# EMS of LeFlore County Human Resources Manual

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# <u>Absenteeism & Tardiness</u>

**<u>Purpose</u>**: To ensure regular, timely attendance so adequate staffing is available at all times, in order to provide for the best possible service.

**Policy:** Employees must report to work on time, and may not be absent from work unless absolutely necessary, and/or with supervisor approval.

## Procedure:

I. Absence.

1.

2.

- a. Employees are asked to call the supervisor on duty at least four (4) hours in advance, when possible, when they are going to be absent. Do not call dispatch to leave a message.
  - We understand that sometimes, absence will be a sudden event, and adequate notification is impossible. In these instances, as soon as you know that you will be absent, you should notify EMS of LeFlore County immediately.
  - If you are absent due to an illness for 48 hours or more work shifts, EMS of LeFlore County requires written documentation from a doctor to be medically cleared to return to work.
- b. When you will be absent for consecutive shifts, you must call in <u>each shift</u> to ensure proper scheduling. EMS of LeFlore County will never presume consecutive days of absence for sickness, and always expects each employee to arrive for work on time, unless otherwise notified in accordance with this Policy.
- c. Employees that do not call in to indicate that they will be absent for two (2) consecutive shifts will be considered to have voluntarily terminated employment.

#### II. Tardiness.

a. We understand that sometimes, lateness will be a sudden event (traffic accident, child care issues, car troubles, etc.), and adequate notification is impossible. In these instances, as soon as you know that you will be late, you should notify your supervisor.

#### III. Documentation and Penalties.

a. All absences and tardiness will be recorded in your personnel file along with any advance notice that was or was not provided. Attendance records will be considered when evaluating completion of the introductory period, requests for promotions and transfers, and as part of the annual review, in accordance with the "Performance Feedback and Goal Setting" Policy.

- b. Employees that call in sick more than 6 days per every 12 months will be subject to disciplinary action.
- c. One (1) uninterrupted period of illness will be considered one (1) absence for the purposes of this policy.



## Alcohol and Substance Abuse & Testing LEFLORE COUNTY EMERGENCY MEDICAL SERVICE

# DRUG AND ALCOHOL FREE WORKPLACE PROGRAM AND POLICY

# I. POLICY

<u>A. Policy –</u> It is the policy of LeFlore County Emergency Medical Services to prohibit employees from concealing, selling, transporting, distributing, or possessing illegal drugs or other controlled substances (including medical marijuana) while on duty or in any facility, location, or vehicle owned, leased, or otherwise utilized by LeFlore County EMS. Subject to the terms of this Program, it is a violation of LeFlore County EMS policy to be under the influence of alcohol, unauthorized drugs, or illegal drugs, or to engage in the illegal use of other controlled substances (including medical marijuana) while on duty or on LeFlore County EMS property. Additionally, LeFlore County EMS prohibits the possession and use of any substance, whether legal or illegal, prescription or non-prescription, which impairs an employee's ability to perform his or her job in a safe manner. LeFlore County EMS does not discriminate against employees who possess a medical marijuana license or card.

**B.** Scope – This Program applies to all employees and applicants for employment with LeFlore County EMS. Violations of any provision of this Program may result in disciplinary action, up to and including discharge.

<u>C. Policy Compliance –</u> Compliance with this LeFlore County EMS Drug and Alcohol Free Workplace Program and Policy is a condition of employment and/or continuing employment. Employees and applicants may be asked to acknowledge (by signing an acknowledgement form) that they have read and understand this Program and that they agree to be tested if asked to do so by LeFlore County EMS. Employees who refuse to sign the acknowledgment form may be subject to disciplinary action, up to and including discharge. Applicants who refuse to sign the acknowledgement form may not be hired.

**D. Reservation Of Rights** – LeFlore County EMS reserves the right to change the provisions of this Program and its accompanying procedural guidelines at any time, in accordance with the law.

## **II. DEFINITIONS**

A. Alcohol – means ethyl alcohol or ethanol.

**B.** Applicant – means a person who has applied for a position with LeFlore County EMS and received a conditional offer of employment.

<u>C. Confirmation Test</u> – means a drug or alcohol test of the original sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test. Where a breathalyzer test is utilized, a confirmation test means a second sample test that confirms the prior result. Where a single-use test is utilized, a confirmation test means a second test confirmed by a testing facility.

**D. Drug** – includes, but is not limited to, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein.

**E. Drug or Alcohol Test** – means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids, or products.

<u>F. Employee –</u> means any person who supplies labor for remuneration to LeFlore County EMS. <u>G. Medical Review Officer (MRO) –</u> means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by this drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and any other relevant information.

<u>H. LeFlore County EMS Property</u> – means any LeFlore County EMS facility, location, or vehicle owned, leased, or otherwise utilized by LeFlore County EMS, or any other location where the employee is located within the scope and course of his or her employment for LeFlore County EMS.

<u>**I. Program**</u> – means this Drug and Alcohol Free Workplace Program and Policy adopted by LeFlore County EMS.

<u>J. Sample</u> – means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

**K.** Testing Facility – means a facility which provides laboratory services to test samples for the presence of drugs or alcohol.

