

**Policy: EMS Lieutenant Position Wage & Benefits Policy
General Non-Union Employee**

Date Implemented: 12/06/11 Revised Date: 01/01/2016

Purpose: To establish the Wage and Benefit Policy for the general non-union full-time position of EMS Lieutenant working a 24 hour shift schedule on a regular basis due to the variances from other non-union employee positions working 7 to 10 hours per day in a regular scheduled 35 to 40 hours work week.

Policy: Employees classified in the position of EMS Lieutenant who are non-union will be considered At-Will employees and receive the wage and benefit package as set forth within this policy.

SECTION # 1 EMS LIEUTENANT WAGES

SECTION 1.1. EMS Lieutenant Wages

The non-union position of EMS Lieutenant shall be compensated for the additional duties and responsibilities in the amount of \$4,000 over the established correlated paramedic union contract pay scale step based on their years of service placement and the 6 days in 14 days work schedule.

EMS Lieutenants who obtained, maintain, and perform the duties for Critical Care Emergency Transport Paramedic Certification (CCEMTP) and Medical Examiner Investigator (MEI) Certification as approved by the department will receive an annual stipend as follows: CCEMPT (Critical Care) \$455 per year and MEI (Medical Examiner Investigator) of \$ 455 per year. If an employee has both certifications, they will receive both payments for a total of \$ 910 per year.

- a) New hired employees will start at the step rate of pay as determined by the Director based on prior experience.

SECTION # 2 LICENSURE

SECTION 2.1 Licensure

EMS Lieutenant position employees are required as a condition of employment to have and maintain the minimum licensure required by the State of Michigan for the position occupied or hired for. It is the responsibility of the employees to take the necessary continuing education courses to maintain licensure. In the event an employee's licensure expires, the employee may be placed on an unpaid leave of absence, up to sixty (60) days until licensure is obtained. If licensure is not obtained within the sixty (60) day period, the employee shall be terminated without recourse.

SECTION # 3 NO STRIKE PLEDGE

SECTION 3.1 No Strike Pledge

As a condition of employment, an EMS Lieutenant employee agrees that they will not for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties, including a labor dispute between the Employer and any other employee group or organization. The Employee shall not cause, authorize, sanction, or condone, nor shall they take part in, any picketing of the Employer's building, offices, or premises because of a dispute with the Employer.

SECTION 3.2 Penalty Any employee who violates the provisions of Section 3.1 shall be subject to discipline by the Employer, up to and including discharge.

SECTION # 4 LEAVES OF ABSENCE

SECTION 4.1 Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to three (3) months leave of absence without pay. A three (3) month extension of the leave of absence may be granted at the option of the Director. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits nor shall insurances continue during that time unless the employee pays for the same, or is on unpaid leave covered by the Family Medical Leave Act; nor shall seniority accumulate beyond that time. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Director. Such request shall state the reason(s) for the leave. Employees shall not take a leave of absence for the purpose of obtaining other employment. An employee who takes other employment shall be considered voluntarily quitting. An employee's total hours of paid accumulated leave time (vacation, sick and personal) must be used prior to the actual commencement date of an unpaid leave of absence. The Employee's written request must be approved or denied by the Director prior to the date the leave of absence is to commence.

SECTION 4.2 Paid Sick Leave.

- a) All full-time employees covered by this Policy who are regularly scheduled to work 24 hours per day shall be credited with ninety-six (96) hours paid sick leave on January 1st of each year. For new employees paid sick leave days will be prorated annually.
- b) An employee eligible for paid sick leave time may use such leave when he is unable to perform their duties because of illness or injury, or for the care of an ill family member as defined under FMLA, Section 4.2a.
- c) The Employer may require as a condition of any sick leave, a medical statement setting forth reasons for a sick leave when there is a reason to believe that the health or safety of personnel may be affected, or that an employee is abusing their sick leave benefits. If the Employer believes that an employee is abusing sick leave, the Employer may require a medical examination, at the Employer's expense if not covered by the employee's insurance, by a doctor selected by the Employer. Further, if the employee is found to have falsified information required under this section, the employee shall be subject to discipline by the Employer up to and including discharge.

In addition to other provisions contained in this contract, the Employer reserves the right to require an employee to take a medical examination (1) if it appears that the employee is having difficulty in performing their duties based upon health related reasons or (2) on return from a medical leave of absence. The medical examination shall be given by a doctor selected by the Employer at the Employer's expense if not covered by insurance. If the employee is not satisfied with the determination of the designated physician of the Employer, they may submit a report from a doctor of their own choosing at their expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that medical examination, the Employer will take appropriate action.

