

City of Greenfield

Memorandum Of Understanding

Between the

CITY OF GREENFIELD

And

**Greenfield Police
Sergeants Association**

July 1, 2018 – 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 Sergeants Association, hereinafter referred to as the Association, being represented by Operating Engineers Local No. 3 AFL-CIO. 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. This MOU is the result of both parties meeting and conferring in good faith.

Article II. No Discrimination

Pursuant to Federal and State Law, the City and Association will not unlawfully discriminate against any person.

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

Pursuant to Sections 3500 et seq. of the Government Code and City Resolution # 74-44, the City certifies the Association as the recognized employee organization for a unit consisting of Police Sergeants and Records Supervisor.

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 otherwise 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.

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:

- A. The exclusive right to determine the mission of its constituent departments;
- B. Set standards and levels of service;
- C. Determine the procedures and standards of selection of employment, promotions and the extension of probation;

- D. Direct its employees;
- E. Establish and enforce dress and grooming standards;
- F. Determine the methods of and means to relieve its employees from duty because of lack of work or other lawful reasons;
- G. Maintain the efficiency of government operation;
- H. Determine the methods, means and numbers and kinds of personnel by which government operations are to be implemented;
- I. Determine the content and intent of job classifications;
- J. Determine methods of financing;
- K. Determine type and/or types of City-issued wearing apparel, equipment or technology to be used;
- L. 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;
- M. 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;
- N. 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;
- O. Establish and modify productivity and performance programs and standards;
- P. Discharge, suspend, demote, reprimand, without salary increases and benefits, or otherwise discipline employees in accordance with Department Policy, the City's Personnel Rules and Regulations, the Municipal Code, and all other applicable federal, state or local laws rules and regulations; and
- Q. 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. Merit Based Salary Step Plan: Sworn Employees

1. Effective with the pay period including July 1, 2019, salaries for all sworn employees in the Association are set forth in Salary Step Plan provided in **Appendix A**.
2. Effective with the pay period including July 1, 2020, the Salary Step Plan shall increase by one percent (1%).
3. Effective with the pay period including July 1, 2021, the Salary Step Plan shall increase by one percent (1%).

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

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

1. Each sworn employee shall receive a performance evaluation at the time of their Anniversary employment date or as soon thereafter as is reasonably practical. Each sworn employee receiving a satisfactory performance evaluation shall receive a step increase on the Salary Step Plan, which will take effect on their respective Anniversary date of initial employment. A sworn 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 sworn employees will generally start their employment at Step 1, 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 judgement of the Police Chief and is subject to the approval of the City Manager.

B. Non-Sworn Employee Salary Adjustments

Non-sworn employees shall be provided the following salary adjustments:

1. Effective with the pay period including July 1, 2019, non-sworn employees shall receive a four percent (4%) increase to base pay.
2. Effective with the pay period including July 1, 2020, non-sworn employees shall receive a four percent (4%) increase to base pay.
3. Effective with the pay period including July 1, 2021, non-sworn employees shall receive an increase to base pay in accordance with the San Francisco-Oakland-San Jose 2020 year Consumer Price Index, up to four a percent (3%) maximum.
4. Effective with the pay period including July 1, 2022, non-sworn employees shall receive an increase to base pay in accordance with the San Francisco-Oakland-San Jose 2021 year Consumer Price Index, up to four a percent (3%) maximum.

C. Certificate / Education / Tuition Incentive

1. POST Certificate Pay Incentive.

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

City will reimburse an employee for college course tuition and materials from an accredited college or university for a maximum of \$1,500 per year upon a grade of "C" or better. (Master's program shall be a "B" or better).

D. Spanish Incentive Pay

1. The City and Association shall jointly establish a certification assessment for the purpose of determining whether an employee is fluent in Spanish or possesses conversational fluency.
2. An employee who demonstrates fluency in Spanish shall receive additional pay of two and one-half percent (2.5%) above the employee's base salary.
3. An employee who is unable to demonstrate fluency in Spanish but is able to demonstrate conversational fluency will be paid \$75.00 per month.

E. Overtime Pay

All approved overtime in excess of the standard 80 hour work period shall be compensated at the rate of one and one-half (1½) of the employee's regular rate of pay.

F. Compensatory Time

Consistent with Article V, subsection (n) and in lieu of overtime pay, an employee may elect to take compensatory time off (comp-time) in an amount to the rate of overtime earned. An employee 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 the employee 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, each employee shall earn court pay based on the employees' 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

1. Specialty pay shall be five percent (5%) of an employee's base salary per special 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 (SWAT)
- Detective

- Armorer
- Explorer Program

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

J. Lateral Transfer-Vacation Accrual

Lateral transfers to the position of Sergeant shall accrue vacation time at the combined time and grade of previous and current California employment. This shall not exceed a rate of ten (10) years of service.

K. Classifications

Sergeant I: Promotion
Sergeant II: Supervisory Certificate and Intermediate POST
Sergeant III: Supervisory Certificate and Advanced POST

L. 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.

M. Service Weapon Purchase:

Any sworn employee who desires to obtain an additional service weapon shall submit a written request to the Police Chief which specifies the manufacturer, 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. The 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.