# III. TYPES OF TESTING

LeFlore County EMS believes that drug and alcohol testing is a means of enforcing this Program. Such testing is intended to protect the health and safety of employees, protect LeFlore County EMS property, and serve as a deterrent to the abuse of drugs and alcohol by LeFlore County EMS employees. Applicants and Employees may be required to submit to drug and/or alcohol testing in the following situations:

<u>A. Applicant and Transfer/Reassignment Testing</u> – LeFlore County EMS may require an applicant to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire the applicant. An applicant with a positive test result may reapply for employment with LeFlore County EMS after six (6) months from the positive test result. LeFlore County EMS may also require an employee who transfers to a different position or job, or who is reassigned to a different position or job, to undergo drug or alcohol testing.

**B.** Employee For-Cause Testing – LeFlore County EMS may require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: (a) drugs or alcohol on or about the employee's person or in the employee's vicinity; (b) conduct on the employee's part that suggests impairment or influence of drugs or alcohol; (c) a report of drug or alcohol use while at work or on duty; (d) information that an employee has tampered with drug or alcohol testing at any time; (e) negative performance patterns; or (f) excessive or unexplained absenteeism or tardiness.

<u>**C. Employee Post-Accident Testing**</u> – LeFlore County EMS may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment.

**D. Employee Random Testing** – LeFlore County EMS may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups.

# E. Employee Scheduled, Fitness-for-Duty, Return from Leave and Other Periodic Testing –

LeFlore County EMS may require an employee to undergo drug or alcohol testing if the test is conducted as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence.

**F. Employee Post-Rehabilitation Testing** – LeFlore County EMS may require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test, or following participation in a drug or alcohol dependency treatment program.

# IV. SUBSTANCES

This LeFlore County EMS drug and alcohol testing program is designed to test for drugs and alcohol as defined in this Program.

# V. TESTING METHODS AND COLLECTION PROCEDURES

# A. Alcohol Tests

**1.** Collection – Initial and confirmation alcohol tests may be performed using any type of sample from which a measurement of alcohol content in the person's body can be made, including without limitation, breath, saliva, blood, or urine samples. However, blood and urine will only be used for alcohol tests under limited circumstances.

<u>2. Documentation</u> – Alcohol testing facilities will use internal chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage (if applicable), and continuing until final disposition of specimens.

<u>3. Limited Appeal of Positive Alcohol Test Results</u> – An employee or applicant whose alcohol test was positive only has the right to appeal the positive test result by requesting a confirmation test in order to challenge the results of the positive test. In no circumstances may a request for a confirmation test be later than twenty-four (24) hours after receiving notice of the positive test, and, in some instances (such as breath analyzed by an evidential breath testing device or an alcohol swab test), the request must be made in a timely manner. The employee or applicant shall pay all costs of the confirmation test, unless the confirmation test reverses the findings of the challenged positive test. In such case, LeFlore County EMS will reimburse the individual for the costs of the confirmation test. There is no other right for an employee or applicant to appeal a positive alcohol test result.

# **B. Drug Tests**

<u>1. Collection</u> – After an employee or applicant has been identified for drug testing, samples of the tested individual's urine, hair, or saliva may be collected on LeFlore County EMS property or at a designated collection site. The collection of samples will be performed under reasonable and sanitary conditions and with due regard to the privacy of the individual being tested.

<u>**2.** Testing</u> – After the specimen is taken at the collection site for testing, it may be sent to a laboratory where it will be tested.

<u>3. Documentation</u> – Collection and testing facilities will maintain a written record of the chain of custody of the sample from the time of the collection of the sample until the sample is no longer required.

<u>4. Appeal of Positive Drug Test Results</u> – An employee or applicant whose drug test result is positive has the right to request a confirmation test or re-test within twenty-four (24) hours of

receiving notice of a positive test in order to challenge the results of a positive test. The employee or applicant shall pay all costs of the confirmation test or re-test, unless it reverses the findings of the challenged positive test. In such case, LeFlore County EMS will reimburse the individual for the costs of the confirmation test or re-test. The individual has no other right to appeal a positive drug test.

## VI. CONFIDENTIALITY OF TEST RESULTS

Records of all drug and alcohol test results and related information maintained by LeFlore County EMS shall be the property of LeFlore County EMS and, upon the request of the applicant or employee tested, will be made available for inspection and copying to the applicant or employee.

Records of all drug and alcohol test results and related information maintained by LeFlore County EMS may be released by LeFlore County EMS for any of the following purposes: (1) as admissible evidence by LeFlore County EMS or the individual tested in a case or proceeding before a court of record or administrative agency if either LeFlore County EMS or the individual tested is a named party in the case or proceeding; (2) in order to comply with a valid judicial or administrative order; or (3) to LeFlore County EMS employees, agents, and representatives who need access to such records in the administration of the testing program. Except in these specified circumstances, LeFlore County EMS will not release such records to any person other than the applicant, employee, The Director, Deputy Director, or HR.

## VII. SEARCHES AND INSPECTION

For the purpose of assuring compliance with this and other LeFlore County EMS policies, employees may be asked to submit to a search of any vehicle brought onto LeFlore County EMS property, to submit to a search of any packet, package, purse, briefcase, lunch box, or other container brought onto LeFlore County EMS property, or to submit to a search of desk, file, briefcase, locker, or other stationary container provided by LeFlore County EMS – even if such briefcase, desk, locker or other container is locked. Refusal to consent to a search or inspection may result in disciplinary action, up to and including discharge.

