a payoff of accrued compensatory time (refer to Article IV of this Memorandum of Understanding).

Non-shift Employees

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 preceding Friday is observed.

If a holiday falls on a day that an employee is not scheduled to work, he or she will receive the equivalent hours (maximum ten (10) hours) in his/her holiday bank.

If an employee works on a holiday, they will be compensated at his/her regular hourly rate of pay for hours worked. If they work fewer than ten (10) hours his/her time shall be augmented by holiday time up to ten (10) hours, and they shall accrue the balance of their ten (10) 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, five (5) hours of holiday time and they accrue five (5) hours of holiday time. Example #2: An employee works ten (10) hours on a holiday. They are paid for ten (10) hours of regular time and accrue ten (10) hours of holiday time.

Floating Holiday. Effective the first pay period in July each year, each employee shall be granted ten (10) hours of floating holiday leave time. Newly hired employees shall be granted ten (10) hours of floating holiday leave time if hired between July 1 and December 31 of each year and five (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 (1) 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, compensatory or holiday leave time to other City employees with a major medical condition who have exhausted all available accrued leave time due to their medical condition.

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 Police Chief and/or their designee, employees may utilize sick leave for personal medical and/or dental appointments.

Sick Leave Authorization for Family Members and Victims of Violence, Domestic Violence, Sexual Assault and Stalking

An employee shall be allowed to use up to a maximum of ninety-six (96) hours of personal sick leave per fiscal year due to death, diagnosis, care or treatment of an existing health condition of a family member. Family member as used in this Article is limited to: the employee’s parents and grandparents (e.g. biological, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (regardless of age and dependency status, e.g., biological, adoptive, foster, or by marriage or domestic partnership and in loco relationships), parents-in-law (marriage or by registered domestic partnership), siblings, and siblings-in-law (or by domestic partnership) and a designated person. In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Police Chief or designee, before the sick leave is allowed. In the event of a serious illness to a family, a medical certificate from an acceptable medical authority or a personal statement of such illness and an explanation of the need for the employee’s absence may be required by the Police Chief, or designee, after five (5) workdays. 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.

Sick leave may be used by an employee who is a victim or their family member is a victim of violence, domestic violence, sexual assault, or stalking for the purpose described in Labor Code section 230(c) and 230.1(a).

Notification to Supervisor

Any employee needing to be absent because of sickness or other physical disability shall notify the appropriate Department Director or immediate supervisor at least one (1) 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.

Sick Leave Conversion

Upon an employee's written request, the City will convert twenty (20) hours of his/her 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 his/her 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 as outlined below, and may not be taken if doing so generates overtime coverage.

Bereavement Leave

An employee shall be allowed five (5) working days (based on the employee's normal work schedule) of bereavement leave for each incident of the death of a family member (as defined above in the Sick Leave Authorization for Family Members). Employees shall be paid for the first twenty-seven (27) hours of bereavement leave. Employees may use any available leave balance (i.e., vacation, sick, or holiday) to receive salary for bereavement leave hours above twenty-seven (27) hours. Bereavement leave hours shall not accrue or carry over to a new fiscal year.

OTHER LEAVES

Leave of Absence Without Pay

The City Manager may grant leaves of absence for a maximum of ninety (90) working days without pay to any employee, if the circumstances of the particular case warrant and if the Police Chief so recommends such leave of absence in writing. An employee, not under suspension, may make an application for leave without pay after all available leave benefits, including vacation, administrative leave, compensatory time, 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 program 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, a 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 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, he/she 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 his/her 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.

Administrative Leave

Police Captains and Police Lieutenants shall be granted fifty-six (56) hours of administrative leave on July 1 of each fiscal year. Administrative leave is in lieu of receiving pay for hours worked in excess of forty (40) in a work week and is in recognition that administrative Police Management employees may be required to work 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 shall be granted administrative leave on a prorated basis for the remainder of the fiscal year. The City Manager may authorize additional administrative leave at his/her discretion. Administrative leave may only be taken subject to the prior approval of the Police Chief.

ARTICLE VI – FRINGE BENEFITS

Administration

The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Selection and Funding

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Agreement. During the term of this Agreement, the parties are agreeable to discussing medical insurance alternatives to the PERS Health Plans, and, if the City elects to leave the PERS Health Plans, methods of funding future retiree medical insurance, including but not limited to retirement health savings or annuity programs.

Changes

If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

HEALTH AND WELFARE 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 employee only, short-term disability, optional life insurance, deferred compensation, and education reimbursement for undergraduate college-level courses only.

Effective the first full pay period commencing on or after July 1, 2026, the maximum monthly Flexible Benefit contribution for employees enrolled in a City sponsored CalPERS medical plan shall be:

Single employee	$950
Employee plus 1 dependent	$1,600
Employee plus 2 or more dependents	$2,100

Employees hired prior to January 1, 2006, who have opted out will continue to receive a $650 contribution. Employees hired on/after January 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Those hired on/after January 1, 2006, who opt-out of all the City health plans will receive $325 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 bi-weekly 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.

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.

At such time during the term of this Memorandum of Understanding that education reimbursement is considered a taxable benefit under Internal Revenue Service regulations, then education reimbursement shall be excluded as a Flexible Benefit Plan option.

Retiree Medical Benefit

Within the City's Flexible Benefit Plan monthly contribution amounts, $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 coverage. 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 September 1, 2022. The inclusion of this vesting language is to comply with the Supreme Court's decision in *M&G Polymers v. Thacket*, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Employees hired by the City after September 1, 2022, and placed into this Association, shall, upon retirement from the City, receive 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 $162 for the 2026 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

Based on the life insurance policy limitations, 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 his/her own expense, subject to the terms, conditions, and approval of the insurance carrier.

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 as provided for in the City's LTD plan document except as provided below in this section of this Article.

Effective for qualifying illnesses or injuries occurring after January 1, 2017, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first $*16,650* 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 POST, education, 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.

Retirement Health Savings Plan (RHSP)

All Police Management employees participate in a mandatory Retirement Health Savings Plan (RHSP) by making monthly contributions.

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

A. Police Captains shall contribute one percent (1%) of their normal base salary (inclusive of POST and/or Professional Development Pay) effective April 14, 2017.

B. Police Lieutenants shall contribute one percent (1%) of normal base salary (inclusive of POST and/or Professional Development Pay) effective January 1, 2018.

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

All Police Management employees who retire or resign from the City of Brea and have an accumulated bank of unused vacation shall have the option to cash out one hundred percent (100%) of the accumulated vacation leave and/or convert it to an employer contribution of 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.

Effective the first full payroll period commencing on or after July 1, 2026, or following approval and adoption of this MOU, whichever is later, any Police Management safety member of CalPERS who (1) retires from the City of Brea, and (2) has reached a cumulative age and length of service in CalPERS that would provide the maximum retirement benefit (i.e. 90% final compensation), shall have their unused sick leave bank at the time of separation, which would otherwise have provided additional retirement service credit, converted to any one, or a combination of the following:

A. Convert unused sick hours to a contribution to employee’s RHSP Account (calculated as the dollar value of the number of eligible unused sick leave hours based on employees’ hourly rate of pay multiplied by fifty percent (50%).

B. Convert unused sick hours to employee’s 457 Account (maximum allowable limit per the IRS; calculated as the dollar value of the number of eligible unused sick leave hours based on employees’ hourly rate of pay multiplied by fifty percent (50%).

C. Convert unused sick hours to cash and payout on employee’s final paycheck (calculated as the dollar value of the number of eligible unused sick leave hours based on employees’ hourly rate of pay multiplied by twenty-five percent (25%).

RETIREMENT

Public Employees' Retirement System (CalPERS)

All employees covered under this Agreement 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.

