

**EMERGENCY MEDICAL TECHNICIAN (EMT)
EMPLOYMENT, COMPENSATION AND BENEFITS PLAN**

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INTRODUCTION

In order to better provide for the health, safety and welfare of the citizens of Carlsbad, the City of Carlsbad 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, and supervision and control over employee selection and assignments.

Employee compensation and benefits, conditions of employment, and working conditions of the Emergency Medical Technician (EMT) are described in this document and shall be governed by the city.

Assignment to full-time EMT status will be based on a competitive process determined by the city to include an interview with the Fire Chief or designee.

An EMT is not part of the classified service and does not belong to, and is not part of, any recognized bargaining unit in the City of Carlsbad. An EMT may not administratively appeal, grieve or protest any condition of employment pursuant to the City of Carlsbad Municipal Code and/or Personnel Rules.

Throughout this document, any reference to the Fire Chief or designee is understood to mean authorization from the City Manager who delegates authority to the Fire Chief or designee to implement the provisions of this document.

SECTION 1. DUTIES

A. An EMT must possess the minimum qualifications and will perform the functions and duties set forth in the Emergency Medical Technician Class Specification (incorporated by reference), and will perform all other legally permissible duties and functions as the city shall from time to time assign.

The work schedule may involve twenty-four (24) hour shifts or other shifts as determined by the city.

An EMT shall not be considered a firefighter or public safety employee. An EMT shall not perform duties including fire prevention, fire suppression, technical rescue, or the staffing of fire suppression apparatus.

An EMT shall devote full attention and effort to the tasks and duties set forth in the class specification and perform the mentioned duties and tasks in a professional manner.

B. The city will:

(1) Administer various examinations, background checks, and/or other pre-employment screening to determine whether the EMT is an appropriate candidate for employment as an EMT for the city;

(2) Provide the EMT with any uniforms, tools and equipment as the city deems appropriate;

- (3) Provide the EMT such training and instruction as the city deems appropriate;
- (4) Pay the EMT earned wages during the period the EMT is employed by the city;
- (5) Staff ambulances with at least one additional EMT or Paramedic as directed by the Fire Chief or designee; and
- (6) Provide adequate dormitory and kitchen facilities for the EMT.

SECTION 2. TERMINATION/RESIGNATION

An EMT is an at-will employee of the city and as such, an EMT may be terminated at any time at the city’s discretion without any right of the EMT to appeal the decision. The at-will employment relationship may not be modified by any oral or implied agreement or by any person, statement, act, series of events, or pattern of conduct. Nothing in this document shall prevent, limit or otherwise interfere with the city’s discretion to terminate the employment of the EMT at any time.

In the event an EMT voluntarily resigns, the city requests the EMT give the city written notice at least 30 days prior to the last workday. It is understood that after notice of termination in any form, the EMT and city will cooperate to provide for an orderly transition. An EMT that is assigned to a full-time position may resign the full-time position and request reassignment to a part-time status.

SECTION 3. REEMPLOYMENT

A. An EMT who has resigned may be reemployed to either a part-time or a full-time EMT position, if vacant, within one year of the effective date of resignation. Reemployment to a full-time EMT position will be based on availability of a vacant full-time position and a competitive process determined by the city to include an interview with the Fire Chief or designee.

B. If a former EMT seeks reemployment as an EMT after a period greater than one year after resignation, the city’s recruitment process for the EMT position must be utilized to gain employment.

C. If a former EMT is reemployed, upon reemployment, the EMT shall resume the same vacation accrual rate that the EMT had at the time of separation.

SECTION 4. SALARY

The salary range for an EMT is set forth in the Non-Management Unclassified Salary Range Schedule (incorporated by reference). An EMT may be paid anywhere in the salary range, as determined by the city. An EMT may be advanced in the salary range regardless of the length of time served at the EMT’s present pay rate. This advancement requires the written recommendation of the Fire Chief or designee and requires the approval of the City Manager or designee.

Periodically the Human Resources Department will bring forth salary range adjustment recommendations to the City Council that are based on market and economic conditions. If, as a result of a salary range adjustment, an EMT's base pay falls below the minimum of the salary range, the EMT's base pay will be increased to the new range minimum as of the date the City Council approves the salary range adjustment.

SECTION 5. WORK SCHEDULE/OVERTIME

A. The city may establish a work period for each EMT. 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 will provide an EMT overtime based upon a 40-hour FLSA work week from Monday at 12:00 a.m. to Sunday at 11:59 p.m.

B. An EMT will be usually be scheduled for a 56-hour schedule to coincide with the fire suppression/operations schedule on 24-hour shifts. An EMT shall receive overtime compensation for all work in excess of 40 hours in any one work week (unless otherwise required by law).

C. The Fire Chief or designee 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 or designee in accordance with federal, state, and/or local laws governing employment.

D. In determining an employee's eligibility for overtime, paid leaves shall be included in the total hours worked. Excluded from the total hours worked are duty free lunches, travel time to and from work (except for emergency call-back), and time spent conducting bona fide volunteer activities.