# VIII. PROHIBITED ACTIVITIES AND DISCIPLINARY ACTION

As part of this Program, the following activities are prohibited. Applicants will normally not be hired and employees will normally be subject to disciplinary action, up to and including discharge, for any violation of this Program, including, but not limited to, the following reasons: <u>A. Impairment –</u> Being under the influence of any substance, alcohol, or illegal drugs, that impair the employee's sight, hearing, balance, reaction, reflex, or judgment while on LeFlore County EMS property or while performing LeFlore County EMS business is prohibited and may result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation.

**<u>B. Possession</u>** – The use, sale, possession, transfer, or purchase of drugs or alcohol on LeFlore County EMS property or while performing any LeFlore County EMS business is prohibited and will normally result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. LeFlore County EMS prohibits the use, sale, possession, transfer, or purchase of any substance that may impair an employee or cause the employee to be a safety risk. However, the proper and appropriate use of prescribed drugs by the person for whom they were prescribed and in the method prescribed is not prohibited.

<u>C. Medication – Except as required in the performance of job duties, bringing a prescribed drug</u> onto LeFlore County EMS property by any person other than the one for whom it is prescribed is prohibited and may result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. Prescription drugs may be used only in the manner, combination, and quantity prescribed. The employee, however, must not be impaired or be a safety risk while taking prescription drugs. Similarly, non-prescription drugs, such as over-the-counter drugs, may be used in the manner, combination, and quantity as directed on the label. LeFlore County EMS prohibits the use of any substance, whether legal or illegal, prescription or non-prescription, which impairs an employee's ability to perform his or her job in a safe manner. Employees adversely affected by their use of any legally obtained drug (prescription or non-prescription, and including medical marijuana) may not be allowed to perform their regular job in such a condition. Employees who are unable to work safely due to impairment resulting from such drugs may be suspended without pay until the impaired condition has passed if the employee is unable to be temporarily transferred to another job until the impaired condition has passed. LeFlore County EMS does not provide any guarantee that a job transfer would be available.

**D. Medical Marijuana** – Although marijuana may be permitted in Oklahoma for "medical" purposes, LeFlore County EMS prohibits the use and possession of marijuana by employees on LeFlore County EMS property or while performing LeFlore County EMS business during the hours of employment.

**E. Report of Medication** – It is the responsibility of employees in positions that affect public safety and applicants for such positions to advise the Health and Safety Coordinator of the necessity to take any medication that may cause them to be unable to perform their job safely. An employee making such a report should complete and submit a completed Medication Information Sheet, which requires a medical release from a licensed healthcare practitioner. An employee who fails to make a necessary report and comply with the necessary requirements will normally be subject to disciplinary action, up to and including discharge, and such discharge may be considered misconduct for purposes of unemployment compensation. An applicant who fails to make a necessary report and comply with the necessary negative employment.

<u>F. Positive Test</u> – An employee who tests positive for drugs or alcohol will normally be subject to disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. An applicant whose drug or alcohol test result is positive may be refused employment.

<u>**G. Refusal To Undergo Testing**</u> – Refusing to undergo drug or alcohol testing is prohibited and will normally result in disciplinary action, up to and including discharge, and such discharge may be considered misconduct for purposes of unemployment compensation. An applicant who refuses to submit to a drug or alcohol test may be refused employment. Adulteration of a specimen or of a drug or alcohol test is considered a refusal to test.

<u>H. Refusal To Consent To Testing</u> – Refusing to execute any consent, release, or other document in connection with this Program is prohibited and will normally result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. An applicant who refuses to execute any consent, release, or other document in connection with this Program may be refused employment. <u>I. Refusal To Consent To Search</u> – Refusing to consent to a search or inspection conducted pursuant to the provisions of this or other LeFlore County EMS policies is prohibited and will normally result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation.

<u>J. Tampering</u> – In the event that it is determined that a sample has been diluted or otherwise tampered with, the subject employee may be, depending upon the circumstances, subject to disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. In the event that it is determined that an applicant's sample has been diluted or otherwise tampered with, the applicant may be refused employment.

# IX. RETURN TO WORK

Employees who are permitted to return to work after testing positive for drugs or alcohol, participating in a drug or alcohol treatment program, or violating any other provision of this Program will be required to execute a Return to Work Agreement. However, nothing in this Program shall be construed to require LeFlore County EMS to allow an employee to return to work who has violated this Program. This Return to Work Agreement will include, among other items, a treatment program, an agreement to unannounced screening for substance abuse, and a statement of expected behavior.



# Annual Leave Buyback Policy

**Purpose:** The purpose of the Annual Leave Buyback Policy is to allow employees to convert some of their accrued annual leave to cash before it accrues to levels that exceed the accrual policy, causing them to lose it.

