



**City Council and Successor Agency  
to the Brea Redevelopment  
Agency Agenda**

Closed Session - 6:30 p.m.  
General Session - 7:00 p.m.

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Tuesday, July 7, 2026, 7:00 PM  
COUNCIL CHAMBERS  
1 Civic Center Circle  
Brea, California 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 that the 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 <https://www.cityofbrea.gov/1857/Meetings-and-Agendas>. 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 public comments. Public comments may be made during public hearing items or during designated agendized and non-agendized public comment periods. Public comments are limited to five (5) minutes per speaker, unless a different time is announced by the Mayor/presiding Chair.

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. State law generally prohibits the City Council from responding to or acting upon matters not listed on this agenda. Council rules prohibit clapping, booing, or shouts of approval or disagreement from the audience.

**In-Person Option** – Members of the public can provide in-person comments in the Council Chambers. Speakers who wish to address the Council must do so by submitting a speaker card. Members will be called on in the order that cards are received, and all in-person public comments will be heard prior to virtual public comments.

**Virtual Option** – Members of the public may provide live comments during the designated public comment period by Zoom or conference call. To join by Zoom, click the following link or enter it into your web browser <https://cityofbrea-net.zoom.us/j/82834064814> Meeting ID: 828 3406 4814. To join the conference call, dial (213) 338-8477 and when prompted, enter the Meeting ID followed by "#". You will be prompted by the City Clerk when it is time for each comment period and you may request to speak by raising your hand on Zoom or dialing \*9 from your phone.

**Written Comments** – Written comments may be submitted in advance of the meeting by emailing [cityclerksgroup@cityofbrea.gov](mailto:cityclerksgroup@cityofbrea.gov). Written comments received by 3 p.m. on the day of the meeting will be provided to the Council, made available to the public at the meeting, and 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. A 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](http://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.

**Reminder:** Please silence all cell phones and other electronic equipment while the Council is in session.

### **1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - TIME 6:30 P.M.**

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- 1.A. Call to Order/Roll Call
- 1.B. Public Comment
- 1.C. Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b). Title: City Manager
- 1.D. Conference with Labor Negotiator Pursuant to Government Code Section 54957.6. City Representative: City Attorney Terence Boga. Unrepresented Employee: City Manager.

### **2. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.**

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- 2.A. Call to Order/Roll Call
- 2.B. Pledge of Allegiance
- 2.C. Invocation
- 2.D. Community Announcements
- 2.E. Public Comment - Agenda Items  
The City Council will address comments on agenda items during this section and speakers will be called in the order received. Comments relating to public hearing items will be heard during the public hearing.
- 2.F. Response to Public Inquiries

### **3. CONSENT CALENDAR**

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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. June 16, 2026 Regular City Council Meeting Minutes
  - 1. Approve
- 3.B. June 24, 2026 Special City Council Meeting Minutes
  - 1. Approve

3.C. June 30, 2026 Special City Council Meeting Minutes

- 1. Approve

3.D. Approval of Memorandum of Understanding Between the City of Brea and Two Labor Associations and Amendment to the Executive Compensation Plan, Part-Time Employment and Benefits Policy and the Unrepresented Fire Employee Compensation and Benefit Resolutions.

- 1. Adopt resolutions approving Memorandums of Understanding (MOU's) with the Brea City Employees' Association (BCEA), and the Brea Fire Management Association (BFMA).
- 2. Adopt a resolution approving the amendments to the Executive Compensation Plan, for Executive Employees, superseding Resolution No. 2024-055
- 3. Adopt a resolution approving the amendments to the Part-Time Employment and Benefits Policy, superseding Resolution No. 2023-063.
- 4. Adopt a resolution approving the amendments to the Unrepresented Fire Department employees assigned to Full-Time Ambulance Operator and Firefighter Trainee classifications, superseding Resolution No. 2024-037.

**4. PUBLIC COMMENT - NON-AGENDA ITEMS**

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The City Council will address non-agenda items during this section and speakers will be called in the order received.

4.A. Public Comment - Non-Agenda Items

**5. ADMINISTRATIVE ANNOUNCEMENTS**

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5.A. City Manager

5.B. City Attorney

5.C. Council Requests

**6. COUNCIL ANNOUNCEMENTS**

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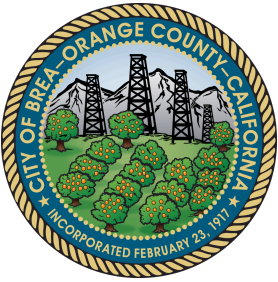
6.A. Council Announcements

**7. ADJOURNMENT**

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7.A. Meeting Adjournment

*Date Posted: July 2, 2026*



# CITY *of* BREA

City Council Regular Meeting  
Communication  
July 7, 2026  
Item No. 3A.

## June 16, 2026 Regular City Council Meeting Minutes

| TO                                       | PREPARED BY                        |
|------------------------------------------|------------------------------------|
| Honorable Mayor and City Council Members | Christina Dizol, Deputy City Clerk |
| DEPARTMENT HEAD APPROVAL                 | CITY MANAGER APPROVAL              |
| Kristin Griffith, City Manager           | Kristin Griffith, City Manager     |

### RECOMMENDATION

Approve

### Attachments

[06-16-2026 - Draft Minutes.pdf](#)

## **Minutes for the City Council Regular Meeting**

1 Civic Center Circle, Brea, California 92821

June 16, 2026

**Roll Call:** *(The following members were in attendance)*

- **Cecilia Hupp**, Mayor
- **Marty Simonoff**, Mayor Pro Tem
- **Christine Marick**, Council Member
- **Blair Stewart**, Council Member
- **Steven Vargas**, Council Member

### **1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - TIME 5:00 P.M.**

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#### 1.A. Call to Order/Roll Call

Mayor Hupp called the Closed Session to order at 5:01 p.m. All members were present with Council Member Stewart participating via Zoom teleconference.

#### 1.B. Public Comment

Alyse DeCavallas, Orange County Employee Association (OCEA) labor relations representative for the Brea City Employee Association (BCEA), spoke about the negotiations, proposals, goals, engagement, wages, and flexible health benefits.

Michelle Rubio, OCEA labor relations representative for BCEA, spoke about the City's observance of Veterans Days and the Police Records holiday leave roll-over proposal.

Tony Rosenstein spoke about turnover within the Water Division, employee training, certification pay, and staff retention.

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 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

1.D. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation. Name of Case: Southern California Edison Company v. Williams Pipeline Contractors; City of Brea (Case Nos. 30-2025-01469382-CU-PO-CJC; 30-2025-01473712-CU-PO-CJC; and 30-2025-01473771-CU-PO-CJC).

1.E. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation. Name of Case: City of Brea v. Schwarze Industries (Case No. 30-2024-01437243-CU-BC-CJC).

1.F. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8. Property: Railroad Corridor Between Palm Street and Berry Channel. City of Brea Negotiators: Public Works Director Michael Ho and Interim Community Services Director Sean Matlock. Negotiating Party: Union Pacific Railroad Company. Under Negotiation: Price and Terms of Payment.

1.G. Conference with Labor Negotiator (California Government Code Section 54957.6). City Representative: City Manager Kristin Griffith. Unrepresented Employee: City Attorney

Mayor Hupp adjourned the Closed Session meeting at 7:04 p.m.

## **2. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - TIME 6:50 P.M.**

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2.A. Call to Order/Roll Call

Study Session was not held.

2.B. Public Comment

2.C. Clarify Regular Meeting Topics

2.D. Council Member Reports/Requests

2.E. Study Session Adjournment

## **3. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.**

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3.A. Call to Order/Roll Call

Mayor Hupp called the General Session to order at 7:08 p.m. All members were present with Council Member Stewart absent.

3.B. Pledge of Allegiance

Mayor Pro Tem Simonoff led the Pledge of Allegiance.

3.C. Invocation: Pastor Ernie Benavidez, The Cause Church

Pastor Ernie Benavidez, The Cause Church, led the invocation.

3.D. Report - Prior Study Session

Study Session was not held, but City Manager Griffith announced that Item 4K, Legal Services Agreement with Richards, Watson & Gershon (RWG), would be continued to a future meeting.

### 3.E. Community Announcements

Mayor Pro Tem Simonoff announced that the 4th of July County Fair Block Party will be held at City Hall Park from 7:00 a.m. to 3:00 p.m. He indicated that the event will feature parades, contests, a car show, live entertainment, swimming at The Plunge, and more.

Mayor Hupp reminded the community that the sale, use or discharge of fireworks strictly prohibited in Brea. She encouraged residents who are able to identify the exact location of someone using fireworks to contact the Brea Police Department's non-emergency line at (714) 990-7911.

Council Member Marick announced that the Brea Resource Center will be relocating to the Brea Community Center, located at 695 E. Madison Way.

Council Member Vargas invited the community to attend this summer's Family Films series on Friday nights. He indicated that Early Man will be shown on Friday, June 19th at City Hall Park.

Mayor Hupp spoke about the Mayor's Youth Community Service Award program and recognized the Mayor's Youth Award participants for their volunteering efforts.

### 3.F. Community Development/Public Works Update

Assistant City Manager/Community Development Director Killebrew provided an update on the Brea 265 project, a new warehouse building project, and announced the opening of new businesses this month.

Public Works Director Ho provided an update on the development of the Arovista Park Project and encouraged the community to visit the City's website for more information. He also provided an update on the Palm Street Paving project.

### 3.G. Matters from the Audience

Linda Cho spoke about participating in the 2026 Miss California USA Pageant as Miss Brea USA.

Denise Eby commented on the legal services agreement and lease agreement for Richards, Watson, & Gershon (RWG).

Craig Farris commented on his support for the upcoming potential Costco development.

Scott Hupp spoke about the upcoming Mayor's Cup Golf Tournament taking place on September 14, at the Western Hills Country Club in Chino Hills.

Mark Whaling spoke about heli-hydrants in and near Brea.

Linda Criner spoke in opposition to the upcoming potential Costco development and its effect on traffic.

Mark Strom commented on public records recently obtained, Economic Development Agreement, potential Costco development, city financials, and transparency.

Michael Burns commented on city staff, support for potential Costco development, City revenue, and affordable housing.

Gary Burtain spoke about legal services agreement for Richards, Watson, & Gershon (RWG).

Alyse DeCavallas, a representative of the Brea City Employees' Association (BCEA) and the Association's lead negotiator with the City, spoke on behalf of BCEA regarding employee contributions and the Association's priorities related to wages, benefits, and policy updates.

Ellen Moeller commented on City staff responsibilities, staff retention, and contract negotiations.

James Caspio commented on staff retention, contract negotiations, and certification pay.

Kevin Rush from Orange County Employee Association commented on staff compensation and contract negotiations.

Tony Rosenstein commented on employee retention, staff compensation, and contract negotiations.

Bill Klovstad commented recent fire incident and legal services agreement for Richards, Watson, & Gershon (RWG).

Michael Soto commented on the support for public servants and the contract negotiations.

Bradly Brown commented on the Brea Fire Fighters contract negotiations and staff retention.

Dwight Manley commented on Beckman property, Economic Development Agreement, and potential Costco development.

### 3.H. Response to Public Inquiries

City Manager Griffith responded to public inquires regarding the RWG contract and lease agreement. She indicated that the item will be discussed at a future meeting.

City Attorney Boga responded to public inquires regarding RWG billing, travel expenses, and the lease agreement.

## 4. CONSENT CALENDAR

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**A motion was made by Mayor Pro Tem Simonoff and seconded by Council Member Vargas to approve Consent Calendar items 4A -4M, excluding item 4K. Motion passed 4-0-1-0 (Ayes: Hupp, Simonoff, Marick, Vargas. Absent: Stewart)**

### 4.A. June 2, 2026 Regular City Council Meeting Minutes

The City Council approved the June 2, 2026 Regular City Council Meeting Minutes as written.

### 4.B. Fiscal Year 2026-27 Appropriations Limit

The City Council adopted Resolution No. 2026-44 approving the Fiscal Year 2026-27 Appropriations Limit.

### 4.C. Approval of Fiscal Year 2026-27 Property Tax Rate to Fund the City's Paramedic Program



The City Council adopted Resolution No. 2026-45, establishing the tax rate on taxable property within the City of Brea for the Fiscal Year 2026-27 necessary to maintain a mobile intensive care program, known as paramedics, within the City of Brea and certifying this rate of taxation to the Orange County Auditor-Controller.

#### 4.D. Second Reading of Ordinances - Brea 2050 Focused General Plan Update and Brea Core Specific Plan

The City Council waived full reading of and adopted Ordinance No. 1274, "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. 2026-01 for implementation of the Brea 2050: Focused General Plan Update and the Brea Core Specific Plan;" an Ordinance of the City of Brea approving ZOTA No. 2026-01 to amend Chapters 20.04, 20.11, and 20.258 for updates to the mixed-use zoning districts; and waived full reading of and adopted Ordinance No. 1275, "An Ordinance of the City of Brea Approving Zone Change No. 2026-01 for Implementation of the Brea 2050: Focused General Plan Update and Brea Core Specific Plan;" an Ordinance of the City of Brea approving ZC No. 2026-01, to change the zoning for certain properties to Mixed-Use 50 (MU-50), Mixed-Use 18 (MU-18), Public Facilities (PF), and Parks/Recreation/Open Space-Parks/Recreation (PRO-P/R), Brea Core Specific Plan (BCSP).

#### 4.E. Second Reading of Zoning Ordinance Text Amendment (ZOTA) No. 2026-02

The City Council waived full reading of and adopted Ordinance No. 1276 title, "An Ordinance of the City Council of the City of Brea amending the Brea City Code by adopting Zoning Ordinance Text Amendment No. ZOTA 2026-02 (Omnibus Code Update) and approving a CEQA exemption determination"; and approved a California Environmental Quality Act (CEQA) exemption determination.

#### 4.F. Easement and Compactor Sharing Agreement between the City of Brea, Regal Cinemas, Inc., Reality Income Trust 4, and MF Entertainment, LLC.

The City Council approved an easement and compact sharing agreement with Realty Income Trust 4 (property owner of 155 W. Birch St.), MF Entertainment, LLC (property owner of 245 W. Birch St.), and Regal Cinemas, Inc. (Lessor of building at 155 W. Birch St.); and authorized the Mayor or execute the documents.

#### 4.G. Parking Lot Use Agreement between the City of Brea and the Brea Olinda Unified School District for 220 South Orange Avenue

The City Council approved a one-year parking lot use agreement with Brea Olinda Unified School District for use of a parking lot located at 220 South Orange Avenue.

#### 4.H. ActiveNet Software Agreement

The City Council approved a three (3) year agreement with Active Network, effective July 1, 2026, with optional three (3) year renewals at the end of each term, to provide ongoing software and support for the Community Services recreation program, ActiveNet; and authorized the City Manager or designee to execute the agreement.

#### 4.I. Citywide Janitorial Services Agreement

The City Council awarded a contract to K Pro Stone Care for Citywide Janitorial Services, in the amount not to exceed \$395,868.00 per year, for a period of three (3) base years; and authorized the City Manager to approve up to four (4) additional one (1) year extensions.

#### 4.J. Landscape Maintenance Services Agreement

The City Council awarded a contact to Mariposa Landscapes, Inc., for Landscape Maintenance Services in the amount not to exceed \$510,323.50 per year, for a period of three (3) base years; and authorized the City Manager to approve up to four (4) additional one (1) year extensions.

#### 4.K. Legal Services Agreement with Richards, Watson & Gershon (RWG)

This item was removed from the Consent Calendar and will return at a later date.

#### 4.L. Monthly Report of Investments for the City of Brea for Period Ended May 31, 2026

The City Council received and filed the Monthly Report of Investments for the City of Brea for the Period ended May 31, 2026.

#### 4.M. May Outgoing Payment Log and City Disbursement Registers for May 29, and June 5, 2026

The City Council received and filed the May Outgoing Payment Log and City Disbursement Registers for May 29, and June 5, 2026.

### 5. CITY/SUCCESSOR AGENCY - CONSENT

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**A motion was made by Mayor Pro Tem Simonoff and seconded by Council Member Vargas to approve the City/Successor Agency Consent item 5A. Motion passed 4-0-1-0 (Ayes: Hupp, Simonoff, Marick, Vargas. Absent: Stewart).**

#### 5.A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended May 31, 2026

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for period ended May 31, 2026.

### 6. PUBLIC HEARING

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#### 6.A. Annual Public Hearing to Review Full-Time Vacancies and Recruitment and Retention Efforts in Compliance with Assembly Bill 2561

Human Resource Analyst Munoz provided a presentation on the item. She reviewed AB 2561 requirements, Brea vacancy percentage per bargaining group as of June 8, 2026, vacancy breakdown per bargaining group, recruitment challenges and strategies, and retention efforts.

Mayor Hupp opened the Public Hearing.

Seeing no members of the public wishing to address the Council, Mayor Hupp closed the Public Hearing.

A motion was made by Mayor Pro Tem Simonoff and seconded by Council Member Vargas to receive and file the full-time vacancy report in compliance with Assembly Bill (AB) 2561.

## **7. ADMINISTRATIVE ANNOUNCEMENTS**

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7.A. City Manager

None.

7.B. City Attorney

7.C. Council Requests

None.

## **8. COUNCIL ANNOUNCEMENTS**

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8.A. Council Announcements

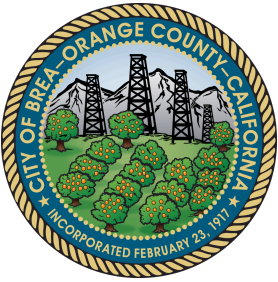
Council Member Vargas spoke about RWG contract, travel expenses, and lease agreement.

## **9. ADJOURNMENT**

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9.A. Meeting Adjournment

Mayor Hupp adjourned the General Session at 8:33 p.m.



# CITY *of* BREA

City Council Regular Meeting  
Communication  
July 7, 2026  
Item No. 3B.

## June 24, 2026 Special City Council Meeting Minutes

| TO                                       | PREPARED BY                    |
|------------------------------------------|--------------------------------|
| Honorable Mayor and City Council Members | Victoria Popescu, City Clerk   |
| DEPARTMENT HEAD APPROVAL                 | CITY MANAGER APPROVAL          |
| Kristin Griffith, City Manager           | Kristin Griffith, City Manager |

### **RECOMMENDATION**

Approve

### **Attachments**

[06-24-2026 - Draft Minutes.pdf](#)

## **Minutes for the City Council Special Meeting**

1 Civic Center Circle, Brea, CA 92821

June 24, 2026

**Roll Call:** *(The following members were in attendance)*

- **Cecilia Hupp**, Mayor
- **Marty Simonoff**, Mayor Pro Tem
- **Christine Marick**, Council Member
- **Blair Stewart**, Council Member
- **Steven Vargas**, Council Member

### **1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 9:00 A.M.**

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#### 1.A. Call to Order/Roll Call

Mayor Hupp called the special Closed Session to order at 9:00 a.m. All members were present.

#### 1.B. Public Comment

None.

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 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

Mayor Hupp adjourned the Closed Session at 10:05 a.m.

### **2. GENERAL SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 10:00 A.M.**

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#### 2.A. Call to Order/Roll Call-

Mayor Hupp called the special General Session to order at 10:06 a.m. All members were present.

#### 2.B. Pledge of Allegiance-

Council Member Stewart led the Pledge of Allegiance.

#### 2.C. Proclamation: America 250

Council Member Stewart presented the proclamation in recognition of the 250th anniversary of the foundation of our nation.

2.D. Matters from the Audience-

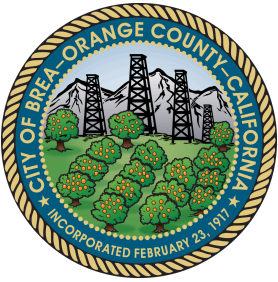
None.

2.E. Response to Public Inquiries-

None.

2.F. Meeting Adjournment

Mayor Hupp adjourned the General Session at 10:09 a.m.



# CITY *of* BREA

City Council Regular Meeting  
Communication  
July 7, 2026  
Item No. 3C.