In addition, any employee required to perform work in excess of an employee's normal scheduled shift shall receive overtime compensation.

For FLSA overtime, the regular rate of pay shall be calculated in conformance with the FLSA.

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

Time worked shall be computed by rounding to the nearest quarter of an hour.

E. Employees shall be subject to having their daily work schedule changed at the sole discretion of the city. Such changes include, without limitation: (1) number of days/hours to be worked on a daily basis and in a payroll period; (2) normal days off; and (3) starting/ending times of assigned shifts.

SECTION 6. ASSIGNMENT AS PARAMEDIC/FIREFIGHTER TRAINEE

The Fire Department may identify one EMT per calendar year to be assigned to the position of Paramedic/Firefighter (PM/FF) Trainee. Selection for this assignment will be based on a competitive application and selection process upon completion of all department requirements for eligibility. This position will report to an assigned training program for Firefighter I academy training and/or Paramedic training. Upon successful completion of all requirements for the position of Paramedic/Firefighter, the EMT may be eligible for promotion to the position of Paramedic/Firefighter upon successful completion of a Carlsbad Physical Abilities test and interview process with the Fire Chief or designee. The EMT position will be held for the employee assigned as a PM/FF Trainee. If the EMT is unsuccessful in the assigned training program(s), the EMT will return to the EMT position. The EMT may repeat the application and selection process for Paramedic/Firefighter Trainee at a later date.

SECTION 7. BEREAVEMENT LEAVE

In the event of the death of an EMT's immediate family member, the employee may take up to three shifts of paid time off for bereavement. An additional two shifts may be taken and charged to accrued leave or, when no accrued leave is available, treated as leave without pay. Bereavement leave must be taken within one year of the event. Additional time off may be authorized by the Fire Chief or designee and charged to accrued leave or, when no accrued leave is available, treated as leave without pay.

“Immediate family” includes a spouse, domestic partner, child, grandchild, member of immediate household, sibling, parent, or grandparent, whether biological, foster, step, adopted, or in-law. It also includes any person who has served in place of a parent to the EMT, or any person for whom the EMT has served in place of a parent. The term “child” means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. The term “parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

The EMT may be required to submit proof of the family member's death before being granted bereavement leave.

SECTION 8. SHORT-TERM AND LONG-TERM DISABILITY INSURANCE

Short-Term Disability

The city will provide EMTs with city-paid short-term disability insurance via an insurance provider. The insurance shall provide for a seven calendar day waiting period prior to payment eligibility and the short-term disability benefits shall be provided at 60% of the EMT's pre-disability base salary, up to a maximum base salary of \$200,000. The maximum base salary amount used to define this benefit will be reviewed periodically and the City Manager may authorize its increase. The EMT shall use their accrued paid time off (e.g., vacation, sick leave) during the disability insurance waiting period. EMTs shall combine accrued paid time off with short-term disability payments for the purpose of achieving the equivalent of their base salary while receiving the short-term disability payments.

Long-Term Disability

The city will provide EMTs with city-paid long-term disability insurance. This insurance shall provide for a 90 calendar day waiting period prior to payment eligibility and the long-term disability benefits shall be provided at 66 2/3% of the EMT’s pre-disability base salary, up to a maximum base salary of \$150,000. The maximum base salary amount used to define this benefit will be reviewed periodically and the City Manager may authorize its increase.

Use of Accrued Paid Time Off While Receiving Disability Benefits

The EMT shall use the EMT’s accrued paid time off (e.g., vacation, sick leave) during the disability insurance waiting period. The EMT shall combine allowable types of accrued paid time off with short-term and long-term disability payments for the purpose of achieving the equivalent of the EMT’s base salary while receiving the disability payments. Refer to the disability plan documents for information on which types of accrued paid time off may be combined with disability payments.

SECTION 9. ANNUAL VACATION LEAVE

A. Basis of Accrual

The annual vacation leave accrual schedule will be:

Less than 3	full calendar years of continuous service	-13 minutes/day
3 through 4.99	full calendar years of continuous service	-16 minutes/day
5 through 9.99	full calendar years of continuous service	-20 minutes/day
10 through 10.99	full calendar years of continuous service	-21 minutes/day
11 through 11.99	full calendar years of continuous service	-22 minutes/day
12 through 12.99	full calendar years of continuous service	-24 minutes/day
13 through 14.99	full calendar years of continuous service	-25 minutes/day
15 or more	full calendar years of continuous service	-26 minutes/day

Vacation leave is accrued on a daily basis. Vacation leave can be used in 15 minute increments.

B. Vacation Accrual Maximum

An EMT will not be allowed to earn and accrue vacation hours in excess of the 320 hour maximum. Effective March 20, 2023, the vacation accrual maximum shall be increased to 400 hours.

