

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

Campbell Peace Officers' Association (CPOA)

The City Negotiating Committee makes the following proposal for a Memorandum of Understanding:

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 Peace Officers' Association, hereinafter referred to as "CPOA".

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.

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 January 1, 2020 and ending December 31, 2021.

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.

Represented Classifications

- Police Agent
- Police Officer
- Police Sergeant

Any special compensation adjustment for the benchmark classification of Police Sergeant will also be provided to classification of Police Agent.

II. COMPENSATION ADJUSTMENTS

- A. Effective the pay period containing January 13, 2020, the salaries of all classifications represented by CPOA shall be provided a special adjustment that would bring all CPOA classifications' Total Compensation to one half percent (1/2%) above the fifth position agency, including Campbell. It will be calculated as follows: City will prepare a Total Compensation analysis for all CPOA benchmark classifications, using the established benchmark agencies and compensation components. City will calculate a special adjustment of the Total Compensation array as it exists on January 8, 2020.
- B. Effective the pay period containing January 11, 2021 a special adjustment will be provided, based on completion of a Total Compensation analysis for all CPOA benchmark classifications. It will be calculated as follows: City will prepare a Total Compensation analysis for all CPOA benchmark classifications, using the established benchmark agencies and compensation components. City will calculate a special adjustment to the salaries of all classifications, with a minimum of zero percent (0%) not to exceed five percent (5.0%) that would bring all CPOA classifications' Total Compensation to the fourth position of the Total Compensation array as it exists on January 7, 2021. This special adjustment calculation will place all CPOA classifications one half percent (1/2%) above the fifth position agency, including Campbell.

The compensation components to be used for the Total Compensation analysis shall be as follows: Salary Min, Salary Max, Dental, Life, Vision, Medical, LTD, Uniform Allowance, MCARE, and Holiday Pay.

The survey agencies for CPOA are identified below:

Survey Agencies

Gilroy	Palo Alto
San Jose	Santa Clara
Santa Clara County	Los Altos

Los Gatos
Morgan Hill

Milpitas
Mountain View

III. OTHER PROVISIONS

1. Health Insurance Benefit Program

The City will provide a maximum of \$128.00 per month for health insurance and \$1072.00 per month for a Cafeteria Plan Allowance in an additional Section 125 allotment for health and other optional benefits (\$1200 per month total). The maximum cash rebate of the City's contribution will be \$1050 per month. Any amount over the maximum cash rebate of the City's total contribution (\$1200) may be applied toward the purchase of additional Cafeteria Plan Benefits.

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.

3. Benefit Cost Adjustments

The City will be responsible for the CalPERS employer contribution rate for the term of this contract.

The City will provide for any increase per month for the current dental coverage, including an annual maximum per patient benefit of \$1,500, and

orthodontia coverage with a \$2,500 per patient lifetime for the term of this contract.

The City will provide for any increase per month for life insurance for the term of this contract.

The City will provide for any increase per month for the Employee Assistance Program for the term of this contract.

The City will provide for any increase per month for Vision Service Plan (VSP) coverage for the term of this contract.

4. Uniform Allowance: The City will provide a uniform allowance for all CPOA represented employees of \$1100 per year. Payment will be made one time each fiscal year (in July).

5. 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.

6. VEBA

The City contributes \$70 per pay period to each CPOA employee's VEBA account.

The City will contribute an additional \$50 per pay period to each CPOA employee's VEBA account effective the pay period including January 1, 2020.

The City will contribute an additional \$50 per pay period to each CPOA employee's VEBA account effective the pay period including January 1, 2021.

7. Canine Pay

Officers assigned to the Canine Handler position will receive 5% above their base pay rate.

