

# **City of Greenfield**

## **Memorandum Of Understanding**

*Between the*

**CITY OF GREENFIELD**

*And*

**Greenfield Police  
Officers' Association**

**August 27, 2013**

### **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:

1. The exclusive right to determine the mission of its constituent departments, commissions, boards;
2. Set standards and levels of service;
3. Determine the procedures and standards of selection of employment, promotions and the extension of probation;
4. Direct its employees;
5. Establish and enforce dress and grooming standards;
6. Determine the methods of and means to relieve its employees from duty because of lack of work or other lawful reasons;
7. Maintain the efficiency of government operation;
8. Determine the methods, means and numbers and kinds of personnel by which government operations are to be implemented;
9. Determine the content and intent of job classifications;
10. Determine methods of financing;
11. Determine type and/or types of City-issued wearing apparel, equipment or technology to be used;
12. 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;
13. 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;

14. 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;
15. Establish and modify productivity and performance programs and standards;
16. Discharge, suspend, demote, reprimand, without salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
17. 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 salary range for Police Officer I, II, III, and Detective I, II, III shall be increased by one percent (1) for the term of this contract.

##### **A. 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.

##### **B. 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.

##### **C. 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.

**D. 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.

**E. 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.

**F. 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.

**G. 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 (SWAT)
- 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.

#### **H. 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.

#### **I. 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.

### **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:

**Tier 1: Classic Employees:** For employees employed by the City prior to January 1, 2013 the City will contribute 4% of total wages (including all special and holiday pay) to the Public Employees' Retirement System (2% @ 50) in addition to the City's contribution and employees shall contribute 5% of total wages (including all special and holiday pay).

**Tier 2: New Hire PEPRA Employees:** 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 City will contribute the rate prescribed by PERS for total wages (including all special and holiday pay) to the PERS (2.0% @ 57) in addition to the City's contribution and employees shall contribute 50% of the total PERS annual rate for total wages (including all special and holiday pay).

1. **Sunset Provision:** The City shall resume paying the entire employee portion of their pension payment at the expiration of this Memorandum of Understanding unless this sunset provision it is extended by mutual agreement of the Union and City.
2. The City and Union recognize that the current limitation on PERS Pension benefit for new employees will have a detrimental impact on the Department's ability to recruit and retain future Police Officers and will jointly meet and confer on identifying possible options and solutions available for implementation that will address this matter that is acceptable to the Union and City.

**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 following schedule: Employees shall contribute \$75.00 or \$135.00 per month toward medical coverage depending on the plan selected.

**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.

**E. Health Benefits Review Committee**

In recognizing the importance of employee provided health, dental and vision benefits and the City's need to control future cost, the City shall establish a Health and Benefit Review Committee consisting of employee representatives that will review the performance of each benefit program and any recommended change in plan designs. The Committee will provide the City Manager with a recommendation regarding any planned benefit change before it is adopted.

**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) for sworn officers and four hundred and forty dollars (\$440.00) for non-sworn staff. 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 as 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 (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.

### **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.

### **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."

### **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. City Support of Police Department**

The Union and City Recognize, support and value the Greenfield Police Department's ability to provide first response to criminal incidents, local response to calls for service, patrol, crime investigation, arrest of criminal suspects, execution of warrants, traffic enforcement, traffic direction and control, accident investigation, drug enforcement, parking enforcement, and crime prevention education.

- A. In recognizing the Departments need to strengthen crime prevention and control capabilities; to formalize essential management procedures; to establish fair and non-discriminatory personnel practices; improve service-delivery; solidify interagency cooperation and coordination; and boost citizen and staff confidence in the Police Department, the Union and City will immediately undertake the recruitment of a Police Chief to the Department.
- B. In order to ensure that department personnel have meaningful input in the selection of a Police Chief, the City agrees to establish a Selection Committee consisting of one or more officers from the department; interested members from the public and qualified law enforcement professional.
- C. The purpose of this Selection Committee will be to assist the City Manager in the appointment and selection of a Police Chief.

- D. The City acknowledges the Association's desire for a locally managed Police Department and the Police Officer's willingness to participate as a positive influence in the selection of the best candidate for Police Chief.
- E. The Association acknowledges that the City Manager has the sole and exclusive authority for the selection and employment of the Police Chief.
- F. In reliance on the City's commitment to immediately begin the recruitment and employment of a Police Chief and avoid a Declaration Impasse, the Union has agreed to drop its demand for salary and benefit parity with the City of Soledad Police Department. The city acknowledges the economic value of this concession and the Union's good faith reliance on the City's commitment to hire and employ a Police Chief.
- G. The union has committed its intent to file an Unfair Labor Practice with 60 days if the City fails to immediately begin the recruitment and employ a Police Chief as contemplated with the approval of this agreement.

#### **Article XII. Term**

The term of this Memorandum of Understanding shall commence on July 1, 2013 and shall expire on June 30, 2015. 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 XIII. 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 XIV. 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: September 9, 2013

Date: September 9, 2013

GREENFIELD POLICE  
OFFICERS' ASSOCIATION

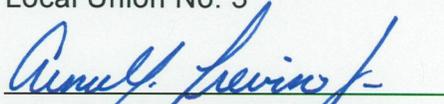
CITY OF GREENFIELD



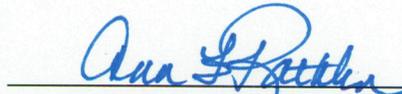
David Cariaga, Operating Engineers  
Local Union No. 3



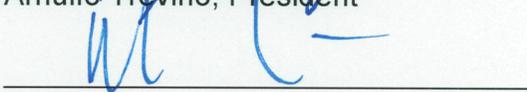
Susan A. Stanton, City Manager



Arnulfo Trevino, President



Ann Rathbun, City Clerk



Michael Rice, Bargaining Team member

**Greenfield Police's' Office Association Salary Schedule  
Appendix A**

	FY 2014 <u>Minimum</u>	FY 2014 <u>Maximum</u>	FY 2015 <u>Minimum</u>	FY 2015 <u>Maximum</u>
Police Officer I	4370	5312	4370	5312
Police Officer II	4825	5865	4825	5865
Police Officer III	5325	6472	5325	6472

*Revised and Corrected: 8/26/2013*