If there are unusual circumstances that would require an EMT to exceed the vacation accrual maximum, the EMT must submit a request in writing to the Fire Chief or designee and the City Manager. The Fire Chief or designee and the City Manager may grant such a request if it is in the best interest of the city. Requests will be handled on a case-by-case basis and will be considered only in extreme circumstances.

C. Vacation Conversion

- 1) An EMT is eligible to submit an irrevocable request to elect to cash out up to 80 hours of accrued vacation hours for the following calendar year.
- 2) An EMT may convert accrued vacation to cash in the year following the election by completing a form between November 10 and December 10 of each year. Elections will not carry over from one calendar year to the next calendar year.
- 3) Only vacation hours accrued during the calendar year following the election may be cashed out. If the EMT accrues less than the election amount, the EMT may cash out no more than the total vacation accrual in the following calendar year.
- 4) The EMT's accrued vacation to convert to cash will be credited first to the cash out account with the EMT's earned vacation leave until the EMT's full election amount is reached. The vacation hours designated to the cash out account will not be credited toward the EMT's maximum vacation accrual. During this period of time, no earned vacation leave will be credited to the EMT's vacation time off balance.
- 5) Payment of vacation hours elected for cash out will be in the last paycheck in December unless the EMT has accrued all the elected vacation hours by June 30, in which case payment of the elected vacation hours will be cashed out in July. All vacation hours will be paid in the calendar year in which the vacation hours accrue. If an EMT does not accrue all requested vacation hours in the calendar year, the vacation payment amount will be reduced to the total number of vacation hours the EMT actually accrues in the calendar year and the payout will be made no later than the last pay date in the calendar year.
- 6) The vacation payment amount will be based on the EMT's rate of pay at the time of the payout. The vacation payment amount is taxable income, subject to all applicable withholding amounts and payroll deductions.
- 7) If the EMT does not elect to cash out vacation by December 10, they waive their right to do so and will not be allowed to cash out any vacation accruing in the following year.

D. Effect of Leave of Absence on Accrual of Vacation Leave

See Section 21 for the effect of an extended leave of absence on vacation accrual.

E. Compensation for City Work During Vacation Prohibited

An EMT shall not be permitted to work for compensation for the city in any capacity, except compensation for mandated court appearances, during the time of the EMT's paid

vacation leave from city service. This clause shall not limit the city's right to recall the EMT from vacation in the event of an emergency and place the EMT on regular pay status.

F. Scheduling Vacations

An EMT may take annual vacation leave at any time during the year, contingent upon determination by the EMT's Department Head that such absence will not materially affect the department. The EMT must consider the needs of the service when requesting annual vacation leave. All vacation requests must be placed in the city's timekeeping system per the Department Directive. When a family emergency arises which necessitates the use of vacation time, the EMT shall provide as much advance notice as possible considering the particular circumstances.

G. Terminal Vacation Pay

The dollar value of an EMT's accrued vacation balance as of the EMT's last day on payroll shall be paid to the EMT upon separation of employment at the EMT's base rate of pay at separation. When separation is caused by the death of the EMT, payment shall be made to the estate of the EMT or, in applicable cases, as provided in the California Probate Code.

SECTION 10. SICK LEAVE

An EMT shall accrue sick leave at a rate of 16 minutes per day. Sick leave is accrued on a daily basis. Sick leave can be used in 15 minute increments.

A. Use of Sick Leave

Sick leave will be administered consistent with state and federal law and shall be allowed for the following purposes:

1. Diagnosis, care or treatment of an existing health condition of, or preventative care for, an EMT or an EMT's immediate family member. "Immediate family members" means the same for this Section as it does for Section 7 – Bereavement Leave.
2. If the EMT is a victim of domestic violence, sexual assault, or stalking, for the purposes described in California Labor Code Sections 230(c) and 230.1(a), including obtaining relief (e.g., a restraining order), to obtain domestic violence services, or to seek medical or mental health treatment.

The EMT may request to use paid sick leave either orally or in writing using the city's electronic scheduling system. If the need for paid sick leave is foreseeable, the EMT shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the EMT shall provide notice of the need for the leave as soon as practicable.

Absences covered by workers' compensation law, the pregnancy disability provisions of the California Fair Employment and Housing Act, the California Family Rights Act, and the federal Family and Medical Leave Act will be administered according to requirements of those laws.

If an EMT separates from the city and is rehired by the city within one year from the date of separation, the EMT's previously accrued and unused sick leave shall be reinstated.

Any employee applying for retirement with the California Public Employees' Retirement System may convert accrued and unused sick leave to service time at the rate specified in California Government Code Section 20965.

B. Timekeeping

The EMT must account for all sick leave hours requested via the city's timekeeping system.

C. Effect of Leave of Absence

See Section 21 for the effect of an extended leave of absence on sick leave accrual.

D. Sick Leave Conversion

If an EMT has accrued and maintains a minimum of 160 hours of sick leave shall be permitted to convert up to 120 hours of accumulated uncompensated sick leave to vacation at a ratio of 24 hours of sick leave to 8 hours of vacation. The sick leave conversion option will be provided during the first week of each fiscal year. will not be allowed to convert sick leave to vacation if such conversion would put them over the vacation accrual maximum.

