

Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

THE BREA POLICE
ASSOCIATION

JULY 1, 2018 THROUGH JUNE 30, 2020



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Human Resources Division
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Effective July 13, 2019 – June 30, 2020

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

July 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 Brea Police Association.

A. Recitals

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

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

B. Agreement

Now, therefore, the parties hereto agree as follows:

ARTICLE I – RECOGNITION

Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No. 06-62, the City of Brea (hereinafter called the "City") has recognized the Brea Police Association (hereinafter called the "Association") as the exclusive representative of employees in the bargaining unit, which includes sworn and certain non-sworn Police Department full-time employees in the classifications listed in Exhibit "A."

The City shall recognize the Association as the exclusive representative of employees in the classifications set forth 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, political or religious affiliations, disability, except as may be required for compliance with Federal or State law, and/or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall re-open any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State anti-discrimination laws.

Disability Discrimination Laws

Because the Federal and State disability discrimination 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 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 law shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE III – SCHEDULING/HOURS OF WORK AND ASSIGNMENTS

Except pursuant to the duty to meet and confer pursuant to the Meyers-Milias-Brown Act, it shall be understood that scheduling of employees (i.e., shifts and/or days off) and assignment of work shall be the sole responsibility of the City, consistent with the needs of the community. Nothing herein precludes an employee from requesting a change of work schedule. The Department Director may alter the work schedule of an individual

employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations.

Work Period

Except as otherwise modified by agreement of the parties during the term of this MOU, the regular work period for Patrol employees shall be as follows:

- A. For Patrol and Traffic Operations, the work period shall consist of a twenty eight (28) day work period under the Fair Labor Standards Act (FLSA), in which Police Officers and Police Sergeants will be assigned to work one hundred sixty (160) hours.
- B. For Public Safety Dispatch, the work period shall consist of two seven-day work weeks of forty (40) hours each.

All officers and employees shall be subject to call-for-service at any time to meet any and all emergencies or unusual conditions which may require such service from all or any of said officers or employees.

Meal Periods and Breaks

All work days for the following classifications shall be inclusive of a thirty (30) minute paid meal period and breaks:

- 1. All sworn employees
- 2. Public Safety Dispatcher I, II, Senior
- 3. Communications Supervisor, while serving in a dispatcher capacity
- 4. Police Service Officer

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 Brea Police Association member in paid status the first full pay period after the City Council adopts the MOU a one-time non-persable 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 the Brea Police Association 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

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

Call-Back Pay

- A. An employee called back to work after completing his/her normal work shift and having left City premises and/or the employee's work location shall be paid at the rate of one-and-one-half (1.5) times his/her regular rate of pay for each hour worked, even though the employee may have taken paid leave during that work period. Employees who are called back to work shall receive a minimum of two (2) hours at time and one-half (1.5), regardless of whether the employee actually works less than two (2) hours.

- B. An employee whose normal work shift has been extended by his/her supervisor prior to his/her departure from that shift, or an employee who has been called to report to work three (3) or fewer hours earlier than his/her normal work shift would begin, shall be paid at the rate of one-and-one-half (1.5) times his/her regular rate of pay for each hour worked, with no minimum, even though the employee may have taken paid leave during the period.

Court Appearance and Court On-Call Pay

An employee subpoenaed for a court appearance on official City business shall be compensated as follows:

- A. Court Appearance– Employees required to appear in court during off-duty time shall be compensated pursuant to the provisions described in paragraph A of the “Call-Back Pay” section above.

- B. Court On-Call– If the subpoenaed employee is placed “on-call” by the court on his/her off-duty time, the employee shall be compensated as follows for each period of the day (i.e., “morning” and “afternoon”) during which the employee is on-call:
 - 1. On-call during the morning period. (Morning Subpoena)
 - a. If the employee has been placed on-call during the morning period and is released by the court at the morning update, the employee shall be

compensated at his/her regular straight-time hourly rate of pay for two (2) hours.

