

GREENFIELD, CALIFORNIA

MEMORANDUM OF UNDERSTANDING

Between

CITY OF GREENFIELD

And

**GREENFIELD PROFESSIONAL FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4656**

July 1, 2022, to June 30, 2025

ARTICLE 1. PREAMBLE

This Memorandum of Understanding (“MOU”) is made and entered into between the City of Greenfield (“City”) and the Greenfield Professional Firefighters, I.A.F.F. Local 4656 (“Association”) pursuant to California Government Code Sections 3500, *et seq.* as their exclusive mutual agreement. The purpose of this MOU is to promote and provide for harmonious relations, cooperation, and understanding between the City and its employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the City and Association pursuant to the purpose and intent of California Government Code Section 3500; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this MOU, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation. In cases where there is a conflict between this MOU and the Association directives, this MOU shall prevail.

ARTICLE 2. RECOGNITION

The City recognizes the Association as the majority representative for all full-time classifications in this Unit. The City recognizes the Association as the exclusive representative of the employees group consisting solely of the classification of full-time Fire Captain, Fire Apparatus Engineer, Firefighter and any rank covered by this section assigned to a forty (40) hour assignment, who are regularly employed by the City, and others as added to the representation unit from time to time under existing law.

ARTICLE 3. IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council following ratification of the MOU by the membership of Association. It is agreed that this MOU shall not be binding upon the parties, either in whole or in part, unless and until the City Council acts by majority vote to formally approve and adopt this MOU. It is further agreed that, if the City Council approves and adopts this MOU, City management will act in a timely manner to make the changes or recommend the City Council make the changes, in city ordinances, resolutions, rules, policies, and procedures necessary to implement this MOU.

ARTICLE 4. TERM

The term of this Memorandum shall be from July 1, 2022, through June 30, 2025.

ARTICLE 5. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; to hire, promote, transfer, and assign employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out bargaining unit work to third parties, after meeting and conferring over decision and effects; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 6. NO STRIKE AND NO LOCKOUT

A. No Strike. During the term of this MOU and in accordance with Labor Code Section 1962, neither the employees nor any agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the city, regardless of the reason for so doing.

B. Penalty. If a strike occurs in violation of Article 6.A. or Labor Code Section 1962, the City may utilize any legal remedies available to it to halt the strike. In addition, any employee engaging in activity prohibited by Article 6.A. or Labor Code Section 1962, or who instigates or gives leadership to such activity, shall be subject to disciplinary action up to, and including, termination of employment.

C. No Lockout. During the term of this MOU, the City will not instigate a lockout over a dispute with the employees so long as there is no breach of Section 6.A.

D. Association Official Responsibility. Each employee who is an officer of the Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. The employees agree to inform members of their obligations under this MOU and Labor Code Section 1962 and to direct them to return to work in the event of a strike.

ARTICLE 7. WORK SCHEDULE

Firefighters typically work a 56-hour work week on a 48/96 rotation. In the regular rotation, firefighters will work two (2) consecutive 24-hour shifts in a row and then have four (4) consecutive days off. All timekeeping and leave usage is calculated on a 24 hours shift basis. 40-hour workweeks are as defined in Article 9.

Minimum Staffing: Sufficient full-time personnel shall be maintained on duty and available for response to alarms. Sufficient firefighting personnel shall be available to provide a minimum of one captain, one engineer, and one firefighter per unit. A unit is an engine company or a ladder company.

If a sufficient number of personnel are not available to meet the minimum staffing requirements, regular full-time firefighting personnel may be retained or recalled on overtime as allowed by law.

Call Back: "Call-back" work is an unscheduled duty assignment for which an employee, who is off shift, is requested, by the Fire Chief or his designee, to return to work due to an emergency, training or meeting. It does not include an extension of shift or shift coverage (shift trade or scheduled overtime) for another employee, and it must be approved by the Fire Chief or his designee.

