

Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

THE ADMINISTRATIVE AND
PROFESSIONAL
EMPLOYEES'
ASSOCIATION

JANUARY 1, 2018 THROUGH JUNE 30, 2020



Brea Civic & Cultural Center
Human Resources Division
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BREA
AND
THE ADMINISTRATIVE AND PROFESSIONAL
EMPLOYEES' ASSOCIATION**

January 1, 2018 THROUGH June 30, 2020

This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Administrative and Professional Employees' Association.

A. Recitals

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

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

B. Agreement

Now, therefore, the parties hereto agree as follows:

ARTICLE I – RECOGNITION

Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No. 06-62, the City of Brea (hereinafter called the "City") has recognized the Administrative and Professional Employees' Association (hereinafter called the "Association") as the majority representative of employees in the bargaining unit, which includes the full-time employees in the classifications listed in Exhibit "A," for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

ARTICLE II – NONDISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee because of race, color, gender, age, national origin, marital status, sexual preference, genetic information, political or religious affiliations, disability, and/or exercise of rights under the Meyers-Milias-Brown Act, except as may be required for compliance with Federal or State law. The City and the Association shall re-open any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State anti-discrimination laws.

Disability Discrimination Laws

Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment only to the extent necessary to reasonably accommodate an individual covered by the Act, who meets the minimum requirements (as defined under ADA) for the position, and who has notified the employer of his/her disability.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the law, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach agreement shall not preclude the City from implementation during the term of the Agreement. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE III – SCHEDULING/HOURS OF WORK AND ASSIGNMENTS

Work Schedules

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

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

Consistent with the City Rights Article, it shall be understood that the continuation of the structured, synchronized 9/80 work schedule or any authorized 4/10 schedule shall be the sole responsibility of the City, consistent with the needs of the community. Concurrent with its obligations under the Meyers-Milias-Brown Act, the City and the Association will meet and confer at any time prior to any change, revision, or elimination of the structured, synchronized 9/80 work schedule. Failure to reach agreement on any change, revision or elimination of the structured synchronized 9/80 work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding. Continuation of the 4/10 work schedule shall be the sole discretion of the Department Director, who shall provide a minimum 14 calendar day notice before changing such assignments.

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

Paid Lunch Break

The City agrees to reopen negotiations on paid lunch breaks if subordinate employees to the Police Records Supervisor or Maintenance Services Supervisor receive paid lunch breaks.

ARTICLE IV – SALARY AND WAGE PLAN

Salaries

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

The City will credit each bargaining unit member in paid status the first full pay period after the City Council adopts the MOU a one-time non-CalPERS reportable lump sum in the amount of \$1,200.

Effective the first full payroll period commencing on or after July 1, 2019, the "base salary" of each classification shall be increased by two percent (2%).

If, during the term of this contract, any other bargaining unit with the City receives a higher total Cost of Living Adjustment (COLA) during Fiscal Year 2018/2019 or Fiscal Year 2019/2020, the higher COLA shall be provided to APEA members effective the same date

as made available to the other bargaining unit. For purposes of this clause, 'total COLA' shall be the cost of living adjustment minus any new CalPERS pick-up paid by the employee.

Merit Increases

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

Call-Back Pay

- A. Any overtime-exempt employee called back to work during off-duty periods (days off, weekends, or after completing his/her normal work shift and having left City premises and/or his/her work location) shall be eligible for compensation under the following conditions and circumstances:
1. If the employee is called back to work during an off-duty period, and has to physically respond to the City work location, he/she shall receive a minimum of two (2) hours compensation, regardless of whether the employee actually works less than two (2) hours, and actual time worked if the time spent exceeds two (2) hours.
 2. If the employee is able to respond to the matter by telephone or internet access, and does not physically respond to a City work location, he/she shall receive the minimum two (2) hours compensation for the first call in any 12-hour off-duty period, and only actual time incurred for subsequent calls after the first two hours and within that same 12-hour off-duty period.
 3. In either event described above, a second or subsequent call-back occurring within the first two (2) hours shall be considered part of the continuous working time included in the minimum two (2) hours.
 4. It is the employee's responsibility to log or document the time spent on such calls to prove eligibility for call-back pay.
 5. This provision shall not apply to non-exempt employees, nor to an exempt employee whose normal work shift has been extended prior to leaving his/her normal work location, nor to an employee who is been called to report to work within one (1) hour earlier than the employee's normal work shift would begin.
- B. Any non-exempt employee called back to work during off-duty periods (days off, weekends, or after completing his/her normal work shift and having left City premises and/or his/her work location) shall be eligible for compensation under the following conditions and circumstances:

