

Fire District No. 3

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

MAY 04, 2023

**RESOLUTION AMENDING TERMS AND CONDITIONS OF EMPLOYMENT FOR
COMPENSATED EMERGENCY SERVICES EMPLOYEES**

RESOLUTION 23-05-04-51

WHEREAS, the Board of Fire Commissioners sets the terms and conditions of employment for certain employees not covered by Collective Bargaining Agreements, or other bargaining entities, and

WHEREAS, the Board has the responsibility to review these terms and conditions periodically, and to make changes which are in the best interest of the District, and

WHEREAS, the Board has empowered the Chief and Administrator to undertake such a review and to promulgate revised terms and conditions.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF FIRE DISTRICT No. 3, TOWNSHIP OF HANOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY as follows:

1. The attached Terms and Conditions are adopted by the Board and adequate notice shall be given to all compensated Emergency Medical Services employees, and
2. The attached Terms and Conditions shall supersede any previously promulgated terms and conditions, and
3. These terms and conditions shall be effective immediately upon passage of this resolution.

It is hereby certified that this resolution is adopted by the Board of Fire Commissioners on this the 4th day of **May, 2023**.

MaryLou DeSimone, Secretary

Fire District No. 3

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

Certification

I, **MaryLou DeSimone**, Secretary of the Board of Fire Commissioners of Fire District No. 3, Township of Hanover, County of Morris, State of New Jersey, hereby certify that the Commissioners at a meeting held on the **4th day of May, 2023** duly adopted the attached resolution;

23-05-04-51 RESOLUTION AMENDING TERMS AND CONDITIONS OF EMPLOYMENT FOR COMPENSATED EMERGENCY SERVICES EMPLOYEES

This resolution was introduced by Commissioner:

Cornine **DeSimone** **Dugan, Jr.** **Waldron** **Keyser**

and was seconded by Commissioner

Cornine **DeSimone** **Dugan, Jr.** **Waldron** **Keyser**

Record of the Vote

	Cornine	DeSimone	Dugan, Jr.	Waldron	Keyser
Yes	X	X	X	X	X
No					
Abstain					
Absent					

MaryLou DeSimone, Secretary

Fire District No. 3

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

TERMS AND CONDITIONS OF EMPLOYMENT FOR FULL-TIME, PART-TIME AND PER DIEM EMERGENCY MEDICAL TECHNICIANS

MAY 4, 2023

1. Forward

- a. These Terms and Conditions of Employment are promulgated by means of Resolution by the Board of Fire Commissioners acting so as to insure adequate guidance for staffing of Emergency Medical Services
- b. These Terms and Conditions of Employment ***shall supersede any*** previous Terms and Conditions of Employment
- c. These Terms and Conditions of Employment shall commence April 20, 2023
- d. The determination of scheduling of any Full-Time employee is at the discretion of the Board of Fire Commissioners and may be changed with no less than ten (10) days' notice.

2. Scheduling

- a. **Full-Time Emergency Medical Technicians** shall be required to be on duty for a total of forty (40) hours per week, 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 ~~ten (10) days~~ 72 hours' notice, with the exception of emergency situations.
- b. Any **Full-Time Emergency Medical Technician** working more than forty hours within a payroll week shall be compensated according to the 'Overtime' rate as described herein.
- c. **Part-Time Emergency Medical Technicians** shall have 24 hours of work available to them within a payroll week – seven days, this does not preclude a Part-Time Emergency Medical Technician from being scheduled more than 24 hours in a single pay week, but not to exceed 48 hours in the two-week pay cycle.
 1. Part-Time Emergency Medical Technicians shall be required to work 24 hours within a calendar week, and the District shall make 24 hours available during each week. These hours must primarily be hours which require an EMT to meet adequate staffing for the District. Secondary to this shall be hours which supplement the staffing scheduled to be on duty, including provisions of staffing the Power Truck. A Part-Time EMT may, at the discretion of the scheduling officer, work a total of 48 hours within a two-week period, provided the scheduled hours do not constitute overtime.

