

City of Greenfield

Memorandum Of Understanding

Between the

CITY OF GREENFIELD

And

**Greenfield Police
Officers Association**

July 1, 2019 – June 30, 2023

Article I. Preamble

This Memorandum of Understanding, hereafter referred to as the MOU, is entered into by the City of Greenfield, hereinafter referred to as the City, and the Greenfield Police Officers' Association, hereinafter referred to as the Association. This Memorandum of Understanding is subject to Section 3500 et seq. of the Government Code of the State of California, otherwise known as the Meyer-Milas-Brown Act and Resolution # 74-44 of the City of Greenfield as presently written or modified.

Article II. No Discrimination

The City and the Association will cooperate in pursuing the policy of no discrimination pursuant to Federal and State Law. The parties further agree not to discriminate against any unit member for his or her membership or non-membership with the Association.

Article III. Recognition

The City certifies the Association as the recognized employee organization for a unit consisting of the classification of Police Officer and Cadet (Recruit Police Officer), hereinafter referred to as Employees. Classifications excluded from the Association shall be temporary employees, part-time employees, and student help. Except as otherwise provided, Employees in the classification of Cadet (Recruit Police Officer) will be entitled to the benefits assigned to the sworn classifications represented by the Association. Additionally, employees in the classification of Cadet (Recruit Police Officer) will be miscellaneous members of the California Public Employees Retirement System (CalPERS) and will not be afforded the protections set forth in the Public Safety Officers Procedural Bill of Rights Act (Gov. Code, §§ 3300 et seq.).

Article IV. Prevailing Rights

The City agrees that any written right or working condition shall remain in full force and in effect during the term of this MOU, except for those rights modified by this MOU.

This MOU constitutes the full and complete understanding between the City and the Association on all matters within the scope of representation for the period stated in Article XI.

Article V. City Rights

The City retains all rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management's rights, which include, but are

not limited to:

The exclusive right to determine the mission of its constituent departments, commissions, and boards;

Set standards and levels of service;

Determine the procedures and standards of selection of employment, promotions and the extension of probation;

Direct its employees;

Establish and enforce dress and grooming standards;

Determine the methods of and means to relieve its employees from duty because of lack of work or other lawful reasons;

Maintain the efficiency of government operation;

Determine the methods, means and numbers and kinds of personnel by which government operations are to be implemented;

Determine the content and intent of job classifications;

Determine methods of financing;

Determine type and/or types of City-issued wearing apparel, equipment or technology to be used;

Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;

Determine and change the number of locations and types of operations, processes, any materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation of the City;

To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

Establish and modify productivity and performance programs and standards;

Discharge, suspend, demote, reprimand, without salary increases and benefits, or

otherwise discipline employees in accordance with applicable law; and

Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.

Final appeal of any disciplinary action, short of termination, shall be with the City Manager.

Article VI. Salary

A. Wages

Effective with the pay period including July 1, 2019, salaries for Employees in the Association are set forth in the Salary Step Plan provided in **Appendix A**. In establishing the revised Salary Step Plan set forth in Appendix A, the City has eliminated the two lowest steps of the prior Salary Step Plan, and each employee has been advanced two (2) steps in the Salary Step Plan while maintaining their existing anniversary date for purposes of receiving future merit increases.

Effective with the pay period including July 1, 2020, the Salary Step Plan shall increase by two and one-quarter percent (2.25%).

Effective with the pay period including July 1, 2021, the Salary Step Plan shall increase by two percent (2%).

Effective with the pay period including July 1, 2022, the Salary Step Plan shall increase by two percent (2%).

The Salary Step Plan is merit based and is subject to the following provisions:

1. Each Employee shall receive a performance evaluation at the time of their Anniversary employment date or as soon thereafter as is reasonably practical. Each Employee receiving a satisfactory performance evaluation shall receive a step increase on the Salary Step Plan, which shall take effect on their respective Anniversary employment date. An Employee who has not received a performance evaluation within thirty (30) days of his/her Anniversary employment date will be treated as having a satisfactory performance evaluation review for purposes of this Article VI, but only if such Employee provides written notice to the Police Chief and Director of Human Resources that his/her performance evaluation review is due, which notice shall be provided no earlier than fifteen (15) days before and no later than fifteen (15) days after the Employee's Anniversary employment date.
2. New Employees will generally start their employment at Step 1 (or the current bottom step of the Salary Step Plan) unless the Police Chief, with the approval of the City Manager, determines that a new Employee's job experience and education justify beginning that Employee at a higher Step. This determination is

based solely on the judgment of the Police Chief and is subject to the approval of the City Manager.