SECTION 11. BILINGUAL PAY

The city will provide additional compensation to an EMT, designated by the Human Resources Department, in the amount of \$50.00 per pay period for the performance of bilingual skills. The determination of the number of persons/positions to be designated as bilingual is at the sole discretion of the city.

In order to qualify for and receive bilingual pay, an EMT must pass a bilingual proficiency test as determined by the city in the foreign language or American Sign Language (ASL). In order to maintain eligibility for bilingual pay, an employee must pass the bilingual proficiency test every three years from the date they first become eligible. All employees receiving bilingual pay on or before March 20, 2023 will not be required to pass the test until March 20, 2026.

SECTION 12. HEALTH INSURANCE/FLEXIBLE BENEFITS PROGRAM

EMTs will participate in a flexible benefits program which includes medical insurance, dental insurance, vision insurance, accidental death and dismemberment insurance

(AD&D) and flexible spending accounts (FSAs). Each of these components is outlined below.

Benefits Credits and Medical Insurance

EMTs will be covered by the Public Employees' Medical and Hospital Care Act (PEMHCA) and will be eligible to participate in the California Public Employees' Retirement System (CalPERS) Health Program. The city will pay on behalf of EMTs and eligible dependents and those retirees designated in this Section, the minimum amount per month required under California Government Code Section 22892 for medical insurance through CalPERS. If electing to enroll for medical benefits, an EMT must select one medical plan from the variety of medical plans offered through CalPERS.

The city shall contribute monthly amounts (called Benefits Credits) on behalf of EMTs and eligible dependents toward the payment of medical premiums under the CalPERS health program. The city contribution shall be based on an EMT's medical coverage level and shall include the mandatory payments to CalPERS. If the actual total premiums exceed the city's total contributions, the EMT will pay the difference.

Waiver Provision: If an EMT does not wish to participate in the CalPERS Health Program, the EMT will have the choice of waiving the city's medical insurance program, provided the EMT can show proof of alternative minimum essential coverage as defined by the Affordable Care Act. Effective the pay period that includes December 31, 2022, for those EMTs who are covered under another employer sponsored group insurance program, the Benefits Credits associated with waiving medical coverage will be set equal to \$400 per month.

Excess and Unused Benefits Credits: If the Benefits Credits exceed the cost of the medical insurance purchased by the EMT, the EMT will have the option of using any "excess credits" to purchase city-sponsored dental insurance, vision insurance, accidental death and dismemberment (AD&D) insurance or to contribute to a healthcare or dependent care flexible spending account (FSA). Unused Benefits Credits will be paid to the EMT in cash and reported as taxable income and included in premium pay in accordance with the FLSA.

Effective January 1 of each calendar year, the city monthly benefit credits associated with each medical coverage level will be set to dollar amounts that equate to 80% of the average health (medical, dental and vision) premium for Employee, Employee Plus One and Family coverage levels, rounded to the nearest whole dollar based on the premiums that will take effect on January 1 of the respective calendar year.

Dental Insurance, Vision Insurance and Accidental Death & Dismemberment (AD&D) Insurance

EMTs may choose to enroll in or opt out of the city-sponsored dental, vision or AD&D insurance plans at any coverage level.

Retirees

If an EMT retires from the city, the EMT is covered by the PEMHCA and is eligible to participate in the CalPERS Health Program. EMTs who retire from the city, either service or disability, shall be eligible to continue their enrollment in the CalPERS Health Program when they retire, provided that they are enrolled or eligible to enroll in a CalPERS medical plan at the time of separation from employment and their effective date of retirement is within 120 days of separation. The city will contribute the minimum amount per month required under California Government Code Section 22892 toward the cost of each retiree's enrollment in the CalPERS Health Program.

EMTs who retire from the city, either service or disability, shall be eligible to elect, upon retirement, to participate in the city's dental and/or vision insurance programs as a retiree. The cost of such dental and/or vision insurance for the retiree and eligible dependents shall be borne solely by the retiree. An individual who does not choose continued coverage upon retirement, or who chooses coverage and later drops it, is not eligible to return to the city's dental and vision insurance programs.

The city will invoice the retiree for the retiree's monthly premiums for dental and/or vision insurance and the retiree must keep such payments current to ensure continued coverage.

SECTION 13. HOLIDAYS

The city shall observe the following scheduled paid holidays, consistent with the annual holiday schedule published by the Human Resources Department:

- | | |
|-----------------------------------|-------------------------|
| New Year's Day | Indigenous Peoples' Day |
| Martin Luther King Jr.'s Birthday | Veterans Day |
| President's Birthday | Thanksgiving |
| Memorial Day | Thanksgiving Friday |
| Independence Day | Christmas Day |
| Labor Day | |

While on a 24-hour shift, EMTs shall be compensated for an additional twelve (12) hours of holiday pay paid at the regular rate per FLSA guidelines on the day each holiday occurs in lieu of having the day off with pay when the holiday falls on a regularly scheduled work shift.