- b. If, at the morning update, after being placed on-call during the morning period the court requires the employee to remain on-call for the afternoon period, the employee shall be compensated at his/her regular straight-time hourly rate of pay for two (2) hours for the morning period and an additional two (2) hours for the afternoon period.
 - c. If the employee has been placed on-call during the morning period and is then called to appear in court in the afternoon, the employee shall be compensated at his/her regular straight-time rate of pay for two (2) hours for the morning period; and, a minimum of two (2) hours for the afternoon period or the actual number of hours the employee appears in court, whichever is greater, at the rate of one-and-one-half (1.5) times his/her regular rate of pay.
2. On-call during the afternoon period. (Afternoon Subpoena)
- a. If the employee has been placed on-call for the afternoon period, but at the morning update is released from the afternoon period, the employee shall be compensated at his/her regular straight-time hourly rate of pay for two (2) hours in the morning, only.
 - b. If the employee has been placed on-call during the afternoon period and at the morning update is required by the court to remain on-call during the afternoon, the employee shall be compensated at his/her regular rate of pay for three (3) hours (one [1] hour for the morning period and for two [2] hours for the afternoon period).
 - c. If the employee has been placed on-call during the afternoon period and is then called to appear in court in the afternoon, the employee shall be compensated at his/her regular straight-time hourly rate of pay for one (1) hour for the morning period; and, a minimum of two (2) hours for the afternoon, or the actual number of hours the employee appears in court, whichever is greater at the rate of one-and-one-half (1.5) times his/her regular rate of pay.

City Required On-Call Pay

From time to time situations may arise in which it is necessary to place a sworn employee in an on-call status while off-duty.

If an employee is placed in an on-call status, the employee shall be compensated at his/her regular straight-time rate of pay for a minimum of two (2) hours for each period (morning

or afternoon) in which the employee is placed in the on-call status, i.e., a minimum of two (2) hours in the morning, and/or a minimum of two (2) hours in the afternoon.

Approval of the Department Director, or designee, is required before an employee may be placed in on-call status.

On-call guidelines shall be the same as those used for Court On-Call.

Non-Sworn Employee Shift Differential

A non-sworn employee, as defined below, who is regularly assigned to shifts in which five (5) or more hours fall between 6:00 p.m. and 6:00 a.m. shall receive additional compensation of 5% of the employee's base hourly rate for all hours worked on the qualifying shift. Shift differential shall not apply to overtime hours worked. The City agrees not to modify shifts to avoid the payment of shift differential.

Eligible classifications include: Public Safety Dispatcher I/II; Senior Public Safety Dispatcher; Jailer; Civilian Investigator; Police Service Officer; Parking Control Officer; and Property/Evidence Technician.

OVERTIME AND COMPENSATORY TIME

FLSA Disclaimer

It is understood and agreed that the City shall provide those overtime benefits mandated by the Fair Labor Standards Act (FLSA) **as distinguished from overtime benefits required under this Memorandum of Understanding**, only to the extent and during such time that the FLSA is legally binding on the City.

Overtime

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. Except for personnel assigned to work periods greater than seven days, as provided in Article III of this MOU, an employee's work period for the calculation of overtime pay shall be a seven (7) day period, beginning at 12:01 a.m. Saturday, and ending at 12:00 midnight the following Friday. An employee shall be paid at the rate of one-and-one-half (1.5) times the employee's regular hourly rate of pay 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. Patrol and Traffic Operations employees assigned to 14-day or 28-day work periods shall be eligible for overtime compensation at the rate of one-and-one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of the regularly scheduled hours in each payroll week of the work period schedule.
- C. Public Safety Dispatch employees shall be scheduled to work three 12-hour shifts per seven-day period and one 8-hour shift per fourteen-day pay period. The 8-hour shift shall be split into two four-hour segments for timekeeping purposes, with the first four hours falling in the first seven days of the pay period and the last four hours falling in the second seven days of the pay period. This scheduling shall result in a regularly scheduled work week of forty (40) hours in each seven-day period. Work in excess of forty hours in a seven day work period is subject to overtime compensation under the FLSA.
- D. The overtime rate will be calculated at one and one-half (1.5) times the employee's "regular rate of pay" as that term is used in the FLSA.
- E. Except as provided below, 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 particular work week.
- F. Public Safety Dispatch employees will be paid overtime for voluntary and/or mandatory overtime under FLSA regulations only. Paid leave time shall not be counted as hours worked for the purposes of determining overtime pay.
- G. Notwithstanding the above, if any employee is assigned to work on a special enforcement program funded by a State or Federal agency or other external source, the employee shall be paid overtime compensation provided 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 (1.5) hourly rate. The City shall not be responsible for time and one-half payments within a regular work shift unless the actual hours worked in the applicable work period exceed the FLSA requirements of the work schedule provisions in paragraphs (A) and (B) above.
- H. Employees who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.
- I. Hours worked in excess of the employee's normal work week not otherwise paid at time-and-one-half pursuant to the FLSA or this MOU shall be paid at the straight-time rate.