**Policy:** Employees who wish to cash out their annual leave, must have at least 51% of their accrual limit banked.

- 1. The maximum hours allowed to cash out during the buyback at any one time cannot exceed 50 hours for field staff and 40 hours for office staff.
- 2. The minimum amount an employee can cash out during a buyback is 12 hours.
- 3. No employee can allow their annual leave accrual bank to drop below 50% of their max allowable during a buyback.
  - a. 0-4 years must not drop below a bank of 144 hours.
  - b. 5-10 years must not drop below a bank of 192 hours.
  - c. 11+ years must not drop below a bank of 240 hours.
- 4. No employee can cash out more than twice per fiscal year.
- 5. The months allowed for the annual leave buyback are January and June.
  - a. Only one buyback is allowed during each eligible month.
- For the purposes of converting the annual leave to cash, the employees straight time hourly wage will be used to calculate the amount to be paid to the employee.
  - a. The accrual rate for the buyback will be based off of the previous 6 months accrual rate.
- 7. The amount to be paid to the employee will be subject to applicable taxes being withheld in accordance with state and federal law.
- 8. Annual leave buyback requests must be submitted by the first business day of the respective month chosen by the employee.
- 9. This policy is contingent on budgetary allowances, thus it can be suspended or reinstated as needed by EMS of Leflore County at any time.

# EMS of Leflore County Annual Leave Buyback Worksheet

Employee Name:	Date:				
Total annual leave accrued:	Accrual Rate:				
Employee hourly wage:					
Cash out month requested:	JanuaryJune				
Amount (in hours) of annual leave requested to cash out:					
Amount (in hours) left in accrual bank	after cash out:				
100 CON	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
AL requested X <u>\$</u>	= (before taxes)				
11-1 10-					
Employee Name:					
Employee Signature:	Date:				
Admin <mark>istration Name:</mark>					
Administration Signature:	Date:				

# **Background Checks**

**<u>Purpose</u>**: To follow state and federal laws, and to ensure the highest degree of safety for our personnel and patients by adequately screening the background of our personnel.

**Policy:** EMS of LeFlore County shall perform all necessary background checks, including criminal history, child or elder abuse history, driving record, and other required background checks prior to any service performed by a potential employee, volunteer or current employee. Each employee or volunteer must satisfactorily complete the background check process prior to performing any services or to continue performing services.

### Procedure:

a.

### I. Criminal History Record Background Checks.

- Each applicant must provide necessary information required for the necessary regional state or federal criminal background check form. Each applicant shall also complete a background check authorization form.
- b. EMS of LeFlore County will submit the necessary federal or state background check form on behalf of each applicant to the relevant state or federal agency. The applicant will ordinarily not be permitted to perform services until the results of the background check are received. EMS of LeFlore County will be responsible for the cost of any necessary federal or state background checks conducted for an applicant under consideration or current employee.
  - 1. If a criminal history record check indicates that a potential employee or volunteer has been convicted (including a plea of "no contest") of any crime that is relevant when considering employment, he or she may not be eligible for employment. Additionally, any employee or volunteer who is later convicted of a crime may be subject to immediate termination of employment. (Convictions for offenses will not necessarily preclude employment, but will be considered in making employment decisions based on the relevance of the conviction to the work performed).
  - 2. If the criminal background check returns with no record of conviction, the applicant may be permitted to perform services and may be hired or allowed to continue employment.
  - 3. If the criminal background check returns with a record of a conviction that is relevant to preclude employment, the applicant will receive notice that he or she is precluded from employment because of the results of the criminal background check.
- c. Any applicant who does not cooperate with the criminal history records check process will not be considered for employment.

- d. In addition to cooperating with the background check, each applicant shall provide a list of all criminal convictions. Convictions will be considered based on factors that relate to suitability for employment in the position applied for, including the type and severity of the crime, and when the conviction occurred.
- e. EMS of LeFlore County may periodically request that additional criminal background checks occur throughout the term of employment. Full cooperation with such periodic checks is expected, and failure to cooperate will result in discipline.
- f. All personnel have an ongoing obligation to disclose to EMS of LeFlore County any convictions during their employment. Personnel who fail to make such a disclosure will be subject to appropriate discipline.

## II. Driving Record Background Check for All Personnel Who's Participation Involves the Operation of a Motor Vehicle.

- Individuals with a poor driving record may not be permitted to operate Company vehicles, and in some cases, may not be considered for employment. Each applicant is required to submit necessary information to EMS of LeFlore County to enable EMS of LeFlore County to obtain a copy of the driving record from the applicable state agency (e.g., Department of Transportation).
- b. Any applicant who does not cooperate with the driver record check process will not be considered for employment.
- c. At all times during employment, personnel must meet the following criteria while operating Company vehicles:
  - 1. They must have a valid driver's license (where work requires operation of a Company vehicle).
  - 2. They must observe all traffic laws.

a.

- 3. They must not be addicted to, or under the influence of, alcohol or drugs.
- They must be free from physical or mental impairments that may adversely affect the person's ability to drive and pose a danger to self or others, if those impairments cannot be reasonably accommodated.
- 5. If operating Company emergency vehicles, they must have successfully completed an Emergency Vehicle Operator's Course ("EVOC") of instruction within 6 months of hire date.
- d. Any changes in a personnel driving record (such as conviction for speeding, or any conviction for a moving traffic violation) must be reported to a

supervisor immediately. Failure to do so may result in disciplinary action, up to and including termination.

