RESOLUTION NO. 26-13409

A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL AMENDING THE COMPENSATION AND WORKING CONDITIONS FOR CLASSIFIED NON-MANAGEMENT EMPLOYEES REPRESENTED BY THE CAMPBELL MUNICIPAL EMPLOYEES ASSOCIATION (CMEA)

WHEREAS, the Campbell Municipal Employees Association (CMEA) is a recognized employee organization representing employees; and

WHEREAS, the City of Campbell (City) City Council retains sole authority to enter into a Memorandum of Understanding (MOU) with recognized employee organizations representing employees; and

WHEREAS, the City is currently operating pursuant to an August 2022 MOU, extended on June 17, 2025 through June 30, 2026; and

WHEREAS, the City Council's negotiation team and CMEA representatives have reached and authorized a tentative agreement on the terms of a successor MOU for salaries, benefits and working conditions; and

WHEREAS, the City has satisfied its obligation under Government Code Section 3500, et. seq., and under the City's Employer-Employee Relations Resolution No. 10016 to meet and confer over the terms and conditions of employment contained in the recommended successor MOU with CMEA; and

WHEREAS, the MOU has been presented to the City Council for consideration and ratification and is attached hereto and made a part hereof; and

WHEREAS, the City Council of the City of Campbell desires to ratify and adopt the provisions included in the successor MOU;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Campbell does hereby approve and ratify the successor Memorandum of Understanding (MOU) attached hereto and made a part hereof.

BE IT FUTHER RESOLVED that the terms and conditions of the successor MOU shall be in full force and effect from July 1, 2026 through June 30, 2028, except as specified otherwise in the MOU; and

FINALLY, BE IT FURTHER RESOLVED that the City Appointing Power and the Human Resources Manager have the authority to take any necessary administrative actions to implement the provisions of this resolution.

PASSED AND ADOPTED this 7th day of July, 2026, by the following roll call vote:

AYES: Councilmembers: Lopez, Hines, Scozzola, Bybee, Furtado
NOES: Councilmembers: None
ABSENT: Councilmembers: None

APPROVED:

Daniel E. Furtado, Mayor

ATTEST:

Andrea Sanders, City Clerk

MEMORANDUM OF UNDERSTANDING ON WAGES, EMPLOYEE BENEFITS, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Campbell Municipal Employees Association (CMEA)

PARTIES TO UNDERSTANDING

This Memorandum of Understanding is between the authorized representatives of the City Council of the City of Campbell, hereinafter referred to as "City", and the authorized representatives of Campbell Municipal Employees Association, hereinafter referred to as "CMEA".

STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provisions of the State of California Public Employees Representation Law, as contained in Section 3500 of the Government Code of the State in that the employer-employee representatives noted here did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

This Memorandum of Understanding also complies with Resolution 10016, relating to employer-employee relations, as adopted and amended by the City Council of the City of Campbell.

I. GENERAL CONDITIONS

A. Personnel Rules and Regulations

This Memorandum of Understanding does not modify or change the provisions of the Personnel Rules and Regulations of the City unless a specific reference is made herein to modify or add to the existing Personnel Rules and Regulations. Because some terms and conditions of employment are set forth in the Personnel Rules and Regulations, for the parties' convenience, the Personnel Rules and Regulations can be found at: https://www.campbellca.gov/DocumentCenter/View/19738/City-of-Campbell-Rules-and-Regulations.

B. Terms of Understanding

This Memorandum of Understanding embodies all modifications on salaries, hours, employee benefits, and other terms and conditions of employment, for a 24-month term beginning July 1, 2026 and ending June 30, 2028.

C. Existing Benefits Continued

This Memorandum of Understanding does not modify existing salaries, benefits, hours, or terms and conditions of employment contained in the currently adopted

Pay and Classification Plan, except as noted herein. Such benefits and terms of employment remain unmodified and shall continue in full force and effect throughout the term of this Memorandum of Understanding.

D. Benchmarks

Accountant	Building Inspector	Office Assistant
Accounting Clerk II	Building Maintenance Worker	Associate Planner
Associate Engineer	Executive Assistant	Recreation Coordinator
IT Administrator		Recreation Supervisor

Any special compensation adjustment for a benchmark classification provided for by this MOU will also be provided to classifications related to the benchmark as set forth below:

Accountant
Senior Accountant

Accounting Clerk II
Accounting Clerk I

Associate Engineer
Assistant Engineer
Junior Engineer
Engineering Aide
Engineering Technician
Environmental Program Specialist
Environmental Program Coordinator

Building Inspector
Senior Building Inspector
Public Works Inspector
Senior Public Works Inspector
Code Enforcement Officer
Permit Technician

Building Maintenance Worker
Building Maintenance Lead Worker
Utility Worker

IT Administrator
IT Technician
Communications and Public Engagement Coordinator
Public Safety Systems Specialist

