

City of Greenfield

Memorandum of Understanding
Between the
City of Greenfield
and
Greenfield Police Non – Sworn Association/
International Union of Operating engineers
Local #3

July 1, 2022-June 30, 2025

Article I. Preamble

This Memorandum of Understanding, hereinafter referred to as “MOU,” is entered into by the City of Greenfield, hereinafter referred to as the City, and the Greenfield Police Non–Sworn Association, hereinafter referred to as the Union, being represented by Operating Engineers Local No 3, AFL-CIO. This MOU is subject to section 3500 et seq. of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act and Resolution No. 74-44 of the City as presently written or modified. This MOU is the result of the parties meeting and conferring in good faith.

Article II. No Discrimination

Pursuant to federal and state law, the City and Union will not unlawfully discriminate against any unit member.

The parties further agree not to discriminate against any unit member for his or her membership or non-membership with the Union.

Article III. Recognition

Pursuant to section 3500 et seq. of the Government Code and City Resolution No. 74- 44, the City recognizes the Union as the exclusive representative of the bargaining unit consisting of the following non-sworn police classifications:

Administrative Assistant (Police)
Animal Control Officer
Code Enforcement Officer
Community Service Officer
Evidence Technician

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 Union 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:

- 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 in consultation with the Union;
- 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 in consultation with the Union;
- 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, and 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 in consultation with the Union;
- 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 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
- Establish employee performance standards including, but not limited to, quality and quantity standards in consultation with the Union, 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

1. Merit Based Salary Step Plan

Effective the pay period beginning November 6, 2022, base salaries for all bargaining unit members shall be as set forth in Appendix A..

2. Step Increases

Bargaining unit members will receive an annual step increase on their employment anniversary date, subject to an overall rating of satisfactory on their annual performance evaluation review. A bargaining unit member who has not received a performance evaluation within thirty (30) days of his/her employment anniversary will be treated as having a

satisfactory performance evaluation review for purposes of this Article VI, but only if such bargaining unit member provides written notice to their supervisor and the 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 bargaining unit member's employment anniversary.

B. Salary Adjustments

Non-sworn unit members shall receive the following salary adjustments:

1. For Fiscal Year 2023-24, all unit members shall receive an increase to their base salary effective the first day of the pay period that includes July 1, 2023, based on the percentage of inflation in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward, CA area (for the prior 12 months) as of December 31, 2022. In no event shall the increase be less than 3% or more than 5%.
2. For Fiscal Year 2024-25, all unit members shall receive an increase to their base salary effective the first day of the pay period that includes July 1, 2024, based on the percentage of inflation in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward, CA area (for the prior 12 months) as of December 31, 2023. In no event shall the increase be less than 3% or more than 5%.

C. Education Incentives

1. City will reimburse unit members for pre-approved college course tuition and materials from an accredited college or university up to \$1,000 per year if they receive a grade of "C" or better.
2. The City will provide, to qualified unit members, education incentive pay as follows: (i) two and one-half percent (2.5%) for unit members possessing an Associate Degree; and (ii) five percent (5%) for unit members possessing a Bachelor's Degree or higher. Unit members may not receive more than five percent (5%) in education incentive pay.

D. Bilingual Incentive Pay

All bargaining unit members who utilize a second language in the normal course and scope of their employment shall receive \$75.00 of additional pay per pay period. To be eligible, bargaining unit members must be in a position in which they use their bilingual skills in the normal course and scope of their employment as approved by the City Manager. Also, bargaining unit members must take and pass a City-approved proficiency test.

E. Overtime Pay

1. Overtime shall be defined as hours worked over 40 in a workweek. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay or compensatory time off ("CTO") at the rate of one and one-half (1-1/2) hours credit for each hour of overtime.
2. For purposes of this section, hours associated with a City holiday (whether actually worked or not), shall be considered hours worked for the purpose of calculating overtime.

