

# **City of Greenfield**

## **Memorandum Of Understanding**

*Between the*

**CITY OF GREENFIELD**

*And*

**Greenfield Police  
Officers' Association**

**November 13, 2015**

## **Article I. Preamble**

This Memorandum of Understanding 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 3500-3510 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**

Pursuant to Sections 3500-3510 of the Government Code and City Resolution # 74-44, the City certifies the Association as the recognized employee organization for a unit consisting of the classifications of Police Officer I, II, III, and Detective I, II, III hereinafter referred to as Officers. Classifications excluded from the Association shall be temporary employees, part-time employees, and student help. Classifications in the bargaining unit are as follows: Police Officer and Detective.

## **Article IV. Prevailing Rights**

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

The articles included in this Memorandum of Understanding constitute a full and complete understanding between the City and the Association on all matters within the scope of representation for the period stated in Article XI.

## **Article V. City Rights**

The City retains all rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management's rights, which include, but are not limited to:

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

Set standards and levels of service;

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

Direct its employees;

Establish and enforce dress and grooming standards;

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

Maintain the efficiency of government operation;

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

Determine the content and intent of job classifications;

Determine methods of financing;

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

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

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

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

Establish and modify productivity and performance programs and standards;

Discharge, suspend, demote, reprimand, without salary increases and benefits, or otherwise discipline employees in accordance with applicable law;

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**

Effective with the signing of the Memorandum of Understanding by the City and the Association, the City will establish a new Merit Based Salary Step Plan for Police Officers (Attachment #1).

The implementation of this Merit Based Salary Step Plan will be effective November 15, 2015 subject to passage of City of Greenfield Measure V and Measure W on November 3, 2015 and the following provisions:

1. Each employee will receive a one-time salary equity adjustment as shown on the Step Plan in Appendix A. Individual salary equity adjustments were developed in consultation with the Union and based on years of service.
2. Employees will receive an annual step increase on their respective Anniversary employment date subject to a satisfactory performance evaluation review.
3. New employees will generally start their employment at Step 1 unless the Police Chief 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 in consultation with the City Manager.

In the event that Measure V and Measure W do not pass, the City shall provide the following salary adjustments:

- A. For FY 2015-16, employees shall receive a 2% increase in their base salaries effective with the Union and City approval of this MOU.
- B. For FY 2016-2017, employees shall receive a 3% increase in their base salary effective July 1, 2016.
- C. Employees will receive a one-time retroactive lump sum payment of the wage increase for 50% of time effective July 1, 2015.

#### **Education / Tuition Incentive**

The City will provide, to qualified Association members, education incentive pay of two and a half percent (2 ½%) for POST Intermediate Certificate and two and a half percent (2 ½%) for POST Advanced Certificate. City will reimburse employee for \$1,000 per year for authorized and accredited educational classes.

### **Spanish Incentive Pay**

Officers 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, shall receive additional pay of two and a half percent (2 ½%) above their basic salary. Only employees who successfully pass a certification assessment jointly established by the City and the Union which indicates sufficient competency as a qualified bilingual speaker in both languages are eligible to receive this payment. Employees who are able to competently speak conversation Spanish will be paid \$75.00 per month.

### **Overtime Pay**

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

### **Compensatory Time**

Consistent with Article V, subsection (n) and in lieu of overtime pay, an officer may elect to take compensatory time off (comp-time) in an amount to the rate of overtime earned. An officer may accumulate up to eighty 80 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 1<sup>st</sup>. The maximum one-time compensatory payment in any year shall be 20 hours per year, unless otherwise approved by the City Manager.

### **Court Pay**

For required court appearances when not on duty, each officer shall earn court pay based on the officer's regular rate of pay with a three (3) hour minimum.

However, when an officer's court appearance overlaps with normal on- duty hours, compensation will be compensated solely at the officer's regular rate of pay.

Off-duty hours actually worked above the three (3) hour minimum will be paid subject to the provisions of Article VI, Salary, Section C, and overtime of this MOU.

### **Call-Back Pay**

If a supervisor calls an off-duty officer to report for duty other than for a court appearance, the officer shall be compensated for a minimum of two (2) hours.