Overtime for Full-Time Employees Also Working as Public Safety Dispatchers

Any non-sworn full-time unit employee who works as a part-time intermittent Public Safety Dispatcher during off-duty hours shall be paid for such dispatch hours at the rate of one-and-one-half (1.5) times the Public Safety Dispatcher I top-step hourly pay rate, or Public

Safety Dispatcher II top-step hourly pay rate, whichever is applicable to the qualifications of the employee. Full-time sworn employees shall be paid for such dispatch hours at the rate of one and one half (1.5) times their current pay rate or one and one half (1.5) times the classification of Police Officer top step hourly pay rate, including bilingual, POST level and assignment pay if applicable, **whichever is less**.

Compensatory Time Off in Lieu of Overtime

Subject to the approval of the Department Director, or designee, an employee may elect to take compensatory time off in lieu of receiving overtime pay for hours worked in excess of the employee's regularly scheduled work period. An employee who requests and is approved for compensatory time off in lieu of overtime is entitled to bank the number of hours of compensatory time off as he/she would otherwise be entitled to as overtime pay (i.e., time and one-half for time-and one half overtime, or straight time for straight time).

Subject to the approval of the Department Director, or designee, employees may request to "bank" up to a maximum of one hundred twenty (120) hours of compensatory time in lieu of receiving overtime pay. The employee may request use of banked compensatory time by submitting a request in the same manner as vacation leave requests. Approval of the use of compensatory time shall not be unreasonably denied or delayed, and shall be approved by the Department Director, or designee, unless he/she determines that approval for the requested date(s) would create an undue burden on departmental overtime expenses, workload, operational efficiency, and/or safe staffing considerations.

Non-FLSA Compensatory Time Off for Property and Evidence Technicians

Property and Evidence Technicians shall receive two hours of non-FLSA compensatory time off each week in exchange for being placed on-call for one week, every other week throughout the year. Employees may "bank" up to a maximum of fifty (50) hours of non-FLSA compensatory time. The employee may request use of banked non-FLSA compensatory time by submitting a request in the same manner as vacation leave requests. When an employee's non-FLSA compensation bank reaches fifty (50) hours no additional hours shall accrue.

Payoff of Accrued Compensatory Time

Employees may request a payoff of a portion of accrued compensatory time in May and November each year. The May and November payoffs shall be processed with the employee's regular payroll check. Employees must request the payoff by April 10 and October 10 respectively each year to receive the payoff in May and November. The May payroll period may also contain a payoff of accumulated holiday hours (refer to Article V of this Memorandum of Understanding).

Extra Detail

(Defined as: *Working overtime for special events or assignments such as Brea Fest or a private activity the City has determined needs a police presence.*) Compensation provided by this Section shall begin when the employee departs from the department building to go directly to the assigned location and shall terminate upon his/her return to the department building.

WORKING OUT OF CLASSIFICATION

The City may work employees out of classification for up to twenty (20) consecutive calendar days without additional compensation.

Employees who are assigned to work on a temporary basis in a higher classification for a period of more than twenty (20) 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 twenty-first (21st) day of working within that assignment. The employee shall receive prior written notice of the working out-of-classification assignment.

SPECIAL PAYS

Bilingual Pay

An employee, except Police Officer Recruit, who speaks Spanish or other languages, excluding English, but including sign language shall be compensated at the rate of \$200 per month for the first language spoken in addition to English. Each additional language spoken after the first shall be compensated at the rate of \$25 per month. Any employee receiving bilingual pay shall be required to utilize his or her bilingual skills when needed.

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

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

An employee may become eligible for Bilingual Pay at any time. An employee must be recertified immediately prior to each anniversary date of his/her certification to continue to be eligible for Bilingual Pay. If the employee fails to reapply or to become recertified, the Bilingual Pay shall cease at the beginning of the payroll period immediately following the

employee's certification anniversary date. The employee is responsible to initiate the request for eligibility or recertification.

