

MOU BETWEEN COUNTY AND MCPRA
(MONO COUNTY PARAMEDIC RESCUE ASSOCIATION)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MONO
AND
MONO COUNTY PARAMEDIC RESCUE
ASSOCIATION**

August 1, 2014, through July 31, 2017)



ARTICLE 1. PARTIES; DEFINITIONS; PURPOSE

A. Parties

The parties to this Memorandum of Understanding (MOU) are the County of Mono, acting by and through the Mono County Board of Supervisors, and the Mono County Paramedic Rescue Association (hereinafter "Association") which is the employee bargaining unit further defined in Article 4 of this MOU.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles hereof:

- (1) "ASSOCIATION" means the Mono County Paramedic Rescue Association, a recognized employee bargaining unit representing all probationary and permanent Mono County Emergency Medical Technicians (EMT's), including EMT Advanced, and Paramedics who are not covered by MOU's between Mono County and other Mono County employee bargaining units.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (3) "COVERED EMPLOYEE OR EMPLOYEES" means those Mono County EMT's and Paramedics who are not members of any other recognized bargaining unit, and who are not "temporary employees" as that term is defined in Mono County Code Personnel System Sections 170.F.4-8, as may be separately amended or superseded. All covered employees are covered by the terms of this MOU. Reserve employees are not covered employees.
- (4) "MOU" means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.
- (5) "RESERVE EMPLOYEES" means temporary employees and/or retired annuitants whom COUNTY may utilize to fill vacant shifts of paramedics and EMTS, as described more fully below. COUNTY intends to develop a pool of reserve employees, and COUNTY will inform ASSOCIATION as the use of such employees is implemented, including the approximate size of the pool. COUNTY will consult with ASSOCIATION on training and performance issues pertaining to reserve employees. Reserve employees will have first preference for all vacant shifts. See also Articles 20 and 30.
- (6) "RETIRED ANNUITANT" is an employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.

- (7) "VACANT SHIFT" means any shift requiring backfilling due to the absence of a covered employee and shifts in addition to normal staffing including partial shifts.

C. Purpose

The purpose of this MOU is to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between the COUNTY and employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understandings reached by the ASSOCIATION and the COUNTY as a result of good faith negotiations. This MOU requires the approval of the Mono County Board of Supervisors and members of the ASSOCIATION prior to its execution and implementation.

ARTICLE 2. RECITALS; FINDINGS

- A. All pre-existing agreements between the COUNTY and the ASSOCIATION expired on or prior to December 31, 2011. Since that time, new terms and conditions of employment were imposed by the COUNTY via Resolution 13-11, and the parties have thereafter negotiated in good faith in an attempt to reach a new agreement on salary, benefits, working conditions, and other pertinent matters.
- B. In adopting it, the Board of Supervisors finds this MOU is necessary to promote harmonious relations between the COUNTY and the ASSOCIATION, and to ensure continuous efficient emergency medical services to the people of Mono County and those who work, recreate, and travel here. In the absence of an MOU, it will be difficult to attract or keep trained, experienced, and capable emergency medical personnel in this county. To those ends, the Board finds that this MOU is necessary for the health, safety and welfare of the people.
- C. The ASSOCIATION likewise desires to enter into this MOU for the period of August, 1 2014, to and including July 31, 2017.
- D. It is the purpose of this MOU to set forth the understanding and agreements reached by the parties. The COUNTY in good faith acknowledges all rights of the ASSOCIATION under the Meyers-Milias-Brown Act (MMBA).
- E. Whereas, and in consideration of the terms, conditions, recitals, and understandings expressed in the MOU, the parties agree as herein set forth.

ARTICLE 3. TERM; RENEGOTIATION

The provisions of this MOU shall be effective from and after August 1, 2014 , unless otherwise specified. This MOU shall expire at 12:00 midnight on July 31, 2017, except as otherwise provided by state law. The parties expect to begin negotiations for a

successor MOU at least six (6) months prior to the expiration of this MOU. Both parties agree to use their best efforts to complete negotiations on a successor MOU.

ARTICLE 4. RECOGNITION

The COUNTY hereby reaffirms its previous recognition of the ASSOCIATION as the exclusive bargaining unit legally authorized to negotiate and execute this MOU on behalf of the covered employees.

ARTICLE 5. ASSOCIATION RIGHTS

The COUNTY recognizes all legal rights of all employees covered by this MOU, including the right to join and participate in the activities of the ASSOCIATION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, the Meyers-Millias-Brown Act. The COUNTY shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights. The provisions of this MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed, or religion, and in accordance with all applicable State and Federal laws.

ARTICLE 6. HEALTH CARE AND DISABILITY BENEFITS

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY pursuant to this Agreement.
- C. The COUNTY shall continue to keep covered employees in CalPERS medical insurance. In the event that COUNTY desires to change said provider during the term of this MOU, the ASSOCIATION agrees to meet and confer in good faith regarding the proposed change. Absent an agreement between COUNTY and ASSOCIATION to change the provider, however, the COUNTY shall not unilaterally make such a change.
- D. The COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.
- E. Disability Insurance

The COUNTY shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at COUNTY expense. The COUNTY shall pay all such premiums as are necessary to provide SDI benefits to covered employees. If the Association desires its own disability insurance coverage, the COUNTY will contribute its current cost of SDI coverage toward such alternative coverage. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the COUNTY shall continue paying:

- (1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 9); and
- (2) The medical portion of Social Security.

F. Health Care Coverage for Retirees

- (1) The COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.
- (2) Each "retired employee" and one dependent of a retired employee (including a spouse of the retired employee, and otherwise as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.
- (3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after March 15, 1996, who was age fifty (50) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- (4) Any benefits after retirement under this Section F of Article 6 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change. (See also Article 11.)

ARTICLE 7. DENTAL CARE PLAN

The COUNTY shall implement and extend coverage under the COUNTY Dental Plan to all covered employees and their dependents with the understanding that the COUNTY shall retain total discretion regarding carrier and plan content, and with the further understanding that the COUNTY Dental Care Plan as now constituted shall be the minimum base coverage. The coverage provided by this Article shall extend to retired employees (as defined above in Article 6), together with one dependent of the retired employee.

ARTICLE 8. VISION CARE PLAN

The COUNTY shall implement and extend coverage under Vision Care (Plan C: \$10.00

deductible) to all covered employees and their dependents with the understanding that the COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 6), together with one dependent of the retired employee.

ARTICLE 9. CAFETERIA PLAN

- A. Subject to Article 36, beginning the first pay period after the ASSOCIATION AND COUNTY ratify this MOU, or as soon thereafter as the COUNTY implements this section, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below, which shall be contributed by the employee:

	<u>Employee Contribution</u>
Single:	\$25.00/month
Two-Party:	\$50.00/month
Family:	\$100.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the entire PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable).

- B. The County shall not make any contributions to the Cafeteria Plan for covered employees who are not enrolled in CalPERS medical coverage.

ARTICLE 10. 401(a) PLAN.

- A. Any covered employee hired on or after February 4, 2003, shall not be eligible to earn or receive the retirement service benefit provided by Article 11, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any active employee of the unit who was hired prior to February 4, 2003, may also elect to receive COUNTY contributions into a Section 401(a) Plan under

this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 11.

- B. The COUNTY has established and implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The COUNTY shall contribute into the Section 401(a) Plan an amount on behalf of each employee electing to participate under this Article 10 equal to the amount contributed by that employee from his or her own pre-tax salary into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed three percent (3%) of the employee's pre-tax salary. Accordingly, if an employee contributed a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to three percent (3%) (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employees shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of COUNTY service, as set forth more fully below.
- C. The 401(a) Plan implemented in this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years	100 percent

D. In addition to and notwithstanding the foregoing, employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use -- shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

ARTICLE 11. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on the COUNTY payroll prior to February 4, 2003).

- A. Each retired employee who was on the COUNTY payroll prior to February 4, 2003, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (See Article 9), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 10).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after March 15, 1996, who was age fifty (50) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- C. The amount of the flexible credit allowance shall be computed as follows:
- (1) If the employee retires after December 31, 2000, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 9), minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the COUNTY's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the COUNTY to CalPERS). Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.
 - (2) If the employee retires before December 31, 2000, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the

same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

ARTICLE 12. VACATION ACCUMULATION

A. Accumulation/Accrual

Because covered employees work 24-hour shifts (or "days"), and 56-hour weeks, vacation accrual for covered employees shall not be as provided in Mono County Code Section 2.68.110, as may have been superseded. Instead, permanent and probationary covered employees will accrue vacation on a monthly basis at the following annual rates, based upon years of employment:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
0-3	112 hours	9.33 hours
3-10	168 hours	14.00 hours
10-15	191 hours	15.92 hours
15-20	213 hours	17.75 hours
20+	224 hours	18.67 hours

B. Notwithstanding anything to the contrary, the maximum number of vacation days that may be accumulated by any employee as of December 31st, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation day accumulation as provided above in Section A of this Article 12.

C. If a covered employee's total accumulated vacation days exceeds two and one-half times their annual vacation day accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual. Once the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual, then their accrual of vacation days will recommence for the remainder of the calendar year.

D. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

ARTICLE 13. SICK LEAVE

- A. Permanent covered employees will accrue 11.2 hours of sick leave each month.
- B. Sick leave for each covered employee shall accrue upon the employee's date of employment, but not in accordance with Mono County Code Section 2.68.100, as may have been superseded, because covered employees work 24-hour shifts (or "days"), and 56-hour weeks. Covered employees shall be permitted to accrue up to one year's worth of sick leave (as calculated by PERS for retirement credit purposes) for the purpose of applying up one year's worth of sick leave toward PERS service credit upon separation from employment with the County, as may be permitted by California Government Code Section 20965. Otherwise, the employee shall only be entitled to utilize sick leave as if they can accrue a maximum of 960 hours, and may be compensated for no more than 960 hours of accrued sick leave as follows:

- (1) If the employee has worked for the COUNTY less than five (5) years, or elects to apply sick leave toward PERS service credit as provided for above, no amount shall be paid for accrued sick leave.
- (2) If the employee has worked for the COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid fifty percent (50%) of the dollar value of the accrued sick leave.
- (3) If the employee has worked for the COUNTY more than ten (10) years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- (4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for the COUNTY.
- (5) The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.

ARTICLE 14. BEREAVEMENT LEAVE

Permanent covered employees shall be allowed the same bereavement leave (and critical illness leave) applicable to other bargaining units, which is set forth in the County's Personnel Policies provided, however, that instead of receiving a maximum of five 8-hour "working days" of leave each member shall receive two consecutive 24-hour shifts of leave. Also, said leave shall only be provided for one qualifying critical illness event and one qualifying bereavement event per calendar year (and does not accrue).

ARTICLE 15. LONGEVITY COMPENSATION.

B. Any covered employee hired before January 1, 2013, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his/her salary range, shall receive two-and-one-half percent (2.5%) additional compensation. An additional two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his/her salary range. A third and final one-and-one-half percent (1.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his/her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on December 31, 2012, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall instead continue to receive one percent (1%) less than that amount of longevity pay.

C. Covered employees hired on or after January 1, 2013, will not be eligible to receive longevity compensation at any future date.

ARTICLE 16. SENIORITY

For the purpose of determining individual salaries and benefits, including retirement service benefits (Article 11), COUNTY will recognize all previous unbroken service in permanent (not temporary) employment status as Paramedics and EMT's with the Mammoth Lakes Fire Protection District and the County of Mono.

ARTICLE 17. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. In the event a covered employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the employee carries out the other duties.**
- B. The provisions of this Article are operative only when all of the following conditions occur:**
- (1) Written direction has been given to the employee to assume the other duty by the EMS Manager or by a person so authorized by the EMS Manager;**
 - (2) The assumption of duties entailing greater responsibility must be taken for a period of one full-time week (i.e., 56 hours) before the provisions of the Article apply. Said initial work week shall not be included in the increased pay calculations;**
 - (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of**

Supervisors.

ARTICLE 18. RELEASE TIME

- A. The ASSOCIATION President and designated representatives shall have reasonable time off with pay for the purposes of carrying out ASSOCIATION-related matters (not to exceed a total of three (3) persons). The ASSOCIATION representatives shall notify the EMS Manager in advance that they will be participating in ASSOCIATION matters.**

- B. The COUNTY agrees that ASSOCIATION members on duty may attend semi-annual ASSOCIATION membership meetings during working hours without loss of pay provided:**
 - (1) Attendance is verified by signature roster prepared and certified by the ASSOCIATION Secretary;**
 - (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting;**
 - (3) The employee's absence from work will not result in the lack of minimum coverage of functions as determined by the EMS Manager.**

ARTICLE 19. SHIFT TRADING

- A. COUNTY will allow shift trading with EMS Manager approval with the following conditions:**
 - (1) Limit of ninety-six (96) hours owed;**
 - (2) Employees will hold COUNTY harmless;**
 - (3) Employees must be using vacation time in reasonable proportion to vacation accrual rate.**

ARTICLE 20. WORK SHIFTS; OVERTIME

This Article is subject to Article 36.