2. A Part-Time EMT utilizing the flexibility of splitting shifts to achieve the required 48 hours every two weeks may use no less than 12 hours in a week and no more than 36 hours in the accompanying week.
 3. A Part-Time EMT shall not be precluded from working in excess of 36 hours a week, or 40 hours per week if and when coverage for shifts is needed; Overtime rules shall apply.
- d. Available shifts shall be forwarded to **Part-Time Emergency Medical Technicians** by the Chief or his/her designee, and assignments shall be made based on equity with consideration for seniority.
 - e. **Per Diem Emergency Medical Technicians** must submit no less than twelve (12) hours of availability per week. These hours must be within hours identified as requiring Per Diem coverage, or hours announced by the Chief of the Department or his/her designee
 - f. Scheduling in all compensated Emergency Medical Services positions shall be at the discretion of the Chief 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, or his/her designee, with at least two (2) days' notice, with the exception of emergency situations.
 - g. The District reserves the right to change or alter the schedule of any Part-Time or Per Diem personnel up to 24 hours prior to the start of shift.

3. Hours of Work

- a. Availability for all Part-Time and Per Diem staff shall be for shifts which are identified as needing coverage. Submission of availability for times where coverage is not needed shall not be considered as meeting the minimum submissions.
- b. The District in the interest of the health and wellbeing of its Emergency Medical Technicians, and to prevent fatigue and associated consequential issues shall not permit any Emergency Medical Technician to work more than twenty four (24) consecutive hours,
- c. Any Emergency Medical Technician who has worked twenty four (24) consecutive hours shall be required to have no less than eight (8) consecutive hours off prior to reengaging in any type of employment with the District in any scheduled or volunteer capacity.
- d. Any exceptions to this policy must be approved by the Chief of Department or his/her designee, on the predication of an emergent situation, or a staffing shortage which would adversely affect the continuous and efficient operations of the District.
- e. It is the responsibility of the Chief or his/her designee to keep track of the hours worked by compensated EMS staff during any pay period to insure compliance with the guidelines enumerated herein.

4. 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, or his/her designee, and at no time shall PTO be unreasonably denied.
- b. All **Full-Time Emergency Medical Technicians** shall be entitled to Paid Time Off at their regular rate of pay, in accordance with the following schedule.
 - 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. PTO will be credited to the employee on their anniversary date each year.
- d. **Part-Time Emergency Medical Technicians** shall be afforded forty (48) hours of Paid Time Off during a calendar year to be used according to the standards enumerated in (a) above. A member may accrue no more than sixty (60) hours.
- e. For **Part-Time Emergency Medical Technicians** 24 hours of PTO may be rolled into the following year. A maximum of 72 hours may be accumulated, however, a **Part-Time Emergency Medical Technician** will not be paid for unused PTO upon separation.
- f. Current unused sick time shall be rolled towards the maximum 72 in the instance of a per-diem EMT transitioning to Part-Time or Full-Time status
- g. PTO requests shall be submitted consistent with any such provisions contained herein.
- h. **Part-Time Emergency Medical Technicians** will be allotted forty eight (48) hours within a calendar year which can be taken off, as elected, without compensation, this time shall be referred to as Time Off.
- i. A **Part-Time Emergency Medical Technician** may utilize these 48 hours to offset the required 24 hours per week. Any time off shall be reported to and approved by the Chief or his/her designee. Allowable time off shall not carry from year to year; there will no accumulation of time off. Time Off allotments shall be prorated during the year of hire.
- j. Any **Part-Time Emergency Medical Technician** who has exhausted their Paid Time Off and Time Off allotment shall be required to work the 24 hours per week, or shall be considered as being in default of the terms and conditions of their employment and may be subject to discipline, including demotion or termination.

