

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

Campbell Police Civilian Employees Association (CPCEA)

PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU) 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 Police Civilian Employees Association, hereinafter referred to as "CPCEA".

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. Representation

CPCEA is recognized by the City as the authorized representative of the following classifications:

- Communications Supervisor
- Police Records Specialist
- Police Records Supervisor
- Public Safety Dispatcher
- Community Services Officer
- Property/Evidence Specialist

B. 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.

C. 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, 2019 and ending June 30, 2021.

D. 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.

E. Release Time – Meet and Confer

Employees who are members of the CPCEA negotiating team who are required to attend a meet and confer or meet and consult session during duty hours will be given one hour of release time before and one hour of release time after each session. Members of the CPCEA negotiating team, with their supervisor's approval, may schedule an equivalent amount of release time at times other than before or after a meet and confer session.

II. COMPENSATION

- A. Effective the first pay period containing July 1, 2019, the salaries of all classifications represented by CPCEA shall be increased by three percent (3%).
- B. Effective the pay period containing September 1, 2020, a special adjustment will be provided, based on completion of a Total Compensation analysis for all CPCEA benchmark classifications. It will be calculated as follows: City will prepare a Total Compensation analysis for all CPCEA benchmark classifications, using the established benchmark agencies and compensation components. City will calculate a special adjustment that would bring all CPCEA classifications' Total Compensation to the mean of the Total Compensation array as it exists on August 12, 2020.

III. OTHER PROVISIONS

A. Benefit Cost Adjustments

For the term of this contract:

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

The City will to continue to provide for 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 provide life insurance.

The City will provide the Employee Assistance Program.

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

The City will provide for Vision Service Plan (VSP) coverage.

B. 1. Health Insurance Benefit Program

Effective January 2020, the City will provide a maximum of \$136.00 per month for health insurance and \$1575.00 per month for a Cafeteria Plan Allowance in an additional Section 125 allotment for health and other optional benefits. (\$1711 per month total). The maximum cash rebate of the City's contribution will be \$1135 per month. Any amount over the maximum cash rebate (\$1135) of the City's total contribution (\$1711) may be applied toward the purchase of additional Cafeteria Plan Benefits (\$576).

Effective January 2021, the City will provide an additional \$100 per month for health insurance. The cash rebate will remain the same.

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 active employee 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).

2. Cafeteria Plan Allowance

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, flexible spending accounts for out-of-pocket medical expenses and dependent care, accident insurance, cancer insurance, heart and stroke insurance, long term care insurance, and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health benefits under Section B1 of this Article. Any tax consequences resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

Any increase to minimum monthly employer contribution under PEMHCA will result in a corresponding decrease in the employee's Cafeteria Plan Allowance.

C. Retiree Award Program

The City will continue the existing Retiree Award Program continuing 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 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 of \$325 per month.
- All other provisions of the Retiree Award Program will remain unchanged.
- Employees hired on or after January 1, 2018, will not be eligible for the Retiree Award Program.

D. Deferred Compensation

The City will continue to contribute \$22 per pay period to each full time CPCEA employee's ICMA Deferred Compensation account.

E. Uniform Allowance

The City will continue to provide a uniform allowance for Police Records Specialists, the Police Records Supervisor, Property/Evidence Specialist, of \$655/year and Community Services Officer of \$740/year.

F. Holiday Pay/Floating Holidays

The City will continue to provide holiday pay of 4.8% in lieu of pay, and the current Floating Holiday allocation of sixteen (16) hours per calendar year will continue for the term of this Memorandum of Understanding.

G. 17.12 Trainer Pay - Police Records Specialists, Public Safety Dispatchers and Community Services Officers

Police Records Specialists, Public Safety Dispatchers and Community Services Officers will receive five percent (5%) differential pay when assigned by their Supervisor to train a new employee for a period of time of at least 1 hour per occurrence. In order to qualify for this pay, the trainer must complete all required training logs and evaluation forms as designated by the Department. Police Records Specialists, Public Safety Dispatchers and Community Services Officers will receive five percent (5%) differential pay for the period of time they are assigned to and actually engaged in developing training materials or designing or coordinating a training program. A minimum of one hour per occurrence must be spent in these activities to be eligible for Trainer Pay.

H. Tuition Reimbursement

The City will continue to provide the tuition reimbursement program as specified in Personnel Rules and Regulations, Section 18.3.A, with a maximum reimbursement of \$3000 per year. CPCEA members will be able to use tuition reimbursement money to attend certificated relevant work-related training that is approved by the administration. Reimbursement will include tuition and class participation materials only.

I. Bilingual Pay

The City will provide CPCEA's bilingual pay of \$100 per pay period.

J. Vacation Buy Back

Employees may convert once per year, unused vacation time for payment subject to the following conditions:

1. The employee must have a minimum of 120 hours of accrued vacation

immediately prior to a conversion.

2. Any payment for accrued vacation hours will be subject to taxes as determined by law.
3. Minimum exchange will be one day.
4. All exchanges are irrevocable.
5. A minimum of 40 hours of vacation leave must be previously used prior to conversion.