- A. As required by the Fair Labor Standards Act (FLSA), all covered employees shall be paid premium pay and/or overtime in accordance with Fair Labor Standards Act (FLSA) requirements for hours worked (as described below) in excess of forty (40) hours per week.**
 - 1. Full-time employees' normal full-time work schedule shall continue to be two consecutive twenty-four hour shifts (48 hours) followed by 96 hours (four days) of regular time off. Thus, each normal work**

week includes 40 hours of regular compensation and some additional hours of scheduled overtime ("FLSA premium pay"), all of which should be reportable compensation to CalPERS; any hours of work beyond a normal work schedule may or may not be reportable to CalPERS. (See 2 Cal.Code of Regs section 571(a)(5).) The COUNTY cannot and does not guarantee that CalPERS will concur with the COUNTY's reported compensation. But in the event that CalPERS does not concur, ASSOCIATION may request to reopen negotiations regarding this article of the MOU.

- B. Use of vacation time, sick leave, and Compensatory Time Off (CTO) during a covered employee's normal work schedule (as discussed above in paragraph A) shall be considered hours worked ONLY for the limited purpose of calculating scheduled overtime ("FLSA premium pay") with respect to that normal work schedule. Use of leave and CTO time shall NOT be considered hours worked in determining whether an employee must be paid overtime on hours worked in addition to their normal schedule; overtime on such additional hours shall only be paid to the extent they exceed 40 hours of actual time worked during that work week (consistent with FLSA).
- C. All "vacant shifts" (as defined above in Article 1(B)(7)) will be offered first to reserve employees (if any). In the event that a vacant shift cannot be covered due to the refusal from all reserve employees, the shift may then be offered to all covered employees on the "overtime list." Any employee who is offered and accepts such a shift may later reject it ("give it back") within 24 hours without penalty unless the shift is less than 24 hours away; otherwise, the accepted shift must be worked. In the event that a vacant shift is refused by all employees to whom it is offered, said shift may then go to the "force hire" list of covered employees in order to cover the open shift. (See also Article 30 entitled "Call Back, Partial Shifts, and Force Hire.")
- D. The County may create and implement a standard operating procedure for processing time off requests.

ARTICLE 21. WORKSITE SAFETY

A. Cold Weather Gear (Safety Equipment)

- (1) The COUNTY shall provide the funds necessary to assure that covered employees needing such equipment for health and safety purposes shall receive new or otherwise serviceable and adequate protective safety and weather protection equipment. The COUNTY shall purchase or replace the following minimum issue of such equipment for covered employees:
 - (a.) Badge (1)
 - (b.) Storm Liner Jacket (1)
 - (c.) Gortex Jacket (1)

- (d.) Gortex Pants (1)
- (e.) Winter Hat (1)
- (f.) Winter Gloves (1 pair)
- (g.) Day Pack (1)
- (h.) Winter Boots (1 pair)
- (l.) Winter Gaiters (1 pair)
- (j.) Safety Glasses (1 pair)
- (k.) Winter Goggles (1 pair)

- (2) Safety and weather protection equipment shall remain the property of the COUNTY and shall be properly inventoried. Employees shall return assigned equipment upon termination from COUNTY employment. Safety and weather protection equipment shall be issued only to those persons required to work under conditions necessitating the importance of a particular item of such equipment. Previously-issued equipment shall be returned by the employee to whom it has been issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued safety equipment and for the cost of replacement of lost equipment. COUNTY will repair, or replace as necessary, standard equipment and safety equipment damaged or lost within the course and scope of employment. In addition, the COUNTY will maintain a pool of equipment to be available for the use of part-time, temporary employees on the days when they are assigned to work open shifts for the Paramedic Department. One of each of the items listed above will be made available to such employees.

B. Structural Turn Outs (Safety Equipment)

Each permanent, full-time employee will continue to be issued, at no cost to the employee, certain items as described in Chapter 5 of the NFPA 1500 Handbook. Those items will remain the property of the COUNTY. Additionally, the COUNTY will maintain a pool of such equipment to be available for the use of part-time, temporary employees on the days they are assigned to work open shifts in the Paramedic Department. Those items will specifically include one each of the following:

- (a.) Protective coat
- (b.) Protective trousers
- (c.) Protective hood
- (d.) Helmet
- (e.) Gloves
- (f.) Protective footgear

Temporary and part-time employees may use equipment that meets the same standards that has been previously issued to them due to their being a member of a recognized fire department if such use is permitted by that agency.

C. Worksite Inspection

- (1) The COUNTY shall provide reasonable safety programs and annual on-site safety inspections in order to assure safe worksites for COUNTY employees. Department heads shall have the responsibility for scheduling the safety programs and annual on-site worksite inspections. Employees may file written complaints relating to the safety of worksites. Written complaints shall be filed with the relevant department heads and copies shall be transmitted by employees who file them to the President of the Association. Should the complaint be unresolved at the department head level, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.
- (2) The Worksite Safety Advisory Committee will be established as the need arises, and will consist of the COUNTY'S designated risk manager, one member designated by the Association, and one member appointed by the other two members.

ARTICLE 22. UNIFORM ALLOWANCE AND REPLACEMENT

- A. Each member shall continue to receive an annual uniform allowance of \$750, of which amount \$375 is deemed to cover annual uniform acquisition and \$375 is deemed to cover annual uniform maintenance. Each new member shall upon employment receive a payment of \$375 for uniform acquisition and an additional payment for uniform maintenance based on pro-rated portion of the fiscal year remaining at that time. Should said new member not complete that remaining portion of the fiscal year as an EMT or Paramedic of Mono County, the COUNTY may recover \$30.00 per month from the new member for each month of said fiscal year not completed. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said member's final paycheck. ASSOCIATION understands that the compensation provided by this Article 22 is taxable and that COUNTY will withhold taxes from said amounts in accordance with applicable state and federal laws (notwithstanding any prior COUNTY practices). The aforementioned uniform allowances shall be spread out and paid in equal installments over twelve (12) months and shall be included in the employee's normal payroll check, and all checks will be direct deposit.
- B. Uniform items shall be as set forth in the "Uniform Standards" standard operating procedure attached hereto and incorporated herein by this reference. This standard operating procedure may be changed from time to time in the COUNTY'S sole discretion if it does not impose any increased costs to covered employees.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the member. The determination as to whether the clothing is replaced or repaired shall be made by the EMS Manager.
- D. All insignia and equipment issued to members shall be returned to Mono County

in good condition, ordinary wear and tear excepted, prior to receipt of said member's final paycheck. Any change or addition to the existing uniform which is ordered by the COUNTY shall be at the COUNTY'S expense.

ARTICLE 23. TRAVEL TIME

Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed location or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to COUNTY'S instructions. All such travel time shall be considered "hours worked" by the traveling employee, whether or not the employee is operating a vehicle or riding as a passenger. However, in any work week in which such travel occurs, management may reduce the traveling employee's regular work hours in order to avoid or minimize overtime for that week. For example, if an employee travels eight hours on a Sunday as a passenger to attend a seminar, that time will be counted as hours worked but management may reduce the employee's regular work hours later in the same work week by eight hours, so that no overtime would be owed as a result of the travel (all other things being equal).

ARTICLE 24. CERTIFICATION; STIPEND.

Covered employees shall assume full responsibility for meeting and maintaining any certification or licensing requirements imposed by state law or regulatory agencies with respect to their employment positions. Thus, each covered employee shall attend such continuing education classes as they may deem necessary and appropriate to meet and maintain their certifications/licenses, on their own time and at their own expense, except that COUNTY shall, subject to Article 36: (1) reimburse covered employee for any applicable license/certification renewal fee(s); and (2) provide each covered employee with additional compensation in the form of an annual certification stipend in the amount of six hundred dollars (\$600), which is intended to assist covered employees with their other certification/license-related expenses. Said annual stipend will be paid on or before July 1st of each calendar year. ASSOCIATION understands that the certification stipend is taxable compensation and that COUNTY will withhold taxes from said amount in accordance with applicable state and federal laws. Stipend payments will be included in the employee's normal payroll check and all checks will be direct deposit. (Note: In the event and to the extent that COUNTY directs a covered employee to attend a particular class or training, time spent attending that class or training shall be considered "hours worked." Time spent traveling to the location of such a class or training shall not be considered "hours worked" unless it occurs during a covered employee's regular shift or is otherwise required to be treated as hours worked under the Fair Labor Standards Act (FLSA).)

ARTICLE 25. REQUIRED PHYSICAL EXAMINATIONS

When a physical examination is required for any reason related to the performance of a covered employee's duties, the examination shall be provided by a medical doctor

designated by the COUNTY at the COUNTY'S expense. The examination shall be performed during the employee's regular work hours without any deduction in pay.

ARTICLE 26. PERS BENEFITS

- A. Except for those employees hired within six months of separation from employment with a public employer with pension system reciprocity, who are eligible for the retirement plan in effect on December 31, 2012 (which was then the Safety retirement of 2% at 50), covered employees hired after December 31, 2012 shall be provided with "2% at 50 / 2.7% at 57" PERS Safety Retirement Benefits as mandated by the Public Employees' Pension Reform Act of 2013. All other employees covered by this MOU (i.e. "classic members") shall continue in the PERS "2% at 50" (Local Safety Plan) retirement program, except those covered employees who were employed by the County on January 1, 2007, and ONLY on that date, who shall continue to receive "3% at 50" retirement pursuant to the COUNTY's current contract with CalPERS. All employees covered by this MOU shall continue to pay the employee (member) contribution for such PERS coverage and retirement benefits, and COUNTY shall continue its implementation of Internal Revenue Code section 414(H)(2).
- B. The COUNTY shall continue to provide each covered employee with PERS "Level IV" Survivor Benefits through its contract with CalPERS.

ARTICLE 27. SALARY ADJUSTMENTS

- A. Except as otherwise provided herein, covered employees shall receive no increases of any kind to their base salary during the term of this MOU, with the exception of increases resulting from changes in job classifications (e.g., promotions, reclassifications, and transfers). For purposes of this Article, "base salary" means the range and step at which the covered employee is paid.
- B. Subject to Article 36, effective as of August 1, 2014, covered employees shall be eligible to earn or receive "step increases." And no time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or any imposed terms and conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU. Notwithstanding any provision in the Mono County Code or Mono County Personnel System to the contrary, each "step increase" provided pursuant to this MOU shall be equivalent to two and one half percent (2.5%) of the employee's base salary (a total of 10 steps, instead of 5, shall be available under this provision).
- C. All employees will be required to utilize direct deposit of their payroll checks.
- D. Note: The base salary of an employee promoted to be a Station Captain shall continue to be fifteen percent (15%) above the base salary of the employee at the time they are promoted. For purposes of this section "base salary" shall mean

the range and step at which the employee is paid.

ARTICLE 28. HOLIDAY PAY

- A. Permanent employees will receive eight percent (8%) of base salary, paid monthly for holidays. For purposes of this Article, "base salary" includes not only compensation based upon the range and step and which the employee is paid, but also any longevity pay.
- B. This policy will eliminate holidays from the work schedule, save and except one personal holiday (24 hours) and special COUNTY holidays which will be paid. Any overtime work which falls on regular days off which is coincidentally a calendar holiday, shall be paid at the overtime rate.

ARTICLE 29. EDUCATION INCENTIVE

The Paramedic Department will develop an annual travel, training, and continuing education plan as part of the budget process. The EMS Manager will submit the plan as part of the budget indicating location, cost for course, and labor costs.

- A. **Educational Incentive Program.** This applies to and includes courses that are not job specific. Covered employees will be entitled to the same educational incentive program offered to other bargaining units. Note: This program shall not be available or utilized to fund a covered employee's license/certification expenses; said expenses are addressed exclusively through Article 24 (Certification; Stipend). Specifically, covered employees who wish to enroll in such courses shall be reimbursed by the COUNTY for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:
 - (1) Courses must be taken at or by correspondence from an accredited institution if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.
 - (3) Approval of the educational incentive program shall be at the written discretion of the EMS Manager. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the EMS Manager with the Auditor's Office.
 - (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.

(5) Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's Office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.

B. Instructor stipend. Any covered employee who is selected by the EMS Manager to teach a training course, while not on a regularly scheduled shift, as part of their job duties shall receive an instructor stipend of up to one hundred and fifty dollars (\$150). (Note: such an instructor shall also receive compensation for any overtime earned by teaching the course as required by the FLSA.)