Employees assigned as Canine Handlers shall receive seven (7) hours per biweekly pay period of release time. This represents one half hour per day (3.5 hours per week) for time spent caring for the canine outside of normal work hours. The City and the Association have considered the time that canine handlers typically spend on off-duty canine care and have determined one half hour per day (3.5 hours a week) is reasonable. Every effort will be made to allow the Canine Handler to flex this time with regular hours. When circumstances do not allow for these hours to be flexed, and with supervisor

approval, the Canine Handler will be compensated at one and one half times the State of California minimum wage rate.

8. Retention Pay

Effective January 13, 2020, employees covered by this MOU shall be entitled to retention pay as follows:

For five (5) years of continuous service with the Police Department, a one-time payment of 4% of annual base pay in the pay period following the employee's five-year anniversary date, as long as the employee's two most recent annual performance evaluations were satisfactory or better.

For ten (10) years of continuous service with the Police Department, a one-time payment of 8% of annual base pay in the pay period following the employee's ten-year anniversary date, as long as the employee's two most recent annual performance evaluations were satisfactory or better.

For fifteen (15) years of continuous service with the Police Department, a one-time payment of 10% of annual base pay in the pay period following the employee's fifteen-year anniversary date, as long as the employee's two most recent annual performance evaluations were satisfactory or better.

For twenty (20) years of continuous service with the Police Department, a one-time payment of 12% of annual base pay in the pay period following the employee's twenty-year anniversary date, as long as the employee's two most recent annual performance evaluations were satisfactory or better.

In addition, in the first full pay period of January 2020 only, the City will make a one-time off-schedule payment to all employees covered by this MOU who have five or more years of continuous service with the Police Department *and have received satisfactory or better performance evaluations during their previous two performance evaluations* as of January 1, 2020, as follows: employees with five to nine years of continuous service as of January 1, 2020 will receive 4% of annual base pay; employees with ten to fourteen years of continuous service as of January 1, 2020 will receive 8% of annual base pay; employees with fifteen to nineteen years of continuous service as of January 1, 2020 will receive 10% of annual base pay; employees with twenty years or more of continuous service as of January 1, 2020 will receive 12% of annual base pay.

The parties agree that retention pay is not special compensation per Title 2 of the California Code of Regulations, sections 571 and 571.1.

IV. RETIREE AWARD PROGRAM

The City's retiree medical reimbursement program will contain the following eligibility requirements and benefits:

- 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.
- Payment for medical insurance coverage for the retiree only (not dependents) on a reimbursement basis as follows:
 - Employees who have completed 17 years of service with the City of Campbell or receive an industrial disability retirement after July 1, 1999, will be reimbursed a maximum of \$325 per month.
 - Employees hired on or after January 1, 2020, will not be eligible for the Retiree Award Program

V. BILINGUAL PAY

City will provide \$100 per pay period for bilingual pay.

VI. Modification to Rules/Regulations Language

17.5 Emergency Transfer of Sick Leave--Employees Represented by Campbell Peace Officers Association

The emergency transfer of sick leave from members of the CPOA to a specific member of CPOA may be granted as follows:

- A. The membership of CPOA must agree that each member will contribute some amount of sick leave to a specific employee.

VI. RETROACTIVITY

All proposals will be effective as indicated if agreement is reached by December 31, 2019.

VII. RATIFICATION

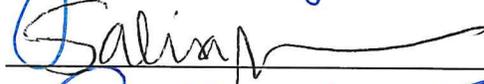
This M.O.U. is subject to ratification by a majority vote of the employee organization represented herein within ten (10) days of execution by CPOA, and by approval of a

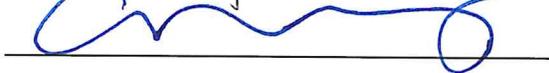
majority of the City Council of the City of Campbell within twenty (20) days of the date of execution.

EXECUTED THIS 17 DAY OF December 2019, BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES, WHOSE SIGNATURES APPEAR BELOW, FOR THEIR RESPECTIVE ORGANIZATION.

CITY REPRESENTATIVES







CPOA REPRESENTATIVES