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

Uniform Allowance

For those employees required to purchase a uniform, the City shall provide an annual lump sum uniform allowance as follows:

Employees who are required to have class B Uniforms	\$850
All other Employees	\$700

Employees who are on the City's payroll on July 1, of each fiscal year shall receive their uniform allowance as early as feasible in July of each year. In order to comply with CalPERS reporting requirements for uniform allowance for Classic employees, the allowance will be reported as earned on July 1. 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 July1.

Sworn employees newly assigned to the Traffic Motor Officers Division shall be supplied with two pair of Kevlar-reinforced breeches, one Kevlar reinforced jacket and one pair of motor boots.

New Employees- Upon appointment, classifications required to maintain a class B uniform shall receive an initial uniform allowance of \$850. Upon appointment all other personnel shall receive an initial uniform allowance of \$600. This allowance may be made in the form of a voucher to a uniform supply vendor or a payment made directly to the employee in their pay check. Direct payments to the employee will be made on the employee's first pay date.

A new employee who quits within the first year of employment or is removed during probation shall be required to refund the City for his/her uniform allowance or must turn-in the uniforms to the Police Department for reuse/reissue. The refund shall be taken from the employee's final paycheck. Concurrent with accepting employment, the subject employee shall individually consent in writing to such deduction without the necessity of a court judgment, in those circumstances where the employee has not returned the issued uniforms.

Duty Weapons

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

POST Pay

Intermediate POST Pay: A Police Officer who obtains and maintains an intermediate POST certificate will qualify for seven and one half percent (7.5%) additional compensation.

Advanced POST Pay: A Police Officer who possesses and maintains a POST Advanced Certificate will qualify for twelve and one half percent (12.5%) additional compensation.

Only one of the POST pay benefits may be paid to an employee at any time (i.e., once an employee qualifies for the Advanced Post pay, that employee shall not receive compensation for Intermediate POST pay).

SPECIAL ASSIGNMENTS AND COMPENSATION

Police Officers and Police Service Officers

A Police Officer or Police Service Officer (PSO) may be appointed to a special assignment or regional task force at the sole discretion of the Police Chief provided the employee meets the established minimum qualifying criteria, his/her performance in their current assignment has been satisfactory, and he/she is 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.

As of January 1, 2015, all special assignments and new assignments to a regional task force shall be limited to three (3) years. All such assignments may be extended at the discretion of the Police Chief in additional six (6) month installments, timed to end concurrently with closest shift rotation following the first six (6) month installment.

Effective beginning January 1, 2017 a Police Service Officer (PSO) appointed to a special assignment in the Investigation unit will be eligible for special assignment pay as described below.

Police Sergeants

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

Variety of Special Assignments

The City shall provide special assignment pay as described below:

Sworn police personnel and a PSO (assigned to investigation unit) appointed to the following assignments shall receive special assignment pay of five percent (5%) in addition to their regular rate of pay:

1. Corporal
2. Investigation
3. K-9 Handler
4. Traffic
5. School Resource Officer
6. Downtown Liaison Officer
7. Crime Suppression Unit
8. Homeless Liaison Officer

The Chief of Police, at his unilateral discretion, may remove the Homeless Liaison Officer assignment from the list of special assignments, above, by providing the Association thirty (30) days advance written notice.

Return to Patrol

A Police Officer or Sergeant who has worked in a special assignment and is transferred from that assignment to Patrol shall forfeit his/her five percent (5%) special assignment pay. If the Officer or Sergeant had worked the special assignment for the minimum commitment period outlined in the Police Department policy and procedures prior to the transfer, then the Officer or Sergeant will be assigned five percent (5%) "Return to Patrol" pay. If the Officer or Sergeant is later reassigned from Patrol to another special assignment, he/she shall only receive the special assignment pay applicable to that assignment.

Field Training Officer (FTO)/Temporary Training Assignment

A Police Officer, Police Service Officer or Public Safety Dispatcher II assigned as a trainer shall receive Special Assignment pay of five percent (5%) in addition to his/her regular rate of pay while the training is in process. The employee shall receive prior written notice of

the temporary training assignment. Corporals, Sergeants and all other unit members are excluded from FTO pay, as these duties are included in their regular scope of job duties. The only circumstances where an employee may receive ten percent (10%) in Assignment Pay is when serving as:

1. Corporal – Return to Patrol or Traffic
2. FTO – Return to Patrol

Drug Recognition Expert (DRE) Pay

A sworn employee who is certified as a DRE, shall be compensated at the rate of \$200 per month as long as they maintain the proper certification(s).