ARTICLE 30. CALL-BACK, PARTIAL SHIFTS, AND FORCE-HIRE

A. Call Back

An employee called in to work at any time other than scheduled working hours shall be paid for a minimum of two (2) hours. Should the duration of the call-back exceed two (2) hours, the employee shall receive credit for the actual time worked. The provisions of this article shall not apply to extended shifts for actual time worked.

B. Partial Shifts

It is sometimes necessary for the Department to schedule a "partial shift" (a shift of less than 24 hours). An employee list will be compiled with reverse seniority (least seniority higher on the list), which shall be a separate call list from the existing overtime list. When a partial shift is scheduled, it shall be offered first to reserve employees (if any). In the event that a partial shift cannot be covered due to the refusal from all reserve employees, the shift may then be offered to all covered employees on the partial-shift call list. If an employee on the list accepts such a shift, then their name shall be rotated to the bottom of the list. If all employees on the list who are offered the shift refuse it, then the list shall be utilized as a "force hire" list (with the employee whose name is at the top of the list being contacted first). The employee who is assigned the partial shift by force hire shall be rotated to the bottom of the list, noting their forced assignment. Employees who have not had a partial shift assignment will remain eligible for force hire until everyone has participated; similar to the force hire list used to cover full shifts. Shifts that are extended in the line of duty do not qualify as partial shift assignments.

The Department will make available all known partial-shift dates as soon as possible for each calendar year, and the employees whose names are on the top of the call list shall be notified of their ability to choose a shift in advance. Other assignments that come up sporadically will be assigned in the manner described above.

Call-back, partial shifts will be paid at a two (2) hour minimum. Once accepted or

assigned, partial shifts will be paid at a two (2) hour minimum even if they are later cancelled by the Department.

Employees that accept or are assigned a partial shift will be rotated to the bottom of the list regardless of the shift's duration.

C. Force-Hire

Notwithstanding any provision to the contrary, any employee directed to work on a scheduled day off; and, any employee required to continue working a shift or part of a shift immediately after working the previous shift, shall be paid at the time and one-half overtime rate.

ARTICLE 31. ACCUMULATION OF COMPENSATORY TIME

Subject to Article 36, covered employees may accumulate no more than 480 hours of compensatory time, which may be utilized with the permission of the department head or designee. On December 31st of each year, the County will compensate each employee for their compensatory time by purchasing all accrued hours above 120 hours. An EMT may request, once during their employment, to carry more than 120 hours from one calendar year to the next calendar year for the purpose of seeking their paramedic certificate.

ARTICLE 32. STATION ASSIGNMENTS

COUNTY shall have the management right to determine and adjust station assignments at any time, in its sole discretion and notwithstanding any provision of this Article or any past practice to the contrary. Any such change in an employee's station assignment does not constitute disciplinary action and may not be appealed. In no event shall a change in an employee's station assignment, whether temporary or permanent, entitle the employee to compensation for any additional miles driven or time spent commuting to the new station. Notwithstanding the foregoing, COUNTY recognizes that covered employees have an interest in station placements. In instances where COUNTY finds that it does not have a management need to exercise its right to determine and adjust station assignments, the County shall allow any open station assignment to be filled by the seniority bid process. Only employees with an overall "competent" or "meets standards" evaluation as measured by the last annual performance evaluation will be guaranteed a seniority bid. Upon request, COUNTY shall consult with ASSOCIATION prior to any management decision related to station assignments; COUNTY shall not make such decisions arbitrarily or capriciously.

ARTICLE 33. LABOR CODE 4850

The COUNTY agrees to continue treating Paramedics and EMTs as if they are eligible for benefits under Section 4850.

ARTICLE 34. PROBATIONARY PERIOD

The probationary period for covered employees and other COUNTY employees is currently governed by Mono County Personnel System Section 180. Notwithstanding the foregoing or any contrary provision of the Mono County Code or the County's Personnel Policies and Procedures Handbook, any probationary employee in the job classification currently known as Paramedic-I who is otherwise deemed qualified by the COUNTY to be promoted to the classification of Paramedic-II shall not be rendered ineligible for such a promotion solely because of his or her probationary status nor shall such a promotion (if any) affect the duration of the initial probationary period. This paragraph shall not be construed as entitling any employee to a promotion and the COUNTY reserves its management rights to determine the fitness, eligibility, and qualification of any individual to be promoted.

ARTICLE 35. MISCELLANEOUS PROVISIONS

A. Entire Agreement

Except as provided in specific articles pertaining to future agreements between the parties on specific issues, this MOU constitutes the entire understanding of the parties. Any special agreements which vary or modify any provisions of this MOU (including, without limitation, any modification or deviation from the standard work week, not covered by this MOU made between COUNTY officer/department head or their designee) shall be in writing, signed by the COUNTY officer/department head or their designee and the employee. A copy of the signed agreement shall be submitted to the ASSOCIATION by the COUNTY. Any representation, promises, understandings or agreements by or between the parties, or either of them, are hereby superseded and terminated in their entirety.

B. Amendments

The MOU can be amended only in writing after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

C. New Personnel Rules (Personnel System).

The Parties have met and conferred on revised personnel rules separately from this MOU.

D. New Job Descriptions.

ASSOCIATION agrees to the Paramedic and EMT job descriptions in final version proposed by COUNTY during the negotiations for this MOU, which are attached hereto and incorporated herein by this reference. Any other job descriptions for additional classifications shall substantially conform to the job descriptions attached hereto.

E. Staffing Levels.

While the COUNTY does not concede that it is required to meet and confer about this issue, during the term of this MOU the COUNTY agrees to a Paramedics to EMT ratio of not less than to 2 to 1 (which currently will result in a 16:8 ratio).

ARTICLE 36. AUTOMATIC REVISIONS TO TERMS AND CONDITIONS

A. The ASSOCIATION agrees that the terms of this MOU were negotiated based off of the ASSOCIATION's representation and expectation that this MOU will result in a minimum of five hundred thousand dollars (\$500,000) in expenditure reductions to the general fund during each fiscal year as compared to the 2013/2014 fiscal year budget. Based on those savings, the general fund expenditures in the ASSOCIATION's department budget are expected not to exceed \$3,441,721 (hereinafter the "Expenditure Cap"). In that light, should the general fund contribution exceed the Expenditure Cap, certain revisions to the terms and conditions of this MOU will automatically change as set forth below and as more specifically set forth in the document entitled "Automatic Revisions" that is attached hereto.

The determination of whether the Expenditure Cap is exceeded, and by how much it is exceeded, shall be made by the County on the last date of each fiscal year, except as otherwise provided by Section B below. No MOU changes made pursuant to this Article shall be reversible. The County shall make the EMS Manager and the Department Head available to meet on a monthly basis, during an agreed upon time and date, with the ASSOCIATION President, in order to discuss the financial status and budget trends for the Paramedic EMS Department. The Finance Director will attend these meetings on a quarterly basis, if requested by the ASSOCIATION President.

For any general fund contribution greater than the Expenditure Cap at the end of any fiscal year, Article 31 shall automatically be changed to eliminate the ability of covered employees to accrue compensatory time, and to allow the COUNTY, in its discretion, to purchase any then-remaining compensatory time from each covered employee in (40) hour increments on December 31st of each year.

Should the Expenditure Cap thereafter be exceeded, as determined at the end of any subsequent fiscal year, the following automatic revisions shall be implemented in the order listed below, and in a manner to make up for the amount of expenditures in excess of the Expenditure Cap on a dollar for dollar basis (to the extent possible) that will recover the entire minimum savings intended to be achieved over the term of this MOU:

1. Article 9 shall automatically be changed, as soon as practicable in the COUNTY's sole discretion, to require covered employees to pay up to twenty percent (20%) of the PERS Choice premium (except for any permanent part-time employees for which the benefit shall be 50% of a permanent full-time employee) for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family).

2. Article 27 shall automatically be changed to reflect up to a 5% reduction in the base salary of all covered employees beginning the pay period following the

County's determination that the Expenditure Cap was exceeded. For purposes of this Article "base salary" means the range and step at which the employee is paid.

3. Article 20 shall automatically be changed to modify the shifts of covered employees as follows:

a. Permanent full-time employees' normal work schedule shall be two consecutive twenty-four hour shifts (48 hours) followed by 120 hours (five days) of regular time off.

b. A new class of permanent part-time employees (not Reserve employees) shall be created. Such employees' normal work schedule shall be one twenty-four hour shift (one day) followed by 144 hours (six days) of regular time off. In accordance with the Mono County Personnel System, all benefits provided to such employees pursuant to this MOU, including, but not limited to, vacation accrual, sick leave accrual, and otherwise, shall be prorated based off of a 40-hour work week regardless of any shifts worked above and beyond those regularly scheduled. Notwithstanding the above, the PERS Choice Premium Cafeteria Plan contribution benefit for permanent part-time employees shall be 50% of a permanent full-time employee.

c. The County will retain the right to determine how best to implement the schedules set forth above.

d. Permanent part-time employees will be offered "vacant shifts" after reserve employees but before permanent full-time employees.

e. Any other Articles of this MOU that the above shift change will affect shall be changed accordingly (e.g. references to a 56-hour work week shall be amended to reflect a 48-hour and 24-hour work week, and Articles speaking to filling of "vacant shifts").

B. Notwithstanding the above, if 75% or more of the Expenditure Cap for any fiscal year has been expended on December 31, as determined by the County, then the entire set of automatic MOU changes set forth in Section A above shall be implemented on the first of the month following that mid-year budget review conclusion.

C. The provisions under this Article shall survive the expiration of this MOU and, if applicable, shall be implemented as soon as practicable in the COUNTY's sole discretion.

ARTICLE 37. HOLD HARMLESS; NON-SEVERABILITY

A. ASSOCIATION understands that its ability to legally represent and bargain on behalf of its active and retired employees with respect to the matters contained in this MOU is a fundamental basis and material consideration for COUNTY's entry into this MOU.

- B. Accordingly, ASSOCIATION agrees that in the event COUNTY is ever sued by an active or retired employee on the basis of the ASSOCIATION's alleged inability to legally represent or bargain on behalf of that person with respect to any matter contained in this MOU, then ASSOCIATION will hold the COUNTY harmless from such allegations and reimburse 50% of the COUNTY's costs of defending that suit (including but not limited to attorney's fees and court costs) and paying any judgment or settlement thereof.**
- C. Furthermore, the parties hereby state their intention that no provision of this MOU be severable from any other provision inasmuch as every provision is partial consideration for the other provisions. Accordingly, in the event a court ever declares any provision of this MOU to be void or unenforceable, the parties hereby state that they would not have entered into the MOU without that void or unenforceable provision. In the event of such a court declaration, the parties agree to meet and confer immediately regarding the terms of a replacement MOU.**

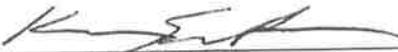
IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.

KEVIN SMITH, PRESIDENT Date
Paramedic Rescue Association

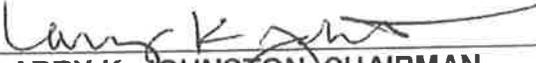
LARRY K. JOHNSTON, CHAIRMAN Date
Board of Supervisors
County of Mono

consideration for the other provisions. Accordingly, in the event a court ever declares any provision of this MOU to be void or unenforceable, the parties hereby state that they would not have entered into the MOU without that void or unenforceable provision. In the event of such a court declaration, the parties agree to meet and confer immediately regarding the terms of a replacement MOU.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.



KEVIN SMITH, PRESIDENT
Paramedic Rescue Association
10/1/14
Date



LARRY K. JOHNSTON, CHAIRMAN
Board of Supervisors
County of Mono
10/7/14
Date

Automatic Revisions

ARTICLE 9. CAFETERIA PLAN

With respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the employee will contribute into the Cafeteria Plan an amount exactly equal to twenty percent (20%) of the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family). Any permanent part-time employees shall have a health insurance benefit equal to 50% of that provided to a permanent full-time employee.

The COUNTY will ensure that in addition to paying the statutory amount prescribed by Government Code section 22892, it will pay the remaining cost of the PERS Choice premium in order to cover the entire PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable).

ARTICLE 20. WORK SHIFTS; OVERTIME

A. As required by the Fair Labor Standards Act (FLSA), all covered employees shall be paid premium pay and/or overtime in accordance with Fair Labor Standards Act (FLSA) requirements for hours worked (as described below) in excess of forty (40) hours per week.