## June 30, 2026 Special City Council Meeting Minutes

| TO                                       | PREPARED BY                    |
|------------------------------------------|--------------------------------|
| Honorable Mayor and City Council Members | Victoria Popescu, City Clerk   |
| DEPARTMENT HEAD APPROVAL                 | CITY MANAGER APPROVAL          |
| Kristin Griffith, City Manager           | Kristin Griffith, City Manager |

### RECOMMENDATION

Approve

### Attachments

[06-30-2026 - Draft Minutes.pdf](#)

## **Minutes for the City Council Special Meeting**

1 Civic Center Circle, Brea, CA 92821

June 30, 2026

**Roll Call:** *(The following members were in attendance)*

- **Cecilia Hupp**, Mayor
- **Marty Simonoff**, Mayor Pro Tem
- **Christine Marick**, Council Member
- **Blair Stewart**, Council Member
- **Steven Vargas**, Council Member

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

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#### 1.A. Call to Order/Roll Call

Mayor Hupp called the Closed Session to order at 11:02 a.m. All members were present.

#### 1.B. Public Comment

None.

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

Mayor Hupp adjourned the Closed Session at 11:15 a.m.

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

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#### 2.A. Call to Order/Roll Call

Mayor Hupp called the General Session to Order at 11:15 a.m. All members were present.

#### 2.B. Pledge of Allegiance

Council Member Vargas led the Pledge of Allegiance.

#### 2.C. Matters from the Audience

None.



## 2.D. Response to Public Inquiries

None.

## 3. CONSENT CALENDAR

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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.

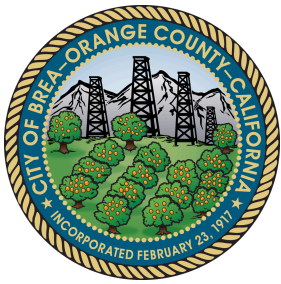
The City Council adopted Resolution Nos. 2026-046, 2026-047, and 2026-048 approving Memorandums of Understanding (MOU's) with the Administrative and Professional Employees' Association (APEA), the Brea Management Association (BMA), and the Brea Police Management Association (BPMA); acknowledged agreement on the Executive's Compensation Plan and Part-Time employee updates; and directed staff to prepare Resolution for consideration at a future Council meeting.

## 4. ADJOURNMENT

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4.A. Meeting Adjournment-

Mayor Hupp adjourned the General Session at 11:17 a.m.



# CITY *of* BREA

**City Council Regular Meeting  
Communication  
July 7, 2026  
Item No. 3D.**

**Approval of Memorandum of Understanding Between the City of Brea and Two Labor Associations and Amendment to the Executive Compensation Plan, Part-Time Employment and Benefits Policy and the Unrepresented Fire Employee Compensation and Benefit Resolutions.**

| 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 Brea City Employees' Association (BCEA), and the Brea Fire Management Association (BFMA).
2. Adopt a resolution approving the amendments to the Executive Compensation Plan, for Executive Employees, superseding Resolution No. 2024-055
3. Adopt a resolution approving the amendments to the Part-Time Employment and Benefits Policy, superseding Resolution No. 2023-063.
4. Adopt a resolution approving the amendments to the Unrepresented Fire Department employees assigned to Full-Time Ambulance Operator and Firefighter Trainee classifications, superseding Resolution No. 2024-037.

## **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 try and reach an agreement on 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 (APEA, BMA, and BPMA) and the City Council approved their MOU's during a Special Meeting on June 30, 2026. The City's negotiating team and two of the remaining three bargaining groups have now reached a Tentative Agreement. The following associations have ratified these agreements and are ready for City Council consideration: the Brea City Employees' Association, and the Brea Fire Management Association.

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 BCEA, and BFMA 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. These are the same terms that were negotiated with APEA, BMA, and BPMA.

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.

As is typical during negotiations, these MOU contract revisions include clean-up language throughout the agreements to remove 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.

#### *Executive Compensation Plan*

Periodically, the City Council also updates the Executive Compensation Plan and the Part-Time Employment and Benefits Policy through amendments to reflect changes in salaries and benefits affecting our employees, so terms are consistent with the same types of benefits available to all labor groups. The proposed amendments to this category of employees include a salary increase of two and a half percent (2.5%), effective July 4, 2026, and July 3, 2027, respectively. These resolutions also include clean-up language identified during the review process.

The proposed amendment also includes an increase to the City's health plan flexible benefit amount from \$1,600 per month to \$2,100. Other revisions include updated language under the Wellness Program to align with the rest of the organization, Sick Leave and Bereavement Leave section updates to comply with new leave laws and clean-up language has been included to reflect that Executives are designated as at-will employees.

#### *Part-Time Employment and Benefits Policy*

The proposed salary increase will affect part-time hourly employees who are not in a classification series tied to the State of California minimum wage increases. Other updates to the Part-Time Policy included clean-up language for out-of-date provisions to reflect current practices and past changes that are now in place. There are no substantial changes associated with these updates.

On May 21, 2024, the City Council approved and adopted Resolution No. 2024-037, adopting a Compensation and Benefits plan for full-time equivalent unrepresented employees assigned to the Ambulance Operator Classification.

Since the adopted Resolution became effective, the Fire Department and Human Resources have identified clean-up language to reflect current operations. The proposed amendment includes a salary increase of two and a half percent (2.5%), effective July 4, 2026, and July 3, 2027, respectively. In addition, the City's health plan flexible benefit amounts are increased to \$150, \$425, and \$550 per month, depending on the employee's family status.

Some examples of proposed clean-up language include a revision to Section 3. Leave Time Benefits part B. Holidays, which will remove the current language and replace it with revised language in line with shift employees. Other proposed revisions include language under the Sick Leave and Bereavement Leave sections in order to comply with new state sick leave laws.

To ensure consistency with the unrepresented employees in the Fire Department, the amended resolution will add the Firefighter Trainee classification. This non-sworn classification is the entry-level firefighter training position, while employees complete the department specific Fire Academy that lasts about five (5) weeks. Once they have completed their basic training, employees are promoted to the public safety sworn position of Firefighter, which is represented by the Brea Fire Association.

#### **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 remain competitive in the current labor market if Brea is to continue attracting and retaining quality public sector and public safety employees amid a challenging economic landscape.

The City's bargaining team has been meeting in good faith with BCEA, and BFMA 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 BCEA, and BFMA through June 30, 2028. These contracts will provide both sides with some measure of stability over the next two years. The estimated net financial impact to the General Fund related to the agreements with BCEA, and BFMA, including corresponding benefits to the Executive Compensation Plan and Part-Time Employment and Benefits Policy resolutions, is \$525,455 over the two years from FY 2026-27 through June 30, 2028 (FY 2027-28).

There are sufficient funds in the adopted budget to cover these costs for FY 2026-27. Staff will return during the next budget cycle to provide updated information as FY 2025-26 is finalized with actual year-end amounts, along with any necessary recommendations.

### **Attachments**

[Resolution No. 2026-XXX & PT Benefit Policy FINAL.pdf](#)

[Resolution No 2026-XXX - Executive Compensation Plan Amendment FINAL](#)

[Resolution No 2026-0XXX Fire Unrepresented FINAL](#)

[Resolution No. 2026-XXX - BCEA & MOU FINAL 7-2-2026.pdf](#)

[Resolution No. 2026-XXX - BFMA & MOU FINAL 7-2-2026.pdf](#)

**RESOLUTION NO. 2026-XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE EXISTING PART-TIME EMPLOYMENT AND BENEFITS POLICY**

**A. Recitals.**

- (i) Section 2.08 of the Brea Municipal Code provides that the City Council shall prepare, revise and maintain a position classification plan covering all positions within the classified services, including employment standards and qualifications for each classification.
- (ii) It is necessary, from time to time, to review and adjust the compensation Plan to ensure the efficient and economical operation of the various City Departments.
- (iii) It is the intent of the City Council to revise the existing compensation plan pertaining to part-time classifications.

**B. Resolution.**

**NOW THEREFORE**, it is found, determined and resolved by the City Council of the City of Brea to:

- (i) Amend the City's existing Part-Time Employment and Benefits Policy to make salary adjustments to part-time hourly employees who are not in a classification series tied to the State of California minimum wage increases and non-substantive language cleanup.

**APPROVED and ADOPTED THIS 7<sup>th</sup> DAY OF July 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 7<sup>th</sup> day of July, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

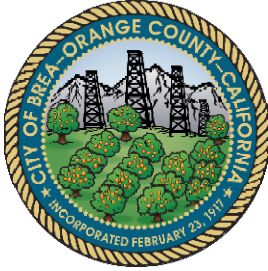
ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Victoria Popescu, City Clerk

**RESO NO. 2026-\_\_**  
July 7, 2026



## **PART-TIME EMPLOYMENT AND BENEFITS POLICY**

**Amended July 7, 2026**

**Resolution No. 2026-**

### **Section 1— DEFINITIONS**

- A. Part-time regular employment is defined as generally working less than forty (40) hours per week during a fiscal year, on a year-round, regular, pre-arranged schedule.
- B. Part-time intermittent employment is defined as generally working less than forty (40) hours per week, during a fiscal year, on a seasonal or temporary basis.
- C. Part-time employment refers to both regular and intermittent part-time status, whether assigned to full-time equivalent or part-time classifications.
- D. Interim appointment refers to a temporary appointment of up to six (6) months for a part-time position, of a person possessing the minimum qualifications last established for a particular classification other than eligibility by examination and who has been appointed to a position in that classification in the absence of available eligibles.
- E. Provisional appointment refers to the temporary appointment of up to six (6) months for a full-time position, of a person possessing the minimum qualifications last established for a particular classification other than eligibility by examination and who has been appointed to a position in that classification in the absence of available eligibles.

### **Section 2—SALARY AND COMPENSATION**

- A. Salary Plan—Human Resources will survey part-time classifications as needed and make recommendations for appropriate salary adjustments to the City Manager. Also, the part-time classification specifications (job descriptions) will be reviewed and updated as necessary by Human Resources. Part-time wage rates and benefits are established by the City Council based on the recommendation of the City Manager.
- B. Effective the first full payroll period commencing on or after July 1, 2026, the “base salary” of each employee covered by this policy shall be increased by two and a half percent (2.5%) across the board for all members except for those classifications that are in a classification series tied to the state minimum wage requirements.

Effective the first full payroll period commencing on or after July 1, 2027, the

“base salary” of each employee covered by this policy shall be increased by two and a half percent (2.5%) across the board for all members except for those classifications that are in a classification series tied to the state minimum wage requirements.

- C. Salaries effective the first full payroll period commencing on or after July 1, 2026, are listed in Exhibit “A” and salaries effective the first full payroll period commencing on or after July 1, 2027, are listed in Exhibit “B”, attached hereto and made a part thereof.
- D. Minimum Wage Increase— All classifications subject to minimum wage shall be adjusted pursuant to all state-mandated minimum wage increases. Any classification in a series, shall be adjusted to maintain a minimum of ten percent (10%) between the classifications due to compaction issues caused by its subordinate receiving a minimum wage increase.
- E. Work Period/Overtime—Part-time employees shall be paid on a straight-time basis for the actual number of hours worked except that, non-exempt part-time employees shall receive overtime compensation in accordance with the Fair Labor Standards Act. An employee’s work period for the calculation of overtime pay shall be a seven (7) day period. An employee shall be paid at the rate of one-and-one half (1½) times the employee’s hourly rate for all hours worked in excess of forty (40) in the seven (7) day work period. These hours shall be referred to as “overtime” hours. Employees working an alternate (i.e., 9/80 or 4/10) work schedule shall be paid at the rate of one-and-one half (1½) times the employee’s hourly rate for all hours worked in excess of forty (40) in the designated alternate work period.
- F. Salary on Appointment
  - 1. Part-time employees on the part-time classification salary schedule shall be initially appointed no higher than Step three (3) of the seven (7) step range. If recruitment difficulties are encountered, or qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interests, appointment at a higher rate in the salary range may be authorized by the City Manager or designee.
  - 2. Part-time employees on a full-time classification salary range shall be initially appointed no higher than Step five (5) on the salary range. If recruitment difficulties are encountered, or qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interests, appointment at a higher rate in the salary range may be authorized by the City Manager or designee.
- G. Salary Upon Appointment to a Full-Time Position—Part-time employees appointed to full-time positions in the same job classification shall be compensated at the same salary step as they are receiving in the part-time



position. In the event the full-time appointment is made within ninety (90) calendar days preceding the employee's next merit review date, placement on the higher salary range may, with the approval of the City Manager, be two and one-half percent (2½%), five percent (5%), or seven and one-half percent (7½%) above the salary currently earned, and must be justified by a performance evaluation.

H. Merit Salary Advancement— Employees who have not reached the top step of the assigned salary range for their classification shall be eligible for a merit increase as delineated below.

1. Part-time employees shall be eligible for a merit increase only after completion of either: a) a minimum of one (1) years' service; or b) if on an intermittent basis, the lapse of one (1) year (working at least 250 hours) since the original appointment and/or previous performance review date. The review date will automatically be adjusted forward by Human Resources to reflect periods of leave of absence without pay.

The effective date of a part-time employee's annual merit increase shall be the employee's anniversary date.

2. Part-time employees are subject to the City's Personnel Rules and Regulations as they apply to merit increases. However, for exceptional performance, out-of-phase merit increases may be granted as recommended by the Department Director and approved by the City Manager or designee. Instances of out-of-phase increases will be infrequent and shall be limited to classes listed on the part-time classification salary schedule.

I. Bilingual Pay—Regular part-time employees required to speak, read and/or write in Spanish or a language other than English as part of the regular duties of their positions will be compensated at the rate of fifty-eight cents (\$0.58) per hour in addition to their rate of regular pay.

1. Human Resources shall administer the taking of competency tests to certify the employee's proficiency in speaking, reading, or writing Spanish or another approved language. Certification of competency shall be a precedent to qualifying for bilingual pay.
2. There shall be a limit of twelve (12) part-time regular employees who may receive bilingual pay at any one time.
3. All regular part-time employees receiving bilingual pay must be recertified immediately prior to each bilingual anniversary date to continue to be eligible for the additional pay. If the employee fails to reapply or to become recertified prior to the employee's anniversary date, the bilingual pay will cease at the beginning of the payroll period immediately following

the employee's anniversary date. The employee is responsible for initiating the request for eligibility or recertification.

4. 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 (1) 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 (1) year has passed and has no immediate need for additional bilingual employees, the employee will have their name placed on a waiting list.
5. After two (2) consecutive years of successful recertification, the part-time regular employee shall only be required to participate in the recertification process every four (4) years.

J. Uniform Allowances for Part-Time Regular Employees

For part-time regular employees in the following full-time classifications, the City shall provide an annual lump-sum uniform allowance equivalent to one-half of the allowance provided to full-time employees in the same job classifications, as provided in the respective MOUs:

- Police Records Clerk
- Police Records Technician
- Police Property/Evidence Technician
- Administrative Clerk I/II (only when assigned to Police or Fire Department uniformed positions)
- Parking Control Officer
- Jailer
- Public Safety Dispatcher I/II (except full-time employees assigned as intermittent Dispatcher)

Uniform allowance shall be paid to the employee on a regular pay day in July each year. Newly appointed part-time regular employees in the classifications listed above shall receive an initial uniform allowance of \$350, unless newly hired between January and June of any year. If the employee is hired between January and June, the \$350 will be prorated by the percentage of months remaining until July (i.e., 1/6<sup>th</sup> of the amount per month). Thereafter, the employee shall receive the annual allowance as described above. Police Cadets shall receive a voucher in the amount of \$250 for the provision of uniforms.

K. Court On-Call Pay for Part-time Regular Employees

For part-time regular employees in the full-time equivalent Jailer classification, the City shall compensate the subpoenaed employee at their regular straight-time hourly rate for one (1) hour or the actual number of hours the employee appears in court, whichever is greater.

- L. Work Shoe Reimbursement—For employees in the following part-time regular classifications, the City shall provide an annual lump-sum work shoe allowance to field maintenance services employees for the cost of safety/work shoe/boots in an allowance equivalent to one-half, \$125, of the allowance provided to full-time employees (currently \$250) in the same job classifications, as provided in the respective MOUs:

- Maintenance Worker I/II
- Water Distribution Operator I/II
- Facilities Worker (when assigned to Brea Downtown)

The work shoe allowance shall be paid directly to the employee on a regular pay day in July of each year. Newly appointed part-time regular employees in the classifications listed above shall receive an initial work shoe allowance of \$125, unless newly hired between January and June of any year. If the employee is hired between January and June, the \$125 will be prorated by the percentage of months remaining until July (i.e., 1/6<sup>th</sup> of the amount per month). Thereafter, the employee shall receive the annual allowance as described above.

- M. Special Assignment and Compensation—A Police Cadet may be appointed to a Senior Police Cadet special assignment at the sole discretion of the Police Chief provided the employee meets the established minimum qualifying criteria, their performance in their current assignment has been satisfactory, and they are physically capable of performing the duties of the special assignment. Once appointed, an employee may be removed from a special assignment by the Police Chief if the employee no longer meets the minimum qualifying criteria, and/or their performance in the special assignment has been unsatisfactory, and/or the employee is rendered physically incapable of performing the duties of the special assignment and/or the Police Chief determines that removal from the special assignment is in the professional interest of the employee and/or the Department and/or the community being served. Additions or reductions in the number of special assignments shall be determined by the City based upon budgetary and staffing needs. All special assignment pay shall be effective for only as long as the duty assignment remains in effect for the employee.

Part-time regular Police Cadets appointed to the Senior Police Cadet assignment shall receive special assignment pay of five percent (5%) in addition to their regular rate of pay.

- N. Working out of Classification Pay— Part-time regular employees may work up to twenty (20) days in a fiscal year without additional compensation. Part-time regular employees who are assigned to work on a temporary basis in a higher classification for a total of twenty-one (21) days or more in a fiscal year, as specifically assigned by the Department Director, shall receive five percent (5%) in addition to the employee's regular rate of pay. The additional pay shall commence on the twenty-first (21<sup>st</sup>) calendar day of working within the assignment.

Shift Differential Pay— Part-time employees in the classification of Maintenance Worker I/II with a regularly scheduled shift between 6:00 p.m. Friday through 6:00 a.m. Monday, shall receive five percent (5%) shift differential pay on top of their hourly wage.

### **Section 3—BENEFITS**

A. Federal/State Mandated Programs—All part-time employees shall participate in the City's benefit programs only to the extent required by State or Federal law or as provided in this policy. Current State or Federally mandated benefit programs include retirement, Workers' Compensation, unemployment insurance, and for all part-time employees hired on or after April 1, 1986, Medicare.

B. Retirement

1. Public Employees' Retirement System—All part-time employees enrolled in the Public Employees' Retirement System (CalPERS) prior to July 1, 2000, shall pay the employee's CalPERS monthly contribution per the following schedule:

Effective the first full pay period beginning on or after 9/1/16, the employee shall pay seven percent (7%) of the employee CalPERS retirement contribution, the City shall make no (0%) employee CalPERS retirement contribution.

Implementation of the above reductions in City funding of the employee CalPERS retirement 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).

2. 1959 Survivor Benefit—The PERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The part-time 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.

3. Effective the first pay period beginning on or after 9/1/2016, employees will contribute seven and a half percent (7.5%) of their salary to a deferred compensation plan and the City will make no (0%) employee contribution.

C. Medical Insurance—Certain part-time employees may be eligible to participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) Program for medical insurance. To be eligible, employees must meet CalPERS PEMHCA requirements (e.g., must work at least half-time and have a permanent appointment or a "limited term" appointment with a duration of more than six months.) Effective 1/1/2026, the City's contribution toward CalPERS health

insurance premiums for these eligible and participating part-time employees shall be \$162 per month.

- D. Affordable Care Act (ACA)—In accordance with the ACA, the City will provide a medical insurance benefit to those employees who qualify under the ACA. The amount of the stipend will be a minimum of the amount established by CALPERS regulation (currently \$162 monthly), up to an amount required to make the premium “affordable” as delineated in the ACA. Qualification and premium contribution for coverage under the ACA is determined annually.
- E. Dental Insurance—Part-time regular employees may participate in the City’s Delta Dental plans. Part-time regular employees who choose to participate in the plan shall pay all premium costs.
- F. Vision Insurance—Part-time regular employees may participate in the City’s EyeMed Vision Insurance plan. Part-time regular employees who choose to participate in the plan shall pay all premium costs.
- G. Section 125 Program—Part-time regular employees may participate in the City’s Internal Revenue Section 125 Plan, which permits employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses, or both. Part-time regular employees who choose to participate in the program shall pay all program administration costs and/or fees.
- H. Short-Term Disability/Critical Illness—Part-time regular employees may participate in the City’s Short-Term Disability and/or Critical Illness plans. Part-time regular employees who choose to participate in the plan(s) shall pay all premium costs.
- I. Cancer/Accident Indemnity—Part-time regular employees may participate in the City’s Cancer and/or Accident Indemnity plans. Part-time regular employees who choose to participate in the plan(s) shall pay all premium costs.
- J. Pet Insurance—Part-time regular employees may participate in the City’s Nationwide Pet Insurance plan. Part-time regular employees who choose to participate in the plan shall pay all premium costs.
- K. 457 Deferred Compensation Program—In lieu of a social security contribution, all part-time regular and part-time intermittent employees that are not in the CalPERS retirement system must participate in the City’s 457 deferred compensation program. The mandatory minimum contribution is seven and a half percent (7.5%).
- L. Voluntary 457 Deferred Compensation Program—Part-time regular employees may participate in any City 457 deferred compensation program by contributing up to a maximum of one hundred percent (100%) of their earnings (not to exceed

the IRS maximum allowed per year). Regular part-time employees shall pay any costs and/or contributions associated with participating in this program.