Employees hired as "Classic" safety employees under the CalPERS definition pay the entire nine percent (9%) CalPERS mandated employee retirement contribution, and in addition, pick up an additional three percent (3%), for a total CalPERS contribution of twelve percent (12%). Effective July 1, 2017, this 12% contribution shall be designated as an "Employee" contribution.

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).

<u>CalPERS Plan Formula for Safety Employees-</u> The CalPERS plan in effect for "Classic" Association members hired before September 17, 2011, is known as the "Local Safety 3% @ 50 Plan, based on the single highest year".

"Classic" Association members hired on or after September 17, 2011, shall be enrolled in the 2% @ 50 plan formula based on the three highest years and shall be ineligible for the single highest year benefit.

<u>New Employees</u>- Unit safety members who are "new members" within the meaning of Government Code section 7522.04 are enrolled in the 2.7% at 57 (Government Code section 7522.25(e)Retirement formula, based on the three highest years and shall be ineligible for the single highest year benefit.

Unit employees who are "new employees" and/or "new members" as those terms are defined in Government Code section 7522.04 (as included within AB340) hired on and after January 1, 2013, shall individually pay an initial Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which said newly hired employee is enrolled, rounded to the nearest quarter of 1%, (AB340 – Government Code section 7522.30).

<u>Single Highest Year-</u> All employees subject to the single highest year (one-year final compensation) benefit shall fund that benefit 100%, in the amount of 1.681% of CalPERS reportable "compensation earnable," as it may from time to time exist. Said funding shall be by means of a payroll deduction on a pre-tax basis pursuant to IRS Code Section 414(h)(2). Current employees presently eligible for the "one-year final compensation" benefit who were hired prior to July 1, 1984, will not be required to make the payroll contribution specified in this section.

<u>1959 Survivor Benefits-</u> The CalPERS Retirement Plan has been amended to include the Fourth Level Survivor Benefit for unit employees. All employees shall pay 100% of the monthly cost for this benefit, in addition to the $2.00 monthly cost for the Basic Level 1959 Survivor Benefit.

<u>Social Security</u>

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

The City shall contribute a maximum of $500 per fiscal year for each employee towards wellness and fitness programs. Wellness expenses shall be **pre-approved** prior to incurring the expense or may not be reimbursed.

ARTICLE VII – PROFESSIONAL DEVELOPMENT AND POST CERTIFICATION PROGRAM

Professional Organization Memberships

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.

Educational and POST Certification Program

The City and the Brea Police Management Association (BPMA) agree that Police Lieutenants and Police Captains will be eligible for additional compensation by participating in a program wherein BPMA members:

A. Are encouraged to advance their education;

B. Are fairly compensated for their effort and achievements; and,

C. Return the City's investment in that education and development by increasing and maintaining their involvement in the community and in public service.

To be eligible for the additional compensation, Association members must meet the following criteria:

A. Effective the first payroll period of July 2008, the provisions relating to compensation shall be as follows:

Classification/Criteria:	Compensation:
Police Lieutenants or Police Captains with a Master's Degree:	Five percent (5%) of their salary per month as additional compensation;
Police Lieutenants who have completed required POST course work toward their POST Management Certificate:	Three percent (3%) of their salary per month as additional compensation;
Police Lieutenants with both a Master's degree and completion of the required	Eight percent (8%) of their salary per month as additional compensation;

POST course work toward a Management Certificate:	
Police Lieutenants or Police Captains with a POST Management Certificate:	Seven percent (7%) of their salary per month as additional compensation;
Police Lieutenants or Police Captains with both a Master's degree and POST Management Certificate:	Twelve percent (12%) of their salary per month as additional compensation.

Each category defined above is separate and shall not be combined except as provided.

Attainment of the continuing education and community service requirements shall be reviewed and certified by the Police Chief and documented with the Personnel Action Form (PAF), which shall be submitted to the Human Resources Manager to commence/continue the incentive pay.

Pay under this article shall initially commence at the beginning of the first payroll period following completion of the requirements and shall continue until the employee's next anniversary date in the classification.

Pay eligibility must be renewed each year (measured from the employee's anniversary date in the classification) and shall be discontinued at the beginning of the first payroll period following the employee's anniversary date if the continuing education and community service requirements are not met in the preceding year.

If the employee fails to meet one or more of the requirements and PDP pay is discontinued, he/she will be ineligible for a minimum of six (6) payroll periods following the anniversary date. Thereafter, upon the employee's completion of the continuing education, community service and performance evaluation requirements, the monthly pay shall resume for the balance of the employee's year. The employee will be obligated to satisfy the continuing education and community service requirements again prior to the end of that anniversary year to maintain the pay in the following year.

It is understood that pay under this article shall be reported as regular or special compensation for the purposes of the CalPERS "final compensation period" for retirement benefits.

If a BPMA member becomes ill or injured in the course of duty, and is therefore subject to leave with pay under Labor Code Section 4850, incentive compensation will continue during the leave, even into the succeeding year if necessary. Upon return to duty, if the employee has not met all of the continuing education and community service requirements for continuation of the pay, the additional compensation will cease and shall not be restored until:

A. The requirements have been satisfied; and,

B. The employee has worked for a period of time equivalent to the leave of absence that extended into the succeeding anniversary year.

Pay will not be multiplied for additional degrees or certificates.

Educational and Technology Reimbursement

The Education Reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved coursework that will educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job and/or help prepare them for advancement to positions of greater responsibility with the City.

Members may also use up to two hundred and fifty dollars ($250) for technology reimbursement (computer-related hardware or software) compatible with City systems.

Eligibility

Courses must be: 1) related to the employee's current occupation; 2) related to a City classification to which the employee may reasonably expect promotion or 3) required for the completion of the pre-approved job-related major.

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.

Coursework as described herein must be completed at 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 online 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 or Technology Reimbursement to the Human Resources Division a minimum of ten (10) days prior to the scheduled program start date and obtain written approval from the Human Resources Division prior to enrolling for the desired courses(s) or purchasing the desired technology item. The City will deny professional development and college course work that is deemed not to be job related and technology that is not job related and compatible with City systems. 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 pre-approved program, requests for reimbursement may be submitted to the Human Resources Manager (or his/her designee) 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 in the Reimbursement Schedule below.

Reimbursement Schedule

Effective July 1, 2019, the maximum lifetime amount of education reimbursement available to each 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. If the employee has previously obtained a bachelor's degree prior to employment with the City, then they shall be eligible to receive the lifetime maximum of $24,000 for 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 associates of arts 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 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 1/24th for each full month he/she separates prior to 24 months.

Up to $750 of the eligible annual amount may be used for non-college education, training and professional development programs. Up to $250 of the annual $750 may be used for reimbursement of technology items pre-approved by the Human Resources Manager. 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.

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, or other intoxicating 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 an Employee Assistance Program for employees who may 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 his/her 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.

Use of Tobacco Products

Employees shall not smoke or use any tobacco products at any time while on, or off, duty.

All employees hired prior to January 1, 1993, who use tobacco products off-duty must complete a statement acknowledging their off-duty use of the tobacco product(s).

Violation of this Article may subject the employee to disciplinary action up to and including termination.

ARTICLE IX – LABOR MANAGEMENT RELATIONSHIP

Labor Management Committee

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.

Notwithstanding the provisions above of this Article, there exists within the City certain personnel rules and regulations, departmental rules and regulations and other items and conditions of employment. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or City ordinances and/or other items and conditions of employment, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State Law.

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, 2026, and shall remain in full force and effect through June 30, 2028.

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and 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 the 30th day of June, 2026.