1. Permanent full-time employees' normal work schedule shall be two consecutive twenty-four hour shifts (48 hours) followed by 120 hours (five days) of regular time off. Thus, each normal work week includes 40 hours of regular compensation and may include some additional hours of scheduled overtime ("FLSA premium pay"), all of which should be reportable compensation to CalPERS; any hours of work beyond a normal work schedule may or may not be reportable to CalPERS. (See 2 Cal.Code of Regs section 571(a)(5).) The COUNTY cannot and does not guarantee that CalPERS will concur with the COUNTY's reported compensation. But in the event that CalPERS does not concur, ASSOCIATION may request to reopen negotiations regarding this article of the MOU.

2. Permanent part-time employees (not Reserve employees) normal work schedule shall be one twenty-four hour shift followed by 144 hours (six days) of regular time off. In accordance with the Mono County Personnel System all benefits provided to such employees pursuant to this MOU, including, but not limited to, vacation accrual, sick leave accrual, and otherwise, shall be prorated based off of a 40-hour work week regardless of any shifts worked above and beyond those regularly scheduled.

Notwithstanding the above, the PERS Choice Premium Cafeteria Plan contribution benefit for permanent part-time employees shall be 50% of a permanent full-time employee.

3. The County retains the right to determine how best to implement the schedules set forth above in Sections 20.A.1 and 2.

- C. All "vacant shifts" (as defined above in Article 1(B)(7)) will be offered first to reserve employees (if any). In the event that a vacant shift cannot be covered due to the refusal from all reserve employees, the shift may then be offered to all permanent part-time covered employees on the "overtime list." Any permanent part-time employee who is offered and accepts such a shift may later reject it ("give it back") within 24 hours without penalty unless the shift is less than 24 hours away; otherwise, the accepted shift must be worked. In the event that a vacant shift is refused by all reserve and permanent part-time employees, the shift may then be offered to all permanent full-time employees on the "overtime list." If an permanent full-time employee on the list accepts such a shift, then their name shall be rotated to the bottom of the list. In the event that a vacant shift is refused by all employees to whom it is offered, said shift may then go to the "force hire" list of covered employees in order to cover the open shift. (See also Article 30 entitled "Call Back, Partial Shifts, and Force Hire.")

ARTICLE 27. SALARY ADJUSTMENTS

- A. Covered employees shall receive a decrease in their current base salary of 5%. For purposes of this Article, "base salary" means the range and step at which the covered employee is paid.

ARTICLE 30. CALL-BACK, PARTIAL SHIFTS, AND FORCE-HIRE

B. Partial Shifts

It is sometimes necessary for the Department to schedule a "partial shift" (a shift of less than 24 hours). An employee list will be compiled with reverse seniority (least seniority higher on the list), which shall be a separate call list from the existing overtime list. When a partial shift is scheduled, it shall be offered first to reserve employees (if any). In the event that a partial shift cannot be covered due to the refusal from all reserve employees, the shift may then be offered to all permanent part-time covered employees on the partial-shift call list. If a permanent part-time employee on the list accepts such a shift, then their name shall be rotated to the bottom of the list. In the event that a partial shift cannot be covered due to the refusal from all reserve and permanent part-time employees, the shift may then be offered to all permanent full-time employees on the partial-shift call list. If a permanent full-time employee on the list accepts such a shift, then their name shall be rotated to the bottom of the list. If all covered employees

on the list who are offered the shift refuse it, then the list shall be utilized as a "force hire" list (with the employee whose name is at the top of the list being contacted first). The employee who is assigned the partial shift by force hire shall be rotated to the bottom of the list, noting their forced assignment. Employees who have not had a partial shift assignment will remain eligible for force hire until everyone has participated; similar to the force hire list used to cover full shifts. Shifts that are extended in the line of duty do not qualify as partial shift assignments.

The Department will make available all known partial-shift dates as soon as possible for each calendar year, and the employees whose names are on the top of the call list shall be notified of their ability to choose a shift in advance. Other assignments that come up sporadically will be assigned in the manner described above.

Like a call-back, partial shifts will be paid at a two (2) hour minimum. Once accepted or assigned, partial shifts will be paid at a two (2) hour minimum even if they are later cancelled by the Department.

Employees that accept or are assigned a partial shift will be rotated to the bottom of the list regardless of the shift's duration.

ARTICLE 31. ACCUMULATION OF COMPENSATORY TIME

Covered employees may not accumulate compensatory time. For any compensatory time a covered employee earned prior to this MOU, said compensatory time shall be utilized by the employee as provided for by the FLSA, and otherwise may be purchased by the COUNTY in (40) hour increments on December 31st of each year following implementation of this MOU.

PARAMEDIC I-II

DEFINITION

To render skilled and technical life saving techniques to those in need of assistance; and to operate and maintain assigned rescue vehicle and decentralized ambulance station.

DISTINGUISHING CHARACTERISTICS

Incumbents in the Paramedic I classification are in possession of full Paramedic Certification from the State of California and ICEMA, but have less than 1 year of experience working as a Paramedic.

Incumbents in the Paramedic II classification have at least 1 year of experience as a Paramedic I, including at least 6 months full-time employment as an EMT or Paramedic with Mono County.

REPORTS TO

Station Captain, EMS Manager and/or EMS Director. Incumbents will also receive direction from crew members with higher-level Paramedic licensure.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction to other medical first responders.

EXAMPLES OF DUTIES

DAILY FUNCTIONS AND DUTIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- Working at assigned station with one partner on a twenty-four hour shift.
- Provide Basic Life Support and/or Advanced Life Support treatment to victims, in accordance with California State and ICEMA Region Paramedic Scope of Practice;
- Respond to all calls for emergency medical treatment quickly and in a safe and efficient manner, rendering care within the scope of their practice and training, and to deliver Advanced Life Support. When it becomes necessary to access a patient by other means than ambulance, sound judgment will be used to assure the safety of both patient and employee;
- Assists in patient extrication from vehicles involved in traffic collisions or accidents; Responds into back country by foot, vehicle, helicopter or by the safest method available to render treatment;
- Operates rescue unit in presence of inclement weather, road closures, and possible avalanche danger;
- Complete department required paperwork in a timely and accurate manner;
- Performs over-the-side rescues of victims if trained and if authorized by the EMS Manager;
- Performs ice rescue of victims if trained and if authorized by the EMS Manager;
- Aids with lake and swift water rescue of victims if trained and if authorized by the EMS Manager.

TYPICAL PHYSICAL REQUIREMENTS

The employee is regularly required to use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; and talk or hear. The employee frequently is required to sit, stand, walk, climb, balance, stoop, kneel, crouch, or crawl, taste and smell. All personnel are required to drive, sit in the passenger seat or patient compartment for extended periods, including, but not limited to, two or more hours over mountain roads. Personnel are frequently required to walk or hike for long distances over uneven and steep terrain in order to access patients, as well as being able to assist in carrying patients under the same conditions.

The employee must be able to frequently assist in a two-person lift of a patient of up to 250 pounds. Personnel are also required to be able to carry or move other heavy objects such as medical and rescue equipment, desks, chairs, office equipment, patients secured to backboards, KEDs gurneys and basket litters. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

TYPICAL WORKING CONDITIONS

Work is performed in both inside and outside environments, often in extreme weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is frequently exposed to wet and/or humid conditions, extreme cold and extreme heat. The employee may be exposed to fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, risk of radiation, and vibration. The noise level in the work environment is at times very loud. The employee works a 24 or 48 hour shift at a time, residing at the assigned station while on duty.

DESIRABLE QUALIFICATIONS:

Knowledge of:

- EMT-Paramedic Scope of Practice as defined and required by the State of California;
- BLS and ALS protocols as required by the local certifying agency (ICEMA);
- Cardiopulmonary resuscitation (CPR);
- Emergency medical techniques;
- Rescue techniques;
- Emergency radio communications procedures;
- Incident Command System and FIRESCOPE;
- Defensive driving;
- Vehicle and equipment maintenance and operations;
- Recordkeeping procedures and methods of documentation;
- HAZ-MAT First Responder Operational (FRO).

Ability and willing to:

- Perform functions of the local EMS Agency EMT-Paramedic Scope of Practice;
- Become certified as a CPR Instructor or other technical instruction as identified and outlined by the Teaching Stipend policy and approved by the department head;
- Learn the geography of the local area;
- Think and act quickly in emergencies;
- Judge situations and people accurately;
- Understand and carry out oral and written directions;
- Prepare concise written reports and complete all required clerical duties;
- Work safely under hazardous conditions;
- Maintain vehicle and all equipment;

- Work harmoniously with partners and those contacted in the course of work;
- Be on call for 24 hours, 48 hours or as scheduled;;
- Follow directions from supervising personnel;
- Train to work in/on ladders, scaffolds and/or confined spaces and thereafter work in / on ladders, scaffolds and/or confined spaces if authorized by the EMS Manager;
- Train to use and thereafter use SCBA if authorized by the EMS Manager;
- Learn current rescue and firefighting practices, terminology and procedures;
- Complete a designated Emergency Vehicle Operations course.

Training and Experience

Paramedic I:

Successful completion of an Accredited Paramedic School (The ability to obtain a valid license from ICEMA within 60 days of employment)

Paramedic II:

Requirement for Paramedic I and a minimum of 1 year of experience as a Paramedic I, including at least 6 months full-time employment with the Mono County paramedics. (Possession of valid Paramedic license from ICEMA and successful completion of a written Paramedic II exam)

Special Requirements:

- Possession of valid Paramedic License from the State of California; and
- Possession of a valid Driver's license;
- Possession of a valid Ambulance Driver's certificate;
- Possession of a valid Advanced Cardiac Life Support card from the American Heart Association;
- Possession of a valid Basic Life Support Provider card from the American Heart Association;
- Ability to pass extensive criminal background check;
- Complete annual Physical Fitness exam or as otherwise required by law.

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Fire-Fighting & Hazardous Environments:

Paramedics may respond with local fire departments as a mutual aid resource. Mono County does not require or expect that paramedics be certified in fire-fighting skills nor that they utilize such skills as part of their jobs. Nevertheless, if a paramedic happens to possess such skills and wishes to utilize them at a fire scene, then the paramedic may, upon arrival at the scene, report to the Incident Commander for duty assignment, with the understanding that primary responsibility for responding medical units is to administer medical treatment and/or remain available for medical assignments. Except as provided for in a Department Standard Operating Procedure, as written by the EMS Manager and/or EMS Director, a paramedic will not do interior fire fighting, nor extraction of victims from the burning interior of a structure at anytime, but can assist on the outside of a fire scene. Subject to the foregoing limitations, paramedics with fire-fighting skills are allowed to perform fire-fighting duties within the scope of their training at the discretion of the Incident Commander. Other than as is required by law to be provided to paramedics, Mono County is not responsible for the cost of any fire-fighting or other HAZMAT-type training but will work with local fire departments that wish to provide this training at no cost to the County. Such training for fire-fighting activities may be approved by the EMS Manager.

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EMERGENCY MEDICAL TECHNICIAN - ADVANCED

DEFINITION

To render skilled and technical life saving techniques to those in need of assistance; assist paramedics in performance of advance life support; to operate and maintain assigned rescue vehicle and decentralized ambulance station.

DISTINGUISHING CHARACTERISTICS

Incumbents in the Emergency Medical Technician classification are in possession of an EMT-Limited Advanced Life Support Certification from the State of California through ICEMA.

ESSENTIAL FUNCTIONS:

REPORTS TO

On duty Paramedic, Station Captain, EMS Manager and/or EMS Director. Incumbents will also receive direction from crew members with higher-level Paramedic licensure.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction to other medical first responders.

EXAMPLES OF DUTIES

Duties include but are not limited to the following:

Primary duties:

- Working at assigned station with one partner on a twenty-four hour shift.
- Provide Basic Life Support and limited advanced life support, /or assist with Advanced Life Support treatment to victims, in accordance with California State and ICEMA Region EMT-Basic Scope of Practice;
- Respond to all calls for emergency medical treatment quickly and in a safe and efficient manner, rendering care within the scope of their practice and training, and to assist with Advanced Life Support. When it becomes necessary to access a patient by other means than ambulance, sound judgment will be used to assure the safety of both patient and employee;
- Responds into the back county by foot, vehicle, helicopter or by the safest method available to render treatment;
- Operates rescue unit in presence of inclement weather, road closures and possible avalanche danger;
- Complete department required paperwork in a timely and accurate manner;
- Assists in patient extraction from vehicles involved in traffic collisions or accidents if trained and authorized by the EMS Manager;
- Performs over-the-side rescues of victims if trained and authorized by the EMS Manager;
- Performs ice rescue of victims if trained and authorized by the EMS Manager;
- Aids with lake and swift water rescue of victims if trained and authorized by the EMS Manager;

TYPICAL PHYSICAL REQUIREMENTS

The employee is regularly required to use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; and talk or hear. The employee frequently is required to sit, stand, walk, climb, balance, stoop, kneel, crouch, or crawl, taste and smell. All personnel are required to drive, sit in the passenger seat or patient compartment for extended periods, including, but not limited to, two or more hours over mountain roads. Personnel are frequently required to walk or hike for long distances over uneven and steep terrain in order to access patients, as well as being able to assist in carrying patients under the same conditions.

