

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SALINAS
AND
THE FIRE SUPERVISORS ASSOCIATION**

SECTION 1 – PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (“City”) and the Fire Supervisors Association (“Association” or “FSA”). This Memorandum of Understanding applies to all regular personnel in Job Classifications found in Appendix A attached hereto (“Unit”). This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act (“MMBA”), and the City of Salinas Charter and Municipal Code.

SECTION 2 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City rights and employee rights as indicated under Municipal Code Chapter 25, Sections 31 and 32, and all applicable State or Municipal laws, the City Personnel Rules and Regulations and Personnel Manual, and the rights of the City Council are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum of Understanding. Further, the City reserves all the rights, powers, and authority customarily exercised by the City except as otherwise specifically designated or modified by express provisions of this Memorandum of Understanding.

SECTION 3 - PAST PRACTICES

The parties agree that this Memorandum of Understanding supersedes any past practice covered by this Memorandum of Understanding and any other written agreement between the parties prior to this Memorandum of Understanding.

SECTION 4 - NO DISCRIMINATION

The City and the Association will cooperate in pursuing a policy of no discrimination. Unit employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including wages, hours, and other terms and conditions of employment. No such employee shall be interfered with, restrained, coerced or discriminated against by the City or the Association because of his/her exercise of the rights established by law.

SECTION 5 - RECOGNITION MATTERS

A. Recognition

The Association has been recognized pursuant to the provisions and limitations of

Government Code Section 3500 through 3510 and the City Ordinance No. 2000 and Resolution No. 12542 as the recognized employee organization for full-time regular employees assigned to certain classifications designated in Appendix A. The Association shall have the right to represent said employees in all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment except that such right does not extend to meeting and conferring or consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

B. Dues Collection

The City agrees to continue to allow dues and other mutually agreed upon payroll deductions to be deducted from the pay of employees who voluntarily authorized such deductions in writing as certified by the Association to the City. Such deductions shall be made in a lump sum on a monthly basis and shall be so remitted to the Association. The City shall not deny consent for reasonable payroll deductions, nor shall the Association unreasonably request payroll deductions.

The Association shall indemnify and defend and hold the City of Salinas harmless against any claims made and against any suit instituted against the City of Salinas on account of collection of Association dues and other mutually agreed upon payroll deductions. In addition, the Association shall refund to the City of Salinas any amounts paid to it in error upon presentation of supporting evidence.

SECTION 6 - PAY RATES AND PRACTICES

A. Wages

Increases in base salary shall be as follows.

1. Three percent (3%) effective January 19, 2026, for all unit members.
2. One percent (1%) effective January 19, 2026, for the positions of Deputy Fire Chief and Fire Division Chief.

B. Special Assignment Pay

The City has established two categories of special assignment pay to replace the single category previously known as "working out of class."

1. Temporary Upgrade Pay (Special Assignment Pay While Working Out of Class). An employee who is assigned by the Fire Chief to all the duties of a position in a higher classification for a limited duration (up to 960 hours each fiscal year), while relieved of the duties of the employee's current position, shall receive a ten percent (10%) Temporary Upgrade Pay. Such pay shall be based on the employee's established base salary and shall be effective on the first day of such assignment.

2. Special Assignment Pay While Performing Additional Responsibilities. An employee who is assigned by the Fire Chief a significant increase in duties and responsibility in his/her classification may receive a ten percent (10%) special assignment pay. Such pay is authorized on recommendation of the Fire Chief with approval of the Human Resources Director. It may be paid for special assignments of not less than two (2) weeks nor more than three (3) months duration. The City Manager may approve additional special assignment pay beyond three (3) months for exceptionally difficult long-range assignments.

C. Residency Stipend

Employees who maintain their legal residence within the corporate limits of the City of Salinas shall receive a \$200/month residency stipend payable on a biweekly basis.

D. Educational Pay

Employees represented by the Association shall be eligible for educational pay (up to a maximum of fifteen percent (15%) of base pay) as follows. Such pay is effective in the first full pay period following the employee's submission of proof of certificate, license, and/or accreditation to Human Resources, and will be discontinued upon expiration or revocation of the certificate/license/accreditation.

1. Educational Incentive

An educational incentive is paid to employees for obtaining certificates through the Office of the State Fire Marshal of the State of California or the California Office of Emergency Services (CalOES) as follows.