F. Compensatory Time Off

If a bargaining unit member has a CTO balance of at least forty (40) hours but no more than eighty (80) hours, s/he shall have the choice of overtime or CTO.

Bargaining unit members may accumulate up to eighty 80 hours of CTO.

G. Court Pay

For required court appearances when not on duty, unit members shall earn court pay based on their regular rate of pay with a three (3) hour minimum. If such court appearance exceeds three (3) hours, the unit member will be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours exceeding the initial three (3) hours worked. However, when a unit member's court appearance overlaps with normal on duty hours, the unit member will be compensated solely at the unit member's regular rate of pay.

H. Call-Back Pay

If a supervisor calls an off-duty bargaining unit member to report for duty other than for a court appearance, the unit member shall be compensated for a minimum of three (3) hours at one and one-half (1 1/2) times the bargaining unit member's regular rate of pay.

I. Travel Time Compensation for Training

Unit members who are authorized to travel to or from a training event site that is outside the City of Greenfield will be compensated consistent with the FLSA.

J. Specialty Pay

1. Specialty pay shall be five percent (5%) of a unit member's base salary per special assignment. A unit member assigned to any of the following specialty assignments shall receive specialty pay:

Explorer Advisor/Program

Community Service Officer Transition

2. Explanation of Community Service Officer Transition: Upon approval of the parties' first MOU, unit members transitioning from the ACO and CEO classifications to the CSO classification shall cross-train each other and receive specialty pay for a period of six months.
3. Special assignments shall be requested and assigned by the Police Chief. Special assignments shall be subject to the discretion of the Police Chief and the duration will be based on the operational needs of the department.

K. Working Out of Class Pay

1. A temporary five percent (5%) premium will be paid for services performed outside of a bargaining unit member's job classification lasting more than ten (10) working days

2. Unit members performing approved additional services less than ten (10) working days shall not be eligible for the five percent (5%) premium.
3. Should an approved additional service last more than ten (10) working days, affected bargaining unit members shall be paid the five percent (5%) premium retroactively to the first day of the assignment.
4. For purposes of working out of class pay, prior approval shall be required from the bargaining unit member's department head and the City Manager. The City Manager may apply the premium retroactively without prior approval.
5. Working out of class pay shall terminate after ninety (90) calendar days unless an extension is approved by the City Manager. Working out of class shall be consistent with all applicable CalPERS rules and regulations.
6. In determining whether an employee is working out of their position classification, the City will consider the distinguishing features of that classification, essential functions of the position and the required knowledge, skills and abilities needed to perform the additional assignments. A request for working out of class pay shall be denied if the assignment or duties are not considered outside the parameters of the job classification or exceed the minimum experience and education requirements of the job classification.

L. Jury Duty

Unit members shall be granted leave with full pay and no loss in benefits, when called for jury duty, if the unit member remits to the City any and all jury fees for such jury duty. It is understood that the unit member may retain any travel pay granted by the court. The unit member shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

Article VII. Benefits

A. Pension (CalPERS)

1. Unit Member Pension Contributions

In accordance with the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), the City has established two contribution tiers for unit members:

a. Classic Tier:

For eligible unit members employed by the City prior to January 1, 2013, the defined benefit pension formula is 2% at 55. The unit member contribution rate shall be determined by CalPERS, and is currently 7.0%. The City will deduct unit member contributions from their pay and remit those contributions to CalPERS. The City shall pay all legally required contributions in excess of unit member contributions.

b. PEPRA Tier:

For eligible unit members employed by the City after January 1, 2013 who are not eligible for the Classic Tier, the pension benefit formula is 2% at 62. The unit member contribution rate shall be established by CalPERS. The City will deduct unit member contributions from their pay and remit those contributions to CalPERS. The City shall pay all legally required contributions in excess of unit member contributions.