B. Certificate / Education / Tuition Incentive

1. POST Certificate Pay Incentive

The City will provide, to qualified Employees, POST Certificate incentive pay as follows: (i) two and one-half percent (2.5%) for POST Intermediate Certificate; and (ii) and five percent (5%) for POST Advanced Certificate. No Employee may receive more than five percent (5%) as POST Certificate Incentive pay, nor shall an Employee receive both a POST Certification Pay Incentive and an Education Pay Incentive.

2. Education Pay Incentive

The City will provide, to qualified employees, education incentive pay as follows: (i) two and one-half percent (2.5%) for Employees possessing an Associate Degree; and (ii) five percent (5%) for Employees possessing a Bachelor's Degree. No Employee may receive more than five percent (5%) as education incentive pay, nor shall an Employee receive both a POST Certification Pay Incentive and an Education Pay Incentive.

3. Tuition Pay Incentive

City will reimburse Employees for \$1,000 per year for authorized and accredited educational classes.

C. Bilingual Incentive Pay

Employees who pass a test and who can demonstrate to the satisfaction of the Chief of Police and the City Manager, their ability to speak Spanish, Mixtec, Zapotec, Trique, or American Sign Language shall receive additional pay of two and one-half percent (2.5%) above their base salary. Additional languages may be added by Side Letter Agreement if approved by the Police Chief in consultation with the City Manager. Only Employees who successfully pass a certification assessment jointly established by the City and the Association which indicates sufficient competency as a qualified bilingual speaker in English and one of the aforementioned languages are eligible to receive this payment. Employees who are able to competently speak a language identified above in a conversational manner will be paid \$75.00 per month.

D. Overtime Pay

Any work performed outside of an Employee's regularly scheduled work shift (80 hour period), excluding work trades or work swaps, shall be compensated at one and one half (1½) times of the Employee's regular rate of pay.

E. Travel Time Compensation for Training

Employees who are authorized to travel to or from a training event site that is outside the City of Greenfield will be compensated as follows for such travel:

1. Authorized travel during a regularly scheduled work day and during scheduled work hours will be paid as regular work time.
2. All other travel (i.e., employee's day off, or during regularly scheduled work day, but outside scheduled work hours) will be compensated at the overtime rate for actual and reasonable time spent traveling to the training site.

Employees may be required to adjust their normally scheduled work hours as necessary and practical to avoid the payment of overtime whenever possible.

F. Compensatory Time

Consistent with Article V, and in lieu of overtime pay, Employees may elect to accrue compensatory time off (comp-time) in an amount equal to one and one-half times the overtime hours worked. Employees may accumulate up to one hundred and twenty (120) hours of compensatory time. An annual one-time payment for Compensatory Time may be requested by Employees on or before November 15 of each year and paid by the City by December 1st. The maximum one-time compensatory payment in any year shall be 20 hours per year, unless otherwise approved by the City Manager.

G. Court Pay

For required court appearances when not on duty, Employees shall earn court pay based on an Employee's regular rate of pay with a three (3) hour minimum. If such court appearance exceeds three (3) hours, the Employee will be paid one and one-half (1½) of the Employee's regular rate of pay for all hours exceeding the initial three (3) hours worked. However, when an Employee's court appearance overlaps with normal on duty hours, the Employee will be compensated solely at the Employee's regular rate of pay.

H. Call-Back Pay

If a supervisor calls an off-duty Employee to report for duty other than for a court appearance, the Employee shall be compensated for a minimum of four (4) hours at one and one-half (1½) of the Employee's regular rate of pay.