Employees who possess a DRE certificate shall be required to perform drug recognition evaluations.

ARTICLE V – LEAVES

VACATION

Vacation Accruals

Effective with anniversary dates occurring on or after January 1, 2004, 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)

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, and impact of vacation use on overtime expenditures.

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

Unit members may sell back unused vacation time, under the following conditions: (a) must use consecutive vacation leave for a minimum of one work week in the preceding twelve (12) months; (b) may only request buy-back once in a rolling twelve (12) month period from date of last buy-back; (c) minimum buy-back is forty (40) hours; and, (d) must maintain a minimum vacation bank balance of eighty (80) hours.

If a sworn employee is off duty for an industrial injury (i.e., “4850” time), and if accruing vacation leave would exceed the maximum accrual during that time, the City will initiate a buy-down of leave time sufficient to reduce the employee’s bank for the duration of the anticipated time off period.

Vacation Pay-Off Upon Separation

Except for the conditions as noted in the Retirement Health Savings Plan section of Article VI dealing with the deposit of remaining vacation hours into the plan, upon separation from service, an employee shall be compensated at his/her current regular rate of pay for any vacation accrued but not taken.

HOLIDAYS

The City designates eleven 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
- Memorial Day, last Monday in May

Non-Shift Employees

Each non-shift employee shall accrue holiday hours at a rate of approximately 4.15 hours per (80) regularly scheduled hours worked to a maximum of 108 hours each fiscal year. Accrued Holiday hours shall be recorded on the employees paycheck stub.

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 work 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.

All holidays taken off, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or compensatory bank time may only be used for holidays taken off after the employee's Holiday Bank is exhausted.

Newly hired (i.e. less than one year) employees who have not accrued vacation or other paid leave, may "borrow" from the holiday bank against future holiday accruals. Employees leaving City employment with a negative holiday bank balance shall have the balance deducted from accrued vacation as of the date of employee's separation.

Holidays balances in excess of 12 hours shall be paid to the employee in May at the employee's basic rate of pay as of the date of the payoff. Any employee with a balance of less than 12 hours who desires a full payoff of his or her holiday balance should e-mail this request to Payroll no later than April 10th of each year.

Payoff of accumulated holiday hours shall be processed with the employee's regular payroll check. This check may also contain a payoff of accumulated compensatory time.

Shift Employees

Shift employees do not have designated holidays. Shift employees shall accrue one-hundred eight (108) holiday hours per fiscal year at the rate of approximately 4.15 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 as noted above in this Article. A shift employee must submit a written request to his/her immediate supervisor prior to taking a designated holiday. Designated holidays for shift employees may only be taken subject to the approval of the Department Director, or designee, 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 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 work 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 taken by shift employees shall not exceed the same number of hours as the normal shift hours worked.

All holidays taken off, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or compensatory bank time may only be used for holidays taken off after the employee's Holiday Bank is exhausted.

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

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

DONATION OF LEAVE TIME

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

SICK LEAVE AND BEREAVEMENT LEAVE

Sick Leave

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

Personal Medical and Dental Appointments

Subject to the approval of the 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 eighty (80) hours of personal sick leave per calendar year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family as used in this Section is 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 Police Chief 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 Police Chief. 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 (1) day prior to such absence if circumstances permit, or as soon thereafter as possible. Any employee falsifying a reason for sick leave shall be subject to discipline, up to and including termination.

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 his/her duties during the sick leave use and that the employee is capable of performing his/her duties or such of his/her 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 his/her 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, or Department Director shall assess the City's ability to provide reasonable accommodation.

Bereavement Leave

An employee shall be allowed three (3) working days (based upon the employee's normal work schedule) 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). 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 (as defined in the "Sick Leave Authorization for Immediate Family Members" section above).

OTHER LEAVES

Leave of Absence without Pay

The Police Chief 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 Police Chief 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, 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 (1) 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 Police Chief 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 Police Chief'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.

Employee Association Leave

A reasonable number of the Executive Board of the Employee Association, or designee, 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 City Manager.
- B. To perform necessary representational functions at times prearranged and approved by the Police Chief.
- C. For other matters that formal written approval may be granted by the City 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 and confer with the Association prior to any change of insurance carrier or method of funding the coverage.

