

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

~~July 1, 2009~~

July 1, 2011 to December 31, 2013

TABLE OF CONTENTS

SECTION NUMBER	SUBJECT	PAGE NUMBER
1	Preamble	1
2	No Abrogation of Rights	1
3	Past Practices	1
4	No Discrimination	1
5	Recognition Matters	2
	A. Recognition	
	B. Dues Collection	
6	Pay Rates and Practices	2-3
	A. Wages	
	B. Special Assignment Pay	
	C. Residency Stipend	
	D. Certification Premium Pay	
	E. Bilingual Pay	
	F. Longevity Pay	
7	Benefits	3-9
	A. Health, Dental, and Vision Plan	
	B. Biennial Physical Examination	
	C. Long Term Disability	
	D. Life Insurance	
	E. Tuition Assistance	
	F. Management Leave	
	G. Uniform Allowance	
	H. Educational Achievement Incentive	
	I. Callback	
	J. Physical Fitness/Wellness Program	
	K. PERS Retirement	
	L. Retirement Health Savings Account	
	M. <i>Retirement Incentive Program</i>	
8	Leave Provisions	9-11
	A. Holidays	
	B. Annual Leave	
	C. Retirement Payoff of Unused Sick Leave	
	D. Bereavement Leave	
	E. Family & Medical Leave	

9	Working Conditions	11
	A. Grievance Procedure	
10	Committees	11-12
	A. Safety Committee	
	B. Deferred Compensation Committee	
11	Miscellaneous	12
	A. Work Schedule	
	B. Labor Management Committee	
	C. Layoffs	
	D. American Disabilities Act	
12	Term	13
13	Appendices	
	A. Job Classification - Salary Schedule	14
	B. American Disabilities Act	15
	C. Layoff Policy	16-21

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

SECTION 1 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (hereafter referred to as the City) and the Fire Supervisors Association (hereinafter referred to as the Association). Employee defined for the purpose of this Memorandum of Understanding shall mean all regular personnel in Job Classifications found in Appendix A attached hereto. This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California otherwise know as the "MMB" Act, 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 Chapter 25, Sections 31 and 32, and all applicable State or Municipal laws, the City Personnel Rules and Regulations, 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 but does not affect any other written Agreement agreed to by the parties not addressed in this Memorandum of Understanding. Such prior written Agreements shall continue in full force unless they no longer apply.

SECTION 4 - NO DISCRIMINATION

The City and the Association will cooperate in pursuing a policy of no discrimination and affirmative action. 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 on a form provided by the Association and approved by 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

In order to maintain the spread between the IAFF 1270 classifications and Fire Supervisory Association classifications, the City will match any wage increase provided to the IAFF through an Memorandum of Understanding (MOU) or arbitrated decision effective the date of the IAFF MOU or arbitrated decision without retroactivity to Fire Supervisory Association members.

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. **Special Assignment Pay While Working Out of Class.** An employee who is assigned by the Department Director to perform a majority of the duties of a higher classification shall receive a ten percent (10%) Special Assignment Pay. Such pay shall be based on the employee's established 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 Department director 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 Department Director with approval of the City Manager. 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 (to a maximum of fifteen (15%) percent as follows:

State Certified Fire Officer – five (5%) percent
State Certified Chief Officer– five (5%) percent
State Certified Fire Instructor – five (5%) percent
State Certified Paramedic – five (5%) percent
State Certified HazMat – five (5%) percent

E. Bilingual Pay

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

F. Longevity Pay

Employees who have attained twenty (20) years of service with the City of Salinas Fire Department shall permanently receive a longevity pay incentive of an additional five (5%) percent base salary in recognition of their time in service.

G. Court Pay

Employees subpoenaed to appear in court to testify in a job-related court case during off duty hours shall be compensated at a minimum of two hours at time and one-half (1 ½) or time and one-half (1 ½) for actual hours in court, whichever is greater.

H. Compensatory Time Accrual

The maximum compensatory time accrual for employees represented by the Fire Supervisors Association shall be eighty (80) hours for Deputy Chief and 96 hours for Battalion Chief.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision Plan

~~*Effective 7/01/09 employees will pay the amount equal to seven and one-half percent (7.5%) of his/her salary towards the premium amount for health insurance. This provision will sunset on 7/01/11.*~~

Effective 7/01/2011 employees will pay the amount equal to six percent (6%) of his/her salary towards the premium amount for health insurance. This provision will sunset on 10/01/2013.