### **Specialty Pay**

Specialty pay shall be five percent (5%) of base salary for a maximum of ten percent (10%) per assignment. The assignment shall be requested and assigned by the Chief of Police. The following are considered 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

Special assignment shall be subject to the discretion of the Police Chief and shall only be in duration dictated by the operational need of the department.

**Lateral Transfer-Vacation Accrual**

Lateral transfers shall accrue vacation time at the combined time in grade of previous and current California employment. This shall not exceed a rate of ten (10) years of service. All current members who meet this requirement will have their vacation accrual rate so adjusted.

**Health Club Membership**

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

**J. Service Weapon Purchase:**

Any member 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 Chief, the City will purchase the weapon on behalf of the member subject to the following provisions:

1. Member 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
3. The member agrees to pay any outstanding loan value prior to terminating their employment with the City prior to the end of the fiscal year.

**Article VII. 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 Police Pension Benefits:** For members employed by the City prior to January 1, 2013 the pension benefit formula is 2% @ 50. Member contribution rate shall be based on the rate established by PERS, currently at 9.0%. Employees are responsible for the full payment of their member contribution as set forth by PERS during the term of this agreement..

**PEPRA New Member:** For member 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 in addition to the City's contribution and member shall contribute 50% of the total PERS annual rate for total wages currently 11.5%.

In Exchange for First Level Employees paying their full member contribution, First Level Employee FY 2016 base rate of compensation shall be increased by 4%.

**A. Health, Vision and Dental Insurance**

The City will provide basic and major medical, vision and dental plan care for all employees and their dependents in accordance with the schedule shown in Appendix XX for FY 2015-16 and FY 2016-17 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 \$2,000.

The parties recognize that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to reopen Article VII Section 4 regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage. In addition, should State or Federal laws concerning taxation of healthcare benefits change, the parties agree to meet and confer to discuss the impacts of such change.

**Health Insurance Review Committee:** A Health Insurance Review Committee shall be comprised of representative from the City and duly designated bargaining units as follows:

- 1. GPOA/GPSA
- 2. City HR / Admin
- 3. SEIU Local 521

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. Union and City) will reopen this Article of this Agreement to allow implementation of the agreed upon modifications.

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 as outlined on the FY 2016, 2017 and 2018 PPO Rate Conversion tables.

**B. Life, Accidental Death and Dismemberment Insurance**

The City shall pay for the premium of a twenty-five thousand dollar (\$25,000.00) term life and accidental death and dismemberment policy sponsored by the City, for all unit employees.

**C. 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.

**D. Deferred Compensation**

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

**Article VIII Uniform Program**

The City will provide, to all new officers, an initial issue as determined by the Chief of Police 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 Police Officer the sum of twenty-five dollars (\$25.00) and Community Service Officer twelve dollars and fifty cents (\$12.50) per month, for uniform cleaning and maintenance.

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

**Permanent Officers**

The City will provide Association members, who have successfully completed probation, with an annual uniform clothing allowance of eight hundred and eighty dollars (\$880.00) and 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 officer is on duty subject to the approval of the Chief of Police. 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 thirteen (13) paid holidays and they are specified as follows:

- January 1<sup>st</sup>
- 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)
- July 4<sup>th</sup> (fourth day in July)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veteran's Day (November 11<sup>th</sup>)
- Thanksgiving Day (third Thursday in November)
- Day after Thanksgiving Day
- Christmas Eve (December 24<sup>th</sup>)
- Christmas Day (December 25<sup>th</sup>)
- Personal Holiday\*

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

Officers will be paid at their regular rate of pay for each of these holidays not taken.

## **Article X. Miscellaneous**

### **Vacation and Sick Leave**

#### **A. Vacation Leave**

The City agrees to allow employees to accumulate up to three (3) years of earned vacation time prior to requiring the use of vacation time. All employees are required to use 40 hours of vacation 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 Chief of Police.

1. For overtime purposes, the number of hours used by a member for vacation time shall be considered as part of the basis 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 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 Chief of Police 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. The City and Union will work cooperatively to develop a vacation scheduling process that allows employees to use vacations leave in increments of less than one week. Both the Union and City agree that vacation leave cannot compromise the operation of the department or result in excessive overtime cost.
5. 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 Chief of Police. If necessary, the Chief of Police may establish reasonable rules concerning the conduct of the vacation selection.
6. When bidding watch assignments/ days off and vacations, seniority will be used. Seniority is determined the original date of hire as a full-time regular police officer for the City of Greenfield.
7. Request to trade vacation slots or to request a vacation period after the initial sign up, shall be subject to approval by the Chief of Police.