The employee must be able to frequently assist in a two-person lift of a patient of up to 250 pounds. Personnel are also required to be able to carry or move other heavy objects such as medical and rescue equipment, desks, chairs, office equipment, patients secured to backboards, KEDs gurneys and stoke litters. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

TYPICAL WORKING CONDITIONS

Work is performed in both inside and outside environments, often in extreme weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration. The noise level in the work environment is at times very loud. The employee works a 48 hour shift at a time, residing at the assigned station while on duty.

DESIRABLE QUALIFICATIONS

Knowledge of:

- EMT- Advanced Scope of Practice as defined and required by the State of California;
- LALS protocols as required by the local certifying agency (ICEMA);
- Cardiopulmonary resuscitation;
- Emergency medical techniques;
- Rescue techniques;
- Emergency radio communications procedures;
- Incident Command System and FIRESCOPE;
- Defensive driving;
- Vehicle and equipment maintenance and operations;
- Recordkeeping procedures and methods of documentation;
- HAZ-MAT First Responder Operational (FRO).

Ability and willingness to:

- Perform functions of the local EMS Agency EMT-Limited Advanced Life Support Scope of Practice;
- Become certified as a CPR and First Aid Instructor or other technical instruction as identified and outlined by the Teaching Stipend policy and approved by the department head;
- Learn the geography of local area;
- Think and act quickly in emergencies;
- Judge situations and people accurately;
- Understand and carry out oral and written directions;
- Prepare concise written reports and complete all required clerical duties;

- Work safely under hazardous conditions;
- Maintain vehicles and all equipment;
- Work harmoniously with partners and those contacted in the course of work;
- Be on call for 24 hours, 48 hours or as scheduled;
- Follow directions from supervising personnel;
- Train to use and thereafter use SCBA if authorized by the EMS Manager;
- Learn current rescue and firefighting practices, terminology and procedures;
- Complete a designated Emergency Vehicle Operations course.

Training and Experience:

Certificate from college or technical school and/or training as an EMT-Limited Advanced Life Support. Attend trainings as directed and if mandated by the County.

Special Requirements:

- Possession of valid Advanced Emergency Medical Technician License from the State of California; and
- Possession of a valid Driver's license;
- Possession of a valid Ambulance Driver's certificate;
- Possession of valid Basic Life Support Healthcare Provider card from American Heart Association;
- Ability to pass extensive criminal background check;
- Complete annual Physical Fitness exam annually or as otherwise required by law.

In addition to the above requirements:

- The ability to obtain valid Limited Advanced Life Support EMT license from ICEMA within 60 days of employment

[Intentionally Blank]

Fire-Fighting & Hazardous Environments

EMTs may respond with local fire departments as a mutual aid resource. Mono County does not require or expect that EMTs be certified in fire-fighting skills nor that they utilize such skills as part of their jobs. Nevertheless, if an EMT happens to possess such skills and wishes to utilize them at a fire scene, then the EMT may, upon arrival at the scene, report to the Incident Commander for duty assignment, with the understanding that primary responsibility for responding medical units is to administer medical treatment and/or remain available for medical assignments. Except as provided for in a Department Standard Operating Procedure, as written by the EMS Manager and/or EMS Director, an EMT will not do interior fire fighting, nor extraction of victims from the burning interior of a structure at anytime, but can assist on the outside of a fire scene. Subject to the foregoing limitations, EMTs with fire-fighting skills are allowed to perform fire-fighting duties within the scope of their training at the discretion of the Incident Commander. Additional detailed/descriptive limitations on such firefighting activities and entry into other hazardous environments may be more specifically set forth in the Department Standard Operating Procedures, as written by the EMS Manager and/or Director. Mono County is not responsible for the cost of any fire-fighting or other HAZMAT-type training but will work with local fire departments and other agencies that wish to provide this training at no cost to the County. Such training for fire-fighting activities may be approved by the EMS Manager.

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EMERGENCY MEDICAL TECHNICIAN - BASIC

DEFINITION

To render skilled and technical life saving techniques to those in need of assistance; assist paramedics in performance of advance life support; to operate and maintain assigned rescue vehicle and decentralized ambulance station.

DISTINGUISHING CHARACTERISTICS

Incumbents in the Emergency Medical Technician classification are in possession of an EMT Basic Certification from the State of California through ICEMA.

ESSENTIAL FUNCTIONS:

REPORTS TO

On duty Paramedic, Station Captain, EMS Manager and/or EMS Director. Incumbents will also receive direction from crew members with higher-level Paramedic licensure.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction to other medical first responders.

EXAMPLES OF DUTIES

Duties include but are not limited to the following:

- Working at assigned station with one partner on a twenty-four hour shift.
- Provide Basic Life Support and/or assist with Advanced Life Support treatment to victims, in accordance with California State and ICEMA Region EMT-Basic Scope of Practice;
- Respond to all calls for emergency medical treatment quickly and in a safe and efficient manner, rendering care within the scope of their practice and training, and to assist with Advanced Life Support. When it becomes necessary to access a patient by other means than ambulance, sound judgment will be used to assure the safety of both patient and employee;
- Assists in patient extraction from vehicles involved in traffic collisions or accidents;
- Responds into the back county by foot, vehicle, helicopter or by the safest method available to render treatment;
- Operates rescue unit in presence of inclement weather, road closures and possible avalanche danger;
- Complete department required paperwork in a timely and accurate manner;
- Performs over-the-side rescues of victims if trained and if authorized by the EMS Manager;
- Performs ice rescue of victims if trained and if authorized by the EMS Manager;
- Aids with lake and swift water rescue of victims if trained and if authorized by the EMS Manager.

TYPICAL PHYSICAL REQUIREMENTS

The employee is regularly required to use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; and talk or hear. The employee frequently is required to sit, stand, walk, climb, balance, stoop, kneel, crouch, or crawl, taste and smell. All personnel

are required to drive, sit in the passenger seat or patient compartment for extended periods, including, but not limited to, two or more hours over mountain roads. Personnel are frequently required to walk or hike for long distances over uneven and steep terrain in order to access patients, as well as being able to assist in carrying patients under the same conditions.

The employee must be able to frequently assist in a two-person lift of a patient of up to 250 pounds. Personnel are also required to be able to carry or move other heavy objects such as medical and rescue equipment, desks, chairs, office equipment, patients secured to backboards, KEDs gurneys and basket litters. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

TYPICAL WORKING CONDITIONS

Work is performed in both inside and outside environments, often in extreme weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is frequently exposed to wet and/or humid conditions, extreme cold, and extreme heat. The employee may be exposed to fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, risk of radiation, and vibration. The noise level in the work environment is at times very loud. The employee works a 24 or 48 hour shift at a time, residing at the assigned station while on duty.

DESIRABLE QUALIFICATIONS

Knowledge of:

- EMT-Basic Scope of Practice as defined and required by the State of California;
- BLS protocols as required by the local certifying agency (ICEMA);
- Cardiopulmonary resuscitation;
- Emergency medical techniques;
- Rescue techniques;
- Emergency radio communications procedures;
- Incident Command System and FIRESCOPE;
- Defensive driving;
- Vehicle and equipment maintenance and operations;
- Recordkeeping procedures and methods of documentation;
- HAZ-MAT First Responder Operational (FRO).

Ability and willingness to:

- Perform functions of the local EMS Agency EMT-Basic Scope of Practice;
- Become certified as a CPR and First Aid Instructor or other technical instruction as identified and outlined by the Teaching Stipend policy and approved by the department head;
- Learn the geography of local area;
- Think and act quickly in emergencies;
- Judge situations and people accurately;
- Understand and carry out oral and written directions;
- Prepare concise written reports and complete all required clerical duties;
- Work safely under hazardous conditions;
- Maintain vehicles and all equipment;
- Work harmoniously with partners and those contacted in the course of work;
- Be on call for 24 hours, 48 hours or as scheduled;
- Follow directions from supervising personnel;

- Train to work in/on ladders, scaffolds and/or confined spaces and thereafter work in / on ladders, scaffolds and/or confined spaces if authorized by the EMS Manager;
- Train to use and thereafter use SCBA if authorized by the EMS Manager;
- Learn current rescue and firefighting practices, terminology and procedures;
- Complete a designated Emergency Vehicle Operations course.

Training and Experience:

Certificate from college or technical school and/or training as an EMT-Basic. Attend trainings as directed and if mandated by the County.

Special Requirements:

- Possession of valid Emergency Medical Technician License from the State of California; and
- Possession of a valid Driver's license;
- Possession of a valid Ambulance Driver's certificate;
- Possession of valid Basic Life Support Healthcare Provider card from American Heart Association;
- Ability to pass extensive criminal background check;
- Complete annual Physical Fitness exam or as otherwise required by law.

In addition to the above requirements:

- The ability to obtain valid EMT Basic license from ICEMA within 60 days of employment

[Intentionally Blank]

Fire-Fighting & Hazardous Environments

EMTs may respond with local fire departments as a mutual aid resource. Mono County does not require or expect that EMTs be certified in fire-fighting skills nor that they utilize such skills as part of their jobs. Nevertheless, if an EMT happens to possess such skills and wishes to utilize them at a fire scene, then the EMT may, upon arrival at the scene, report to the Incident Commander for duty assignment, with the understanding that primary responsibility for responding medical units is to administer medical treatment and/or remain available for medical assignments. Except as provided for in a Department Standard Operating Procedure, as written by the EMS Manager and/or EMS Director, an EMT will not do interior fire fighting, nor extraction of victims from the burning interior of a structure at anytime, but can assist on the outside of a fire scene. Subject to the foregoing limitations, EMTs with fire-fighting skills are allowed to perform fire-fighting duties within the scope of their training at the discretion of the Incident Commander. Additional detailed/descriptive limitations on such firefighting activities and entry into other hazardous environments may be more specifically set forth in the Department Standard Operating Procedures, as written by the EMS Manager and/or Director. Other than as is required by law to be provided to emergency medical technicians, Mono County is not responsible for the cost of any fire-fighting or other HAZMAT-type training but will work with local fire departments and other agencies that wish to provide this training at no cost to the County. Such training for fire-fighting activities may be approved by the EMS Manager.

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MONO COUNTY

DIVISION OF EMERGENCY MEDICAL SERVICES

PO BOX 3329, MAMMOTH LAKES, CA 93546 760-924-1832, FAX 760-924-1831

STANDARD OPERATING PROCEDURE

UNIFORM STANDARDS

Subject: Uniforms

Purpose: To establish guidelines for appropriate uniforms, and their usage.

Objective: to establish a guideline to assure proper uniform wear, acceptable uniforms, and to establish furnished and non-furnished uniform items.

FULL TIME EMPLOYEES

ACCEPTED, NON-FURNISHED UNIFORM ITEMS

1. Navy Blue, double breast pocketed, cotton or poly uniform shirt. Long or short sleeve are acceptable.
2. Navy Blue, EMS pants, with or without "billows" pockets at the thighs.
3. Navy Blue Mono County (paramedic or EMT) T-shirt, worn under uniform shirt.
4. Black basket weave uniform belt.
5. Black uniform boots.
6. Mono County EMS ball cap.
7. Holster for trauma shears, gloves, etc. (optional)

FURNISHED UNIFORM ITEMS

1. Shoulder patches, name tag, and badge for wearing with uniform shirt.
2. Rescue turn out gear, including jacket, pants, suspenders, boots, and helmet.
3. Cold weather gear, including cap, jacket, pants, boots, gloves, and goggles.

RESERVE/PART TIME EMPLOYEES

ACCEPTED, NON FURNISHED UNIFORM ITEMS

1. Navy Blue, double breast pocketed, cotton or poly uniform shirt. Long or short sleeves are acceptable.
2. Navy Blue EMS pants, with or without billows pockets at the thighs.
3. Navy Blue Mono County (paramedic or EMT) T-shirt, worn under uniform shirt.
4. Black basket weave uniform belt.
5. Black uniform boots
6. Mono County EMS ball cap.
7. Holster for trauma shears, gloves etc. (optional)

FURNISHED UNIFORM ITEMS

1. Shoulder patches, name tag, and badge for wearing on uniform shirt.
2. Station supplied rescue turnout gear, including jacket, pants, suspenders, boots and helmet.
3. Station supplied cold weather gear, including cap, jacket, pants, boots, gloves, and goggles.

POLICY REGARDING PROPER UTILIZATION OF UNIFORMS

Full uniforms, which consist of all items in the "accepted, non-furnished" category previously mentioned, are to be worn without exception, during regular business hours, which for this policy, and shall be 0800 until 1800 hours, seven days a week.