B. Health, Vision and Dental Insurance

The City will provide basic and major medical, vision and dental plan care for all probationary or regular unit members who are in a .5 FTE position or greater and their dependents subject to the following provisions:

1. Eligible unit members shall contribute \$135.00 per month toward medical coverage depending on the plan selected by the City.
2. In addition to the \$135.00 monthly contribution, eligible unit members shall pay twenty-five percent (25%) of the premium cost for dependent care coverage, (25% per dependent up to 3 three dependents and 1 spouse or partner).
3. Dental insurance reimbursement will be annually capped not to exceed \$2,500.
4. Vision insurance reimbursement *will* be annually capped not to exceed \$425.
5. The City may, 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.
6. Premiums for Employee on Disability Leave
 - a. The City shall pay the City's portion of the health insurance premium, to the extent required by law, for an employee who is on approved medical leave.

C. Health Insurance Review Committee:

1. The City's Health Insurance Review Committee shall include the Greenfield Police Non-sworn Association in addition to other employees' groups and City administrators.
2. The Committee will meet once a quarter to review and consider alternative plans and/or plan modifications.
3. In the event the Health Insurance Review Committee recommends plan modification to the City and the parties agree on the modifications, the parties (i.e. Association and City) will reopen this Article to allow implementation of the agreed upon modifications.
4. In the event that this committee is unable to agree to modifications, nothing in this Article shall obligate the City to assume additional health care cost that exceed the total aggregate cost for current bargaining members.

The Committee will remain in effect and will follow the same procedure and timeline listed above for each subsequent fiscal year during the term of this agreement.

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/short term disability

The City shall pay for the full cost premium for a long term disability plan for unit members as implemented in the Standard Insurance Long Term Disability Plan.

F. Deferred Compensation

The City will match unit member's deferred compensation contributions dollar for dollar, to a maximum of \$75.00 per month, for a total of no more than \$900.00 per year. This provision shall be effective the first full month following adoption of the parties' first MOU by the City Council.

Article VIII. Uniform Program

A. Employees

The City will provide unit members with an annual uniform clothing allowance of \$800.00. This will include new uniforms, boots, jacket as well as cleaning and maintenance. The uniform allowance shall be paid each pay period in equal increments.

B. Equipment

1. Unit members required to work out in the field shall be provided the following equipment at no cost:
 - OC Spray
 - One pair of handcuffs
 - Taser
 - 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
 - Protective vest (Light Body Armor)
2. 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 unit member. Unit members may be subject to discipline if City-owned equipment assigned to them is damaged, rendered unserviceable, or lost outside of the line of duty and is the result of a unit member's recklessness, gross negligence or intentional misconduct.

C. Light Body Armor

1. All light body armor shall be of a Threat Level #3A 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.
2. All light body armor issued to unit members shall be new. 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.

D. Department Badges

The Department shall issue badges to all eligible unit members. Badges shall remain the property of the City, however, in recognition of their dedication and service to the City and the community as a whole, a unit member who retires (service or disability) in good standing may: (i) turn in their service badge and request a retiree badge; or (ii) be permitted to keep their

service badge. If a unit member deceases while employed by the City, the City will provide the unit member's badge to the unit member's spouse or any other beneficiary designated by the unit member.

Article IX. Holidays

1. 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*

2. 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.

3. Unit members will be paid eight (8) hours at their regular rate of pay for holidays other than their Personal Holiday.

Unit members who are required to work on a designated holiday shall be paid at the rate of one and one-half (1-½) times their regular rate of pay in addition to receiving holiday pay.

Article X. Leaves

A. Vacation Leave

1. Purpose

The purpose of vacation leave is to enable eligible unit members to take a break from work and return mentally refreshed. For this reason, it is the intention of the City that vacations be taken, insofar as possible, in periods of one week or more.

2. Vacation Leave Accrual

All full-time unit members shall be credited with vacation time based on years of continuous service with the City in accordance with the following schedule:

- **Less Than Five (5) Years.** For unit members completing less than five (5) years of continuous service, six and two-thirds (6 2/3) hours for each month of service – ten (10) working days per year, no more than 240 hours total accrued.