While on any shift other than a 24-hour shift, EMTs will be eligible to have the day off with pay on the holidays listed above.

See Section 21 for the effect of an extended leave of absence on holiday pay.

Only EMTs who are on paid status on their scheduled workday immediately before a holiday shall be entitled to the paid holiday.

SECTION 14. RETIREMENT BENEFITS

A. The city has contracted with CalPERS for the following retirement benefits:

Miscellaneous “Classic” Members (those that do not qualify as “New Members” as defined below)

- EMTs entering City of Carlsbad miscellaneous CalPERS membership for the first time prior to November 28, 2011 – The retirement formula shall be 3% @ 60; single highest year final compensation.
- EMTs entering City of Carlsbad miscellaneous CalPERS membership for the first time on or after November 28, 2011 – The retirement formula shall be 2% @ 60; three-year average final compensation.

“New Members”

EMTs who are “New Members” as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after January 1, 2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will be subject to all the applicable PEPRA provisions, which include, without limitation, the following retirement benefits.

- Retirement formula shall be 2% @ 62; three-year average final compensation.

B. Employee Retirement Contribution

The employee retirement contribution will be made on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code.

EMTs shall make the following employee retirement contributions through payroll deductions:

- EMTs who are miscellaneous employees subject to the 3% @ 60 benefit formula shall pay all of the employee retirement contribution (8%).
- EMTs who are miscellaneous employees subject to the 2% @ 60 benefit formula shall pay all of the employee retirement contribution (7%).
- EMTs who are miscellaneous employees meeting the definition of “New Member” under PEPRA shall pay one half of the normal cost rate associated with their benefit plan as determined by CalPERS.

C. The city will continue to contract with CalPERS for the third level of 1959 Survivors’ Benefit.

D. The city shall continue to contract with CalPERS for the military service credit option. The cost of this option is borne entirely by the EMT. Payments by the EMT to CalPERS are to be arranged by the EMT directly with CalPERS. Once such a payment schedule has been approved by CalPERS, the EMT may arrange with the city for such payments to be made by means of payroll deduction

SECTION 15. AMERICANS WITH DISABILITIES ACT AND OTHER FAIR EMPLOYMENT LAWS

The city acknowledges the applicability of the Americans With Disabilities Act and other state and federal fair employment laws and intends to apply and implement this document so as to comply with these laws.

SECTION 16. FAMILY LEAVE ACTS

The city acknowledges the applicability of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and intends to apply and implement this document so as to comply with these laws.

SECTION 17. ALCOHOL AND DRUG POLICY

I. POLICY

It is the policy of the City of Carlsbad to provide, for its employees, a work environment free from the effects of drugs and alcohol consistent with the directives of the Drug Free Workplace Act. The City of Carlsbad agrees to use a clinical laboratory which is certified by the National Institute on Drug Abuse (NIDA), now known as the Substance Abuse & Mental Health Services Administration (SAMHSA). All procedures and protocols for collection, chain of custody and testing will be conducted consistent with standards required under SAMHSA certification. This policy is intended to accomplish that objective.

A. Definitions - As Used in This Policy:

1. "Drug" means any substance which produces a physical, mental, emotional or behavioral change in the user, including but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, methamphetamines, alcohol, marijuana, and other cannabinoids.
2. "Workplace" means any site where city-assigned work is performed, including city premises, city vehicles or other premises or vehicles, while city-assigned work is being conducted, or within a reasonable time thereafter.
3. "Reasonable suspicion" means a standard for evidence or other indication of impairment of normal physical or mental skills by alcohol or drugs where such impairment could negatively affect work performance or could pose a threat to public or employee safety.

B. Employee Responsibilities

1. As a condition of employment, employee shall:
 - a. not engage in the unlawful manufacture, distribution, dispensation, possession or use of alcohol or drugs nor be under the influence of alcohol or drugs in the workplace or while on-call;
 - b. submit to an alcohol and drug analysis and remain on the premises when requested to do so by city management, acting pursuant to this policy, or by law enforcement personnel;
 - c. notify the city of any conviction under a criminal drug statute (including any pleas of nolo contendere), if such conviction was based on a violation which occurred in the workplace, no later than five days after such conviction; (notification under this subsection does not relieve an employee from the disciplinary consequences of the conduct upon which a criminal conviction is based); and
 - d. abide by all terms of this policy.
2. Employee must notify their supervisor when taking any medication or drugs, prescription or non-prescription (over-the-counter medications), which may interfere with safe or effective performance of their duties or operation of city equipment.
3. Off-duty involvement with any controlled substance including, but not limited to manufacture, distribution, dispensing, possession, use or any conviction under a criminal drug statute whose scope and employment are relevant to city employment may result in disciplinary action up to and including termination if there is relevant nexus between such off-duty involvement and the employee's employment with the city.

