

**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. Because some terms and conditions of employment are set forth

in the Personnel Rules and Regulations, a copy of the Personnel Rules and Regulations (current as of August 8, 2022), is attached to this Memorandum of Understanding for the parties' convenience.

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 36 month term beginning July 1, 2022 and ending June 30, 2025.

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 full pay period in July 2022, the salaries of all classifications represented by CPCEA shall be increased by four percent (4%).
- B. Effective the first full pay period in July 2023, the salaries of all classifications represented by CPCEA shall be increased by four percent (4%).
- C. Effective the first full pay period in July 2024, the salaries of all classifications represented by CPCEA shall be increased by three percent (3%).
- D. Effective the first full pay period in September 2024, 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, 2024.

E. Contract Ratification Bonus

Effective the first full pay period after Council approval of this MOU, each member will receive a one-time, non-pensionable lump sum payment of \$1,500.

III. HEALTH & WELFARE BENEFIT PROGRAMS

A. Benefit Cost Adjustments

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 on the PERS plan.
- The City will 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 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. Medical Insurance / Cafeteria Plan Allowance

1. Medical Insurance Benefit

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, 2023, the monthly Cafeteria Plan Allowance will be based on selected level of coverage as follows:

- Employee Only Coverage: \$913.74
- Employee Plus One Coverage: \$1,827.48
- Employee Plus Family Coverage: \$2,375.72

Effective January 1, 2024, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2024 at the employee's selected level of coverage unless the rate increase from plan year 2023 exceeds eight percent (8%). If the year-over-year rate increase exceeds 8%, the City's Cafeteria Plan Allowance shall be eight percent (8%) higher than the 2023 rates. 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, 2025, the monthly Cafeteria Plan Allowance will be set at the Kaiser Permanente Region 1 rates for 2025 at the employee's selected level of coverage unless the 2025 rates are eight percent (8%) higher than the City's 2024 contribution. If the year-over-year rate increase exceeds 8% of the City's 2024 contribution, the City's Cafeteria Plan Allowance shall be eight percent (8%) higher than the 2024 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.

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

CPCEA agrees to forego paid holidays off in exchange for holiday pay in the form of 4.8% in lieu pay.

Members are entitled to sixteen hours of Floating Holiday per year. New employees receive the appropriate prorated portion of this entitlement upon hire. Floating holidays must be used during the 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 value upon termination of employment.

G. Trainer Pay

Police Records Specialists, Public Safety Dispatchers, Community Services Officers and Property/Evidence Specialists 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, Community Services Officers and Property/Evidence Specialists 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 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

The City contributes \$71.16 per pay period 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

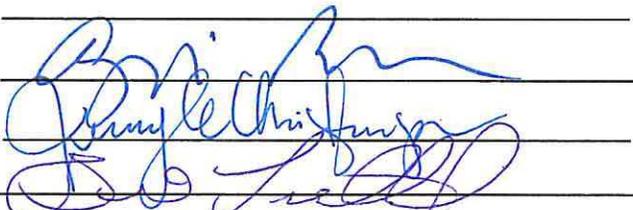
At the discretion of the department head, overtime will be compensated by time and one-half pay or time and one-half compensatory time according to the City Rules and Regulations Section 16.22 and under the following conditions:

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.

EXECUTED THIS 16 DAY OF August 2022 BY THE
EMPLOYEREMPLOYEE REPRESENTATIVES WHOSE SIGNATURES APPEAR
BELOW FOR THEIR RESPECTIVE ORGANIZATION.

CITY REPRESENTATIVES

CAMPBELL POLICE
CIVILIAN EMPLOYEES
ASSOCIATION



Kari Pierce.

Kelly Alvarado