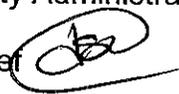


Council/Agency Meeting Held: _____	City Clerk's Signature _____
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 7/21/2008	Department ID Number: FD 08-005

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Paul Emery, Interim City Administrator 

PREPARED BY: Duane Olson, Fire Chief 

SUBJECT: Approval of Revised Employment Agreement for Ambulance Operator Personnel

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
--

Statement of Issue: Request for the City Council to adopt the attached revised employment agreement for Ambulance Operator personnel, which includes language revisions related to benefits, work scheduling, and a five step salary range of \$9.05 to \$11.18 per hour.

Funding Source: Adequate operating account savings in the Ambulance Program business unit (50265403) exist to fund this change.

Recommended Action: Motion to: Approve the revised Employment Agreement for Ambulance Operator personnel in the Huntington Beach Fire Department.

Alternative Action(s): Do not approve the revised employment agreement and direct staff accordingly.

E-8

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 7/21/2008

DEPARTMENT ID NUMBER: FD 08-005

Analysis: At its August 21, 2006 meeting, the City Council approved an hourly wage of \$8.00 per hour for the position of Ambulance Operator for the City of Huntington Beach. Since that time, the California minimum wage has increased to match the \$8.00 per hour.

The wage for ambulance operators in Southern California currently ranges between \$8 and \$14 per hour based on a survey of twelve (12) agencies conducted in May 2008. Orange County Fire Authority employees are paid up to \$13.02 per hour. The success of the Huntington Beach Ambulance Program has encouraged cities such as Long Beach, Brea and La Habra to develop and implement similar emergency transport programs. The City of Orange has used the Huntington Beach model to implement their own ambulance program. This has led to an increase in competition for quality employees.

The Ambulance Operator position is considered an introductory position in the fire service, limited to a total of thirty-six (36) months of employment, resulting in a high turnover rate.

The proposed revision to the Ambulance Operator agreement would start all Ambulance Operators at \$9.05 per hour, supporting our recruitment efforts and encouraging longevity until contract termination. The new salary structure would allow Ambulance Operators to be granted a merit step increase of approximately \$0.50 every 6 months, for a total hourly wage of \$11.18 over twenty four (24) months. Each step raise requires a performance review documenting that the employee is meeting competencies in training, emergency call performance, attendance, and equipment usage.

Ambulance Operators in Huntington Beach are required to maintain certification as an Emergency Medical Technician, conduct automatic external defibrillation, respond with lights and sirens, support and assist paramedics on critical calls (e.g. cardiac/respiratory arrest), and maintain both advanced and basic life support equipment. In order to keep Paramedic units available, Ambulance Operators are frequently responsible for transporting patients with minor injuries, unsupervised by fire fighter/paramedics, to the hospital. A competitive wage and benefits structure is necessary to continue attracting and retaining responsible and qualified ambulance personnel.

Implementing this change will result in an increased expenditure of \$17,500 for the remainder of FY 2007/08. Adequate funds exist in the Ambulance Program business unit to cover the remaining months of FY 2007/08. For FY 2008/09 the total annual cost is estimated to be \$105,000, which will be requested through the budget process.

The employment agreement has also been revised throughout to more clearly define the terms and conditions of employment.

City Council approval of the revised employment agreement is requested.

Strategic Plan Goal: C-2 City Services: Provide quality public service with the highest professional standards to meet community expectations and needs, assuring that the city is sufficiently staffed and equipped overall.

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 7/21/2008

DEPARTMENT ID NUMBER: FD 08-005

Environmental Status: None.

Attachment(s):

City Clerk's Page Number	No.	Description
4	1.	Employment Agreement for Ambulance Operator Personnel of the Huntington Beach Fire Department

E8.3

**INTENTIONALLY
LEFT
BLANK**

E8.4

ATTACHMENT 1

**INTENTIONALLY
LEFT
BLANK**

**EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF HUNTINGTON BEACH AND _____**

THIS AGREEMENT is entered into by and between the City of Huntington Beach, a California municipal corporation, (hereinafter "City") and _____ (hereinafter "Ambulance Operator or Employee").

WITNESSETH

WHEREAS, in the past, the City contracted with an employment agency to furnish ambulance operators to the City; and

WHEREAS, in order to better provide for the health, safety and welfare of the citizens of Huntington Beach, the City needed more detailed control over the daily operations of the City's ambulance 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

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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

WHEREAS, the City, desires to employ FILL IN NAME _____ as an at-will Ambulance Operator for the City of Huntington Beach; and

WHEREAS, FILL IN 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. FILL IN NAME _____ (“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 perform other legally permissible duties and functions as the Fire Chief shall from time to time assign such as to operate pool and/or other utility vehicles.