State Certified Company Officer – five percent (5%)
State Certified Chief Fire Officer – five percent (5%)
State Certified Fire and Emergency Services Instructor I, II or III – five percent (5%)
State Certified Hazardous Materials Specialist/Technician – five percent (5%)

2. Paramedic Pay

Paramedic pay is paid to employees who obtain and maintain certification in auxiliary medical techniques, with proof of paramedic licensure through the California Emergency Medical Services Authority and paramedic accreditation through the County of Monterey, as follows.

State Licensed & County Accredited Paramedic – five (5%) percent

E. Bilingual Premium

A premium of five percent (5%) of base salary shall be paid to Association members assigned by management to routinely and consistently speak and use Spanish in the course of the employee's duties. This section is subject to administrative direction.

F. Longevity Pay

Unit employees who have attained ten (10) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of one percent (1%) of base salary, effective in the first full pay period following ratification and approval of this MOU. Unit employees who have attained fifteen (15) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of an additional one and a half percent (1.5%), effective in the first full pay period following ratification and approval of this MOU. Unit employees who have attained twenty (20) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of an additional five (5%) percent (capped at a total 7%) base salary in recognition of their time in service. No employee shall receive more than seven percent (7%) in longevity pay increases.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision Plan

Unit members will continue with medical coverage under the Peace Officers Research Association of California (“PORAC”) medical option.

1. Premiums

The City shall continue to pay full premium for dental and vision insurance coverage for each employee and eligible dependents. The dental and vision insurance programs shall be comparable in benefit to those currently in place.

Effective beginning in the first full pay period following approval of this MOU, the City will contribute toward monthly health benefits premiums in an amount equal to 94% of the premium for the plan and level of coverage the employee has selected, up to a maximum of 94% of the cost of the premium for the PERS PORAC plan.

The employee shall pay for premium costs above the City's contribution through payroll deductions.

Employees enrolled in the City's medical program under the California Public Employees' Medical and Hospital Care Act (“PEMHCA”) receive a contribution by the City equal to the statutory minimum monthly contribution under PEMHCA. The City contribution amounts described above shall include the PEMHCA statutory minimum contribution.

An employee may elect to waive the City's health insurance coverage, if the employee complies with the following conditions:

1. The employee and all individuals in the employee's tax family have alternative Minimum Essential Coverage as defined by the Affordable Care Act (ACA) through a provider other than Covered California; and
2. The employee provides affirmation or proof to Human Resources of the alternative Minimum Essential Coverage at hire, if applicable, and annually during the City's health insurance open enrollment period.

2. Retiree Participation

Unit members who retire from the City and qualify as "annuitants" under PEMHCA are enrolled by CalPERS in the applicable group health plan as a retiree. As required by applicable law, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

The City will pay the PEMHCA minimum contribution for annuitants. The City will also pay twenty-five (25%) percent or \$100 per month (whichever is less) of the medical insurance premium for employees retiring from the City who qualify as annuitants and who were hired as regular employees in the Salinas Fire Department before July 1, 2020. The City payment of the additional benefit beyond the PEMHCA minimum contribution shall be discontinued when the employee becomes eligible for Medicare coverage or after 10 years of payment, whichever is earlier.

B. Long Term Disability

The City shall contribute to the City sponsored Long Term Disability Plan the full cost of the 60% - no maximum monthly benefit program.

C. Life Insurance

The City shall provide term life insurance in an amount equal to the employee's annual base salary, up to \$150,000, for each employee represented in the Unit.

D. Tuition Assistance

An employee shall be allowed up to two thousand dollars (\$2,000) per fiscal year for educational expenses upon successful completion of an approved course of study and/or individual course of study approved by the Fire Chief and the Human Resources Director. Eligible expenses are defined as costs for classes that meet the following criteria:

- When possible, approval should be obtained prior to attending class. If prior approval is not practical, approval shall be obtained within thirty (30) days of

registration.

- Are directly related to an employee's job duties
- Receive college units, CEU credit, or are offered/presented by a bona fide, recognized firm or institution with direct knowledge or an experience in the curriculum offered
- For which class and study time are outside of the employee's work hours
- For which successful completion (academic grade of C or better or a certificate of completion) is provided. Reimbursement will not be made without such documentation.

Reimbursement for training classes, seminars and workshops that are not part of an academic course of study is limited to the cost of registration only. Expenses for lodging, meals, travel and other related expenses are not reimbursable under this program. Expenses for books, class fees, and/or class supplies for college classes that are part of an academic course of study will be eligible for reimbursement under this program.

E. Uniform Allowance

The City shall pay \$2,000.04 per calendar year for uniform replacement and maintenance. The uniform allowance will be paid at the rate of \$166.67 per month.

