

**AT WILL EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF HUNTINGTON BEACH AND**

_____[NAME]

THIS AGREEMENT made and entered into this _____ day of _____, 2_____, by and between the City of Huntington Beach, a charter city and a California municipal corporation organized and existing under the Constitution and laws of the State of California, (hereinafter "City") and _____ (hereinafter "Ambulance Operator" or "Employee").

WHEREAS, in order to better provide for the health, safety and welfare of the citizens of Huntington Beach, the City provides detailed control over the daily operations of the City's emergency transport operations, including "in-house" deployment of ambulances, ownership and control over equipment and supplies; supervision and control over employee selection and assignments, and operations; and

It is the desire of the City to employ a well qualified and motivated Ambulance Operator for a limited time. As such, the City created an "at-will" Ambulance Operator position; and

The City is willing to assume various costs associated with the examination, interviewing, and investigation of prospective Ambulance Operators and the provision of uniforms and equipment, training, and salary during training for newly-hired Ambulance Operators; and

It is the desire of the City to provide certain specific benefits, establish certain conditions of employment, and to set working conditions of the Ambulance Operator; and

The City desires to employ [NAME]_____ as an at-will Ambulance Operator for the City of Huntington Beach; and

[NAME]_____ desires to accept employment as an at-will Ambulance Operator of the City,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

- A. Ambulance Operator agrees that he or she possesses the minimum qualifications and will perform the functions and duties set forth in Exhibit A (attached hereto and incorporated herein by reference), and will perform all other legally permissible duties and functions as the Fire Chief shall from time to time assign.

Ambulance Operator acknowledges and agrees that the work schedule may involve twenty-four (24) hour shifts or other shifts as determined by the Fire Chief pursuant to Section 4 herein.

Ambulance Operator acknowledges and agrees that he or she shall not be considered a firefighter or public safety employee. Ambulance Operator shall not perform public safety duties including, but not limited to, fire prevention, fire suppression, technical rescue, or the staffing of fire apparatus.

The Ambulance Operator shall devote his/her full attention and effort to the tasks and duties set forth herein and perform the mentioned duties and tasks in a professional manner.

B. City agrees:

- (1) to administer various examinations, background checks, and/or any other pre-employment screening at the sole discretion of the Fire Chief, in order to determine whether Ambulance Operator is an appropriate candidate for employment as an Ambulance Operator for the City;
- (2) to provide Ambulance Operator with any uniforms, tools and equipment as the Fire Chief, in his sole discretion, deems appropriate;
- (3) to provide Ambulance Operator such training and instruction as the Fire Chief, in his sole discretion, deems appropriate;
- (4) to pay Ambulance Operator earned wages during the period the Ambulance Operator is employed by the City;
- (5) to staff Ambulances with at least one (1) other Ambulance Operator as directed by the Fire Chief;
- (6) to provide adequate dormitory and kitchen facilities for Ambulance Operator.

SECTION 2. TERM

- A. The length of an initial agreement for an Ambulance Operator shall be determined by the Fire Chief and shall not exceed thirty-six (36) months. Ambulance Operator is an at-will employee of the City and as such, said position may be terminated at any time at the sole and absolute discretion of the Fire Chief. Nothing in this Agreement shall prevent, limit or otherwise interfere with the sole and absolute discretion of the Fire Chief to terminate the employment of the Ambulance Operator at any time. Any subsequent agreements with an Ambulance Operator re-employed must be pursuant to Section 7.
- B. The term of this Agreement may be extended for a time period not to exceed six (6) months with written approval of the Fire Chief.

SECTION 3. SALARY

City agrees to pay Ambulance Operator for his/her services rendered pursuant to this Agreement, an hourly salary based on the following step ranges through December 31, 2019:

Step A	\$12.00
Step B	\$12.66
Step C	\$13.36
Step D	\$14.10
Step E	\$14.88

Effective January 1, 2020, City agrees to pay Ambulance Operator for his/her services rendered pursuant to this Agreement, an hourly salary based on the following step ranges:

Step A	\$13.00
Step B	\$13.72
Step C	\$14.47
Step D	\$15.27
Step E	\$16.10

Effective January 1, 2021, City agrees to pay Ambulance Operator for his/her services rendered pursuant to this Agreement, an hourly salary based on the following step ranges:

Step A	\$14.00
Step B	\$14.77
Step C	\$15.58
Step D	\$16.44
Step E	\$17.34

Effective January 1, 2022, City agrees to pay Ambulance Operator for his/her services rendered pursuant to this Agreement, an hourly salary based on the following step ranges:

Step A	\$15.00
Step B	\$15.83
Step C	\$16.70
Step D	\$17.61
Step E	\$18.58

Ambulance Operator's wage will start at Step A. Merit increase may be awarded in one Step increments every 6 months of full-time employment. Merit increases are dependent upon a performance evaluation that is at a competent level or above to be completed by Ambulance Operator's direct supervisor and reviewed and approved by the Fire Chief.