1. If the employee is called back to work during an off-duty period, and has to physically respond to the City work location, he/she shall receive a minimum of two (2) hours compensation at one-and-one-half times his/her regular rate of pay, regardless of whether the employee actually works less than two (2) hours, and for actual time worked if the time spent exceeds two (2) hours.
 2. If the employee is able to respond to the matter by telephone or internet access, and does not physically respond to a City work location, he/she shall receive the minimum two (2) hours overtime compensation for the first call in any 12-hour off-duty period, and only actual time incurred for subsequent calls after the first two hours and within that same 12-hour off-duty period.
 3. In either event described above, a second or subsequent call-back occurring within the first two (2) hours shall be considered part of the continuous working time included in the minimum two (2) hours.
 4. It is the employee's responsibility to log or document the time spent on such calls to prove eligibility for call-back pay.
- C. Any employee responding to call-back situations shall be eligible for mileage reimbursement for the use of his/her personal vehicle only if the employee is required to report to a work location outside of the Brea city limits, and then such reimbursement shall be limited to the mileage incurred between the Brea Civic and Cultural Center and the response location.

On-Call Pay

The City and APEA agree to discuss the development of a one year trial On-Call Program which must be authorized by the City Council. The goal of the trial program will be to establish a system where designated Information Technology employees will be available to respond for service during most non-traditional work schedules, and to fairly compensate the employees for their services. The City and APEA will meet within one year of the plan's implementation to discuss and determine if the goals and requirements of the On-Call program have been achieved to a degree worthy of: 1) continuing the program, 2) modifying the program, or 3) eliminating it altogether.

OVERTIME AND COMPENSATORY TIME

Overtime

A. Non-Exempt Employees

1. Subject to the approval of the Department Director, or designee, non-exempt employees may be authorized to work reasonable periods of overtime to meet

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

2. The overtime rate will be calculated according to FLSA guidelines.
3. Paid leave time (e.g., vacation, sick leave, holidays, compensatory time, etc.) shall not be counted as hours worked for the purposes of determining eligibility for overtime pay within a work period.
4. Employees, who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.
5. Hours worked in excess of forty (40) hours per work period not otherwise paid at time-and-one-half pursuant to FLSA shall be paid at the employee's straight-time rate.

B. Exempt Employees

1. Subject to the approval of the Department Director, or designee, exempt employees may be authorized to work reasonable periods of overtime to meet operational needs and shall be paid at the employees' regular hourly rate of pay (straight-time) for all hours worked in excess of forty (40) in the employee's regular work period. Nothing herein is intended to limit or restrict the authority of the Department Director, or designee, to require any employee to perform overtime work.
2. Paid leave time (e.g., vacation, sick leave, holidays, compensatory time, etc.) shall not be counted as hours worked for the purposes of determining eligibility for straight-time overtime pay within a work period.
3. Employees, who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.

Compensatory Time Off in Lieu of Overtime

A. Non-Exempt Employees

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

hours of compensatory time off for each hour for which he/she would otherwise be entitled to overtime pay.

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

B. Exempt Employees

1. Subject to the approval of the Department Director, or designee, an exempt employee may elect to take compensatory time off in lieu of receiving straight-time overtime pay for hours worked in excess of forty (40) in the employee’s regular work period. An employee who requests and is approved for compensatory time off in lieu of straight-time overtime is entitled to one (1) hour of compensatory time off for each hour for which he/she would otherwise be entitled to straight-time overtime pay.
2. Subject to approval of the Department Director, or designee, exempt employees may request to “bank” up to a maximum of sixty (60) hours of compensatory time in lieu of receiving straight-time overtime pay. The use of banked compensatory time shall be subject to the approval of the Department Director, or designee.