Employees called back to work by the Fire Chief or his designee shall be compensated, at the overtime rate, for hours actually worked during that event. Employees shall be paid a minimum of two (2) hours for each call-back event. If a call-back event runs into an employee's regularly scheduled shift, the hours during the regularly scheduled shift shall not be compensated as overtime.

Shift Bid Process: The Shift Bid process will be conducted every two years. The shift bid process will begin on December 1st of every odd year.

Shift Bid Parameters: A shift Bid Committee will consist of three (3) contact persons, the Fire Chief or their assigned person and the union President. Shift bids are seniority based. Seniority is defined as date of promotion within the rank, not date of hire.

Selection order shall be - (1st) Captains, (2nd) Engineers. One contact person will be assigned by the Association to contact the Captains, one contact person will be assigned to contact the Engineers.

Personnel transfers will occur in January in accordance with the FLSA cycle.

Exchanges of On-Duty Time. All shift trades are the responsibility of the employee. Shift trades will not have an adverse financial effect on the City (i.e., no overtime for shift trades). The City shall not be responsible for approving or tracking trades other than to assure all positions are filled on the schedule and that the trade complies with the terms set forth herein.

There shall be no selling of shifts disguised as trades. All trades shall be made pursuant to City and Fire Department policy. There will be no shift trades with employees who are not qualified to fill the position. Shift trades shall not be allowed when it causes an employee to work excessive hours thereby creating a possible safety hazard.

Mutual Aid: Mutual Aid Agreements codify an understanding among two or more entities to provide support in a given context. Mutual Aid Agreements allow two or more parties to furnish resources and facilities and to render services to each and every other party of the agreement to prevent and combat any type of disaster or emergency. Should the City enter into a Mutual Aid Agreement, any such aid given by City fire personnel shall only be allowed if City shifts remain properly staffed. The City shall have the authority to call employees back to work or to hold over fire personnel when a crew has left the City in accordance with a Mutual Aid Agreement.

Maximum Number of Work Hours: Fire Personnel are limited to working 72 hours in a row, absent an emergency.

ARTICLE 8. SHIFT COVERAGE.

In the event of an open shift due to approved leave, sickness or assignment, the following procedure will be used.

Coverage of a Captain's shift-

1. Contact Captains. If no Captains are available or all have declined then,
2. Contact qualified Engineers on the acting in capacity list.

Definition: Qualified Engineers on the acting in capacity list have completed the position task book for the Captain's position, meet all other requirements set forth in the Captain's job description and have completed all required training for the position of Captain.

Coverage of an Engineer's Shift-

1. Contact Engineers. If no Engineers are available or all have declined then,
2. Contact Captains. If no Captains are available or all have declined then,
3. Contact qualified Full Time Fire Fighters on the acting in capacity list. If no Full Time Fire Fighters are available or have declined then,
4. The Shift will be offered to a qualified Part Time Fire Fighters on the acting in capacity list.

Definition: Qualified Fire Fighters on the acting in capacity list have completed the position task book for the Engineers position, meet all other requirements set forth in the Engineers job description and have completed all required training for the position of Engineer.

Coverage of a Full Time Fire Fighter's Shift-

In the event the Fire Department hires a Full Time Fire Fighter position, the procedure will be as follows,

1. Contact Full Time Fire Fighters. If no Fire Fighters are available or all have declined then,
2. Contact Engineers. If no Engineers are available or all have declined then,
3. Contact the Captains. If no Captains are available or all have declined then,
4. The shift will be offered to the Part Time Fire Fighters.

The Association will develop a rotational staffing list in accordance with Fire Department safety policies in agreement with the Fire Chief. The Fire Chief and the Association will work together to maintain and update the rotational staffing list.

ARTICLE 9. SALARY

A. See the Salary Schedule attached hereto as Exhibit A.

B. The base hourly pay rate (straight time pay) is calculated by taking the base annual salary multiplied by twelve (12) months and divided by 2920 hours. The FLSA rate is 50% of this number.

56 Hour Work Week: the work week shall average 56 hours.

Shifts: On-duty shifts shall commence at 8:00 a.m. and shall be completed at 8:00 a.m. the following day.