Additionally, the City agrees to work with FSA bargaining unit to transfer the entire unit membership for existing PERSCchoice medical option offered by CalPERS medical coverage to the PORAC medical option.

1. Premiums:

The City shall continue to pay full premium for all health, dental, and vision insurance coverage for each employee based on the coverage required for the individual current family status. The health insurance premium shall be based on the least cost PERS health insurance program available in Monterey County. The least cost PERS Health insurance program available in Monterey County during the term of this Agreement is the PERS Choice program. The dental and vision insurance programs shall be comparable in benefit to those currently in place.

2. Retiree Participation

a. Normal Service Retirement – City Premium Payment

The City will pay twenty-five (25%) percent of premium or \$100 per month (whichever is less) of the employee and spouse medical insurance premium for employees retiring from the City on or after September 29, 1995 with a normal service retirement, and continuing in a normal service retirement

years of service and age and excludes disability retirement or any retirement based on disability or issues other than years of service. City payment for both the employee and his/her spouse shall be discontinued when the employee becomes eligible for Medicare coverage. If the spouse becomes eligible for Medicare before the employee, only the City payment for the spouse shall be discontinued.

B. Biennial Physical Examination

The City will provide a regular employee in this unit with a physical examination for preventative health measures. The employee shall be eligible for the first such physical twenty-four (24) months from the date of regular hire and every twenty-four (24) months thereafter while he or she remains in regular employ. Employees forty years of age and older shall be eligible for physical examination every eighteen (18) months.

The City will pay for usual and customary costs for the biennial office exam and for the normal associated lab work as outlined in the biennial medical exam form for the employee's occupation.

Additional testing or examination resulting from abnormal findings of the biennial exam shall be submitted by the employee to the employee's medical plan and coverage will be subject to the terms of the medical plan. When the employee is in an occupation requiring additional testing or examination because of legislation or a court of competent jurisdiction determination, coverage for such testing/examination will be provided under the biennial exam.

C. 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.

D. 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.

E. Tuition Assistance

This program shall be suspended for two fiscal years, beginning July 1, 2011 thru June 30, 2013.

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 Officer. Eligible expenses are defined as costs for classes that meet the following criteria:

- Approval is obtained prior to attending class

- 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.

F. Management Leave

Subject to administrative direction, Battalion Chiefs shall receive seventy-nine and one-half (79.5) hours of management leave per year. The Deputy Fire Chief shall accrue a total of eighty (80) hours per calendar year.

Management Leave will be suspended for FSA unit members for two full calendar years, beginning on January 1, 2012. This provision will sunset on December 31, 2013.

G. 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.

H. Educational Achievement Incentive

The City shall pay the required PERS contribution on the monthly benefit program and the one-time benefit program. The City shall make all appropriate deductions as required by Federal and State law. Employees may participate in the monthly benefit program or the one-time payment program, but not both.

1. Monthly Benefit Program

Subject to administrative direction, unit employees may be eligible to receive the monthly benefit under the Educational Achievement program.

- a. Level One Standard (\$60 per month)

Administration
with Salinas Fire

1. Excellence of performance, as endorsed by the Fire Chief
2. Bachelor's degree in Fire Science, Fire Engineering, Public or directly related field and two (2) years of service Department

OR

and

Associate of Arts degree in Fire Science, (or 90 units of college credit) four (4) years of service in the Salinas Fire Department
OR

60 units of college credit and six (6) years of service in the Salinas Fire Department

OR

Fire

30 units of college credit and eight (8) years of service in the Salinas Department

b. Level Two Standard (\$120 per month)

four

1. Excellence of performance, as endorsed by the Fire Chief
2. Master's degree in Public Administration or directly related field and (4) years experience in the Salinas Fire Department

OR

six

Bachelor's degree in Public Administration or directly related field and (6) years of experience in the Salinas Fire Department

OR

and

Associate of Arts degree in Fire Science (or 90 units of college credit) nine (9) years of experience in the Salinas Fire Department

OR

60 units of college credit and twelve (12) years of experience in the Salinas Fire Department

2. One Time Benefit Program

for

- a. A new employee must have attained 5th step of the salary range to be eligible the one-time benefit program.