HEALTH AND WELFARE BENEFITS

Flexible Benefit Plan

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

The maximum monthly Flexible Benefit contribution for employees enrolled in a medical plan shall be:

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

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

Single employee	\$800
Employee plus 1 dependent	\$1,175
Employee plus 2 or more dependents	\$1,550

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 that is greater than the increase provided to Association 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 BPA members effective the same date as made available to the other association.

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. Thackett, 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 will be \$136 in calendar year 2019).

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

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

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the employee via 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

Life Insurance

Based on the life insurance policy limitations the City shall provide each employee with a \$50,000 term life insurance policy. An employee may purchase additional (optional) life insurance coverage at his/her own expense, subject to the terms, conditions, and approval of the insurance carrier.

Long-Term Disability Insurance Plan (LTD)

The City shall provide Long-Term Disability Insurance benefits for all unit employees except initial-hire probationary employees during the term of this Memorandum of Understanding, as provided for in the City's LTD Plan document except as provided below in this section of this Article.

Effective for qualifying illnesses or injuries occurring after January 1, 2017, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$12,500 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 (which includes POST, Assignment, and/or Bilingual compensation, if applicable), exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.

Section 125 Program

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

Retirement Health Savings Plan (RHSP)

A Police 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% of final compensation), shall have his/her 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 the current CalPERS contribution rate for employer and employee at time of retirement.

All Police Association employees who retire or resign after a minimum of five (5) years of service to Brea and have an accumulated bank of unused paid leave other than sick leave shall have one hundred percent (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 paid leave hours eligible under this provision.

During the term of this agreement the Association is free to convert from a Retirement Health Savings Plan to a Retiree Medical Trust as long as there is no cost to the City and the Association accepts all financial and other responsibilities associated with any change. The City agrees to assist with whatever ministerial duties are necessary for implementation.

RETIREMENT

California 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.

Safety Employees- The CalPERS plan in effect for Safety Members hired before September 17, 2011, is the 3% @ 50 formula for Local Safety Members. The CalPERS plan in effect for unit members hired as safety employees on or after September 17, 2011, is the 2% @ 50 formula, except as noted below in the section titled "New Employees."

Employees hired as “Classic” safety employees under the CalPERS definition pay the 12% CalPERS employee retirement contribution.

Non-Safety Employees- The CalPERS plan in effect for non-safety members hired before January 1, 2013 is known as the 2% @ 55 formula for Local Miscellaneous Members.

Employees hired as “Classic” non-safety miscellaneous employees under the CalPERS definition shall pay the total 7% employee CalPERS contribution.

New Employees- Unit safety members who are “new members” within the meaning of Government Code section 7522.04 are enrolled in the 2.7% at 57 (Government Code section 7522.25(e) Retirement formula.

Unit non-safety members who are “new members” within the meaning of Government Code section 7522.04 are enrolled in the 2% at 62 retirement formula (Government Code section 7522.20).

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

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 CalPERS Retirement Plan has been amended to include the Fourth Level Survivor Benefit for unit employees. All employees shall pay 100% of the monthly cost for this benefit, in addition to the \$2 monthly cost for the Basic Level 1959 Survivor Benefit by means of a payroll deduction.

Single Highest Year- The City has amended its CalPERS contract to implement a single highest year benefit (one-year final compensation) amendment as to safety individuals employed by the City on or before May 17, 2011. All safety employees subject to the single highest year benefit shall fund that benefit in the amount of 1.62% of CalPERS reportable “compensation earnable.” Said funding shall be by means of a payroll deduction.

Unit members hired after May 17, 2011 shall be ineligible for the single highest year benefit.

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.

SERVICE CONNECTED INJURY OR ILLNESS

Industrial Leave

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

Should it be determined that an employee's illness or injury did not arise out of his/her employment or in the course of his/her 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.

Sworn employees may be granted a maximum of one (1) year industrial leave pursuant to Labor Code Section 4850 for each injury or illness determined to be compensable under the Workers' Compensation Act.

Any employee who refuses an offer of work that is consistent with their restrictions while on industrial leave is required to continue using all available sick leave.

Vacation, holiday and sick leave shall accrue for an employee on industrial leave.

Expiration of Industrial Leave

Industrial leave shall expire when 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 his/her regular position.
- C. The day the employee retires or separates.

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, 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 is capable of performing his/her duties or such of his/her 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 his/her 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, or Department Director shall assess the City's ability to provide reasonable accommodation.