- M. Employee Assistance Program—Part-time regular and part-time intermittent employees shall be included in the City's Employee Assistance Program.
- N. Credit Union—Part-time employees shall be eligible to join and be members of the Credit Union of Southern California.

#### **Section 4—LEAVE**

- A. Sick Leave for Part-Time Regular Employees—Part-time regular employees shall earn prorated sick leave based on 3.69 hours per eighty (80) hours worked. The sick leave provisions in the City's Human Resources Rules and Regulations shall apply to part-time regular employees. Pursuant to AB 109 (Chapter 164, Labor Code Section 233 of Statutes of 1999), part-time regular employees shall be allowed to use up to a maximum of one-half of the number of sick leave hours they accrue per calendar year for medical and/or dental appointments for qualified family members, and/or illness or death of a qualified family member.
- B. Sick Leave for Part-Time Intermittent Employees—Per California's AB 1522, Part-time intermittent employees who work thirty (30) days or more in a twelve (12) month period will accrue one (1) hour of sick leave for every thirty (30) hours worked, to a maximum of five (5) days or forty (40) hours per year. Employees may use accrued sick leave after ninety (90) days of employment. An employee may use up to a maximum of five (5) days or forty (40) hours, whichever is greater, of sick leave in a twelve (12) month period. An employee can only accrue paid sick leave up to a maximum cap of ten (10) days or eighty (80) hours, whichever is greater, ongoing.
  - 1. Sick Leave Utilization and Qualified Family Member—All part-time employees may use sick leave for the employee's own health condition or preventative care or for that of a qualified family member or a designated person or to obtain relief or services related to being a victim of violence, domestic violence, sexual assault, or stalking.

A Qualified Family Member includes:

- a) Child (regardless of age and dependency status, e.g., biological, adoptive, foster, or by marriage or domestic partnership, and in loco relationships).
- b) Spouse or Registered Domestic Partner
- c) Parent and Parents-in-Law (e.g. biological, adoptive, foster, by marriage or legal guardians or domestic partnership).

- d) Grandparent (e.g. biological, adoptive, foster, by marriage or legal guardians).
  - e) Grandchild (regardless of age and dependency status, e.g., biological, adoptive, foster, or by marriage or domestic partnership, and in loco relationships).
  - f) Sibling (including in-law and by registered domestic partnership).
- C. Sick leave may be used by any part-time employee who is a victim or their family member is a victim of violence, domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).
- D. Vacation Accruals—Part-time regular employees shall earn vacation leave based on years of service as a part-time regular employee as follows:

| <u>Following</u>       | <u>Vacation Accrual</u>        |
|------------------------|--------------------------------|
| Initial Hire           | 3.08 hours per 80 hours worked |
| Completion of 3 Years  | 4.62 hours per 80 hours worked |
| Completion of 10 Years | 5.00 hours per 80 hours worked |
| Completion of 13 Years | 6.16 hours per 80 hours worked |
| Completion of 19 Years | 7.12 hours per 80 hours worked |

Maximum Accrual of Vacation Leave—Part-time regular employees shall be entitled to accrue a maximum of one hundred fifty (150) 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:

- An employee must have used twenty (20) consecutive hours of vacation leave, within one (1) year prior to the date the employee is requesting a vacation buy-back.
- The minimum amount of each buy-back shall be forty (40) hours.
- An employee must maintain a minimum balance of forty (40) hours in their vacation leave bank.

Buy-Back of Vacation Leave Hours for Police Reserve Officer—Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions:

- The minimum amount of each buy-back shall be forty (40) hours.
- An employee must maintain a minimum balance of forty (40) hours in their vacation leave bank.

Vacation Payoff Upon Separation—Upon separation from service, an employee shall be compensated at their current regular rate of pay for any vacation accrued but not taken.

Donation of Leave Time

Part-time regular 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.

- E. Holidays—Part-time regular employees shall be paid four (4) hours for any of the holidays listed below only when the holiday is **observed** on the individual employee's **normally scheduled working day**. If the employee works on the holiday, the employee shall receive the holiday pay in addition to their regular pay. City observed holidays are as follows:

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  
New Year's Day, January 1  
Martin Luther King Jr. Day, third Monday in January  
President's Day  
Memorial Day, last Monday in May

**For Civic & Cultural Center employees, Senior Center employees, and Brea Community Center employees (who work various shifts Monday through Friday)**, the holiday shall be observed on Friday when the actual legal holiday falls on Saturday. The holiday shall be observed on Monday when the actual legal holiday falls on Sunday.

**For Civic & Cultural Center and Brea Community Center employees (who work various shifts Monday through Sunday)**, the holiday shall be observed on the actual legal holiday.

- F. Jury Duty—Part-time regular employees who are required to serve on jury duty will be compensated for jury duty time for up to thirty (30) calendar days. Employees will receive their regular rate of pay only for the days and number of hours they are normally scheduled to work.

Employees should forfeit or pay over to the City any amount received for jury fees except travel and subsistence allowances.



- G. Leave of Absence Without Pay—Subject to the following terms and conditions, the City Manager may grant a leave of absence without pay to a part-time regular employee for a maximum of ninety (90) calendar days if the circumstances of the particular case warrant and if the Department Director so recommends in writing. The employee must exhaust all accrued leave benefits, including vacation and, if applicable, sick leave, before the leave of absence without pay is granted.

When an employee is granted a leave of absence without pay, an effort will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there may be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement.

The period that an employee is on leave of absence without pay is not considered time worked for purposes of determining eligibility for, or the amount of, certain pay and benefits, including but not limited to merit increases, vacation accruals, holiday pay, and service credit. When an employee returns from a leave of absence without pay, the eligibility dates for such benefits will be adjusted forward to reflect the period of leave.

An employee on an approved leave of absence without pay must provide the City with at least seven (7) calendar days written notice of their intent to return to work. If the employee fails for any reason to return to work promptly upon the expiration of an approved leave of absence and has not obtained an extension from the City Manager prior to such expiration date, the employee will be considered to have voluntarily resigned.

During a leave of absence, an employee who engages in outside employment without prior notification and approval of the City Manager shall be subject to termination. Misrepresenting reasons for a leave of absence may also result in termination.

- H. Family Care Leave—The City has implemented a family care leave policy pursuant to the provisions of applicable Federal and State law.
- I. Leave Benefits Upon Change from Part-Time Regular Status to Full-Time Status—Part-time regular employees who are appointed to full-time status shall have their accrued sick leave and vacation leave transferred to full-time leave accrual accounts. These transferred part-time accrual hours shall be converted to full-time leave based on the monetary valuation of the employee's accrued vacation and sick leave at the time of the change in status, using their part-time regular salary rate. The leave anniversary date will be adjusted based on the days worked in the preceding part-time regular status.

Part-time regular employees appointed to full-time status shall be assigned a new anniversary date and shall serve a one (1) year probation pursuant to the Human Resources Rules and Regulations. Part-time regular employees appointed to full-time status shall accrue vacation leave based on the total

number of years as a full-time employee.

- J. Leave Benefits Upon Change from Full-Time Status to Part-Time Regular Status—Full-time employees who convert to part-time status shall be paid at the employee's full-time salary rate for any unused vacation and/or compensatory leave which has accrued while in the full-time status. However, upon written request, employees who convert from full-time to part-time regular status may keep the equivalent of a maximum of forty (40) hours of vacation leave in their accrual accounts. The forty (40) hours of vacation that remain in the employee's accrual account shall be calculated using the employee's part-time regular salary rate. Full-time employees who convert to regular part-time status shall accrue vacation leave based on the total number of years of their service as a part-time regular employee.

Sick leave which has been accrued by the employee during their tenure as a full-time employee, shall be transferred into their part-time regular sick leave accrual account on an hour for hour basis, except that full-time employees who convert to part-time intermittent status forfeit any and all accrued sick leave prior to the effective date of their part-time intermittent appointment and shall begin accruing sick leave per the part-time intermittent sick leave policy.

- K. Change from Part-Time Intermittent Status to Part-Time Regular Status—Part-time employees who convert from intermittent status to regular status shall accrue benefits as if they were a newly hired employee and shall receive part-time benefits pursuant to the policy in place at the time of appointment to regular status and shall maintain their current anniversary date. Part-time intermittent employees who were previously part-time regular status and are reinstated from intermittent status back to regular status within twelve (12) months shall maintain their anniversary and leave accrual dates.
- L. Change from Part-Time Intermittent Status to Full-Time Status—Part-time employees who convert from intermittent status to full-time status shall accrue benefits as if they were a newly hired employee, and shall be assigned a new anniversary date and shall serve a one (1) year probation pursuant to the Human Resources Rules and Regulations.
- M. Change from Part-Time Regular Status to Intermittent Status—Part-time employees who convert from part-time regular status to intermittent status shall be paid off any vacation leave time and shall forfeit any sick leave time balance, in excess of forty-eight (48) hours, at the time of the status change. The employee shall maintain their current anniversary date.
- N. Bereavement Leave—All part-time regular employees who have been employed for at least thirty (30) days shall be eligible for a leave of absence of five (5) working days and without loss of pay, for up to three (3) days of work based upon regularly scheduled hours, upon the death of a qualified family member as defined in Section 4(B) 1. The two (2) unpaid days must be taken during the

three (3) months after the death and three (3) paid days do not have to be taken immediately following the death, but should be taken within a reasonable time.

- O. Unauthorized Leave—An unauthorized absence from work may result in disciplinary action, up to and including termination of employment, in accordance with applicable law and City policies. Employees who are unable to report to work are expected to notify their supervisor as soon as practicable and follow applicable leave request procedures.

In extenuating circumstances, an unauthorized absence may be approved retroactively if the employee submits a written request explaining the circumstances. Retroactive approval of leave, with or without pay, is subject to the approval of the Department Director and the City Manager.

### **Section 5—APPOINTMENTS**

A. Interim Appointments

Interim appointments may be made without recourse to the City's formal selection process and eligible certification provisions. No person may be employed on an interim basis in a part-time regular or part-time intermittent position except as provided below:

- a) As a substitute for a part-time regular or intermittent employee who is absent.
- b) For the duration of any war or national emergency.
- c) When it is impractical or has not been possible to recruit an appointee meeting the standards for part-time regular or intermittent employment.
- d) When the budget appropriation allows for only interim employment.
- e) When it is anticipated that the work of the position will soon cease or that the position will soon be abolished.
- f) Lack of an eligible list or where those on list are not available.
- g) When a state of disaster is declared or such conditions exist which seriously endanger the health, welfare, and safety of the community.
- h) When an employee's extensive illness, injury, or absence creates a hardship on a department and creates a need to temporarily replace the employee.

- i) Such other similar circumstances as approved by the City Manager.
2. Duration of Interim Appointment—An interim appointment shall not exceed six (6) months duration, other than as provided for in Subsection A1(b) of Section 5 above. Successive interim appointments shall not be made.
3. Benefits—Part-time regular employees who accept an interim appointment shall continue to accrue benefits in accordance with this Part-time Employment and Benefits Policy.

**B. Provisional Appointments**

1. A part-time employee may serve in the capacity of a full-time provisional appointment subject to Rule III, Section 9, of the City of Brea Personnel Rules and Regulations.
2. With respect to all other rights and employee benefits, the provisional employee shall be subject to the provisions of the terms and conditions of employment set forth in the Part-time Employment and Benefits Policy and not by the terms and conditions of employment of the full-time classification in which the employee is serving provisionally.
3. Part-time regular employees who accept a provisional appointment shall continue to accrue benefits in accordance with this Part-time Employment and Benefits Policy.

**Section 6—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. Part-time positions can be abolished and/or replaced with full-time positions at the sole discretion of the City.

**Section 7—GRIEVANCE PROCEDURE**

Part-time employees shall be entitled to the City's grievance procedure described in Rule IX of the City's Personnel Rules and Regulations, but only up to the point of Department Director review level. The decision of the Department Director shall be final and conclusive. This procedure does not include the ability to grieve performance reviews or terminations.

**Section 8—EMPLOYEE STATUS**

Part-time employees shall not be afforded the rights, benefits, notice and appeal procedures afforded full-time employees, but instead may be discharged by the appointing authority without cause at any time. All part-time employees shall serve at

the pleasure of the appointing authority.

**Section 9—EFFECTIVE DATE**

All provisions contained in this Part-time Employment and Benefits Policy, unless specifically noted, shall be effective as of July 7, 2026.

**Section 10—INTERPRETATION OF PART-TIME EMPLOYMENT AND BENEFITS POLICY**

In the event there is a dispute of interpretation of this Resolution, the City Manager shall review the facts surrounding the dispute and their decision shall be final and conclusive.

## Exhibit A

**PART-TIME SALARY RANGES**

Effective July 4, 2026

Resolution No. 2026-

| Hourly Pay Rate                   |                |       |       |       |       |       |       |
|-----------------------------------|----------------|-------|-------|-------|-------|-------|-------|
| Classification                    | 1              | 2     | 3     | 4     | 5     | 6     | 7     |
| *Administrative Intern            | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |
| Community Services Coordinator    | 22.49          | 23.05 | 23.63 | 24.22 | 24.82 | 25.45 | 26.08 |
| Community Services Leader         | 18.59          | 19.05 | 19.53 | 20.02 | 20.52 | 21.03 | 21.56 |
| Community Services Shuttle Driver | 24.40          | 25.00 | 25.63 | 26.27 | 26.93 | 27.60 | 28.29 |
| *Community Services Worker        | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |
| Facilities Worker                 | 20.45          | 20.96 | 21.49 | 22.02 | 22.57 | 23.14 | 23.72 |
| Golf Course Specialist            | 32.72          | 33.54 | 34.37 | 35.23 | 36.11 | 37.02 | 37.94 |
| *Lifeguard                        | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |
| Lifeguard/Instructor              | 18.59          | 19.05 | 19.53 | 20.02 | 20.52 | 21.03 | 21.56 |
| *Mail Room Stores Clerk           | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |
| Police Cadet                      | 17.98          | 18.43 | 18.89 | 19.36 | 19.84 | 20.34 | 20.85 |
| Recycling Coordinator             | 32.72          | 33.54 | 34.37 | 35.23 | 36.11 | 37.02 | 37.94 |
| Senior Community Services Leader  | 20.45          | 20.96 | 21.49 | 22.02 | 22.57 | 23.14 | 23.72 |
| Senior Lifeguard/Instructor       | 20.45          | 20.96 | 21.49 | 22.02 | 22.57 | 23.14 | 23.72 |
| Specialist/Inspector              | 16.90 - 100.00 |       |       |       |       |       |       |
| *Technical Intern                 | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |

\* Denotes classification tied to state minimum wage

## Exhibit B

**PART-TIME SALARY RANGES**

Effective July 3, 2027

Resolution No. 2026-

| Hourly Pay Rate                   |                |       |       |       |       |       |       |
|-----------------------------------|----------------|-------|-------|-------|-------|-------|-------|
| Classification                    | 1              | 2     | 3     | 4     | 5     | 6     | 7     |
| *Administrative Intern            | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |
| Community Services Coordinator    | 22.49          | 23.05 | 23.63 | 24.22 | 24.82 | 25.45 | 26.08 |
| Community Services Leader         | 18.59          | 19.05 | 19.53 | 20.02 | 20.52 | 21.03 | 21.56 |
| Community Services Shuttle Driver | 24.40          | 25.00 | 25.63 | 26.27 | 26.93 | 27.60 | 28.29 |
| *Community Services Worker        | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |
| Facilities Worker                 | 20.45          | 20.96 | 21.49 | 22.02 | 22.57 | 23.14 | 23.72 |
| Golf Course Specialist            | 32.72          | 33.54 | 34.37 | 35.23 | 36.11 | 37.02 | 37.94 |
| *Lifeguard                        | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |
| Lifeguard/Instructor              | 18.59          | 19.05 | 19.53 | 20.02 | 20.52 | 21.03 | 21.56 |
| *Mail Room Stores Clerk           | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |
| Police Cadet                      | 17.98          | 18.43 | 18.89 | 19.36 | 19.84 | 20.34 | 20.85 |
| Recycling Coordinator             | 32.72          | 33.54 | 34.37 | 35.23 | 36.11 | 37.02 | 37.94 |
| Senior Community Services Leader  | 20.45          | 20.96 | 21.49 | 22.02 | 22.57 | 23.14 | 23.72 |
| Senior Lifeguard/Instructor       | 20.45          | 20.96 | 21.49 | 22.02 | 22.57 | 23.14 | 23.72 |
| Specialist/Inspector              | 16.90 - 100.00 |       |       |       |       |       |       |
| *Technical Intern                 | 16.90          | 17.32 | 17.76 | 18.20 | 18.65 | 19.12 | 19.60 |

\* Denotes classification tied to state minimum wage

## **RESOLUTION NO. 2026-0XX**

### **A RESOLUTION OF THE CITY OF BREA AMENDING THE EXECUTIVE COMPENSATION PLAN AS AMENDED**

#### **A. Recitals**

(i) Section 9.6(a)(b) of the Brea Municipal Code provides that the City Council shall cause to be prepared, revised, installed and maintained, a positions classification plan covering all positions within the classified service, including employment standards and qualifications for each class and to approve a plan of compensation directly correlated to the position classification plan and a rate or range of pay for each class.

(ii) On November 25, 1992, as amended October 5, 1993, November 7, 1995, December 19, 1995, May 7, 1996, February 17, 1998, September 7, 1999, February 6, 2001, October 16, 2001, September 17, 2002, November 16, 2004, September 20, 2005, September 5, 2006, August 21, 2007, April 20, 2010, June 7, 2011, June 17, 2014, November 17, 2015, May 7, 2019, September 21, 2021, July 19, 2022, November 15, 2022, June 20, 2023, April 2, 2024, April 16, 2024 and July 16, 2024, the CITY OF BREA, a municipal corporation ("CITY" hereinafter) adopted and approved Resolution 92- 124, a "Resolution of the Council of the City of Brea Amending the Executive Compensation Plan as Amended."

(iii) It is the desire of the CITY to amend said Resolution No. 92-124.

(iv) It is necessary from time to time to review and adjust the compensation plan to reflect the changing organizational responsibilities of the City of Brea, to ensure the efficient and economical operation of the various departments, and when possible, to provide compensation that is competitive



in the comparable labor market.

(v) It is recognized that preparing for the succession of key management employees is a critically important component of the Executive Compensation Plan, and that a dynamic and flexible succession plan will promote long-term stability and assist in both the attraction and retention of senior staff.

(vi) All amendments set forth in this Resolution shall be effective July 7, 2026, unless specifically provided herein.

B. Resolution

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

1. Amend the Executive Compensation Plan as follows:

Executive compensation is established by City Council Resolution and may be modified from time to time by additional Resolutions. The information contained herein is valid as of the date indicated on the cover and in the header/footer, and represents Resolution 92-124 and subsequent amendments thereto.

Executive compensation guidelines were reviewed and revised in 1984 based on recommendations in the Final Report of the 1984 Ralph Anderson Compensation Study; in May 1992, by the City Council appointed Blue Ribbon Committee; and again in 1998 by the City Council with assistance from the management consulting firm of Shannon Associates.

**Plan Guidelines**

The Executive Compensation plan is designed to be:

- Competitive and ensure that the City can recruit and retain quality Executives.
- Structured to ensure proper internal relationships between Executives and their

subordinates.

- Responsive to Executive needs, goals, and aspirations.