SPECIAL PAYS

Bilingual Pay

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

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

The Human Resources Manager shall administer the taking of competency tests to certify the employee as eligible for bilingual pay based on the employee's proficiency in speaking Spanish or other eligible languages. Such certification shall be a condition prior to qualifying for bilingual pay.

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

An employee must be recertified immediately prior to each anniversary date of his/her certification to continue to be eligible for bilingual pay. If the employee fails to reapply or to become recertified (if required), the bilingual pay shall cease at the beginning of the payroll period immediately following the employee's certification anniversary date. The employee is responsible to initiate the request for eligibility or recertification.

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

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

Uniform Allowance

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

- A. Fire Protection Analyst
- B. Police Records Supervisor

In order to comply with CalPERS reporting requirements for uniform allowance for Classic employees, 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 which 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. Those hired between January and June shall have the initial \$700 prorated according to the number of months prior to July (i.e., \$700 in January or before, \$583 in February, etc., rounded to the nearest whole dollar). The amount of the allowance will be reported on the employee's first payroll for income tax purposes as required by the Internal Revenue Service.

Work Shoe Reimbursement

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

- A. Building & Facilities Administrator
- B. Fleet Supervisor
- C. Maintenance Services Supervisor
- D. Water Distribution Supervisor

Payment shall be made in July of each fiscal year.

SPECIAL ASSIGNMENTS AND COMPENSATION

Certification Pay

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

- A. Maintenance Services Supervisor, with a California certification as a Qualified Pesticide Applicator (QAC, or Qualified Applicator Certification).
- B. Fleet Supervisor, with a California certification as an Underground Storage Tank Operator.
- C. Building & Facilities Administrator, with a California General Building Contractor License (B)

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

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

Working out of Classification

The City shall determine the necessity for working employees out of classification. The Department Director or City Manager may appoint an employee to an assignment 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, he/she shall remain in the assignment until the need for said assignment, in the opinion of the Department Director or City Manager, has been eliminated.

The City may work employees out of classification for up to fifteen (15) consecutive calendar days without additional compensation. Employees who are assigned to work on a temporary basis in a higher classification for a period of fifteen (15) days or longer within twenty-five (25) calendar days, as specifically assigned by the Department Director or the City Manager, shall receive the first pay step of the higher classification or 5% in addition to the employee's regular rate of pay, whichever is greater. The additional pay rate shall commence on the sixteenth (16th) day of working within the assignment.

ARTICLE V – LEAVES

VACATION

Vacation Accruals

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

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

In addition to the accrual rates specified above for regular full-time service, regular part-time service with the City of Brea, contiguous to and preceding current full-time appointment, will also be used to calculate vacation accrual rates. For each twelve (12) months of regular part-time service, one half (.5) year of service will be added to determine the employee's accrual rate (i.e., qualified regular part-time service will be credited at 50%). Part-time service that ended with a break in continuous service, followed by a new appointment, shall not be included.

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

Maximum Accrual of Vacation Leave

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

Buy-Back of Vacation Leave Hours

Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions: (a) an employee must have used one workweek (i.e., 36, 40, or 44 hours consecutively) of vacation leave, within one (1) year prior to the date the employee is requesting a vacation buy-back; (b) the minimum amount of each buy-back shall be forty (40) hours; (c) an employee must maintain a minimum balance of eighty (80) hours in his/her vacation leave bank. Only consecutive vacation days off qualify for the buy-back provision. Holidays and other types of "days off" will not be counted for qualifying purposes.

HOLIDAYS

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

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

A holiday is considered a maximum of nine (9) hours 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 his or her 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 he or she will receive the equivalent hours (maximum nine (9) hours) in his/her holiday bank. If an employee

works on a holiday they will be compensated at his/her regular hourly rate of pay for hours worked. If they work fewer than nine (9) hours his/her 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 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) 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 30th when extenuating circumstances occur.