40 Hour Work Week: The work week shall average 40 hours. The work week for employees assigned to a 40-hour/week schedule shall typically consist of five (5) consecutive days totaling 40 hours commencing at 8:00 a.m. and ending at 4:00 p.m. An alternate work schedule (such as a 4-10 plan) may be assigned by the Fire Chief. The alternate work schedule shall commence 7:00 a.m. and end at 5:00 p.m.

Schedule: The Fire Chief shall assign starting and quitting times to these employees to meet operational needs. Affected employees will be notified five (5) working days in advance of changes in work schedules. This shall not preclude the City from effecting schedule changes due to operational needs, overtime or emergency work.

Overtime. FLSA Overtime shall consist of authorized hours actually worked in excess of 106 hours in a 14-day FLSA period as permitted by the United States Department of Labor regulations pursuant to the FLSA 7(k) exemption.

1. Effective with the pay period following July 1, 2022, employees shall receive an increase to base pay in accordance with the San Francisco-Oakland-San Jose 2021-year Consumer Price Index, up to a three percent (3%) minimum, but not to exceed five percent (5%).
2. Effective with the pay period following July 1, 2023, employees shall receive an increase to base pay in accordance with the San Francisco-Oakland-San Jose 2022-year Consumer Price Index, up to a three percent (3%) minimum, but not to exceed five percent (5%).
3. Effective with the pay period following July 1, 2024, employees shall receive an increase to base pay in accordance with the San Francisco-Oakland-San Jose 2023-year Consumer Price Index, up to a three percent (3%) minimum, but not to exceed five percent (5%).

ARTICLE 10: DISASTER RESPONSE

All fire personnel must be available in disaster situations and shall respond to a disaster situation, pursuant to the requirements of Government Code Section 3100.

ARTICLE 11: MOU OVERTIME

MOU overtime is time worked outside the employees' work schedule set forth in Article 7 or time worked covering any employee receiving department approved leave or assignment. MOU overtime shall be compensated at one and on-half (1 ½) times the employee's regular rate of pay.

ARTICLE 12: VACATION

A. Vacation Allowance

0 – 5 years 14 hours per month

5 – 15 years 20 hours per month

15 years and above 24 hours per month.

B. Vacation Accumulation/Banking.

Employees shall be allowed to bank earned vacation hours as follows:

0 to 5 years' employment: up to 240 hours;

5 to 15 years' employment: up to 360 hours;

15 plus years' employment: up to 504 hours.

C. Vacation Scheduling. An employee may take his/her annual vacation leave at any time during the year, contingent upon determination by his/her Department Head that such absence will not materially affect the department. Each employee must consider the needs of the service when requesting annual vacation leave. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances.

ARTICLE 13: COMPENSATORY TIME OFF (“CTO”)

Employees shall have the option to accumulate Compensatory Time Off (CTO) in lieu of pay for overtime or FLSA hours worked. CTO is accumulated at a rate of 1.5 to 1.0 to a total of 80 hours maximum and may be taken at the convenience of the Employee and subject to the vacation scheduling. CTO in excess of one (1) hour shall be computed in one-half (1/2) hour increments by rounding up to the next one-half hour. Payment for compensatory time may be requested by the employee by November 15 of each year and paid by December 1.

CTO Allowance for Separated Employees. Upon separation, an employee shall receive the higher of (1) his/her current hourly rate of pay, (2) or his/her average regular rate during the last three (3) years of employment, times 100% of the employee’s accrued CTO leave hours.

ARTICLE 14: HOLIDAYS

All employees covered under this MOU shall receive compensation for the following holidays:

New Year’s Day

Martin Luther King Day

Presidents’ Day

Cesar Chavez Day

4th of July

Labor Day

Columbus Day

Veterans’ Day

Thanksgiving and the day after

Christmas Eve and Christmas

Memorial Day

Personal holiday (since employee is paid in lieu of this, employee cannot actually take the day off and call it a personal holiday. It is included in the holiday payout as set forth below.)

