

**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 may from time to time adopt rules and regulations relating to the administration of this dues collection provision. 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

Unit members shall receive increases in base salary as follows.

1. Four percent (4%) effective as of February 20, 2023.
2. Two percent (2%) effective in the first full pay period of January 2024.
3. Two percent (2%) effective in the first full pay period of January 2025.

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 vacant position in a higher classification for a limited duration (up to 960 hours each fiscal year), during recruitment for a regular appointment to the vacant position, 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. Certification Premium Pay

Employees represented by the Association shall be eligible for Certification Premium Pay (up to a maximum of fifteen percent (15%) of base pay) for obtaining certificates through the Office of the State Fire Marshal of the State of California or the California Office of Emergency Services (CalOES) or licenses through the California Emergency Medical Services Authority as follows:

- State Certified Company Officer – five percent (5%)
- State Certified Chief Fire Officer – five percent (5%)
- State Certified Instructor I, II or III – five percent (5%)
- State Licensed Paramedic – five (5%) percent
- State Certified Haz Mat Specialist/Technician – five percent (5%)

Certification Premium Pay will be discontinued upon expiration of the certificate/license unless timely proof of recertification or licensure renewal is submitted.

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 a language other than English in the course of the employee's duties before January 3, 2017; this 5% premium is grandfathered for employees receiving such premium before January 3, 2017. An employee who is awarded a bilingual premium on or after January 3, 2017, will be paid

\$75 per pay period. 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 95% of the premium for the plan and level of coverage the employee has selected, up to a maximum of 80% of the cost of the premium for the PERS Platinum plan. In the event that PERS changes the Platinum name, the parties agree to reopen this provision.

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.

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 on January 1 of each year for each employee represented in the Unit.

D. Tuition Assistance

An employee shall be allowed up to one thousand dollars (\$1000) 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 twelve hundred (\$1200) per calendar year for uniform replacement and maintenance. The uniform allowance will be paid at the rate of \$100 per month.

F. Educational Incentive

Effective as of February 20, 2023, the educational incentive is eliminated and incorporated into the salary schedule as shown at Appendix A.

G. 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 as of February 20, 2023, a Chief Officer who is assigned to be on-call will receive on-call compensation in the amount of \$3.00 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).

H. 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 |
| | Memorial Day | Last Monday in May |
| | 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. 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.
 3. 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.
 4. 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 at straight time each biweekly paycheck (134.4 hours per year), instead of 11.2 hours in the pay period in which the holiday falls. This pay consists of base pay plus any longevity pay, bilingual premium, special assignment pay, certification premium pay, and educational incentive.

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 30 days of a death in the family. Forty (40) hour personnel shall be entitled to four (4) days of leave. Fifty-six (56) hour personnel shall be entitled to two (2) shifts, equivalent to forty-eight (48) hours, or four (4) shifts following the death of a husband/wife or registered domestic partner, child/step-child, or father/mother. 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
Child	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, 2023, and shall expire December 31, 2025. Proposals for change and/or renewal, unless otherwise specified in this agreement, shall be submitted by October 1, 2025.

DATED_____

DATED_____

BY_____
STEVE CARRIGAN, CITY MANAGER
CITY OF SALINAS

BY_____
SKYLAR THORNTON, PRESIDENT
FIRE SUPERVISORS ASSOCIATION

APPENDIX A

Current												
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
Administrative Fire Captain	53.7390	9,315	56.4192	9,779	59.2417	10,269	62.2071	10,783	65.3223	11,323	68.5866	11,888
Battalion Chief EMS/Trng-40 Hour	63.1409	10,944	66.2914	11,491	69.6061	12,065	73.0920	12,669	76.7484	13,303	80.5906	13,969
Battalion Chief EMS/Trng-56 Hour	45.1006	10,944	47.3511	11,491	49.7187	12,065	52.2085	12,669	54.8191	13,303	57.5645	13,969
Battalion Chief-40 Hours	63.1409	10,944	66.2914	11,491	69.6061	12,065	73.0920	12,669	76.7484	13,303	80.5906	13,969
Battalion Chief-56 Hours	45.1006	10,944	47.3511	11,491	49.7187	12,065	52.2085	12,669	54.8191	13,303	57.5645	13,969
BC/Fire Marshal	63.1409	10,944	66.2914	11,491	69.6061	12,065	73.0920	12,669	76.7484	13,303	80.5906	13,969
Deputy Fire Chief	71.3167	12,362	74.8810	12,979	78.6303	13,629	82.5650	14,311	86.6923	15,027	91.0261	15,778
Emergency Med Svcs Offcr	53.7390	9,315	56.4192	9,779	59.2417	10,269	62.2071	10,783	65.3223	11,323	68.5866	11,888
Add Educational Incentive												
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
Administrative Fire Captain	55.5475	9,628	58.3249	10,110	61.2411	10,615	64.3032	11,146	67.5184	11,703	70.8943	12,288
Battalion Chief EMS/Trng-40 Hour	64.9530	11,259	68.2007	11,821	71.6107	12,413	75.1912	13,033	78.9508	13,685	82.8983	14,369
Battalion Chief EMS/Trng-56 Hour	46.3951	11,259	48.7149	11,821	51.1506	12,413	53.7081	13,033	56.3935	13,685	59.2132	14,369
Battalion Chief-40 Hours	64.9530	11,259	68.2007	11,821	71.6107	12,413	75.1912	13,033	78.9508	13,685	82.8983	14,369
Battalion Chief-56 Hours	46.3951	11,259	48.7149	11,821	51.1506	12,413	53.7081	13,033	56.3935	13,685	59.2132	14,369
BC/Fire Marshal	64.9530	11,259	68.2007	11,821	71.6107	12,413	75.1912	13,033	78.9508	13,685	82.8983	14,369
Deputy Fire Chief	73.1294	12,676	76.7859	13,310	80.6252	13,975	84.6565	14,674	88.8893	15,407	93.3338	16,178
Emergency Med Svcs Offcr	55.5475	9,628	58.3249	10,110	61.2411	10,615	64.3032	11,146	67.5184	11,703	70.8943	12,288
COLA 4%												
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
Administrative Fire Captain	57.7694	10,013	60.6579	10,514	63.6907	11,040	66.8753	11,592	70.2191	12,171	73.7301	12,780
Battalion Chief EMS/Trng-40 Hour	67.5511	11,709	70.9287	12,294	74.4751	12,909	78.1988	13,554	82.1088	14,232	86.2142	14,944
Battalion Chief EMS/Trng-56 Hour	48.2509	11,709	50.6635	12,294	53.1966	12,909	55.8564	13,554	58.6492	14,232	61.5817	14,944
Battalion Chief-40 Hours	67.5511	11,709	70.9287	12,294	74.4751	12,909	78.1988	13,554	82.1088	14,232	86.2142	14,944
Battalion Chief-56 Hours	48.2509	11,709	50.6635	12,294	53.1966	12,909	55.8564	13,554	58.6492	14,232	61.5817	14,944
BC/Fire Marshal	67.5511	11,709	70.9287	12,294	74.4751	12,909	78.1988	13,554	82.1088	14,232	86.2142	14,944
Deputy Fire Chief	76.0546	13,183	79.8573	13,842	83.8502	14,534	88.0428	15,261	92.4449	16,024	97.0672	16,825
Emergency Med Svcs Offcr	57.7694	10,013	60.6579	10,514	63.6907	11,040	66.8753	11,592	70.2191	12,171	73.7301	12,780

**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.