

# Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

THE BREA POLICE  
MANAGEMENT  
ASSOCIATION

JULY 1, 2018 THROUGH JUNE 30, 2020



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BREA  
AND  
THE BREA POLICE MANAGEMENT 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 Management Association.*

**A. Recitals**

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

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

**B. Agreement**

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

**ARTICLE I – RECOGNITION**

Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No. 06-62, the City of Brea (hereinafter called the "City") has recognized the Brea Police Management Association (hereinafter called the "Association") as the exclusive representative of employees in the bargaining unit, which includes full-time employees in the classifications of Police Captain and Police Lieutenant.

**ARTICLE II – NONDISCRIMINATION**

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

requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State antidiscrimination laws.

**Disability Discrimination Laws**

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

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the law, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach agreement shall not preclude the City from implementation during the term of this Memorandum of Understanding.

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

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

**4/10 Work Schedule**

The City has implemented a structured, synchronized 4/10 work schedule for the Police Captains and the Police Lieutenant assigned to Administration.

The City and the Association agree that the implementation of the structured, synchronized 4/10 work schedule shall be the sole responsibility of the City, consistent with the needs of the community. Concurrent with its obligations under the Meyers-Milias-Brown Act, the City and the Association will meet and confer at any time prior to any change, revision, or elimination of the structured, synchronized 4/10 work schedule. Failure to reach agreement on any change, revision or elimination of the structured, synchronized 4/10 work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding.

The Police Chief shall designate work schedules. The Police Chief may alter the work

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

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

### **Salary**

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

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, the Brea Police Association or 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 BPMA 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.

## **OVERTIME AND COMPENSATORY TIME**

### **Overtime**

Police Lieutenant Watch Commanders shall be compensated at their regular rate of pay for all hours worked in excess of their normally assigned shift. Police Lieutenants shall be compensated at a rate of time-and-one-half when working patrol supervisor shift coverage. If a Lieutenant is assigned to a task force or special enforcement program funded by the state or federal government, and overtime worked under that program is reimbursable at a rate of time-and-one-half, the City will pay the Lieutenant at that rate. The time-and-one-half rate is not applicable unless the City is reimbursed fully for that cost.

### **Compensatory Time**

Subject to the approval of the Police Chief, or designee, a Police Lieutenant Watch Commander may elect to take compensatory time off in lieu of receiving pay for hours worked in excess of forty (40) in a work week. An employee who requests and is approved for compensatory time off in lieu of pay is entitled to one (1) hour of compensatory time off for each hour for which he/she would otherwise be entitled to pay.

Subject to the approval of the Police Chief, or designee, an employee may request to "bank" up to a maximum of one-hundred twenty (120) hours of compensatory time (representing one hundred twenty [120] hours of time worked) in lieu of receiving pay. The use of banked compensatory time shall be subject to the approval of the Police Chief, or designee.

### **Payoff of Accrued Compensatory Time**

Employees may request a payoff of a portion of accrued compensatory time in May and November of 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).

## **SPECIAL PAYS**

### **Bilingual Pay**

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

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

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

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

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

**Uniform Allowance**

The City shall pay Association members a lump sum uniform allowance of \$850 per year. The uniform allowance will be reported to CalPERS as earned on July 1 of each year. Earned period shall be defined to mean employed with the City on July 1. Payment for the uniform allowance will be paid in the pay period which includes July 1 of each year.

**Vehicle Allowance/Assignment**

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

The Police Lieutenant assigned to Administration shall receive \$200 per month for job-related usage of his/her personal vehicle. Other Police Lieutenants shall receive a vehicle allowance in the amount of \$125 per month for job-related usage of their personal vehicles.

**Duty Weapons**

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

**SPECIAL ASSIGNMENTS AND COMPENSATION**

**Special Assignments**

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

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

**ARTICLE V – LEAVES**

**VACATION**

**Vacation Accruals**

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

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

**Use of Vacation Leave**

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

**Maximum Accrual of Vacation Leave**

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

**Buy-Back of Vacation Leave Hours**

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

- A. An employee must have used eighty (80) hours of paid leave (excluding sick leave), one (1) week of which must be consecutive vacation hours, within one (1) year from 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.