In Lieu Pay: Firefighters will receive the equivalent of eleven and two tenths (11.2) hours holiday pay. The holiday pay shall be paid on a prorated basis as follows: 13 holidays per year to be paid on a prorated basis over 26 pay periods. All 40-hour per week employees shall receive holiday pay at the rate of 8 hours a day for each holiday.

ARTICLE 15: SICK LEAVE

An Employee’s accrued sick leave from employment at the Greenfield Fire Protect District (“District”) may be transferred to the Employee’s leave bank with the City upon employment by the City. This leave will be placed in a separate bank from the remainder of the Employee’s sick leave. Sick leave from employment at the District may be used while working but shall not be paid out upon separation from employment with the City. Consistent with other sick leave, an Employee’s sick leave from employment at the District may be converted to retirement service credits of up to 1 year of credit upon an employee’s retirement, subject to all CalPERS rules now and in the future. (City will not be responsible should CalPERS change their rules. Employee bears the entire risk with any CalPERS related actions as it relates to retirement and service credits.)

Sick leave shall be accrued monthly as follows:

Years of Service	Completed	Equivalent hours of Continuous Service Exclusive of Overtime	Hourly Accrual Rate
1-5		0.01 through 14,600	9.333 hours/month
5-15		14,600.01 through 43,800	14 hours/month
15+		43,800.01 or more regularly scheduled hours	18.67 hours/month

An Employee who retires and/ or resigns in good standing shall receive payment of City accumulated sick leave as follows:

1. After five (5) years of continuous service and separation in good standing, ten percent of (10%) of the first 1,000 hours of accumulated sick leave.
2. After ten (10) years of continuous service and separation in good standing, twenty percent (20%) of the first 1,000 hours of accumulated sick leave.
3. After fifteen (15) years of continuous service and separation in good standing, thirty percent (30%) of the first 1,000 hours of accumulated sick leave.
4. After twenty (20) years of continuous service and separation in good standing, forty percent (40%) of the first 1,000 hours of accumulated sick leave.

For purposes of City sick leave payout, the total accumulated City accrued sick leave that may be applied to the sick leave payout formula is 1,000 hours.

Employees may not accrue more than 2920 hours of City sick leave. Once this maximum accrual limit has been reached the Employee will no longer be credited with additional City sick leave hours. Upon retirement, an Employee's accrued sick leave may be used for retirement service credits of up to one (1) year of credit, subject to all CalPERS rules now and in the future. The Parties agree and acknowledge that the City will not be responsible should CalPERS change their rules, and Employee bears the entire risk with any CalPERS related actions as it relates to retirement and service credits.

ARTICLE 16. INCENTIVE PAY

1. Spanish Incentive: Employees who pass a certification assessment jointly established by the City and the Association, which indicates sufficient competency as a qualified bilingual speaker in English and Spanish, and who can demonstrate their ability to speak Spanish to the satisfaction of the Fire Chief and the City Manager, shall receive additional pay of two and one-half percent (2.5%) above their base salary. Only Employees who successfully pass the certification assessment shall be eligible to receive this payment.

2. Education Incentive. Employees shall be reimbursed up to \$1,500.00 per fiscal year for books, tuition and related educational expenses for attending college or other professional training, provided the course work is approved by the Fire Chief prior to incurring any such expenses. Payment will be made when proof of a passing grade (C or better) and submittal of expenses is received by the Fire Chief.

3. Acting in Capacity. An Employee assigned by the Fire Chief of his designated representative to perform the duties of a higher classification as a temporary assignment shall thereafter receive a 5% increase from the Employee's base salary for such higher classification for the duration of the temporary assignment starting the first day worked. Such an assignment shall be subject to all CalPERS rules and regulations.

ARTICLE 17. EXCHANGE OF ON-DUTY TIME

Upon approval of the Fire Chief or his designee, represented employees shall be allowed to exchange on-duty time.