SECTION 4. WORK SCHEDULE/OVERTIME

- A. It is understood that the Fire Chief may establish a work period for each Ambulance Operator. Such schedule will comply with requirements of the Fair Labor Standards Act (FLSA) and any other federal or state employment laws and/or regulations. To the extent required by federal and state labor laws and/or regulations, the City agrees to provide Ambulance Operator overtime based upon a 40 hour payroll work week (i.e. beginning 8:00 a.m. Saturday through 7:59 a.m. the following Saturday).
- B. Ambulance Operator understands and agrees that in the course of his or her employment with the City he or she will be usually scheduled for 24 hour shifts of duty. Ambulance Operator understands and agrees that an amount not less than time and one half of his/her regular hourly rate of pay shall be paid for all work in excess of 40 hours in any one payroll week (unless otherwise required by law). Ambulance Operator understands and agrees that provisions of federal and state laws provide that an Ambulance Operator working a 24-hour shift may not have more than eight (8) hours of each shift deducted for sleep time and that employers electing to pay an employee by these rules need not consider those periods as hours worked. Ambulance Operator understands that interruptions of sleep or meal periods will be considered hours worked. Ambulance Operator understands and agrees that the City has elected not to deduct any time for sleep or meal periods and will pay (as wages earned) for all sleeping and meal times while he or she is on duty regardless of interruption.
- C. In the event an Ambulance Operator is ordered into work, he or she will receive a minimum of one (1) hour at his or her base hourly rate, at the discretion of the Fire Chief or designee. Ambulance Operator's workday shall not begin until Ambulance Operator arrives at the fire station.
- D. The Fire Chief, at his sole discretion, may establish reasonable regulations regarding hours worked, daylight savings time, lost time, general leave, shift exchanges, etc. These regulations may be modified and/or updated from time to time at the sole discretion of the Fire Chief in accordance with federal, state, and/or local laws governing employment.

SECTION 5. OTHER BENEFITS/SPECIFIC EXCLUSIONS

Ambulance Operator agrees and understands that pursuant to Huntington Beach Municipal Code section 2.76.01O(k), he or she is not part of the competitive service system and does not belong to and is not part of any recognized bargaining unit in Huntington Beach. Ambulance Operator may not administratively appeal, grieve or protest any other condition of employment pursuant to Huntington Beach Municipal Code and/or Personnel Rules. Therefore, the benefits described below and in Exhibit B, attached hereto, shall be the sole and exclusive benefits for service.

A. General Benefits

The benefits Ambulance Operator receives are pursuant to the terms of this Agreement and shall be governed by department policies established by the Fire Chief. A copy of policies regarding this Agreement is available in the Office of the Fire Chief.

B. General Leave

(1) Accrual

Ambulance Operator accrues general leave at the accrual rate of 7.15 hours per pay period or 186 hours per year depending upon hours worked and is pro-rated based on regular earnings. Maximum accrual is 200 hours. Ambulance Operator may not cash out general leave except at separation from employment.

- a) General Leave as defined herein meets the accrual and use requirements pursuant to AB 1522 and AB 304 regarding the Healthy Workplace Healthy Families Act of 2014.
- b) General Leave as defined herein, complies with City of Huntington Beach AR 420; however, Ambulance Operators will not be subject to separate/additional sick leave accruals or subject to 48 hour sick leave accrual maximums pursuant to AR 420.
- c) Any unused General Leave cashed out and paid at time of separation from City employment will not be reinstated should Ambulance Operator be subsequently rehired within one (1) year of separation or at any time thereafter, irrespective of reason for separation.

(2) Eligibility and Approval

The accumulation, use, and cash out of general leave at separation shall be governed by policies established by the Fire Chief in writing. The use of general leave must be pre-approved by the Fire Chief or designee except for illness, injury or family sickness, which may require a physician's statement for approval. Ambulance Operator begins to accrue general leave upon execution of this Agreement. General leave may be used for any purpose, including vacation, sick leave, and personal leave.