- d) Sick leave benefits shall be charged against the employee's sick leave account in the amount taken. Sick leave shall be paid at the benefit rate of the employee's regular rate of pay and will not count as hours worked.
- e) Upon death or retirement, the employee or their beneficiary will be paid one-half (50%) of their accumulated sick leave credits at the straight time hourly rate.
- f) Non-probationary employees whose employment is terminated for other than just cause, will be paid one-half (1/2) of their accumulated sick leave credits at the straight time hourly rate.

- g) Upon exhaustion of paid sick leave time, the employee may use earned vacation time and personal days.
- h) Employees with unused sick time shall be allowed to roll over forty-eight (48) hours into the next year for a maximum of one hundred forty-four (144) hours credit on January 1st of each year.
- i) At the end of each year, the employee shall cash in their unused sick leave up to ninety-sixty (96) hours for that year. If the employee cashes in sick leave days, he will be paid 100% of their normal straight time hourly rate of such unused sick leave days in the last pay period of January at the hourly rate that was earned as of the end of the year.

SECTION 4.3 Funeral Leave

- A. An employee shall be allowed forty-eight (48) consecutive scheduled working hours with pay as funeral leave not to be deducted from sick/vacation/personal leave time, for a death in the immediate family. For purposes of this section, immediate family is to be defined as the employee's current spouse, children, foster children, stepchildren, parents, stepparents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren and dependents living at the employee's residence.
- B. In the event more hours are requested, additional time may be taken by the employee with the approval of the Director. Such time shall be deducted from the employee's personal leave time, vacation leave or sick leave, in that order.
- C. Funeral leave time will be paid at the benefit rate of the employee's regular rate of pay and will not count as hours worked.

SECTION 4.4 Personal Leave Time

Full-time employees covered by this Policy shall be allowed seventy-two (72) hours (3 – 24 hour days) of personal leave time with pay each calendar year. For new employees, personal leave time will be prorated at the rate of twenty-four (24) hours per 4 month period. All requests for personal leave time must be made to the Director or their designee twenty-four (24) hours in advance of the date requested. The amount of personal leave time to be taken at any one time shall be determined by the Director or their designee. A request for personal leave time may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. Approval or denial of the request for personal leave time is to be given within one-half (1/2) of the time the date the request was made and the date of the personal leave. All personal leave time will be paid at the benefit rate of the employee's regular rate of pay and will not count as hours worked.

At the end of each year, the employee shall cash in their unused personal leave time up to 72 hours for that year. If the employee cashes in personal leave hours, he will be paid 100% of their normal regular straight time hourly rate for such unused personal leave hours in the last pay period of January at the hourly rate that was earned as of the end of the year.

SECTION 4.5 Scheduled Leave

Requests for scheduled leaves of absence, i.e., vacation, personal leave, and continuing education leave, may be submitted by the employee any time during the twelve (12) months following the employee's anniversary date, subject to the limitations in specific leave sections. Requests for additional leaves must be responded to by the Director at least forty-five (45) days prior to the date of the requested leave or within one-half (1/2) the time of the date of the requested leave and the date the request was made, whichever is less.

SECTION # 5 HOLIDAYS

SECTION 5.1 Holidays

All full-time employees covered by this Policy who are eligible, shall receive twenty-four (24) hours of pay at the benefit rate of the employee's regular rate of pay for each of the following recognized holidays:

New Year's Day	July 4 Independence Day	Martin Luther King Day
Labor Day	Presidents Day	Veterans Day
Good Friday (1/2 day; 12 hrs)	Thanksgiving Day	Christmas Eve Day
Day After Thanksgiving Day	Memorial Day	Christmas Day
Columbus Day	New Year's Eve Day	

SECTION 5.2 Holiday Eligibility

Employees eligible for holiday pay are subject to the following conditions and qualifications:

- a) The employee must work their hours on their last regularly scheduled day before and first regularly scheduled day after the holiday, unless otherwise excused;
- b) The employee must not be on layoff that began more than seven (7) calendar days prior to the holiday;
- c) The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay;
- d) The employee must not be on an unpaid leave of absence;
- e) An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to holiday pay.

SECTION 5.3 Holiday During Vacation

Should a holiday recognized by this Policy fall during an employee's vacation, the employee will be paid for the holiday but no additional time off will be granted.

SECTION 5.4 Holiday Work

Employees who work on a holiday recognized by this Policy shall receive one and one-half (1-1/2) times their regular rate for all hours worked on the holiday up to a maximum of twenty-four (24) hours (12 hours for a 1/2 day holiday) in addition to holiday pay.