## III. Review of OIG Exclusions.

- a. The Department of Health and Human Services, Office of Inspector General (OIG) reports those individuals or organizations that have been excluded from participating in federal health care programs. Those on the excluded list are not permitted to provide services that will be billed to a federal health care program (such as treating Medicare/Medicaid patients) and are not permitted to be involved in billing or related functions.
- b. As part of its application process, EMS of LeFlore County will research the OIG's database for possible applicant exclusion. Exclusion from any federal health care program constitutes grounds for disqualification of employment.
- **C.** EMS of LeFlore County will conduct periodic re-checks of the OIG exclusion database. In the event that a current employee is found to appear on the exclusion list, termination of employment may be required.

# **Bereavement Leave**

**Purpose:** To permit time away from work to grieve for the loss of a loved one.

**Policy:** EMS of LeFlore County will offer paid bereavement time for the death of certain family members.

## Procedure:

- I. Standards.
  - a. Employees who lose a family member may be granted leave to attend services and address other matters related to the passing of a loved one.
    - 1. In the event of the death of immediate family, field employees may take up to 48 hours of paid bereavement leave. Office staff may take up to 48 hours. Immediate family shall be defined as a spouse, child, parent, brother, sister, grandparent and grandchild. This includes steps to the same degree, (mother, father, brother, sister, son and daughter.
    - 2. In the event of the death of extended family, not mentioned above, field employees may take 24 hours of paid bereavement leave. Office staff may take up to 24 hours. Extended family shall include aunts, uncles, nieces, nephews, mother/father-in-law, brother/sister-in-law, son/daughter-in-law. This includes steps to the same degree, (mother, father, brother, sister, son and daughter).
    - 3. Employees are asked to provide EMS of LeFlore County with notice of the death and the need for the bereavement leave as soon as possible, so that adequate coverage can be arranged.
  - b. When a request for bereavement leave is made, EMS of LeFlore County will coordinate coverage for requested allowed bereavement time for missed shift.
  - c. Where additional time off may be required, Vacation Time must be used first and if additional time is needed/requested employee may use sick leave and may be used in conjunction with the "Bereavement Leave." The request for additional time must be coordinated through a supervisor at the time that the "Bereavement Leave" is first made. Additional time may not be guaranteed if coverage cannot be found for the additional time above and beyond the above listed bereavement leave.
  - d. A memorial pamphlet may be required.

# **Demand Truck Incentive**

**Purpose:** The purpose of offering an incentive for a demand truck is to get employees to help assist us with transfers or call volume from time to time when needed. Sometimes we get more transfer or 911 requests than we can safely and responsibly accommodate, causing delays and call holds/bottlenecking. By offering an incentive and bringing in additional staff, it helps relieve stress off the other units in the system, it helps the hospital by getting the patient transferred out, and it helps the patient by getting them to their destination quicker.

This policy is not intended, but not prohibited, from being used for emergent transfers unless a transfer/demand truck can be readied and in service before a regular duty truck can accommodate the transfer/call request.

The decision to use this policy for a transfer should not unnecessarily delay a transfer while waiting on staff to agree to come in, arrive, prep the truck, go into service, and respond to the transfer request.

When possible, leadership staff should try to acquire a crew to be "on-call" prior to a transfer request in order for this policy to be as effective as possible.

Leadership staff should make the best judgement calls while utilizing this policy. It is not recommended for this policy to be used in routine transfer decision making. It should be used as a compliment to normal services, when we have an increase in volume and/or excessive transfer requests.

This policy can be used to call in an additional staff member to drive for a fatigued staff member if that need arises.

It is not recommended, *but not prohibited,* to transport out of county residents from out of county facilities when these patients are being transporting to out of county destinations, without checking insurance status.

The rates should be based off of our Transfer Truck Incentive Rate Spreadsheet, which is subject to change as insurance rates and our rates change.

Rates are subject to change at the discretion of the EMS Director as fees, charges, or rates change over time.

# **Emergency Leave Request**

**<u>Purpose</u>:** To accommodate personnel who desire a leave of absence to assist with relief efforts related to local, state, and federal emergencies or disasters, when requested by appropriate officials and/or emergency management agencies.

**Policy:** EMS of LeFlore County will accommodate personnel with legitimate urgent or emergent business that requires them to miss work for extended periods of time to the fullest extent possible, as long as the request may be granted without compromising operational needs.

#### Procedure:

#### I. Background.

a.

b

- EMS of LeFlore County typically asks its employees to provide advance notice when requesting the use of sick time, vacation time, personal time, or paid time off.
- EMS of LeFlore County recognizes that there are times when an emergency arises and adequate advance notice cannot be given. This is especially applicable to persons who participate as part of emergency response teams ready to respond to any state or federal natural disaster. EMS of LeFlore County commends employees for participating in such programs, and does not want to hinder your involvement or otherwise adversely affect your employment status as a result of that involvement.
- c. At the same time, since EMS of LeFlore County is itself an emergency service organization, we need to maintain adequate staffing at all times. We must have sufficient staff to meet our obligations to the public. Therefore, we may only grant emergency leave requests to the extent we can adequately maintain staff coverage here. In other words, not all leave requests may be honored if doing so may compromise our operations.