K. VEBA

In addition to the existing contribution of \$48.08 per pay period, effective the pay period including July 1, 2017 an additional amount of \$11.54 per pay period will be provided by the City to each CPCEA employee's VEBA account.

Effective the pay period including July 1, 2018, an additional amount of \$11.54 per pay period will be provided by the City to each CPCEA employee's VEBA account.

L. Benchmarks

Comparable salary and benefit data is gathered from Campbell's survey agencies to determine how Campbell benchmark classifications compare with comparable positions in our survey agencies.

Dispatcher

Community Services Officer

Records Specialist

Property and Evidence Specialist

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

Dispatcher

Communications Supervisor

Community Services Officer

Records Specialist
Police Records Supervisor

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, Dental, Life, Vision, Medical, LTD, and MCARE.

The City agrees to use Records Specialist II for City of Santa Clara and Records Technician II for City of Gilroy and Police Clerk II for City of Milpitas for total comp purposes in this contract for comparing Police Records Specialist in Campbell.

The City agrees to use Public Safety Dispatcher II for City of Santa Clara for total comp purposes in this contract for comparing Public Safety Dispatcher in Campbell.

M. Healthy Life-Style Reimbursement

The City will provide for CPCEA a healthy life-style reimbursement with the following provisions:

1. Eligibility:
 - a. Employee, spouse and dependents.
 - b. Any City-sponsored recreation class/program/event offered through the City's recreation activity guide and where the class/program/event is offered during the MOU period.
2. Amount:
 - a. A maximum of \$2,400 per each MOU fiscal year for entire CPCEA group.
 - b. Reimbursement shall be authorized by at least two CPCEA Board Members and final approval through Human Resources.

N. POST/Educational Incentive Pay

The City will pay Public Safety Dispatchers possessing the following certifications based on the regulations set forth by POST:

- POST Dispatcher Intermediate Certificate - \$50 per pay period
- POST Dispatcher Advanced Certificate - \$100 per pay period

In the event an eligible certification becomes a "requirement" of a job class specification (such as through changes in State or Federal requirements), the appropriate Department Head will notify HR and HR subsequently will notify CPCEA of any changes in certification pay.

O. Compensatory Time

At the discretion of the department head, compensatory time shall be granted to eligible classified non-management employees. Such compensatory time is to be on a time and one-half basis except as provided for in Section 17.0 of the Personnel Rules and Regulations and will be governed by the following provisions.

A. Compensatory time earned by an employee who is required to work in excess of the normal workweek shall be recorded in actual hours worked on the employee's timecard and submitted to the Finance Department.

B. The maximum accumulation of compensatory time is as follows:

For employees represented by CPCEA, compensatory time shall not be allowed to accumulate in excess of 190 hours.

P. Standby Pay

CPCEA employees who are subpoenaed to court and subsequently placed on "phone standby" during their non-work hours, will be compensated at the rate of one (1) hour of straight time pay or one (1) hour of compensatory time off for each day they are on "phone standby" status. Employees called in to court while on "phone standby" during their non-working hours will be compensated pursuant to Personnel Rules and Regulations, Section 16.22, Overtime.

Q. Off Duty Contacts

Any unit member contacted while the unit member is off duty, and who is asked to provide services to the City but not directed to physically return to the work site shall be compensated as follows. The unit member shall receive a minimum of one-hour of pay compensated at the unit member's

base hourly rate of pay. Such pay shall only apply where the unit member performs 10 minutes of work or more. Fewer than 10 minutes of work shall be considered de minimis and not compensable. If a unit member is asked to provide services more than once within the same one-hour window of time, the total time spent providing services shall be aggregated and will be counted as part of the same one-hour period. Unit members shall record all time actually worked and shall report the time according to applicable work time reporting procedures.

R. Overtime

At the discretion of the department head, overtime will be compensated by time and one-half pay or time and one-half compensatory time according to the City Rules and Regulations Section 16.22 and under the following conditions:

Non-Sworn Safety personnel: Emergencies and investigations directly related to the City of Campbell where continuous overtime extends the regular work shift for a represented employee more than one and one-half (1.5) times the number of hours of that shift (18 hours for employees scheduled to a 12 hour shift, and 15 hours for employees scheduled to a 10 hour shift) will be paid at two times the represented employee's regular rate of pay. Double overtime will not be paid for pre-planned events where no emergency exists, or in response to requests for Mutual-Aid. As per policy, all time cards are approved by the Division Commanders. Any questions or issues related to approval will be settled at the discretion of the employee's division commander.

IV. RETROACTIVITY

All proposals will be effective the pay period including July 1, 2019 if agreement is reached on or before June 30, 2019. If agreement is reached after July 1, 2019, proposals will be effective the first pay period following the date of agreement.

V. RATIFICATION

This MOU is subject to ratification by a majority vote of the employee organization represented herein within ten (10) days of execution by CPCEA and by approval of a majority of the City Council of the City of Campbell within twenty (20) days of the date of execution.

EXECUTED THIS 5 DAY OF June 2019 BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES WHOSE SIGNATURES APPEAR BELOW FOR THEIR RESPECTIVE ORGANIZATION.

CITY REPRESENTATIVES

CAMPBELL POLICE
CIVILIAN EMPLOYEES
ASSOCIATION