More specifically, the plan is designed to:

- Reconfirm the City's commitment to pay for performance.
- Ensure that each Executive position is compensated fairly in relation to the labor market and subordinate positions.
- Provide the City with the flexibility to compensate its best Executives above the median of the labor market.
- Provide a systematic and predictable procedure for adjusting Executive salary and benefits on an annual basis.
- Involve Executives in an annual compensation adjustment process, including changes to both salaries and benefits.
- Identify a variety of benefit modifications the City may wish to consider in the future.

## **SECTION I. SALARY**

### **A. Salary Range Format**

The salary ranges for Executives are broad enough to ensure: 1) long-term career growth and flexibility in granting merit increases; and, 2) both the entry and maximum levels of the salary ranges are competitive with the labor market.

The salary range (minimum to maximum) is approximately twenty percent (20%) without specific steps. The maximum of the salary range is set at the median top step in the labor market.

### **B. Annual Salary Range Adjustment**

Effective July of each year, annual adjustments may be made to Executive salary ranges and benefits in recognition of changes in the cost of living, labor market

conditions, and internal relationships and salary and benefit adjustments granted to other City employees. However, Executives shall not be eligible for salary merit adjustments or performance awards until their next anniversary date. All merit salary adjustments and/or performance awards shall be based solely on performance.

**C. Merit Salary Adjustments**

Executives are eligible to receive a merit salary adjustment within the salary range based on performance. This adjustment is granted on each Executive's anniversary date, based on a performance review by the City Manager.

The merit increase budget will be at least as much as would have been available under the step increase system used for other City employees.

The amount of the merit salary increase recommendation for each Executive is based on performance and may vary between zero percent (0%) and ten percent (10%). It is assumed that with good long-term performance, an Executive will reach the maximum of the range in approximately four or five years.

**D. Performance Award Program ("Bonus Pay")**

Annual Performance Awards are available to all qualified Executives who demonstrate exceptional performance of their duties during the prior year. These awards shall be called "Bonus Pay" in accordance with the California Public Employees' Retirement System (CalPERS) definition of reportable special compensation and may be granted to all Executives whose performance is "Outstanding/Superior" or "Exceeds Expectations" during the review period. Bonus Pay shall be recommended and approved by the sole discretion of the City Manager, and shall be based on the achievement of mutually agreed upon goals and objectives which are above and beyond performance expectations. Executive performance will be evaluated, but not limited to the following categories: Customer Service; Leadership, Judgement and

Decision Making; Communication; Planning and Organizing; Accomplishment of Organization and City Council Priorities and Projects and Community Engagement.

At the end of the review period, employees will be rated on their demonstration of competencies, which describes their overall performance for the year, using the following rating scale:

- Outstanding/Superior
- Exceeds Expectations
- Meets Expectations
- Below Expectations

**Outstanding/Superior** - Employee demonstrates particularly excellent sustained performance that is of such high quality that organizational goals have been achieved that would not have been otherwise.

**Exceeds Expectations** - Employee demonstrates unusually good performance that exceeds expectations in critical areas and exhibits sustained support of organizational goals.

**Meets Expectations** - The employee demonstrates good, sound performance that meets organizational goals.

**Below Expectations** - The employee's performance shows development areas that require correction and improvement.

Modifications to the individual's performance plan can be made based on changes in position, business operations or shifts in strategic direction, which may affect the individual's plan or the levels of performance associated with it. The individual's plan should not be changed due to individual preference or actual performance.

**Determining Bonus Pay** – Bonus Pay should be defined under a system that is based on an individual Executive’s performance to achieve exceptional results. Bonus Pay will be paid for individual’s achieving a “Meets Expectations” or higher overall rating performance based on the criteria documented in the City’s annual evaluation.

The amount of the award that an Executive earns is based upon the City Manager’s assessment of the Executive’s achievement of expected results in achieving goals and objectives and their overall performance. The amount of the award is based on the base salary the employee received during the previous review period.

The following table describes a standard Bonus Pay Program at the City of Brea:

**Bonus Pay - Matrix**

| <b>Overall Performance Rating</b> | <b>Bonus Pay</b>                   |
|-----------------------------------|------------------------------------|
| Outstanding / Superior            | 7-10% of base salary               |
| Exceeds Expectations              | 4-6% of base salary                |
| Meets Expectations                | 1 - 3% (Not Reportable to CalPERS) |
| Below Expectations                | 0% (Not Eligible)                  |

Performance awards may not exceed ten percent (10%) of an Executive’s annualized salary range maximum and awards are reported to the CalPERS as earned in the reporting period. In accordance with CalPERS reportable compensation guidelines (CCR 571), Bonus Pays are only reportable to CalPERS for Classic Members; PEPRAs Members are excluded from reporting, but can still be granted Bonus Pay.

Executives shall be eligible to receive Bonus Pay annually on their anniversary date. Bonus Pay will be paid in a lump sum and is not considered part of the

Executive's base salary.

Any combination of merit salary adjustment and Bonus Pay may not exceed ten percent (10%) of the top step of the Executive's applicable salary range.

The purpose and advantages of the Performance Award Program are that:

- It gives the City the flexibility to pay the most productive Executives above the median in the labor market.
- It provides a clear signal that the City wants to encourage and reward exceptional performance standards.
- It targets the group of employees that can have the most significant impact on the City.
- It is cost effective in that the Bonus Pay is not built into the base salary of the Executive for future years.
- It improves the City's ability to recruit and retain quality Executives.

#### **E. Salary**

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%), the salary range shall be as follows:

| Class Title                      | Monthly Salary Range |          |
|----------------------------------|----------------------|----------|
|                                  | Minimum              | Maximum  |
| Administrative Services Director | \$17,806             | \$21,367 |
| Assistant City Manager/Director  | \$20,923             | \$25,107 |
| Community Development Director   | \$16,658             | \$19,991 |
| Community Services Director      | \$15,794             | \$18,952 |
| Deputy City Manager/Director     | \$19,943             | \$23,932 |
| Fire Chief                       | \$19,320             | \$23,184 |
| Police Chief                     | \$20,923             | \$25,107 |
| Public Works Director            | \$16,850             | \$20,220 |

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%), the salary range shall be as follows:

| Class Title                      | Monthly Salary Range |          |
|----------------------------------|----------------------|----------|
|                                  | Minimum              | Maximum  |
| Administrative Services Director | \$18,251             | \$21,901 |
| Assistant City Manager/Director  | \$21,446             | \$25,735 |
| Community Development Director   | \$17,075             | \$20,490 |
| Community Services Director      | \$16,189             | \$19,426 |
| Deputy City Manager/Director     | \$20,442             | \$24,530 |
| Fire Chief                       | \$19,803             | \$23,764 |
| Police Chief                     | \$21,446             | \$25,735 |
| Public Works Director            | \$17,271             | \$20,726 |

Temporary and/or permanent assignments and compensation of Executive Management employees made by the City Manager to effect specific succession planning strategies in the organization shall only be made within the current City Council approved budget authority for the term of the appointment. City Council members shall be consulted by the City Manager prior to making such appointments.

## **SECTION 2. MAJOR HEALTH AND WELFARE BENEFITS**

### **A. Flexible Benefit Plan**

The City's Flexible Benefit Plan shall include for the Executive and eligible dependents, City sponsored: medical insurance, dental insurance, and vision care insurance. The Flexible Benefit Plan may also include, for Executives only, optional life insurance, short-term disability, deferred compensation, education reimbursement (for college-level courses only), and paid administrative leave.

Effective the first full payroll period commencing on or after July 1, 2026, the City's contribution toward Flexible Benefit Plan options is \$2,100 per month.

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Retiree Medical Benefit. Within the \$2,100 monthly Flexible Benefit Plan contribution amount listed above, \$350 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 \$350 per month shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical plan. The parties intend that the entitlement to receive a retiree medical benefit of \$350 per month is a vested benefit for all Executives 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. Thackert, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Effective September 1, 2022, for all new Executives 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 is \$162 for calendar year 2026).

Executives who do not use the full amount of the Flexible Benefit Plan 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 plan, or to apply such amount towards a qualified retirement health savings account.

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 Executive via payroll deductions. The City will continue to pay the administrative fee for the CalPERS Health Insurance Program medical insurance plan.



## **B. Public Employee's Retirement System (CalPERS)**

All employees covered under this Resolution 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. As regards to Classic employees hired on or before City Council adoption of this Resolution, into Executive Management classifications, effective the first full payroll period commencing on or after July 1, 2021, or the date of City Council adoption of this Resolution, whichever is later. The above City-funded Classic Safety employee CalPERS contributions shall be twelve percent (12%) of CalPERS reportable compensation for Safety Executive Management employees. The above City-funded Classic Miscellaneous employee CalPERS contributions shall be seven percent (7%) of CalPERS reportable compensation for Miscellaneous Executive Management employees.

The CalPERS plan in effect for Miscellaneous Executive Management employees hired on or before December 31, 2012, is the 2% @ 55 formula based on the three highest years. The CalPERS plan in effect for Safety Executive Management employees hired on or before June 30, 2011, is 3% @ 50 formula based on single highest year. Safety employees hired between July 1, 2011 and December 21, 2012, shall be on the 2% @ 50 formula. All new Safety employees with no prior CalPERS service hired after January 1, 2013, or with a break in CalPERS service of more than six (6) months will fall under the new PEPPRA formula as required by law. This new Safety Executive Management employees shall be on the 2.7% @ 57 formula. Pursuant to PEPPRA, "new employees" or "new members" hired on or after January 1, 2013, shall individually 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. (PEPPRA normal cost rate for Safety employees in 2026 is 13.75%).

All new Miscellaneous Executive Management employees with no prior CalPERS service hired after January 1, 2013, or with a break in CalPERS service of more than six (6) months will fall under the new PEPRA formula as required by law. These new employees shall be on the 2% @ 62 formula. Pursuant to PEPRA, "new employees" or "new members" hired on or after January 1, 2013, shall individually 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. (PEPRA normal cost rate for Miscellaneous employees in 2026 is 7.25%).

1959 Survivor Benefit. The CalPERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The Executive 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.

#### **C. Life Insurance**

Based on the life insurance policy limitations, the City shall provide for each Executive a term life insurance policy with a maximum benefit of two times (2x) their annual salary. The Executive shall be responsible for the taxes on the premium amount for coverage exceeding \$50,000. An Executive may purchase additional (optional) life insurance coverage as permitted by the carrier, either through the Flexible Benefit Plan or at their own expense.

#### **D. Long-Term Disability Insurance Plan (LTD)**

The City shall provide Long-Term Disability Insurance benefits for all Executives. Long-Term Disability benefits shall equal 66-2/3% of the Executive's basic monthly earnings, reduced by any deductible benefits. No benefits shall be payable for the first Sixty (60) days of each period of total disability, or until after the Executive has exhausted their accumulated sick leave, whichever is greater.

#### **E. 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 medical care expenses or dependent care expenses, or both.

Executives who choose to participate in the program shall pay all program administration costs and/or fees.

#### **F. Executive Wellness Program**

Executives who hold full-time status as of July 1 of each fiscal year shall receive a Wellness Benefit in the amount of one thousand dollars (\$1,000) 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, Executives 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.

### **SECTION 3. LEAVE TIME BENEFITS**

#### **A. Vacation Accruals**

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

| <u>Following</u> | <u>Vacation Accrual</u>                            |
|------------------|----------------------------------------------------|
| Initial Hire     | 120 hours/year (approx. 4.62 hours/payroll period) |
| 7 Years          | 140 hours/year (approx. 5.00 hours/payroll period) |
| 13 Years         | 160 hours/year (approx. 6.16 hours/payroll period) |
| 16 Years         | 175 hours/year (approx. 6.73 hours/payroll period) |
| 19 Years         | 200 hours/year (approx. 7.69 hours/payroll period) |

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Executives may accumulate earned and accrued vacation leave on an unlimited basis. Executives can be paid for unused vacation leave earned and accrued above a total of 80 hours, not to exceed pay for such vacation leave which may be earned and accrued in two consecutive years, except at termination. Such payments must be approved in advance, in writing, by the City Manager.

**B. Holidays**

1. Executives shall be paid for twelve holidays per year, as follows:

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  
New Year's Day, January 1  
Martin Luther King Jr. Day, third Monday in January  
President's Day, Third Monday in February  
Memorial Day, last Monday in May  
Floating Holiday

The holiday shall be observed on Friday when the actual legal holiday falls on Saturday. The holiday shall be observed on Monday when the actual legal holiday falls on Sunday.

2. Floating Holiday Hours. Each Executive 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 Executives shall be granted twelve (12) 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.

3. Floating Holiday Time for 9/80 Fridays. When one of the named holidays above falls on a Friday that 9/80 employees would normally not work, that holiday becomes nine (9) hours of Floating Holiday Time. Such time may be carried over and used later in the same fiscal year. An employee who leaves City employment prior to the end of a fiscal year, who has not used Floating Holiday Time, shall be paid for the unused time.

**C. Sick Leave and Bereavement Leave**

1. Sick Leave. Executives 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.
2. Personal Medical and Dental Appointments. Sick leave utilization for dental appointments, medical examinations and/or due to the death or serious illness in the immediate family shall be limited to a maximum of ninety-six (96) hours for Executives per fiscal year.
3. Sick Leave Authorization for Family Members and Victims of Violence, Domestic Violence, Sexual Assault and Stalking. An Executive 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 Section is limited to: the Executive'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 parentis 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 City Manager 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 Executive's absence may be required by the City Manager, 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 the purpose described in Labor Code section 230(c) and 230.1(a).

4. Bereavement Leave. An Executive shall be allowed five (5) days of bereavement leave (based on the Executive'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 above in this Section). An Executive shall be paid for the first twenty-seven (27) hours of bereavement leave. Executives 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 are in addition to the annual sick leave, which an Executive may use for death in the immediate family.

**D. Administrative Leave**

Executives shall be granted forty-four (44) hours of administrative leave on July 1 of

each fiscal year. Administrative leave shall not be carried over from one (1) fiscal year to the next, nor may Executives convert unused administrative leave to cash.

Newly appointed Executives 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 their discretion. Administrative leave may only be taken subject to the prior approval of the City Manager.

#### **E. Donation of Leave Time**

Executives may donate, on an hour-for-hour basis, vacation leave time to other 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.

### **SECTION 4. MISCELLANEOUS BENEFITS**

#### **A. Vehicle Allowance**

Executives who are not provided a City vehicle shall receive a vehicle allowance in the amount of \$400 per month. In addition, for extended trips, Executives may claim mileage reimbursement separately per the City's mileage reimbursement procedure.

#### **B. Seminars, Conferences, and Professional Memberships**

The City may provide for the payment of seminars, conferences, and professional memberships when such is of mutual benefit to the Executive and the City.

#### **C. Deferred Compensation Plan and Retirement Health Savings Plan**

1. Executives may participate in the City's 457 Deferred Compensation Program, and, if eligible, may also choose to participate in the City's 401(a) Deferred Compensation Program. Effective January 1, 2006, the City will

provide a contribution of two and one-half percent (2.5%) of the Executive's salary to the individual's choice among the following deferred compensation options:

- (a) Section 457 plan
- (b) Section 401(a) plan
- (c) A retirement medical savings account (RHSP)

This contribution shall be in addition to the Executive's payroll deduction contribution.

2. Retirement Health Savings Plan:

(a) An Executive employee who is (a) Safety member of CalPERS, (b) retiring from the City of Brea, and (c) has reached a cumulative age and length of service in CalPERS that would provide the maximum retirement benefit (i.e., 90%), shall have their unused sick leave bank at the time of separation, which would otherwise have provided additional service credit, converted to an employer contribution to the RHSP. Effective July 1, 2019, the amount of the contribution will be calculated as the dollar value of unused sick leave multiplied by 50%.

(b) An Executive employee who retires under CalPERS from the City of Brea with (a) ten or more years of service in Brea and (b) an accumulated vacation leave balance, at the time of separation, greater than 100 hours, shall have 100% of the accumulated vacation converted to an employer contribution to the RHSP, Section 457 Plan or Section 401(a) Plan. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of vacation hours eligible under this provision.



#### **D. Educational Reimbursement**

1. In addition to training provided by the City, each Executive employee shall be eligible for reimbursement for (a) voluntary education, training and professional development, (b) college coursework, or (c) the purchase of technology (see Exhibit A) 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.

Reimbursement for technology purchases must be pre-approved by the Assistant City Manager.

Executive employees should submit a request for Education Reimbursement prior to the purchase of technology or prior to the scheduled program and obtain approval from the City Manager or their designee. 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 City Manager (or their designee) and must be accompanied by receipts for all eligible expenses incurred.

2. 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 below.
3. The amount of education/technology reimbursement available shall be \$2,500 for the twelve (12) month period from June 30 through July 1. Up to 20% of the annual amount (i.e., \$500) may be used for non-college education, training and professional development programs. Requests for reimbursement for completed education programs will be paid for the twelve (12) month period (June 30 through July 1) in which the requests receive final approval by the City Manager or their designee.
4. In the event an employee elects to expend their entire Education Reimbursement for college coursework, and the total of eligible expenses incurred in any year is in excess of the \$2,500 maximum, the City shall reimburse the employee up to the maximum for the school year in which the coursework is successfully completed. The City agrees to continue to reimburse the employee for any eligible costs incurred from this completed coursework from the annual amounts available in succeeding years of employment, to a maximum of \$10,000 (i.e., \$2,500 per year over 4 years).

## **SECTION 5. NOTICE/SEPARATION PROVISION**

Executives are deemed to be At-Will Employees. At-will Executives shall serve at the pleasure of the City Manager at all times during the period of employment. The terms of the City's personnel rules, policies, procedures, ordinances, or resolutions (collectively "Personnel Policies") shall not apply to at-will Executives except that the Personnel Policies

**RESO NO. 2026-0xx**  
July 7, 2026

related to harassment, discrimination and workplace violence and similar policies shall apply to at-will employees. Nothing in this Agreement is intended to, or does, confer upon an at-will Executive any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate their employment, except as is expressly provided by this Resolution. Nothing contained in this Resolution shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of an at-will Executive as provided in this Resolution. Nothing in this Resolution shall prevent, limit or otherwise interfere with the right of an at-will Executive to resign at any time from their position with City.

Upon involuntary termination of an Executive without cause, the City shall either provide notice or shall provide the Executive with separation pay in an amount of money based on the following schedule:

1. For six (6) to twelve (12) months of continuous service as an Executive, they shall be entitled to two (2) months notice or compensation;
2. For twelve (12) to eighteen (18) months of continuous service as an Executive, they shall be entitled to three (3) months notice or compensation;
3. For eighteen (18) to twenty-four (24) months of continuous service as an Executive, they shall be entitled to four (4) months notice or compensation;
4. For twenty-four (24) or more months of continuous service as an Executive, they shall be entitled to six (6) months notice or compensation.

The rate of separation pay shall be based on the annual total compensation of the Executive on the date of involuntary termination and shall be paid in monthly increments from the date of such involuntary termination until the total amount has been paid.

In the event the Executive obtains other employment within the time period he/she is receiving separation pay, then the obligations set forth in this section will cease immediately.

The City Manager, at their sole discretion, shall determine whether the terminated Executive is provided with a notice, or is granted a separation benefit. As a condition of such termination notice or separation benefit, the Executive must execute a waiver of any rights, claims or other actions arising out of termination of employment in a form acceptable to the City.

**APPROVED and ADOPTED THIS 7th DAY OF JULY, 2026.**

\_\_\_\_\_  
Cecilia Hupp, Mayor

ATTEST: \_\_\_\_\_  
Victoria Popescu, City Clerk

ATTEST: \_\_\_\_\_

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 7<sup>th</sup> of July 2026, by the following vote:

|            |                 |
|------------|-----------------|
| AYES:      | COUNCILMEMBERS: |
| NOES:      | COUNCILMEMBERS: |
| ABSENT:    | COUNCILMEMBERS: |
| ABSTAINED: | COUNCILMEMBERS: |



## RESOLUTION NO. 2026-0XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE EXISTING COMPENSATION AND BENEFITS PLAN FOR THE FULL-TIME EQUIVALENT UNREPRESENTED EMPLOYEES ASSIGNED TO THE AMBULANCE OPERATOR CLASSIFICATION AND ADDING THE FIREFIGHTER TRAINEE CLASSIFICATION

#### A. Recitals.

- (i) Section 2.08 of the Brea Municipal Code provides that the City Council shall prepare, revise and maintain a position classification plan covering all positions within the classified services, including employment standards and qualifications for each classification.
- (ii) It is necessary, from time to time, to review and adjust the classification and compensation plans to reflect the changing organizational responsibilities of the City and to ensure the efficient, economical operation of the various City departments.
- (iii) It is the intent of the City to revise the existing compensation and benefits plan for the unrepresented Full-Time equivalent Ambulance Operator classification, and add the unrepresented Firefighter Trainee classification.
- (iv) All benefits set forth in this Resolution shall be effective July 1, 2026, unless specifically provided herein.