Any and all exchanges of on-duty time are the responsibility of the employee. Exchanges can only occur as long as there is no impact on the City. (i.e. employees shall not be entitled to overtime pay for more hours worked in a pay period that results because of an exchange of on-duty time.) The City shall not be responsible for tracking exchanges other than ensuring all positions are filled on the work schedule.

There shall be no selling of shifts disguised as exchanges.

All exchanges shall be made in accordance with City and Fire Department policy. Employees may not exchange on-duty time with people who are not qualified to fill the position being exchanged. Exchanges will not be allowed when such would cause an employee to work in excess of 72 hours.

ARTICLE 18. BEREAVEMENT

Five days of sick leave shall be permitted in case of death of a relative of the first degree by blood (parent, child, brother, sister or a close relative residing in the household of the employee) or spouse.

ARTICLE 19. HEALTH INSURANCE

Employees shall be responsible for paying \$135.00 per month for health insurance coverage provided by the City. Employees who elect to include a dependent on their insurance coverage shall be responsible for paying 25% of the premium for dependent coverage. The City shall pay the balance of health insurance premium costs, including those related to dental and vision. (See Schedule of Benefits attached hereto as Exhibit B).

ARTICLE 20. ACCIDENTAL LIFE INSURANCE

The City shall provide accidental life insurance to all employees subject to this MOU in the amount of \$50,000.00. All other conditions shall be governed by the term of such coverage.

ARTICLE 21. UNIFORM ALLOWANCE

All safety clothing, as well as any other uniform required by the City, shall be supplied by the City at no cost to the Employee.

ARTICLE 22: PROBATIONARY PERIOD

All newly hired employees (other than those transferred on July 1, 2018) shall be subject to a probationary period of one (1) year of actual service commencing with the date of appointment. The Fire Chief may extend the probationary period for up to six (6) months. During the probationary period an Employee may be rejected at any time by the Fire Chief without right to pre-disciplinary process or of appeal in any manner and without recourse to the procedures provided in Article 21 (grievances) thereof.

ARTICLE 23: DISCIPLINE AND DISCHARGE

Authority - Full authority for discipline is retained by the city. The city may discipline a regular Employee for just cause. In appropriate cases the city will use progressive disciplinary practices.

Representation - An Employee attending any investigatory or fact-finding meeting, which may result directly in discipline, reduction in pay, suspension, demotion or discharge, shall be allowed representation by the Association.

Grounds for Discipline - The city has the authority to impose appropriate discipline upon any represented Employee for cause. Discipline shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance and disciplinary record. Grounds for discipline may include but are not limited to the following: (1) Fraud in securing employment including untruthfulness, misrepresentation or omission of information; (2) Incompetence, neglect of duty, willful disobedience, insubordination, tardiness, working unauthorized overtime, public disclosure of privileged information or dishonesty; (3) Failure to maintain certification and licenses required by law or the Fire Department; (4) Being under the influence of alcohol or intoxicating drugs while on duty; (5) Unauthorized absence without leave; (6) Criminal conviction having some relevance to the job; (7) Intentionally being discourteous to the public; (8) Unauthorized use of or neglect of city property; (9) Abuse of sick leave; (10) Unauthorized outside employment that constitutes a conflict of interest; (11) Acceptance of a gift or

gratuity that constitutes a willful conflict of interest; (12) Falsification of any city report or record; (13) Willful violation of any of the provisions of the City Code, ordinances, resolutions or any rules, regulations or policies which may be prescribed by the City Council, City Manager, Fire Chief, or supervisor; (14) Political activities precluded by State or Federal law' (15) Other acts that are incompatible with service to the public; and (16) Failure to respond to questions or otherwise fail to participate during an investigation conducted by the city or its agents.

Firefighter Bill of Rights Procedures - The following appeals procedures are adopted pursuant to Government Code Section 3254.5 of the California Firefighter Procedural Bill of Rights Act (FBOR) and shall apply to any administrative appeal of a punitive action that is required to be afforded to a firefighter under FBOR. Prior to taking punitive action involving discipline, suspension without pay, reduction in pay, demotion or discharge, the employee shall be given notice of the action to be taken, which shall include, the effective date of the proposed action, the charges against the employee, the evidence or materials upon which the action is based and notice of the employee's right to be represented by an attorney or other representative at further proceedings.

