

# *Fire District No. 3*

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

## **Supplemental Terms and Conditions of Employment for Full-Time, Part-Time and Per Diem Emergency Medical Technicians**

### **1. Scheduling**

- a. Full-Time Emergency Medical Technicians shall be required to be on duty for a total of eighty (80) hours per two (2) week cycle. Scheduling shall be at the discretion of the Chief of the Department or his/her designee. Any change to an employee's schedule shall be done so in writing, or electronic scheduling system, by the Chief of Department, with at least fourteen (14) days' notice, with the exception of emergency situations. Upon an employee reaching their required eighty (80) hours, any time worked beyond the eighty (80) hours, during that two (2) week cycle, shall be paid out to the employee at their overtime rate.
- b. Hours of work for all Part-Time Emergency Medical Technicians shall require being on duty for a minimum of twenty four (24) hours per week.
- c. Part-Time Emergency Medical Technicians must submit no less than twenty four (24) hours of availability per week. These hours must be within hours requiring Part-Time coverage, or hours announced by the Chief of the Department or his/her designee.
- d. Per Diem Emergency Medical Technicians must submit no less than twenty four (24) hours of availability per month. These hours must be within hours requiring Per Diem coverage, or hours announced by the Chief of the Department or his/her designee.
- e. Scheduling in all compensated Emergency Medical Services positions shall be at the discretion of the Chief of the Department or his/her designee. Any change to an employee's schedule shall be done so in writing, or by means of the electronic scheduling system, by the Chief of Department, with at least fourteen (14) days' notice, with the exception of emergency situations.

### **2. Hours of Work**

- a. The District has an interest in assuring that its Emergency Medical Technicians are not so exhausted that their ability to perform their duties becomes impaired. It is therefore in the District's best interest to assure that its Emergency Medical Technicians are not overworked.
- b. The District's position is that all Emergency Medical Technicians leave a minimum of eight hours between scheduled shifts. If an Emergency Medical Technician works 16 consecutive hours of regular, off-duty/secondary, or extra duty employment, there must be a minimum of eight (8) consecutive hours off prior to reengaging in any type of employment with the District.
- c. Any exceptions to this policy must be approved by the Chief of Department or his/her designee. It is the responsibility of each Emergency Medical Technician to keep track of his or her hours worked for any given time period.

### **3. Time Off**

- a. All Full-Time Emergency Medical Technicians will be allocated Paid Time Off (PTO) which may be used for vacation, personal or family illness or any other personal matters that cannot be attended to outside normal hours of work. The authority for the approval of an employee's PTO is vested in the Chief of the Fire Department, and PTO shall not be unreasonably denied.
- b. All Full-Time Emergency Medical Technicians shall be entitled to Paid Time Off with pay at their regular rate of pay, in accordance with the following schedule. PTO will be credited to the employee on their anniversary date each year.
  - i. Upon completing 6 months of service - **80 Hours**
  - ii. Having completed 1 year through 4 years - **136 Hours**
  - iii. In year 5 through 11 – **200 Hours**
  - iv. In year 12 and thereafter – **216 Hours**
- c. All Part-Time Emergency Medical Technicians shall not be subject to Paid Time Off (PTO) provisions. P/T EMTs will be allotted **ninety six (96) hours** within a calendar year which can be taken off, as elected, without compensation. This is to say hours from the **96 hours** may be utilized to offset the required 24 hours per week. Any time off shall be reported to and approved by the Chief of Department or his/her designee. Allowable time off shall not carry from year to year; there will no accumulation of time off.

### **4. Bereavement Leave**

- a. Full-Time EMT: In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) shifts off with pay, for wake, funeral and/or memorial services. Immediate family members are defined as an employee's spouse, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. For all other relatives, two (2) shifts from the date of death may be granted.
- b. Part-Time EMT: In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) shifts off without pay, for wake, funeral and/or memorial services. Immediate family members are defined as an employee's spouse, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. For all other relatives, two (2) shifts from the date of death may be granted. Said shifts shall be applied to any time that the part-time or per diem EMT is required to work during that period.

