

City of Greenfield

Memorandum Of Understanding

Between the

CITY OF GREENFIELD

And

**Greenfield Police
Officers Association**

July 1, 2023 – June 30, 2026

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:

- a) The exclusive right to determine the mission of its constituent departments, commissions, and boards;
- 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 applicable law; 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. Wages

Effective with the pay period including July 1, 2023, salaries for Employees in the Association are set forth in the Salary Step Plan provided in **Appendix A**.

Effective with the pay period including July 1, 2024, the Salary Step Plan shall increase by one and one-half percent (1.5%), excluding the recruit position.

Effective July 1, 2025, the Salary Step Plan shall increase by one and one-half percent (1.5%), excluding the recruit position.

Effective July 1, 2023, the City will eliminate, in consecutive order, salary steps one (1) through four (4) of the Salary Step Plan, when such salary steps are vacant. The City, in its sole discretion, may eliminate in consecutive order, salary steps one (1) through four (4), even if such salary steps are not vacant. In the event the City eliminates a salary step that is not vacant, any employee(s) in the eliminated salary step shall be moved to the next highest available salary step. Employees will maintain their existing anniversary date for purposes of receiving future merit increases.

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.

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.

3. Combined POST Certificate and Education Pay Incentive

Employees eligible to receive POST Certificate and Education Pay incentives may combine these incentives, provided that no Employee shall receive a combination of POST Certificate and Education Pay incentives exceeding a cumulative total of seven and one-half percent (7.5%).

4. 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 five percent (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 workday 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 workday, 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. If callback occurs

two (2) hours prior to and extends into an Employee's regular shift, the Employee will be compensated for the actual time worked at one and one-half (1½) of the Employee's regular rate of pay. For this section only, actual time worked shall be calculated from the time of the phone call if the Employee is ordered to report immediately, or from the time scheduled to report, if the Employee is given advance notice of the order to report to their shift early.

I. Specialty Pay

1. 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

2. 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.
3. 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 PEPRAs, 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 \$100.00 per month, for a total of no more than \$1,200.00 per year.

G. Health Club Membership

The City will reimburse Employees up to \$50.00 per month for a health club membership upon submittal of receipts which will be paid quarterly. This reimbursement shall cease upon the Association's exercise of its right to participate in the PORAC Retiree Medical

Trust (RMT) and receive monthly City contributions to the RMT as set forth in Article VII, Section H, below.

H. PORAC Retiree Medical Trust (RMT)

Effective no sooner than January 1, 2024, the Association may establish participation in a retiree medical trust administered by the PORAC Retiree Medical Trust (RMT), and the cost of establishing the Trust shall be at no cost to the City. The City is not a party to the Trust, aside from transferring funds, and has no obligations to the management, regulatory compliance, or performance of the trust. In the event the Trust becomes insolvent or unable to pay, the City has no financial obligation to the Trust, the members, or the Association.

The City will transfer a monthly pre-tax employee contribution as set by the Association for each Association member, on an ongoing biweekly basis. As each member will contribute the same predetermined dollar amount, no member election forms designating the amount will be needed, allowed, or requested; and there shall be no member election available to take the member contribution amount in cash, or to determine the member contribution amount. These contributions shall be included as salary for purposes of calculating retirement benefits.

City will make a contribution of fifty dollars (\$50.00) per month per association member into the PORAC RMT upon the Association's exercise of the right to enroll. City reimbursement for the Health Club Membership set forth in Article VII, Section G, above, shall terminate upon the commencement of the City contribution to the PORAC RMT.

The City will comply with reasonable rules set by PORAC RMT with regard to reporting and depositing the required contributions set forth above, typically involving providing PORAC RMT with the name, social security number and amount paid for each Association member. In the event the reporting requirement of the Trust requires reporting beyond that which the City typically provides, the City may require the Association to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the City will secure the Association's authorization.

The Association agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the operating of the PORAC RMT except for the obligation of the City to make and report the non-elective transfer of Association member contributions as described above.

Contributions to the Trust shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no Association member election/option available to take such amount in unrestricted cash.

The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any City health insurance funding program, unless changed by mutual written agreement of the

parties. The Employee contributions set forth above, unless otherwise dictated by law or rules set forth by the California Public Employees' Retirement System (CalPERS), shall be included as salary for purpose of calculating pension benefits.

The Association shall provide the City with the Trust Agreement governing the Trust. The City will cooperate with the Trust in allowing a payroll audit only for the purpose of ascertaining if the proper amount of contributions have been made.

At the time of service or disability retirement from City employment, vacation leave and sick leave eligible for payout pursuant to the conditions in Article X, Section B of this MOU, shall be contributed pre-tax to the employee's PORAC RMT. At the time of non-retirement separation from City employment, no accrued leaves will be contributed to the employee's PORAC RMT. During the course of this Agreement, the Association has the right to alter the percentage of vacation leave balance contribution at the time of an Employee's service or disability retirement from City employment, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Association's bylaws.

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
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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.
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, of 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.

H. 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.

I. 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.

J. Seniority

The term "seniority," as used in this Agreement (i.e., for purposes of selecting shifts and bidding vacation), shall be determined by using the most recent date of hire as a

full-time regular police officer for the City of Greenfield. In the event that police officers are hired on the same date, order of seniority will be based first on prior service as a regular police officer for the City of Greenfield, second on police academy class rank, and third on prior employment with the City of Greenfield.

Article XI. Term

The term of this Memorandum of Understanding shall commence on July 1, 2023, and shall expire on June 30, 2026. 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, 2026.