CITY OF BREA

____
Mayor

Dated:______________________

____
Attest: City Clerk

BREA POLICE MANAGEMENT ASSOCIATION

____
Philip Rodriguez, President

Dated: 6/25/2026

Dated:______________________

EXHIBIT A

SALARY TABLES EFFECTIVE 01/03/2026 – 07/03/2026

JOB CLASS TITLE	(APPROX. MINIMUM	MONTHLY) MAXIMUM
POLICE CAPTAIN	$15,545.88	$19,902.55
POLICE LIEUTENANT	$13,318.74	$17,051.26

SALARY TABLES EFFECTIVE 07/04/2026 – 07/02/2027

JOB CLASS TITLE	(APPROX. MINIMUM	MONTHLY) MAXIMUM
POLICE CAPTAIN	$17,100.47	$21,892.81
POLICE LIEUTENANT	$14,650.61	$18,756.39

SALARY TABLES EFFECTIVE 07/03/2027 – 06/30/2028

JOB CLASS TITLE	(APPROX. MINIMUM	MONTHLY) MAXIMUM
POLICE CAPTAIN	$17,527.98	$22,440.13
POLICE LIEUTENANT	$15,016.88	$19,225.30

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RESOLUTION NO. 2026 - _______

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA APPROVING MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES' ASSOCIATION.

A. Recitals

(i) Chapter 10, Division 4, Title 1, of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed;

(ii) Government Code Section 3507 empowers a City to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations;

(iii) Pursuant to the provisions of the Employer-Employee Relations Resolution No. 06-62 of the City of Brea, the Administrative and Professional Employees Association as the majority representative of employees in the supervisory and professional employees bargaining, for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

(iv) The duly authorized representatives of the Administrative and Professional Employees' Association have met and conferred in good faith and have reached agreement on changes in wages, hours and terms and conditions of employment.

(v) The Administrative and Professional Employees' Association membership have ratified their agreement.

B. **RESOLUTION**

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, as follows:

1. The Memorandum of Understanding representing an agreement to changes in wages, hours, and terms and conditions of employment for the term of July 1, 2026, through June 30, 2028, by the City and the Administrative and Professional Employees' Association (Exhibit A); is approved.

APPROVED and ADOPTED THIS 30th. DAY OF June 2026.

____
Cecilia Hupp, Mayor

ATTEST: ____________________________
Victoria Popescu, City Clerk

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 30th. day of June, 2026, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAINED:	COUNCILMEMBERS:

DATED: ______________________________

____
Victoria Popescu, City Clerk

EXHIBIT A

Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

THE ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES' ASSOCIATION

JULY 1, 2026 THROUGH JUNE 30, 2028

Brea Civic & Cultural Center
Human Resources Division
1 Civic Center Circle
Brea, CA 92821
www.cityofbrea.net

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BREA
AND
THE ADMINISTRATIVE AND PROFESSIONAL
EMPLOYEES' ASSOCIATION**

July 1, 2026 THROUGH June 30, 2028

This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Administrative and Professional Employees' 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 Administrative and Professional Employees' 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 Administrative and Professional Employees' Association (hereinafter called the "Association") as the majority representative of employees in the bargaining unit, which includes the full-time employees in the classifications listed in Exhibit "A," for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

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, genetic information, political or religious affiliations, disability, and/or exercise of rights under the Meyers-Milias-Brown Act, except as may be required for compliance with Federal or State law. 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.

Disability Discrimination Laws

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 their disability.

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 law, 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 agreement shall not preclude the City from implementation during the term of the Agreement. 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 Schedules

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.

Employees authorized to work a 4/10 schedule shall work four (4) days in each seven-day work period, with each working day consisting of ten (10) hours.

Consistent with the City Rights Article, it shall be understood that the continuation of the structured, synchronized 9/80 work schedule or any authorized 4/10 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. Continuation of the 4/10 work schedule shall be the sole discretion of the Department Director, who shall provide a minimum of fourteen (14) calendar days notice before changing such assignments.

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 a change impacts a significant number of employees.

Paid Lunch Break

The City agrees to reopen negotiations on paid lunch breaks if subordinate employees to the Police Records / Property & Evidence Supervisor or Public Works Supervisor receive paid lunch breaks.

ARTICLE IV – SALARY AND WAGE PLAN

Salaries

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

Effective the first full payroll period commencing on or after July 1, 2026, the "base salary" of each classification shall be increased by two and a half percent (2.5%).

Effective the first full payroll period commencing on or after July 1, 2027, the "base salary" of each classification shall be increased by two and a half percent (2.5%).

Merit Increases

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

Call-Back Pay

A. Eligibility: Absent emergency circumstances requiring other employees to perform call-back work, Call-Back Pay is intended only for Public Works and Information Technology employees and is not intended for Administrative employees. Only Public Works and Information Technology employees are eligible for Call-Back Pay as described below.

B. Qualification: Only eligible employees who receive direction from their supervisor or manager to perform call-back work shall receive Call-Back Pay. Such direction shall be provided in writing unless circumstances preclude the supervisor or manager from doing so.

C. Emergency Circumstances: In the event of an emergency, Administrative employees may be directed to perform call-back work. In such circumstances, Administrative employees will be eligible for Call-Back Pay.

D. Any overtime-exempt employee called back to work during off-duty periods (days off, weekends, or after completing their normal work shift and having left City premises and/or their work location) shall be eligible for compensation under the following conditions and circumstances:

1. If the employee is called back to work during an off-duty period, and has to respond to the City work location physically, they shall receive a minimum of two (2) hours compensation, regardless of whether the employee actually works less than two (2) hours, and actual time worked if the time spent exceeds two (2) hours.

2. If the employee is able to respond to the matter by telephone or internet access, and does not physically respond to a City work location, they shall receive the minimum two (2) hours compensation for the first call in any 12-hour off-duty period, and only actual time incurred for subsequent calls after the first two hours and within that same 12-hour off-duty period.

3. In either event described above, a second or subsequent call-back occurring within the first two (2) hours shall be considered part of the continuous working time included in the minimum two (2) hours.

4. It is the employee's responsibility to log or document the time spent on such calls to prove eligibility for call-back pay.

5. This provision shall not apply to non-exempt employees, nor to an exempt employee whose normal work shift has been extended prior to leaving their normal work location, nor to an employee who has been called to report to work within one (1) hour earlier than the employee's normal work shift would begin.

E. Any non-exempt employee called back to work during off-duty periods (days off, weekends, or after completing their normal work shift and having left City premises and/or their work location) shall be eligible for compensation under the following conditions and circumstances:

1. If the employee is called back to work during an off-duty period, and has to respond to the City work location physically, they shall receive a minimum of two (2) hours compensation at one-and-one-half times their regular rate of pay, regardless of whether the employee actually works less than two (2) hours, and for actual time worked if the time spent exceeds two (2) hours.

2. If the employee is able to respond to the matter by telephone or internet access, and does not physically respond to a City work location, they shall receive the minimum two (2) hours overtime compensation for the first call in any 12-hour off-duty period, and only actual time incurred for subsequent calls after the first two hours and within that same 12-hour off-duty period.

3. In either event described above, a second or subsequent call-back occurring within the first two (2) hours shall be considered part of the continuous working time included in the minimum two (2) hours.

4. It is the employee's responsibility to log or document the time spent on such calls to prove eligibility for call-back pay.

F. Any employee responding to call-back situations shall be eligible for mileage reimbursement for the use of their personal vehicle only if the employee is required to report to a work location outside of the Brea city limits, and then such reimbursement shall be limited to the mileage incurred between the Brea Civic and Cultural Center and the response location.

