

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

_____ [NAME]

THIS AGREEMENT made and entered into this _____ day of _____, 20____, 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 "Firefighter/Paramedic Trainee" or "Employee") (together the "Parties").

WHEREAS, in order to better provide for the health, safety and welfare of the citizens of Huntington Beach, the City desires to provide a comprehensive training program at a California State accredited Fire Training Academy or accredited California Paramedic Program, followed by an eight-week Huntington Beach Fire Department Fire Academy to perform all related learning and testing activities under direct supervision from Training Officers and other sworn personnel assigned to support the recruit-training academy and paramedic program to Firefighter/Paramedic Trainees; and

It is the goal of the City to employ a well-qualified and motivated non-sworn Firefighter/Paramedic Trainee for a limited term. As such, the City created a temporary, "at-will" Firefighter/Paramedic Trainee position that is unrepresented; and

The City is willing to assume various costs associated with the examination, interviewing, and investigation of prospective Firefighter/Paramedic Trainee and the provision of uniforms and equipment, training, and salary during training for any Firefighter/Paramedic Trainee; 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 Firefighter/Paramedic Trainee; and

The City desires to employ [NAME] _____ as a temporary, at-will Firefighter/Paramedic Trainee for the City of Huntington Beach; and

[NAME] _____ desires to accept employment as a temporary, at-will Firefighter/Paramedic Trainee of the City,

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

SECTION 1. DUTIES

- A. Firefighter/Paramedic Trainee 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.

Firefighter/Paramedic Trainee acknowledges and agrees that the work schedule may involve forty hour (40) hour shift or other shifts as determined by the Fire Chief pursuant to Section 4 herein.

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

The Firefighter/Paramedic Trainee 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 Firefighter/Paramedic Trainee is an appropriate candidate for employment as an Firefighter/Paramedic Trainee for the City;
- (2) To provide Firefighter/Paramedic Trainee with any uniforms, tools and equipment as the Fire Chief, in his sole discretion, deems appropriate;
- (3) To provide Firefighter/Paramedic Trainee such training and instruction as the Fire Chief, in his sole discretion, deems appropriate;
- (4) To pay Firefighter/Paramedic Trainee earned wages during the period the Firefighter/Paramedic Trainee is employed by the City;

SECTION 2. TERM

- A. The Term of this Agreement for a Firefighter/Paramedic Trainee shall be set in writing by the Fire Chief and shall not exceed twelve (12) months. Firefighter/Paramedic Trainee 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 Firefighter/Paramedic Trainee at any time.
- B. **There is no guarantee that this position will result in regular full-time employment with the City in another position.**

SECTION 3. SALARY

City agrees to pay Firefighter/Paramedic Trainee for his/her services rendered pursuant to this Agreement, at an hourly-rate based pay rate on the Level 20 Schedule for Part-Time Non-Permanent and Non-Classified Employees Salary Schedule on the following step ranges:

Step A	\$21.82
Step B	\$23.02
Step C	\$24.29
Step D	\$25.63
Step E	\$27.04

SECTION 4. WORK SCHEDULE/OVERTIME

- A. It is understood that the Fire Chief may establish a work period for each Firefighter/Paramedic Trainee. 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 Firefighter/Paramedic Trainee 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) for hours worked.
- B. Firefighter/Paramedic Trainee understands and agrees that in the course of his or her employment with the City he or she will be usually scheduled for a 40 hour workweek. Firefighter/Paramedic Trainee 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). Firefighter/Paramedic Trainee understands and agrees that provisions of federal and state laws provide that an Firefighter/Paramedic Trainee 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. Firefighter/Paramedic Trainee understands that interruptions of sleep or meal periods will be considered hours worked. Firefighter/Paramedic Trainee 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 a Firefighter/Paramedic Trainee 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. Firefighter/Paramedic Trainee's workday shall not begin until Firefighter/Paramedic Trainee 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

Firefighter/Paramedic Trainee agrees and understands that pursuant to Huntington Beach Municipal Code section 2.76.010(h), 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. Firefighter/Paramedic Trainee 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 herein shall be the sole and exclusive benefits for service. The benefits Firefighter/Paramedic Trainee 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

A. General Leave

(1) Accrual

Firefighter/Paramedic Trainee 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. Firefighter/Paramedic Trainee may not cash out general leave except at separation from employment. 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. Firefighter/Paramedic Trainee 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.