#### B. Resolution

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

1. Add the Firefighter Trainee classification as a covered position under the

RESO NO. 2026-XX

July 7, 2026

compensation and benefits plan.

2. Amend the City's existing compensation and benefits plan for Full-time equivalent Ambulance Operators as follows:

## **SECTION I. SALARY**

### **A. Salary Range Format**

The salary ranges for Ambulance Operator will consist of eleven (11) steps.

The salary range for Firefighter Trainee non-sworn (NS) will consist of one (1) step. Upon successful completion of the in-house drill tower, a Firefighter Trainee will transfer to the Safety (sworn) represented classification of Firefighter. The Firefighter sworn classification is subject to benefits and regulations under the Brea Firefighters' Association (BFA) Memorandum of Understanding (MOU).

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

| <b>Class Title</b>              | <b>Monthly Salary Range</b> |                |
|---------------------------------|-----------------------------|----------------|
|                                 | <b>Minimum</b>              | <b>Maximum</b> |
| Ambulance Operator              | \$3,375.67                  | \$4,321.14     |
| Firefighter Trainee (Non-Sworn) | \$6,512.60                  | \$6,512.60     |

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

| <b>Class Title</b>              | <b>Monthly Salary Range</b> |                |
|---------------------------------|-----------------------------|----------------|
|                                 | <b>Minimum</b>              | <b>Maximum</b> |
| Ambulance Operator              | \$3,460.06                  | \$4,429.17     |
| Firefighter Trainee (Non-Sworn) | \$6,675.41                  | \$6,675.41     |



## **B. Merit Salary Adjustment**

Ambulance Operators are subject to the City's Personnel Rules and Regulations as they apply to merit increases. Employees who have not reached the top step of the assigned salary range for their classification shall be eligible for a merit increase as delineated below.

Employees shall be eligible for a merit increase only after completion of one (1) year of service with a performance review.

## **C. Overtime**

The overtime rate will be calculated according to FLSA guidelines.

## **SECTION 2. MAJOR HEALTH AND WELFARE BENEFITS**

### **A. Flexible Benefit Plan**

The City's Flexible Benefit Plan shall include for employees and eligible dependents under the Unrepresented "at-will" classification of Ambulance Operator and Firefighter Trainee City sponsored: medical insurance, dental insurance, and vision care insurance.

Effective the first full pay period commencing on or after July 1, 2026, the Flexible Benefit Plan 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 |

### **B. Public Employee's Retirement System (CalPERS)**

All employees covered under this Resolution shall be members of the State of

**RESO NO. 2026-XX**

July 7, 2026

California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended. As regards to Classic employees hired on or before City Council adoption of this Resolution, into Ambulance Operator or Firefighter Trainee classifications, effective the first full payroll period commencing on or after May 21, 2024, or the date of City Council adoption of this Resolution, whichever is later. The above City-funded Classic Miscellaneous employee CalPERS contributions shall be eight percent (8%). This cost sharing contribution shall be treated as normal member CalPERS contributions to the extent provided by statute.

New Employee or New Member. Pursuant to PEPR, "new employees" or "new members" 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.

PEPR Employee Contribution. Pursuant to PEPR, "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.

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 Survivor Benefit. The CalPERS 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. Said funding shall be by means of a payroll deduction.

### **SECTION 3. LEAVE TIME BENEFITS**

#### **A. Vacation Accruals**

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

| <u>Following</u>       | <u>Vacation Accrual</u>                            |
|------------------------|----------------------------------------------------|
| Initial Hire           | 80 hours/year (approx. 3.08 hours/payroll period)  |
| Completion of 7 Years  | 120 hours/year (approx. 4.61 hours/payroll period) |
| Completion of 13 Years | 160 hours/year (approx. 6.15 hours/payroll period) |
| Completion of 16 Years | 185 hours/year (approx. 7.11 hours/payroll period) |
| 19 Years               | 200 hours/year (approx. 7.69 hours/payroll period) |

The maximum accrual of vacation shall be four hundred (400) hours of vacation leave. Vacation payoff upon separation shall be compensated at the current regular rate of pay for any vacation accrued but not taken.

Upon separation from service, an employee shall be compensated at their current regular rate of pay for any vacation accrued but not taken.

#### **B. Compensatory Time**

In lieu of overtime pay for hours worked in excess of forty (40) in a work period, employees may "bank" compensatory time, at the rate of one-and-one-half (1½) hours of compensatory time for each hour for which they would otherwise be entitled to overtime pay, up to a maximum of ninety (90) hours (representing 60 hours of overtime worked at time-and-one-half). The use of compensatory time off (leave time) shall be contingent on

**RESO NO. 2026-XX**

staffing and scheduling, in the same manner as vacation leave requests.

### **C. Leave Benefits Upon Status Change**

#### **Part-Time Status to Full-Time Status**

Part-time employees who are appointed to full-time status shall have their accrued sick leave and vacation leave transferred to full-time leave accrual accounts. These transferred part-time accrual hours shall be converted to full-time leave based on the monetary valuation of the employee's accrued vacation and sick leave at the time of the change in status, using their part-time regular salary rate. The leave anniversary date will be adjusted based on the days worked in the preceding part-time regular status.

Part-time employees appointed to full-time status shall be assigned a new anniversary date and shall serve a one (1) year probation pursuant to the Personnel Rules and Regulations. Part-time employees appointed to full-time status shall accrue vacation leave based on the total number of years as a full-time employee.

#### **Full-Time Status to Part-Time Status**

Full-time employees who convert to part-time status shall be paid at the employee's full-time salary rate for any unused vacation and/or compensatory leave that has accrued while in the full-time status. However, upon written request, employees who convert from full-time to part-time regular status may keep the equivalent of a maximum of forty (40) hours of vacation leave in their accrual accounts. The forty (40) hours of vacation that remain in the employee's accrual account shall be calculated using the employee's part-time regular salary rate. Full-time employees who convert to regular part-time status shall accrue vacation leave based on the total number of years of their service as a part-time regular employee.

Sick leave, which has been accrued by the employee during their tenure as a full-time employee, shall be transferred into their part-time regular sick leave accrual account on an hour-for-hour basis.

#### **D. Holidays**

##### **Non-Shift and Firefighter Trainee Employees**

The City designates eleven holidays per year for non-shift employees. Firefighter Trainees shall be paid for any holiday which falls during their in-house drill tower training as follows:

- 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
- New Year's Day, January 1
- Martin Luther King Jr. Day, third Monday in January
- President's Day, Third Monday in February
- Memorial Day, last Monday in May
- Floating Holiday

The holiday shall be observed on Friday when the actual legal holiday falls on Saturday.

The holiday shall be observed on Monday when the actual legal holiday falls on Sunday.

1. Floating Holiday Hours. Each employee shall be granted nine (9) 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 nine (9) hours of floating holiday leave time if hired between July 1 and December 31 of each year and four and one-half (4.5) hours of floating holiday leave time if hired between January 1 and June 30 of each year.

## **Shift Employees**

Twenty-four (24) hour "shift" employees do not have designated holidays. Shift employees shall accrue one hundred and eight (108) holiday hours per fiscal year. Accrued holiday hours shall be recorded on the employee's paycheck stub.

### **E. Sick Leave and Bereavement Leave**

1. 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. Sick leave utilization for dental appointments, medical examinations and/or due to death or serious illness in the immediate family shall be limited to a maximum of ninety-six (96) hours per fiscal year.

2. Sick Leave Authorization for Family Members and Victims of Violence, Domestic Violence, Sexual Assault and Stalking. An employee shall be allowed sick leave due to death or diagnosis, care or treatment of an existing health condition of a family member. Family member as used in this Section is limited to: the employee's parents and grandparents (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, domestic partnership, and in loco relationships), parents-in-law (marriage or by registered domestic partnership), siblings, and siblings-in-law (or by registered 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/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 Department Director/Chief or designee after the first three (3) work shifts or five (5) workdays for forty (40) hour employees.

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 purposes described in Labor Code sections 230(c) and 230.

3. Bereavement Leave. A non-shift employee shall be allowed up to 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 Immediate Family Members above in this Section).

Employees shall be paid for the first twenty-seven (27) hours of bereavement leave for non-shift employees and forty-eight (48) hours for shift employees. 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 for non-shift employees and forty-eight (48) hours for shift employees. Bereavement leave hours shall not accrue or carry over to a new fiscal year.

**APPROVED and ADOPTED THIS 7<sup>th</sup> DAY OF JULY, 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 7<sup>th</sup> day of July, 2026, by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Victoria Popescu, City Clerk

**RESO NO. 2026-XX**

July 7, 2026



**RESOLUTION NO. 2026 - \_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
BREA APPROVING A MEMORANDUM OF  
UNDERSTANDING WITH THE BREA CITY 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 Brea City Employees' Association as the majority representative of employees in the general employees bargaining unit, 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 City and the Brea City Employees' Association have met and conferred in good faith and have reached an agreement on changes in wages, hours and terms and conditions of employment.

(v) The Brea City Employees' Association membership has 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 Brea City Employees' Association (Exhibit A), is approved.

**APPROVED and ADOPTED** THIS 7<sup>th</sup> DAY OF July 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 7<sup>th</sup>. day of July, 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 CITY  
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.gov](http://www.cityofbrea.gov)

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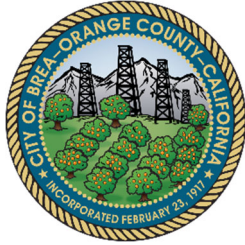
EXHIBIT A—LIST OF REPRESENTED CLASSIFICATIONS

EXHIBIT B – SALARY TABLES Effective July 5, 2025 – July 3, 2026

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EXHIBIT D – SALARY TABLES Effective July 3, 2027 – June 30, 2028

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BREA  
AND  
THE BREA CITY 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 Brea City 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 Brea City 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 Brea City 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, sex, gender, age, national origin, marital status, military or veteran status, sexual orientation, genetic information, political or religious affiliations, disability, medical condition, reproductive health decision making, 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.

### **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 their 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 agreement shall not preclude the City from implementation.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

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

### **Work Schedule**

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

The provisions of this Article shall not guarantee any employee any number of hours per day, per week, per month, or per year.



### **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.

### **4/10 Work Schedule**

The work schedule for assigned personnel in Public Works and Police Records Division shall be four (4) shifts of ten (10) hours in a consecutive seven (7) day period, totaling forty (40) hours per week.

### **City Rights**

Consistent with the City Rights Article, it is understood that the continuation of the structured, synchronized 9/80 work schedule and the 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 9/80 work schedule and/or the 4/10 work schedule. Failure to reach agreement on any change, revision or elimination of the structured synchronized 9/80 work schedule and/or 4/10 work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding.

The City will provide a minimum fourteen (14) day notice to an employee of a permanent, non-emergent schedule change. Temporary schedule changes or those due to an emergency will be given as much notice as is practical under the circumstances.

### **Shift Differential**

Employees regularly assigned to shifts in which the majority of scheduled work hours fall between 6:00 p.m. and 6:00 a.m. shall receive an additional five percent (5%) of pay for all hours on the qualifying shift.

### **Paid Lunch Break**

Employees regularly assigned to work at the Civic and Cultural Center, shall receive a thirty (30) minute paid lunch included in a regular assigned shift when the majority of their shift falls between 6:00 p.m. and 6:00 a.m.

### **Rest Breaks**

Department management is authorized to approve and schedule break periods of up to fifteen (15) minutes in each half of an employee's scheduled work day, according to the operational needs of the affected department. One of those break periods, not to exceed

fifteen (15) minutes, may be taken in conjunction with the employee's meal period. Management shall make every effort to ensure that all unit employees routinely receive both rest periods, or one rest break and the added fifteen (15) minutes to the meal period, during each shift. Rest break periods missed due to occasional workload, project deadline, or other operational needs shall not be accumulated, and no alternate compensation shall be provided to affected employees.

## **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%).

The City will perform a total compensation market study and provide it to the Association by April 15, 2028.

### **Merit Increase Date**

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

## **OVERTIME AND COMPENSATORY TIME OFF**

Subject to the approval of the Department Director, or designee, employees may be authorized to work reasonable periods of overtime to meet operational needs and shall be compensated as follows:

- A. An employee's work period for the calculation of overtime pay shall be a seven (7) day period, beginning at 12:01 p.m. Friday, and ending at 12:00 noon the following Friday. An employee shall be paid at the rate of one-and-one-half (1½) times the employee's hourly rate for all hours worked in excess of forty (40) in the seven (7) day work period. These hours shall be referred to as "overtime" hours.
- B. The overtime rate will be calculated according to FLSA guidelines.

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.

- C. Employees who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.
- D. Hours worked in excess of forty (40) hours per week not otherwise paid at time-and-one-half pursuant to FLSA shall be paid at the employee's straight-time rate.

The parties have agreed to changes to certain rules and regulations or policies in the Public Works Department as described below. The City will make such changes and submit the revised Department rules to the Association for confirmation of the agreements therein.

- A. City will provide reasonable advance notice to employees regarding pre-scheduled overtime, and to accommodate requests regarding shift extension overtime if other employees are available and volunteer to take the assignment.
- B. City will provide fifteen (15) minute work breaks during extended overtime assignments of three hours or more, but such break time may not be combined with meal periods.
- C. City will provide up to \$15 for reimbursement or provision of meal expenses at the worksite during extended overtime assignments as described in the department rules.

Nothing herein is intended to limit or restrict the authority of the Department Director, or designee, to require any employee to perform overtime work.

### **Compensatory Time Off in Lieu of Overtime**

In lieu of overtime pay for hours worked in excess of forty (40) in a work period, employees may "bank" compensatory time, at the rate of one-and-one-half (1½) hours of compensatory time for each hour for which they would otherwise be entitled to overtime pay, up to a maximum of ninety (90) hours (representing 60 hours of overtime worked at time-and-one-half). The use of compensatory time off (leave time) shall be contingent on staffing and scheduling, in the same manner as vacation leave requests.

Payoff of Accrued Compensatory Time. All compensatory time accumulated and not used shall be paid to the employee upon separation or upon promotion.

### **Call-Back Pay**

An employee called back to work during off-duty periods (days off, weekends, or after completing their normal work shift and having left City premises) shall be eligible for overtime compensation at time-and-one-half under the following conditions and circumstances, even though the employee may not have actually worked forty (40) hours during the work period:

- A. If the employee is called back to work during an off-duty period, and has to physically respond to the City work location, they shall receive a minimum of two (2) hours overtime compensation, regardless of whether the employee actually works less than two (2) hours, and actual overtime worked if the time spent exceeds two (2) hours.
- B. 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 overtime incurred for subsequent calls after the first two hours and within that same 12-hour off-duty period.
- C. In either event described in (A) or (B) 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.
- D. It is the employee's responsibility to log or document the time spent on such calls to prove eligibility for call-back pay.
- E. This provision shall not apply to an employee whose normal work shift has been extended prior to leaving their normal work location.
- F. An employee who is called to report to work because of an emergency (i.e., call back circumstances) within one (1) hour prior to the start of the employee's normal work shift, will be paid at time-and-one-half for such time.

An employee responding to call-back situations shall be eligible for mileage reimbursement if: a) the employee is required to report to a work location outside of the Brea city limits in their personal vehicle, and then such reimbursement shall be limited to the mileage incurred between the Brea Civic and Cultural Center and the response location; or b) the employee responds from a location other than their home, outside Brea City limits, and then such reimbursement shall be limited to the one-way travel from the location to the location of their City vehicle to be used in the response. The employee shall be responsible for providing evidence of the travel distance in order to receive mileage reimbursement.

### **On-Call Assignment**

Designated qualified employees who are assigned to respond during non-scheduled work hours (primarily evenings, weekends, and holidays) at times of emergency shall be subject to on-call pay. The conditions and compensation regarding the assignment of employees to be available on-call are as follows. Consistent with the voluntary opt-in provision listed below, a list of employees assigned to be available and ready to respond to an emergency will be established and updated as needed by the Public Works Department. The Department will consider the following factors in establishing and maintaining on-call duty lists:

1. Probationary status. In the event employees have not completed an initial probationary period in a public works classification, management shall have

the discretion to consider an employee's experience, training and performance to determine eligibility for on-call assignment.

2. Special qualifications, such as skills or certifications required.
3. Past performance and/or reliability during previous on-call assignments and in performing their regular work.
4. Employees who have volunteered to be placed on-call.

Voluntary Opt-In - Public Works Divisions shall allow employees to voluntarily opt-in on a quarterly basis. Each quarter, the Division and those who opt-in shall arrange for a fair process acceptable to all parties as to how and when employees will select assignments for that quarter. During this process, which shall occur at least one (1) month in advance of that quarter, selection of a particular week for on-call is at the employee's discretion (subject to availability).

Forced Assignments - Should the Department have difficulty filling on-call slots using the above criteria, the Department will assign individual employees based on anticipated staffing needs required to ensure adequate emergency responses while taking "reverse seniority" into consideration whenever possible before mandating an assignment. Specifically, for any weeks left vacant (i.e. no volunteers), the Public Work Division shall proceed with a forced assignment in reverse seniority order (from the whole Division, not just those who opt in). Unless there are extenuating circumstances, once an employee has served a forced assignment, they are exempt from future forced assignments until all employees in the Division have served a forced assignment. Once the forced assignment list is exhausted, future forced assignments shall begin again with the entire Division list starting in an inverse seniority order. Employees with previously scheduled vacations are exempt from forced assignment for that week, but shall remain on the forced assignment list until they've served a forced assignment. Street Sweepers are not eligible to volunteer for on-call assignments given their work schedule and will not be placed on the forced assignment list. Employees must receive supervisory approval before switching their on-call assignment with another employee.

On-Call Week - On-call duty assignments will begin each Wednesday at 5:00 p.m. and end at 6:30 a.m. the following Wednesday. Employees placed on-call will be compensated at a rate of \$550 per week. Furthermore, on-call employees will be compensated an additional \$30 per day for each City holiday and for each day of the "Holiday Closure." When a holiday falls on a Wednesday, the telephone exchange shall occur the work day immediately prior (for that holiday week only) and revert back to Wednesday the following week. On-call employees who drive during the Holiday Closure to switch phones shall receive one (1) hour of straight time compensation to allow for the exchange.

Failure to complete the entire scheduled on-call period by either not responding in a timely manner to a contact for service or by being unavailable to respond during the scheduled period of on-call time may result in the employee not being compensated for any of the on-call time served and may result in disciplinary action. However, the Department may

take extenuating circumstances into consideration and prorate compensation on an hourly basis. When an employee becomes sick or has an emergency that prevents him/her from completing the on-call assignment, they shall contact their supervisor immediately to notify them of their inability to complete their assigned on-call duty due to illness or emergency. The supervisor may require documentary proof depending on the circumstances. When an employee complies with this requirement, they shall be paid for their on-call duty on a pro-rated basis. Employees who fill-in for those unavailable for their scheduled on-call duty will be paid on a prorated basis.

Employees assigned to the on-call list are required to:

Carry a City provided cell phone.

1. Answer the phone immediately or return the call within ten (10) minutes of a voice message or text being left for the employee.
2. Be prepared to respond immediately to the emergency, which includes refraining from any activities that might delay a timely response and must have access to transportation at all times. Live no more than thirty (30) driving miles from the Public Works Yard in order to respond timely. This distance will be determined using a reputable Internet mapping site (e.g., Google Maps, Yahoo, MapQuest) to determine the driving distance the employee's residence is from Public Works Yard.
3. Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing on-call duty. All of the provisions of the City of Brea Alcohol and Drug Use Policy shall apply to employee's participation in on-call duty. Employees shall remain within a thirty (30) mile driving distance at all times while on-call duty.
4. Follow all City and Public Works policies and procedures while on-call.

Employees will not be eligible to take on-call duty if the employee is on vacation or sick leave.

On-call compensation is not paid for time worked and is not considered pensionable compensation for CalPERS reporting (non-PERSable) purposes. On-call compensation is not counted towards computing FLSA overtime, but is in addition to any actual time served in responding to a contact for service that is otherwise compensated as outlined in the Emergency Call-Back Pay provisions of this MOU.