Discretion will be used when completing outside or dirty tasks in warm weather, and the minimum for these tasks will be all the above mentioned uniform items, without the uniform shirt.

Nightly and physical training uniforms may consist of t-shirt, shorts, sweats and training shoes. In the event of an assigned call or any patient contact, the proper uniform shall be readily available and be worn during the response. Rescue turnout pants are acceptable during night calls between 1800 and 0800 hours.

Cold weather gear is acceptable in any cold weather environment, and should especially be used during winter months. However, during business hours, proper uniform shall be present under said cold weather gear.

Approved

Lynda Salcido, EMS Director

Rob DeForrest, EMS Manager

**COUNTY OF MONO
5 YEAR BUDGET COMPARISON**

FUND 100 GENERAL FUND
DEPT 855 PARAMEDIC PROGRAM

Account Number	Account Name	2009 2010	2010 2011	2011 2012	2012 2013	2013 2014	Year To Date
Revenues							
100-42855-10100-	TRANSIENT OCCUPANCY TAX-	\$ 410,000.00	\$ 387,270.00	\$ 411,740.00	\$ 402,520.00	\$ 424,820.00	\$ 289,234.00
08550000	PARAMEDICS						
100-42855-15310-	ST- PUB SAFETY-PROP 172 SALES	\$ 336,250.00	\$ -	\$ -	\$ -	\$ 351,275.00	\$ 126,530.00
100-42855-15340-	ST- MADDY FUND REVENUE - PARAM	\$ 15,000.00	\$ -	\$ 18,543.00	\$ 9,887.00	\$ 10,237.00	\$ -
100-42855-15445-	ST- REALIGNMENT-AMBULANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-42855-16350-	AMBULANCE FEES	\$ 1,000,000.00	\$ 807,968.00	\$ 1,212,245.00	\$ 768,873.00	\$ 1,001,232.00	\$ 484,316.00
100-42855-16360-	PROFESSIONAL FEES (PARAMEDICS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-42855-17010-	MISCELLANEOUS REVENUE	\$ -	\$ 16,822.00	\$ -	\$ -	\$ 632.00	\$ 4,485.00
100-42855-17250-	JUDGMENTS, DAMAGES, & SETTLEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,153.00
00000000							
100-42855-18100-	OPERATING TRANSFERS IN (PARAMEDICS)	\$ -	\$ -	\$ 20,008.00	\$ -	\$ -	\$ 90.00
00000000							
Total Revenues		\$ 1,844,250.00	\$ 1,231,000.00	\$ 1,721,488.00	\$ 1,662,536.00	\$ 1,788,196.00	\$ 905,808.00
Expenditures							
100-42855-21100-	SALARY AND WAGES	\$ 1,662,944.00	\$ 1,704,088.00	\$ 1,733,545.00	\$ 1,750,428.00	\$ 1,748,588.00	\$ 1,006,433.00
00000000							
100-42855-21120-	OVERTIME	\$ 150,000.00	\$ 370,880.00	\$ 346,142.00	\$ 353,107.00	\$ 395,264.00	\$ 137,659.00
100-42855-21410-	HOLIDAY PAY	\$ 119,906.00	\$ 124,778.00	\$ 128,607.00	\$ 132,419.00	\$ 145,402.00	\$ 70,012.00
100-42855-22100-	EMPLOYEE BENEFITS	\$ 1,199,021.00	\$ 1,069,625.00	\$ 1,235,151.00	\$ 1,205,889.00	\$ 1,240,619.00	\$ 703,485.00
100-42855-30120-	UNIFORM ALLOWANCE	\$ 18,000.00	\$ 21,518.00	\$ 18,613.00	\$ 22,623.00	\$ 21,537.00	\$ 10,472.00
100-42855-30122-	UNIFORM/SAFETY GEAR	\$ -	\$ -	\$ 10,014.00	\$ -	\$ 2,402.00	\$ -
100-42855-30280-	TELEPHONE/COMMUNICATIONS	\$ 24,400.00	\$ 15,950.00	\$ 16,728.00	\$ 16,879.00	\$ 20,092.00	\$ 14,389.00
100-42855-30350-	HOUSEHOLD EXPENSES	\$ 5,000.00	\$ 4,482.00	\$ 3,319.00	\$ 5,509.00	\$ 6,531.00	\$ 1,758.00
100-42855-30500-	WORKERS' COMP INS EXPENSE	\$ 26,438.00	\$ -	\$ -	\$ -	\$ 19,459.00	\$ 26,439.00
100-42855-30510-	LIABILITY INSURANCE EXPENSE	\$ 17,703.00	\$ 3,159.00	\$ 3,137.00	\$ 1,910.00	\$ 15,150.00	\$ 17,703.00
100-42855-31200-	EQUIP MAINTENANCE & REPAIR	\$ 7,500.00	\$ 14,242.00	\$ 11,273.00	\$ 16,583.00	\$ 17,251.00	\$ 7,641.00
100-42855-31400-	BUILDING/LAND MAINT & REPAIR	\$ 2,000.00	\$ -	\$ 697.00	\$ 856.00	\$ 21.00	\$ 93.00
100-42855-31530-	MEDICAL/DENTAL & LAB SUPPLIES	\$ 38,000.00	\$ 40,530.00	\$ 36,514.00	\$ 36,255.00	\$ 39,375.00	\$ 27,660.00
100-42855-31700-	MEMBERSHIP FEES	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -
100-42855-32000-	OFFICE EXPENSE	\$ 8,000.00	\$ 8,998.00	\$ 8,644.00	\$ 8,255.00	\$ 7,052.00	\$ 7,176.00
100-42855-32005-	BANKING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443.00
100-42855-32450-	CONTRACT SERVICES	\$ 5,000.00	\$ 6,134.00	\$ 4,000.00	\$ 3,400.00	\$ 7,600.00	\$ 2,700.00
100-42855-32500-	PROFESSIONAL & SPECIALIZED SER	\$ -	\$ 52,098.00	\$ 75,874.00	\$ 58,801.00	\$ 60,580.00	\$ 250.00
100-42855-32800-	PUBLICATIONS & LEGAL NOTICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-42855-32860-	RENTS & LEASES - OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-42855-32950-	RENTS & LEASES - REAL PROPERTY	\$ 4,000.00	\$ 9,145.00	\$ 10,770.00	\$ 10,486.00	\$ 6,901.00	\$ -
100-42855-32960-	A-87 INDIRECT COSTS	\$ -	\$ 186,405.00	\$ 339,717.00	\$ 258,698.00	\$ 255,776.00	\$ -
100-42855-33010-	SMALL TOOLS & INSTRUMENTS	\$ 7,500.00	\$ 16,239.00	\$ 15,479.00	\$ 9,561.00	\$ 6,549.00	\$ 3,232.00
100-42855-33100-	EDUCATION & TRAINING	\$ -	\$ 101,000.00	\$ 44.00	\$ -	\$ -	\$ -
100-42855-33120-	SPECIAL DEPARTMENT EXPENSE	\$ 7,000.00	\$ 629.00	\$ 391.00	\$ 4,820.00	\$ 6,515.00	\$ 1,050.00
100-42855-33350-	TRAVEL & TRAINING EXPENSE	\$ 40,000.00	\$ 31,372.00	\$ 35,043.00	\$ 34,785.00	\$ 34,693.00	\$ 21,584.00
100-42855-33351-	VEHICLE FUEL COSTS	\$ 180,000.00	\$ 136,103.00	\$ 137,489.00	\$ 141,690.00	\$ 128,408.00	\$ 105,808.00
100-42855-33360-	MOTOR POOL EXPENSE	\$ 26,000.00	\$ 25,883.00	\$ 22,377.00	\$ 26,001.00	\$ 26,195.00	\$ 14,321.00
100-42855-33600-	UTILITIES	\$ -	\$ -	\$ -	\$ 20,254.00	\$ -	\$ -
100-42855-47010-	CONTRIBUTIONS TO OTHER GOVERNMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-42855-47020-	CONTRIBUTIONS TO NON-PROFIT OR	\$ -	\$ 125,000.00	\$ 133,000.00	\$ 150,000.00	\$ -	\$ -
100-42855-53010-	CAPITAL EQUIPMENT- VEHICLES	\$ 76,000.00	\$ 43,342.00	\$ 10,825.00	\$ -	\$ 6,040.00	\$ 75,450.00
100-42855-53030-	CAPITAL EQUIPMENT, \$5,000+	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-42855-60100-	OPERATING TRANSFERS OUT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-42855-70500-	CREDIT CARD CLEARING ACCOUNT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445.00
100-42855-72960-	A-87 INDIRECT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 3,880,712.00	\$ 3,800,195.00	\$ 3,864,676.00	\$ 3,868,967.00	\$ 3,885,589.00	\$ 2,256,323.00
Totals = Cost of General Fund		\$ (2,036,462.00)	\$ (2,569,195.00)	\$ (2,143,188.00)	\$ (2,206,431.00)	\$ (2,171,041.00)	\$ (2,171,041.00)
Total for DEPT 855 PARAMEDIC PROGRAM		\$ (2,036,462.00)	\$ (2,569,195.00)	\$ (2,143,188.00)	\$ (2,206,431.00)	\$ (2,171,041.00)	\$ (2,171,041.00)
14-15 MIDYEAR	2009 2010	2010 2011	2011 2012	2012 2013	2013 2014	2014	Year To Date
Total Expenditures							
Totals = Cost of General Fund							
Total for DEPT 855 PARAMEDIC PROGRAM							

US LABOR DEPARTMENT FAIR LABOR STANDARDS
COVERING LOAW ENFORCEMENT AND FIRE PROTECTION
EMPLOYEES

Fact Sheet #8: Law Enforcement and Fire Protection Employees Under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning the application of the [FLSA](#) to law enforcement and fire protection personnel of State and local governments.

Characteristics

Fire protection personnel include firefighters, paramedics, emergency medical technicians, rescue workers, ambulance personnel, or hazardous materials workers who:

1. are trained in fire suppression;
2. have the legal authority and responsibility to engage in fire suppression;
3. are employed by a fire department of a municipality, county, fire district, or State; and
4. are engaged in the prevention, control and extinguishment of fires or response to emergency situations where life, property, or the environment is at risk.

There is no limit on the amount of nonexempt work that an employee employed in fire protection activities may perform. So long as the employee meets the criteria above, he or she is an employee “employed in fire protection activities” as defined in section 3(y) of the FLSA.

Law enforcement personnel are employees who are empowered by State or local ordinance to enforce laws designed to maintain peace and order, protect life and property, and to prevent and detect crimes; who have the power to arrest; and who have undergone training in law enforcement.

Employees engaged in law enforcement activities may perform some nonexempt work which is not performed as an incident to or in conjunction with their law enforcement activities. However, a person who spends more than 20 percent of the workweek or applicable work period in nonexempt activities is not considered to be an employee engaged in law enforcement activities under the FLSA.

Coverage

Section 3(s)(1)(C) of the FLSA covers all public agency employees of a State, a political subdivision of a State, or an interstate government agency.

Requirements

[Hours of work](#) generally include all of the time an employee is on duty at the employer’s establishment or at a prescribed work place, as well as all other time during which the employee is suffered or permitted to work for the employer. Under certain specified conditions time spent in sleeping and eating may be excluded from compensable time.

The FLSA requires that all covered nonexempt employees be paid the statutory [minimum wage](#) of not less than \$7.25 per hour effective July 24, 2009.

The FLSA requires that all covered nonexempt employees be paid [overtime pay](#) at no less than time and one-half their regular rates of pay for all hours worked in excess of 40 in a workweek.

Section 13(b)(20) of the FLSA provides an overtime exemption to law enforcement or fire protection employees of a public agency that employs less than five employees during the workweek in law enforcement or fire protection activities.

Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a “work period” basis. A “work period” may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime under such a plan after 106 hours worked during a 14-day work period, while law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

Under certain prescribed conditions, a State or local government agency may give compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, in lieu of cash overtime compensation. Employees engaged in police and fire protection work may accrue up to 480 hours of compensatory time.

An employee must be permitted to use compensatory time on the date requested unless doing so would “unduly disrupt” the operations of the agency.

At the time of termination an employee must be paid the higher of (1) his or her final regular rate of pay or (2) the average regular rate during his or her last three years of employment for any compensatory time remaining “on the books” when termination occurs. For more information on state and local governments under the FLSA, see [Fact Sheet #7](#).

No covered employer may employ any minor in violation of the [youth employment provisions](#) of the FLSA. The Act establishes specific provisions concerning prohibited occupations and/or hours of employment of minors under age 18.

Covered employers must make, keep and preserve payroll-related records as described by regulations [29 CFR Part 516](#).