#### II. Approval Process.

- a. When an employee has a legitimate emergency situation that he or she knows will require an extended period of absence (other than military leave, family medical leave, or bereavement leave, which is covered in other policies), you should immediately discuss the need with your supervisor. Standard advance notice for leaves of absence will not be required.
- b. Where available, an employee may elect to use sick, personal, vacation, or paid time off that has been accumulated. Otherwise, the leave will be unpaid. Upon requesting the leave, you shall notify your supervisor of the desire to use any accumulated leave time.

- c. The employee requesting emergency leave should submit verification of the need for the leave with the request for the leave. (Example: documentation from the emergency management agency authorizing the employee's participation).
- d. Leave requests will be considered on a first come, first served basis and with consideration to the need to have you remain at the Company. Leaves will only be granted if management concludes that adequate staffing can be maintained for day-to-day operations.
- e. The maximum period of leave shall be eighteen (18) calendar days. Additional leave may be approved on a week-to-week basis, and/or in compliance with state and federal laws.
- f. If the leave request is granted, EMS of LeFlore County will hold the employee's position open until the employee returns from the leave up to a maximum four (4) week period. If additional leave is approved, EMS of LeFlore County may not be able to keep your position open.
- g. Employees should provide a brief report on their status and the anticipated need for continued leave on at least a weekly basis, and provide contact information at the location where they can be reached.
- h. Employees will not be paid any wages when on leave, unless they are part of an authorized disaster response system which reimburses the employer for the wages of employees on emergency leave. If you are not specifically advised that you will be paid during the emergency leave assignment, you should assume that the leave is an unpaid leave.

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- Any employee who does not follow this Policy and/or does not report to work as scheduled either prior to or after completion of an approved leave will be considered to have resigned his or her employment with the organization.
- All benefits paid by the employer will be maintained during the leave period, and the employee will be entitled to any benefits he/she would have ordinarily received had there been no emergency leave.

# **Employment Classifications**

**Purpose:** To ensure proper classification of personnel for pay and benefit purposes.

**Policy:** EMS of LeFlore County has defined full time, as needed, and non-exempt and exempt positions within the organization.

#### Procedure:

#### I. Definitions.

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- a. <u>Full-time Employee</u>: An employee who has successfully completed the introductory period and who is regularly scheduled to work at least forty (40) hours per week.
  - <u>As Needed</u>: An employee who is regularly scheduled to work less than forty (40) hours a week. As Needed employees are not eligible for benefits unless stated otherwise. As Needed employees will not be guaranteed a minimum amount of hours per month, but are required to work a minimum of 8 hours of ambulance shifts every ninety (90) calendar days. As Needed employees will also be referred to as PRN employees.
- c. <u>Exempt Employee</u>: An employee who is not eligible for overtime compensation, because they are in a bona fide executive, administrative, or professional capacity whose duties and responsibilities allow them to be "exempt" from overtime pay provisions under the law.
- e. <u>Non-Exempt employee</u>: An employee who is entitled to receive overtime compensation based on Federal Regulations Part 553 of the U.S. Department of Labor Standards.

#### II. Job Assignments.

- a. Regardless of job title or employment classification, all employees are expected to be available to participate in any job as needed, and where capable, and/or certified to perform such a job.
- b. It is each supervisor's responsibility to assign available personnel to jobs based on the needs of EMS of LeFlore County.
- c. Any employee who refuses reassignment to an area of greater need will be sent home, without pay, for the balance of the shift and will be subject to disciplinary action up to and including termination.

- d. Employees shall not be asked to perform tasks unrelated to their job description that require a higher level of responsibility or training, except in emergencies or other unusual, temporary circumstances.
- e. Employees may be called upon to perform work normally assigned to other staff members.
- f. It may be necessary to work beyond a scheduled shift to complete an assignment or to meet an urgent situation. Employees are required to work overtime when mandated by a supervisor.

## III. Chain of Command-Incentive Pay Policy

- <u>a.</u> <u>Captains</u>: Will make a minimum of \$25.29 per hour. If the employee's hourly wage is above the minimum, a 5% increase will be added to his or her hourly rate. If the Captain is in a supervisor fly-car role (office/response unit), their position will be an exempt position at the above rates.
- **b.** Lieutenant: Will make a minimum of \$1.00 per hour more with a minimum of \$16.47 per hour as an EMT, \$18.61 per hour as an Advanced EMT, and \$23.83 per hour as a Paramedic. If the employee's hourly wage is above this rate, a 5% increase will be added to his or her hourly rate if the Lieutenant carries out an additional duty of, but not limited to Interview Board Coordinator, Public Relations, Inventory Control and or any other duty assigned to Lieutenant by administration. If this employee does not carry out any additional duties this employee will only receive this \$1.00 per hour that he or she steps in and performs Captain's duties. A Shift log form located in the HR office must be completed and submitted to payroll before the shifts that are worked will be calculated and paid.
- **c.** Sergeant: Will make a minimum of \$16.47 per hour for an EMT, \$18.61 per hour as an Advanced EMT, and \$22.37 for a Paramedic. If the employee's hourly wage is above the minimum a 5% increase will be added to his or her hourly rate.
- <u>d.</u> <u>Field Training Officer:</u> (FTO) If a FTO holds any other pay increase for Chain of Command Incentive Pay he or she will receive an additional \$0.37 per hour. If a FTO does not hold any other Chain of Command Incentive Pay position they will receive a \$0.50 per hour increase. FTO training must be completed in its entirety before eligible for the hourly incentive pay will be applied.
- e. Interview Panel Coordinator: Will receive a \$0.25 increase in his or her hourly rate if he or she does not hold any other Title in the Chain on Command Incentive Pay.