- Five (5) or More Years. For unit members completing five (5) or more years of continuous service, ten (10) hours each month of service – fifteen (15) working days per year, no more than 360 total accrued.
- Fifteen (15) or More Years. For unit members completing fifteen (15) or more years of continuous service, fourteen (14) hours for each month of service – twenty-one (21) working days per year, no more than 504 hours total accrued.
- Changes to vacation leave accrual rates will be set by the City Council.

Vacation leave shall be accrued on a prorated basis of the amount of time in which the unit member is in paid status during that month. Vacation leave shall be credited at the end of each month of service.

Unit members must use one week of accumulated vacation leave each year and may not accumulate more than 240 hours during any calendar year without the approval of the City Manager. Once the maximum accrual has been reached, the unit member shall cease to accrue additional vacation leave until the balance is reduced below the maximum. Unit members shall be paid for accumulated vacation leave upon termination of employment. Vacation requests will be approved or denied within seven (7) calendar days from when the request was submitted.

3. Use of Vacation Leave

Unit members shall complete six (6) months of continuous service before becoming eligible to use accrued vacation leave unless the City Manager authorizes the utilization of accrued vacation leave prior to the completion of this period. The scheduling of and duration of a unit member's use of accrued vacation leave shall be approved by the department head. Unit members shall not work for the City while on vacation. Maximum vacation leave accrual shall be consistent with City Rule 20.

In the absence of a departmental policy approved by the City Manager, unit members shall request to use vacation leave at least seven (7) calendar days before the first day of the requested vacation. Should the requests of two unit members conflict, the supervisor may recommend to the Department Director changes to best accommodate both unit members. Important criteria to be considered by the supervisor are the classification and seniority of the employees, the dates on which the vacation requests were submitted and workload requirements.

4. Compensation in Lieu of Time Off

Each year, unit members may request that the City purchase accrued vacation leave hours in excess of 80 hours. All requests must be made by November 15th and will be paid by December 1st of each year, and must be approved by the City Manager. Payment of vacation leave hours shall be subject to the availability of funds as determined by the City Manager.

5. Holiday Falling During Vacation

In the event a City holiday falls within a unit member's vacation, which would have excused the unit member from work and for which no other compensation is made, such holiday shall not be charged as a vacation day.

6. Vacation at Termination of Employment

Unit members shall be paid for accrued vacation leave upon termination of their City employment at their current rate of pay.

7. Military Service – Vacation Pay-Off Exception

A unit member whose municipal service is interrupted because of extended military leave shall, upon the unit member's request, be compensated for accrued vacation leave at the time their military leave becomes effective.

B. Sick Leave

1. Statement of Policy

The purpose of sick leave is to provide unit members time off without loss of pay due to illness.

Sick leave shall be allowed and used only in the case of necessity and actual personal sickness or disability, medical or dental treatment, or in the case of an emergency illness in the immediate family. Immediate family shall mean the spouse, parent, child, brother, sister, or a close relative residing in the household of the unit member.

2. Eligibility

To use accrued sick leave for a scheduled purpose, unit members shall notify the head of the department as soon as possible prior to the first day of the scheduled leave. Unit members shall provide notification of the need to use accrued sick leave on an unscheduled basis at least two (2) hours prior to the beginning of their shift, if possible.

When a unit member is absent due to illness or injury for more than three (3) consecutive days, a physician's certificate shall be required stating the cause of the absence and attesting to the unit member's ability to resume work.

3. Sick Leave Accrual

Sick leave shall be accrued monthly, beginning with the first month of employment, provided the unit member is in a paid status for at least fifty percent (50%) of the month. Sick leave shall be credited upon completion of each calendar month. Full-time unit members shall accrue sick leave at the rate of eight (8) hours per month. Unit members may only accrue up to 650 hours of sick leave.