Pre-Discipline Process - The employee will be given an opportunity to respond to the Fire Chief either orally or in writing, provided the employee requests the opportunity within seven (7) calendar days of the notice of the intended action. If the employee or his/her designated representative requests the right to respond to the proposed punitive action, imposition of proposed punitive action shall be deferred until after the response is received by the Fire Chief. It is the Fire Chief's responsibility to coordinate the scheduling of the conference within fourteen (14) consecutive days of the employee's request. The Fire Chief or designee shall be responsible for receiving the employee's and/or his/her representative's response to the proposed discipline. The conference shall be conducted informally and shall be limited to the presentation of information by and through the employee and/or his/her representative in response to the charges and allegations set forth in the notice of proposed discipline. In the event the employee is unable to respond to the charges within the time permitted and demonstrates the reasonableness of a need for a continuance, the presiding officer may grant a continuance of up to an additional five (5) calendar days. The time limits described herein are essential and may only be modified or enlarged by mutual consent of both the employee and the Fire Chief or his/her designee. The above process will occur prior to the imposition of the discipline.

Notice of Discipline - After conclusion of the pre-disciplinary conference and within 30 days of the department's final decision, but not less than forty-eight (48) hours prior to imposing discipline, the Fire Chief shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. The notice shall also contain a statement of charges which shall set forth the acts or omissions with which the employee is charged in order that the employee will be able to prepare his/her defense. Also, the notice shall specify the city rules, regulations, policies and procedures which the employee is alleged to have violated. The notice of discipline shall also advise the employee of his/her right to request an appeal hearing by filing a Notice of Appeal as provided herein. The Notice of Appeal must be filed within 15 days after service upon the employee of the Notice of Discipline. Failure to request an appeal hearing within the 15-day period, will constitute waiver of the employee's right of appeal. The Notice of Discipline shall be served personally on the employee with a proof of service noticed and retained by the department.

Right to Appeal - An employee has the right to appeal punitive action according to the appeal procedure as set out below. Written notice of discipline shall inform and remind the disciplined employee of this right.

Appeal of Punitive Action Not Involving Discharge, Demotion, Reduction in Pay or Suspension. The City shall comply with the requirements for informal hearings set forth in Chapter 4.5. of Part 1 or Division 3 of Title 2 of the California Government Code.

Appeal Procedure for any Punitive Action Involving Discharge, Demotion, Reduction of Pay or Suspension. A formal appeal procedure shall be available for a disciplinary action involving discharge, demotion, reduction in pay or suspension of more than five days. The administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. The City will bear all administrative costs associated with a formal appeal of discipline and the subsequent hearing: including the presiding officer, court reporter and transcription costs, if any. The employee or employee organization will be responsible for the cost of his or her own representation or attorney fees and preparation documents.

Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

Failure to conform with material requirements of this clause shall render the discipline or discharge null and void.

ARTICLE 24: GRIEVANCES

A grievance is an allegation made by an employee that the employee has been damaged or denied a benefit by the City due to misapplication or a mistaken interpretation of a specific provision of this Agreement, or the City's Personnel Rules. Grievances shall be filed in accordance with the City Personnel Rules, Personnel Rule 14.

Reviewable and Non-Reviewable Grievances. To be reviewable under this procedure a grievance must: (a) Concern matters or incidents that have occurred. (b) Result from an act or omission by management regarding working conditions or other matters contained in this Agreement over which the Fire Chief has control. (c) Arise out of a specific situation, act, or acts which result in damage to the employee. (d) Arise out of a misinterpretation or misapplication of this Agreement.