## **HOLIDAYS**

The City designates twelve holidays per year as follows:

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

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

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

Employees shall accrue one-hundred eight (108) holiday hours per fiscal year at the rate of approximately 4.15 hours per pay period. A holiday is considered a maximum of nine (9) hours per holiday regardless of the employee's work schedule (such as 4-10, 6-12+8, etc.). An employee who works an alternate schedule (i.e. 4-10) will need to supplement his or her holiday with another leave bank (floating holiday, vacation, accrued compensation time, or administrative leave).

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

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

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

**Non-shift Employees**

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

If a holiday falls on a day that an employee is not scheduled to work he or she will receive the equivalent hours (maximum 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.

Floating Holiday. Effective the first pay period in July each year, each employee shall be granted nine (9) hours of floating holiday leave time. 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 (1) fiscal year to the next, nor may employees convert unused holiday leave to cash except upon termination of employment.

**DONATION OF LEAVE TIME**

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

**SICK LEAVE AND BEREAVEMENT LEAVE**

**Sick Leave**

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

**Personal Medical and Dental Appointments**

Subject to the approval of the Police Chief and/or 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 as used in this Article 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 a serious illness in the immediate family, a medical certificate from an acceptable medical authority 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 (2) 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.

### **Sick Leave Conversion**

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

- A. The employee must have accrued a minimum balance of 875 hours of sick leave in his/her sick leave bank at the time of the request.
- B. The conversion of sick leave hours to administrative leave time may occur only one (1) time per fiscal year per employee.
- C. The use of sick leave hours converted to administrative leave shall be subject to the Administrative Leave provisions as outlined below, and may not be taken if doing so generates overtime coverage.

### **Bereavement Leave**

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

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

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

### **Administrative Leave**

Police Captains and Police Lieutenants shall be granted forty (40) hours of administrative leave on July 1 of each fiscal year. Administrative leave is in lieu of receiving pay for hours worked in excess of forty (40) in a work week and is in recognition that administrative Police Management employees may be required to work in excess of their normal work schedule. Administrative leave shall not be carried over from one (1) fiscal year to the next, nor may employees convert unused administrative leave to cash. Employees who are promoted, reassigned, or are new hires shall be granted administrative leave on a prorated basis for the remainder of the fiscal year. The City Manager may authorize additional administrative leave at his/her discretion. Administrative leave may only be taken subject to the prior approval of the Police Chief.

**ARTICLE VI – FRINGE BENEFITS**

**Administration**

The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exists 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. During the term of this Agreement, the parties are agreeable to discussing medical insurance alternatives to the PERS Health Plans, and, if the City elects to leave the PERS Health Plans, methods of funding future retiree medical insurance, including but not limited to retirement health savings or annuity programs.

**Changes**

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

**HEALTH AND WELFARE BENEFITS**

**Flexible Benefit Plan**

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

Effective January 1, 2013, the maximum Flexible Benefit contribution for employees enrolled in a City sponsored medical plan shall be:

Single employee	\$750
Employee plus 1 dependent	\$1225
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	\$1225
Employee plus 2 or more dependents	\$1550

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, then the same amount and/or benefit under the same conditions provided to the other association will be made available to BPMA members effective the same date as made available to the other association.

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

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

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

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

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

**Retiree Medical Benefit**

Within the City's Flexible Benefit Plan monthly contribution amounts, \$335 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This \$335 shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical coverage. The parties intend that the entitlement to receive a retiree medical benefit of \$335 per month is a vested benefit for all employees hired by the City on or before 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 hired by the City after June 30, 2017 and placed into this Association, shall,

upon retirement from the City receive the CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. (PEMHCA minimum is \$136 for calendar year 2019).

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

### **Life Insurance**

Based on the life insurance policy limitations, the City shall provide each employee with a term life insurance policy with a benefit equal to one times the individual employee's annual salary. An employee may purchase additional (optional) life insurance coverage at his/her own expense, subject to the terms, conditions, and approval of the insurance carrier.