- b. A one-time benefit of \$2,000 shall be paid to an employee who attains an AA/AS degree. Payment shall be made during the month of December of the year in which the degree is bestowed.
- c. A one time benefit of \$5,000 shall be paid to an employee who attains a BA/BS degree, provided however, that an employee who has received the one time benefit of \$2,000 pursuant to the above subsection or who is receiving \$25 per month for an AA/AS Degree shall receive \$3,000 for the BA/BS degree. Payment shall be made during the month of December of the year in which the degree is bestowed.
- d. An employee who has received the one time benefit for a degree is no longer eligible for payment for that same degree regardless of his/her rank or bargaining unit membership.

I. Callback

1. Emergency Callback

a. City Initiated Assignments:

Employees in all classifications represented by the Association shall be eligible for overtime compensation at a time and one half (1-1/2) rate for emergency callback, subject to a minimum overtime callback compensation of two (2) hours (3 hours compensation).

b. State OES Initiated Assignments

Employees in all classifications represented by the Association shall be eligible for additional compensation based on the employee's hourly rate (calculated on a 56 hour work week schedule) at time and one-half for all State OES initiated out-of town assignments. The additional compensation shall be provided for all work hours other than those normally compensated by the City as regular work time. The additional compensation shall be in addition to regularly scheduled work time compensation.

2. Regular Callback

It is the intent of the City and the bargaining unit to establish a regular callback procedure for vacant Battalion Chief positions (due to sick leave, annual leave, and similar non-emergency occurrences) so that off-duty Battalion Chiefs shall be the first called to fill the vacancy. Callback shall be compensated at straight time.

J. Physical Fitness/Wellness Program

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. One (1) floating holiday per calendar year.
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. For forty (40) hour personnel, holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on a Sunday are observed on the following Monday.
5. For fifty-six (56) hour personnel, holidays shall equal 11.2 hours. Subject to administrative direction, holidays are paid as additional pay during the pay period on which the holiday falls. The floating holiday shall be paid as additional pay during the pay period that includes October 4.

B. Annual Leave

1. Annual Leave shall accrue to employees as follows:

	<u>56 hours</u>	<u>40 hours</u>
1st through 3rd year	212 hours	160 hours
4th through 5th year	265 hours	200 hours
6th through 10th year	297 hours	224 hours
11th through 15th year	334 hours	252 hours
16th through 17th year	353 hours	266 hours
18th through 19th year	371 hours	280 hours
20 th through 24 th year	390 hours	294 hours
25 th year through retirement	408 hours	308 hours

The maximum annual leave accrual per employee shall be 898 hours/678 hours.

C. Retirement Payoff of Unused Sick Leave

A retiring employee is entitled to receive payment for twenty percent (20%) of their accumulated sick leave balance upon normal (not early or disability) retirement or ten percent (10%) for other than a normal retirement. Payments will be made at the employee's established hourly rate of pay.

D. Bereavement Leave

Employees represented by the Association shall be entitled to leave with pay for a death in the family. Forty (40) hour personnel shall be entitled to four (4) days of leave. Fifty-three (53) hour personnel shall be entitled to two (2) shifts, equivalent to forty-eight (48) hours. All provisions of the Personnel Rules and Regulations regarding Bereavement Leave (Section 11.8) 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	

E. 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, effective February 1, 1994.

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 Rules and Regulations. No employee shall suffer retaliation resultant from use of the procedure.

The procedures for grievances and disciplinary appeals shall be amended so that the action of the Grievance Board shall be directly appealable to the City Council. The Grievance Board will no longer provide advisory recommendations to the City Manager in grievances and disciplinary appeals.

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. The rotation policy (six-month rotation, 1 year term)

shall apply. Recommendations of the Safety Committee shall be referred to the City Manager for review and action if deemed appropriate by the City Manager.

The City Manager shall appoint a "Facility Safety Committee" comprised of at least one (1) Association representative from the City Hall Building and the Public Safety Building.

Each Department Director with operations outside of the City Hall Building and the Public Safety Building shall appoint a Safety Committee.

The purposes of the Safety Committee are as follows:

1. To review accidents which occurred since the last meeting of the Safety Committee and to recommend corrective action.
2. To develop and implement an accident prevention program.
3. To develop and implement a recognition program for personnel who achieve accident free records or who make significant contributions to the Safety Program.
4. To serve as Liaison between management, the Safety Committee, and the work-group members and provide a conduit of information about safety.
5. To discuss safety before an accident occurs instead of after the accident.