# **EMS LeFlore County- Shift Captain – JOB DESCRIPTION**

## A. EMS Shift Captain Appointment:

- 1. It is recommended that this position be a posted position if open, but not mandated.
  - a. If it is posted, interviews will be conducted with a recommendation made by the designated interview panel.
  - b. A final decision will be made by the Executive Director.
- 2. If there is only one applicant, and that applicant meets the recommended guidelines, a decision can be made to promote without an interview at the discretion of the Executive Director.

## B. <u>General Description of Duties:</u>

- 1. The Shift Captain supervises all EMS staff in the field as a member of an ambulance crew, and as an independent street Captain. This position also provides pre-hospital emergency care/transportation of the sick and/or injured.
- 2. The Shift Captain Captain supervises the activities of EMT's, Advanced EMT's, and Paramedics in the field and reports directly to the EMS Director and Deputy Director, who are responsible for organizing and directing the activities of the EMS System.

## C. Duties and Responsibilities:

- 1. Promotes positive customer relations in dealing with patients, visitors, and other employees.
- 2. Completes daily schedules, vehicle accident logs, work injury reports, and incident reports as needed.
- 3. Maintains a safe working environment for personnel, as well as working to maintain a safe fleet of ambulances.
- Effectively and professionally communicates with staff and other agencies, as needed, throughout the shift.
- 5. Receives calls from Dispatch regarding transfer decisions, complaints, questions, concerns, staff, etc.
- 6. Field EMS responsibilities:
  - a. Responds to dispatch to render pre-hospital emergency care and resuscitation to victims at the scene of an emergency.
  - b. Independently performs rapid assessment of emergency scene to determine the need for auxiliary services such as fire and police department.
  - c.Evaluates the extent of illness or injury and establishes priorities for care following standing orders, or protocols, or as directed by the Medical Control.
  - d. Initiates life-sustaining procedures in accordance with current standards/protocols and demonstrates a working knowledge of the LeFlore County EMT/AEMT/Paramedic.
  - e. Completes appropriate patient and daily activity forms.
  - f. Provides pre-hospital emergency care to the public in a variety of environments, such as sports facilities, airports, and other public gathering places.

- 7. Investigates complaints and ensures incident reports are collected from staff when there is an indication of potential liability for the agency; and, prepares and provides reports to the EMS Director and/or Deputy Director.
- 8. Develops or modifies work plans, methods, and procedures and determines work priorities.
- 9. Assigns and distributes work, reviews work for accuracy and completeness, and returns assignments with recommendations for proper completion.
- 10. Resolves problems encountered during daily operations and determines standards for problem resolution.
- 11. Develops the performance enhancement plan, documents performance, provides performance feedback, and formally evaluates the work of employees.
- 12. Responds to formal and informal employee grievances and prepares written response.
- 13. Documents causes for disciplinary action and initiates letters of reprimand and formal recommendations for disciplinary action.
- 14. Provides work instruction and assists employees with difficult and/or unusual assignments.

## D. <u>Kn<mark>ow</mark>ledge, Skills and Abilities:</u>

- 1. Knowledge of applicable Oklahoma statutes, rules, administrative orders, policies and procedures.
- 2. Knowledge of LeFlore County EMS policies and procedures.
- 3. Knowledge of techniques, requirements and activities associated with emergency medical response.
- 4. Knowledge of the principles of management and supervision.
- 5. Knowledge of record keeping, records and case management.
- 6. Skill in working under stressful situations, in receiving and assessing information, then making appropriate decisions for response.
- 7. Skill in establishing and maintaining good working relations with staff, other departments, law enforcement, and the general public.
- 8. Skill in applying the principles of management and supervision, records and case management.
- Skill in effectively managing staff, equipment, facilities and operations associated with multiple site locations.
- 10. Skill in operating a personal computer utilizing a variety of software applications.
- 11. Skill effectively communicating in both oral and written form.

E. <u>Physical Requirements:</u> These are the same as the Job description for

EMT/AEMT/Paramedic.

- F. <u>Minimum Education and Experience:</u>
  - 1. High School graduate or GED equivalent.
  - 2. Two years of experience at EMSLC preferred.
  - 3. Licensed by the Oklahoma Department of Health and National Registry.
  - 4. In good standing with EMSLC.
  - 5. Possession of a valid State Driver's License
  - 6. EMT/AEMT/Paramedic certification or qualify for reciprocity.
  - 7. BLS, ACLS, PALS (recommended) provider certifications per license level.
  - 8. Possess NIMS 100, 200, 700, and 800. Preferably: NIMS 300 and 400 as well.

9. Must be able to communicate effectively in both oral and written form. G. <u>Preferred qualifications:</u>

- 1. Associates Degree or equivalent.
- 2. Four years of experience in EMS within a mid to high volume ALS system.
- 3. One year of Lieutenant, Sergeant, or lead responsibilities.