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

EMS DIVISION PAY MATRIX

PARAMEDIC 2014- AUGUST NEW 09 STEP MATRIX

FREEZE PERIOD (02/19/13) = 3/1/13-8/1/14 = 17 MONTHS

40	EMERGENCY MEDICAL TECHNICIAN	HOURLY RATE	1/2 TIME RATE	OT RATE	MONTHLY RATE	OVERTIME PER MO	PERS HOLIDAY PAY PER MO	UNIFORM 750 / 12	TOTAL MO PAY
		11.99	6.00	17.99	2,910.00	416.00	266.08	62.50	3,592.08
	A STEP	11.99	6.00	17.99	2,910.00	416.00	266.08	62.50	3,592.08
	Aa STEP	12.29	6.15	18.44	2,982.00	426.00	272.64	62.50	3,680.64
	B STEP	12.59	6.30	18.89	3,055.00	437.00	279.36	62.50	3,771.36
	Bb STEP	12.91	6.46	19.37	3,133.00	448.00	286.48	62.50	3,867.48
	C STEP	13.22	6.61	19.83	3,208.00	458.00	293.28	62.50	3,959.28
	Cc STEP	13.55	6.78	20.33	3,288.00	470.00	300.64	62.50	4,058.64
	D STEP	13.88	6.94	20.82	3,368.00	481.00	307.92	62.50	4,156.92
	Dd STEP	14.23	7.12	21.35	3,453.00	494.00	315.76	62.50	4,262.76
	E STEP	14.57	7.29	21.86	3,536.00	505.00	323.28	62.50	4,364.28
	2.5 % LONG --\$87.00	14.93	7.47	22.40	3,623.00	518.00	331.28	62.50	4,472.28
	5 % LONG --\$177.00	15.30	7.65	22.95	3,713.00	530.00	339.44	62.50	4,582.44
	6.5% LONG--\$233.00	15.53	7.77	22.95	3,769.00	539.00	344.64	62.50	4,652.64
50	PARAMEDIC I	HOURLY RATE	1/2 TIME RATE	OT RATE	MONTHLY RATE	OVERTIME PER MO	PERS HOLIDAY PAY PER MO	UNIFORM 750 / 12	TOTAL MO PAY
	A STEP	15.35	7.68	23.03	3,725.00	532.00	340.56	62.50	4,597.56
	2.5 % LONG--\$93.00	15.73	7.87	23.60	3,818.00	546.00	298.00	62.50	4,662.00
	Aa STEP	15.74	7.87	23.61	3,820.00	546.00	349.28	62.50	4,715.28
	B STEP	16.12	8.06	24.18	3,912.00	559.00	357.68	62.50	4,828.68
	Bb STEP	16.53	8.27	24.80	4,011.00	573.00	366.72	62.50	4,950.72
	C STEP	16.93	8.47	25.40	4,109.00	588.00	375.76	62.50	5,072.76
	Cc STEP	17.36	8.68	26.04	4,213.00	602.00	385.20	62.50	5,200.20
	D STEP	17.78	8.89	26.67	4,315.00	616.00	394.48	62.50	5,325.48
	Dd STEP	18.23	9.12	27.35	4,424.00	632.00	404.48	62.50	5,460.48
	E STEP	18.67	9.34	28.01	4,531.00	648.00	414.32	62.50	5,593.32
	2.5 % LONG --\$114.00	19.14	9.57	28.01	4,645.00	663.00	424.64	62.50	5,732.64
	5% LONG --\$230.00	19.62	9.81	29.43	4,761.00	680.00	435.28	62.50	5,876.28
	6.5% LONG--\$301.00	19.91	9.96	29.43	4,832.00	691.00	441.84	62.50	5,964.84

2013-PARAMEDIC MATRIX

54	PARAMEDIC II	HOURLY RATE		1/2 TIME RATE		OT RATE		MONTHLY RATE		OVERTIME PER MO		PERS HOLIDAY PAY PER MO		UNIFORM 750 / 12		TOTAL MO PAY	
	A STEP	16.94	8.47	25.41	4,111.00	587.00	375.84	5,073.84	62.50	5,136.34							
	Aa STEP	17.37	8.69	26.06	4,215.00	602.00	385.36	5,202.36	62.50	5,264.86							
	B STEP	17.79	8.90	26.69	4,317.00	617.00	394.72	5,328.72	62.50	5,391.22							
	Bb STEP	18.24	9.12	27.36	4,426.00	632.00	404.64	5,462.64	62.50	5,525.14							
	C STEP	18.68	9.34	28.02	4,534.00	648.00	414.56	5,596.56	62.50	5,659.06							
	Cc STEP	19.15	9.58	28.73	4,647.00	664.00	424.88	5,735.88	62.50	5,798.38							
	D STEP	19.61	9.81	29.42	4,759.00	680.00	435.12	5,874.12	62.50	5,936.62							
	Dd STEP	20.10	10.05	30.15	4,878.00	697.00	446.00	6,021.00	62.50	6,083.50							
	E STEP	20.59	10.30	30.89	4,997.00	714.00	456.88	6,167.88	62.50	6,230.38							
	2.5% LONG --\$123.00	21.10	10.55	31.65	5,120.00	731.00	468.08	6,319.08	62.50	6,381.58							
	5% LONG --\$252.00	21.63	10.82	32.43	5,249.00	750.00	479.92	6,478.92	62.50	6,541.42							
	6.5% LONG--\$330.00	21.95	10.98	32.90	5,327.00	761.00	487.04	6,575.04	62.50	6,637.54							
56	TRAINING OFFICER	HOURLY RATE		1/2 TIME RATE		OT RATE		MONTHLY RATE		OVERTIME PER MO		PERS HOLIDAY PAY PER MO		UNIFORM 750 / 12		TOTAL MO PAY	
	A STEP	18.63	9.32	27.95	4,521.00	646.00	413.36	5,580.36	62.50	5,642.86							
	2.5% LONG --\$114.00	19.10	9.55	28.65	4,635.00	662.00	423.76	5,720.76	62.50	5,783.26							
	Aa STEP	19.10	9.55	28.65	4,635.00	662.00	423.76	5,720.76	62.50	5,783.26							
	B STEP	19.57	9.79	29.36	4,749.00	678.00	434.16	5,861.16	62.50	5,923.66							
	Bb STEP	20.06	10.03	30.09	4,868.00	695.00	445.04	6,008.04	62.50	6,070.54							
	C STEP	20.55	10.28	30.83	4,987.00	712.00	455.92	6,154.92	62.50	6,217.42							
	Cc STEP	21.06	10.53	31.59	5,111.00	730.00	467.28	6,308.28	62.50	6,370.78							
	D STEP	21.57	10.79	32.36	5,234.00	748.00	478.56	6,460.56	62.50	6,523.06							
	Dd STEP	22.11	11.06	33.17	5,365.00	766.00	490.48	6,621.48	62.50	6,683.98							
	E STEP	22.65	11.33	33.98	5,496.00	785.00	502.48	6,783.48	62.50	6,845.98							
	2.5% LONG --\$139.00	23.22	11.61	34.83	5,635.00	805.00	515.20	6,955.20	62.50	7,017.70							
	5% LONG --\$280.00	23.80	11.90	35.67	5,776.00	825.00	528.08	7,129.08	62.50	7,191.58							
	6.5% LONG--\$330.00	24.16	12.08	36.18	5,863.00	838.00	536.08	7,237.08	62.50	7,299.58							

CALIFORNIA STATE CONTROLLER'S OFFICE
EMPLOYEE REPORTED EARNINGS PER EMS DIVISION

Position	Regular Pay	Overtime	Other Pay	Total Wages	Total Retirement & Health Cost	Total Compensation
Paramedic Station Captain	63,577	27,357	10,215	\$101,150	\$9,249	\$110,399
Paramedic Station Captain	57,061	32,313	9,036	\$98,410	\$18,484	\$116,894
Paramedic Station Captain	28,861	5,623	59,450	\$93,934	\$13,634	\$107,568
Paramedic Training Officer	59,990	22,770	10,073	\$92,833	\$27,897	\$120,731
Paramedic Station Captain	62,053	21,500	9,069	\$92,622	\$27,972	\$120,594
Paramedic Station Captain	61,414	9,852	17,806	\$89,072	\$27,824	\$116,896
Paramedic II	53,188	26,237	9,521	\$88,946	\$17,663	\$106,609
Paramedic II	49,996	30,872	7,028	\$87,897	\$36,480	\$124,377
Paramedic II	53,288	24,608	7,544	\$85,440	\$25,981	\$111,420
Paramedic II	53,862	22,476	\$7,926	\$84,264	\$27,787	\$112,051
Paramedic II	53,188	20,584	10,347	\$84,119	\$17,663	\$101,783
Paramedic II	54,512	21,385	7,267	\$83,163	\$15,584	\$98,747
Paramedic II	53,040	16,275	7,962	\$77,277	\$36,881	\$114,158
Paramedic II	53,188	11,394	11,498	\$76,080	\$17,663	\$93,743
Paramedic II	52,888	13,263	7,341	\$73,492	\$18,038	\$91,530
Paramedic II	56,088	9,659	7,194	\$72,941	\$27,163	\$100,105
Paramedic II	48,983	14,976	7,084	\$71,043	\$27,187	\$98,230
Ems Manager	67,550		1,260	\$68,810	\$27,641	\$96,451
Emergency Medical Technician	37,993	13,494	8,697	\$60,185	\$25,790	\$85,975
Paramedic II	40,643	9,643	8,786	\$59,072	\$32,094	\$91,166
EMT	28,963	13,995	5,176	\$48,135	\$30,306	\$78,442
Paramedic II	16,386	2,648	22,384	\$41,419	\$6,999	\$48,418
EMT	25,369	9,641	\$5,260	\$40,271	\$29,761	\$70,031
EMT	28,627	4,722	5,026	\$38,375	\$25,945	\$64,320
EMT	27,658	4,722	5,176	\$37,556	\$21,079	\$58,635
EMT	21,910	7,413	3,896	\$33,220	\$5,384	\$38,604
EMT	21,247	7,459	4,231	\$32,937	\$9,555	\$42,492
Paramedic II			17,590	\$17,590		\$17,590
EMT - Reserve	12,440	1,151		\$13,591	-	\$13,591
Met-Reserve	7,913	1,486		\$9,398		\$9,398
IMT	7,509	1,495	354	\$9,358	\$34	\$9,392
EMT - Reserve	3,213			\$3,213		\$3,213
EMT - Reserve	2,770			\$2,770		\$2,770
EMT - Reserve	959			\$959		\$959
Met-Reserve	282			\$282		\$282
	1,266,608	409,014	294,202	1,969,824	607,740	2,577,564

NOTE: Regularly scheduled overtime is included in the Other Pay column on the SCO report and in the Overtime column in this schedule.

LEGAL STRUCTURE OF EMERGENCY MEDICAL SERVICES
IN CALIFORNIA AND MONO COUNTY

The Legal Structure of EMS in California and Mono County

The Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act

(Health and Safety Code Division 2.5,
Sections 1797-1799, enacted 1980, amended 1986)

(The "Act")

The Act creates the Emergency Medical Services Authority (EMSA)

§ 1797.1. Legislative findings

The Legislature finds and declares that it is the intent of this act to provide the state with a statewide system for emergency medical services by establishing within the Health and Welfare Agency the Emergency Medical Services Authority, which is responsible for the coordination and integration of all state activities concerning emergency medical services.

§ 1797.100. Establishment

There is in the state government in the Health and Welfare Agency, the Emergency Medical Services Authority.

The Act requires counties to create Local Emergency Medical Services Agencies (LEMSAs) -- if they have an EMS program

§ 1797.200. Development of county program; Designation of local agency

Each county may develop an emergency medical services program. Each county developing such a program shall designate a local EMS agency which shall be the county health department, an agency established and operated by the county, an entity with which the county contracts for the purposes of local emergency medical services administration, *or a joint powers agency created for the administration of emergency medical services by agreement between counties or cities and counties* pursuant to the provisions of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

medical services, the Emergency Medical Services System and Prehospital Emergency Care Personnel Act (SB 125) was passed, creating the Emergency Medical Services Authority and adding Division 2.5 to the Health and Safety Code (Sections 1797-1799). The EMS Authority is one of thirteen departments within California's Health and Human Services Agency.

EMS Systems Planning and Development

The EMS Authority provides statewide coordination and leadership for the planning, development, and implementation of local EMS systems. California has 33 local EMS systems that are providing emergency medical services for California's 58 counties. Seven regional EMS systems comprised of thirty-three counties and twenty-six single county agencies provide the services. Regional systems are usually comprised of small, more rural, less-populated counties and single-county systems generally exist in the larger and more urban counties.