DONATION OF LEAVE TIME

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

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

SICK LEAVE AND BEREAVEMENT LEAVE

Sick Leave

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

Personal Medical and Dental Appointments

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

Sick Leave Authorization for Immediate Family Members

An employee shall be allowed to use up to a maximum of forty-eight (48) hours of personal sick leave per fiscal year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family is defined as, and limited to: the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Department Director before the sick leave is allowed. In the event of an illness in the immediate family, a medical certificate from an acceptable medical authority for the employee's absence may be required by the Department Director. Such leave may take travel time into consideration. The amount of sick leave used in either of these two circumstances shall be reported on the appropriate leave request form.

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 twenty-seven (27) hours of bereavement leave for each incident of a death of an immediate family member (as defined in the Sick Leave Authorization for Immediate Family Members section above in this Article). This twenty-seven (27) hours of bereavement leave is in addition to the annual sick leave which an employee may use for death in the immediate family.

OTHER LEAVES

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

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

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

Any employee who engages in outside employment during said leave of absence without prior notification and approval of the City Manager and Department Director shall be subject to discipline. Any employee, who falsifies the reason for the request for said leave of absence, or extension thereof, may be subject to discipline.

ARTICLE VI – FRINGE BENEFITS

Administration

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

Selection and Funding

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

Changes

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

HEALTH AND WELFARE BENEFITS

Flexible Benefit Plan

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

Effective January 1, 2018, the maximum Flexible Benefit contribution for employees enrolled in a City sponsored CalPERS medical plan shall be:

Single employee	\$750 per month
Employee plus 1 dependent	\$1100 per month
Employee plus 2 or more dependents	\$1450 per month

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

Single employee	\$800 per month
Employee plus 1 dependent	\$1175 per month
Employee plus 2 or more dependents	\$1550 per month

If, during the term of this contract, any other bargaining unit receives a net increase in the contribution to the City's Flexible Benefit Plan as defined in the MOU to an amount greater than that available to APEA members during Fiscal Year 2018/2019 or Fiscal Year 2019/2020, the same amount and/or benefit under the same conditions provided to the other association will be made available to APEA members effective the same date as made available to the other association.

Retiree Medical Benefit

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

Employees newly hired by the City and placed into this Association 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 is \$136 for calendar year 2019).

Employees hired to a full-time (flex benefit eligible) position with the City prior to April 1, 2006, who have opted out will continue to receive a \$650 contribution. Employees hired on/after April 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Those hired on/after April 1, 2006, who opt-out of all the City health plans will receive \$325 per month.

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

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

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

Life Insurance

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

Long-Term Disability Insurance Plan (LTD)

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

Effective for qualifying illnesses or injuries occurring after November 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$6500 of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee (which includes certification pay and/or Bilingual compensation, if applicable), exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.

Section 125 Program

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

Retirement Health Savings Plan

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

Employees in the following category will each contribute \$25 per month to the individual employee's Retirement Health Savings Plan:

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

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

RETIREMENT

Public Employees' Retirement System (PERS)

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

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

"Classic" or "Non-new" employees Hired On and After July 1, 2011

Unit employees employed by the City on and after July 1, 2011, shall upon hire individually pay 100% of the Local Miscellaneous Member Normal Contribution to CalPERS (presently 7% of compensation).

"Classic" or "Non-new" employees CalPERS Plan Formula.

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

"New Employees" or "New Members" Hired On and After January 1, 2013.

Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), "new employees" and/or "new members" as those terms are defined in Government Code section 7522.04 hired on or after January 1, 2013, shall pay at least 50% of normal cost of pension as is determined each year by CalPERS to be the employee contribution rate.

"New Employees" CalPERS Plan Formula

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

Pursuant to PEPRA, new employees or new members hired on or after January 1, 2013, shall pay at least 50% of the total normal cost of pension as is determined each year by CalPERS to be the employee contribution rate. (PEPRA normal cost rate for FY 2018/2019 is 5.75% and PEPRA normal cost rate for FY 2019/2020 is 6.25%).

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

1959 Survivor Benefits

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

One-Year Final Compensation

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

Military Service Credit

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

Retirement Amendments

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

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

The City shall contribute a maximum of \$450 per fiscal year for each employee towards wellness and fitness programs for the employee, including any combination as provided hereinafter. Wellness expenses that are **not pre-approved** prior to incurring the expense may not be reimbursed. Pre-approval is not required for Body Scans and Chiropractic or Medical Care when all other requirements are met. For ongoing Cardiovascular & Strength Training programs, only one pre-approval is required per program, employees will not need to be pre-approved each year.

