

**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

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 30-month term beginning July 1, 2007 and ending December 31, 2009.

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

**II. COMPENSATION ADJUSTMENTS**

- A. Effective the pay period containing July 1, 2007, the salaries of all classifications represented by CPOA shall be increased by three and one half percent (3.5%).
- B. Effective the pay period containing July 1, 2008, the salaries of all classifications represented by CPOA shall be increased by three percent (3.0%).

Additionally, a special adjustment may be provided effective the first pay period of August 1, 2008, based on completion of a Total Compensation analysis for all CPOA benchmark classifications as of August 1, 2008. It will be calculated as follows: City will prepare a Total Compensation analysis for all CPOA benchmark classifications, with the benchmark agencies and compensation components contained in the 2007 Total Compensation analysis. City will calculate a special adjustment, not to exceed two percent (2.0%) that would bring all CPOA classifications' Total Compensation to the fourth position of the Total Compensation array as it exists on August 1, 2008. This special adjustment calculation will place all CPOA classifications one percent (1%) above the fifth position agency. This special adjustment calculation will be added to the July 2008 salary increase listed above and provided effective the first pay period of August 2008.

- C. Effective the pay period containing July 1, 2009, the salaries of all classifications represented by CPOA shall be increased by three and one half percent (3.5%).

**III. OTHER PROVISIONS**

- A. Health Insurance Benefit Program

January 2008

Effective January 2008, the City will provide \$97.00 per month for health insurance and \$878.00 per month in an additional Section 125 allotment for health and other optional benefits (\$975 per month total). Any unused portion of the allotment will be rebated to the employee.

January 2009

Effective January 2009, the City will provide \$97.00 (TBD) per month for health insurance and \$953.00 per month in an additional Section 125 allotment for health and other optional benefits (\$1050 per month total). Any unused portion of the allotment will be rebated to the employee.

B. Other Benefit Cost Adjustments – July 2007

PERS: The City will be responsible for the PERS employer contribution rate.

Dental Insurance: The City proposes to contribute \$122.95 per month per employee to provide a Dental Plan with a maximum annual benefit of \$1,500 per patient, and a \$2,500 lifetime maximum orthodontia benefit per patient. This coverage includes the Delta Dental PPO plan effective July 1, 2007.

EAP: The City will contribute \$5.95 per month for the Employee Assistance Program.

Life Insurance: The City will contribute \$15.50 per month per employee for life insurance.

Deferred Compensation: The City will continue to contribute \$20 per pay period to each CPOA employee's ICMA Deferred Compensation account.

Vision Plan: City will continue to provide \$23.89 per month, per employee to provide Vision Services Plan, Plan B, employee plus dependents.

Uniform Allowance: The City will provide a uniform allowance for all CPOA represented employees of \$1050 per year. Payment will be made one time each fiscal year (in July).

C. Other Benefit Cost Adjustments – July 2008

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

Dental Insurance: The City will be responsible for any increase in monthly contribution to provide the current dental plan.

EAP: The City will be responsible for any increase to the monthly Employee Assistance Program cost.

Life Insurance: The City will be responsible for any increase in the life insurance monthly cost (current program).

Deferred Compensation: The City will continue to contribute \$20 per pay period to each CPOA employee's ICMA Deferred Compensation account.

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).

Vision Plan: The City will be responsible for any increase in the vision plan (current plan).

D. Other Benefit Cost Adjustments – July 2009

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

Dental Insurance: The City will be responsible for any increase in monthly contribution to provide the current dental plan.

EAP: The City will be responsible for any increase to the monthly Employee Assistance Program cost.

Life Insurance: The City will be responsible for any increase in the life insurance monthly cost (current program).

Deferred Compensation: The City will continue to contribute \$20 per pay period to each CPOA employee's ICMA Deferred Compensation account.

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

Vision Plan: The City will be responsible for any increase in the vision plan (current plan).

**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 \$250 per month.
- Effective July 2008, maximum reimbursement will be increased to \$300 per month. All other provisions of the Retiree Award Program will remain unchanged.
- Effective July 2009, maximum reimbursement will be increased to \$325 per month. All other provisions of the Retiree Award Program will remain unchanged.

**V. BILINGUAL PAY**

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

**VI. RETROACTIVITY**

All proposals will be effective as indicated when agreement is reached. When agreement is reached, any compensation adjustments will be effective the first pay period containing July 1, 2007

**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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007, BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES, WHOSE SIGNATURES APPEAR BELOW, FOR THEIR RESPECTIVE ORGANIZATION.**

**CITY REPRESENTATIVES**

**CPOA REPRESENTATIVES**

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