~~Language for leave~~

5. Bereavement Leave

- a. **Full-Time Emergency Medical Technician:** 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. The Period of Bereavement shall be defined as the date of death through the date of interment/burial/inurement
- c. **Part-Time or Per Diem Emergency Medical Technician:** In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) scheduled 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 Emergency Medical Technician** is scheduled to work during that period.

6. Sick Leave

- a. Sick leave shall be granted to all **Per Diem Emergency Medical Technicians** consistent with the provisions of New Jersey Statutes with one (1) hour granted for every thirty (30) hours worked.
- b. Sick leave may only be used consistent with the District's Sick Time policy; consistent with applicable New Jersey law.
- c. An employee may carry over up to 40 hours of unused earned sick leave to the next benefit year. However, you may only use up to 40 hours of earned sick leave per benefit year.
- d. **Per Diem Emergency Medical Technicians** reporting out sick shall do so no less than two (2) hours prior to the start of their shift when practical.
- e. **Per Diem Emergency Medical Technicians** utilizing leave for three or more consecutive shifts, due to illness or injury, or other State or Federal leave for reasons of personal illness or injury, 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.
- f. Any EMT transitioning from **Per Diem Emergency Medical Technicians** to **Part-Time Emergency Medical Technician** or from **Part-Time Emergency Medical Technician** to **Full-Time Emergency Medical Technician** employment shall have the ability to use any accumulated sick time during the first six months until their regular PTO becomes available. Said time must only be used for sick time as defined by State statutes and/or District Policies.
- g. An employee who utilizes sick time for purposes other than those provided by law and/or the Policies and Procedures of the District, or who feigns illness for purposes of receiving compensation for same shall be subject to disciplinary action including termination.

7. Work Clearance

- a. If the District becomes aware of a significant illness or injury that has occurred outside of the performance of your Duties, the District reserves its rights to insure that you are capable of fully and safely performing your duties consistent with your position.

- b. The District **may** require that you see our medical provider to be cleared to return to full duty, or if so deemed necessary, to have a Fitness For Duty Examination (FFDE) performed.
- c. If the District requires such clearance you then need to contact the District's Medical Provider to make an appointment for a Return to Duty evaluation. When making the appointment make sure to advise the staff that this is a return to duty evaluation and that you are with Hanover Township Fire District No. 3.

8. Overtime

- a. Any compensated Emergency Medical Technician who works in excess of forty (40) hours within a pay week shall be subject to overtime compensation equal to one and one-half (1-1/2) times their normal rate of pay.

9. Education

- a. All Compensated Emergency Medical Technicians, full-time, part-time and/or per diem are required to maintain their EMT and CPR Certifications as well as PHTLS or ITLS Certifications in order to remain employed by the District. Proof of certifications shall be provided upon updating any certification.
- b. The District will pay the cost of any approved classes that personnel attend in order to maintain these certifications, personnel will not be paid to attend these classes. Personnel must submit an application to the Chief of Department or his/her designee to be approved prior to attending.
- c. Full-Time, 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. When an employee is required to attend such a course, or evaluation, the District will pay for the class itself, and will also pay that employee's hourly rate hour-for-hour for their attendance at these courses, excluding travel time, unless your attendance constitutes overtime as determined in (7) herein.
- d. Any Per-Diem or Part-Time Emergency Medical Technician hired on or after **January 1, 2020**, who does not have the required PHTLS or ITLS certification at the time of hire, shall be required to attain said certification within one (1) year of employment. The cost of the course will be the responsibility of the District, said member attending will do so on their own time without additional compensation.

10. Switches

- a. **Emergency Medical Technician** shall be permitted to switch shifts, with the permission of the Chief of Department or his/her designee, providing that all shifts are worked and repaid within the calendar week, and that no switch incurs overtime.
- b. Switches may not extend beyond the calendar week, and no **Emergency Medical Technician** shall work more than forty-hours within a calendar week as the result of a switch.

- c. Any compensated **Emergency Medical Technician** working more than forty hours in a week by virtue of a switch shall be subject to 'Overtime' as described herein.
- d. Any compensated **Emergency Medical Technician** who works less than their scheduled or required hours during a calendar week shall be subject to leave without pay, and shall not be compensated for the deficient hours.