OVERTIME AND COMPENSATORY TIME

Overtime

A. Non-Exempt Employees

1. Subject to the approval of the Department Director, or designee, non-exempt employees may be authorized to work reasonable periods of overtime to meet operational needs and shall be paid at the rate of one-and-one-half (1½) times the employee's regular hourly rate for all hours worked in excess of forty (40) in the employee's regular work period. Nothing herein is intended to limit or restrict the authority of the Department Director, or designee, to require any employee to perform overtime work.

2. The overtime rate will be calculated according to FLSA guidelines.

3. Paid leave time (e.g., vacation, sick leave, holidays, compensatory time, etc.) shall be counted as hours worked for the purposes of determining eligibility for overtime pay within a work period.

4. Employees who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.

5. Hours worked in excess of forty (40) hours per work period not otherwise paid at time-and-one-half pursuant to FLSA shall be paid at the employee's straight-time rate.

B. Exempt Employees

1. Subject to the approval of the Department Director, or designee, exempt employees may be authorized to work reasonable periods of overtime to meet operational needs and shall be paid at the employees' regular hourly rate of pay (straight-time) for all hours worked in excess of forty (40) in the employee's regular work period. Nothing herein is intended to limit or restrict the authority of the Department Director, or designee, to require any employee to perform overtime work.

2. Paid leave time (e.g., vacation, sick leave, holidays, compensatory time, etc.) shall be counted as hours worked for the purposes of determining eligibility for straight-time overtime pay within a work period.

3. Employees who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.

Compensatory Time Off in Lieu of Overtime

A. Non-Exempt Employees

1. Subject to the approval of the Department Director, or designee, a non-exempt employee may elect to take compensatory time off in lieu of receiving overtime pay for hours worked in excess of forty (40) in the employee's regular work period. A non-exempt employee who requests and is approved for compensatory time off in lieu of overtime is entitled to one-and-one-half (1½) hours of compensatory time off for each hour for which they would otherwise be entitled to overtime pay.

2. Subject to approval of the Department Director, or designee, non-exempt employees may request to "bank" up to a maximum of ninety (90) hours of compensatory time (representing 60 hours of overtime worked) in lieu of receiving overtime pay. The use of banked compensatory time shall be subject to the approval of the Department Director, or designee.

B. Exempt Employees

1. Subject to the approval of the Department Director, or designee, an exempt employee may elect to take compensatory time off in lieu of receiving straight-time overtime pay for hours worked in excess of forty (40) in the employee's regular work period. An employee who requests and is approved for compensatory time off in lieu of straight-time overtime is entitled to one (1) hour of compensatory time off for each hour for which they would otherwise be entitled to straight-time overtime pay.

2. Subject to approval of the Department Director, or designee, exempt employees may request to "bank" up to a maximum of sixty (60) hours of compensatory time in lieu of receiving straight-time overtime pay. The use of banked compensatory time shall be subject to the approval of the Department Director, or designee.

SPECIAL PAYS

Bilingual Pay

An employee required to speak in Spanish, or other eligible languages in addition to English, as part of the regular duties of their position, shall be compensated at the rate of $100 per month in addition to the employee's regular rate of pay. Employees qualified and assigned for bilingual skills may be required to provide services to other departments/divisions in order to assist in customer service.

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 tests to certify the employee as eligible for bilingual pay based on the employee's proficiency in speaking Spanish or other eligible languages. Such certification shall be a condition prior to qualifying for bilingual pay.

The Human Resources Manager, upon request from operating departments, shall determine when and where, as well as which bilingual skills are needed and will determine which qualifying employees will be assigned to receive pay under this Article. The total number of eligible employees will be based on City needs, not the number of employees who have qualified by competency testing. When there are multiple employees in a single department with the same language skills, the assignment for pay purposes may be rotated among those employees on an annual basis.

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 (if required), the bilingual pay shall cease at the beginning of the payroll period immediately following the employee's certification anniversary date. The employee is responsible to initiate the request for eligibility or recertification.

An employee unable to demonstrate proficiency in an initial or recertification bilingual test may request a second test at their own expense to be administered not more than thirty (30) days from the initial failed test. If the employee does not pass on the second attempt, they will not be eligible to test again for one year after the initial failed attempt. However, if in the meantime the City determines there is a sufficient number of qualified bilingual employees when the one year has passed and has no immediate need for additional bilingual employees, the employee will have their name placed on a waiting list.

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

Uniform Allowance

The City shall provide an annual lump-sum uniform allowance for the greater of $700 or the amount their subordinates receive to employees in the following classifications:

A. Fire Protection Analyst

B. Police Records / Property & Evidence Supervisor

In order to comply with CalPERS reporting requirements for the uniform allowance for Classic employees, the allowance will be reported as earned on July 1. 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 that includes July 1.

Newly appointed employees in the classifications listed above shall be provided with the necessary uniform(s) as determined by their respective departments, and shall thereafter receive the annual allowance, as described above. Those hired between January and June shall have the initial $700 prorated according to the number of months prior to July (i.e., $700 in January or before, $583 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.

Work Shoe Reimbursement

The City shall provide an annual work shoe allowance equal to that of their subordinates or $250 per fiscal year, whichever is greater, to employees in the following classifications:

A. Building & Facilities Administrator

B. Fleet Supervisor

C. Public Works Supervisor

D. Public Works Utilities Supervisor

Payment shall be made in July of each fiscal year.

SPECIAL ASSIGNMENTS AND COMPENSATION

Certification Pay

Employees in the following classifications, who have obtained the indicated professional or State-required certification and who are so assigned, shall receive the greater of a flat fee of $200 per month or the same rate BCEA employees receive while so assigned and certified:

A. Public Works Supervisor, with a California certification as a Qualified Pesticide Applicator (QAC, or Qualified Applicator Certification).

B. Fleet Supervisor, with a California certification as an Underground Storage Tank Operator.

C. Building & Facilities Administrator, with a California General Building Contractor License (B).

Employees in the following classification, who have obtained the indicated professional or State-required certification, shall receive an additional five percent (5%) of base hourly wages while so assigned and certified:

A. Public Works Utilities Supervisor, with a Grade D5 Water Distribution Operator certificate issued by the State of California Department of Health Services.

Working out of Classification

The City shall determine the necessity for working employees out of classification. The Department Director or City Manager may appoint an employee to an assignment that causes the employee to work in a higher classification. The Department Director or City Manager will determine the starting and ending dates for such assignments. The employee shall receive prior written notice of the working out of the classification assignment. Once an employee is assigned to work out of classification, they shall remain in the assignment until the need for said assignment, in the opinion of the Department Director or City Manager, has been eliminated.

The City may work employees out of classification for up to fifteen (15) consecutive calendar days without additional compensation. Employees who are assigned to work on a temporary basis in a higher classification for a period of fifteen (15) days or longer within twenty-five (25) calendar days, as specifically assigned by the Department Director or the City Manager, shall receive the first pay step of the higher classification or five percent (5%)

in addition to the employee's regular rate of pay, whichever is greater. The additional pay rate shall commence on the sixteenth (16th) day of working within the assignment.

Absent the appointment of an employee to a higher classification by the Department Director or City Manager, the assumption of additional duties as assigned will not constitute working out of classification nor will it entitle the employee performing such work to additional compensation.

Temporary Assignment

On a temporary basis, a Department Director may assign an employee to perform additional duties that are typically performed by an employee in a higher classification. Such assignments shall be made in writing and describe the anticipated length of the assignment and the additional duties to be performed in such assignment.

To qualify for such an assignment, the employee must be qualified to perform the additional duties of the higher classification that are assigned. The employee's Department Director will determine whether the employee is qualified to perform such duties.

Temporary assignments shall be limited to six (6) months in duration.

An employee who is assigned to perform additional duties in a higher classification shall receive, for the duration of the assignment, an additional five percent (5%) above their base rate of pay. Such additional compensation shall be discontinued at the end of the assignment.