I. Specialty Pay

Specialty pay shall be five percent (5%) of an Employee's base salary per Specialty Assignment. An Employee assigned to any of the following Specialty Assignments

shall receive specialty pay:

- Canine Officer
- Field Training Officer
- Traffic Officer
- School Resource Officer
- Violence/Gang Suppression Unit Crime Scene Investigation (CSI)
- Special Weapons and Tactics
- Detective
- Armorer
- Explorer Program

An Employee assigned to two (2) or more Specialty Assignments may receive Specialty Pay for each assignment, provided that no Employee shall receive Specialty Pay above the cumulative total of ten percent (10%) of the Employee's base salary. All Specialty Assignments shall be requested and assigned by the Police Chief. Specialty Assignments shall be subject to the discretion of the Police Chief and shall only be in duration dictated by the operational need of the department.

J. Work in a Higher Classification

A supervisor may assign, in writing, an Employee to work "Out of Class" in a higher classification and receive "Out of Class Pay" if: (a) the employee will assume the full range of duties of the higher classification; (b) the assignment will not and does not exceed 960 hours in a fiscal year and (c) the assignment is to a position in a higher class that is vacant during recruitment for a permanent employee (i.e., does not include a vacancy due to an employee on leave). Out of Class Pay shall be at the pay step in the higher class closest to but no less than 5% higher than the employee's base pay and is intended to be PERSable compensation under Government Code section 20480. To qualify as Out of Class Pay rather than Acting Pay (see next paragraph), the assignment must be approved by the City Manager and the Chief of Police.

A supervisor, with the approval of the City Manager and Police Chief, may also assign an employee to work in a higher class and receive "Acting Pay" if the employee does not qualify for Out of Class Pay. Acting Pay shall also be at the pay step in the higher class closest to but no less than 5% higher than the employee's base pay but is not PERSable compensation under Government Code section 20480.

All compensation provided under this section shall be on an hour for hour basis, with no minimum number of hours required.

Article VII. Benefits

A. Pension Benefits

Employee's Portion of P.E.R.S.

In accordance with the California Public Employees' Reform Act of 2013, the City has established two contribution tiers for Employee pension contribution:

First Level/Classic Police Pension Benefits: For Employees employed by the City prior to January 1, 2013, and those hired after January 1, 2013 who do not meet the definition of "new members" under PEPRA, the pension benefit formula is 2% @ 50. Employee contribution rate shall be based on the rate established by PERS, currently at 9.0%. Employees are responsible for the full payment of their Employee contribution as set forth by PERS during the term of this MOU. Effective as soon as administratively feasible, the City shall amend the contract between the City and CalPERS to incorporate an additional three percent (3%) employee cost share that will be credited to the account of each Classic member as normal contributions in accordance with Government Code section 20516(a), resulting in a total employee contribution rate of twelve percent (12%) for those applicable employees.

PEPRA Employee/New Members: For Employees employed by the City after to January 1, 2013, but not an active plan participant for six months prior to their employment with a PERS agency, the pension benefit formula is 2.7% @ 57. The City will contribute the rate prescribed by PERS and Employees shall contribute 50% of the normal cost as determined by CalPERS.

B. Health, Vision and Dental Insurance

The City will provide basic and major medical, vision and dental plan care for all Employees and their dependents subject to the following provisions:

- a) Employees shall contribute \$135.00 per month toward medical coverage.
- b) Employees shall pay twenty-five percent (25%) of the premium cost for dependent care coverage.
- c) Dental insurance reimbursement will be annually capped not to exceed \$2,500.
- d) Vision insurance reimbursement will be annually capped not to exceed \$425.

C. Health Insurance Reopener:

The City understands and acknowledges that the Association is interested in obtaining

health, dental, and vision insurance coverage from another provider. The Association may explore the costs, savings, and benefits of obtaining alternative health, vision and dental insurance options, and may make recommendations to the City. In the event the Association recommends a plan modification to the City, the parties will in good faith attempt to agree on the terms of the plan modification. If the Association and City are able to come to agreement on such plan modification and the terms thereof, the Association and City will reopen this Article of this MOU to allow implementation of the agreed upon modifications.

D. Life, Accidental Death and Dismemberment Insurance

The City shall pay for the premium of a fifty thousand dollar (\$50,000.00) term life and accidental death and dismemberment policy sponsored by the City, for all Employees.

E. Long Term Disability Insurance

The City shall pay for the premium for a long-term disability plan for safety employees as implemented in the Standard Insurance Long Term Disability Plan.

F. Deferred Compensation

The City will match Employees' deferred compensation contribution dollar for dollar, to a maximum of \$50.00 per month, for a total of no more than \$600.00 per year.