The Safety Committees will meet at least quarterly and will provide copies of the minutes of each meeting to the City Manager.

B. Deferred Compensation Committee

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

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 fifty-six (56) hour workweek for on-duty Battalion Chief personnel.

The members of the Fire Supervisors group agree to transition to the proposed 48/96 work schedule for shift battalion chiefs consistent with the City's agreement with IAFF local 1270.

B. Labor Management Committee

B. Labor Management Committee

The City will meet with FSA in the context of the existing Labor Management Committee process to discuss budget and finance issues affecting City operations and FSA represented personnel.

C. Layoffs

The Layoff Policy for the Fire Supervisors' Association is incorporated herein as Appendix C.

D. American Disabilities Act

Language consistent with Federal and State regulations included in the American Disabilities Act shall be included in an addendum to this Memorandum of Understanding.


E. Most Favored Nations:

The City agrees that, if, during the term of this Agreement, any other bargaining unit is granted a general salary or benefit increase or any economic enhancement to their overall compensation or benefits or has any compensation or benefit reduction incurred or concession they have made restored to them, then the parties will reopen negotiations to negotiate on the subject of whether to restore more favorable or less detrimental economic terms for the Salinas FSA. The City also agrees that if it negotiates terms with another bargaining unit that provides for cost savings to the City in an amount less than those agreed to by the Salinas FSA as a percentage of total compensation (ie. All salary and benefit costs) in any fiscal year of this Agreement, then the parties will reopen negotiations to negotiate on the subject of the more favorable or less detrimental total economic package for the Salinas FSA. In order to comply with this provision, throughout the term of this Agreement, the City agrees to provide terms, conditions and specific details (including, but not limited to costing) on all terms related to salaries, compensation and benefits of other bargaining units and individual employees upon request by FSA.


SECTION 12 - TERM

The term of this Memorandum of Understanding shall commence ~~July 1, 2009~~ July 1, 2011 and shall expire ~~June 30, 2011~~ December 31, 2013. Proposals for change and/or renewal shall be submitted by ~~May 1, 2009~~.

DATED _____

BY  _____
ARTIE FIELDS, CITY MANAGER
CITY OF SALINAS

DATED  _____

BY  _____
JESSE PINON, PRESIDENT
FIRE SUPERVISORS ASSOCIATION

APPENDIX A

**JOB CLASSIFICATION - SALARY SCHEDULE
AS OF JULY 1, 2008**

Classification	Comp Code	Range	B U	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Safety - Fire Supv									
O04 Deputy Fire Chief	7706	56.9	L	10005	10505	11031	11583	12162	12770
O31 BC/Fire Marshal	7706	54.4	L	8858	9300	9765	10254	10767	11306
O10 Battalion Chief	7706	54.4	L	8858	9300	9765	10254	10767	11306
O33 Battalion Chief EMS/Trng	7706	54.4	L	8858	9300	9765	10254	10767	11306

APPENDIX B

General Provision Regarding Americans With Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the City and the Association agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice nor shall it be used or cited as past practice in any grievance procedure.

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss alternatives to disregarding the Agreement.

**CITY OF SALINAS
LAYOFF POLICY FOR THE FIRE SUPERVISORS' ASSOCIATION**

I. POLICY

It is the intention of the City of Salinas to provide a layoff policy that insures fairness and objectivity to all City employees as well as the best opportunity for a transition to re-employment.

The City of Salinas, at its sole discretion, may layoff an employee due to the lack of work or lack of funds. The City shall inform affected employees and the Fire Supervisor's Association (FSA) 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 work force in the Fire Department, the City shall designate the classification(s) and position(s) to be eliminated. The City shall provide affected employees and 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 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 to one (1) year duration. 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 with due consideration to reclassifications, job descriptions and changes in titles of the position previously held.

In the event that layoffs occur within classifications represented by the Fire Supervisors' Association, IAFF recognizes and accepts that 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 shall have the right to 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 Personnel Office. In addition to providing job counseling to employees facing layoff, the Personnel 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 - 10 years	6 weeks
11 - 15 years	7 weeks
16 - 17 years	8 weeks
18 - 19 years	9 weeks
20 - 24 years	10 weeks
25 years and over	11 weeks

In addition, if for any reason the City requests 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 group health insurance benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) with the City's group health plan for a period of 12 months following the date of separation. For laid off employees, the City will pay the full premium amount for the level of health insurance coverage in force on the date of separation for a period of 12 months.