Article XII. Grievance Procedure

Grievance Procedure

General Provisions: A grievance is a dispute concerning an alleged violation of the terms and conditions of employment as provided in this Memorandum of Understanding (MOU), a misinterpretation or inequitable application of the personnel rules, or any other written policy, ordinance or directive affecting employee relations. Matters not subject to grievance include those for which an alternative procedure has been defined within the City of Greenfield Personnel Rules and Regulations, or matters subject to adjudication by any other governmental agency having primary jurisdiction.

If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the previous step.

If the Chief of Police fails to respond with a written answer within the specified time period, the grievant may appeal the grievance to the next higher level.

Grievant may be represented by an Association Representative, Steward or legal counsel of their choice at any formal level of this procedure.

Time limits and formal levels may be waived by mutual written consent of the parties.

Proof of service shall be accomplished by registered mail served on the employee at the last known address on record in the employee's Human Resources personnel file or read/delivery receipt in electronic format.

For purposes of this grievance procedure, "day" is defined as a day in which City Hall is open and doing business with the public.

Grievance Procedure — Informal level

The employee may bring a grievance to the attention of the employee's immediate supervisor at the earliest possible date, but no later than ten (10) calendar days from either the date of the alleged action that caused the grievance, or the date the employee should reasonably have become aware of such action. The employee shall inform the immediate supervisor of the desire to discuss an informal grievance. The supervisor shall discuss, or set a date and time for such discussion, and inform the employee. The grievance does not need to be in writing at the informal stage. The supervisor and the employee shall discuss and attempt resolution of the issues at the informal level.

If the issues are not resolved at the informal level, or a supervisor is not available for discussion during the informal level, the employee may, within the time limits specified herein, file a formal grievance with the Chief of Police.

If the employee does not make himself/herself available for discussion during the informal process, the grievance shall be considered abandoned.

Grievance Procedure — Formal Level

The employee may file a formal grievance within twenty (20) calendar days from either the date of the alleged action that caused the grievance, or the date the employee should reasonably have become aware of such action, provided the following have taken place:

1. The employee has taken the grievance to the immediate supervisor for discussion; and
2. The issues have either been discussed without resolution or without resolution satisfactory to the employee; or a supervisor was not available for discussion.

Level 1. A formal grievance shall be submitted to the Chief of Police in writing on a union grievance form containing the name of the grievant, the date and a description of the action that caused the grievance, the section(s) of the MOU, Personnel Rules, or Department Policy allegedly violated, and the remedy sought. The formal grievance shall be signed by the employee or the employee's representative, and specify the date(s) of discussion with the supervisor, and a brief summary of the outcome of that discussion.

The Chief of Police may meet with the grievant and shall thereafter render a decision and comments in writing and return the grievance to the employee within twenty (20) calendar days after receiving the grievance. If the grievant does not agree with the decision reached, or if no answer has been received within twenty (20) calendar days, the employee may choose to present the matter for non-binding arbitration or present the grievance to the City Manager. Failure of the employee to take further action within twenty (20) calendar days after receipt of the decision, or within twenty (20) calendar days after expiration of the grievance

response period for the Department Director if no decision is rendered, will constitute withdrawal of the grievance.

Level 2. All Level One (1) appeals to non-binding arbitration or the City Manager must be filed in writing with the City Manager within ten (10) calendar days of receipt of the Level One (1) response.

If the aggrieved employee elects non-binding arbitration in accordance with this provision, the parties shall mutually select an arbitrator within thirty (30) calendar days. If agreement on an arbitrator cannot be made, a panel of five (5) arbitrators from the California State Mediation and Conciliation Service will be requested and an arbitrator selected utilizing an alternate strike method.

The arbitrator will provide a written report regarding compliance with the provisions of this Memorandum of Agreement and related City or Department rules, regulations, policies, and procedures relating to the terms and conditions of employment.

Copies of the arbitrator's report will be distributed to the City Manager, the aggrieved employee and/or the Association. The grievant (Employee/Association) agrees to bear the costs of the arbitrator and any court reporter. Each party will bear their own respective costs of making their presentation to the arbitrator, including but not limited to, their own attorney's fees.

The arbitrator will issue a written report within forty-five (45) calendar days of the close of the non-binding arbitration hearing process.

Level 3. Upon receiving the grievance or Level Two (2) non-binding arbitration report, the City Manager shall discuss the grievance or report with the employee and all other appropriate persons within ten (10) calendar days of receipt of the grievance or report. In instances where a level one appeal is made directly to the City Manager, the City Manager may designate an individual not in the normal line of supervision to advise or conduct whatever investigation is deemed appropriate or necessary concerning the grievance. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance or report.

All employees shall be free from reprisal, discrimination or coercion for using the grievance procedure. Compliance with all the steps outlined above shall be considered as mandatory to the exhaustion of available internal administrative remedies.

Article XIII. Discipline

Disciplinary proceedings shall be processed in accordance with the procedures set forth in 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: _____

Paulo Diaz, President
Greenfield Police Officers Association

Date: _____

CITY OF GREENFIELD

Paul Wood, City Manager

Date: _____

Ann Rathbun, City Clerk

Date: _____

Jennifer Thompson, City Attorney

Date: _____

Appendix A

Police Officer Salary Step Schedule

FY 2023-2024										
Recruit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$29.83	\$39.71	\$41.70	\$43.78	\$45.97	\$48.27	\$50.69	\$53.22	\$55.88	\$58.68	\$61.61
FY 2024-2025										
Recruit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$29.83	\$40.31	\$42.33	\$44.44	\$46.66	\$49.00	\$51.45	\$54.02	\$56.72	\$59.56	\$62.53
FY 2025-2026										
Recruit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$29.83	\$40.91	\$42.96	\$45.11	\$47.36	\$49.73	\$52.22	\$54.83	\$57.57	\$60.45	\$63.47