F. Callback

1. Emergency Callback (City Initiated, OES, and Mutual Aid Assignments)

Employees in all classifications represented by the Association shall be eligible for overtime compensation, at a time and one-half (1½) rate for emergency callback (with notice of less than 48 hours), subject to a minimum of one (1) hour of overtime callback compensation, except that no such minimum is owed if the City has notified the employee of cancellation of the callback at least two (2) hours prior to the reporting time.

The additional compensation shall be provided for all work hours other than those normally compensated by the City as regularly scheduled work time.

2. Regular Callback

a. Coverage of Battalion Chief Shifts

The Fire Chief or designee shall schedule regular callback to cover a vacant shift for the on-duty 56-hour Fire Suppression (line) Battalion Chief.

Off-duty Battalion Chiefs shall be first called to fill the vacant shift. Callback of off-duty Battalion Chiefs to cover another Battalion Chief's shift shall be compensated at the time and one-half (1½) rate, which can be taken in either pay or compensatory time.

b. Other Callback

Compensation for Battalion Chiefs called back for mandated training, required program management meetings as assigned by the Fire Chief, special events, and other required duties approved by the Fire Chief/City or designee shall be at straight time or as otherwise provided by law.

3. Rates for Covering Suppression Shifts

The regular callback rate for Battalion Chiefs scheduled to work 40 hours per week who are called to cover suppression shifts will be based on the hourly rate of the 56-hour Battalion Chief position (at the called back Battalion Chief's same step).

4. Compensatory Time

Compensatory time off, in lieu of overtime compensation, may accrue up to 80 hours for employees with a 40-hour workweek or 120 hours for employees with a 56-hour workweek. Compensatory time off does not accrue for working special events or grant-funded activities; any overtime will be paid.

5. Work Period

Pursuant to 29 USC section 207(k), for purposes of FLSA overtime, the work period for all eligible fire personnel, regardless of rank, is 24 days with a FLSA overtime threshold of 182 hours.

6. On-Call Pay for Chief Officers

The Fire Chief may assign a Chief Officer to be on-call (available to report to work in person promptly, while otherwise off-duty) on a rotating basis. Effective in the first full pay period of 2026 following approval of this MOU, a Chief Officer who is assigned to be on-call will receive on-call compensation in the amount of \$5.00 per hour of assignment, unless called in to work (in which case the employee is paid for the time worked instead). On-call pay is limited to weekdays after normal business hours (up to 14 hours per weekday) and to weekends (up to 24 hours per weekend day).

G. PERS - Retirement Plan

1. Classic Employees

The City shall provide the PERS 3% at 50 Plan to Unit members hired prior to July 1, 2011. Unit members hired on or after July 1, 2011, shall be provided with the PERS 3% at 55 Plan. Each classic employee contributes nine (9%) percent of the employee's compensation toward the cost of this retirement benefit as cost sharing.

PERS contributions contained in this paragraph shall be provided consistent with Government Code section 20516(f). Effective in the first full pay period following ratification and approval of this Agreement or as soon as administratively feasible thereafter, each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 10% employee pension contribution). Effective in the first full pay period in January 2018, each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 11% employee pension contribution). Effective in the first full pay period in January 2019, each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 12% employee pension contribution).

2. New Members

The formulas above do not apply to persons who are defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA"). The City shall provide the PERS 2.5% @ 57 Plan to all new members. New members shall contribute the employee contributions towards CalPERS as required under PEPRA.

SECTION 8 - LEAVE PROVISIONS

A. Holidays

1. Fixed Holidays	Date
New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
Lincoln's Birthday	February 12
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24

Christmas Day

December 25

2. Effective June 18, 2024, Cesar Chavez Day and Juneteenth are recognized holidays.
3. Every day appointed by the President or Governor for a public day of mourning, Thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.
4. Holiday Leave: For forty (40) hour personnel, eight (8) hours of time off with pay is granted on each of the holidays listed above. Holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on a Sunday are observed on the following Monday.
5. Holiday Pay: In recognition of the fact that fifty-six (56) hour personnel are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays, in lieu of receiving time off for holidays, employees on a 56-hour workweek will be paid 11.2 hours of pay for each of the holidays listed above. Subject to administrative direction, holidays are paid as additional pay during the pay period in which the holiday falls. Effective January 1, 2024, such employees will be paid 5.17 hours of pay each biweekly paycheck (134.4 hours per year), instead of 11.2 hours in the pay period in which the holiday falls. Effective June 18, 2024, such employees are paid 6.08 hours of pay each biweekly paycheck (156.8 hours per year). This pay consists of base pay plus any longevity pay, bilingual premium, temporary upgrade pay, special assignment pay (additional duties/responsibilities), certification premium pay, educational incentive (state certified company officer, chief fire officer, fire and emergency services instructor, hazardous materials specialist/technician), and paramedic pay.