#### **B. Sick Leave Cash Out**

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.

Officer 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 accumulated sick leave
2. After ten (10) years of continuous service and separation in good standing, twenty percent (20%) of accumulated sick leave

3. After fifteen (15) years of continuous service and separation in good standing, thirty percent (30%) of accumulated sick leave
4. After twenty (20) years of continuous service and separation in good standing, forty percent (40%) of accumulated sick leave.

Employees hired after January 1, 2000 may not accrue more than 1,000 hours of leave. Once this maximum accrual limit has been reached the officer will no longer be credited with additional sick leave hours.

### **C. Probationary Period**

The City shall amend its Personnel Rule 8, Section 2 to read as follows:

#### **Section 1: Probationary Period Regular Appointment**

1. Association employees shall serve a 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 probation and be allowed to return their previous position if they do not successfully pass their probationary review.

### **D. Residency Requirement**

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

#### **Section 2: 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."

### **E. Drug Testing**

The City shall reserve the right to administer random drug testing no more than four (4) times per year to all employees in this association.

### **Article XI. Term**

The term of this Memorandum of Understanding shall commence on July 1, 2015 and shall expire on June 30, 2017. It is also agreed by both parties to initiate the subsequent meet and confer process in a timely manner exchanging written proposals at least 60 days prior to the termination of this Memorandum of Understanding.

**Article XII. Re-Opener**

The City and the Association agree that at such time as the City converts to a bi-weekly pay period, that both parties shall meet and confer upon the appropriate Fair Labor Standards Act (FLSA) rule applicable to the new work week for purposes of calculating overtime earned.

This re-opener *is* for the narrow and specific purpose of the pay period issue discussed in the previous paragraph and does not constitute a re-opener for any other purpose without mutual consent of both parties.

**Article XIII. 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 30 days for the purpose of meeting and conferring upon said article or section.

Date: 11/13/15

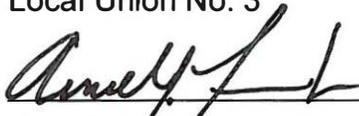
Date: 11-13-2015

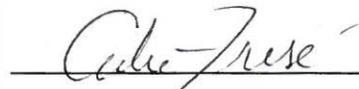
GREENFIELD POLICE  
OFFICERS' ASSOCIATION

CITY OF GREENFIELD

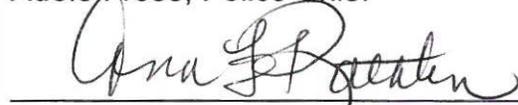
  
\_\_\_\_\_  
David Cariaga, Operating Engineers  
Local Union No. 3

  
\_\_\_\_\_  
Susan A. Stanton, City Manager

  
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Arnulfo Trevino, President

  
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Adele Frese, Police Chief

  
\_\_\_\_\_  
Michael Rice, Bargaining Team member

  
\_\_\_\_\_  
Ann Rathbun, City Clerk

# Appendix A

## Salary Step Plan

### Police Officers

1	2	3	4	5	6	7	8	9	10	11	12
30.02	30.92	31.85	32.80	33.79	34.80	35.85	36.92	38.03	39.17	40.34	41.55