C. Employer Searches

For the purpose of enforcing this policy and maintaining a drug-free workplace, the city reserves the right to search, with notice to the employee or if no prior notice, in the employee's presence, all work areas and property in which the city maintains full or joint control with the employee, including but not limited to city vehicles, desks, lockers, file cabinets, and bookshelves. These areas remain part of the workplace context even if the employee has placed personal items in them. Employee is cautioned against storing personal belongings in work areas under full or joint city control since such work areas may be subject to investigation and/or search under this policy. Employee shall have no expectation of privacy in these areas, locations or properties.

Employer searches shall occur when there is a determination of “reasonable suspicion” as defined herein. Such searches shall be conducted by persons having supervisory and/or other legal authority to conduct such searches. Searches will not normally occur without concurrence of more than one supervisor.

The city may conduct searches without notice to the employee or without the employee being present if a valid search warrant has been obtained. The employee may also consent to a search.

Nothing in this policy shall prevent the city from taking appropriate action if there is an inadvertent discovery of evidence of drug or alcohol use.

D. Consequences of Violation of Policy

1. Failure to abide by the terms of this policy shall be grounds for disciplinary action, up to and including termination.
2. In addition to any disciplinary action, an employee who fails to abide by this policy may also be directed or allowed to satisfactorily participate in an approved alcohol or substance abuse assistance or rehabilitation program.

E. Federal Motor Carrier Safety Improvement Act of 1999 and DOT regulations

The Federal Motor Carrier Safety Improvement Act of 1999 and the California Vehicle Code apply to an EMT. The city and employees shall comply with the regulations developed by the Department of Transportation to enforce the Act.

II. DRUG AND ALCOHOL ANALYSIS

A. Pre-employment Drug and Alcohol Analysis

1. Prior to receiving an offer of employment, an otherwise successful candidate must submit to a drug and alcohol analysis. At the city's discretion, this analysis may be in the form of "breathalyzer," urine, or blood analysis.
2. Persons whose results are positive for either drugs or alcohol will be rejected for city employment.

B. Employee Drug and Alcohol Analysis

1. If a manager or supervisor of the city has reasonable suspicion that an employee is under the influence of drugs or alcohol while in the workplace or subject to duty, the employee shall be:
 - a. Prevented from engaging in other work; and
 - b. Required to submit to a drug and alcohol analysis. At the city's discretion, this analysis may be in the form of "breathalyzer," urine, or blood analysis.
 - c. An employee may also be required to remain on the premises for a reasonable time until arrangements can be made to transport the employee to the employee's home.
2. Some examples of "reasonable suspicion" as defined in Section I.A.3. include, but are not limited to, the following, when confirmed by more than one person having supervisory authority:
 - a. slurred speech.
 - b. alcohol odor on breath;
 - c. unsteady walking or movement not related to prior injury or disability;
 - d. an accident involving city property having no obvious causal explanation other than possible employee responsibility;
 - e. physical or verbal behaviors that are disruptive, non-responsive, unusual for that employee or otherwise inappropriate to the workplace situation;
 - f. attributable possession of alcohol or drugs;
 - g. information obtained from a reliable person with personal knowledge that would lead a reasonably prudent supervisor to believe that an employee is under the influence of alcohol or drugs;
3. Refusal to remain on the premises or to submit to a drug and alcohol analysis when requested to do so by city management or by law enforcement officers shall constitute insubordination and shall be grounds for discipline, up to and including termination.

4. A drug and alcohol analysis may test for the presence of any drug which could impair an employee's ability to effectively and safely perform the functions of his or her job.
5. A positive result from a drug and alcohol analysis may result in termination.
6. City agrees to take steps to protect the chain of custody of any drug test sample.
7. Employee will be placed on paid administrative leave pending the completion of any testing process and any investigation deemed necessary by the city.

III. EMPLOYEE ASSISTANCE PROGRAM

- A. The city has a well-established voluntary Employee Assistance Program (EAP) to assist employees who seek help for substance abuse problems. The EAP is available for assessment, referral to treatment, and follow-up. Any employee of the city wishing confidential assistance for a possible alcohol or drug problem can call the EAP office and arrange for an appointment with a counselor.
- B. Employees who are concerned about their alcohol or drug use are strongly encouraged to voluntarily seek assistance through the EAP. All self-referral contacts are held in confidence by the EAP.
- C. Participation in the employee assistance program will not replace normal disciplinary procedures for unsatisfactory job performance or for violation of any city policy.

SECTION 18. PARAMEDIC LICENSE PAY

EMTs who possess their paramedic license and San Diego County accreditation will receive \$110.77 per pay period for paramedic license pay upon approval from their supervisor and successful completion of an evaluation of paramedic skills by the Fire Chief or designee.

SECTION 19. REPORTING VALUE OF UNIFORMS TO CALPERS

EMTs who are Classic Members will have the amount of \$17.31 reported to CalPERS bi-weekly as special compensation related to the monetary value of the required uniform, excluding boots. Under PEPR, this benefit is not reported to CalPERS as special compensation for New Members.