Executive Assistant
Office Specialist
Deputy City Clerk
Executive Assistant to Police Chief

Office Assistant
Senior Office Assistant

Associate Planner
Assistant Planner
Senior Planner
Administrative Analyst
Planning Technician
Economic Development Specialist
Unhoused Specialist

Recreation Supervisor
Senior Services Supervisor

Recreation Coordinator
Nutrition Site Manager
Recreation Specialist
Museum Collections Specialist

The survey agencies for CMEA are listed below:

Survey Agencies
Cupertino
Gilroy
Los Altos
Los Gatos
Milpitas
Morgan Hill
Mountain View
Palo Alto
Santa Clara
Saratoga
Sunnyvale

The compensation components to be used for the Total Compensation analysis shall be as follows: Salary Min, Salary Max, CalPERS Retirement Contribution, Deferred Compensation, Certification Pay, Flexible Spending Account (FSA), Dental, Life, Vision, Medical (Highest Amount of Coverage), LTD, RHSA (VEBA), and Social Security/Medicare.

II. COMPENSATION

A. Salary

1. Effective the first full pay period in July 2026, the salaries of all classifications shall be increased by three percent (3%).

2. Effective the first full pay period in July 2027, the salaries of all classifications shall be increased by three percent (3%).

B. Fiscal Year 25/26 Retroactive Cost of Living Adjustment (COLA)

By the second pay period in August 2026, each eligible bargaining unit member shall receive a one-time lump sum payment reflecting a retroactive three percent (3%) COLA for the period of July 1, 2025 to June 30, 2026.

III. HEALTH & WELFARE BENEFIT PROGRAMS

A. Benefit Cost Adjustments

1. The benefit cost adjustments for the term of this contract are as follows:

- The City will be responsible for any increase to the PERS employer contribution rate for the PERS plan.

- The City will continue to provide the current dental coverage, including an annual maximum per patient benefit of $2,500, and orthodontia coverage with a $2,500 per patient lifetime.

- The City will continue to provide for life insurance.

- The City will continue to provide for the Employee Assistance Program.

- The City will provide for Long Term Disability Insurance. The maximum benefit is $3,000 per month.

- The City will continue to provide for Vision Service Plan (VSP) coverage which includes Progressive Lens coverage.

B. Medical Insurance / Cafeteria Plan Allowance

1. Medical Insurance Benefit Program

The City will continue to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees with medical insurance benefits.

The City's maximum monthly contribution for each eligible bargaining unit member for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA). The City's contribution will come out of the amount the City currently contributes to employees as part of the Cafeteria Plan Allowance, provided below. The cost of the City's participation in CalPERS will not require the City to expend additional funds toward health insurance beyond what is already provided through the Cafeteria Plan Allowance. Any cost increase to the minimum monthly employer contribution required under PEMCHA will be borne by employees.

2. Cafeteria Plan Allowance

Bargaining unit members electing medical coverage in the City's plans will receive a health flex allowance and shall purchase such coverage through the City's Cafeteria Plan.

Effective January 1, 2026, the monthly Cafeteria Plan Allowance is based on selected level of coverage as follows:

- Employee Only Coverage: $1,151.05
- Employee Plus One Coverage: $2,302.10
- Employee Plus Family Coverage: $2,992.72

Effective January 1, 2027, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2027 at the employee's selected level of coverage unless the 2027 rates are eight percent (8%) higher than the City's 2026 contribution. If the year-over-year rate increase exceeds 8% of the City's 2026 contribution, the City's Cafeteria Plan Allowance shall be eight percent (8%) higher than the City's 2026 contribution. Employees who select a plan with rates higher than the City's Allowance will be required to make up the difference through salary redirection.

Effective January 1, 2028, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2028 at the employee's selected level of coverage unless the 2028 rates are eight percent (8%) higher than the City's 2027 contribution. If the year-over-year rate increase exceeds 8% of the City's 2027 contribution, the City's Cafeteria Plan Allowance shall be eight percent (8%) higher than the 2027 contribution. Employees who select a plan with rates higher than the City's Allowance will be required to make up the difference through salary redirection.

Employees who elect a medical insurance plan with a lower monthly premium than the amount of the City's medical contribution may apply their unused contribution amount toward other benefit options that are available under the Cafeteria Plan, such as flexible spending accounts for out-of-pocket medical expenses and dependent care, accident insurance, cancer insurance, heart and stroke insurance, and life insurance benefits.

Employees who do not spend all their Cafeteria Plan Allowance on Cafeteria Plan benefits will not receive any cash benefit.

3. Conditional Opt-Out

Employees who at initial enrollment or during the annual open enrollment period complete an affidavit and provide proof of other minimum essential coverage for themselves under an exchange/marketplace or an individual plan, will be allowed to waive medical coverage for themselves and their qualified dependents (tax family). The monthly conditional opt-out incentive is $750.