G. Health Club Membership

The City will reimburse Employees up to \$25.00 per month for a health club membership upon submittal of receipts which will be paid quarterly.

Article VIII. Uniform and Equipment Program

A. New/Probationary Employees

The City will provide, to all new officers, an initial issue as determined by the Police Chief in order to assure a neat and uniform appearance for all uniformed officers.

In addition, for the first year of employment, the City will pay each probationary Employee the sum of twenty-five dollars (\$25.00) per month for uniform cleaning and maintenance.

City will replace said uniform issue, which has been damaged where the probationary Employee is on duty subject to the approval of the Police Chief. If a Class A uniform is required by the City, the City shall pay for the initial issue.

B. Permanent Officers

The City will provide Employees, who have successfully completed probation, with an annual uniform clothing allowance of eight hundred and eighty dollars (\$880.00), and an allowance of four hundred and forty dollars (\$440.00) for uniform cleaning and maintenance. The uniform allowance shall be paid in the sum of \$36.67 and \$18.33, respectively, each pay period.

City will replace said uniform issue which has been damaged while the Employee is on duty subject to the approval of the Police Chief. If a Class A uniform is required by the City, the City shall pay for the initial issue.

C. Equipment

Employees shall be provided the following equipment at no cost to the Employee:

- Duty handgun with three magazines and flashlight
- OC Spray
- Two pairs of handcuffs
- 26-inch baton and/or collapsible baton
- Complete light weight gear including trouser belt, duty belt, holster, equipment holders, key strap and keepers
- Flashlight and holder
- Whistle
- Approved gas mask with carry bag
- Kevlar helmet with face shield
- Protective vest as outlined (Light Body Armor)
- Conducted electrical weapon with holster and spare cartridge (TASER)
- Load bearing vest

All equipment is and shall remain the property of the City. All equipment damaged or rendered unserviceable while actively engaged in the line of duty shall be replaced by the City at no cost to the Employee. Employees shall be responsible for the cost of replacing or repairing equipment that is damaged, rendered unserviceable, or lost outside of the line of duty and as a result of Employee's recklessness, gross negligence or intentional misconduct.

D. Light Body Armor

All light body armor shall be of a Threat Level #2 classification and replaced at City expense at the earlier of either: (a) five (5) years from the date of issue or (b) the expiration of the manufacturer's warranty. Alternatively, the City will provide Threat Level #3A body armor to any represented employee who requests that it be provided.

Any represented employee may purchase a vest of his/her choice provided that it meets or exceeds the City's warranty and protection requirement; however, the employee must bear the difference in cost between the allocation provided by the City and the actual cost of the vest of his/her choice.

All light body armor issued to Employees shall be new and custom fitted to the individual officer. Body armor damaged in the course and scope of employment shall be replaced immediately if determined to be unserviceable. All light body armor, regardless of the purchaser, shall remain the property of the City.

E. Department Badges

The Department shall issue badges to all eligible Employees. Badges shall remain the property of the City, however, upon retirement (service or disability) and in recognition of their dedication and service to the City and the community as a whole, a retiring Employee may: (i) turn in their service badge and request a retiree badge; or (ii) be permitted to keep their service badge. If an Employee deceases while employed by the City, the City will provide the Employee's badge to the Employee's spouse or any other beneficiary designated by the Employee.

Article IX. Holidays

The City shall provide fourteen (14) paid holidays and they are specified as follows:

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (third Monday in January)
- President's Day: (third Monday in February)
- Cesar Chavez' Day: (last Monday in March)
- Memorial Day (last Monday in May)
- Fourth of July (July 4th)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veteran's Day (November 11th)
- Thanksgiving Day (third Thursday in November)
- Day after Thanksgiving Day
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- Personal Holiday*

*Personal Holiday must be used during the calendar year; is equal to one work shift (up to 12 hours); has no cash value, and expires at the end of the year unless used.

Officers will be paid eight (8) hours at their regular rate of pay for each of these

holidays not taken.