B. Annual Leave

Annual Leave shall accrue incrementally over the course of a year to employees as follows:

	<u>56 hours</u>	<u>40 hours</u>
1st through 3rd year	224 hours	160 hours
4th through 5th year	280 hours	200 hours
6th through 10th year	314 hours	224 hours
11th through 15th year	353 hours	252 hours
16th through 17th year	372 hours	266 hours
18th through 19th year	392 hours	280 hours
20 th through 24 th year	412 hours	294 hours
25 th year or more	431 hours	308 hours

The maximum annual leave accrual cap per employee shall be 898 hours (for 56-hour employees)/678 hours (for 40-hour employees).

C. Bereavement Leave

Employees represented by the Association shall be entitled to leave with pay within three months of a death in the family. Personnel shall be entitled to four (4) days of leave, plus one unpaid day (for which an employee may use paid accrued leave). All provisions of the Personnel Manual regarding Bereavement Leave shall apply.

Family member includes:

Husband/Wife	Step-Child	Father/Mother-in-Law
Father/Mother	Step-Father/Mother	Brother/Sister-in-Law
Child	Grandparent	Step Father-in-Law
Brother/Sister	Grandchild	Step Mother-in-Law
	Legal Guardian	Registered Domestic Partner

D. Family & Medical Leave

In accordance with the California Family Rights Act and the federal Family and Medical Leave Act, the City of Salinas Family & Medical Leave Policy is detailed in Administrative Memorandum 94-1, as amended.

SECTION 9 - WORKING CONDITIONS

A. Grievance/Disciplinary Action Appeals Procedure

The Grievance/Disciplinary Action Appeals Procedure for employees in this Unit is set forth in the Personnel Manual. No employee shall suffer retaliation resultant from use of the procedure.

SECTION 10 – COMMITTEES

A. Safety Committee

The City and the Association shall cooperate in pursuing safe working practices. In the interest of increasing safety within City operations and consistent with existing City policy, the Association may appoint one (1) member to serve on any safety committee within the scope of Association representation. Recommendations of the Safety Committee shall be referred to the City Manager for review and action if deemed appropriate by the City Manager.

B. Deferred Compensation Committee

The City's Deferred Compensation Committee may include one (1) employee designated by the Association. The designated employee must be a participant in the City's Deferred Compensation Program with Trust Deed Program investments.

SECTION 11 – MISCELLANEOUS

A. Work Schedule

The Fire Chief and the Fire Supervisors Association have agreed on a Work Schedule. A copy of the “Work Schedule” is on file in the Fire Chief’s Office. The Work Schedule shall reflect a 56-hour workweek (currently 48/96) and a 40-hour workweek (which may be a 5/8 or 4/10 schedule) for on-duty Battalion Chief personnel.

B. Labor Management Committee

The Chief and the Human Resources Director will meet with FSA, at FSA’s request, in the context of the existing Labor Management Committee process to discuss policies and practices affecting FSA represented personnel.

C. Layoffs

The Layoff Policy for the Fire Supervisors’ Association is incorporated herein as Appendix B.

SECTION 12 – TERM

The term of this Memorandum of Understanding shall commence January 1, 2026, and shall expire December 31, 2026. Proposals for change and/or renewal, unless otherwise specified in this agreement, shall be submitted by October 1, 2026.