Article VII. Benefits

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

1. In accordance with the California Public Employees' Reform Act of 2013, the City has established three contribution tiers for employee pension contribution:
 - a. **Tier 1 - First Level Police Pension Benefits:** For sworn employees employed by the City prior to January 1, 2013, the pension benefit formula is 2% @ 50. Employee contribution rate for employees within this tier shall be based on the rate established by PERS, currently at 9.0%. Employees within this tier are responsible

for the full payment of their employee contribution as set forth by PERS during the term of this MOU.

- b. **Tier 2 - PEPRA New Member:** For sworn employees employed by the City after 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. Employees within this tier shall contribute 50% of the total PERS annual rate for total wages, currently 11.5%. The City will match this contribution.
- c. **Tier 3 - Non-Sworn Police Supervisors:** All non-sworn employees shall pay their full employee PERS contribution in accordance with current pension requirements.

B. Health, Vision and Dental Insurance

1. 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.
2. The City shall, using reasonable means, research options regarding retiree health insurance, including options for deferring money to a retiree health insurance program. Nothing in this section shall require the City or be construed as a commitment by the City to provide retiree health insurance benefits or to implement a retiree health insurance program now or in the future.

C. Health Insurance Review Committee:

1. The City shall continue with its Health Insurance Review Committee, which shall be comprised of representatives from the City, all duly designated bargaining units wishing to participate, and unrepresented employees.
2. The Committee shall 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 Health Insurance Review Committee recommends a plan modification to the City and such plan is implemented, the Association and City will reopen this Article 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 unit 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 employee's deferred compensation contribution dollar for dollar, to a maximum of \$100.00 per month, for a total of no more than \$1,200.00 per year.

Article VIII. Uniform Program

The City will provide sworn employees 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 each pay period in equal increments.

For non-sworn employees, the City will reimburse employees for the reasonable cost of two (2) uniforms on an annual basis, upon employee's submission of documentation evidencing the cost of two (2) new uniforms.

City will replace said uniform issue which has been damaged while the officer 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.

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
- 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.

Employees 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

1. 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 40 hours of vacation per year. 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.

2. 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 or his/her designee.
 - a. For overtime purposes, the number of hours used by an employee for vacation time shall be considered as part of the base 80 hour work period.
 - b. 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.

- c. 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.
- d. The City and Association will work cooperatively to develop a vacation scheduling process that allows employees to use vacation leave in increments of less than one week. Both the Association and City agree that vacation leave cannot compromise the operation of the department or result in excessive overtime cost.
- e. 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.
- f. 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.
- g. Requests to trade vacation slots or requests for vacation periods after the initial scheduling rounds shall be subject to approval by the Police Chief or his/her designee.

B. Sick Leave Cash Out

1. 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 a member for sick leave shall be considered as part of the basis 80 hour work period.
2. Officer who retires and/ or resigns in good standing shall receive payment of accumulated sick leave as follows:
 - a. After five (5) years of continuous service and separation in good standing, ten percent of (10%) of the first 1000 hours of accumulated sick leave.
 - b. After ten (10) years of continuous service and separation in good

- standing, twenty percent (20%) of the first 1000 hours of accumulated sick leave.
- c. After fifteen (15) years of continuous service and separation in good standing, thirty percent (30%) of the first 1000 hours of accumulated sick leave.
 - d. After twenty (20) years of continuous service and separation in good standing, forty percent (40%) of the first 1000 hours of accumulated sick leave.
 - e. 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.
3. Employees may not accrue more than 2,080 hours of sick leave. Once this maximum accrual limit has been reached the officer 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: Regular Appointment

The following rules shall apply to employees in lieu of Personnel Rule 8, Section 2, of the City's Personnel Rules and Regulations:

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 month probationary period and be allowed to return their previous position if they do not successfully pass their probationary period review.
3. Upon promotion to Sergeant, and prior to completion of the probationary period, an employee may drop back to the employee's previous position and rank.

D. Residency Requirement:

Unless otherwise exempted by the City Manager, employees shall reside within sixty (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: (1) contributes to or is responsible for a vehicular crash; or (2) is involved in a vehicular crash resulting in serious personal injury or death.

Article XI. Term

The term of this Memorandum of Understanding shall commence on July 1, 2020 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 60 days before the expiration of the term of the MOU.

Article XII. Savings Clause

If any article or section of this Memorandum of Understanding 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 Memorandum shall remain in full force and effect for the duration of *this* Memorandum. In the event of invalidation of any article or section, the City and the Association agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

**GREENFIELD POLICE
SERGEANTS ASSOCIATION**

Michael Moore
Michael Moore, Business Representative
Operating Engineers Local Union No. 3

Date: 7/10/19

Corey Smith
Corey Smith, President
Greenfield Police Sergeants Association

Date: 7/10/19

CITY OF GREENFIELD

Paul Wood
Paul Wood, City Manager

Date: 7/19/2019

Ann Rathbun
Ann Rathbun, City Clerk

Date: 7/19/2019

[Signature]
City Attorney

Date: 7/19/2019

Appendix A

Police Sergeant Salary Step Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
FY19-20	54.55	56.19	57.87	59.61	61.40	63.24	65.14	67.09
FY20-21	55.10	56.75	58.45	60.21	62.01	63.87	65.79	67.76
FY21-22	55.65	57.32	59.04	60.81	62.63	64.51	66.45	68.44
FY22-23	56.20	57.89	59.63	61.42	63.26	65.16	67.11	69.12