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

The City shall provide Long-Term Disability Insurance benefits for all employees who have completed an initial probationary period and as provided for in the City's LTD plan document except as provided below in this section of this Article.

Effective for qualifying illnesses or injuries occurring after January 1, 2017, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$16,650 of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee (which includes POST, education, and/or Bilingual compensation, if applicable), exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.

### **Section 125 Program**

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

**Retirement Health Savings Plan (RHSP)**

Effective April 1, 2017, the mandatory \$25 contribution by each employee per month to a Retirement Health Savings Plan (RHSP) is eliminated. In lieu of the mandatory \$25 contribution, the Association has developed new designated contribution amounts by category that are listed below.

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

Any Police Management safety member of CalPERS who (1) retires from the City of Brea, and (2) has reached a cumulative age and length of service in CalPERS that would provide the maximum retirement benefit (i.e., 90% final compensation), shall have 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 then current CalPERS contribution rate for employer and employee.

All Police Management employees who retire or resign from the City of Brea and have an accumulated bank of unused vacation shall have one hundred percent (100%) of the accumulated leave converted to an employer contribution of the RHSP. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of vacation hours eligible under this provision.

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

- A. Police Captains shall contribute one percent (1%) of normal base salary (inclusive of POST and/or Professional Development Pay) effective April 14, 2017.
- B. Police Lieutenants shall contribute one percent (1%) of normal base salary (inclusive of POST and/or Professional Development Pay) effective January 1, 2018.

**RETIREMENT**

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

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

Employees hired as "Classic" safety employees under the CalPERS definition pay the entire nine percent (9%) CalPERS mandated employee retirement contribution, and in addition, pick up an additional three percent (3%), for a total CalPERS contribution of twelve percent



(12%). Effective July 1, 2017, this 12% contribution shall be designated as an “Employee” contribution.

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

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

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

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, based on the three highest years and shall be ineligible for the single highest year benefit.

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

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

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 \$2.00 monthly cost for the Basic Level 1959 Survivor 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.

## **WELLNESS PROGRAM**

The City shall contribute a maximum of \$500 per fiscal year for each employee towards wellness and fitness programs, 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 for the same program each year.

### **Medical Examination**

Wellness money may be used for voluntary medical examinations. 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.

### **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 Officer prior to incurring the expense. Requests for reimbursement will be paid for the fiscal year in which they are incurred and received for reimbursement. 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 twelve (12) months after the first reimbursement.

### **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 Annual Medical Examination and Chiropractic Care**

For each employee, the contribution shall be available to pay for medical insurance deductibles or other non-reimbursed medical expenses for the voluntary annual medical examination 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. An employee’s request for reimbursement must be accompanied by an itemized receipt for expenses incurred. Employees will not be reimbursed for the cost of food or dietary supplements included in a weight reduction program.

**Fitness, Cardiovascular and Strength Training Equipment**

Employees may request reimbursement 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 services.

**ARTICLE VII – PROFESSIONAL DEVELOPMENT AND POST CERTIFICATION PROGRAM**

**Professional Organization Memberships**

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

**Educational and POST Certification Program**

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

- A. Are encouraged to advance their education;
- B. Are fairly compensated for their effort and achievements; and,
- C. Return the City’s investment in that education and development by increasing and maintaining their involvement in the community and in public service.

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

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

<u>Classification/Criteria:</u>	<u>Compensation:</u>
Police Lieutenants or Police Captains with a Master’s Degree:	Five percent (5%) of their salary per month as additional compensation;
Police Lieutenants who have completed required POST course work toward their POST Management Certificate:	Three percent (3%) of their salary per month as additional compensation;
Police Lieutenants with <u>both</u> a Master’s degree and completion of the required POST course work toward a Management Certificate:	Eight percent (8%) of their salary per month as additional compensation;
Police Lieutenants or Police Captains with a POST Management Certificate:	Seven percent (7%) of their salary per month as additional compensation;
Police Lieutenants or Police Captains with <u>both</u> a Master’s degree and POST Management Certificate:	Twelve percent (12%) of their salary per month as additional compensation.