The City shall provide the additional compensation upon commencement of the assignment and shall not be subject to the fifteen (15) day waiting period as is required for working out of classification in the preceding section.

ARTICLE V – LEAVES

VACATION

Vacation Accruals

Effective with anniversary dates occurring on or after November 1, 2005, employees shall earn and accrue vacation leave time at the following rates:

Following	Vacation Accrual
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 the 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.

Additional service credit for regular part-time service is only for the purpose of vacation accruals, and shall not be considered additional service for seniority, retirement, or any other purpose.

Maximum Accrual of Vacation Leave

Employees shall be entitled to accrue a maximum of four hundred (400) hours of vacation leave.

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 one workweek (i.e., 36, 40, or 44 hours consecutively) of vacation leave, 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. Only consecutive vacation days off qualify for the buy-back provision. Holidays and other types of "days off" will not be counted for qualifying purposes.

HOLIDAYS

The City designates twelve (12) holidays per year as follows:

New Year's Day, January 1
Martin Luther King Jr. Day, third Monday in January
President's Day
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, first Monday in September
Thanksgiving Day
The day following Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve, December 31

Floating Holiday

A holiday is considered a maximum of nine (9) hours for employees who work a 5/8 or 9/80 work schedule, and a maximum of ten (10) hours for employees who work a 4/10 work schedule.

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 preceding Friday is observed.

If a holiday falls on a day that an employee is not scheduled to work, he or she will receive the equivalent hours (9 or 10 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) or ten (10) hours, their time shall be augmented by holiday time up to nine (9) or ten (10) hours and they shall accrue the balance of their nine (9) or ten (10) hours of holiday time. Example #1: A 5/8 employee works five (5) hours on a holiday. They are paid for five (5) hours of regular time, four (4) hours of holiday time and they accrue five (5) hours of holiday time. Example #2: A 9/80 employee works five (5) hours on a holiday. They are paid for five (5) hours of regular time, four (4) hours of holiday time and they accrue five (5) hours of holiday time. Example #3: A 4/10 employee works ten (10) hours on a holiday. They are paid for ten (10) hours of regular time and accrue ten (10) hours of holiday time. If a holiday falls on an 8-hour work day (non-9/80 Friday) the employee shall receive eight (8) hours pay for the day and one (1) hour of holiday time in their accrual bank. Employees are guaranteed 108 or 120 hours of holiday pay per each full year worked. 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 compensatory bank 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

Nine (9) or ten (10) hours of floating holiday leave time shall be granted to each employee 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 nine (9) or ten (10) hours of floating holiday leave time if hired between July 1 and December 31 of each year and four and one half (4.5) or five (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. Department

Directors may approve carrying over holiday leave banks past June 30th when extenuating circumstances occur.

DONATION OF LEAVE TIME

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

All donations of paid leave time must be approved by the Human Resources Manager.

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 Family Members and Victims of Violence, Domestic Violence, Sexual Assault and Stalking

An employee shall be allowed to use up to a maximum of ninety-six (96) hours of personal sick leave per fiscal year due to death or diagnosis, care or treatment of an existing health condition of a family member. Family member as used in this Article is limited to: the employee's parents and grandparents (e.g. biological, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (regardless of age and dependency status, e.g., biological, adoptive, foster, or by marriage or domestic partnership and in loco relationships), parents-in-law (marriage or by registered domestic partnership), siblings, and siblings-in-law (or by domestic partnership) and a designated person. In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Department Director or designee, before the sick leave is allowed. In the event of a serious illness to a family member, a medical certificate from an acceptable medical authority or a personal statement of such illness and an explanation of the need for the employee's absence may be required by the Department Director, or designee, after five (5) workdays. 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.

Sick leave may be used by an employee who is a victim or their family member is a victim of violence, domestic violence, sexual assault, or stalking for the purpose described in Labor Code section 230(c) and 230.1(a).

Notification to Supervisor

Any employee needing to be absent because of sickness or other physical disability shall notify the appropriate 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 five (5) days of bereavement leave (based on the employee's normal work schedule) for each incident of the death of an immediate family member (as defined in the Sick Leave Authorization for an Immediate Family Members section above in this Article). Employees shall be paid for the first twenty-seven (27) hours of bereavement leave. Employees may use any available leave balance (i.e., vacation, sick, or holiday) to receive salary for bereavement leave hours above twenty-seven (27) hours. Bereavement leave hours shall not accrue or carry over to a new fiscal year. This twenty-seven (27) hours of bereavement leave is in addition to the annual sick leave, which an employee may use for death in the immediate family.

OTHER LEAVES

The City Manager or designee may grant leaves of absence for a maximum of ninety (90) working days without pay to any employee if the circumstances of the particular case warrant and if the Department Director so recommends such leave of absence in writing. An employee, not under suspension, may make an application for leave without pay after all available leave benefits, including vacation, compensatory time, holiday leave time, Family Care Leave, 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, a written application must be made to the City Manager stating the reasons for the additional leave is required and why it would be in the best interest of the City to grant such leave of absence. If, in the Department Director'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 the City Manager and Department Director shall be subject to discipline. Any employee, who falsifies the reason for the request for said leave of absence, or extension thereof, may be subject to discipline.

ARTICLE VI – FRINGE BENEFITS

Administration

The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Selection and Funding

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than to those in existence as of the implementation of this Agreement.

Changes

If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

HEALTH AND WELFARE 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, short-term disability, optional life insurance, deferred compensation, and tuition reimbursement for undergraduate college-level courses only.

Effective the first full pay period commencing on or after July 1, 2026, the maximum Flexible Benefit contribution for employees enrolled in a City sponsored CalPERS medical plan shall be:

Single employee	$950 per month
Employee plus 1 dependent	$1,600 per month
Employee plus 2 or more dependents	$2,100 per month

Retiree Medical Benefit

Within the City's Flexible Benefit Plan, the monthly contribution amounts, $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 coverage. 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 September 1, 2022. The inclusion of this vesting language is to comply with the Supreme Court's decision in *M&G Polymers v. Thacket*, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Employees newly hired by the City and placed into this Association after September 1, 2022, shall, upon retirement from the City receive 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 $162 for calendar year 2026).

Employees hired to a full-time (flex benefit eligible) position with the City prior to April 1, 2006, who have opted out will continue to receive a $650 contribution. Employees hired on/after April 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Those hired on/after April 1, 2006, who opt-out of all the City health plans will receive $325 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 bi-weekly 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 pretax payroll deductions. The City will continue to pay the one-half percent (1/2%) administrative fee for the PERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City shall meet and confer on the increase.

While participating in the PERS 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

Based on the life insurance policy limitations, on and after January 1, 2002, the City shall provide each employee with a maximum of a $50,000 term life insurance policy. An employee may purchase additional (optional) life insurance coverage either through the Flexible Benefit Plan or at their own expense.

Long-Term Disability Insurance Plan (LTD)

During the term of this Memorandum of Understanding, the City shall provide Long-Term Disability Insurance benefits for all employees who have successfully completed their initial probationary period, as provided for in the City's LTD Plan document, except as provided below in this section of this Article and who have not yet reached the age of 68.

Effective for qualifying illnesses or injuries occurring after November 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first $6500 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.

Retirement Health Savings Plan

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

Employees in the following category will each contribute twenty-five dollars ($25) per month to the individual employee's Retirement Health Savings Plan:

A. APEA employees at or over the age of thirty (30) years

The City will reopen negotiations at the Association's request at any time during the term of this agreement to discuss proposed changes to the employee contribution rates.

RETIREMENT

Public Employees' Retirement System (PERS)

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

"Classic" or "Non-new" employees employed by the City before July 1, 2011, shall individually pay the CalPERS Local Miscellaneous Member Contribution totaling 7% of pensionable compensation.