The on-call Pay Program does not modify or eliminate the Public Works Department's expectation that any and all Department employees may be called in or expected to respond in some manner in times of emergency or business necessity as determined by the Public Works Director or designee.

Meetings - The City and the Association shall meet to review and discuss operational and programmatic issues that may arise from time to time involving the implementation of the

on-call program.

## **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 \$150 per month in addition to the employee's regular rate of pay.

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 City will authorize bilingual assignments for which employees will receive bilingual pay based on the operational needs of the Departments and the City.

An employee may become eligible for bilingual pay at any time. An employee must be recertified immediately prior to each anniversary date of being bilingual certified and the City must confirm the continued operational need 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 anniversary date of being certified as eligible for bilingual pay. The employee is responsible to initiate the request for eligibility or recertification. The City will annually review bilingual assignments to confirm the continued operational needs of the Departments and the City. In the event the City determines that a bilingual assignment is no longer necessary, bilingual pay will not be approved. The City's decision is final and not subject to grievance or appeal.

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

### **Certificate Pay**

Chemical/Pesticide applicator certification - The City will provide a \$200 per month pay differential for up to two (2) employees in the classifications of Maintenance Worker I/II or Water Distribution Operator I/II who are pre-approved by the Department Director and who obtain and maintain a state-required chemical/pesticide applicator license/certification. Eligible employees will receive the additional compensation effective with the pay period in which they submit proof of certification. This additional pay is based on the employee taking full personal responsibility and liability for their own safety and the safety and health of those employees who may be assigned to apply pesticides and herbicides under their oversight.

Water Certification Pay - Employees in the Water Distribution Operator I classification who obtain and maintain either a D3 or D4 State Water Resources Control Board Water Distribution Operator certification shall receive Certification Pay in the amount of \$100 per month.

Employees in the Water Distribution Operator II or Water Distribution Crew Leader classification who obtain and maintain a D4 or D5 State Water Resources Control Board Water Distribution Operator certification shall receive Certification Pay in the amount of \$100 per month.

### **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 which 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 classification assignment. Once an employee is assigned to working 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 fourteen (14) days in a fiscal year without additional compensation. Employees who are assigned to work on a temporary basis in a higher classification for a total of fifteen (15) days or more in a fiscal year, 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 fifteenth (15<sup>th</sup>) day of working within the assignment.

### **Temporary Assignments**

From time to time the City may determine the need to work employees out of classification as a Street Sweeper Operator for a few days at a time. This temporary assignment is not subject to the fourteen (14) day waiting period for additional compensation as outlined above, and shall be made after the completion of an initial training period, under the following conditions:

- A. A subsequent annual training period may be required by the Department Director, or designee.
- B. Assignments may be made through payroll time sheets instead of through personnel action forms.
- C. Prior written notice of the assignment to the employee is not required.
- D. An employee temporarily assigned as a Street Sweeper Operator shall receive five percent (5%) in addition to the employee's regular rate of pay.



The City shall grandfather the currently qualified City employees receiving compensation either at the top step of the Street Sweeper Operator classification or five percent (5%) above their current compensation, whichever is greater.

If an employee is asked to temporarily perform a job and possesses a certificate or other qualification which would entitle them to receive a Special Pay if they were to permanently hold the position in question, the employee shall receive that Special Pay for the duration of the temporary assignment, provided they maintain the certificate/qualification in question. (Ex: an employee who possesses an Underground Storage Tank certificate would be paid for that certificate if they were a member of the APEA group. Should that employee be asked to temporarily fill in for an APEA member who would have been eligible for special pay for holding the Underground Storage Tank certificate, that employee would receive the APEA cert pay for the length of time that they are filling in for the APEA member).

### **Uniform Allowance**

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

- Fire Prevention Specialist I/II
- Police Records Clerk
- Police Records Technician
- Senior Fire Prevention Specialist
- Senior Police Records Technician
- Administrative Clerk I/II (only when appointed to a position which requires a uniform [e.g., Police Records, Property/Evidence])

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, the allowance will be reported as earned on July 1. The earned period shall be defined to mean employed with the City on July 1. Payment for the uniform allowance will be paid in the pay period that includes July 1.

Newly appointed employees in the classifications listed above shall be provided the necessary uniform(s) as determined by their respective departments, and shall thereafter receive the annual allowance, as described above. Employees hired between January and June shall have the initial \$700.00 uniform allowance prorated according to the number of months prior to July (i.e., \$700.00 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.

### **Work Shoe Reimbursement**

The City shall provide an annual work shoe allowance to field maintenance services employees, building inspectors, and public works inspectors in the classifications listed

below for the cost of safety/work shoes/boots in the amount of \$300 per fiscal year in an allowance check in July of each fiscal year, and the employees will be solely responsible for all expenses related to the maintenance and repair of appropriate safety footwear. Classifications eligible for work shoe reimbursement are as follows:

Building Maintenance Technician  
Code Enforcement Officer  
Combination Inspector I/II  
Environmental Services Inspector  
Fire Prevention Specialist I/II  
Heavy Equipment Mechanic I/II  
Junior Plans Checker  
Landscape Maintenance Contract Administrator  
Maintenance Worker I/II  
Public Works Crew Leader  
Senior Fire Prevention Specialist  
Street Sweeper Operator  
Water Distribution Operator I/II  
Water Distribution Crew Leader  
Water Quality Specialist

Work shoe reimbursement will be extended to any other positions in addition to the above list for which the City requires the use of field work boots.

Employees shall obtain and maintain appropriate safety footwear for their assigned duties.

## **ARTICLE V - LEAVES**

### **VACATION**

#### **Vacation Accruals**

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

|                           |             |                                     |
|---------------------------|-------------|-------------------------------------|
| Initial Hire              | 80 hours/yr | (approx. 3.08 hours per pay period) |
| Completion of 3-6 years   | 120 hours   | (approx. 4.61 hours per pay period) |
| Completion of 7-12 years  | 140 hours   | (approx. 5.38 hours per pay period) |
| Completion of 13-15 years | 160 hours   | (approx. 6.15 hours per pay period) |
| Completion of 16-18 years | 185 hours   | (approx. 7.11 hours per pay period) |
| Completion of 19 years +  | 200 hours   | (approx. 7.69 hours per pay period) |

In addition to the accrual rates specified above for regular full-time service, effective November 1, 2004, part-time regular service with the City of Brea, contiguous to and preceding current full-time appointment, will also be used to calculate vacation accrual rates. For each twelve (12) months of regular part-time service, one half (.5) year of service will be added to determine the employee's accrual rate.

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

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

### **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 Department Director, or designee, 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.

An employee who has maxed out her/his leave bank and whose timely request to use forty (40) hours or more of vacation is denied in writing by a supervisor shall be allowed to continue accruing for the next two (2) consecutive pay periods the value of vacation hours they would have otherwise accrued but for the City's refusal of their leave request. Within said two (2) consecutive pay periods, the employee must be allowed to schedule at least forty (40) hours of vacation.

### **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 consecutive vacation leave time equivalent to one work week (e.g., 36, 40 or 44 consecutive hours) within one (1) year prior to the date of the request for 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.
- D. If the employee has been absent from work for an extensive time in the preceding year due to illness or injury and, therefore, unable to take the minimum required vacation leave, they may be authorized a buy-back if necessary to reduce the

likelihood of reaching/exceeding maximum accumulation before they would be able to return to work. In the absence of a specific request from the employee, the City may initiate the buy-back in an amount sufficient to reduce and keep the balance below the maximum accumulation.

### **Vacation Payoff Upon Separation**

Upon separation from service, an employee shall be compensated at their current regular rate of pay for any vacation accrued but not taken.

## **HOLIDAYS**

City Recognized Holidays:

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

New Year's Day, January 1  
Martin Luther King's Birthday, third Monday in January  
Presidents' Day, third Monday in February  
Memorial Day, last Monday in May  
Independence Day, July 4  
Labor Day, first Monday in September  
Thanksgiving Day, fourth 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 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 they 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 9 or 10 hours their time shall be augmented by holiday time up to 9 or 10 hours and they shall accrue the balance of their 9 or 10 hours of holiday time. Example #1: A 9/80 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: 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.

#### **Employees Working on Designated Holidays:**

Police Records Employees Working on Designated Holidays - Employees in the Police Records Clerk, Police Records Technician, and Senior Police Records Technician classifications are entitled to holiday premium pay according to the following compensation for non-overtime hours worked on a designated holiday: An employee who is scheduled to work on a designated City holiday shall be compensated at the rate of pay of one and one-half (1 ½) times the employee's regular hourly rate of pay on a designated holiday. In addition to holiday premium pay for working on a holiday, employees shall also receive standard holiday benefits delineated above.

As City services must also be provided on certain holidays, it is not always possible to allow all employees the designated time off. For example, the City has responsibilities during some Fourth of July events, and street sweeping during the holiday periods. Those employees on the 9/80 or 4/10 work schedules who work on those holidays, whether by volunteering or being ordered, are not necessarily entitled to overtime (time-and-one-half) because paid leave time is not counted as time worked. To minimize the impact, the City and employees should have some alternatives. Depending on the specific need for coverage in a holiday situation, the following options may be utilized.

Voluntary schedule change for Holidays - When a designated holiday falls on employees' normally scheduled working day, and the program or function of that position is needed to provide services to the public on that day, the department will first seek qualified employees as volunteers to work on the holiday. This offer will be made, whenever possible, at least fourteen (14) calendar days prior to the holiday, except in emergencies as defined below, and employees volunteering to work will be committed to that schedule.

Voluntary schedule change for Special Events - When a designated special event falls on an employees' normally scheduled day off, and the program or function of that position is needed to provide services to the public on that day, the department will first seek qualified employees as volunteers to work at the special event. This offer will be made, whenever possible, at least fourteen (14) calendar days prior to the event, except in emergencies as defined below, and employees volunteering to work will be committed to that schedule. Employees not pre-scheduled to work at such events will be placed on a rotating on-call list to replace employees who are unable to work as scheduled.

Alternative service providers - To minimize the impact on employees, or in the absence of qualified full-time employee volunteers, departments may schedule part-time employees or, when necessary and appropriate in the judgment of the City, utilize temporary or contract services.

Required to Work - If the voluntary or alternative methods do not provide the needed number and type of employees for work on the designated holiday, employees may be ordered to work, and such orders will be conveyed as far in advance as possible.

Emergency Situations - If an agreed holiday schedule must be altered within the two weeks preceding the holiday, due to unforeseen illness, injury or other circumstances beyond the City's control, volunteers will again be solicited and other alternatives will be considered. In the absence of qualified employees or alternatives, employees may be required to work.

If an employee is contacted and required to work on short notice (i.e., less than 24 hours preceding the holiday, or during the holiday), the provisions for emergency call-back shall apply in addition to pay for the holiday.

Unused Holiday leave time will be banked for future use. Therefore, full-time Employees working on a designated holiday (other than an emergency call back) will bank unused holiday hours as provided above to be taken at a later date of the employee's choosing, subject to Department approval, or to be paid off in March.

Employees working on a holiday, where the hours actually worked in that week exceed forty (40) hours, shall be paid overtime for the hours in excess of forty (40) hours.

Time off using Banked hours under this section shall be scheduled in the same manner as vacation or other prescheduled leave time.

Certain Police Department employees assigned to work on any City-recognized holiday shall be allowed to bank and carry over into the following fiscal year a maximum of 10 hours in recognition that they may not be able to schedule time off prior to the end of the current fiscal year. Hours carried over from the previous fiscal year shall be taken at a later date of the employee's choosing, subject to Department approval. The following classifications are subject to this provision: Police Records Clerk, Police Records Technician, and Senior Police Records Technician.

## **DONATION OF LEAVE TIME**

Employees may donate, on an hour-for-hour basis, vacation, holiday leave time, 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 for medical and/or dental appointments for family members, and/or illness or death 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 (an employee may designate one person per 12-month period at the time the employee requests sick leave). 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 the purposes 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 up to five (5) days of bereavement leave (based on the employee's normal work schedule) for each incident of the death of a family member (as defined in the Sick Leave Authorization for Family Members section above in this Article, but excluding designated persons). Employees shall be paid for the first three (3) working days of bereavement leave. Employees may use any available leave balance (i.e., vacation, sick, or holiday) to receive salary for bereavement leave above three (3) working days. Bereavement leave hours shall not accrue or carry over to a new fiscal year. These three (3) working days of bereavement leave are in addition to the sick leave which an employee may use for death in the immediate family.

## **OTHER LEAVES**

### **Leave of Absence Without Pay**

The Department Director 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. In the event the Department Director does not approve an employee's request for a leave of absence without pay, the request shall be forwarded to the Human Resources Manager, or their designee, for further review.

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 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, written application must be made to the Department Director 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 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 termination. Any employee who falsified the reason for the request for said leave of absence or extension thereof may be terminated.

### **Employee Association Leave**

A reasonable number of the Executive Board of the Employee Organization recognized by the City Council shall be authorized leave of absence with pay according to the following provisions and within administrative directives:

- A. To meet and confer as requested by the Human Resources Manager.
- B. To perform necessary representational functions at times prearranged and approved by the Department Director.
- C. For other matters that formal written approval may be granted by the Human Resources Manager.

## **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 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.

**Flexible Benefit Plan**

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

Any additional contribution necessary to maintain medical, dental, vision, optional life insurance and/or short-term disability plans under the terms of this Agreement in excess of the specified amounts set forth in this Article shall be borne solely by the employee.

Effective the first full pay period on or after July 1, 2026, the 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 |

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

Employees hired prior to April 1, 2006, who have either opted out or enrolled in a health plan with a premium less than \$650 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 a City medical plan 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 CalPERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City and the Association shall meet and confer on the increase.

**Retiree Medical Benefit**

Of the monthly amounts shown 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 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. Thackett, 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).

### **Life Insurance**

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)**

The City shall provide Long-Term Disability Insurance benefits for all employees who have passed their initial probationary period during the term of this Agreement as provided for in the City's LTD Plan document except as provided for below.

Effective for qualifying illnesses or injuries occurring after March 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$6,500 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, 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 medical 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)**

Effective on and after the adoption of this MOU, contributions to an RHSP for Association employees must comply with the mandatory contribution provisions provided under IRS regulations. The City and the Association may create or amend contribution provisions prospectively to comply.

All full-time non-probationary employees will each contribute \$25 per month to the individual employee's Retirement Health Savings Plan. Future employees, will begin such contributions effective with the payroll period in which the employee is passed from probationary to regular (permanent) status.

The City agrees to meet at any convenient time during the term of this agreement to change or eliminate employee contributions at the Association's option and pursuant to IRS code.

## **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 "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 50% of the normal cost of pension as is determined each year by CalPERS to be the employee contribution rate.

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 Survivor Benefit

The CalPERS 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.

Military Service Credit

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

Retirement Amendments

Should the City enter negotiations with any other Miscellaneous bargaining unit to amend the CalPERS contract, the City and Association agree to meet and confer at that time.

The Association agrees that the City may request to reopen discussions regarding employee payment of the employee CalPERS contribution at any time during the term of this MOU.

**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 have full-time status as of July 1st, shall receive \$500 to use towards wellness and fitness programs. Employees who have full-time status as of July 1 of each fiscal year shall receive their wellness allowance in the second pay period in July of each year.

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

**SERVICE CONNECTED INJURY OR ILLNESS**

**Industrial Leave**

An employee of the City who sustains illness or injury arising out of their employment or in the course of their employment shall receive compensation, hospitalization benefits, surgical and/or medical attention, and if necessary, industrial injury leave in accordance with the

provisions of the State of California Workers' Compensation Insurance and Safety Act, and the applicable provisions of Resolution No. 1462, adopted by the City Council on August 26, 1968.

Should it be determined that an employee's illness or injury did not arise out of their employment or in the course of their employment with the City, the employee's accrued, or if insufficient, future, sick leave shall be charged to reimburse the City for any payments made to the employee for industrial leave.

No employee may use accrued sick leave while on industrial leave.

Vacation and sick leave shall accrue for an employee receiving full salary continuance while on industrial leave.

**Expiration of Industrial Leave** Industrial leave shall expire when the first one of the following conditions occurs:

- A. The employee is able to return to a modified duty assignment and the City has such an assignment available.
- B. The employee is able to return to work to their regular position.
- C. The employee is able to return to work to another position designated by the City.
- D. The day before the employee is retired or separated due to disability; retirement eligibility and retirement date shall be determined by the Public Employees' Retirement System.

**Return to Work After Service Connected Illness or Injury** An employee claiming a service-connected injury or illness pursuant to the Labor Code of the State of California, as amended, or sick leave pursuant to regulations contained herein, may be required by the Human Resources Manager to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee is capable of performing their duties or such of their duties as are enumerated in the certificate. The Human Resources Manager may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of their position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable of performing. In cases of disabling illness or injury, the Human Resources Manager, or Department Director, shall assess the City's ability to provide reasonable accommodation.

## **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. In addition, Tuition Reimbursement is provided for professional development and certification programs.

### **Eligibility**

Eligibility for Reimbursement for Associate, Bachelor, Master or Doctorate Programs must meet the following requirements.

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 on-line attendance or other attendances at what are referred to as "degree mills." For purposes of this MOU only, a "degree mill" is an organization that awards academic degrees and diplomas with substandard or no academic study and without recognition by official educational accrediting bodies. These degrees are often awarded based on vaguely construed life experience. Some such organizations claim accreditation by non-recognized/unapproved accrediting bodies set up for the purposes of providing a veneer of authenticity.

### **Reimbursement**

Employees shall submit a request for Tuition 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 degree course work that is deemed not to be job related. Proof of completion of the approved college/university education program or professional development 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 paid.

### **Reimbursements from Other Sources**

If an employee receives tuition payments or refunds for professional development or degree coursework 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**

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

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 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.

The amount of tuition reimbursement available annually for pre-approved professional development and certification courses, including but not limited to D3, D4, and D5 State Water Resources Control Board Water Distribution Operator certifications, 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 1/24<sup>th</sup> for each full month they separates prior to 24 months.

## **ARTICLE VIII – OTHER PROVISIONS**

### **Health and Safety**

The City and the employees of the City agree to comply with all applicable Federal and State laws which relate to health and safety.

Each employee acknowledges their responsibility to obey City and Department safety rules and State and Federal safety regulations and to notify their supervisor promptly of unsafe working conditions, equipment and/or acts. The City acknowledges its responsibility to abate safety and health hazards, to the best of its ability.

### **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 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 reduction in force shall be placed on a layoff reemployment list for the classification the employee held at the time of the layoff. Each employee on a layoff reemployment list shall remain on that list for eighteen (18) 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.

### **Review of Written Reprimand**

When a written reprimand is issued to an employee by other than the employee's department head, and the employee desires to dispute all or part of the reprimand, the employee may request and will be granted a meeting to discuss the issue with their department director alone. Any decision by a department director on the merits of a reprimand shall be final.

### **Use of City Cell Phones**

The City has adopted a cell-phone policy that establishes the conditions under which employees may be assigned and provided City cell phones for business use. Such policy allows for limited (incidental) personal use at the employee's expense, either by direct reimbursement of actual costs as determined by the City, or by payroll deduction of a monthly fee. City employees required to have an assigned cell phone for business-related purposes may choose a 'personal use' payment method, or may carry a separate personal cell phone. This policy or provision shall not be interpreted to imply or authorize extensive personal calls on City time, or extensive personal use of a City cell phone.

## **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 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 Personnel 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.

### **Maintenance of Membership**

Any employee in this unit who has authorized Association dues deductions shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues during the period of February 1 through February 14 of each year of the MOU by notifying the Association in writing of their termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter. The

Association will provide the City's Human Resources written notification that is certified by an authorized representative of the Association to the City of the dues cancellations within ten (10) business days after the close of the withdrawal period. The City shall process the changes the next full pay period following receipt by the City of the termination notice from the Union.

### **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**

- A. The Association may distribute pamphlets, brochures, and membership cards on City premises only during non-working hours.
- B. The Association may, with the approval of the City Manager, hold meetings with its members on City property during non-working hours, provided:
  - 1. Request is 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.
  - 2. Such meetings shall not involve political campaigns or fund-raising events.
  - 3. 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 Manager, or designee. The Human Resources Manager, 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 Manager, 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 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 above 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 in the "Association Responsibility" section of this article below, 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 above, 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 above, 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.