Preventive or Diagnostic Heart, Stroke, and Body Scanning- The City contribution shall be available for reimbursement for the costs of preventive and diagnostic medical evaluations involving scientific scanning processes and similar non-invasive techniques, which are not reimbursable under the employee's medical insurance plan. Employees must provide an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier (i.e., denial of benefits).

Voluntary Medical Examinations and Chiropractic Care- For each employee, the contribution shall be available to pay for medical insurance deductibles or other non-reimbursed medical expenses for voluntary medical examinations or for treatment by a chiropractor which is not covered by the employee's medical insurance plan. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Human Resources Officer, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.

Weight Reduction- The City contribution shall be available for reimbursement of registration and meeting expenses for weight reduction programs. All subsequent requests for reimbursement submitted to the Human Resources Officer must be accompanied by an itemized receipt for expenses incurred, as well as verification of continued participation/attendance. Employees will not be reimbursed for the cost of food or dietary supplements included in a weight reduction program.

Cardiovascular and Strength Training Programs- Employees shall be entitled to reimbursement for cardiovascular and weight training programs. Reimbursable expenses must be pre-approved by the Human Resources Manager prior to incurring the expense. All employee requests for reimbursement must be accompanied by an itemized receipt for expenses incurred showing the employee member's name and dates of the covered enrollment period. Reimbursement will be made for the current program year only. If the employee pays for more than one program year, they will receive reimbursement for the second program year after the start of the next fiscal year.

Fitness, Cardiovascular and Strength Training Equipment- Employees may be reimbursed for pre-approved equipment purchases by submitting proof of purchase and a signed statement that the equipment will be used by the employee for his/her personal fitness program.

Following are some examples of items that would and would not qualify for Cardiovascular & Strength Training Programs & Equipment. A more comprehensive list is available in Human Resources:

Cardio/Strength Training Program Examples:

Cardio/Strength Training Equipment Examples

Qualified expenses

Non-qualified expenses

- Gym membership
- Martial arts classes
- Personal trainer
- Yoga classes
- Dance classes
- Pool memberships
- Sports leagues (Hockey, football, etc.)
- Wii Fit

Qualified expenses

Non-qualified expenses

- Exercise machines (treadmill, elliptical, stationary bike, etc)
- Weights, weight benches
- Punching bags
- Bicycles
- Equipment floor mats
- Yoga Mats
- Gym clothes and shoes
- Equipment warranties
- Exercise DVDs

- Pedometer/Fitbit

The Wellness Program does not reimburse for examinations or procedures for cosmetic or non-medically necessary services.

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, Masters or Ph.D. program that will educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job and/or help prepare them for advancement to positions of greater responsibility with the City.

Eligibility

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

Education reimbursement monies shall only be applied to the verified cost of tuition, registration, course-related books, parking and laboratory fees for the approved education program.

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

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

Tuition shall not be granted for 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 Education Reimbursement to the Human Resources Department a minimum of ten (10) days prior to the scheduled program start date and obtain written approval from the Human Resources Department prior to enrolling for the desired course(s). The City will deny professional development and college course work that is deemed not to be job related. Proof of completion of the approved education program or college course work shall consist of a certificate of completion, or other verification of participation, or a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the approved program, requests for reimbursement may be submitted to the Human Resources Manager and must be accompanied by a receipt for all eligible expenses incurred.

Reimbursements from Other Sources

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

Reimbursement Schedule

Association members currently in progress of obtaining a degree under the terms and conditions of the 2016-2017 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 year after completion of degree. If the request for reimbursement of the remaining amount exceeds \$5,000 for a master's degree under the lifetime maximum provision, then the final amount will be reimbursed at an amount not to exceed \$5,000 per year.

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

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

ARTICLE VIII – OTHER PROVISIONS

Substance Abuse Policy

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

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

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

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

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 lay-off reemployment list for the classification the employee held at the time of the layoff. Each employee on a lay-off reemployment list shall remain on that list for twelve (12) months.