Article X. Miscellaneous

A. Vacation Leave

Employees shall accrue Vacation Leave based upon years of service pursuant to the following schedule:

Years of Service	Annual Accrual
0 through 4 years	80 hours
5 through 14 years	120 hours
15 or more years	168 hours

Employees may not accrue more than three (3) years of earned vacation time (the applicable annual accrual times three). An Employee that has accrued three (3) years of unused vacation time is required to use a minimum of forty (40) hours of vacation time per year. The City agrees to allow Employees the use of accrued unused vacation time at any time after the date of initial employment subject to the need of the City and approval by the Police Chief. In the event the City cannot authorize use of accrued vacation that has been reasonably and timely requested, Vacation Leave accrued over the authorized cap shall be paid out at the Employee's regular rate of pay in the pay period in which it was earned.

1. For overtime purposes, the number of hours used by an Employee for vacation time shall be considered as part of the basic 80 hour work period.
2. Each year an Employee may request that the City purchase any accrued vacation over 80 hours. Any purchase of vacation hours shall be approved by the City Manager based on the availability of funds. Requests that the City purchase accrued vacation shall be made by November 15 and will be paid by December 1 of each year.
3. Each year by November 1, the Police Chief or his/her designee shall post a vacation schedule round. Each Employee, in order of seniority, shall be entitled to select a single one- or two-week block from the weeks not previously selected by other Employees on the vacation schedule calendar.
4. Both the Association and City agree that vacation leave cannot compromise the operation of the department or result in excessive overtime cost.
5. Vacation Scheduling shall occur in two (2) rounds on the basis of seniority. In the first round, Employees may select up to two (2) consecutive weeks off. Vacation time off is limited to two (2) officers per watch. Once all Employees have had the

opportunity to select in the first round, a second selection round shall take place in the same manner as the first. The selection process shall be completed by December 15 following the posting of the calendar. Use of any vacation not selected in the first or second selection rounds must be approved by the Police Chief or his/her designee. If necessary, the Police Chief or his/her designee may establish reasonable rules concerning the conduct of the vacation selection.

6. When bidding watch assignments/ days off and vacations, seniority will be used. Seniority is determined by the original date of hire as a full-time regular police officer for the City of Greenfield.
7. Requests to trade vacation slots or requests for vacations periods after the initial scheduling rounds shall be subject to approval by the Police Chief or his/her designee.
8. Subject to approval by the Police Chief and City Manager, lateral transfers shall accrue vacation time at the combined time and grade of their previous California employment. This shall not exceed a rate of ten (10) years of service.

B. Sick Leave

The City agrees to allow Employees the use of accrued unused sick leave time at any time after the date of initial employment subject to provisions of the City of Greenfield's adopted Personnel Rules governing the use of sick leave. The number of hours used by an Employee for sick leave shall be considered as part of the basic 80 hour work period.

Sick leave shall be accrued monthly, beginning with the first month of employment, provided the Employee has been in pay status for fifty (50) percent or more of the first or any month thereafter. Sick leave shall be added to the Employee's sick accumulation account upon completion of each calendar month with no credit applied during the progress of the month for a portion of the month during which the employee terminates his/her City service. Sick leave shall be accrued at the rate of ten (10) hours per month; an Employee may accumulate as much sick leave as his/her active service time permits after deductions for sick leave use and in accordance with the provisions of this MOU.

The purpose of sick leave is to provide an Employee with time off without loss of pay due to illness or medical treatment. The parties mutually recognize and agree that no more than sixty (60) hours of accrued sick leave may be utilized by Employees per year to care for the Employee's spouse, domestic partner, parent, sibling, child or any dependent. Employees may use any amount of accrued sick time to care for himself/herself.

An Employee who retires and/ or resigns in good standing shall receive payment of 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 sick leave payout, the total accumulated sick leave that may be applied to the sick leave payout formula is 1,000 hours.

Employees may not accrue more than 2,080 hours of sick leave. Once this maximum accrual limit has been reached the Employee will no longer be credited with additional sick leave hours. An Employee's accrued sick leave may be used for retirement service credits of up to one (1) year, 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.

C. Probationary Period

1. Employees shall serve a twelve (12) month probationary period. The Police Chief may recommend to the City Manager that a probationary Employee be retained as a permanent Employee prior to the completion of any probationary period.
2. Employees who are internally promoted shall serve a six (6) month probationary period and be allowed to return their previous position if they do not successfully pass their probationary period review.

D. Residency Requirement

Unless otherwise exempted by the City Manager, Police Officers shall reside within 60 air miles of the Greenfield Civic Center.