- 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, Firefighter/Paramedic Trainee 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 Firefighter/Paramedic Trainee be subsequently rehired within one (1) year of separation or at any time thereafter, irrespective of reason for separation.

(2) Eligibility and Approval

The Fire Chief may establish, in writing, additional policies regarding general leave.

B. Bereavement Leave

In the event of the death of an immediate family member, Firefighter/Paramedic Trainee 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.

SECTION 6. TERMINATION/RESIGNATION

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

SECTION 8. INDEMNIFICATION

City shall defend and indemnify the Firefighter/Paramedic Trainee against any action occurring within the course and scope of the Firefighter/Paramedic Trainee'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 Firefighter/Paramedic Trainee's duties as an employee of the City, other than an action brought by the City against the Firefighter/Paramedic Trainee or an action filed against the City by the Firefighter/Paramedic Trainee. 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. Firefighter/Paramedic Trainee 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

Firefighter/Paramedic Trainee
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 _____, 20__ for a term not to exceed twelve (12) 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 Firefighter/Paramedic Trainee has signed and executed this Agreement on _____, 20__.

CITY OF HUNTINGTON BEACH

FIREFIGHTER/PARAMEDIC TRAINEE

By:

FIRE CHIEF

SIGNATURE

PRINT NAME

APPROVED AS TO FORM:

CITY ATTORNEY 

EXHIBIT A

CITY OF HUNTINGTON BEACH CLASS SPECIFICATION

TITLE: FIREFIGHTER / PARAMEDIC TRAINEE

PERSONNEL COMMISSION APPROVAL: Not Applicable
COUNCIL APPROVAL: June 15, 2020

JOB CODE:

EMPLOYMENT STATUS: Full-Time

UNIT REPRESENTATION: None, Limited Term

FLSA STATUS: Non-Exempt

JOB SUMMARY

Under direction of the Training and EMS Sections, to participate in and successfully complete a comprehensive training program at an accredited California Paramedic Program, followed by an eight-week Huntington Beach Fire Department Fire Academy; or an eight-week Huntington Beach Fire Department Fire Academy; to perform all related learning and testing activities. Upon successful completion of designated required training and appropriate licensing attained within twelve months, a trainee will be eligible to be placed as a probationary status Firefighter or Firefighter/Paramedic.

DISTINGUISHING CHARACTERISTICS

This is a trainee-level non-sworn classification in the firefighter/firefighter paramedic series. The Firefighter/Paramedic Trainee is distinguished from the higher level classifications of Firefighter and

Firefighter Paramedic in that incumbents of the latter classifications have graduated from the fire training academy or paramedic program and the Huntington Beach Fire Department Fire Academy, and serve as first responders to all identified fire, medical and environmental emergencies and are accredited in Orange County to provide Basic (Firefighter) or Advanced (Firefighter Paramedic) Life Support on emergency medical calls. The Firefighter / Paramedic Trainee receives direct supervision from Training Officers and other sworn personnel assigned to support the recruit-training academy and paramedic program.

EXAMPLES OF ESSENTIAL DUTIES

Participate in classroom lectures; evaluations; team and individual manipulative drills; knowledge, skills, and ability testing; and problem solving exercises. Receive training in firefighting activities such as: fire suppression, wildfire operations, hose evolutions, nozzle evolutions, use of extrication tools, such as chain saws, axes, ladder raises, ropes and knots, fire extinguishers, water supply systems, fire prevention, public safety education, radio operations, map reading, salvage and overhaul operations. Attend a comprehensive paramedic program including classes, clinical, and internship assignments. Learn the policies, procedures, rules and regulations of the City of Huntington Beach and Huntington Beach Fire Department such as ethics, diversity and sexual harassment. Remains in direct contact with the Training and EMS Sections with the current status of progress during training programs.