DATED _____

DATED _____

BY _____

René Mendez
CITY MANAGER
CITY OF SALINAS

BY _____

Alejandro Limon
PRESIDENT
FIRE SUPERVISORS ASSOCIATION

APPENDIX A

FSA With 3%														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
18	18.4521	Battalion Chief EMS/Trng-	72.3885	12,547	76.0081	13,175	79.8084	13,833	83.7988	14,525	87.9888	15,251	92.3882	16,014
18	18.4526	Battalion Chief EMS/Trng-	51.7062	12,547	54.2916	13,175	57.0062	13,834	59.8565	14,525	62.8492	15,251	65.9918	16,014
18	18.4506	Battalion Chief-40 Hours	72.3885	12,547	76.0081	13,175	79.8084	13,833	83.7988	14,525	87.9888	15,251	92.3882	16,014
18	18.4511	Battalion Chief-56 Hours	51.7062	12,547	54.2916	13,175	57.0062	13,834	59.8565	14,525	62.8492	15,251	65.9918	16,014
18	18.4516	BC/Fire Marshal	72.3885	12,547	76.0081	13,175	79.8084	13,833	83.7988	14,525	87.9888	15,251	92.3882	16,014
18	18.4501	Deputy Fire Chief	81.5010	14,127	85.5761	14,833	89.8549	15,575	94.3477	16,354	99.0651	17,171	104.0183	18,030
18	18.4531	Emergency Med Svcs Offc	61.9064	10,730	65.0018	11,267	68.2518	11,830	71.6644	12,422	75.2476	13,043	79.0101	13,695
18	18.4504	Fire Division Chief	76.9449	13,337	80.7921	14,004	84.8317	14,704	89.0732	15,439	93.5269	16,211	98.2033	17,022
FSA Additional 1%														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
18	18.4501	Deputy Fire Chief	82.3160	14,268	86.4319	14,982	90.7534	15,731	95.2911	16,517	100.0557	17,343	105.0585	18,210
18	18.4504	Fire Division Chief	77.7143	13,470	81.6000	14,144	85.6801	14,851	89.9640	15,594	94.4622	16,373	99.1853	17,192

APPENDIX B

CITY OF SALINAS LAYOFF POLICY FOR THE FIRE SUPERVISORS ASSOCIATION

I. POLICY

The City of Salinas, at its sole discretion, may layoff an employee due to a lack of work or lack of funds. The City shall inform affected employees and the Fire Supervisors Association (“FSA” or “Association”) regarding potential layoffs in a timely manner when the City becomes aware of potential layoffs.

The City shall utilize a Management committee, composed of administration and FSA representatives, to review potential layoffs and discuss alternatives to layoffs.

II. PROCEDURE

In the event of a reduction in workforce in the Fire Department, the City shall designate the classification(s) and position(s) to be eliminated. The City shall provide affected employees and the Association with a current seniority list for the positions affected, the reason for proposed layoffs, the effective date of layoffs, and a copy of this policy no later than thirty (30) days prior to the effective date of the layoffs. Additionally, affected employees shall be provided a summary of all accrued benefits and entitlement at least thirty (30) days prior to the effective date of layoffs.

Layoffs shall be made among all employees in the same classification in the following order:

1. Probationary new employees (excluding promotional probationary employees);
2. Regular employees.

III. SENIORITY DEFINED

For purposes of layoff, total seniority shall be defined as the length of continuous service in all regular positions within the City, as determined by City personnel records. Continuous service for purposes of determining seniority shall be defined to include work related injury leave of up to one (1) year duration or as otherwise required by law. Seniority in a specific classification shall be established by the length of service in that classification. For purposes of returning to previously held positions, seniority shall be defined as the length of service in that previously held classification in addition to length of service in the current classification and/or previously held promotions.

IV. LAYOFF BY CLASSIFICATION

The order of layoff within a classification shall be based exclusively on seniority, with the

employee with the least seniority in that classification being the first to be laid off.

V. PREVIOUSLY HELD POSITIONS

In the event that an employee is laid off, that employee shall have the right to return to (“bump”) any specific classification in the Fire Department in which the employee has served in regular status.

FSA members laid off who have previously served in classifications represented by IAFF in the City of Salinas shall have return rights to those classifications consistent with the IAFF and FSA layoff policies.

In the event that an employee has not served in another classification in the City of Salinas but has held a position in a classification in another California fire agency, that employee may be eligible for a vacant management classification in the City of Salinas Fire Department comparable to that in the fire agency referenced herein. For purposes of seniority in classification (grade), said employee shall be deemed to have the least seniority in classification (grade) of those employees serving in the classification following any layoff and/or “bumping” process.

In the event that an employee exercises his/her right to return to (“bump”) to a previously held classification, “bumping” shall be determined by seniority in the classification so that the employee with the least seniority in the classification shall “bump” to his/her previously held classification.

An employee must notify the City within five (5) working days after receipt of written notice of layoff of his/her desire to return to that classification.

VI. JOB COUNSELING AND OUTPLACEMENT SERVICES

It is the City’s intent to assist laid off employees through the transition from City service. To that extent, employees whose positions are proposed for reduction may schedule a meeting with a representative of the Human Resources Office. In addition to providing job counseling to employees facing layoff, the Human Resources Office will function as a clearinghouse for resources, information and referrals on outside employment, training opportunities, and potential re-employment opportunities with the City of Salinas.

