

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

August 24, 2012

The City of Chula Vista and IAFF (Local 2180) tentatively agree to the following:

The creation of an Advanced Life Support (ALS) program is a mutual interest of both IAFF Local 2180 and the City of Chula Vista. Continuation of the ALS program will be at the discretion of the Fire Chief and based on the need and adequate funding of the program via solely the use of pass through/transport fees.

This ALS program will become effective upon the completion of an agreement between the City and American Medical Response (AMR) and City Council approval. Continuation of the ALS program will be at the discretion of the Fire Chief with City Council approval, and based on the need for said program as determined by the City or adequate funding of the program. Continuation of the program is further contingent upon adequate and complete funding through the American Medical Response (AMR) agreement or AMR successor. No General Fund monies will be used to fund the ALS program. The term of this Agreement shall be until September 30, 2014.

The ALS program goal is to initially have five (5) companies staffed to provide paramedic services and starting in the third year adding two (2) companies staffed to provide paramedic services per year until all the companies are able to provide paramedic services. The Fire Chief shall determine which stations and companies will provide paramedic services. Assignment to the paramedic stations and companies shall take precedence over seniority-based assignment to the specific station and company. The City and IAFF will work collaboratively in the assignment of paramedic trained personnel. The Fire Chief shall have final authority to determine which paramedic trained personnel will be assigned to the specific station and company.

The Department will create an ALS Committee ("Committee") to advise the Fire Chief on matters related to this MOU, including development of ALS program policies and procedures. The Committee shall consist of two representatives assigned by the Fire Chief and two representatives assigned by IAFF Local 2180. The Committee's role shall be advisory unless otherwise noted. Nothing in this provision shall be interpreted in any manner that intrudes upon City Management's rights, unless otherwise expressly specified herein.

A. PARAMEDIC TRAINING SCHOLARSHIP PROGRAM

1. Annually, the Fire Chief will determine if there is a need to provide a scholarship program. It is the Fire Department's goal to meet the paramedic staffing level set forth above under those time frames, or sooner if possible.

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

2. The Chula Vista Fire Department (Department) will use an application and interview process for those paramedic candidates interested in attending a department-sponsored paramedic school scholarship program. The department will establish an eligibility list for those paramedic candidates based on their overall score. If two candidates receive the same score, their selection will then be based on seniority.
 - a. During the paramedic candidate selection process, priority will be given to the firefighter rank. The basis for this is because each paramedic company is based on the firefighter-paramedic position. The Fire Chief will make the determination if prospective paramedic candidates in higher suppression ranks will be included in the scholarship program.
 - b. All scholarship candidates must be in "good standing" with the department, San Diego County EMS, and California EMSA. Any active or pending certification/licensure action or legal proceedings against an employee as described in Health & Safety Code, Section 1798.200 will disqualify that individual from the scholarship program.
3. The eligibility list will be established and utilized annually for the paramedic class that begins each September. The eligible list may be extended as determined by the Fire Chief.
4. A paramedic scholarship candidate must successfully complete all prerequisite requirements for the Southwestern College paramedic school on their own time and expense. This includes completing and submitting all required paramedic training applications and forms, and being accepted into the programs next class.
5. An employee who is unsuccessful in completing his/her department-sponsored paramedic training program may have up to one additional opportunity to complete the program. The individual will be placed at the bottom of the following eligibility list. This does not guarantee a sponsorship in the next round. Sponsorship eligibility is based on the number of qualified applicants each year.
 - a. An employee who does not successfully complete EMT-P training will not be obligated to reimburse the Department for any fees.
 - b. An employee who is unsuccessful in completing his/her paramedic training will not face disciplinary action, unless a violation of an established law, regulation, or City or Department policy has occurred. If such a violation is

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

deemed to have taken place, the candidate may be disqualified from further consideration for department-sponsored paramedic training.

6. The Department will offer the following in support of employees who wish to attend paramedic school:
 - a. The Department will pay all tuition fees (registration, exams, health, parking pass, finger-print, etc.) associated with attendance in paramedic school at Southwestern College or a school designated by the City.
 - b. The Department will purchase and provide all required textbooks. Optional textbooks are the responsibility of each employee. However, the City may, in its discretion, purchase optional textbooks.
 - c. The Department will provide early release from duty to employees who are attending paramedic classes when necessary. Force-hire procedures for staffing will bump down to the next employee during scheduled paramedic training.
 - d. Didactic and Clinical Phases: The need for future paramedic classes is determined by the Fire Chief and the minimum didactic hours (608 hours) required by the program will be covered. For clinical time, the minimum hours required (160 hours) by the program will be covered.
 - e. Ride-a-Long Hours: The Department will cover the minimum hours of the required time (108 hours) for ride-a-long experience (as determined by Southwestern College's paramedic training curriculum). All additional non-mandatory ride-a-long hours are at the employee's expense. If further hours are mandated by the program/department those mandated hours shall be covered.
 - f. Field Internship: The Department will cover the full minimum hour requirement (480 hours) of the field internship phase.