Written Response to Performance Evaluations

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

ARTICLE IX – LABOR MANAGEMENT RELATIONSHIP

CITY RIGHTS

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

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. To determine methods of financing.

- F. To determine the types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedure.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations and to maintain order and safety in the City which are not in contravention with this Agreement.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights impact employees represented by the Association, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the exercise of such rights,

unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, or in the City's Human Resources Rules and Regulations, and/or Salary Resolutions, and/or Administrative Codes, which are incorporated in this Agreement. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City Rights, Management's discretion in the exercise of these rights shall not be diminished.

EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Dues and Association-Sponsored Insurance Premium Deductions

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

Indemnification

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

Use of City Facilities

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

Association Meetings

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

- A. 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.
- B. Such meetings shall not involve political campaigns or fund-raising events.
- C. The City may charge a reasonable fee to offset the cost for the use of City facilities.

Bulletin Boards

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

- A. Notice of recreational, social, or other related events.
- B. Scheduling Association meetings.
- C. Information concerning Association elections and the results thereof.
- D. Reports of official Association business, including Association newsletters, reports of committees, and the Board of Directors of the Association.
- E. Any other written material which first has been approved and initialed by the Human Resources Officer, or designee. The Human Resources Officer, or designee, must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, from the receipt of the material and the request to post it. The Human Resources Officer, or designee, shall not unreasonably withhold permission to post.

Labor Management Committee

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

NO STRIKE - NO LOCKOUT

Prohibited Conduct

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

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

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

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

Association Responsibility

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

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

ARTICLE X – MOU CONTRACT PROVISIONS

ENTIRE MEMORANDUM OF UNDERSTANDING

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

FISCAL CRISIS PROVISION

The City and the bargaining unit will each have the right to request to reopen negotiations regarding other compensation and benefit modifications that may be necessary to offset budget revenue shortfalls or increased expenditures, and each party agrees to meet and confer in good faith prior to any modifications that impact the standing provisions of this MOU. The City reserves the right to determine if, when and where layoffs may occur, but will meet and confer regarding the impact of such layoffs on bargaining unit members.

EMERGENCY WAIVER PROVISION

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

SEVERABILITY

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

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on January 1, 2018, and shall continue in full force and effect through June 30, 2020, , after which date this agreement shall remain in full force and effect unless either party requests in writing to meet and confer in order to amend or modify this Agreement.

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of the City of Brea. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 7th day of May, 2019.

CITY OF BREA

Cema

Mayor

Dated: 5/9/19

[Signature]

Attest: City Clerk

Dated: 5/9/19

ADMINISTRATIVE & PROFESSIONAL EMPLOYEES' ASSOCIATION

By: *Andy SA*

Anthony Sanchez, APEA President

Dated: 5/2/19

By: *[Signature]*

Kristin Steyerma, APEA Vice President

Dated: 5/02/19



EXHIBIT A

List of Represented Classifications

Exhibit A – List of Represented Classifications

Represented Classifications and FLSA Status

Accountant II (NE)	Human Resources Technician (NE)
Assistant City Engineer (Ex)	IT Enterprise Account Administrator (Ex)
Ass't. to the City Manager (Confidential-Ex)	Information Technology Specialist I/II (NE)
Associate Engineer (Ex)	Information Technology Supervisor (Ex)
Associate Planner (Ex)	Maintenance Services Supervisor (Ex)
Building & Facilities Administrator (Ex)	Management Analyst I (NE)
Buyer II (NE)	Management Analyst II (Ex)
City Clerk/Records Supervisor (NE)	Media Services Specialist II (NE)
Communications/Marketing Analyst (Ex)	Plan Checker (NE)
Community Services Specialist I/II (Ex)	Police Records Supervisor (NE)
Community Services Supervisor (Ex)	Police Training Coordinator (NE)
Deputy City Clerk/Records Supv (NE)	Principal Civil Engineer (Ex)
Economic Development Analyst II (Ex)	Procurement and Contracts Admin. (Ex)
Emergency Preparedness Coordinator (Ex)	Radio Frequency Specialist (NE)
Environmental Services Coordinator (Ex)	Redevelopment Project Manager (Ex)
Executive Assistant (NE)	Senior Accountant (Ex)
Fire Protection Analyst (NE)	Senior Building Inspector (NE)
Fiscal Specialist (NE)	Senior Community Services Supervisor (Ex)
Fleet Supervisor (Ex)	Senior Exec. Asst/City Mgr/Office Mgr (NE)
GIS Analyst (NE)	Senior Fiscal Analyst (Ex)
Human Resources Analyst I (NE)	Senior GIS Analyst (Ex)
Human Resources Analyst II (Ex)	Senior Human Resources Analyst (Ex)