"Classic" or "Non-new" employees Hired On and After July 1, 2011
Unit employees employed by the City on and after July 1, 2011, shall upon hire individually pay 100% of the Local Miscellaneous Member Normal Contribution to CalPERS (presently 7% of compensation).

"Classic" or "Non-new" employees CalPERS Plan Formula.
The PERS plan in effect for all classic members is the 2% @ 55 formula based on the three highest consecutive years, except for those employees subject to the 2% @ 55 formula based on "One-Year Final Compensation" as noted below.

"New Employees" or "New Members" Hired On and After January 1, 2013.
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, shall pay at least 50% of normal cost of pension as is determined each year by CalPERS to be the employee contribution rate.

"New Employees" CalPERS Plan Formula
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. (PEPRA normal cost rate for FY 2025/2026 is 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).

<u>1959 Survivor Benefits</u>
The PERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The employee shall pay 100% of all monthly costs for this benefit, in addition to the $2.00 monthly cost for the basic level 1959 Survivor Benefit.

<u>One-Year Final Compensation</u>
The CalPERS Retirement Plan has been amended to include One-Year Final Compensation for unit employees hired on or before September 17, 1999. The one-year final compensation shall not apply to unit employees hired on or after September 18, 1999.

<u>Military Service Credit</u>
City has amended its contract with PERS to provide Government Code Section 21024, Military Service Credit.

<u>Retirement Amendments</u>
Should the City and any other Miscellaneous bargaining unit(s) reach an agreement during the term of this MOU, or the City has a reason to continue discussions regarding modification of the PERS retirement benefit formula, the City and APEA agree to reopen discussions at that time.

<u>Social Security</u>

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

Employees who hold full-time status as of July 1 of each fiscal year shall receive a Wellness Benefit in the amount of five hundred dollars ($500) to be used toward wellness and fitness-related programs, services, or activities.

The Wellness Benefit shall be paid during the second pay period in July of each fiscal year.

As a condition of receiving the Wellness Benefit, Association members shall sign an attestation each fiscal year acknowledging that the funds will be used solely for wellness and fitness purposes in accordance with this provision.

ARTICLE VII – PROFESSIONAL DEVELOPMENT

The Tuition Reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved coursework towards an Associates, Bachelors, or Master's program that will educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job and/or help prepare them for advancement to positions of greater responsibility with the City.

Eligibility

Courses must be: 1) related to the employee's current occupation; 2) related to a City classification to which the employee may reasonably expect promotion or 3) required for the completion of the pre-approved job-related major.

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.

Coursework as described herein must be completed at a college or university accredited by the Western Association of Schools and Colleges (WASC) or one of the equivalent Regional Accrediting Organizations, which include:

1. Middle States Association of Colleges and Schools (MSACS)
2. New England Association of Schools and Colleges Commission on Institutions of Higher Education (NEASC-CIHE)
3. Northwest Commission on Colleges and Universities (NWCCU)
4. North Central Association of Colleges and Schools Higher Learning Commission (NCACS-HLC)
5. Southern Association of Colleges and Schools Commission on Colleges (SACS)

Tuition shall not be granted for online 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.

Reimbursement

Employees shall submit a request for Education Reimbursement to the Human Resources Department a minimum of ten (10) days prior to the scheduled program start date and obtain written approval from the Human Resources Department prior to enrolling for the desired course(s). The City will deny professional development and college course work that is deemed not to be job related. 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 may be submitted to the Human Resources Manager 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 in the Reimbursement Schedule below.

Reimbursement Schedule

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. If an employee has previously obtained a bachelor's degree prior to employment with the City, then they shall be eligible to receive the lifetime maximum of $24,000 for 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 associates of arts 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 a 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 year after completion of 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.

The amount of tuition reimbursement available annually for pre-approved professional development and certification courses to each employee shall be $750 for the twelve (12) month period September 1, through August 31, in which the course(s) are completed and requests receive final approval by the Human Resources Manager. Money used for professional development and certification courses will be deducted from the employee's total annual tuition reimbursement allocation.

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 1/24th for each full month they separate prior to 24 months.

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, or other intoxicating 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 an Employee Assistance Program for employees who may 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 may, 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.

Federal/State Mandated Programs

In the event the City and its employees are required to participate in Federal or State mandated programs, the contribution 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.

Reemployment Lists

The names of employees who have been laid off due to a reduction in force shall be placed on a lay-off reemployment list for the classification the employee held at the time of the layoff. Each employee on a lay-off reemployment list shall remain on that list for twelve (12) months.

Written Response to Performance Evaluations

An employee may submit a written response to their performance evaluation if the employee disagrees with all or part of the performance evaluation. The written response shall be attached to the performance evaluation and shall be included as part of the employee's permanent personnel record.

ARTICLE IX – LABOR MANAGEMENT RELATIONSHIP

CITY RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy.

B. To determine the existence or non-existence of facts which are the basis of the Management decision.

C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.

E. To determine methods of financing.

F. To determine the types of equipment or technology to be used.

G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.

H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation.

I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.

J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.

K. To establish and modify productivity and performance programs and standards.

L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedure.

M. To determine job classifications and to reclassify employees.

N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.

O. To determine policies, procedures, and standards for the selection, training, and promotion of employees.

P. To establish employee performance standards, including, but not limited to, quality and quantity standards; and to require compliance therewith.

Q. To maintain order and efficiency in its facilities and operations.

R. To establish and promulgate and/or modify rules and regulations and to maintain order and safety in the City, which are not in contravention with this Agreement.

S. To take any and all necessary action to carry out the mission of the City in emergencies.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights impact employees represented by the Association, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, or in the City's Human Resources Rules and Regulations, and/or Salary Resolutions, and/or Administrative Codes, which are incorporated in this Agreement. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City Rights, Management's discretion in the exercise of these rights shall not be diminished.

EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Dues and Association-Sponsored Insurance Premium Deductions

The City shall deduct from each Association member's paycheck regular and periodic Association dues and Association-sponsored insurance program premiums. Such deductions shall be made upon receipt by the City of a signed authorization card from the Association member. Deduction authorization cards shall be furnished by the Association.

Indemnification

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deduction or transmittal of funds to the Association; except upon the intentional failure of the City to transmit to the Association funds deducted from the employees pursuant to this Article.

Use of City Facilities

The Association may distribute pamphlets, brochures, and membership cards on City premises only during non-working hours.

Association Meetings

The Association may, with the approval of the City Manager, hold meetings with its members on City property during non-working hours, provided:

A. Requests are made to the City Manager as to the specific location and dates of the meeting prior to such meeting. Requests shall state the purpose of the meeting and be accompanied by copies of the agenda, notices to members and any other written communications regarding such meeting.

B. Such meetings shall not involve political campaigns or fund-raising events.

C. The City may charge a reasonable fee to offset the cost for the use of City facilities.

Bulletin Boards

Space shall be made available to the Association on departmental bulletin boards provided such use does not interfere with the needs of the Department(s). The Association may use bulletin boards only for the following purposes:

A. Notice of recreational, social, or other related events.

B. Scheduling Association meetings.

C. Information concerning Association elections and the results thereof.

D. Reports of official Association business, including Association newsletters, reports of committees, and the Board of Directors of the Association.

E. Any other written material which first has been approved and initialed by the Human Resources Officer, or designee. The Human Resources Officer, or designee, must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, from the receipt of the material and the request to post it. The Human Resources Officer, or designee, shall not unreasonably withhold permission to post.

Labor Management Committee

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

NO STRIKE - NO LOCKOUT

Prohibited Conduct

The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance of law.

Any employee who participates in any conduct prohibited in this section may be subject to disciplinary action up to and including termination.