E. Disaster Response

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

F. Drug Testing

Employees are expected, as a condition of employment, to remain free of drugs and alcohol in the workplace. The City will not tolerate the use of illegal drugs by its employees, nor will it tolerate the use of any substance which may imperil the health, safety, or well-being of its employees or the public. Accordingly, Employees shall adhere to the Drug-Free Workplace Policies set forth in Rule 17 of the City of Greenfield Personnel Rules and Regulations. An Employee shall also be subject to alcohol and drug testing when the Employee contributes to or is responsible for a vehicular crash.

G. Shift Assignments

Vacancies to Shift Assignments shall be open to all qualified Employees. Seniority will be the basis by which most Shift Assignments will be made. All things being equal, seniority shall be the predominant determining factor. Shift Assignments made by the Police Chief or his/her designee may be appealed in writing to the Chief, whose decision will be final. An effort will be made to provide fourteen (14) calendar days notice to an Employee prior to a transfer from one assignment to another, provided the City has sufficient prior knowledge that such transfer will occur. Whenever temporary changes/modifications in Shift Assignments are anticipated to facilitate staffing of or participation in a special event, training session/course, or any other planned occurrence, whenever possible, Employees will be provided seventy-two (72) hours notice. Nothing in this section shall prohibit the City from changing Shift Assignments to meet operational needs or requirements, or during emergencies.

F. Specialty Assignments

All Specialty Assignments shall be requested and assigned by the Police Chief. All eligible Employees may apply and test for any vacant Specialty Assignment; provided, however, that selection of an Employee for a Specialty Assignments shall be subject to the sole discretion of the Police Chief and shall only be in duration dictated by the operational need of the department as determined by the Police Chief.

G. Service Weapon Purchase

Any Employee who desires to obtain an additional service weapon shall submit a written request to the Police Chief which specifies the manufacture, model and cost of the weapon. Based on the availability of funds and the discretion of the Police Chief, the City will purchase the weapon on behalf of the Employee subject to the following provisions:

1. Employee agrees to a loan repayment of no less than \$50.00 per pay check;

2. Loan repayment must be complete by the end of the fiscal year; and
3. Employee agrees to pay any outstanding loan value prior to terminating their employment with the City or prior to the end of the fiscal year, whichever comes first.

Article XI. Term

The term of this Memorandum of Understanding shall commence on July 1, 2019 and shall expire on June 30, 2023. It is also agreed by both parties to initiate the subsequent meet and confer process in a timely manner exchanging written proposals no later than February 1, 2023.

Article XII. Grievance Procedure

The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations, and the Parties agree that grievances shall be processed in accordance with the procedures set forth in Rule 14 of the City of Greenfield Personnel Rules and Regulations.

Article XIII. Discipline

Disciplinary proceedings shall be processed in accordance with the procedures set forth in Rules 11, 12 and 13 of the City of Greenfield Personnel Rules and Regulations

Article XIV. Savings Clause

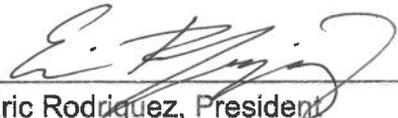
If any article or section of this MOU should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by Judicial authority, all other articles and sections of this MOU shall remain in full force and effect for the duration of this MOU. In the event of invalidation of any article or section, the City and the Association agree to meet within 30 days for the purpose of meeting and conferring upon said article or section.

[SIGNATURES ON FOLLOWING PAGE]

GREENFIELD POLICE OFFICERS ASSOCIATION

Peter Hoffmann, Legal Counsel
Rains Lucia Stern St. Phalle & Silver, PC

Date: _____



Eric Rodriguez, President
Greenfield Police Officers Association

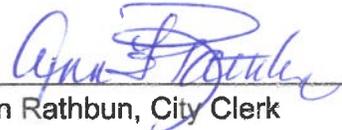
Date: 07/01/19

CITY OF GREENFIELD

Paul Wood

Paul Wood, City Manager

Date: 7/1/2019



Ann Rathbun, City Clerk

Date: 7/1/19



City Attorney

Date: 7/1/19

Appendix A
Police Officer Salary Step Schedule

FY 2019-2020

	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Base Hourly Rate	\$28.04	\$35.05	\$36.72	\$38.46	\$40.29	\$42.20	\$44.20	\$46.30	\$48.50	\$50.81	\$53.22