C. Bereavement Leave

In the event of the death of an immediate family member, Ambulance Operator may take up to two (2) work shifts without pay (unless general leave is used). Immediate

family members are father, mother, sister, brother, spouse, registered domestic partner, child, son-in-law, daughter-in-law, grandfather, grandmother, stepfather, stepmother, step-grandfather, step-grandmother, grandchild, stepsister, stepbrother, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, or wards of which the employee is the legal guardian.

D. Court Time

Ambulance Operator who is required to be on standby for a court appearance related to his or her job duties shall receive two (2) hours of pay for each morning and afternoon court session. If court attendance is required for more than two (2) hours, Ambulance Operator shall be compensated as hours worked.

SECTION 6. TERMINATION/RESIGNATION

In the event Ambulance Operator voluntarily resigns his/her position, the Ambulance Operator shall give City written notice at least thirty (30) days prior to the last workday, unless the Fire Chief and Ambulance Operator otherwise agree. It is understood that after notice of termination in any form, Ambulance Operator and City will cooperate to provide for an orderly transition.

SECTION 7. REEMPLOYMENT

- A. With the approval of the Fire Chief, an Ambulance Operator who has resigned in good standing, and who was employed for fewer than thirty-six (36) months (in the aggregate) for all agreements, may be reemployed to either a part-time or a full-time position, if vacant, within one (1) year of the effective date of resignation.
- B. If a former Ambulance Operator seeks reemployment after a period greater than one (1) year after resignation, the City's recruitment process for the Ambulance Operator position must be utilized to gain employment.
- C. The employment period will be limited to the remaining term of all agreements (in aggregate) and limited to a total of thirty-six (36) months of employment for all agreements (in aggregate).

SECTION 8. INDEMNIFICATION

City shall defend and indemnify the Ambulance Operator against any action occurring within the course and scope of the Ambulance Operator's duties or other noncriminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Ambulance Operator's duties as an employee of the City, other than an action brought by the City against the Ambulance Operator or an action filed against the City by the Ambulance Operator. City shall be responsible for and have

authority to compromise and settle any action, and pay the amount of any settlement or judgment rendered on that action. Ambulance Operator shall cooperate fully with the City in the settlement, compromise, preparation of the defense, and/or trial of any such action.

SECTION 9. ACKNOWLEDGEMENT

[NAME]_____ acknowledges that he/she has examined this Agreement, that he/she has read and understands this Agreement, and he/she has the right to consult an attorney prior to entering this Agreement.

SECTION 10. NOTICE

Any notice that may be required by this Agreement shall be sent to these parties:

City of Huntington Beach
Attn: Fire Chief
2000 Main Street
Huntington Beach, CA 92648

Ambulance Operator
Name: _____
Address: _____

SECTION 11. SEVERABILITY

The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 12. EFFECTIVE DATE

This agreement shall become effective on, 2_____ for a term not to exceed _____ months from this date.

IN WITNESS WHEREOF, the City of Huntington Beach has caused this Agreement to be signed and executed on its behalf by its Fire Chief, and the Ambulance Operator has signed and executed this Agreement on _____, 2_____.

CITY OF HUNTINGTON BEACH

AMBULANCE OPERATOR

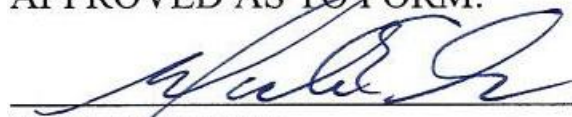
By:

FIRE CHIEF

SIGNATURE

PRINT NAME

APPROVED AS TO FORM:



CITY ATTORNEY

CITY OF HUNTINGTON BEACH**CLASS SPECIFICATION****TITLE: AMBULANCE OPERATOR****PERSONNEL COMMISSION APPROVAL: NOT APPLICABLE****COUNCIL APPROVAL: DECEMBER 18, 2006****JOB CODE: 0522****EMPLOYMENT STATUS: PART-TIME****UNIT REPRESENTATION: NONE****FLSA STATUS: NON-EXEMPT****DUTIES SUMMARY**

To provide emergency ambulance transport services to the City of Huntington Beach.

DISTINGUISHING CHARACTERISTICS

The non-safety/non-firefighter position of Ambulance Operator works under the supervision of a fire captain and the overall direction of an ambulance program coordinator to perform Ambulance Operator duties as directed.