If a laid off employee elects this coverage, the benefit will continue until whichever of the following events occurs first:

- Expiration of 12 months from the date of separation.
- Employee becomes covered under any other group health plan as an employee or dependent. If the laid off employee fails to notify the City of such coverage, the City may immediately terminate group coverage under COBRA and take action to recover the City's costs for the period of time of dual eligibility.
- Employee or covered dependent becomes eligible for Medicare.

The "Election of Benefit" form must be signed and returned to the Personnel/Risk Management Office no later than 5:00 p.m. on the final date of employment or rights to City-paid premium will terminate.

This coverage falls within the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). Coverage beyond the 12 months of City-paid premiums may be continued at employee expense, subject to the guidelines and imitations of the COBRA provisions.

For purposes of this policy, health insurance is defined to be inclusive of City health, vision, dental, and EAP program.

IX. ACCRUED TIME

At the time of separation, each laid off employee shall be paid in full for all accrued time earned during the course of employment to include 100 percent of accrued annual leave and 50 percent of accrued sick leave.

X. FLEXIBLE COMPENSATION PLAN

Any employee receiving notice of layoff who has previously received a benefit under the "flexible compensation plan" shall under no circumstances be required to reimburse the City for the benefit already paid.

XI. 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 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 nor shall any employee be promoted to a classification from which layoffs have occurred until all employees on layoff status in that classification have had 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 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 Personnel Office of any change in address or phone number.

XII. RETRAINING

It is the City's intent to consider on-the-job training programs for laid off employees or employees who have received notification of proposed layoffs who may be interested in transitioning to other available positions within the City for which they may or may not be fully qualified.

If an employee's qualifications are judged to meet the minimum desirable qualifications as outlined in the job description, or in the opinion of the Personnel Officer and Department Director it is reasonable to expect the employee to meet the minimum desirable qualifications within a 90 calendar day period of on-the-job training, the City will consider that laid off

employee prior to any other employee or applicant.

In the event that there is more than one laid off employee who is considered for retraining, the laid off employee who has greater seniority will be given first priority for consideration of the on-the-job training opportunity.

XIII. 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:

Restoration of regular status or, for employees who have not completed their probationary period, credit for that portion which has been completed shall be given; and

Restoration of any accrued time lost due to layoff; and

Credit for all years of service for the purpose of determining seniority and benefits; and

Placement in the same step of the salary range the employee held at the time of layoff.

XIV. 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) Section 5.3 of the Personnel Manual relating to 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 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 notices of all promotional examination opportunities to employees in a laid off status for a period of eighteen (18) months. This provision shall be satisfied by the City depositing in U.S. Mail copies of the promotional examination announcement no less than ten (10) working days prior to the closing date of the application for the promotional examination.

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 at a step that is closest to the salary that he/she received prior to layoff.

XV. 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 employees 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 City Manager. The determination of the City Manager may be appealed to the City Council. Such appeal must be filed with the City Clerk within three (3) working days of the City Manager'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 in which the employee has served in regular status with due consideration to reclassifications, job descriptions and changes in titles of the position previously held; and
3. The employee's current classification.

XVI. 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.

RESOLUTION NO. 20044 (N.C.S.)

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

WHEREAS, the City of Salinas has met and conferred in good faith with the bargaining unit of the Fire Supervisors Association (FSA); and

WHEREAS, City of Salinas employees represented by the Fire Supervisors Association approved the modified and amended Memorandums of Understanding reached during the good faith meet and confer process;

NOW, THEREFORE, the Council of the City of Salinas does hereby approve the attached modified and amended Memorandum of Understanding to be effective for the period of July 1, 2011 through December 31, 2013.

PASSED AND ADOPTED THIS 21st DAY OF JUNE 2011

AYES: Councilmember: Barrera, Craig, De La Rosa, Lutes, McShane, Sanchez and Mayor Donohue

NOES: None

ABSENT: None

APPROVED:


Dennis Donohue, Mayor

ATTEST:


Ann Camel, City Clerk