- B. After obtaining the POST Management Certificate, each participant shall complete thirty-two (32) hours per year in a combination of:

- 1) Continuing education/training/professional development, above and beyond any annual POST-mandated programs; and,
- 2) Voluntary teaching or compensated teaching not conducted on City time, public speaking and/or community service programs, not part of the employee's normally assigned duties, which may be conducted on City time but for which the participants will not be otherwise compensated; or, writing and having published any book, or an article for a magazine, newspaper, newsletter or other recognized publication.
- 3) At least 4 hours of time must be spent in each of categories (1) and (2), and the balance of the thirty-two (32) hours may be in any proportion between the two.
- 4) If there is any questions as to the relevancy of a proposed community service, participants must get prior approval of the Police Chief before assuming the event or service will be credited for this program.

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

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

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

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

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

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

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

- A. The requirements have been satisfied; and,
- B. The employee has worked for a period of time equivalent to the leave of absence that extended into the succeeding anniversary year.

Pay will not be multiplied for additional degrees or certificates.

### **Educational and Technology Reimbursement**

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

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

### **Eligibility**

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

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

Coursework as described herein must be completed at a college or university accredited by the Western Association of Schools and Colleges (WASC) or an equivalent accrediting organization. Tuition shall not be granted for on-line attendance or other attendances at what are referred to as "degree mills." For purposes of this MOU only, a "degree mill" is an organization that awards academic degrees and diplomas with substandard or no academic study and without recognition by official educational accrediting bodies. These degrees are often awarded based on vaguely construed life experience. Some such organizations claim accreditation by non-recognized/unapproved accrediting bodies set up for the purposes of providing a veneer of authenticity.

Employees shall submit a request for Education or Technology 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 courses(s) or purchasing the desired technology item. The City will deny professional development and college course work that is deemed not to be job related and technology that is not job related and compatible with City systems. Proof of completion of the approved education program or college course work shall consist of a certificate of completion, or other verification of participation, or a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the pre-approved program, requests for reimbursement may be submitted to the Human Resources Manager (or his/her designee) and must be accompanied by a receipt for all eligible expenses incurred.

### **Reimbursements from Other Sources**

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

### **Reimbursement Schedule**

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. If the request for reimbursement of the remaining amount exceeds \$5,000 for a master's degree under the lifetime maximum provision, then the final amount will be reimbursed at an amount not to exceed \$5,000 per year.

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

Up to \$750 of the eligible annual amount may be used for non-college education, training and professional development programs. Up to \$250 of the annual \$750 may be used for

reimbursement of technology items pre-approved by the Human Resources Manager. Requests for reimbursement for completed education programs will be paid for the twelve (12) month period (September 1 through August 31) in which the requests receive final approval by the Human Resources Manager.

## **ARTICLE VIII – OTHER PROVISIONS**

### **Substance Abuse Policy**

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

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

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

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

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

### **Use of Tobacco Products**

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

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

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



termination.

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

### **Labor Management Committee**

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

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

### **ENTIRE MEMORANDUM OF UNDERSTANDING**

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

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

### **SEVERABILITY**

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

**TERM OF MEMORANDUM OF UNDERSTANDING**

This agreement shall become effective July 1, 2018, and shall remain in full force and effect through June 30, 2020.

**RATIFICATION AND EXECUTION**

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

**CITY OF BREA**

**BREA POLICE MANAGEMENT ASSOCIATION**

[Signature]  
Mayor

[Signature]  
Adam Hawley, President

Dated: 5/9/19

Dated: 5/2/2019

[Signature]  
Attest: City Clerk

Dated: 5/9/19



# EXHIBIT A

## SALARY TABLES EFFECTIVE 01/13/2018 – 07/12/2019

<u>JOB CLASS TITLE</u>	<b>(MONTHLY)</b>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE CAPTAIN	\$11,807.75	15,116.82
POLICE LIEUTENANT	10,173.75	13,024.90

## SALARY TABLES EFFECTIVE 07/12/2019 – 06/30/2020

<u>JOB CLASS TITLE</u>	<b>(MONTHLY)</b>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE CAPTAIN	\$12,043.90	15,419.15
POLICE LIEUTENANT	10,377.22	13,285.40

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