B. SEPARATION FROM THE CVFD PARAMEDIC PROGRAM

A Firefighter-Paramedic will have the option of leaving the paramedic program under the following conditions:

1. The Department will maintain a sufficient minimum number of firefighter-paramedics to meet the operational needs of the Fire Department as

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

determined by the Fire Chief, with consideration of input from the ALS Committee.

2. The department-sponsored paramedic employee will serve a minimum four (4) year obligation as a paramedic with the CVFD (from the time they receive California EMT-P licensure) prior to requesting to leave the program.
3. The employee may resign provided there is another eligible paramedic to fill their position and will not impact other operational needs. If there is no available paramedic to fill the position then the resignation will not go in effect until an eligible paramedic is in place. The employee will submit a written letter of resignation from the paramedic program at least ninety (90) days in advance of the date they wish to leave the program. In case of simultaneous resignation requests, resignation will be based on seniority. The notification requirement may be shortened under appropriate circumstances.
4. Upon resigning from the paramedic program; EMT-P compensation and reimbursements will end. The employee must maintain and limit their scope of practice to that of an EMT.
5. Department-sponsored employees who voluntarily resign from either City employment, or from the paramedic program before the four year obligation is complete will be obligated to reimburse the City for all tuition costs associated with the EMT-P training. The aforementioned department-sponsored employees may receive credit against the amounts due on a pro-rated basis based on the amount of time completed during the four year obligation.
6. Extenuating circumstances that require an individual to leave the paramedic program prior to completing his/her four-year commitment will be considered on a case-by-case basis. The Fire Chief may on a case-by-case basis excuse part of or all of the aforementioned required reimbursement based on upon extenuating circumstances.
7. "Other-Paramedic" personnel do not have to comply with sections B1 and B3 above.

C. SCOPE OF PRACTICE

1. Any employee who possesses the qualifications as an EMT-P, but expressly chooses not to participate in the Departments paramedic program will not be compensated as an EMT-P, and will be limited in their scope-of-practice to provide patient care at the level of an EMT.

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

2. Employees who actively participate and function as paramedics for the Chula Vista Fire Department shall successfully meet all State and San Diego County certification, licensure and accreditation requirements.

D. PARAMEDIC PROGRAM EXPENSES

All costs of the paramedic program are paid from reimbursements for services provided to the Fire Department from the City's Ambulance Transportation Contract. Costs are to include EMT-P licensing, continuing education, paramedic training, supplies, administration, and any other costs directly attributed to the program.

1. The Department will pay for all fees associated with Paramedic license, certifications, and accreditation as set forth by local, county, state and federal agencies.
 - a. Employees must submit the original receipt along with the reimbursement form, and a copy of their ACLS card, and California and San Diego County EMT-P licenses to the EMS Division.

E. PARAMEDIC PROGRAM SPECIALTY COMPENSATION

1. A Paramedic Company shall be defined as a fire apparatus with advanced life support (ALS) capability. The (firefighter rank) on this company shall be trained to the level of EMT-Paramedic and two members trained to the level of EMT as a minimum. Paramedics on the ALS Company shall carry out duties as defined by the appropriate San Diego County and State of California Emergency Medical Services (EMS) agencies.
2. A "Firefighter Paramedic" shall be defined as an employee assigned by the department to functionally ride and qualified to carry out the duties in the Firefighter-Paramedic position.
3. The Fire Chief will determine if there is a need to have additional suppression ranks certified as Paramedics. These other positions will be considered as "Other Paramedic".
4. In order to be eligible for paramedic specialty compensation, an employee must:
 - a. Possess a valid current State of California EMT-Paramedic license.
 - b. Possess a valid current County of San Diego EMT-Paramedic Accreditation card

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

- c. Possess a valid current Advanced Cardiac Life Support (ACLS) card
- d. Possess a valid current CPR card
- e. Attend a Pediatric Advanced Life Support (PALS) course or equivalent every four years (at a minimum).
- f. Attend a Pre-Hospital Trauma Life Support (PHTLS) course or equivalent every four years (at a minimum).
- g. Successfully pass Department EMT-P skills assessment stations and general protocol / knowledge test (initial start-up of the paramedic program).
- h. Maintain and provide the Department copies with proof of certification, licensure and accreditation. While the employee is responsible for maintaining certification, licensure, and accreditation, the Department will assist employee by providing notices of required certifications, licensure, and accreditation.
- i. The Department will designate from which group certification, licensure, accreditation is required. The Department shall make a list of such groups available to employee.