### Sergeants

1	2	3	4	5	6	7	8
43.64	44.95	46.30	47.69	49.12	50.59	52.11	53.67

## Appendix B Health Care Rates

Anthem BC Bronze Select									
Carrier Zone 09 (1KAW-HSA5500)									
Age	2016 Anthem Rate			2017 Anthem Rate			2018 Anthem Rate		
	Rate	Change	+/-	Rate	Change	+/-	Rate	Change	+/-
0-20	172.37	-	-	187.88	-	-	204.79	-	-
21	271.45	(99.08)	-	295.88	(108.00)	-	322.51	(117.72)	-
22	271.45	-	-	295.88	-	-	322.51	-	-
23	271.45	-	-	295.88	-	-	322.51	-	-
24	271.45	-	-	295.88	-	-	322.51	-	-
25	272.54	1.09	0.40%	297.07	1.19	0.40%	323.80	1.30	0.40%
26	277.96	5.42	1.99%	302.98	5.91	1.99%	330.24	6.44	1.99%
27	284.48	6.52	2.35%	310.08	7.11	2.35%	337.99	7.75	2.35%
28	295.07	10.59	3.72%	321.63	11.54	3.72%	350.57	12.58	3.72%
29	303.75	8.68	2.94%	331.09	9.46	2.94%	360.89	10.31	2.94%
30	308.1	4.35	1.43%	335.83	4.74	1.43%	366.05	5.17	1.43%
31	314.61	6.51	2.11%	342.92	7.10	2.11%	373.79	7.73	2.11%
32	321.13	6.52	2.07%	350.03	7.11	2.07%	381.53	7.75	2.07%
33	325.2	4.07	1.27%	354.47	4.44	1.27%	386.37	4.84	1.27%
34	329.54	4.34	1.33%	359.20	4.73	1.33%	391.53	5.16	1.33%
35	331.71	2.17	0.66%	361.56	2.37	0.66%	394.10	2.58	0.66%
36	333.88	2.17	0.65%	363.93	2.37	0.65%	396.68	2.58	0.65%
37	336.06	2.18	0.65%	366.31	2.38	0.65%	399.27	2.59	0.65%
38	338.23	2.17	0.65%	368.67	2.37	0.65%	401.85	2.58	0.65%
39	342.57	4.34	1.28%	373.40	4.73	1.28%	407.01	5.16	1.28%
40	346.91	4.34	1.27%	378.13	4.73	1.27%	412.16	5.16	1.27%
41	353.43	6.52	1.88%	385.24	7.11	1.88%	419.91	7.75	1.88%
42	359.67	6.24	1.77%	392.04	6.80	1.77%	427.32	7.41	1.77%
43	368.36	8.69	2.42%	401.51	9.47	2.42%	437.65	10.32	2.42%
44	379.22	10.86	2.95%	413.35	11.84	2.95%	450.55	12.90	2.95%
45	391.97	12.75	3.36%	427.25	13.90	3.36%	465.70	15.15	3.36%
46	407.18	15.21	3.88%	443.83	16.58	3.88%	483.77	18.07	3.88%
47	424.28	17.10	4.20%	462.47	18.64	4.20%	504.09	20.32	4.20%
48	443.82	19.54	4.61%	483.76	21.30	4.61%	527.30	23.22	4.61%
49	463.09	19.27	4.34%	504.77	21.00	4.34%	550.20	22.89	4.34%
50	484.81	21.72	4.69%	528.44	23.67	4.69%	576.00	25.81	4.69%
51	506.25	21.44	4.42%	551.81	23.37	4.42%	601.48	25.47	4.42%
52	529.87	23.62	4.67%	577.56	25.75	4.67%	629.54	28.06	4.67%
53	553.76	23.89	4.51%	603.60	26.04	4.51%	657.92	28.38	4.51%
54	579.55	25.79	4.66%	631.71	28.11	4.66%	688.56	30.64	4.66%
55	605.33	25.78	4.45%	659.81	28.10	4.45%	719.19	30.63	4.45%
56	633.29	27.96	4.62%	690.29	30.48	4.62%	752.41	33.22	4.62%
57	661.52	28.23	4.46%	721.06	30.77	4.46%	785.95	33.54	4.46%
58	691.65	30.13	4.55%	753.90	32.84	4.55%	821.75	35.80	4.55%
59	706.58	14.93	2.16%	770.17	16.27	2.16%	839.49	17.74	2.16%
60	736.72	30.14	4.27%	803.02	32.85	4.27%	875.30	35.81	4.27%
61	762.77	26.05	3.54%	831.42	28.39	3.54%	906.25	30.95	3.54%
62	779.88	17.11	2.24%	850.07	18.65	2.24%	926.58	20.33	2.24%
63	801.32	21.44	2.75%	873.44	23.37	2.75%	952.05	25.47	2.75%
64	814.35	13.03	1.63%	887.64	14.20	1.63%	967.53	15.48	1.63%