Senior IT Specialist (Ex)

Senior Planner (Ex)

Senior Management Analyst (Ex)

Software Developer I/II (NE)

Senior Media Svs Specialist – A/V (NE)

Water Distribution Supervisor (Ex)

EXHIBIT B

Salary Tables
Effective January 1, 2018 - July 12, 2019

EXHIBIT B

Salary Tables Effective 01/01/2018 – 07/12/2019

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant II	\$5,706.01	\$7,305.10
Assistant City Engineer	\$8,988.05	\$11,506.91
Assistant to the City Manager	\$7,770.40	\$9,948.02
Associate Engineer	\$6,948.13	\$8,895.31
Associate Planner	\$5,907.48	\$7,563.03
Building & Facilities Administrator	\$6,681.15	\$8,553.51
Buyer II	\$5,128.60	\$6,565.87
Communications & Marketing Analyst	\$6,757.21	\$8,650.89
Community Services Specialist I	\$4,102.50	\$5,252.21
Community Services Specialist II	\$4,632.14	\$5,930.27
Community Services Supervisor	\$6,154.25	\$7,878.96
Deputy City Clerk/Records Supervisor	\$5,864.67	\$7,508.21
Economic Development Analyst II	\$6,025.83	\$7,714.54
Emergency Preparedness Coordinator	\$6,756.35	\$8,649.79
Environmental Services Coordinator	\$6,970.93	\$8,924.51
Executive Assistant	\$4,455.27	\$5,703.83
Fire Protection Analyst	\$6,036.60	\$7,728.34
Fiscal Specialist	\$4,855.05	\$6,215.66
Fleet Supervisor (Former Eq Main Super)	\$6,306.49	\$8,073.86
GIS Analyst	\$6,458.58	\$8,268.57
Human Resources Analyst I	\$6,393.27	\$8,184.95

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Human Resources Analyst II	\$7,029.20	\$8,999.10
Human Resources Technician	\$5,152.60	\$6,596.60
Info Tech Enterprise Acct Admin	\$7,686.32	\$9,840.38
Information Technology Specialist I	\$5,838.31	\$7,474.48
Information Technology Specialist II	\$6,366.73	\$8,150.98
Information Technology Supervisor	\$7,410.95	\$9,487.84
Maintenance Services Supervisor	\$6,020.71	\$7,707.99
Management Analyst I	\$5,457.15	\$6,986.49
Management Analyst II	\$6,140.75	\$7,861.67
Media Services Specialist II	\$5,035.22	\$6,446.32
Plan Checker	\$6,339.79	\$8,116.49
Police Records Supervisor	\$6,099.01	\$7,808.23
Police Training Coordinator	\$4,784.07	\$6,124.78
Principal Civil Engineer	\$8,360.97	\$10,704.09
Procurement and Contracts Admin	\$6,154.51	\$7,879.29
Radio Frequency Specialist	\$7,001.33	\$8,963.43
Redevelopment Project Manager	\$6,785.42	\$8,687.01
Senior Accountant	\$6,388.78	\$8,179.20
Senior Building Inspector	\$5,902.25	\$7,556.33
Senior Community Services Supervisor	\$7,075.85	\$9,058.82
Senior Exec Asst to the CM/OM	\$5,781.35	\$7,401.54
Senior Fiscal Analyst	\$7,431.99	\$9,514.77
Senior GIS Analyst	\$7,104.92	\$9,096.04