In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in the "Association Responsibility" section of this Article, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to: suspension of recognition of the Association, grievance procedures, right of access, check off, and the use of the City's bulletin boards and facilities.

Association Responsibility

In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in the above "Prohibited Conduct" section of this Article, the Association or its duly authorized representatives shall immediately instruct any employees engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and is unlawful, and they should immediately cease engaging in the prohibited conduct and return to work.

If the Association performs all of the responsibilities set forth in the paragraph immediately above of this Article, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement.

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, or other provisions of the City, including oral or written, expressed or implied, between the parties. This Memorandum of Understanding 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 bargaining unit will each have the right to request to reopen negotiations regarding other compensation and benefit 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 on bargaining unit members.

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder or national emergency, or similar circumstances, the provisions of this Memorandum of Understanding or the City's Human Resources Rules and Regulations, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any City Human Resources Rules and Policies.

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

The term of this Memorandum of Understanding shall commence on July 1, 2026, and shall continue in full force and effect through June 30, 2028, after which date this agreement shall remain in full force and effect unless either party requests in writing to meet and confer in order to amend or modify this Agreement.

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this 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 this __30th_ day of June, 2026.

CITY OF BREA	**ADMINISTRATIVE & PROFESSIONAL EMPLOYEES' ASSOCIATION**
____________________________	By: anthony sanchez
Mayor	Anthony Sanchez, APEA President
Dated:________________________	Dated: 06/27/2026
____________________________	By:___________________________
Attest: City Clerk	Kristin Steyerman, APEA Vice President
Dated:________________________	Dated: ________________________

EXHIBIT A

List of Represented Classifications

Exhibit A – List of Represented Classifications

Represented Classifications and FLSA Status

Accountant II (NE)

Assistant City Engineer (Ex)

Ass't. to the City Manager (Confidential-Ex)

Associate Engineer (Ex)

Associate Planner (Ex)

Building & Facilities Administrator (Ex)

Communications/Marketing Analyst (Ex)

Community Services Specialist I/II (Ex)

Community Services Supervisor (Ex)

Deputy City Clerk/Records Supv (NE)

Deputy Fire Marshal (Ex)

Economic Development Analyst II (Ex)

Emergency Preparedness Coordinator (Ex)

Environmental Services Coordinator (Ex)

Executive Assistant (NE)

Fire Protection Analyst (NE)

Fiscal Specialist (NE)

Fleet Supervisor (Ex)

GIS Analyst (NE)

Human Resources Analyst I (NE)

Human Resources Analyst II (Ex)

Human Resources Technician (NE)

Senior Buyer (NE)

IT Enterprise Account Administrator (Ex)

Information Technology Specialist I/II (NE)

Information Technology Supervisor (Ex)

Management Analyst I (NE)

Management Analyst II (Ex)

Media Services Specialist II (NE)

Payroll Supervisor (NE)

Plan Checker (NE)

Police Records/P & E Supervisor (Ex)

Police Training Coordinator (NE)

Principal Accountant (Ex)

Principal Civil Engineer (Ex)

Principal Human Resources Analyst (Ex)

Principal Management Analyst (Ex)

Principal Planner (Ex)

Procurement and Contracts Admin. (Ex)

Public Works Supervisor (Ex)

Public Works Utility Supervisor (Ex)

Radio Frequency Specialist (NE)

Redevelopment Project Manager (Ex)

Senior Accountant (Ex)

Senior Building Inspector (NE)

Senior Community Services Supervisor (Ex)

Senior Exec. Asst/City Mgr/Office Mgr (NE)

Senior Fiscal Analyst (Ex)

Senior GIS Analyst (Ex)

Senior Human Resources Analyst (Ex)

Senior IT Specialist (Ex)

Senior Management Analyst (Ex)

Senior Media Svs Specialist – A/V (NE)

Senior Planner (Ex)

Software Developer I/II (NE)

Utility Billing Supervisor (NE)

EXHIBIT B

Salary Tables
Effective July 5, 2025 - July 3, 2026

EXHIBIT B

Salary Tables Effective 07/05/2025 – 07/03/2026

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Accountant II	$6,886.65	$8,816.61
Assistant City Engineer	$11,233.70	$14,381.89
Assistant to the City Manager	$9,253.30	$11,846.50
Associate Engineer	$8,684.11	$11,117.79
Associate Planner	$7,510.28	$9,615.00
Building & Facilities Administrator	$8,093.47	$10,361.63
Communications & Marketing Analyst	$8,046.75	$10,301.82
Community Services Specialist I	$5,219.35	$6,682.05
Community Services Specialist II	$5,893.16	$7,544.70
Community Services Supervisor	$7,829.66	$10,023.88
Deputy City Clerk/Records Supervisor	$7,211.45	$9,232.42
Deputy Fire Marshal	$7,907.48	$10,122.25
Economic Development Analyst II	$7,175.80	$9,186.78
Emergency Preparedness Coordinator	$8,045.73	$10,300.52
Environmental Services Coordinator	$8,691.80	$11,127.64
Executive Assistant	$5,698.32	$7,295.25
Fire Protection Analyst	$7,188.63	$9,203.21
Fiscal Specialist	$6,312.76	$8,081.88
Fleet Supervisor	$7,677.26	$9,828.78
GIS Analyst	$7,833.49	$10,028.80
Human Resources Analyst I	$7,666.20	$9,814.62

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Human Resources Analyst II	$8,428.75	$10,790.88
Human Resources Technician	$6,135.93	$7,855.49
Info Tech Enterprise Acct Admin	$9,322.60	$11,935.22
Information Technology Specialist I	$7,081.18	$9,065.66
Information Technology Specialist II	$7,722.09	$9,886.17
Information Technology Supervisor	$8,988.61	$11,507.62
Management Analyst I	$6,498.59	$8,319.79
Management Analyst II	$7,312.65	$9,361.99
Media Services Specialist II	$5,996.14	$7,676.53
Payroll Supervisor	$6,312.76	$8,081.88
Plan Checker	$8,040.22	$10,293.46
Police Records / P&E Supervisor	$8,411.30	$10,767.18
Police Training Coordinator	$5,697.06	$7,293.64
Principal Accountant	$9,067.75	$11,607.49
Principal Civil Engineer	$10,449.94	$13,378.49
Principal Human Resources Analyst	$10,427.91	$13,348.61
Principal Management Analyst	$9,067.75	$11,607.49
Principal Planner	$10,098.86	$12,927.39
Procurement and Contracts Admin	$7,329.04	$9,382.97
Public Works Supervisor	$7,293.42	$9,337.37
Public Works Utility Supervisor	$8,389.79	$10,739.64
Radio Frequency Specialist	$8,491.79	$10,871.58
Redevelopment Project Manager	$8,080.35	$10,344.84
Senior Accountant	$7,608.01	$9,740.12

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Senior Building Inspector	$7,485.33	$9,583.06
Senior Buyer	$6,107.34	$7,818.90
Senior Community Servs Supervisor	$9,002.14	$11,524.95
Senior Exec Asst to the CM/OM	$7,394.39	$9,466.63
Senior Fiscal Analyst	$8,850.31	$11,330.57
Senior GIS Analyst	$8,617.42	$11,032.42
Senior Human Resources Analyst	$9,271.98	$11,870.42
Senior IT Specialist	$8,108.92	$10,381.42
Senior Management Analyst	$8,045.73	$10,300.52
Senior Media Servs Specialist - AV	$7,481.86	$9,578.63
Senior Planner	$8,976.76	$11,492.46
Software Developer I	$7,020.59	$8,988.08
Software Developer II	$7,722.09	$9,886.17
Utility Billing Supervisor	$6,312.76	$8,081.88