Responsibilities for EMS systems planning and development include the following:

- Assessment of EMS Systems in order to coordinate EMS activity based on community needs, for the effective and efficient delivery of EMS services;
- Provision of technical assistance to local agencies developing, implementing, or evaluating components of an EMS system;
- Development of statewide standards and guidelines for EMS systems as well as guidelines for the assessment of critical care capabilities of hospitals; and
- Review and approval of local EMS plans to ensure compliance with the minimum standards set by the EMS Authority.

Prehospital Emergency Medical Care Personnel Standards

The EMS Authority is mandated by statute to develop and implement regulations that set training standards and the scope of practice for emergency medical personnel, including Emergency Medical Technician (EMT), Advanced EMTs, Paramedics, Mobile Intensive Care Nurses (MICN), Firefighters, Peace Officers and Lifeguards.

Paramedic Licensure and Enforcement

The EMS Authority operates the State Paramedic Licensure program. This program licenses and conducts disciplinary investigations of paramedics to ensure that the care they provide meets California's high standards for prehospital care.

The Local Emergency Medical Services Agency (LEMSA)

(Local or Regional Level)



Regional LEMSAs

There are seven regional EMS systems in California, of those, six are designated as multi-county EMS agencies which collectively provide emergency medical services for 32 counties within California. A multi-county EMS agency is an entity of three or more counties that serve rural areas with extensive tourism. The agency must be designated by its member counties as the local EMS agency.

The EMS Authority contracts with and allocates State General Funds to established multi-county EMS agencies that meet specific requirements. The funding is used to maintain the EMS system and continue essential minimum program activities, and to improve the EMS system. The EMS Authority will monitor the multi-county EMS agency records and program performance on a quarterly basis. The EMS Authority may also conduct periodic site visits to review administrative documentation and any product produced under the terms of the contract.

EMS Planning

Both single and multi-county local EMS agencies must develop and submit a five-year EMS plan and annual updates to the EMS Authority for a local emergency medical services system according to the state system standards and guidelines. The purpose of the local EMS plans is to meet community EMS needs through the effective utilization of local resources.

ICEMA

The Inland Counties Emergency Medical Services Agency (ICEMA) is Mono County's LEMSA. ICEMA is a joint powers agency established by agreement among Inyo, Mono, and San Bernardino Counties pursuant to Health and Safety Code Section 1797.200, and serves as the LEMSA for all three counties.

Responsibilities and Activities

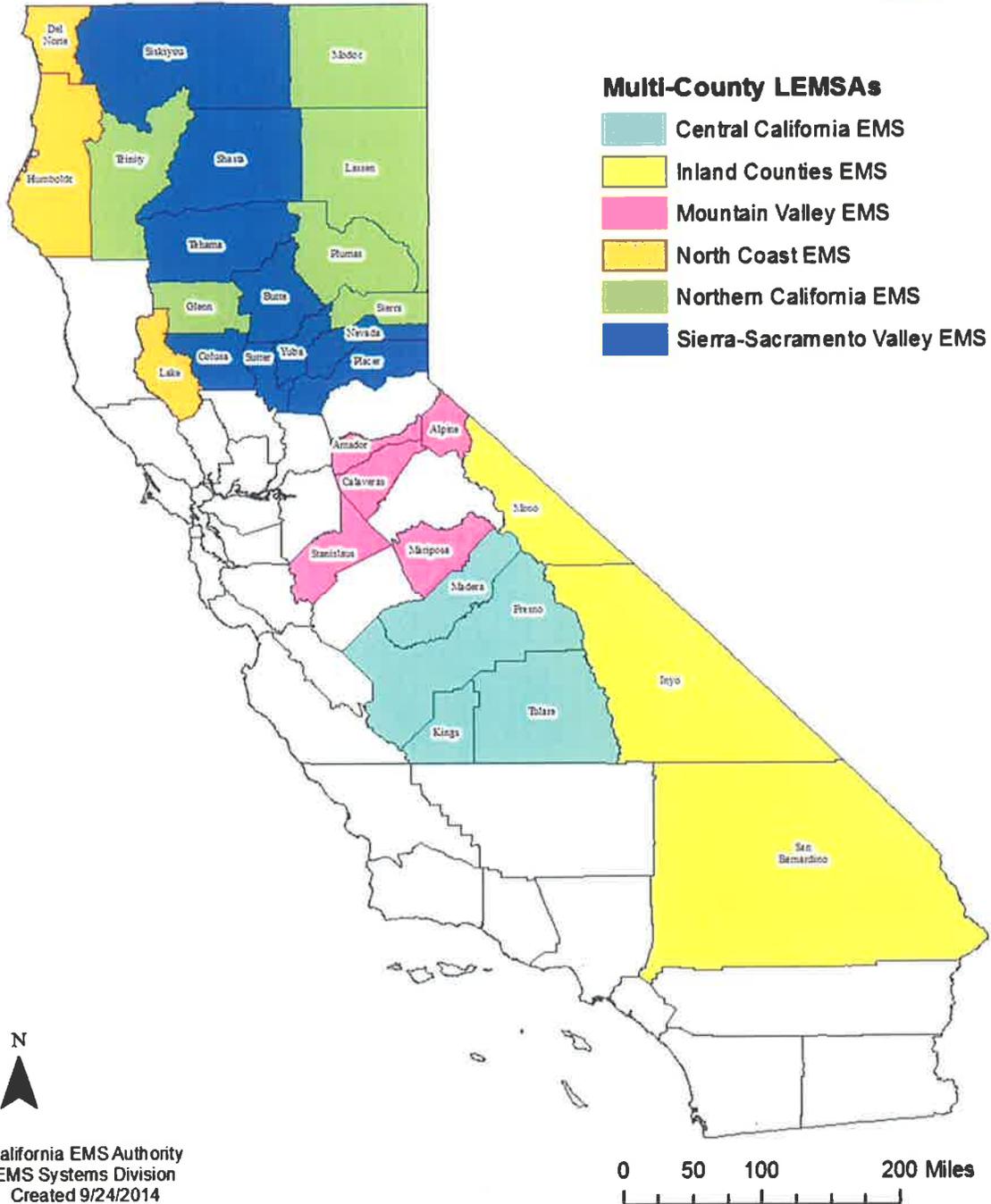
- EMS System Organization, Management and Maintenance
- Paramedic Accreditation, EMT Certification
- Training Programs and Continuing Education
- Prehospital Treatment and Medical Control
- EMS and Hospital Communications Coordination
- Ground and Air Ambulance Transportation
- Regional Trauma, Stroke and STEMI Program Oversight
- Data Collection and Evaluation (e-PCR/ImageTrend)
- Disaster Medical and Resource Management

- Protocol Review/Update/Medical Director Review
- QA/CQI Activities
- EMS Plan Updates
- Development and Review of Exclusive Operating Areas

Regional LEMSA State Funding

Regional LEMSAs receive State funding that is not available to single-county LEMSAs. The amount of that funding is determined based on population. A regional LEMSA must have three or more counties and demonstrate a heavy use of the EMS system by nonresidents to qualify. ICEMA receives approximately \$300,000 annually from the State in regional LEMSA funding.

Multi-County Local EMS Agencies in California



JOINT POWERS AUTHORITY BETWEEN ICEMA
(INLAND COUNTIES EMERGENCY MEDICAL AGENCY)
AND INYO AND MONO COUNTIES

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY
AND RECORD OF ACTION**

January 8, 2013

**FROM: THOMAS G. LYNCH, Administrator
Inland Counties Emergency Medical Agency**

**SUBJECT: JOINT POWERS AGREEMENT WITH INYO AND MONO COUNTIES FOR
EMERGENCY MEDICAL SERVICES**

RECOMMENDATION(S)

Acting as the governing body of the Inland Counties Emergency Medical Agency, approve a Joint Powers Agreement (**Agreement No. 13-0019**) to provide for the operation and management of a regional Emergency Medical Services System in the Counties of San Bernardino, Inyo and Mono. (Presenter: Thomas G. Lynch, Administrator, 388-5830)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

**Provide for the Health and Social Services Needs of San Bernardino County Residents.
Pursue County Goals and Objectives by Working with Other Governmental Agencies.**

FINANCIAL IMPACT

Approval of this item does not impact discretionary general funding (no net county cost). Inland Counties Emergency Medical Agency (ICEMA) will receive \$292,479 in funding from the California Emergency Medical Services Authority to assist with performing the duties listed below. These funds were included in ICEMA's budget for fiscal year 2012-13 and will be included in subsequent budgets based upon continued funding.

BACKGROUND INFORMATION

Approval of this item will approve a new Joint Powers Agreement (JPA) that supersedes and replaces the existing 1998 JPA that provides for the operation and management of a regional Emergency Medical Services (EMS) System in the Counties of San Bernardino, Inyo and Mono.

The 20-year period since the adoption of the existing JPA has seen significant changes in the law as well as the field of emergency medicine and the organizational structure of the County. These changes make it necessary to update the JPA to address current issues and bring the JPA into conformity with the EMS Act. The most significant changes within the proposed JPA may be summarized as follows:

Page 1 of 2

cc: ICEMA-Lynch w/ agree
Contractor c/o Dept w/ agree
ACR-Acct Pay Mgr w/ agree
EBIX/BPO c/o Risk
CAO-Atkeson
File - w/ agree
jr 2/6/13

ITEM 46

Record of Action of the Board of Supervisors

**DEFERRED/APPROVED
COUNTY OF SAN BERNARDINO
Board of Supervisors**

MOTION	<u>AYE</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>	<u>SECOND</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: January 08, 2013

**JOINT POWERS AGREEMENT WITH INYO AND MONO COUNTIES
FOR EMERGENCY MEDICAL SERVICES
JANUARY 8, 2013
PAGE 2 OF 2**

- The proposed JPA brings ICEMA into conformity with a County organizational change in 2007 which separated ICEMA from the Department of Public Health. The new JPA recognizes this organizational change by shifting the direct reporting structure of ICEMA from the County's Public Health Officer to its Chief Executive Officer (CEO). The new JPA further designates the CEO, or his deputy, as the Executive Officer of ICEMA.
- The updated JPA adds provisions which had not been included in the previous JPA for medical and health disaster response planning for Inyo and Mono Counties.
- Provisions have been added which address the establishment of exclusive operating areas for emergency ambulance providers.
- The JPA further adds needed administrative provisions relating to definitions, minutes, quorums, budgets and fiscal reports, insurance and indemnity, and distribution of assets upon termination of the JPA, and other miscellaneous provisions.

The proposed JPA was approved by the Counties of Inyo and Mono on September 25, 2012 and December 6, 2012, respectively. This Agreement will become effective once approved by the Boards of Supervisors of all three counties and shall continue until terminated by the withdrawal of two (2) or more members.

In accordance with the EMS Act, ICEMA is tasked with centralizing the administration of common EMS functions at the regional level including the training and medical oversight of EMS personnel, communications, data collection, and the oversight and regulation of emergency ambulance transport services. The benefits derived from centralizing the administration of common EMS functions at the regional level include:

- Reducing administrative and program costs
- Standardizing system coordination of emergency response and patient flow
- Focusing of regional EMS concerns
- Providing a more effective impact at the state level; and matching administrative boundaries with natural systems

In 1975 the original JPA was approved by the Counties of San Bernardino, Riverside, Inyo and Mono to provide for the operation and management of a regional EMS System. The JPA established ICEMA as a Local Emergency Medical Services Agency (LEMSA) under the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (EMS Act).

In 1988, Riverside County withdrew from ICEMA necessitating a revision of the JPA. The result was the present tri-county JPA which is still in use.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Alan Green, Deputy County Counsel, 387-5288) on December 5, 2012 and the County Administrative Office (Steve Atkeson, Administrative Analyst, 387-0294) on December 21, 2012.

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code	SC	Dept. ICM	A	Contract Number 13-0019	
<input type="checkbox"/> Change					ePro Vendor Number	
<input type="checkbox"/> Cancel					ePro Contract Number	
Inland Counties Emergency Medical Agency				ICM	ICM	Contractor's License No.
Contract Representative Thomas G. Lynch, EMS Administrator			Telephone (909)388-5823		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
				\$	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name ICEMA Joint Powers Agreement				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

INLAND COUNTIES
EMERGENCY MEDICAL
AGENCY

STANDARD CONTRACT

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY** hereinafter called the **COUNTY**, and

Name
County of Inyo
Address
163 May Street
Bishop, CA 93514
Telephone
(760) 873-3305 Federal ID No. or Social Security No.

hereinafter called
Inyo County

and

Name
County of Mono
Address
P.O. Box 3329
Mammoth Lakes, CA 93546
Telephone
(760) 924-1830 Federal ID No. or Social Security No.

hereinafter called
Mono County