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Senior Human Resources Analyst	\$7,732.41	\$9,899.39
Senior IT Specialist	\$6,685.67	\$8,559.30
Senior Management Analyst	\$6,756.35	\$8,649.79
Senior Media Services Specialist - AV	\$6,282.85	\$8,043.59
Senior Planner	\$7,061.00	\$9,039.81
Software Developer I	\$5,788.35	\$7,410.51
Software Developer II	\$6,366.73	\$8,150.98
Water Distribution Supervisor	\$6,622.95	\$8,479.00

EXHIBIT C

Salary Tables
Effective July 13, 2019 – June 30, 2020

EXHIBIT C

Salary Tables Effective 07/13/2019 – 06/30/2020

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant II	\$5,820.13	\$7,451.20
Assistant City Engineer	\$9,167.81	\$11,737.05
Assistant to the City Manager	\$7,925.81	\$10,146.98
Associate Engineer	\$7,087.09	\$9,073.22
Associate Planner	\$6,025.63	\$7,714.29
Building & Facilities Administrator	\$6,814.77	\$8,724.58
Buyer II	\$5,231.17	\$6,697.19
Communications & Marketing Analyst	\$6,892.35	\$8,823.90
Community Services Specialist I	\$4,184.55	\$5,357.26
Community Services Specialist II	\$4,724.78	\$6,048.88
Community Services Supervisor	\$6,277.34	\$8,036.54
Deputy City Clerk/Records Supervisor	\$5,981.96	\$7,658.38
Economic Development Analyst II	\$6,146.34	\$7,868.83
Emergency Preparedness Coordinator	\$6,891.48	\$8,822.79
Environmental Services Coordinator	\$7,110.35	\$9,103.00
Executive Assistant	\$4,544.37	\$5,817.91
Fire Protection Analyst	\$6,157.34	\$7,882.90
Fiscal Specialist	\$4,952.15	\$6,339.97
Fleet Supervisor (Former Eq Main Super)	\$6,432.62	\$8,235.33
GIS Analyst	\$6,587.75	\$8,433.94
Human Resources Analyst I	\$6,521.13	\$8,348.65

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Human Resources Analyst II	\$7,169.78	\$9,179.09
Human Resources Technician	\$5,255.66	\$6,728.53
Info Tech Enterprise Acct Admin	\$7,840.05	\$10,037.19
Information Technology Specialist I	\$5,955.08	\$7,623.96
Information Technology Specialist II	\$6,494.06	\$8,314.00
Information Technology Supervisor	\$7,559.17	\$9,677.59
Maintenance Services Supervisor	\$6,141.12	\$7,862.14
Management Analyst I	\$5,566.29	\$7,126.22
Management Analyst II	\$6,263.56	\$8,018.90
Media Services Specialist II	\$5,135.92	\$6,575.24
Plan Checker	\$6,466.58	\$8,278.81
Police Records Supervisor	\$6,220.99	\$7,964.39
Police Training Coordinator	\$4,879.75	\$6,247.28
Principal Civil Engineer	\$8,528.18	\$10,918.17
Procurement and Contracts Admin	\$6,277.60	\$8,036.87
Radio Frequency Specialist	\$7,141.36	\$9,142.69
Redevelopment Project Manager	\$6,921.13	\$8,860.75
Senior Accountant	\$6,516.55	\$8,342.79
Senior Building Inspector	\$6,020.29	\$7,707.45
Senior Community Servs Supervisor	\$7,217.36	\$9,240.00
Senior Exec Asst to the CM/OM	\$5,896.97	\$7,549.58
Senior Fiscal Analyst	\$7,580.63	\$9,705.07
Senior GIS Analyst	\$7,247.01	\$9,277.96

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Senior Human Resources Analyst	\$7,887.06	\$10,097.38
Senior IT Specialist	\$6,819.38	\$8,730.48
Senior Management Analyst	\$6,891.48	\$8,822.79
Senior Media Servs Specialist - AV	\$6,408.50	\$8,204.46
Senior Planner	\$7,202.22	\$9,220.61
Software Developer I	\$5,904.12	\$7,558.72
Software Developer II	\$6,494.06	\$8,314.00
Water Distribution Supervisor	\$6,755.40	\$8,648.58

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