Notwithstanding the provisions above, there exists within the City certain Human Resources 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 Human Resources Rules and Regulations, departmental rules and regulations, 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.

Except as specifically provided herein, no employee in the bargaining unit shall suffer any reduction in salary or economic benefits, such as health insurance and life insurance, sick leave or vacation, as a result of entering into this Agreement.

### **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.



## 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 7th day of July, 2026.

### CITY OF BREA

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attest: City Clerk

Dated: \_\_\_\_\_

### BREA CITY EMPLOYEES' ASSOCIATION

By:   
Tony Rosenstein, BCEA Co-Chair

Dated: 7/2/26

By:   
Louise Dignne, BCEA Co-Chair

Dated: 7-2-26

By:   
Alyse Decavallas  
OCEA Labor Relations Representative

Dated: 7/2/26

# **EXHIBIT A**

## List of Represented Classifications

# EXHIBIT A

## **Brea City Employees' Association**

### **List of Represented Classifications**

Accountant I

Accounting Technician I

Accounting Technician II

Administrative Assistant

Administrative Clerk I

Administrative Clerk II

Assistant Engineer

Assistant Planner

Assistant to the City Clerk

Building Maintenance Crew Leader

Building Maintenance Technician

Business Outreach Specialist

Buyer

City Clerk Specialist

Code Enforcement Officer

Combination Inspector I

Combination Inspector II

Community Development Specialist

Duplicating Technician I

Duplicating Technician II

Economic Development Analyst I

Engineering Technician I

Engineering Technician II

Environmental Services Inspector

Fire Prevention Specialist I

Fire Prevention Specialist II

Heavy Equipment Mechanic I

Heavy Equipment Mechanic II

Help Desk Technician  
Housing Rehabilitation Specialist  
Junior Plans Checker  
Landscape Maintenance Contract Administrator  
Maintenance Services Crew Leader  
Maintenance Worker I  
Maintenance Worker II  
Management Assistant  
Media Services Specialist I  
Payroll Technician  
Permit Technician  
Planning Technician  
Police Community Outreach Coordinator  
Police Records Clerk  
Police Records Technician  
Public Works Crew Leader  
Reprographic Specialist  
Senior Fire Prevention Specialist  
Senior Police Records Technician  
Street Sweeper Operator  
Water Distribution Crew Leader  
Water Distribution Operator I  
Water Distribution Operator II  
Water Quality Specialist

# **EXHIBIT B**

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

## EXHIBIT B

### Salary Tables Effective 07/05/2025 - 07/03/2026

| <b><u>JOB CLASS TITLE</u></b>    | <b>(APPROX. MONTHLY)</b> |                       |
|----------------------------------|--------------------------|-----------------------|
|                                  | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Accountant I                     | \$6,603.81               | \$8,454.49            |
| Accounting Technician I          | \$4,420.83               | \$5,659.75            |
| Accounting Technician II         | \$4,863.13               | \$6,226.00            |
| Administrative Assistant         | \$4,605.75               | \$5,896.49            |
| Administrative Clerk I           | \$3,788.28               | \$4,849.93            |
| Administrative Clerk II          | \$4,165.52               | \$5,332.89            |
| Assistant Engineer               | \$7,348.48               | \$9,407.86            |
| Assistant Planner                | \$6,540.62               | \$8,373.60            |
| Assistant to the City Clerk      | \$4,801.36               | \$6,146.93            |
| Building Maintenance Crew Leader | \$5,967.38               | \$7,638.75            |
| Building Maintenance Technician  | \$5,412.92               | \$6,929.87            |
| Business Outreach Specialist     | \$5,251.90               | \$6,723.72            |
| Buyer                            | \$5,543.88               | \$7,107.21            |
| City Clerk Specialist            | \$4,165.52               | \$5,332.89            |
| Code Enforcement Officer         | \$6,556.40               | \$8,393.80            |
| Combination Inspector I          | \$5,564.84               | \$7,124.36            |
| Combination Inspector II         | \$6,556.40               | \$8,393.80            |
| Community Development Specialist | \$4,836.83               | \$6,192.33            |
| Duplicating Technician I         | \$4,011.41               | \$5,135.59            |
| Duplicating Technician II        | \$5,011.92               | \$6,416.49            |
| Economic Development Analyst I   | \$6,470.88               | \$8,284.32            |
| Engineering Technician I         | \$5,000.00               | \$6,401.24            |

| <b><u>JOB CLASS TITLE</u></b>                | <b>(APPROX. MONTHLY)</b> |                       |
|----------------------------------------------|--------------------------|-----------------------|
|                                              | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Engineering Technician II                    | \$6,001.85               | \$7,683.84            |
| Environmental Services Inspector             | \$6,607.02               | \$8,458.61            |
| Fire Prevention Specialist I                 | \$6,170.53               | \$7,899.80            |
| Fire Prevention Specialist II                | \$7,015.35               | \$8,981.37            |
| Heavy Equipment Mechanic I                   | \$5,038.17               | \$6,450.10            |
| Heavy Equipment Mechanic II                  | \$5,542.89               | \$7,096.26            |
| Help Desk Technician                         | \$5,407.12               | \$6,922.45            |
| Housing Rehabilitation Specialist            | \$6,395.93               | \$8,188.36            |
| Junior Plans Checker                         | \$6,556.40               | \$8,393.80            |
| Landscape Maintenance Contract Administrator | \$5,968.48               | \$7,641.12            |
| Maintenance Worker I                         | \$4,556.59               | \$5,833.55            |
| Maintenance Worker II                        | \$4,784.63               | \$6,125.50            |
| Management Assistant                         | \$5,697.05               | \$7,292.71            |
| Media Services Specialist I                  | \$5,465.08               | \$6,996.65            |
| Payroll Technician                           | \$5,252.19               | \$6,723.24            |
| Permit Technician                            | \$4,770.69               | \$6,107.66            |
| Planning Technician                          | \$5,049.78               | \$6,464.97            |
| Police Community Outreach Coordinator        | \$5,601.72               | \$7,171.58            |
| Police Records Clerk                         | \$4,539.17               | \$5,811.25            |
| Police Records Technician                    | \$4,766.88               | \$6,102.78            |
| Public Works Crew Leader                     | \$5,683.22               | \$7,275.92            |
| Reprographics Specialist                     | \$6,001.85               | \$7,683.84            |
| Senior Fire Prevention Specialist            | \$7,716.89               | \$9,879.51            |
| Senior Police Records Technician             | \$5,241.84               | \$6,710.84            |

| <b><u>JOB CLASS TITLE</u></b>  | <b>(APPROX. MONTHLY)</b> |                       |
|--------------------------------|--------------------------|-----------------------|
|                                | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Street Sweeper Operator        | \$5,132.14               | \$6,570.40            |
| Water Distribution Crew Leader | \$6,618.50               | \$8,473.31            |
| Water Distribution Operator I  | \$5,003.61               | \$6,405.86            |
| Water Distribution Operator II | \$5,337.48               | \$6,833.29            |
| Water Quality Specialist       | \$6,022.00               | \$7,708.67            |



# **EXHIBIT C**

Salary Tables  
Effective July 04, 2026 – July 02, 2027

## EXHIBIT C

### Salary Tables Effective 07/04/2026 - 07/02/2027

| <b><u>JOB CLASS TITLE</u></b>    | <b>(APPROX. MONTHLY)</b> |                       |
|----------------------------------|--------------------------|-----------------------|
|                                  | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Accountant I                     | \$6,768.90               | \$8,665.86            |
| Accounting Technician I          | \$4,531.35               | \$5,801.25            |
| Accounting Technician II         | \$4,984.71               | \$6,381.65            |
| Administrative Assistant         | \$4,720.89               | \$6,043.91            |
| Administrative Clerk I           | \$3,882.99               | \$4,971.18            |
| Administrative Clerk II          | \$4,269.66               | \$5,466.21            |
| Assistant Engineer               | \$7,532.19               | \$9,643.05            |
| Assistant Planner                | \$6,704.14               | \$8,582.94            |
| Assistant to the City Clerk      | \$4,921.40               | \$6,300.60            |
| Building Maintenance Crew Leader | \$6,116.57               | \$7,829.72            |
| Building Maintenance Technician  | \$5,548.25               | \$7,103.12            |
| Business Outreach Specialist     | \$5,383.20               | \$6,891.82            |
| Buyer                            | \$5,682.48               | \$7,284.89            |
| City Clerk Specialist            | \$4,269.66               | \$5,466.21            |
| Code Enforcement Officer         | \$6,720.31               | \$8,603.64            |
| Combination Inspector I          | \$5,703.96               | \$7,302.47            |
| Combination Inspector II         | \$6,720.31               | \$8,603.64            |
| Community Development Specialist | \$4,957.75               | \$6,347.14            |
| Duplicating Technician I         | \$4,111.70               | \$5,263.98            |
| Duplicating Technician II        | \$5,137.22               | \$6,576.90            |
| Economic Development Analyst I   | \$6,632.65               | \$8,491.43            |
| Engineering Technician I         | \$5,125.01               | \$6,561.27            |

| <b><u>JOB CLASS TITLE</u></b>                | <b>(APPROX. MONTHLY)</b> |                       |
|----------------------------------------------|--------------------------|-----------------------|
|                                              | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Engineering Technician II                    | \$6,151.90               | \$7,875.94            |
| Environmental Services Inspector             | \$6,772.19               | \$8,670.07            |
| Fire Prevention Specialist I                 | \$6,324.80               | \$8,097.29            |
| Fire Prevention Specialist II                | \$7,190.74               | \$9,205.91            |
| Heavy Equipment Mechanic I                   | \$5,164.12               | \$6,611.35            |
| Heavy Equipment Mechanic II                  | \$5,681.46               | \$7,273.66            |
| Help Desk Technician                         | \$5,542.30               | \$7,095.51            |
| Housing Rehabilitation Specialist            | \$6,555.82               | \$8,393.07            |
| Junior Plans Checker                         | \$6,720.31               | \$8,603.64            |
| Landscape Maintenance Contract Administrator | \$6,117.69               | \$7,832.15            |
| Maintenance Worker I                         | \$4,670.50               | \$5,979.39            |
| Maintenance Worker II                        | \$4,904.24               | \$6,278.64            |
| Management Assistant                         | \$5,839.48               | \$7,475.03            |
| Media Services Specialist I                  | \$5,601.71               | \$7,171.57            |
| Payroll Technician                           | \$5,383.49               | \$6,891.32            |
| Permit Technician                            | \$4,889.96               | \$6,260.35            |
| Planning Technician                          | \$5,176.03               | \$6,626.59            |
| Police Community Outreach Coordinator        | \$5,741.76               | \$7,350.87            |
| Police Records Clerk                         | \$4,652.65               | \$5,956.54            |
| Police Records Technician                    | \$4,886.05               | \$6,255.35            |
| Public Works Crew Leader                     | \$5,825.30               | \$7,457.82            |
| Reprographics Specialist                     | \$6,151.90               | \$7,875.94            |
| Senior Fire Prevention Specialist            | \$7,909.81               | \$10,126.50           |
| Senior Police Records Technician             | \$5,372.89               | \$6,878.62            |

| <b><u>JOB CLASS TITLE</u></b>  | <b>(APPROX. MONTHLY)</b> |                       |
|--------------------------------|--------------------------|-----------------------|
|                                | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Street Sweeper Operator        | \$5,260.45               | \$6,734.66            |
| Water Distribution Crew Leader | \$6,783.96               | \$8,685.14            |
| Water Distribution Operator I  | \$5,128.70               | \$6,566.00            |
| Water Distribution Operator II | \$5,470.92               | \$7,004.12            |
| Water Quality Specialist       | \$6,172.55               | \$7,901.39            |

# **EXHIBIT D**

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

## EXHIBIT D

### Salary Tables Effective 07/03/2027 - 06/30/2028

| <b><u>JOB CLASS TITLE</u></b>    | <b>(APPROX. MONTHLY)</b> |                       |
|----------------------------------|--------------------------|-----------------------|
|                                  | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Accountant I                     | \$6,938.12               | \$8,882.50            |
| Accounting Technician I          | \$4,644.64               | \$5,946.28            |
| Accounting Technician II         | \$5,109.33               | \$6,541.19            |
| Administrative Assistant         | \$4,838.92               | \$6,195.00            |
| Administrative Clerk I           | \$3,980.06               | \$5,095.46            |
| Administrative Clerk II          | \$4,376.40               | \$5,602.86            |
| Assistant Engineer               | \$7,720.49               | \$9,884.13            |
| Assistant Planner                | \$6,871.74               | \$8,797.52            |
| Assistant to the City Clerk      | \$5,044.43               | \$6,458.11            |
| Building Maintenance Crew Leader | \$6,269.48               | \$8,025.46            |
| Building Maintenance Technician  | \$5,686.95               | \$7,280.70            |
| Business Outreach Specialist     | \$5,517.78               | \$7,064.11            |
| Buyer                            | \$5,824.54               | \$7,467.01            |
| City Clerk Specialist            | \$4,376.40               | \$5,602.86            |
| Code Enforcement Officer         | \$6,888.31               | \$8,818.73            |
| Combination Inspector I          | \$5,846.56               | \$7,485.03            |
| Combination Inspector II         | \$6,888.31               | \$8,818.73            |
| Community Development Specialist | \$5,081.69               | \$6,505.82            |
| Duplicating Technician I         | \$4,214.49               | \$5,395.58            |
| Duplicating Technician II        | \$5,265.65               | \$6,741.32            |
| Economic Development Analyst I   | \$6,798.47               | \$8,703.71            |
| Engineering Technician I         | \$5,253.13               | \$6,725.30            |

| <b><u>JOB CLASS TITLE</u></b>                | <b>(APPROX. MONTHLY)</b> |                       |
|----------------------------------------------|--------------------------|-----------------------|
|                                              | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Engineering Technician II                    | \$6,305.69               | \$8,072.84            |
| Environmental Services Inspector             | \$6,941.50               | \$8,886.83            |
| Fire Prevention Specialist I                 | \$6,482.91               | \$8,299.72            |
| Fire Prevention Specialist II                | \$7,370.50               | \$9,436.06            |
| Heavy Equipment Mechanic I                   | \$5,293.23               | \$6,776.63            |
| Heavy Equipment Mechanic II                  | \$5,823.50               | \$7,455.51            |
| Help Desk Technician                         | \$5,680.86               | \$7,272.90            |
| Housing Rehabilitation Specialist            | \$6,719.72               | \$8,602.89            |
| Junior Plans Checker                         | \$6,888.31               | \$8,818.73            |
| Landscape Maintenance Contract Administrator | \$6,270.63               | \$8,027.95            |
| Maintenance Worker I                         | \$4,787.27               | \$6,128.88            |
| Maintenance Worker II                        | \$5,026.85               | \$6,435.60            |
| Management Assistant                         | \$5,985.47               | \$7,661.91            |
| Media Services Specialist I                  | \$5,741.75               | \$7,350.86            |
| Payroll Technician                           | \$5,518.08               | \$7,063.60            |
| Permit Technician                            | \$5,012.21               | \$6,416.86            |
| Planning Technician                          | \$5,305.43               | \$6,792.26            |
| Police Community Outreach Coordinator        | \$5,885.31               | \$7,534.64            |
| Police Records Clerk                         | \$4,768.97               | \$6,105.45            |
| Police Records Technician                    | \$5,008.20               | \$6,411.73            |
| Public Works Crew Leader                     | \$5,970.93               | \$7,644.26            |
| Reprographics Specialist                     | \$6,305.69               | \$8,072.84            |
| Senior Fire Prevention Specialist            | \$8,107.55               | \$10,379.66           |
| Senior Police Records Technician             | \$5,507.21               | \$7,050.58            |

| <b><u>JOB CLASS TITLE</u></b>  | <b>(APPROX. MONTHLY)</b> |                       |
|--------------------------------|--------------------------|-----------------------|
|                                | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| Street Sweeper Operator        | \$5,391.96               | \$6,903.03            |
| Water Distribution Crew Leader | \$6,953.56               | \$8,902.27            |
| Water Distribution Operator I  | \$5,256.92               | \$6,730.15            |
| Water Distribution Operator II | \$5,607.69               | \$7,179.22            |
| Water Quality Specialist       | \$6,326.86               | \$8,098.92            |



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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 FIRE MANAGEMENT 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 City of Brea has recognized the Brea Fire 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, 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 City and the Brea Fire Management Association have met and conferred in good faith and have reached an agreement on changes in wages, hours and terms and conditions of employment.

(v) The Brea Fire 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 Fire Management Association (Exhibit A), is approved.

**APPROVED and ADOPTED** THIS 7<sup>th</sup> DAY OF July 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 7<sup>th</sup>. day of July, 2026, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Victoria Popescu, City Clerk

# EXHIBIT A

# **Memorandum of Understanding**

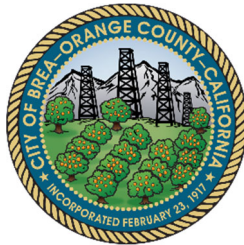
**BETWEEN**

**THE CITY OF BREA**

**AND**

**THE BREA FIRE  
MANAGEMENT  
ASSOCIATION**

**JULY 1, 2026 THROUGH JUNE 30, 2028**



**Brea Civic & Cultural Center  
Human Resources Division 1  
Civic Center Circle  
Brea, CA 92821  
714-990-7600**

**[www.cityofbrea.gov](http://www.cityofbrea.gov)**

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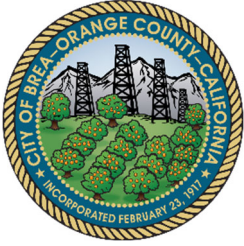
### EXHIBIT A – SALARY TABLES

Effective January 3, 2026 – July 3, 2026  
Effective July 4, 2026 – July 2, 2027  
Effective July 3, 2027 – June 30, 2028

### EXHIBIT B – UNIFORMS – CLASS A AND B

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BREA  
AND  
THE BREA FIRE 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 Fire 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 Fire 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 Fire 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 Fire Battalion Chief, Fire Division Chief and Fire Deputy Chief. Effective the first full pay period following the City Council adoption of job descriptions and salary ranges for Fire Division Chief and Fire Deputy Chief, any employee currently receiving assignment pay shall be formally offered those positions and thereafter the City shall follow all City of Brea promotional processes to hire employees into the Fire Division Chief and Fire Deputy Chief classifications.

**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, 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 reopen 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**

- A. Because Federal and State Disability Laws require accommodations for individuals protected under those Acts, 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 respective disability laws, who meets the minimum requirements for the position, and who has notified the employer of their 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 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 an agreement shall not preclude the City from implementation during the term of this Agreement.
- C. 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 – WORK SCHEDULES**

### **Schedule Modifications and Eliminations**

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

### **48/96 Shift Schedule**

The work schedule for sworn employees performing “shift work” includes two work shifts on duty followed by four shifts off duty (commonly called a “48/96” schedule).

### **9/80 and 4/10 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.

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 48/96 schedule, 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 any work schedule. Failure to reach agreement on any change, revision or elimination of any work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding. Continuation of any work schedule shall be at the sole discretion of the Department Director, who shall provide a minimum fourteen (14) calendar day notice before changing such assignments.

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

### **Salaries**

Salaries effective during the term of this MOU, are listed in Exhibit "A" and 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**

Merit increases will become effective on the date earned, if subsequently approved.

### **FLSA Work Period**

On or about the first payroll period of October 2007, the Fire Suppression (Shift) Battalion Chiefs commenced a regular payroll based upon one-hundred-twelve (112) hours of compensation for each fourteen (14) day payroll period. The hourly rate is calculated by multiplying the monthly salary rate by twelve months and dividing the product by 2912 hours. Effective that same date, any and all informal banks of hours for Battalion Chiefs were vacated.

Effective with the 48/96 schedule, all twenty-four (24) hour "shift" employees' work period for the

calculation of overtime pay shall be twenty-four (24) day work period per Section 207(k) of the Fair Labor Standards Act (FLSA).

## **OVERTIME**

The City and the Brea Fire 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 overtime benefits above and beyond the requirements of the FLSA.

Effective the first full payroll period commencing on or after February 1, 2020, Fire Suppression (Shift) Battalion Chiefs working the 48/96 work schedule, shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of the employee's regular schedule. The Battalion Chiefs regular schedule is based upon working one hundred twelve (112) hours in a fourteen (14) day work period. These excess hours shall be referred to as "premium overtime."