A grievance is not reviewable under this procedure: (a) If it is a matter which would require a modification of a policy established by City Council or by law; or (b) Is reviewable under some other administrative procedure and/or rules of the City of Greenfield such as: (1) Applications for changes in title, job classification, or salary; (2) Appeals from formal disciplinary proceeding; or (3) Appeals from work performance evaluations.

ARTICLE 25: RETIREMENT PLAN

All fire personnel transferring from the District to City shall retain their PERS Retirement Plan as it exists as of the date of the transfer (as long as such transfer is allowed/approved of by PERS). All new PERS employees shall receive retirement pursuant to the Public Employees' Pension Reform Act ("PEPRA").

ARTICLE 26: DRUG TESTING

Employee Testing shall be in accordance with the City Personnel Rules.

ARTICLE 27: ELIGIBILITY REQUIREMENTS AND TESTING PROCEDURES FOR PROMOTIONAL EXAMINATION APPOINTMENTS

Eligibility requirements and testing procedures for promotional examination appointments shall be in accordance with the City's personnel policies.

ARTICLE 28: LAYOFFS

The City may layoff an employee due to lack of work or lack of work funds. The City shall inform the Union in writing regarding potential layoffs no less than (60) days prior to any notice of layoff being sent to individual employees.

In the event of a reduction in work force in the Fire Department, the City shall designate the classification(s) and positions to be eliminated. The City shall provide the affected employees and the Union with a current seniority list for the classification(s) affected, the reason for the layoffs and the effective date of layoffs. Additionally, affected employees shall be provided a summary of all accrued benefits and entitlements at least (30) days prior to the effective layoffs.

Layoffs shall be made among all bargaining unit employees in the same classification within the Fire Department in the following order: temporary employees, probationary new employees, regular employees (including probationary promotional employees). No regular employees within the Department shall be laid off in any classification if there are temporary employees in active status in the same classification within the Department. For purposes of this layoff policy, a regular employee is defined as an employee filling an authorized, budgeted position regardless of hours worked.

For the purpose of layoff within rank, seniority shall be defined as date of promotion with in the rank, not as date of hire. Continuous service for purposes of determining seniority shall be defined to include work related injury leave up to one (1) year's duration as determined by City records.

The order of layoff within a classification shall be based exclusively on seniority, with the least senior employee being the first to be laid off.

In the event that an employee is notified of layoff that employee shall have the right to ("bump") the first person lower in seniority in the next lower classification in the Department. For purposes of "bumping", seniority shall be defined as length of service, from date of hire, in any regular position(s) held within the Department as determined by Department personnel records. An employee must notify the City of his/her desire to return to a previously held classification within five (5) working days after receipt of written notice of layoff.

No new employees shall be hired until qualified employees laid off previously have been given an opportunity to return to work in accordance with their classification and seniority rights. The City shall keep all seniority records for call back purposes. In the case of a recall, employees who have been laid off shall be notified, at their last known address, in order of the Union seniority list, to report to work. The notice shall be by registered mail return receipt. In the event a former employee so notified fails to report for work within Thirty (30) days after receipt of such notice, the employee shall forfeit their seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving the employee or immediate family, or other legitimate reason, and so notifies the City within the initial thirty (30) day

period and presents documented proof, the employee shall be allowed an additional ten (10) days in which to return to Work. If the employee is unable to return at this time, the employee will be given an opportunity to return at the next opening. Each employee on a lay off status must notify the City in writing, advising of any changes of address and their availability for work.

Notwithstanding the above, the City retains the right to restructure the fire department and positions within the fire department. The City also retains the right with respect to how and when positions following layoff are filled.

ARTICLE 29: FITNESS FOR DUTY

1. The City and the Association agree that employees must be physically and mentally fit to perform the duties of the job in order to instill public confidence in the fire service. This Fitness for Duty shall be based on NFPA 1582. It is equally important that the dignity and rights of all personnel be respected and followed in the administration of fitness for duty examinations. The Fire Chief or designee, in consultation with the Human Resources Director and City Manager, may determine that a member who demonstrates behavior or performance that calls into question the employee's fitness for duty may be required to submit to a physical or psychological fitness for duty examination.