EXHIBIT C

Salary Tables
Effective July 4, 2026 – July 02, 2027

EXHIBIT C

Salary Tables Effective 07/04/2026 – 07/02/2027

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Accountant II	$7,058.82	$9,037.02
Assistant City Engineer	$11,514.54	$14,741.44
Assistant to the City Manager	$9,484.64	$12,142.67
Associate Engineer	$8,901.21	$11,395.74
Associate Planner	$7,698.04	$9,855.38
Building & Facilities Administrator	$8,295.81	$10,620.67
Communications & Marketing Analyst	$8,247.92	$10,559.37
Community Services Specialist I	$5,349.83	$6,849.10
Community Services Specialist II	$6,040.49	$7,733.32
Community Services Supervisor	$8,025.40	$10,274.48
Deputy City Clerk/Records Supervisor	$7,391.73	$9,463.23
Deputy Fire Marshal	$8,105.17	$10,375.30
Economic Development Analyst II	$7,355.19	$9,416.45
Emergency Preparedness Coordinator	$8,246.88	$10,558.03
Environmental Services Coordinator	$8,909.10	$11,405.83
Executive Assistant	$5,840.78	$7,477.63
Fire Protection Analyst	$7,368.35	$9,433.29
Fiscal Specialist	$6,470.58	$8,283.93
Fleet Supervisor	$7,869.19	$10,074.50
GIS Analyst	$8,029.33	$10,279.52
Human Resources Analyst I	$7,857.86	$10,059.99

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Human Resources Analyst II	$8,639.47	$11,060.65
Human Resources Technician	$6,289.32	$8,051.88
Info Tech Enterprise Acct Admin	$9,555.67	$12,233.60
Information Technology Specialist I	$7,258.21	$9,292.30
Information Technology Specialist II	$7,915.14	$10,133.33
Information Technology Supervisor	$9,213.32	$11,795.32
Management Analyst I	$6,661.05	$8,527.79
Management Analyst II	$7,495.47	$9,596.04
Media Services Specialist II	$6,146.04	$7,868.44
Payroll Supervisor	$6,470.58	$8,283.93
Plan Checker	$8,241.23	$10,550.80
Police Records / P&E Supervisor	$8,621.59	$11,036.36
Police Training Coordinator	$5,839.49	$7,475.98
Principal Accountant	$9,294.44	$11,897.67
Principal Civil Engineer	$10,711.19	$13,712.95
Principal Human Resources Analyst	$10,688.61	$13,682.33
Principal Management Analyst	$9,294.44	$11,897.67
Principal Planner	$10,351.33	$13,250.58
Procurement and Contracts Admin	$7,512.26	$9,617.54
Public Works Supervisor	$7,475.76	$9,570.81
Public Works Utility Supervisor	$8,599.53	$11,008.13
Radio Frequency Specialist	$8,704.08	$11,143.37
Redevelopment Project Manager	$8,282.36	$10,603.46
Senior Accountant	$7,798.21	$9,983.63

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Senior Building Inspector	$7,672.46	$9,822.64
Senior Buyer	$6,260.03	$8,014.37
Senior Community Servs Supervisor	$9,227.19	$11,813.07
Senior Exec Asst to the CM/OM	$7,579.25	$9,703.30
Senior Fiscal Analyst	$9,071.57	$11,613.83
Senior GIS Analyst	$8,832.86	$11,308.23
Senior Human Resources Analyst	$9,503.78	$12,167.18
Senior IT Specialist	$8,311.65	$10,640.95
Senior Management Analyst	$8,246.88	$10,558.03
Senior Media Servs Specialist - AV	$7,668.91	$9,818.09
Senior Planner	$9,201.18	$11,779.77
Software Developer I	$7,196.10	$9,212.78
Software Developer II	$7,915.14	$10,133.33
Utility Billing Supervisor	$6,470.58	$8,283.93

EXHIBIT D

Salary Tables
Effective July 3, 2027 – June 30, 2028

EXHIBIT D

Salary Tables Effective 07/03/2027 – 06/30/2028

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Accountant II	$7,235.29	$9,262.95
Assistant City Engineer	$11,802.41	$15,109.97
Assistant to the City Manager	$9,721.75	$12,446.23
Associate Engineer	$9,123.74	$11,680.63
Associate Planner	$7,890.49	$10,101.76
Building & Facilities Administrator	$8,503.20	$10,886.19
Communications & Marketing Analyst	$8,454.12	$10,823.35
Community Services Specialist I	$5,483.58	$7,020.33
Community Services Specialist II	$6,191.51	$7,926.65
Community Services Supervisor	$8,226.03	$10,531.34
Deputy City Clerk/Records Supervisor	$7,576.53	$9,699.81
Deputy Fire Marshal	$8,307.80	$10,634.69
Economic Development Analyst II	$7,539.07	$9,651.86
Emergency Preparedness Coordinator	$8,453.05	$10,821.98
Environmental Services Coordinator	$9,131.82	$11,690.98
Executive Assistant	$5,986.80	$7,664.57
Fire Protection Analyst	$7,552.55	$9,669.12
Fiscal Specialist	$6,632.34	$8,491.03
Fleet Supervisor	$8,065.92	$10,326.36
GIS Analyst	$8,230.07	$10,536.51
Human Resources Analyst I	$8,054.30	$10,311.49

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Human Resources Analyst II	$8,855.46	$11,337.17
Human Resources Technician	$6,446.56	$8,253.18
Info Tech Enterprise Acct Admin	$9,794.56	$12,539.44
Information Technology Specialist I	$7,439.67	$9,524.61
Information Technology Specialist II	$8,113.02	$10,386.66
Information Technology Supervisor	$9,443.65	$12,090.20
Management Analyst I	$6,827.58	$8,740.98
Management Analyst II	$7,682.85	$9,835.94
Media Services Specialist II	$6,299.69	$8,065.15
Payroll Supervisor	$6,632.34	$8,491.03
Plan Checker	$8,447.26	$10,814.57
Police Records / P&E Supervisor	$8,837.12	$11,312.27
Police Training Coordinator	$5,985.47	$7,662.88
Principal Accountant	$9,526.80	$12,195.12
Principal Civil Engineer	$10,978.97	$14,055.78
Principal Human Resources Analyst	$10,955.83	$14,024.38
Principal Management Analyst	$9,526.80	$12,195.12
Principal Planner	$10,610.11	$13,581.84
Procurement and Contracts Admin	$7,700.07	$9,857.98
Public Works Supervisor	$7,662.65	$9,810.08
Public Works Utility Supervisor	$8,814.52	$11,283.33
Radio Frequency Specialist	$8,921.69	$11,421.95
Redevelopment Project Manager	$8,489.42	$10,868.54
Senior Accountant	$7,993.17	$10,233.22

JOB CLASS TITLE	(APPROX. MONTHLY) MINIMUM	MAXIMUM
Senior Building Inspector	$7,864.27	$10,068.20
Senior Buyer	$6,416.53	$8,214.73
Senior Community Servs Supervisor	$9,457.87	$12,108.40
Senior Exec Asst to the CM/OM	$7,768.73	$9,945.88
Senior Fiscal Analyst	$9,298.35	$11,904.18
Senior GIS Analyst	$9,053.68	$11,590.94
Senior Human Resources Analyst	$9,741.38	$12,471.36
Senior IT Specialist	$8,519.44	$10,906.98
Senior Management Analyst	$8,453.05	$10,821.98
Senior Media Servs Specialist - AV	$7,860.63	$10,063.54
Senior Planner	$9,431.21	$12,074.26
Software Developer I	$7,376.01	$9,443.10
Software Developer II	$8,113.02	$10,386.66
Utility Billing Supervisor	$6,632.34	$8,491.03

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