WORK PERIOD

In general, the Firefighter/Paramedic Trainee will work a 40-hour shift. To the extent required by federal and state labor laws and/or regulations, the City agrees to provide the Firefighter/Paramedic with overtime pay based upon a 40-hour work week.

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.

MINIMUM QUALIFICATIONS

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

Knowledge of:

- Applicable federal, state, county and Huntington Beach regulations, practices and procedures
- Standard and accepted State of California and NREMT emergency medical services
- Principles of first aid, resuscitator, and automatic external defibrillator; safe emergency work practices
- Infectious control procedures
- Emergency radio communication procedures
- Medical terminology and documentation

- Basic mathematics and mechanical principles that demonstrate the ability to learn technical concepts, procedures, and equipment operation
- Local geography and use of maps

Ability to:

- Follow oral and written instructions in a timely and effective manner
- Learn to perform physical and strenuous firefighting work requiring physical strength, coordination, endurance, and flexibility in a safe and effective manner
- Learn general principles and practices of firefighting activities including fire suppression and prevention, hazardous materials, rescue and salvage operations, radio communications, and water systems
- Learn the standard operation and uses of fire suppression equipment, apparatus, and vehicle operation and maintenance
- Understand and act in accordance with departmental policies, rules, and regulations as well as instructional materials related to firefighting and emergency treatment responses
- Administer CPR and emergency medical services at the Emergency Medical Technician Basic (EMT-B) or Emergency Medical Technician Paramedic (EMT-P) level
- Assess a patient's physical condition
- Complete appropriate documentation in County-approved patient care reporting systems
- Communicate effectively both orally and in writing
- Establish and maintain effective work relationships with those contacted in the performance of required duties
- Draw diagrams and read maps
- Learn to read and interpret building plans
- Use computer systems and software applications

Education: High School diploma or equivalent.

Experience: The equivalent of six months full-time, or 1,000 hours, working as an EMT for the City of Huntington Beach prior to starting Paramedic training, and graduation from a California State accredited Firefighter I Academy (minimum of 348 hours) OR possession of a California Firefighter I Certificate.

Certifications/License: Possession of a valid California Class C driver license and an acceptable driving record at appointment and throughout course of employment; possession of a valid California State Emergency Medical Technician (EMT-B) license OR a valid he National Registry EMT-Basic certification with a current American Heart Association (AHA) Healthcare Provider or BLS Provider Card issued by an American Heart Association Training Center or a CPR card for Healthcare Providers issued by the American Red Cross. Military-level CPR certification is subject to review on a case-by-case basis.

Other: At least 18 years of age at time of application

SPECIAL CONDITIONS

Employees regularly assigned/required to drive a city or personal vehicle in the course and scope of

work shall be required to participate in the DMV Employer Pull Notice program.

Public Employee Disaster Service Worker: In accordance with Government Code Section 3100, all Huntington Beach city employees are required to perform assigned disaster service worker duties in the event of an emergency or a disaster.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS

The incumbent must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing and dexterity levels appropriate to the duties to be performed.

Position requires sitting, standing, walking, running, reaching, twisting, turning, kneeling, bending, squatting, and crouching in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in creating reports, and using a computer keyboard. Additionally, the position requires near, far, night, and color vision in situations where there is viewing of maps and fire scenes. When in a classroom, requires reading and comprehending English, and taking written and practical tests. When providing emergency services, incumbent may be required to walk or run on uneven and slippery surfaces and climb ladders. Incumbents may be required to work outdoors in all weather conditions; around loud siren noise; and moving vehicles. This position's responsibilities will train around fires, chemicals, pesticides, blood, and other potentially toxic exposures. Incumbents may be subject to stressful situations.

Reasonable accommodations 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.

Benefit	Detail
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.