

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

Campbell Peace Officers' Association (CPOA)

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

Unless otherwise agreed to by the parties, this Memorandum of Understanding does not modify or change the provisions of the City of Campbell Personnel Rules and Regulations, hereinafter referred to as "Rules and Regulations". Because additional terms and conditions of employment are set forth in the Rules and Regulations, a copy (dated August 12, 2022, and subsequently amended by agreement of the parties, with amendments shown in red) is attached hereto for ease of reference. The parties to this Memorandum of Understanding agree that per the Meyers Milias Brown Act, any further changes to the attached Rules and Regulations during the term of this MOU which affect the terms and conditions of employment require the parties to meet and confer.

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 36-month term beginning January 1, 2023 and ending December 31, 2025.

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. Represented Classifications

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

- Police Officer
- Police Agent
- 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

- Effective the first full pay period in January 2023, the salaries of all classifications represented by CPOA shall be increased by four percent (4%).
- Effective the first full pay period in January 2024, the salaries of all classifications represented by CPOA shall be increased by three percent (3%).
- Effective the first full pay period in January 2025, the salaries of all classifications represented by CPOA shall be increased by two percent (2%).
- For Year 3 of this Memorandum of Understanding, 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 that would bring all CPOA classifications' Total Compensation to one half percent (1/2%) above the fifth position agency. The special adjustment shall be effective the first full pay period in January 2025.

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	Milpitas
Morgan Hill	Mountain View

III. HEALTH & WELFARE BENEFIT PROGRAMS

A. Medical Insurance / Cafeteria Plan Allowance

1. Medical Insurance

The City's maximum monthly contribution for each CPOA 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

CPOA 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, long term care 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 thirty (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.

B. Benefit Cost Adjustments

1. The City will be responsible for the CalPERS employer contribution rate for the term of this Memorandum of Understanding.
2. 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 Memorandum of Understanding.

3. The City will provide for any increase per month for life insurance for the term of this Memorandum of Understanding.
4. The City will provide for any increase per month for the Employee Assistance Program for the term of this Memorandum of Understanding.
5. The City will provide for any increase per month for Vision Service Plan (VSP) coverage for the term of this Memorandum of Understanding.

C. Uniform Allowance

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

D. Tuition Reimbursement

City will continue the tuition reimbursement program as specified in the Rules and Regulations, Section 18.3.

E. Voluntary Employees' Beneficiary Association (VEBA)

During a CPOA member's active employment with the City, the City will contribute \$170 per pay period to that CPOA member's VEBA account.

F. Deferred Compensation

For the term of this Memorandum of Understanding, the City will contribute \$20 per pay period towards a CalPERS 457 Plan (Section 457) account for each member who maintains a Section 457 account and matches the City contribution by making their own contribution of \$20 per pay period to the same account. The member's match of \$20 must be above and beyond any already existing member contribution to their Section 457 account unless it would result in the member's account exceeding Section 457 annual contribution limits.

IV. SPECIALITY PAY / INCENTIVE PROGRAMS

Specialty Pay and Incentive Programs pay are subject to CalPERS statutes and regulations.

A. Specialty Pay

The maximum additional specialty pay compensation any CPOA member may receive under this section shall be no more than five percent (5%) of the CPOA member's base pay.

1. Canine Pay

Members assigned to the Canine Handler position will receive 5% above their base pay rate during their assignment as a Canine Handler. The Canine Handler position does not include CPOA members handling or caring for an emotional support / therapy canine.

- a. Release Time: Members 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 CPOA 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 for the 3.5 hours per week of release time at the rate of one and one-half times the State of California minimum wage rate.

2. Motorcycle Patrol Pay

Any member assigned to the Traffic Unit as a Motor Officer will receive 5% above their base pay rate during this assignment.

B. Incentive Programs

1. Retention Pay

Effective the first full pay period in January 2023, employees covered by this MOU shall be entitled to retention pay as follows:

- a. 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 (2) most recent annual performance evaluations were satisfactory or better.
- b. 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 (2) most recent annual performance evaluations were satisfactory or better.
- c. 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 (2) most recent annual performance evaluations were satisfactory or better.

- d. 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 (2) most recent annual performance evaluations were satisfactory or better.

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

2. Bilingual Pay

The City will provide Bilingual Pay as set forth in the Rules and Regulations.

3. Crisis Intervention Training Pay

- a. Effective January 1, 2024, members who have successfully completed the Crisis Intervention Training (CIT) program will receive an increase in their salary as follows:
 - i. One percent (1%) of their base pay effective the first full pay period in January 2024; and
 - ii. An additional one percent (1%) of their base pay effective the first full pay period in January 2025.
- b. To be eligible for the CIT pay, an employee must have achieved one of the following:
 - i. California POST Crisis Intervention Training (Basic) Certification;
 - ii. California POST Hostage (Crisis) Negotiation Training (Basic Certification); or
 - iii. 24 hours of accumulated training as approved by the Department Head / appointed authority, including but not limited to courses in crisis intervention, de-escalation, strategic communication, and other topics relative to promoting positive, non-biased, nonuse of force interactions with the community.

V. RETIREE AWARD PROGRAM

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

- Must be hired on or before December 31, 2019 (employees hired on or after January 1, 2020 will not be eligible for the Retiree Award Program).
- 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.

VI. RETROACTIVITY

All proposals will be effective as indicated if agreement is reached by December 31, 2022.

EXECUTED THIS 20 DAY OF December 2022, BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES, WHOSE SIGNATURES APPEAR BELOW, FOR THEIR RESPECTIVE ORGANIZATION.

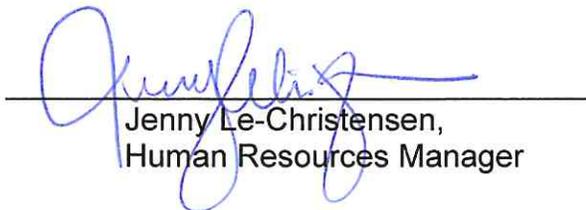
CITY REPRESENTATIVES:



Brian Loventhal,
City Manager



Angelique Gaeta,
Assistant City Manager

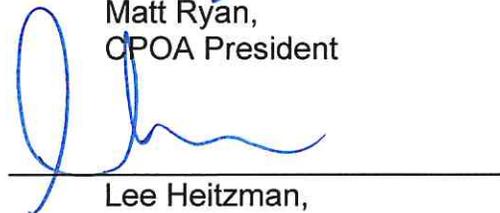


Jenny Le-Christensen,
Human Resources Manager

CPOA REPRESENTATIVES:



Matt Ryan,
CPOA President



Lee Heitzman,
CPOA Vice-President



Darrick Hong,
CPOA Secretary / Treasurer