### **5. Sick Leave**

- a. Sick leave shall be granted to all compensated EMS personnel consistent with the provisions of New Jersey Statutes.
- b. Employees reporting out sick shall do so no less than two (2) hours prior to the start of their shift.
- c. Employees on sick leave shall remain in their place of confinement for the duration of said leave.
- d. Employees utilizing sick leave for three or more consecutive shifts shall be required to provide a medical professional's note allowing their return to duty, and shall be subject to the District's policies on returning to duty.

## **6. Education**

- a. All Compensated Emergency Medical Services Personnel are inherently required to maintain their EMT and CPR Certifications and PHTLS or IHTLS Certifications in order to remain employed by the District. The District will pay the cost of any approved classes that you attend in order to maintain your certifications, you will not be paid your salary to attend these classes. You must submit an application to the Chief of Department or his/her designee to be approved prior to attending.
- b. Part-Time and Per Diem Emergency Medical Technicians, at the Discretion of the Chief of Department, may be required to attend mandatory training that will advance their skills and proficiencies in certain areas. When an employee is required to attend such a course the District will pay for the class itself, and will also pay your hourly rate hour-for-hour for your attendance at these courses, excluding travel time, unless your attendance constitutes overtime as determined in (6) below.

## **7. Holidays**

- a. Any compensated Emergency Medical Technician who works on a Holiday, so recognized by the Fire District in its Policies and Procedures Manual shall be compensated for those hours at a rate of one and one-half times their regular rate of pay.
- b. The Chief of Department may request from Per Diem or Part-Time employees that they provide notification of availability for Holiday assignments, consistent with applicable policies.

## **8. Overtime**

- a. Any compensated Emergency Medical Services employee exceeding eighty (80) hours within the pay cycle shall be compensated for all excess hours at a rate of one and one-half (1 ½) times their hourly rate.
- b. For purposes of calculating overtime, and approved outside employment/stand-by details shall not be included.

## **9. Insurance**

- a. The Fire District shall maintain and make available to Full-Time Emergency Medical Technicians the following insurances, consistent, where applicable to the provisions of Chapter 78, P.L. 2011
  - **Healthcare Insurance**
  - **Dental Insurance**
  - **Vision/Eye Care Insurance**
  - **Accident/Sickness Insurance**
  - **Life Insurance Policy**
  - **Flexible Spending Account (FSA)**
- b. The District agrees to maintain an annually determined amount, per employee, in a Healthcare Reimbursement Arrangement (HRA). The Board may also provide a Section 125 Plan for employees in accordance with the provisions of Chapter 78, P.L. 2011, incorporated herein by reference

- c. Full-Time Emergency Medical Technicians receiving healthcare benefits shall be subject to co-payment consistent with the provisions of law requiring such.
- d. Opt-Out Election
  - i. A health benefit Opt-Out provision for healthcare coverage shall be provided to all Full-Time Emergency Medical Technicians who elect to waive medical benefits coverage. Full-Time Emergency Medical Technicians shall be paid annually during the first pay week of the last month of the policy period. Full-Time Emergency Medical Technicians requesting the Opt-Out benefit must complete an approved waiver form specifying that they have insurance coverage through another source. A copy of that form shall be provided by the Board. Opt-Out benefits shall be paid as outlined herein
    - **Single Coverage** **\$1,000.00 Per Year**
    - **Parent Child Coverage** **\$1,500.00 Per Year**
    - **Spouse** **\$1,500.00 Per Year**
    - **Family** **\$1,750.00 Per Year**
- e. Notwithstanding the above schedule, Opt-Out benefits, consistent with State Law shall not exceed 25% of the annual premium or \$5,000.00, whichever is less.
- f. Part-Time and Per Diem Emergency Medical Technicians shall be afforded all statutorily required insurances as well as Life Insurance and Accident/Sickness coverage.

**10. Uniforms**

- a. Issuance, Use and Maintenance of all uniforms utilized by compensated Emergency Medical personnel shall be at the discretion of the Chief of Department

**11. Outside/Extra Duty Rate of Pay**

- a. Any Compensated Emergency Medical Technician working a Stand-By Detail scheduled through the District and with the approval of the Chief of Department, shall be compensated according to the schedule of fees adopted by the Board of Commissioners. These hours shall not be utilized in computation of overtime entitlement.

**12. Pensions**

- a. Consistent with applicable State Law, employees will be enrolled in the pension system commensurate with their salary and/or employment status and current co-enrollment.