4. Bereavement Leave

Unit members may use up to five days of accrued sick leave in relation to the death of any of the following individuals: parent, step-parent, spouse, domestic partner, child, step-child, grandchild, grandparent, sibling, step-sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, immediate family member of a domestic partner, or any person residing in a unit member's home.

5. Deductions

Sick leave shall be granted on an hour-for-hour basis. Calls to a medical, dental or other similar practitioner's office, which are made during working hours for other than job-related injuries, shall be considered sick leave if they are longer than one (1) hour.

6. Incentives

As an incentive to discourage misuse and encourage long term honorable active service, a unit member who retires and/or resigns in good standing shall receive payment of accrued sick leave as follows:

- a. After five (5) years of continuous service and separation in good standing, ten (10%) percent of accrued sick leave.
- b. After ten (10) years of continuous service and separation in good standing, twenty (20%) percent of accrued sick leave.
- c. After fifteen (15) years of continuous service and separation in good standing, thirty (30%) percent of accrued sick leave.
- d. After twenty (20) years of continuous service and separation in good standing, forty (40%) percent of accrued sick leave.

Article XI. Miscellaneous

A. Alternative Work Schedules

1. Unit members in the ACO, CEO, and CSO classifications currently work four (4) 10-hour shifts. The City shall notify unit members of schedule changes no less than 10 calendar days in advance. The parties shall meet and confer regarding the effects of schedule changes.
2. Unit members may submit a request to work an alternative work schedule such as 9/80 or 4/10 to their department head. The City Manager or his/her designee shall approve or deny such requests based on the City's operational needs.

B. Rest and Meal Break Periods

1. Meal break periods: Unit members in the classifications of CEO, ACO, and CSO shall remain on duty subject to call during meal breaks. Unit members shall take meal breaks within the City limits unless on an assignment outside of the City.
2. Rest break periods: Unit members are entitled to a 15-minute break for each four (4) hour work period. Only one 15-minute break shall be taken for each four hours of work. When City operations permit, such rest periods are to be taken as nearly as possible in the middle of each four (4) hour segment of each unit member's workday. Unit members shall not be compensated for missed rest breaks.

C. Probationary Period: Regular Appointment

1. Unit members shall serve a twelve (12) month probationary period. The Police Chief may recommend to the City Manager that a probationary unit member be retained as a permanent (regular) employee prior to the completion of any probationary period.
2. Unit members 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. The City may discipline unit members serving promotional probationary periods for misconduct up to and including termination. If a unit member is disciplined during their promotional probationary period, they shall have the right to appeal such discipline pursuant to the City's Personnel Rules and Regulations.

D. Residency Requirement

Unless exempted by the City Manager, unit members shall reside within sixty (60) miles of the City of Greenfield Civic Center.

E. Layoffs

1. Layoff Due to Lack of Work, Funds or Other Reasons

The City shall notify the Union and all affected unit members in writing of potential layoffs, including the reasons for the layoffs, no less than forty-five (45) calendar days before any layoffs are scheduled to take effect. Once the unit members and Union have been notified of potential layoffs, the timeline for the layoff and/or reduction in force process shall commence and follow the below listed steps:

- Upon notice from the City of proposed layoffs, the parties shall have fifteen (15) calendar days to meet and confer over alternatives to layoffs and or reduction(s) in force.
- If, after the fifteen (15) day timeline, the Union and City cannot identify a viable alternative to layoffs, the City may issue layoff notifications thirty (30) days in advance of the effective layoff/reduction in force date.
- Upon the thirty (30) day layoff/reduction in force notification, the unit member(s) shall have the choice to either work the remaining thirty (30) days or receive thirty (30) days' pay and full benefits in-lieu of time worked.

In addition, unit members laid off will be paid for all accumulated paid leave, holiday leave (if any), and accumulated sick leave to the extent permitted by City personnel policies. If a unit member is laid off from their job with the City, for economic reasons, the City will grant severance pay, in addition to any "pay in lieu of time worked" (as outlined in bullet point #3 above), in an amount equal to two (2) weeks of pay for every full year of continuous employment service up to eight (8) weeks of pay.