Paid leaves shall be regarded as hours worked for the purposes of overtime calculations for "shift" employees in the Battalion Chief classification.

The employee may elect to bank the equivalent hours as compensatory time off (CTO). During such authorized assignments, the Battalion Chief will be compensated for Shift hours worked at one and one-half (1.5) times the employee's hourly rate of a Battalion Chief (excluding any certification or other special pay). The maximum bank of CTO shall not exceed one hundred-twenty (120) hours at any time. In addition, in November of each year, any CTO bank in excess of ninety-six (96) hours shall be paid to the affected Battalion Chief. Scheduling of paid leave from the CTO bank will be subject to Fire Department vacation request procedures. The availability of Shift Trades shall not be affected by this CTO bank, but shall be subject to members meeting specific job assignments and requirements as determined by the Fire Chief.

Fire Suppression Battalion Chiefs assigned to work with other entities in response to task force, strike team, or for "assistance by hire" assignments on behalf of a third party shall be eligible for overtime compensation at a rate equivalent to time and one-half (1.5) of the employee's hourly rate for each hour of such assignment if the contract for such assignment, or the conditions of reimbursement from the third party, provide for full reimbursement of overtime costs at the time and one-half hourly rate. The City shall not be responsible for time and one-half payments unless so reimbursed.

A Fire Division Chief shall be eligible for overtime pay for any hours worked as a Fire Suppression (Shift) Battalion Chief as authorized by the Fire Chief. During such authorized assignments, the Division Chief will be compensated for Shift hours worked at one and one-half (1.5) times their base-salary hourly rate of a Shift Battalion Chief (excluding any certification or other special pay).

A Fire Division Chief shall be eligible for straight time overtime pay for any hours worked as a Fire Division Chief as authorized by the Fire Chief. During such authorized assignments,

the Division Chief will be compensated for hours worked at the straight-time base-salary hourly rate of a Fire Division Chief (excluding any certification or other special pay) or may elect to bank the equivalent hours as compensatory time off (CTO). The CTO option only applies to overtime earned while serving as a Fire Division Chief. The maximum bank of CTO for a Division Chief shall not exceed fifty (50) hours at any time, representing the non-shift equivalent to the accrual rate of shift employees. In addition, in November of each year, any CTO bank in excess of forty (40) hours shall be paid to the affected Division Chief. Scheduling of paid leave from the CTO bank will be subject to Fire Department vacation request procedures. The availability of Shift Trades shall not be affected by this CTO bank, but shall be subject to members meeting specific job assignments and requirements as determined by the Fire Chief.

Fire Division Chiefs are also eligible for premium overtime at one and one half (1.5) times the base salary for hours worked beyond their normal work schedule if there is a reimbursement provided for the time and half rate from an outside source such as the Office of Emergency Services or a Federal Agency. The City shall not be responsible for time and one-half payments unless so reimbursed by an outside agency.

## **SPECIAL PAYS**

### **Uniform Allowance**

The City shall provide a lump sum uniform allowance in the amount of \$850 per fiscal year per employee.

Uniform allowance shall be paid directly to the employee as early as feasible in July of each year. In order to comply with CalPERS reporting requirements for uniform allowance for Classic employees, the uniform 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 - Newly appointed Association employees shall be provided with an initial Class A Dress Uniform and Class B Station Work Uniform by the Department pursuant to Exhibit B. The following July 1, the newly appointed employee shall be eligible to receive the \$850 annual uniform allowance following the initial appointment. Thereafter, the employee shall be on the same annual cycle as other non-probationary employees.

### **Vehicle Assignment**

Fire Battalion Chiefs assigned to Fire Division Chief or Deputy Chief, at the Fire Chief's discretion, may be assigned a vehicle for use when responding to emergency incidents.

**ARTICLE V - LEAVES****VACATION****Vacation Accruals**

- A. Non-Shift Employees. Non-shift employees shall earn and accrue vacation leave time at the following rates:

| <u>Following</u>       | <u>Vacation Accrual</u> |
|------------------------|-------------------------|
| 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          |

- B. Shift Employees:

| <u>Following</u>       | <u>Vacation Accrual</u> |
|------------------------|-------------------------|
| Initial Hire           | 120 hours/year          |
| Completion of 3 Years  | 180 hours/year          |
| Completion of 7 Years  | 195 hours/year          |
| Completion of 13 Years | 240 hours/year          |
| Completion of 16 Years | 262.5 hours/year        |
| Completion of 19 Years | 300 hours/year          |

**Maximum Accrual of Vacation Leave**

Non-shift employees shall be entitled to accrue a maximum of 400 hours of vacation leave. Shift employees shall be entitled to accrue a maximum of 600 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. A non-shift employee must have used one (1) consecutive work week of paid leave (excluding sick leave) within one (1) year from the date the employee is requesting a vacation buy-back. The minimum amount of each buy-back for a non-shift employee shall be forty (40) hours.
- B. A shift employee must have used seventy-two (72) consecutive hours of paid leave (excluding sick leave) within one (1) year prior to the date the employee is requesting a vacation buy-back. The minimum amount of each buy-back for a shift employee shall be forty (40) hours.
- C. Shift employees must maintain a minimum balance of one hundred twenty (120) hours

in their vacation leave banks. Non-shift employees must maintain a minimum of eighty (80) hours in their vacation leave banks.

## **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

### **Non-Shift Employees**

A holiday is considered a maximum of nine (9) hours regardless of the employee's work schedule (such as 4/10, 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 comp time).

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. 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 hours of holiday pay for 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) 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) hours of floating holiday leave time if hired between July 1 and December 31 of each year and four and one half (4.5) 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 30<sup>th</sup> when extenuating circumstances occur.

### **Shift Employees**

Shift employees do not have designated holidays. Shift employees shall accrue one hundred forty-four (144) holiday hours per fiscal year at the rate of approximately 5.54 hours per pay period. Accrued holiday hours shall be recorded on the employee's paycheck stub.

It is not the intention of the City to encourage the accumulation of holiday hours. Maximum consideration shall be given to taking holiday hours on the designated holidays. A shift employee must submit a written request to their immediate supervisor prior to taking holiday hours off. Holiday hours for shift employees may only be taken subject to the approval of the Fire Chief after the consideration of the departmental workload and other staffing considerations, such as, but not limited to, the approved leave schedule of other employees, sick leave and position vacancies, and the impact of the used holiday upon overtime expenditures.

When a designated holiday is taken off, the employee's holiday accrual balance shall be debited in the amount of holiday hours taken off. Vacation and/or compensatory time off, shall not be utilized to fund a used holiday off, unless the employee's holiday bank has a balance of hours less than the hours in a worked day. In such case the existing holiday bank may be supplemented with vacation and/or compensatory time off earned hours to the extent necessary to equal the holiday hours taken off.

Holiday hours accumulated and not taken shall be paid on the first payday in November at the employee's basic rate of pay as of the date of payoff. Payoff of accumulated holiday hours shall be processed with the employee's regular payroll check.

## **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**

Non-shift employees shall earn eight (8) hours of sick leave per month; shift employees shall earn twelve (12) 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 Fire 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**

A non-shift employee shall be allowed to use the maximum annual sick accrual of ninety-six (96) hours of personal sick leave per calendar year due to the death or diagnosis, care or treatment of an existing health condition of a family member or for medical and/or dental appointments for immediate family members. A shift employee shall be allowed to use the maximum annual sick accrual of one hundred forty-four (144) hours of personal sick leave per calendar year due to death or diagnosis, care or treatment of an existing health condition of a family member or for medical and/or dental appointments for immediate family members. 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 parentis relationship), 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 Fire Chief 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 Fire Chief or designee after the first three (3) work shifts (five [5] work days for forty [40] hour employees). 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 the 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 Fire Chief 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.

**Return to Work After Sick Leave**

An employee using sick leave pursuant to this Article and City of Brea Human Resources Rules and Regulations, may be required by the Human Resources Officer to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee was incapacitated for the performance of their duties during the sick leave use and that the employee is capable of performing their duties or such of their duties as are enumerated in the certificate. The Human Resources Officer may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of their position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable of performing. In cases of disabling illness or injury, the Human Resources Officer, in conjunction with the Fire Chief shall assess the City's ability to provide reasonable accommodation.

**Sick Leave Conversion**

Upon an employee's written request, the City will convert sixty (60) hours (shift employees) or twenty (20) hours (non-shift employees) 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 1200 hours (shift employees) or 875 hours (non-shift employees) of sick leave in their sick leave bank at the time of the request.
- B. The conversion of sick leave hours to administrative leave may occur only one (1) time per fiscal year per employee.
- C. Sick leave converted to administrative leave shall not be carried over from one (1) fiscal year to the next, nor may employees convert unused administrative leave to cash.
- D. Sick leave hours converted to administrative leave may only be taken subject to the approval of the Fire Chief.

**Bereavement Leave**

An employee shall be allowed five (5) days (non-shift employees) or forty-eight (48) hours (shift employees), as applicable, 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 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 for non-shift employees and forty-eight (48) hours for shift employees. 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 for non-shift employees and forty-eight (48) hours for shift employees. Bereavement leave hours shall not accrue or carry over to a new fiscal year.

## **OTHER LEAVES**

### **Leave of Absence Without Pay**

The Fire Chief 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 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 additional leave. 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.

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

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   |
| 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 opt-out of all City health plans shall be required to deposit the amount in a deferred compensation (457) plan and said amount shall not be considered cash in lieu for the purposes of FLSA overtime calculations.

Employees who do not use the full amount of the Flexible Benefit contribution for optional benefits provided herein shall be required to deposit the amount in a deferred compensation (457) plan. And said amount shall not be considered cash in lieu for the purposes of FLSA overtime calculations.

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 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 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 June 30, 2017. The inclusion of this vesting language is to comply with the Supreme Court's decision in M&G Polymers v. Thacker, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Employees newly hired into this unit after June 30, 2017, 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 per month for the 2026 calendar year).

### **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 (1) times the individual employee's annual salary. An employee may purchase additional (optional) life insurance at their own expense, subject to the terms, conditions, and approval of the insurance carrier.

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

- A. The City shall provide Long-Term Disability Insurance benefits for all employees during the term of this Agreement.
- B. Effective for qualifying illnesses or injuries occurring after April 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$15,000 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, 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.
- C. Maximum Benefit Period. Section 1, Schedule of Insurance, Item B, Maximum Benefit Period, of the City's Long-Term Disability Policy, shall be amended as follows:

**B. MAXIMUM BENEFIT PERIOD**

Disability Due to Injury - The longer of (1) and (2) defined as:

- (1) 12 months,
- (2) To age 65.

Disability Due to Sickness - The longer of (1) and (2) defined as:

- (1) 12 months,
- (2) To age 65.

**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 medical care expenses or dependent care expenses, or both. Employees who choose to participate in the program shall pay all subsequent program administration costs and/or fees.

**Deferred Compensation**

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

**Retirement Health Savings Plan (RHSP)**

Effective July 1, 2019, any Fire 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 a contribution to the RHSP. The amount of contribution will be calculated as the dollar value of the unused sick leave multiplied by 50%.

All Fire Management employees who separate from the City of Brea in good standing (i.e., for non-disciplinary reasons) and have an accumulated bank of unused vacation and/or Compensatory Time Off shall have 100% of the accumulated leave converted to an employer contribution to the RHSP. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of vacation and/or Compensatory Time Off hours eligible under this provision.

Employees in the following categories will contribute to their own RHSP accounts the amount described by payroll deduction:

1. Fire Management employees shall contribute two percent (2%) of their normal base salary (inclusive of assignment and Professional Development Pay) effective April 1, 2020.

## **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.

Retirement Formula - The CalPERS plan in effect for Safety Members hired before September 17, 2011, is the 3% @ 50 formula for Local Safety Members, based on the single highest year. The CalPERS plan in effect for unit members hired as Classic safety employees on or after September 17, 2011, is the 2% @ 50 formula, (except as noted below in the section titled "New Employees") based on the three highest consecutive years and shall not be eligible for the single highest year benefit.

Employee Contribution - Employees hired as "Classic" Local Safety Members under the CalPERS definition shall pay the entire nine percent (9%) CalPERS-mandated employee retirement contribution. Effective the first full payroll period commencing on or after July 1, 2017 "Classic" safety employees in the unit shall pay an additional three percent (3%) cost sharing contribution pursuant to Government Code Section 20516 for a total CalPERS contribution of twelve percent (12%).

New Employees or New Members - Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), Local Safety Members in this unit who are "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 2.7% @ 57 Retirement Formula for Local Safety Members (Government Code Section 7522.25(d) Safety Option Plan Two) based on the three highest consecutive years and shall be ineligible for the single highest year benefit.

PEPRA Employee Contribution - Pursuant to PEPRA, "new employees" or "new members" hired on or after January 1, 2013, shall individually 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 up to an additional three percent (3%) contribution pursuant to Government Code Section 20516 for a maximum contribution of twelve percent (12%). This cost sharing contribution shall be treated as normal member CalPERS contributions to the extent provided by statute.

1959 Survivor Benefit - The CalPERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The employee shall pay one hundred percent (100%) of the monthly cost for this benefit, in addition to the \$2.00 monthly cost for the Basic Level 1959 Survivor Benefit.

Single Highest Year - All safety employees subject to the single highest year (one-year final compensation) benefit shall fund that benefit one hundred percent (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.

Association members hired after July 1, 2011, shall not be eligible for the single highest year benefit.

Implementation of all 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 amount(s). Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code section 414 (h) (2).

### **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**

Employees who hold full-time status as of July 1 of each fiscal year shall receive a Wellness Benefit in the amount of four hundred and fifty dollars (\$450) 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 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.

### **Eligibility**

In addition to training provided by the City, each employee shall be eligible for reimbursement for college level coursework as part of a degree program. 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 attendance 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.

In order to be eligible for reimbursement, employees are required to submit a request for Education Reimbursement prior to the scheduled program and obtain approval from the Human Resources Manager or their designee. Proof of completion of the approved college course work shall consist of 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 the Human Resources Manager (or their designee) and must be accompanied by a receipt for all eligible expenses incurred.

### **Reimbursement Schedule (Successor Tuition Reimbursement Program)**

Effective July 1, 2019, the maximum lifetime amount of education reimbursement available to each non-grandfathered employee shall be \$12,000 for a bachelor's degree and \$12,000 for master's degree (or a total of \$24,000) obtainable on a reimbursable basis with proof of completion of the degree(s) and eligible expenses. 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 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. Up to \$250 of the annual \$750 may be used for reimbursement of technology items (computer-related hardware or software) pre-approved by the Human Resources Manager. Money used for professional development and certification courses or technology items 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, except for technology items, received in the 24 months preceding such separation, at the rate of 1/24<sup>th</sup> for each full month they separate prior to 24 months.

### **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 above.

## **ARTICLE VIII - OTHER PROVISIONS**

### **Residency Requirement**

As a condition of employment, all Association employees hired by the Brea Fire Department after January 1, 2022, shall, within six (6) months of date of hire, establish a bona-fide residence and reside within a reasonable distance from the Brea Fire Department assigned fire station. Reasonable distance shall mean four (4) hours driving time from the nearest Fire Station, with the employee driving at posted speed limits.

### **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 legal or illegal intoxicating substances or knowing misuse of a prescribed or non-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.

### **Use of Tobacco Products**

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

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

### **Firefighter Bill of Rights**

On and after January 1, 2008, the investigation and process for disciplinary actions against non-probationary Battalion Chiefs shall be consistent with the Brea Human Resources Rules and Regulations and Government Code Section 3250 et seq. (hereinafter referred to as the Firefighter Procedural Bill of Rights, or "FBOR"). In lieu of Brea's Rule X, an appeal from a disciplinary action shall be conducted as provided below.

1. A written notice of a disciplinary decision (or "accusation" as that term is used in GC 11500 et seq.), shall be provided to the non-probationary Battalion Chief at least forty-eight (48) hours before the effective date. The decision shall also include a copy of the employee's rights to appeal the decision within fifteen (15) calendar days, and copies of GC 11507.5, 11057.6, and 11507.7
2. Within fifteen (15) calendar days after delivery of a written notice of a disciplinary decision (or "accusation" as that term is used in GC 11500 et seq.), a non-probationary Battalion Chief may file an appeal by serving a written Notice of Defense (see below) to the Human Resources Manager. Failure to file such Notice of Defense within fifteen (15) calendar days, as determined by time-stamp upon receipt in the Human Resources Department office, shall be deemed a waiver of the employee's right to appeal under the FBOR and the Administrative Procedures Act (GC 11500 et seq.).

3. The Notice of Defense shall include the following:
  - a) A request for hearing;
  - b) The basis of the appeal, including objections to the accusation(s) or the form of the accusation(s);
  - c) Admission(s) to any part of the accusation(s);
  - d) The name, address and telephone number of any designated attorney or other party representing the employee in the appeal;
  - e) The signature of the employee and the date signed.
4. In the absence of any express admission or objection, the Notice of Defense shall be deemed a specific denial of all parts of the accusation.
5. Upon receipt of the Notice of Defense, the City will contact the California Office of Administrative Hearings to request assignment to an administrative law judge and the scheduling of an appeal hearing. Further notices regarding the hearing will be provided to the employee and such parties as the employee included in the Notice of Defense. The hearing shall be conducted by the administrative law judge in accordance with GC 11508 et seq.

## **ARTICLE IX – 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.

### **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.

## **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 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 7<sup>th</sup> day of July 2026.

### **CITY OF BREA**

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

### **FIRE MANAGEMENT ASSOCIATION**

JUSTIN ZUHLKE

\_\_\_\_\_  
Justin Zuhlke, BFMA President

Dated: 7/2/2026

## **EXHIBIT A**

### **Salary Tables Effective:**

**January 3, 2026 – July 3, 2026**

**July 4, 2026 – July 2, 2027**

**July 3, 2027 – June 30, 2028**

**EXHIBIT A****Salary Tables Effective 01/03/2026 – 07/03/2026**

| <b><u>JOB CLASS TITLE</u></b> | <b>(APPROX. MONTHLY)</b> |                       |
|-------------------------------|--------------------------|-----------------------|
|                               | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| FIRE BATTALION CHIEF          | \$13,253.85              | \$16,968.18           |
| FIRE DIVISION CHIEF           | \$14,579.23              | \$18,665.00           |
| FIRE DEPUTY CHIEF             | \$16,037.15              | \$20,531.48           |

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

| <b><u>JOB CLASS TITLE</u></b> | <b>(APPROX. MONTHLY)</b> |                       |
|-------------------------------|--------------------------|-----------------------|
|                               | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| FIRE BATTALION CHIEF          | \$13,585.20              | \$17,392.38           |
| FIRE DIVISION CHIEF           | \$14,943.71              | \$19,131.62           |
| FIRE DEPUTY CHIEF             | \$16,438.08              | \$21,044.77           |

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

| <b><u>JOB CLASS TITLE</u></b> | <b>(APPROX. MONTHLY)</b> |                       |
|-------------------------------|--------------------------|-----------------------|
|                               | <b><u>MINIMUM</u></b>    | <b><u>MAXIMUM</u></b> |
| FIRE BATTALION CHIEF          | \$13,924.83              | \$17,827.19           |
| FIRE DIVISION CHIEF           | \$15,317.30              | \$19,609.91           |
| FIRE DEPUTY CHIEF             | \$16,849.03              | \$21,570.89           |

## **EXHIBIT B**

### **Class A Dress Uniform – Chief Officers**

Class A uniform is to be worn by fire department members during formal department related events that include public presentations, funerals, annual inspection and special events or as specified by the Fire Chief.

The following items comprise the full-dress uniform:

- A. Uniform Shirt – White long sleeve
- B. Uniform pants – Black pants
- C. Uniform Jacket – Black double breasted with gold buttons
- D. Leather belt – 1 ¾" Black with silver Fire Department buckle
- E. Tie – Black with gold tie tack
- F. Socks – Black
- G. Dress shoes -Black
- H. Dress hat – White with hat piece and gold chin strap and black bill

### **Class B Station Work Uniform – Battalion Chiefs**

The Department will provide the required Class B work uniforms and undergarments:

- A. (4) Shirts – 3 short sleeve black and 1 long sleeve black
- B. (1) Work Jacket – Black
- C. (3) Pants – Black
- D. (1) Leather Belt – Black with gold Fire Department buckle.
- E. (1) Safety Boots or approved non-safety station footwear

#### **Undergarments**

- A. (4) Black (chief officer) T-shirts
- B. (2) Black (chief officer) athletic (gym) shorts



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