11. Holidays

- a. Any compensated Emergency Medical Technician who works on a Holiday, or the day designated as commemorating a designated holiday, so recognized by the Fire District in its Policies and Procedures Manual, or as amended herein, shall be compensated for those hours at a rate of one and one-half times their regular rate of pay for the hours worked on actual day of the holiday or observance.
- b. Holidays recognized by the District shall be:

New Year's Day	Labor Day
President's Day	Columbus Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
- c. The Chief of Department may request Per Diem or Part-Time employees to provide notification of availability for Holiday assignments, consistent with applicable policies.

12. Overtime

- a. Any compensated **Emergency Medical Technician**, working in excess of forty hours in a pay week (seven identified consecutive days) shall be compensated at one and one-half times their normal rate of pay.
- b. For purposes of calculating overtime, any approved outside employment/stand-by details shall not be included.

13. 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	• Accident/Sickness Insurance
• Dental Insurance	• Life Insurance Policy
• Vision/Eye Care Insurance	• Flexible Spending Account

- 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 Emergency Medical Technicians and Per Diem Emergency Medical Technicians** shall be afforded all statutorily required insurances as well as Life Insurance and Accident/Sickness coverage.

14. 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

15. 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.

16. 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.
- b. Any employee hired by the Fire District, who is currently enrolled in, or is a retiree from any State of New Jersey Division of Pensions and Benefits administrated retirement system shall be responsible to insure that employment by the Fire District does not negatively impact said pension or retirement.

17. Salaries

- a. Full-Time Emergency Medical Technicians shall be paid based on an annual salary
- b. Part-Time Emergency Medical Technicians shall be paid on an hourly basis
- c. Per Diem Emergency Medical Technicians shall be paid on an hourly basis
- d. Raises shall be afforded consistent with attached schedule on the anniversary of hiring, or promotion, or a title change.
- e. Annual raises and raises coming off of probation shall only be made after the receipt and acceptance of a satisfactory job evaluation of the member

f.

Full-Time EMT

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Probation (1-Year)	\$ 41,500	\$ 42,745	\$ 44,100
2nd Year	\$ 45,500	\$ 46,850	\$ 48,250
3rd Year	\$ 51,500	\$ 53,100	\$ 54,600
4th Year	\$ 55,500	\$ 57,200	\$ 58,900
5th Year	\$ 60,000	\$ 61,800	\$ 63,650
6th Year	\$ 64,500	\$ 66,450	\$ 68,450

Part-Time / Per Diem EMT

<u>Year</u>	<u>Per Diem</u>	<u>Part-Time</u>
1	\$26.00	\$28.00
2	\$26.50	\$28.50
3	\$27.00	\$29.00
4	\$27.50	\$29.50
5	\$28.00	\$30.00
6	\$28.50	\$30.50
7	\$29.00	\$31.00
8	\$29.50	\$31.50
9	\$30.00	\$32.00
10	\$30.50	\$32.50

Implementation Dates

Phase 1	May 1, 2023 (F/T, Per Diem \$26.00 base, P/T \$28.00 base)
Phase 2	September 1, 2023 (Incremental Step)

18. Raises

- a. Raises will be granted to Full-Time Emergency Medical Technicians based on the schedule listed herein.
 1. All EMTs currently in steps will remain consistent with said steps in the attached implementation schedule

- b. Raises will be granted to Part-Time and Per Diem Emergency Medical Technicians based on the schedule listed herein, upon a satisfactory performance evaluation and also based on achieving 75% of the prescribed/required hours per year;
 - 1. 1,248 hours for a Part-Time Emergency Medical Technician
 - 2. 312 for a Per Diem Emergency Medical Technician.
- c. Raises will be given on the first day of the month of an Emergency Medical Technicians anniversary of appointment, of a title change.
- d. Retroactive pay shall be provided where warranted.