Layoffs and Reduction in Force (RIF) includes:

- Temporary Reduction: Recall to work is expected within twelve (12) months.
- Permanent Reduction: Recall to work is not expected because the position has been eliminated, the contract has expired, the department has closed, or the reduction in force is due to budgetary constraints.

Should layoffs and or a reduction in force be enacted, the Union shall retain all rights to meet and confer over all negotiable effects.

2. Order of Layoffs

The order of layoff shall be based on seniority with the least senior unit member(s) in a classification being laid off first, unless it can be demonstrated that a unit member with less seniority possesses special skills, training and/or abilities necessary to maintain the daily operations of the City. Reinstatement shall be in the reverse order of layoff.

When one or more unit members assigned to the same classification within a department are to be laid off, the order of layoff shall be as follows:

- Temporary
- Probationary
- Regular
- Seniority

In the event of a reduction in force (RIF), or the reduction or elimination of a particular classification, there shall be no bumping into positions in which the unit member does not possess the minimum qualifications, skills, knowledge, and abilities.

Article XII. Term of MOU

The term of this Memorandum of Understanding shall commence on the day the City Council approves the MOU and shall expire on June 30, 2025. 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 120 days before the expiration of the term of the MOU.

Article XIII. No Strikes

The Association, its officers, agents, members and employees covered by this Memorandum of Understanding, agree that so long as this memorandum is in effect, there shall be no strikes, sickouts, partial or complete, sit-downs, slowdowns, stoppages or cessation of work, including actions of a sympathy nature, boycotts or any unlawful acts of any kind that interfere with the City's operations. Any violation of this provision may be subject to disciplinary action.

Article XIV. Personnel Rules and Regulations

The City's Personnel Rules and Regulations shall apply to unit members unless they conflict with a specific provision of this Memorandum of Understanding. The parties agree to meet and confer regarding any changes the City proposes its Personnel Rules and Regulations during the term of this Memorandum of Understanding.

Article XV. 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 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 Union agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

FOR THE GREENFIELD POLICE NON-SWORN ASSOCIATION:

M. Moore

Michael Moore
Business Representative Operating Engineers Local Union No. 3

Date: 12-16-22

Elsa Herrera

Elsa Herrera
Greenfield Police Non-Sworn Association

Date: 12-16-22

FOR THE CITY OF GREENFIELD:

Paul Wood

Paul Wood
City Manager

Date: 12/16/2022

EXHIBIT "A"
SALARY SCHEDULE

City of Greenfield
Salary Schedule - OE3 Employees
Appendix A
Effective:12-04-2022

Position	Hourly Rate Step 1	Hourly Rate Step 2	Hourly Rate Step 3	Hourly Rate Step 4	Hourly Rate Step 5	Hourly Rate Step 6	Hourly Rate Step 7	Hourly Rate Step 8
Administrative Assistant (Police)	\$ 23.87	\$ 24.82	\$ 25.82	\$ 26.85	\$ 27.92	\$ 29.04	\$ 30.20	\$ 31.41
Animal Control Officer	\$ 21.16	\$ 22.01	\$ 22.89	\$ 23.80	\$ 24.75	\$ 25.74	\$ 26.77	\$ 27.85
Code Enforcement Officer	\$ 25.51	\$ 26.53	\$ 27.59	\$ 28.70	\$ 29.84	\$ 31.04	\$ 32.28	\$ 33.57
Community Services Officer (CSO)	\$ 25.51	\$ 26.53	\$ 27.59	\$ 28.70	\$ 29.84	\$ 31.04	\$ 32.28	\$ 33.57
Evidence Technician	\$ 29.80	\$ 30.99	\$ 32.23	\$ 33.52	\$ 34.86	\$ 36.26	\$ 37.71	\$ 39.21

Effective 12/04/2022
City Council Adopted 12/13/2022