2. The medical provider who performs the fitness for duty exam will be provided with the documentation detailing the performance and behavior issues as well as a job description. An employee administratively relieved from duty pending a fitness exam shall be placed on paid administrative leave until the results of the examination are known to the Chief, City Manager, and Human Resources Director. When the results of the examination indicate that the employee is fit to perform the regular duties of the position, the employee shall be returned to work on the employee's next regular work shift. When the results of the examination indicate the employee is not fit for duty, the employee will be placed on leave. An employee with no unused, accrued leave may be placed in an unpaid status.

3. Exams. The cost of the examination shall be borne by the City. An employee shall be paid for all time spent in the exam, including travel to and from the exam.

ARTICLE 30: TIED SENIORITY

In the event more than one firefighter is hired on the same date, the order of seniority for those employees will be the same order the employees ranked in the pre-employment examination, as determined by their score.

ARTICLE 31: RE-OPEN MEET AND CONFER PROCESS

During the term of this MOU, the parties agree to meet and confer with regard to the term and conditions of issues of consolidation, merger, contracting out, incorporated and absorbed by any entity private, State or Local government.

ARTICLE 32: MEET AND CONFER

Whenever the exercise of the City's rights shall impact matters within the scope of representation for the employees of the bargaining unit, the City agrees to meet and confer with the Union regarding the impact of the exercise of such rights. This Article shall not prohibit the City from requesting to meet and confer on changes to federal, state, local statutes, regulations or case law, and City administrative policies referred to or cited in this MOU, in which case the request to meet and confer shall not be refused. During the term of this MOU, any changes/additions to the MOU shall occur through the use of a Side Letter agreed to by the parties to this MOU.

ARTICLE 33: PROVISIONS OF LAW/SEVERABILITY OF PROVISIONS

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws and federal and state regulations. If any part of provision of the MOU is in conflict or inconsistent with such laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

ARTICLE 34: AMERICANS WITH DISABILITIES ACT

The parties acknowledge the applicability of the Americans With Disabilities Act ("ADA") and intend to apply and implement this MOU so as to comply with the ADA. The parties agree to consult if compliance with the ADA may require modifying the provisions of this MOU.

ARTICLE 35: SOLE AGREEMENT

A. The policies set forth in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, the MOU controls.

B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing, executed by the authorized representatives of the City and the Association, and approved and adoption by the City Council. Any such changes validly made shall become a part of this MOU and subject to its terms.

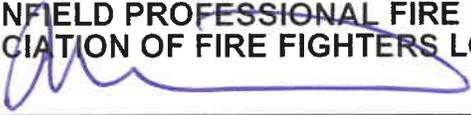
C. The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

D. In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU. Should a policy within the MOU become void as outlined above, either the City or the Association may institute the meet and confer process in regard to instituting a substitute item.

ARTICLE 36: EXISTING MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall supersede all existing agreements between the City and Association. If a policy, regulation, or rule of the City of Greenfield is in conflict with this MOU, the MOU will supersede those policies, regulations or rules.

**GREENFIELD PROFESSIONAL FIRE FIGHTERS' ASSOCIATION INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS LOCAL 4656**

By: 

Date: 9/20/22

Captain David Frizzell, President

CITY OF GREENFIELD

By: Paul Wood

Date: 9/23/2022

Paul Wood, City Manager

EXHIBIT A

2022-2023

Greenfield Professional Firefighters-Includes 5% Increase								
Effective 7/1/2022								
Hourly Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Firefighter	\$23.93	\$24.89	\$25.88	\$26.92	\$27.99	\$29.11	\$30.28	\$31.49
Fire Engineer	\$28.28	\$29.41	\$30.58	\$31.81	\$33.08	\$34.40	\$35.78	\$37.21
Fire Captain	\$33.75	\$35.10	\$36.50	\$37.96	\$39.48	\$41.06	\$42.70	\$44.41
Part-time Firefighter	Hourly \$17.00							