SECTION 20. DEFERRED COMPENSATION

The city shall provide for a Deferred Compensation Plan which may be utilized by EMTs on an optional basis. The city reserves the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan. Such plan shall be implemented according to the plan document and without cost to the city.

SECTION 21. LEAVE OF ABSENCE

A. Occupational Injuries or Illnesses

If an EMT sustains a work related injury or illness and becomes temporarily disabled from work as a result, the EMT may receive the EMT's full salary, in lieu of the state mandated temporary disability benefit, for a period of up to 45 calendar days for any single incident. The periods of temporary disability need not be continuous. Any aggravation of a pre-existing occupational injury or illness will be treated as such and not as a new injury. In this situation, the EMT will not be entitled to any occupational sick leave benefit which exceeds the original maximum of 45 calendar days. The city reserves the right to determine whether occupational sick leave will be granted. Granting of occupational sick leave will be subject to the same procedures and standards (including predesignated physicians, resolution of disputes over benefits, use of Agreed Medical Examiners, etc.) as used in workers' compensation matters and/or FMLA/CFRA matters.

If an EMT continues to be unable to work after the above described benefits have been exhausted and the EMT has not been retired, the EMT will receive workers' compensation temporary disability payments as provided in the California Labor Code. To the extent these benefits are less than the EMT's full regular pay, the EMT shall supplement them by using accrued sick leave and/or vacation to reach the amount equal to the EMT's full regular pay until the EMT's leave balances reach zero, at which time the EMT would commence an unpaid leave of absence (i.e., the EMT would not receive a city paycheck).

B. Non-Occupational Injuries or Illnesses

If an EMT is temporarily unable to work due to a non-occupational illness or injury, the EMT will receive those disability benefit payments for which the EMT is eligible and applies. To the extent that these benefits are less than the EMT's full regular pay, the EMT shall supplement them by using accrued sick leave and or vacation to reach the amount equal to the EMT's full regular pay until the EMT's leave balances reach zero, at which time the EMT would commence an unpaid leave of absence.

C. To the extent permitted by law, a leave of absence under this section will run concurrently with any FMLA or CFRA leave of absence an EMT is entitled to receive it.

D. Leave of Absence Without Pay

1. General Policy

An EMT may be granted a leave of absence without pay pursuant to the approval of the Fire Chief or designee for less than two calendar weeks. If the duration of the leave of absence will be longer, the approval of the City Manager or designee is required.

An EMT shall utilize all the EMT's vacation and/or sick leave (if applicable) prior to taking an authorized leave of absence without pay.

A leave without pay may be granted for any of the following reasons:

- a) Illness or disability.
- b) To take a course of study which will increase the EMT's usefulness on return to the EMT's position.
- c) For personal reasons acceptable to the Fire Chief or designee and City Manager.
- d) Authorization Procedure

Requests for leave of absence without pay shall be made in writing and shall state specifically the reason for the request, the date when the leave is desired to begin, the probable date of return, and the agreement to reimburse the city for any benefit premiums paid by the city during the leave of absence. The request shall normally be initiated by the EMT but may be initiated by the Fire Chief or designee, and, if applicable, shall be promptly transmitted to the City Manager or designee for approval. A copy of any approved request for leave of absence without pay with a duration equal to or greater than two calendar weeks shall be delivered promptly to the Directors of Finance and Human Resources.

2. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed six months, unless otherwise approved by the City Manager. The procedure for granting extensions shall be the same as that in granting the original leave provided that the request for extension is made no later than 14 calendar days prior to the expiration of the original leave.

3. Return From Leave

When an EMT intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, the EMT shall contact the Fire

Chief or designee at least 14 calendar days prior to the day the EMT plans to return. The Fire Chief or designee shall promptly notify the Human Resources Department of the EMT's intention. The EMT shall return at a rate of pay not less than the rate at the time the leave of absence began.

4. Leave Without Pay - Insurance Payments and Privileges

While on leave without pay, an EMT may continue the EMT's city insurance benefits by reimbursing the city for the EMT's costs of insurance on a monthly basis during the period of the leave. Failure to reimburse the city for such benefits during the term of a leave of absence will result in the EMT's coverage terminating on the first day following the month in which the last payment was received.

Upon EMT's return to paid status, any sums due to the city shall be repaid through payroll deductions. This applies to sums due for insurance as well as other payment plans entered into between the city and the EMT (e.g., computer loan).

Upon eligibility for continuation of healthcare benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the EMT will be notified of the COBRA process.

While on leave of absence without pay, an EMT shall not have all of the privileges granted during regular duty service.

E. Pregnancy Disability Leave

Pregnancy Disability Leave shall be authorized and/or administered in accordance with the provisions of state and federal law. In the case an EMT is disabled by pregnancy, childbirth or a related medical condition, the EMT shall be allowed to utilize a combination of accrued leave and leave without pay to take a leave for a reasonable period of time, not to exceed four months. "Reasonable period of time" means that period during which the EMT is disabled on account of pregnancy, childbirth, or related conditions. An EMT shall utilize all accrued leave, except sick leave, prior to taking leave without pay.