The conditional opt-out incentive shall be paid in cash (taxable income) to the employee. The employee must notify the City within 30 days of the loss of other minimum essential coverage. The conditional opt-out payment shall no longer be payable if the employee and family members cease to be enrolled in other minimum essential coverage.

4. Flexible Spending Account

Effective the first full pay period in July 2026, each CMEA member will receive a City contribution to a flexible spending account (FSA) which can be used for IRS eligible medical or dependent care expenses in the amount of $80.76 per pay period.

IV. OTHER PROVISIONS

A. Tuition Reimbursement

City will continue the tuition reimbursement program as specified in Personnel Rules and Regulations Section 18.3.A, with a maximum reimbursement of $3,000 per year.

CMEA employees will be able to use tuition reimbursement money to attend relevant work-related training that is approved by management. Reimbursement will include tuition and class participation materials only.

Employees represented by CMEA may utilize tuition reimbursement for examination fees and related review course fees if pursuing job related certification programs.

B. Deferred Compensation

The City will continue to contribute $50 per pay period to each full-time CMEA employee's Deferred Compensation account. The contribution for permanent part-time CMEA employees will be prorated accordingly.

C. Retiree Award Program

The City will continue the existing Retiree Award Program based on the following criteria and features:

- Minimum retirement age of 50 and retired from the City of Campbell.
- Bills must be submitted to the City in January and July of each year for reimbursement for the prior six months' costs.
- Award will not exceed cost for medical and dental coverage for the retiree only (not dependents) on a reimbursement basis as follows:

  - For employees who have completed at least 17 years of service with the City of Campbell, award will be a maximum $325 per month.

- All other provisions of the Retiree Award Program will remain unchanged.
- Employees hired on or after July 1, 2017, will not be eligible for the Retiree Award Program.

D. Voluntary Employees Beneficiary Association Plan (VEBA)

The City contributes $69.24 per pay period to each CMEA employee's VEBA account.

The City shall cover the cost of the monthly administrative fee for each CMEA employee's VEBA account.

E. Uniform and Equipment Allowance

City will provide a uniform allowance in the amount of $600 per year to the following classifications:

Building Maintenance Worker
Building Maintenance Lead Worker
Utility Worker
Recreation Specialist, Facilities

City will provide an allowance of $150 per year to the following classifications for work boots/shoes/hats:

Building Inspector
Senior Building Inspector
Public Works Inspector
Senior Public Works Inspector
Code Enforcement Officer
Associate Engineer
Assistant Engineer
Engineering Technician

The following classifications will be provided $150 for work boots/hats upon hire date or the effective date of this MOU (whichever occurs first), and on an as needed basis thereafter, to be determined by the department head:

Planning Technician
Assistant Planner
Associate Planner
Senior Planner

Uniform allowance payments will be made once each fiscal year (in July).

F. Bilingual Pay

The City will provide bilingual pay at $100 per pay period.

G. Employee Certifications

Any CMEA employee who has obtained a current Certified Pool Operator Certification and is actively utilizing the certification in the course of employment,

shall receive an additional $25 per pay period.

H. Vacation

Employees shall be entitled to vacation pay in accordance with the following schedule:

Years of Service	Hours Accrued Per Pay Period	Number of Hours Retainable
Start of year 1 through completion of year 4	3.38 hours	220
Start of year 5 through completion of year 10	4.92 hours	250
Start of year 11 through completion of year 15	5.85 hours	300
Start of year 16 and thereafter	6.46 hours	350

I. City-Observed Holidays

Employees shall be entitled to eight hours of paid holiday time on each of the following City-observed holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and Day After Thanksgiving
Christmas Eve
Christmas Day

Holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday.

J. Floating Holidays

Five (5) floating holidays (40 hours) shall be incorporated into the employee leave bank per year. Employees receive the appropriate prorated portion of this entitlement upon hire. Floating holidays must be used during the calendar year in which they are granted. Unused floating holiday time may not be carried over to the next calendar year. Floating holiday time shall have no monetary value upon termination of employment.

K. Sick Leave

Employees accrue 3.69 hours of sick leave per pay period. Accumulation is unlimited.

EXECUTED THIS 7 DAY OF July 2026 BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES WHOSE SIGNATURES APPEAR BELOW FOR THEIR RESPECTIVE ORGANIZATION.

CITY REPRESENTATIVES

Brian Loventhal, City Manager

Angelique Gaeta, Assistant City Manager

Ada Chang, HR Manager

CAMPBELL MUNICIPAL EMPLOYEES ASSOCIATION – NEGOTIATING TEAM MEMBERS

Reina Antonio, President

Ken Ramirez, Vice-President

Shannon Brangan, President Emerita