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 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 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 full wages during the period the Ambulance Operator is employed by the City;

(5) to staff Ambulances with at least one 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 Ambulance Operator shall be employed for a term not to exceed thirty-six (36) months from the date of execution of this Agreement. Ambulance Operator is an at-will employee of the City and as such, said position may be terminated at any time prior to the expiration of thirty-six (36) months 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.

B. The term of this Agreement may be extended for a time period not to exceed six (6) months upon a writing executed by the Fire Chief and the City Attorney.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Ambulance Operator to resign from his/her position with the City by providing written notice 30 days prior to resignation.

D. Ambulance Operator agrees to remain in the exclusive employ of City during the term of this Agreement unless he or she receives written approval of the Fire Chief.

The term "employed" (and derivations of that term as used in the preceding paragraph) shall include employment by another legal entity or self employment; however, it shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Ambulance Operator's time off, and with the advance 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:

<u>Step A</u>	\$9.03
<u>Step B</u>	\$9.53
<u>Step C</u>	\$10.05
<u>Step D</u>	\$10.60
<u>Step E</u>	\$11.18

Ambulance Operator's wage will start at Step A. Merit increases 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 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 practicable, hours worked will not result in overtime compensation as part of a normal work schedule. 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 work week.

B. Ambulance Operator understands and agrees that in the course of his or her employment with the City he or she may be scheduled for 24 hour shifts of duty. Ambulance Operator further understands and agrees that mealtime (3 meal periods not to exceed one hour each) and a scheduled sleep period (not to exceed 8 hours) need not be considered as hours worked. However, Ambulance Operator understands and agrees that he or she will be paid for 24 hours out of each 24 hour shift even though not all of those hours are always considered as hours worked. 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 calendar 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 have not more than 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 the 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 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 and a maximum of two (2) hours of pay at the discretion of the Fire Chief. Employees workday shall not begin until the employee 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, 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 2.76.010(k), he or she is not part of the competitive service system and not part of any recognized bargaining unit in Huntington Beach. Ambulance Operator may not administratively appeal, grieve or protest any discipline or 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 receive 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 leave at the accrual rates of 7.15 hours per pay period or 186 hours per year depending upon hours worked. During the first year of employment Ambulance Operator may be provided a one time front loaded number of general leave hours not to exceed 130 hours at the sole discretion of the Fire Chief. Maximum accrual is 200 hours per year. Ambulance Operator may not cash out general leave except at separation from employment.

(2) Eligibility and Approval

The accumulation, use, and cash out of general leave 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, child, grandfather, grandmother, stepfather, stepmother, stepgrandfather, stepgrandmother, 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 2 two 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. Specific responsibilities during such transition may be specified in a written separation agreement.

SECTION 7. LEAVE OF ABSENCE

The Fire Chief, at his sole discretion, may grant two leaves of absences to the Ambulance Operator to attend a basic firefighter academy and/or paramedic training. In order for a leave of absence to be considered by the Fire Chief, the Ambulance Operator must provide written notification to the Fire Chief 30 days in advance of the start date of the requested leave. The notification must provide the length of the leave, the date the leave will begin and end, and the reason for the requested leave. The time during which the Ambulance Operator is on leave will

not be counted toward the term of this Agreement. Any additional time spent on leave of absence will be counted toward the term of the Agreement.

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 or officer 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. In addition, the City shall pay the reasonable expenses for the travel, lodging, meals, and lost worktime of the Ambulance Operator should the Ambulance Operator be subject to such, should an action be pending after termination of the Ambulance Operator. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with Ambulance Operator, 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, or trial of any such action.

SECTION 9. ACKNOWLEDGEMENT

FILL IN 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 the parties at the addresses below:

City of Huntington Beach
Attn: Fire Chief
2000 Main Street
Huntington Beach, CA 92647

Ambulance Operator
Name _____
Address _____

SECTION 12 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.

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 _____, 200____,

CITY OF HUNTINGTON BEACH

AMBULANCE OPERATOR

By: _____
Fire Chief

APPROVED AS TO FORM:

PL _____
City Attorney *MV 6-11-08*
7/15/08

EXHIBIT A

**INTENTIONALLY
LEFT
BLANK**

EXHIBIT A

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

EXHIBIT A

“non-exempt” employees, Ambulance Operators shall receive overtime pay for hours worked over forty (40) hours in a work 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, automatic external defibrillator 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.

EXHIBIT A

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.

**INTENTIONALLY
LEFT
BLANK**

E8.17

EXHIBIT B

**INTENTIONALLY
LEFT
BLANK**

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	Enrollment as a Miscellaneous employee in the 2.5% @ 55 formula. Employee pays 7% required Employee contribution. Employee pays \$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.
Call Back	In the event an Ambulance Operator is ordered into work, he or she will receive a minimum of one (1) hour and maximum of two (2) hours of pay at the discretion of the Fire Chief. Ambulance Operator workday shall not begin until the employee arrives at the Fire station.
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.

**INTENTIONALLY
LEFT
BLANK**