SECTION # 6 VACATIONS

SECTION 6.1 Vacation Period

All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

All regular full-time employees hired prior to January 1, 2008, shall be entitled to vacation time with pay under the following schedule:

<u>Seniority</u>	<u>Hours</u>	<u>Seniority</u>	<u>Hours</u>
1 Year	72 hrs = 3 days	2 Years	120 hrs = 5 days
3 Years	144 hrs = 6 days	4 Years	168 hrs = 7 days
5 Years	192 hrs = 8 days	6 Years	216 hrs = 9 days
7 Years	240 hrs = 10 days	8 Years	264 hrs = 11 days
9 Years	288 hrs = 12 days	10 Years	312 hrs = 13 days
11 Years	336 hrs = 14 days	12 Years	360 hrs = 15 days

All regular full-time employees hired after January 1, 2008, shall be entitled to vacation time with pay under the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Pay</u>
At least 1 year but less than 2 years	72 hours = 3 days
At least 2 years but less than 5 years	168 hours = 7 days
At least 5 years but less than 13 years	240 hours = 10 days
At least 13 years	360 hours = 15 days

Vacation leave accrues on a yearly basis and is credited to eligible employees each year on their anniversary date, based upon their years of continuous service with the Employer as of their anniversary date.

Continuous Service. For purposes of vacation calculation, an employee's length of continuous service with the Employer shall be calculated from the most recent date the employee commenced work for the Employer, but shall exclude all time spent on unpaid leaves of absence or on layoff in excess of thirty (30) consecutive days.

SECTION 6.2 Vacation Scheduling

Employees may request time off for vacations after vacation leave has been credited for their use.

- a) Vacation requests will be granted on a first come basis and must be in writing and normally should be submitted by the employee at least fourteen (14) days in advance of the period requested.
- b) The Director will advise the employees of the status of their vacation requests within one-half (1/2) the time the date requested and the date the request was submitted. The Director will endeavor to approval all vacations requests, but reserves the right to refuse to allow an employee to take vacation leave at the time requested if such vacation would interfere with the efficient operation of the Department.
- c) Earned but unused vacation shall be paid to the employee at the time of their separation from service or to their beneficiary in the case of their death at the benefit rate of the employee's regular rate of pay.
- e) Vacation time will be paid at the benefit rate of the employee's regular rate of pay.
- f) Newly hired employees will start with earned vacation time as determined by the Director based on prior experience up to and including seven (7) days (168 hrs.)

SECTION 6.3 Vacation Conversion

Vacation will not be accumulative and must be taken in the year in which it was earned, excepting that an employee may carry over from anniversary date to anniversary date one hundred twenty (120) hours. An employee will be paid for vacation time not taken at the benefit rate of the employee's regular rate of pay, if that time was unable to be used due to management demands and the employee gave the Employer prior advance notice of the request to use vacation and as provided under this policy.

SECTION 6.4 Benefits Upon Separation of Service

Employees who fail to provide a minimum of fourteen (14) days notice of resignation or employment separation forfeit any and will not receive any payment for unused benefit time including sick, vacation and personal leave.

SECTION # 7 HOURS OF WORK AND OVERTIME

SECTION 7.1 Normal Work Shift The normal work shift will consist of a two-week period (14 days) in which the employee will be regularly scheduled for 6 days of work.

Employees covered by this policy will be assigned shifts and bases by the Director or their designee and will not have a permanent base or shift.

SECTION 7.2 Overtime Pay

- a) Time and one-half (1-1/2) the employee's straight time rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in the employee's seven (7) day tour of duty.
- b) There shall be no pyramiding or duplication of overtime and/or premium pay or benefit hours.
- c) When overtime is available the following format will be used.
 1. When there is a need to cover any time off the time first shall be offered to pool employees.
 2. If unable to fill the time with pool employees or Union Employees, the Employer will then offer the time to the most senior full-time Lieutenant first based on overtime hours worked. The most senior Lieutenant with the least number of unscheduled hours will be

asked first. If the time is rejected the Lieutenant will not be charged the time as if worked. The Lieutenant will be moved in the overtime rotation to correspond with the number of hours he has worked.

3. A Lieutenant who volunteers for unscheduled overtime will be paid for the 24-hour shift. The Lieutenant will also be moved in the overtime rotation to correspond with the number of hours he has been offered/worked.

SECTION 7.3 Mandatory Overtime

The Employer may assign mandatory overtime if unable to fill the overtime opening.