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.

Voluntary Annual Medical Examination and Chiropractic Care- The wellness contribution shall be available to pay for medical insurance deductibles or other non-reimbursed medical expenses for a voluntary annual medical examination or for treatment by a chiropractor that 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.

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).

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’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 twelve (12) months after the first reimbursement.

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
- Pedometer
- Equipment warranties
- Exercise DVDs

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

ARTICLE VII – PROFESSIONAL DEVELOPMENT

Required Certifications

Employees shall be responsible for maintaining certifications required by Federal and State law (for certain employees these currently include first-aid and cardio-pulmonary

resuscitation) without additional compensation. The City agrees to provide and schedule a reasonable number of courses per year for employees to maintain individual certificates. Employees attending certification maintenance courses shall not receive call-back or overtime pay.

Education 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

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

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

Coursework as described herein must be completed at a college or university accredited by the Western Association of Schools and Colleges (WASC) or an equivalent accrediting organization. Tuition shall not be granted for 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 Human Resources a minimum of ten (10) days prior to the scheduled program start date and obtain written approval from Human Resources prior to enrolling for the desired course(s). 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 Human Resources and must be accompanied by a receipt for all eligible expenses incurred.

Reimbursements from Other Sources

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

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 the employee has previously obtained a bachelor's degree prior to employment with the City, then they shall be eligible to receive the lifetime maximum of \$24,000 for a master's degree.

An employee may submit for a partial payment in January after the completion of 50% of the units required for the bachelor's or master's degree or with the attainment of an associates of arts degree. The maximum available for the partial payment shall be no more than \$5,000 based on reimbursement of eligible expenses. In January after completion of the bachelors' degree or master's degree, an employee may submit for reimbursement of eligible expenses for an additional \$5,000. The employee may request reimbursement of the remaining \$2,000 for eligible expenses in the month of January a minimum of one (1) year after completion of degree.

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

Up to \$750 of the eligible annual amount may be used for non-college education, training and professional development programs. Requests for reimbursement for completed education programs will be paid for the twelve (12) month period (September 1 through August 31) in which the requests receive final approval by the Human Resources Manager.

ARTICLE VIII – OTHER PROVISIONS

Substance Abuse Policy

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected

employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

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

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

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

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

Use of Tobacco Products

Except as may be a necessary part of undercover work or for some other on-duty related need sanctioned by the Police Department, employees in sworn public safety classifications shall not smoke or use any tobacco products at any time while on or off duty.

All sworn employees hired prior to January 1, 1993 are exempt from the off-duty prohibitions of this article provided the employee completes a statement acknowledging their off-duty use of the tobacco product(s).

Violation of this section dealing with tobacco products may subject the employee to disciplinary action up to and including termination.

Firearms Qualifications

A sworn employee shall qualify at minimum shooting proficiency levels as established by the Police Chief. The Police Department shall assume responsibility for scheduling department shoot periods and, whenever possible, an employee shall qualify while on

duty. An employee not able to participate on-duty shall be allowed one (1) hour of overtime compensation at one and one-half (1.5) times the employee's regular rate of pay to qualify on the shooting range. The City shall furnish the ammunition necessary for a sworn employee to maintain minimum firearm qualification proficiency levels.

False Arrest Liability Insurance

The City shall provide each sworn police employee with false arrest liability insurance benefits to a maximum coverage as provided by the City's general liability policy. This shall be provided at no cost to the employee. The City shall retain the prerogative to establish, modify or delete specific insurance methods, companies and/or policies, but the established minimum coverage shall be maintained.

Meet and Confer Regarding New Positions

The City agrees to meet and confer on any newly budgeted sworn position to determine special assignment pay, as appropriate.

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 Service.
- D. To determine the nature, manner, means, and technology, and extent of Service 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 contemplated exercise of Management's rights impact a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

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 and email systems

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

Association Meetings

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

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

Use of City Bulletin Boards and Email

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. Notice of scheduled 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 has been approved and initialed by the Human Resources Officer, or designee.

The Association shall be allowed to communicate matters of importance to its members through the City's email systems. Use of the email systems is subject to reasonable rules regarding decorum and language and all provisions of the City's policies regarding use of City owned electronic communications.

