

**SIDE LETTER AGREEMENT  
TO THE 2023-2026 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BREA  
AND THE BREA CITY EMPLOYEES' ASSOCIATION**

**WHEREAS**, the City of Brea ("City") and the Brea City Employees' Association ("BCEA") have entered into a Memorandum of Understanding ("MOU") covering the period of July 1, 2023 through June 30, 2026; and

**WHEREAS**, Article V of the MOU delineates a variety of Leaves, including City designated Holiday Compensation available to eligible employees; and

**WHEREAS**, the 2015-2017 BCEA MOU has an addendum attached to it and it appears that section 3 language regarding Holiday premium pay was never incorporated into a successor MOU; and

**WHEREAS**, certain Police Department employees in the Police Records Division are assigned to work on observed holidays and desire to continue to be compensated for premium pay at a rate of one and one-half (1½) times the employee's regular hourly rate of pay; and

**WHEREAS**, the parties have met and conferred in good faith over holiday premium pay for non-overtime hours on a designated holiday for certain employees in the Police Records Division.

**NOW, THEREFORE, THE PARTIES** do hereby agree as follows:

1. ARTICLE V - LEAVES - HOLIDAYS Employees Working on Designated Holidays section is hereby amended, effective September 1, 2023, to read as follows:

**Holiday Premium Pay for Certain Police Department Records Staff**

Holiday premium pay is for non-overtime hours on a **designated** holiday. An employee who is scheduled to work on a designated City holiday shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay on a designated holiday. In addition to holiday premium pay for working on a holiday, employees shall also receive standard holiday benefits delineated above. The following classifications are subject to this provision: Police Records Clerk, Police Records Technician, and Senior Police Records Technician.

All other terms and conditions of the 2023-2026 MOU not specifically modified by this Side Letter Agreement shall remain in full force and effect.

**CITY OF BREa**

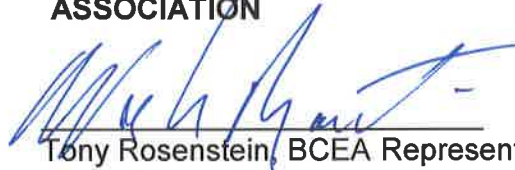


William Gallardo, City Manager

Date

9/25/23

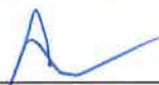
**BREA CITY EMPLOYEES'  
ASSOCIATION**



Tony Rosenstein, BCEA Representative

Date

9/28/23



Sara Woodward, BCEA Representative

Date

9/28/23