FY 2020-2021

	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Base Hourly Rate	\$28.67	\$35.84	\$37.54	\$39.33	\$41.19	\$43.15	\$45.20	\$47.35	\$49.60	\$51.95	\$54.42

FY 2021-2022

	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Base Hourly Rate	\$29.25	\$36.56	\$38.29	\$40.11	\$42.02	\$44.01	\$46.10	\$48.29	\$50.59	\$52.99	\$55.51

FY 2022-2023

	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Base Hourly Rate	\$29.83	\$37.29	\$39.05	\$40.91	\$42.86	\$44.89	\$47.02	\$49.25	\$51.60	\$54.05	\$56.62

**City of Greenfield
And
Greenfield Police Officers' Association
Side Letter Agreement**

This Side Letter Agreement between the City of Greenfield (“City”) and the Greenfield Police Officers Association (“Association”) shall serve to memorialize the purpose and intent of the new salary schedule set forth in the Tentative Agreement between the City and the Association regarding the 2019-2023 Memorandum of Understanding.

The parties acknowledge that they have agreed to a uniform salary schedule for the Police Officer classification, thereby placing all employees on the same salary schedule regardless of retirement tier.

Further, Article VI “Salary” of the 2019-2023 Memorandum of Understanding provides for the elimination of the two bottom steps of the current 12 step salary schedule, and the corresponding advancement of two salary steps for all current employees. As a result of the elimination of the two bottom steps employees, the corresponding re-numbering of steps, and employee advancement through the salary schedule, for purposes of clarification, the parties note the following current salary steps for all existing employees:

<u>NAME</u>	<u>CURRENT STEP</u>	<u>HOURLY RATE</u>
Ballenti, EJ	12	47.37
Bell, Scott	1	30.77
Castro, Andrew	3	33.28
DeLaTorre, Bryan	1	30.77
Diaz, Paulo	1	30.77
Dyels, Joseph	5	35.99
Eggers, Mitchell	3	33.28
Guzman, Leonel	3	33.28
Lemons, Jacob	4	34.61
Lerma, Armando	2	32.00
Mattke, Justin	8	40.48
Mulville, Jonathan	3	33.28
Rodriguez, Eric	4	34.61
Santiago, Joseph	2	32.00
Tapia, Christian	3	33.28
Webb, Christopher	4	34.61

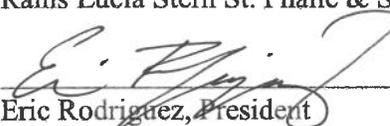
The parties note the following salary step to be in effect with the pay period including July 1, 2019.

<u>NAME</u>	<u>NEW STEP</u>	<u>HOURLY RATE</u>
Ballenti, EJ	10	53.22
Bell, Scott	1	35.05
Castro, Andrew	3	38.46
DeLaTorre, Bryan	1	35.05
Diaz, Paulo	1	35.05
Dyels, Joseph	5	42.20
Eggers, Mitchell	3	38.46
Guzman, Leonel	3	38.46
Lemons, Jacob	4	40.29
Lerma, Armando	2	36.72
Mattke, Justin	8	48.50
Mulville, Jonathan	3	38.46
Rodriguez, Eric	4	40.29
Santiago, Joseph	2	36.72
Tapia, Christian	3	38.46
Webb, Christopher	4	40.29

The modifications to the salary schedule described above shall have no impact on any employee's eligibility for a merit-based step advancement.

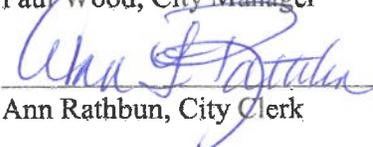
GREENFIELD POLICE OFFICERS ASSOCIATION

 Peter Hoffmann, Legal Counsel
 Rains Lucia Stern St. Phalle & Silver, PC
 Date: _____


 Eric Rodriguez, President
 Greenfield Police Officers Association
 Date: 07/01/19

CITY OF GREENFIELD


 Paul Wood, City Manager
 Date: 7/1/2019


 Ann Rathbun, City Clerk
 Date: 7/15/19



City Attorney

Date: 7/11/19