Payroll Deductions

The City agrees to payroll deductions based on signed statements of authorization in a form acceptable to the City from the affected employee for 1) Association dues; 2) credit union savings and obligations; 3) specified charity contributions; 4) deferred compensation; and 5) insurance premiums. The Association and employees agree to defend and hold the City harmless and indemnify the City against any claims, causes of action, lawsuits or liability arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to this Article.

Any employee in this Association 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 by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be in writing and delivered in person or by U.S. certified mail. The Association will provide the City's Human Resources Division with written notification of the dues cancellations within ten (10) business days. The City shall process the changes the next full pay period following receipt by the City of the termination notice from the Association.

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 Service.

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 or 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, dues deduction, 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 “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 the “Association Responsibility” section 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, 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.

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, the provisions of this Memorandum of Understanding or the Human Resources Rules and Regulations of the

City, 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 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 begin on July 1, 2018; its provisions shall be applicable as of the time the Memorandum of Understanding becomes legally effective pursuant to City Council action or such other effective date as specified in a particular provision; it shall pertain to employees who are unit employees on and after the date the Memorandum of Understanding becomes legally binding pursuant to City Council action; and the Memorandum of Understanding shall continue in full force and effect through June 30, 2020.

CITY OF BREA

BREA POLICE ASSOCIATION

[Handwritten signature]

[Handwritten signature]

Mayor

Jason Celmer, BPA President

Dated: 5/9/19

Dated: 5-2-2019

[Handwritten signature]

Attest: City Clerk

Dated: 5/9/19



EXHIBIT A

List of Represented Classifications

Civilian Investigator

Communications Supervisor

Crime Analyst

Crime Scene Investigator

Jailer

Parking Control Officer

Police Officer

Police Officer Recruit

Police Sergeant

Police Service Officer

Property and Evidence Technician

Public Safety Dispatcher I

Public Safety Dispatcher II

Senior Public Safety Dispatcher

EXHIBIT B

Non-Sworn Salary Tables

Effective:

July 1, 2018 – July 12, 2019

July 13, 2019 – June 30, 2020

EXHIBIT B

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

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$4,958.01	\$6,347.47
COMMUNICATIONS SUPERVISOR	\$6,199.13	\$7,936.42
CRIME ANALYST	\$5,522.76	\$7,070.49
CRIME SCENE INVESTIGATOR	\$5,336.56	\$6,832.10
JAILER	\$4,198.93	\$5,375.67
PARKING CONTROL OFFICER	\$3,803.34	\$4,869.20
POLICE OFFICER RECRUIT	\$5,952.01	\$5,952.01
POLICE SERVICE OFFICER	\$4,183.94	\$5,365.47
PROPERTY AND EVIDENCE TECHNICIAN	\$4,196.65	\$5,372.74
PUBLIC SAFETY DISPATCHER I	\$4,260.31	\$5,454.25
PUBLIC SAFETY DISPATCHER II	\$4,687.29	\$6,000.88
SENIOR PUBLIC SAFETY DISPATCHER	\$5,155.99	\$6,600.94

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

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$5,057.17	\$6,474.42
COMMUNICATIONS SUPERVISOR	\$6,323.12	\$8,095.14
CRIME ANALYST	\$5,633.21	\$7,211.90
CRIME SCENE INVESTIGATOR	\$5,443.29	\$6,968.74

JAILER	\$4,282.91	\$5,483.18
PARKING CONTROL OFFICER	\$3,879.40	\$4,966.59
POLICE OFFICER RECRUIT	\$6,071.05	\$6,071.05
POLICE SERVICES OFFICER	\$4,267.62	\$5,463.60
PROPERTY AND EVIDENCE TECHNICIAN	\$4,280.58	\$5,480.19
PUBLIC SAFETY DISPATCHER I	\$4,345.52	\$5,563.33
PUBLIC SAFETY DISPATCHER II	\$4,781.04	\$6,120.90
SENIOR PUBLIC SAFETY DISPATCHER	\$5,259.11	\$6,732.96

EXHIBIT C

Sworn Salary Tables

Effective:

July 1, 2018 – July 12, 2019
July 13, 2019 – June 30, 2020

EXHIBIT C

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

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER	\$6,334.65	\$8,122.71
POLICE SERGEANT	\$8,199.92	\$10,497.91

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

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER	\$6,471.54	\$8,285.16
POLICE SERGEANT	\$8,363.92	\$10,707.87

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