EXAMPLES OF ESSENTIAL DUTIES

In part, the Ambulance Operator will be required to perform the following job tasks: operate city owned ambulances and other department vehicles as directed, including driving to and from medical emergencies as part of the ambulance transportation team; perform appropriate field procedures utilizing EMT-1 level skills such as attaining and documenting vital signs, bandaging, splinting, lifting patients into ambulance and assisting paramedics as directed; maintain and inventory emergency ambulance supplies, equipment and routine vehicle parts; support patient billing operations; operate within federal, state, county and city laws and regulations and guidelines including the Health Insurance Portability and Accountability Act; attend and successfully complete department and hospital training sessions and drills; participate in station and equipment clean-up, and perform other assignments as directed.

WORK PERIOD

In general, Ambulance Operator will work a 24-hour, rotating shift, for an average 56-hour work week. To the extent required by federal and state labor laws and/or regulations, the City agrees to provide the Ambulance Operator with overtime pay based upon a 40 hour work week. As FLSA "non-exempt" employees, Ambulance Operators shall receive overtime pay for hours worked over forty (40) hours in a work

CITY OF HUNTINGTON BEACH

CLASS SPECIFICATION



TITLE: AMBULANCE OPERATOR

week at time and one half of the time Ambulance Operators FLSA regular rate of pay.

The preceding duties have been provided as examples of the essential types of work performed by positions within this job classification. The City, at its discretion, may add, modify, change or rescind work assignments as needed.

QUALIFICATIONS

Any combination of education, training, and experience that will provide the knowledge, skills, and abilities to successfully perform in the position as determined by the Fire Chief. A typical combination includes but is not limited to:

Knowledge of: (1) Applicable federal, state, county and Huntington Beach regulations, practices and procedures; (2) principles of emergency ambulance and transportation procedures including first aid, resuscitator and gurney operations; safe emergency work practices; (3) infectious control procedures; (4) emergency radio communication procedures; (5) medical terminology and documentation; and, (6) emergency vehicle maintenance and operation, including all applicable federal and state driving licenses.

Ability to: (1) Read electronic and incident maps and follow map directions; (2) work effectively in difficult and hazardous emergency situations and environments and carry out work assignments as instructed; (3) safely and properly transport patients during ambulance transportation; (4) follow oral and written instructions; (5) communicate effectively with the public and fellow employees.

Education: High School diploma or equivalent.

Experience: Preferred graduate of a 240-hour California Fire Academy or equivalent; or Fire Technology course work at the college level; education and experience directed toward a career in the Fire Service.

Certifications/License: Possession of a valid California driver's license-Class C; possession of a current California EMT-1 certificate with a current CPR card; and a valid Department of Motor Vehicles Ambulance Driver certificate.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS

Physical strength to and agility to lift and carry heavy objects, such as a gurney while transporting patients; lift, pull and operate gurney; climb ladders and stairs; bend, stoop, kneel, crawl in tight places; withstand a variety of environmental factors including working in the heat or cold, confined spaces, slippery/uneven surfaces, work irregular hours; exposure to toxic chemicals, fumes, smoke, gases and solvents; work long periods of time without relief.

Reasonable accommodation(s) for an individual with a qualified disability will be considered on a case-by-case basis.

EXHIBIT B

Benefit	Detail
Medical, Dental & Vision Coverage	The City Medical Contribution will continually match 100% of the cost of the least expensive HMO plan for medical and dental for the employee. Employee pays any additional costs for selected coverage.
Long Term Disability (LTD) Coverage	City paid coverage.
FICA (Medicare)	1.45% paid by Employee and 1.45% paid by City.
Life and Accidental Death and Dismemberment (AD&D) Coverage	City paid coverage.
California Public Employees' Retirement System (CalPERS enrollment) Coverage	Effective for all employees hired on or after January 1, 2013, CalPERS will determine the membership status of all new hires as either "CLASSIC" or "NEW". In accordance with the Public Employees Pension Reform Act (PEPRA), Classic employee membership enrollment is as a MISCELLANEOUS member with a benefit formula of 2.5% at age 55. Classic members contribute 8% to CalPERS. New employee membership is as a MISCELLANEOUS member with a benefit formula of 2% at age 62. NEW members contribute 6.25% to CalPERS. All employees pay \$2 per month (\$0.93 bi-weekly) for 1959 Survivor Benefit.
Employee Assistance Program	City paid coverage.
Flexible Spending Account	Participation is voluntary and funding is based on Employee contributions.
Deferred Compensation	Participation is voluntary and funding is based on Employee contributions.
Certification Maintenance	The City will reimburse the Employee for the fees required to renew EMT certification after obtaining full time status. The City will pay for DMV required medical exams associated with maintaining Ambulance Driver's certification after obtaining full time status.