SECTION 7.4 Trading of Pass Days and Quarterly Schedule

Lieutenants may trade pass days or their quarterly schedule provided they first obtain the permission of the Director, which shall not be unreasonably withheld and provided such trade does not result in overtime.

SECTION # 8 ADDITIONAL

SECTION 8.1 Additional Wage & Benefit Provisions for the EMS Lieutenant Position

Any and All other wage and benefit provisions not covered by this policy are addressed and apply to this position under the General Non-Union Personnel Policies for all non-union county employees.

OSCEOLA COUNTY
JOB DESCRIPTION

EMS Lieutenant

Supervised By: EMS Director

Supervises: Subordinate departmental employees as assigned

Position Summary:

Under the supervision of the EMS Director, is responsible for supervising personnel and providing emergency medical care to the sick and injured in accordance with all applicable laws, regulations, and policies.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These

examples do not include all of the duties, which the employee may be expected to perform. To perform this job

successfully, an individual must be able to perform each essential function satisfactorily.

1. Supervise day to day EMS operations including employee schedules/activities, vehicle maintenance, supply levels, and quality assurance.
2. Assigns or delegates responsibility for assignment of work, directs personnel, evaluates performance of subordinate employees and assures necessary training. Takes disciplinary action according to established procedures.
3. Administers basic and advanced life support to patients in a pre-hospital setting in accordance with federal, state, and local laws, regulations, and standards, and in accordance with County policy and guidelines.
4. Keeps abreast of legislative and regulatory developments, new administrative techniques and current issues through continued education and professional growth. Attends conferences, workshops, and seminars as appropriate.
5. Effectively communicates with professional medical personnel and treatment facilities to obtain instructions regarding further treatment and/or to arrange reception of patients to the appropriate center.
6. Maintains order at emergency scenes, including crowd disbursement and restraint of family and friends.
7. Completes patient care forms, insurance forms, evaluation forms, and all other forms in a competent and timely fashion.
8. Adheres to and follows all County Policy and Procedures, Medical Control Protocols, and all state, federal, and local laws.
9. Assist with training and orientation of new employees. This will include drivers training, prehospital polices and protocols, and remedial training of psychomotor skills and the field orientation training program.
10. Identifies and reports positive and/or negative staff performance, any staff related non-compliance and/or lack of performance expectations/standards.

11. Maintains a high level of confidentiality and privacy regarding all protected healthcare information.

12. Performs other duties as directed.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities, and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- High school diploma or GED, Associates Degree in Healthcare/Business Administration preferred, minimum 3 years of experience in the field of rescue and emergency medical services as a Paramedic, supervisory experience preferred
- The County, at its discretion, may consider an alternative combination of formal education and work experience
- Paramedic License, ACLS, PALS, BLS, trauma certification.
- Michigan Vehicle Operator's License with clean driving record.
- ICS 100,200,700, ICS 300,400 preferred
- Successful completion of Physical Agility Test post offer of employment
- Ability to exercise good judgment in leadership decisions and be able to work with minimal supervision/direction to accomplish desired objectives
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office and medical equipment and the ability to master electronic patient care reporting software and new technologies.
- Ability to maintain effective inter-personal communications with EMS staff, volunteers, governmental agencies, hospital and/or medical control authority medical staffs and other area healthcare/emergency service providers.
- Ability to exhibit and promote positive leadership skills and maintain favorable relationships with the medical community; demonstrates respect for the public, elected

officials, management, co-workers, and other healthcare professionals.

- Ability to research specific problems/concerns and present facts for action by others within reporting responsibility.
- Ability to attend meetings scheduled at times other than normal business hours.
- Maintain a thorough working knowledge of local geography, which includes maps, streets, and grid book systems.
- Maintain a thorough working knowledge of applicable local protocols and current standards of care, including equipment functions and uses.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position. The position requires significant physical strength and dexterity and the ability to function in very adverse environments with exposure to numerous safety risks typically found at emergency scenes. The following guidelines are used to describe the frequency of activities in this position: Occasionally equals 1-33%; Frequently equals 34%-66%; and Continuously equals 67-100% of a typical work day.

STANDING/WALKING: Frequently to continuously when responding to calls. Occasionally while at rest at the facility. This usually includes: going to and from the emergency vehicle, getting patients from their locations, and rendering treatment. Most walking would be for short distances, as emergency vehicles are allowed to get as close to the location as possible. However, the EMS Lieutenant must also be able to run these same distances, in case of an emergency where time is of the essence. Walking and running may vary, however, as the patient may be located inside a large, multi-floored facility. Standing, walking and running could be on all types of surfaces, including but not limited to: asphalt, cement, concrete, soft/packed dirt, linoleum, wood, hardwood floors, etc. The EMS Lieutenant must be able to go up and down slight inclines or declines that may be found at roadsides, agricultural areas, etc. At a location, standing would occur more often than walking or running. Standing would occur on the wide variety of surfaces mentioned above. Standing could last from a few minutes to hours, depending on the situation. Standing could occur in the standard erect position, the kneeling or squatting positions, etc.