The EMT shall give the city reasonable notice of the date the leave shall commence and the estimated duration of the leave.

If the EMT is disabled by pregnancy, the EMT may be eligible to return to work on a light duty assignment per the Department Directive regarding a non-occupational illness/injury.

F. Extended Leave of Absence

Upon completion of either 84 consecutive calendar days (12 weeks) of leave of absence (paid or unpaid and except when leave is ordered by the city or when the

EMT is on an active duty military leave) the EMT will not be eligible for the benefits listed below:

1. accrual of sick leave and vacation and
2. holiday pay

On the day that the EMT returns to work from the extended leave of absence, the EMT will resume eligibility for the abovementioned benefits and the EMT's vacation anniversary date will be adjusted for each calendar day the leave of absence lasted beyond 84 consecutive calendar days.

During or immediately following a leave of absence, if the EMT returns to work for fewer than 14 calendar days before subsequently going back on a leave of absence for the same injury, illness or reason for the leave (paid or unpaid and except when leave is ordered by the city or when the employee is on an active duty military leave), the second leave of absence shall be considered a continuation of the first leave of absence.

G. Deployment Recovery Leave

Effective March 20, 2023, EMTs returning from incident deployments spanning 240 hours or greater shall be granted deployment recovery leave of up to 24 hours to cover the balance of their remaining shift if returning on a regularly scheduled workday.

If returning from an incident deployment spanning 240 hours or greater on a regularly scheduled day off, EMTs shall be granted deployment recovery leave of up to 24 hours to cover the duration of their next regularly scheduled shift so long as that regularly scheduled shift is scheduled to begin within 24 hours of return from the incident.

EMTs returning from incident deployments spanning 240 hours or greater will not be allowed to work overtime or a trade or be eligible to be force hired unless they have been off duty for a total of 24 hours whether returning on a regularly scheduled workday or a regularly scheduled day off.

In the event the department is experiencing a staffing shortage, the Fire Chief or the Fire Chief's designee may adjust deployment recovery leave as needed until the local staffing shortage is resolved.

SECTION 22. MILITARY LEAVE

Military leave shall be authorized in accordance with the applicable provisions of state and federal law.

SECTION 23. JURY DUTY

When called to jury duty, the EMT, having provided at least five working days' written notice from the date of the summons to the Human Resources department, shall be entitled to the EMT's

regular compensation. If the EMT also receives any compensation from the court for serving on a jury, the EMT will reimburse the City for the amount the EMT received from the court. The EMT shall be entitled to keep mileage reimbursement paid and/ or the transit pass paid or provided while on jury duty and will be reimbursed for any applicable parking fees while on jury duty.

If the EMT is released early from jury duty, the EMT shall report to the EMT's supervisor for assignment for the duration of the workday. At the discretion of the supervisor, the EMT may be released from reporting back to work if an unreasonable amount of the workday remains in light of travel time to the job site after release.

SECTION 24. LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AND VOLUNTARY BENEFITS

EMTs shall receive city paid life insurance in an amount equal to their base salary up to a maximum base salary of \$200,000. To determine the benefit, the amount of insurance is rounded to the next higher \$5,000 multiple, unless the amount equals a \$5,000 multiple.

EMTs shall receive city paid Accidental Death and Dismemberment insurance in an amount equal to their base salary up to a maximum base salary of \$200,000. To determine the benefit, the amount of insurance is rounded to the next higher \$5,000 multiple, unless the amount equals a \$5,000 multiple.

Effective January 1, 2023, EMTs shall receive city paid life and AD&D insurance for a spouse and children. The coverage amount for a spouse is \$20,000 and for children is \$10,000.

The city provides various voluntary benefits available at the EMT's cost. An EMT may select among various levels of coverage. For information regarding these benefits, contact the Human Resources Department at 442-339-2440.

SECTION 25. WELLNESS

The city shall contract with a wellness program provider to provide a wellness program to EMTs.

Participation in educational components is mandatory. EMTs are strongly encouraged to participate in the comprehensive fitness assessment and in the blood chemistry evaluation; however, an EMT may choose not to participate in either of these two components. All information and results from this general fitness evaluation are confidential in accordance with federal and state medical information privacy laws, non-punitive and will be given only to the EMT.

SECTION 26. PAID FAMILY LEAVE

Per Administrative Order No. 84, EMTs will be eligible for up to 160 hours per year of paid family leave to care for an immediate family member or bond with a new child.

SECTION 27. DEFENSE AND INDEMNIFICATION

The city will defend an EMT in an action or proceeding brought against the EMT in accordance with the requirements and limitations in California Government Code Sections 995 through 996.6. The city will indemnify an EMT for a judgment for compensatory damages in accordance with the requirements and limitations in California Government Code Sections 825-825.6.