8. Compensation under the Paramedic program shall be as follows:

- a. [Firefighter Paramedics-Specialty Pay] That Firefighters trained as, certified as, and assigned by the Fire Department to perform the duties of a paramedic be compensated by receiving specialty pay in the amount of 15% of their base pay per pay period (hereinafter "FF-Paramedic Specialty Pay"). For example, if the Firefighter is at E-Step (\$2515.03 per pay period) and is assigned as a Firefighter Paramedic then his FF-Paramedic Specialty pay would be \$377.25 per pay period ($2515.03 \times .15 = 377.25$).
- b. [Paramedic Trained Fire Engineers and Captains-Specialty Pay] That Fire Engineers and Captains who are trained as, certified as, and that may be assigned by the Fire Department to perform the duties of a paramedic be compensated by receiving specialty pay in the amount of 7.5% of their base pay per pay period (hereinafter "Paramedic Trained Fire Engineers and Captains Specialty Pay"). The aforementioned specialty pay would be calculated as described in paragraph 8(a).
- c. [EMT Specialty Pay] That Firefighters, Fire Engineers, Captains, and Battalion Chiefs with current and valid EMT certificates will be compensated

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

by receiving specialty pay in the amount of 1.5% of their base pay per pay period. The aforementioned specialty pay would be calculated as described in paragraph 8(a).

- d. [Not Eligible for EMT Specialty Pay] Fire personnel receiving compensation in paragraphs 8(a) and 8(b) and Prevention Fire Department employees shall not receive the compensation set forth in paragraph 8(c).
- e. [Compensation Start Date] The compensation described in paragraphs 8(a)-(c) shall begin to be paid the first pay period after the County certifies the first paramedic station as operational.
- f. [Term] The terms of this side letter on compensation shall remain in full force and effect from the date the General Conditions below are satisfied and the City and IAFF sign an agreement for the ALS program until September 30, 2014. The Fire Chief, subject to City Council approval, has the sole and unfettered discretion to terminate the ALS program at any time and for any reason. If the ALS program is terminated under this paragraph, all terms in this compensation side letter shall cease immediately.
- g. [General Conditions] The compensation proposal offered herein is contingent upon the following:
 - 1. The Parties completion and agreement to the Advanced Life Support ("ALS") procedures for the ALS Paramedic Program (regarding which the parties had also been in informal discussions); and
 - 2. Amendment of AMR's contract to permit and completely fund (via transport fees) the approved ALS Paramedic Program; and
 - 3. City Council approval of the final versions of the AMR contract and IAFF MOU amendments regarding the ALS Paramedic Program.
 - 4. All funding for this agreement shall be from pass through fees from the AMR contract and no use of City General Fund revenues.

F. CONTINUING EDUCATION (CE)

- 1. Continuing education ("CE") is the responsibility of the employee. The Department will provide in-service training as detailed below to meet CE requirements. The Department may in lieu of providing in-service training, approve other CE programs to satisfy CE requirements. In-service training will be the primary means of providing CE and non-in-service trainings should only be used when in-service training is not available or the employee is unable to attend in-service training because of deployment related or other excused

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

absences. To be eligible for reimbursement, all non-in-serve training programs must be approved by the Fire Chief before attendance is permitted.

2. The Department will provide a minimum of 24 hours of continuing education requirements annually. This includes Field Care Audits, and "on-line" CE services available to on-duty employees to assist in satisfying the requirements set forth by the State of California and County of San Diego.
3. A minimum of one Advanced Cardiac Life Support (ACLS) class will be provided annually by the department.
4. Additional continuing education classes will be provided by AMR (or its successor) at no cost to the employee.
5. Employees shall bear full responsibility for obtaining all required continuing education.

For the City of Chula Vista:

Dave Hammenan

Name:

[Signature]

Name:

Name:

Name:

Name:

For IAFF, Local 2180:

Name [Signature]

Name [Signature]

Name

Name

Name