SITTING: Frequently when responding to a location, the EMS Lieutenant will sit in the emergency vehicle. The emergency vehicles are equipped with a standard installed vehicle seat. The time performing the sitting activity on a call would depend upon the specific situation.

LIFTING AND CARRYING: Frequently required to lift and carry weights ranging from a few pounds to ten pounds and above. Occasionally required to lift and carry weights in excess of 100 pounds or more. EMS Lieutenant will need to lift and carry with one team member adult patients, with a weight in excess of two hundred and sixty five (265) pounds lifting them from various positions (such as a bed or a chair) onto various patient movement devices, such as an ambulance stretcher, a stair chair, long back boards, etc., and then efficiently move them into an ambulance. Other heavier objects in the high range category would be five (5) foot tall, ten (10) inch diameter oxygen cylinders, and medical equipment boxes. The oxygen cylinders can be made of quarter-inch steel and weigh up to one hundred and thirteen (113) pounds. The medical equipment boxes/bags can weigh approximately fifty (50) pounds or more.

BENDING AND STOOPING: Frequently. Throughout a work shift frequently the EMS Lieutenant will be required

to bend in a range of 1 to 90 degrees. The average situation will require the EMS Lieutenant to work in a range of 35 to 65 degree bends. This would involve: lifting a patient, lifting equipment, treating a patient at ground level and sitting on a bench located in the ambulance. This activity may be prolonged and last up to 30 minutes or more. During any given call, the EMS Lieutenant may bend and/or stoop any number of times per incident.

CROUCHING AND KNEELING: Frequently. Crouching and kneeling may be performed when on the scene picking up equipment or assisting patients. The actual number of times this is done depends on the particular incident.

CLIMBING: Occasionally. This is required when climbing steps up and down with a patient on a cot or other device, and when entering or exiting the emergency vehicle. Generally, the climbing would require that the EMS Lieutenant be lifting and carrying heavy objects such as a cot or other device with a patient on it. Balancing may be required when backing down staircases.

REACHING: Frequently to continuously throughout the work shift in order to review monitoring equipment, operate communication equipment, administer oxygen and operate equipment. The EMS Lieutenant may also be required to reach in precarious positions, such as in vehicles, which has been crushed in an accident or in other confined spaces. If working inside the ambulance en route to a medical facility, the EMS Lieutenant will need to reach to access the patient and supplies. Reaching will involve partial to full extension of the arms.

PUSHING AND PULLING: Frequently. The activities that would require the most force in pushing and pulling is when removing or returning a gurney to the emergency vehicle, with and without a patient on the gurney. The weight required to push/pull will vary, depending on the weight on the gurney. Moderate pushing will be required if the EMS Lieutenant is performing CPR, which can require repetitive pushing and may range from a few minutes to hours. Pushing and pulling is required when operating and closing vehicle doors.

HANDLING OR GRASPING: Continuously. While working at any given location, continual bilateral gross manipulation is performed in this position. This may be involved when: opening/closing doors; using, handling, carrying and operating medical equipment boxes that may weigh approximately fifty pounds or more, stretcher rails, various handles attached to equipment and tools. The arm and hand must be able to perform all types of positions, including supine and pronated. Hyperextension, extension and flexion of the fingers will be involved. Ulnar and radial deviation, abduction and adduction of the hand and wrist will be required. A wide variety of grasping will be required, such as cylindrical grasping, palmer grasping, hook grasping, tip grasping, lateral grasping, and spherical grasping.

HAZARDS: The EMS Lieutenant, when responding to emergency situations, may be exposed to dust, fumes, gases, fire, smoke, adverse weather conditions and chemicals. There is also exposure to body substances that may contain infectious materials that could cause illness or death. There is potential for bodily harm or death from violent patients, bystanders or other dangers. At all time the EMS Lieutenant is expected to adhere to all applicable Policies and Procedures concerning safety and the prevention of contamination and infection due to blood borne pathogens.

OTHER REQUIREMENTS OF THE POSITION

- Maintain balance and strength in awkward positions;
- Speak clearly under stressful circumstances;
- Accurately communicate ideas orally and in writing in English;
- Respond physically with speed;
- Speak clearly, professionally, and with appropriate volume for the environment required;