VII. SEVERANCE PAY

Each laid off employee shall receive severance pay based on the following:

<u>Years of employment</u>	<u>Severance Pay</u>
Less than 6 years	1 week per year
6 years and over	6 weeks

In addition, if for any reason the City requires an employee to leave before the thirty (30) day notice period has passed, the City shall pay the employee the remainder of his/her salary and benefits for the thirty (30) day period.

VIII. HEALTH INSURANCE

Each employee is eligible to continue the City's group health insurance benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA sets the standards for continued benefit coverage.

IX. ACCRUED TIME

At the time of separation, each laid off employee shall be paid in full for all accrued paid time earned during the course of employment to include 100 percent of accrued management leave, annual leave, and compensatory time.

X. RE-EMPLOYMENT OF EMPLOYEES LAID OFF

The names of persons laid off under these procedures shall be maintained on a City re-employment list for the classification from which the employee was laid off and for those specific positions that an employee previously held in regular City service for a period of up to eighteen (18) month period from the date of layoff. When using a re-employment list to fill a position in a classification from which layoffs have occurred within the eighteen (18) month period, the City shall re-employ laid off employees from the list in reverse order of layoff. During the eighteen (18) month period, no new employee shall be hired for, nor shall any employee be promoted to, a classification from which layoffs have occurred until all employees on layoff status in that classification have been notified of the opportunity to return to work.

A laid off employee may be removed from the City re-employment list for any of the following reasons: 1) The expiration of eighteen (18) months from the date of layoff; or 2) Regular re-employment with the City; or 3) Failure to accept employment with the City; or 4) Failure to appear for a job interview after fourteen (14) days notification by U.S. Mail or email of such interview; or 5) Failure to respond within fourteen (14) days of available employment; or 6) Request in writing by the laid off employee to be removed from the list.

It is the responsibility of the laid off employee to advise the City Human Resources Office of any change in mailing and email addresses or phone number.

XI. RESTORATION OF BENEFIT FOR RECALLED EMPLOYEES

Any employee who has been laid off and is hired from a City reemployment list under the terms of this article within eighteen (18) months from the date of layoff shall be entitled to: 1) Restoration of regular status or, for employees who have not completed their probationary period, credit for that portion of service which has been completed; and 2) Restoration of any accrued time lost due to layoff; and 3) Credit for all years of service for the purpose of determining seniority and benefits; and 4) Placement in the same step of the salary range in accordance with Municipal Code Section 25-4(g).

XII. ELIGIBILITY OF CITY PROMOTIONAL EXAMINATIONS

In an effort to re-employ laid off employees, the City will temporarily suspend (for a period of eighteen (18) months from the effective date of layoff) the City's promotional policy in order to allow employees on the re-employment list the opportunity to compete in closed, promotional exams. All employees on a reemployment list will receive notice of any promotional opportunity within the City service. Further, during the temporary suspension of this rule, if only one qualified employee on the re-employment list submits an application for the promotional exam, such exam shall remain in-house. If the one promotional applicant fails the examination, the exam may then be posted as an open recruitment and outside applications invited.

The City shall mail or email notices of all promotional examination opportunities to employees in a laid off status for a period of eighteen (18) months or provide other electronic access to promotional job announcements/lists.

In the event that a laid off employee is appointed to City service through a promotional exam process, the employee shall be hired as a probationary employee and will receive credit for all prior service for purposes of determining seniority and benefits; and the employee shall be placed in the salary range in accordance with Municipal Code Section 25-4(g).

XIII. APPEAL PROCEDURE

An employee directly affected by the operation of this policy may, within five (5) working days after notice of layoff is received, request a meeting with the Fire Chief to review the application of this policy as it affects the employee's status. The employee may be accompanied by the representative of his/her choice.

If the employee is not satisfied with the review provided by the Fire Chief, a further review of the applications of the layoff policy may be requested by the employee with the Human Resources Director. The determination of the Human Resources Director may be appealed to the City Manager. Such appeal must be filed with the City Manager within three (3) working days of the Human Resources Director's determination.

Appeals shall be limited to the following:

1. Seniority;
2. Interpretations of the employee's right to return to a specific position in the City; and
3. The employee's current classification.

XIV. DEFINITIONS

Position - A group of duties and responsibilities assigned to one employee.

Classification - A group of positions with the same job title having similar duties, responsibilities, and qualifications.