### Compensation:

1. Will make a minimum of \$25.29 per hour. If the employee's hourly wage is above the minimum, a 5% increase will be added to his or her hourly rate. If the Captain is in a supervisor fly-car role (office/response unit), their position will be an exempt position at the above rates. If a lower license level is chosen, the rates will be adjusted accordingly.

2. The Captain position requires the employee to take on one of the six sub-jobs. (Including, but not limited to: Interview Panel Coordinator, Public Relations, Inventory Control, REMSS Team Leader, Fleet Maintenance, and Infection Control). The job will be decided by the Executive Director.

3. If the Captain is relieved of command/demoted, or resigns from the position, they will have whatever initial amount they were paid for this position, removed from their hourly pay.

## DISCLAIMER:

The information provided in this description has been designed to indicate the general nature and level of work performed by employees within this position. It is not designed to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees assigned to this position. Administration has the sole discretion to add or modify the duties of the position and to designate other functions as essential at any time. This position description is not an employment agreement or contract.

## ACKNOWLEDGMENT:

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of EMSLC. I also understand that if employed by EMSLC, I am employed as an at-will employee and that EMSLC or I may terminate the employment relationship at any time, without notice, and for any lawful reasons.

Signature of Employee

Date

# **EMS LeFlore County- Shift Lieutenant – Job Description**

## A. EMS Shift Lieutenant Appointment:

- 1. Typically, the candidate for this position is chosen, as it is partly a mentoring position. If the Director chooses, this position shall be a posted position if open.
  - a. If it is posted, interviews will be conducted with a recommendation made by the designated interview panel.
  - b. A final decision will be made by the Executive Director.
- 2. If there is only one applicant, and that applicant meets the recommended guidelines, a decision can be made to promote without an interview at the discretion of the Executive Director.

## B. <u>General Description of Duties:</u>

- 1. The employee in the Lieutenant position answers to the Captain they are assigned under primarily, but they will adhere to the chain of command.
- 2. The Lieutenant is the second in command to the Captain of the on-duty crew's day-to-day operations.
- 3. The Shift Lieutenant supervises all EMS staff in the field as a member of an ambulance crew, and as an independent street Lieutenant. This position also provides pre-hospital emergency care/transportation of the sick and/or injured.
- The Shift Lieutenant supervises the activities of all field staff and reports directly to their chain of command.

## C. Duties and Responsibilities:

- 1. Promotes positive customer relations in dealing with patients, visitors, and other employees.
- Completes daily schedules, vehicle accident logs, work injury reports, and incident reports as needed.
- 3. Maintains a safe working environment for personnel, as well as working to maintain a safe fleet of ambulances.
- 4. Effectively and professionally communicates with staff and other agencies, as needed, throughout the shift.
- 5. Receives calls from Dispatch regarding transfer decisions, complaints, questions, concerns, staff, etc.
- 6. Field EMS responsibilities:
  - a. Responds to dispatch to render pre-hospital emergency care and resuscitation to victims at the scene of an emergency.
  - b. Independently performs rapid assessment of emergency scene to determine the need for auxiliary services such as fire and police department.
  - c. Evaluates the extent of illness or injury and establishes priorities for care following standing orders, or protocols, or as directed by the Medical Control.
  - d. Initiates life-sustaining procedures including advanced life support in accordance with current standards/protocols and demonstrates a working knowledge of the LeFlore County employee.
  - e. Completes appropriate patient and daily activity forms.

- f. Provides pre-hospital emergency care to the public in a variety of environments, such as sports facilities, airports, and other public gathering places.
- 7. Investigates complaints and ensures incident reports are collected from staff when there is an indication of potential liability for the agency; and, prepares and provides reports to their chain of command.
- 8. Develops or modifies work plans, methods, and procedures and determines work priorities.
- 9. Assigns and distributes work, reviews work for accuracy and completeness, and returns assignments with recommendations for proper completion.
- 10. Resolves problems encountered during daily operations and determines standards for problem resolution.
- 11. Develops the performance enhancement plan, documents performance, provides performance feedback, and formally evaluates the work of employees.
- 12. Responds to formal and informal employee grievances and prepares written response.
- 13. Documents causes for disciplinary action and initiates letters of reprimand and formal recommendations for disciplinary action.
- 14. Provides work instruction and assists employees with difficult and/or unusual assignments.

## D. Knowledge, Skills and Abilities:

- 1. Knowledge of applicable Oklahoma statutes, rules, administrative orders, policies and procedures.
- Knowledge of LeFlore County EMS policies and procedures. Knowledge of techniques, requirements and activities associated with emergency medical response.
- 3. Knowledge of the principles of management and supervision.
- 4. Knowledge of record keeping, records and case management.
- Skill in working under stressful situations, in receiving and assessing information, then making appropriate decisions for response.
- Skill in establishing and maintaining good working relations with staff, other departments, law enforcement, and the general public.
- 7. Skill in applying the principles of management and supervision, records and case management.
- 8. Skill in effectively managing staff, equipment, facilities and operations associated with multiple site locations.
- 9. Skill in operating a personal computer utilizing a variety of software applications.
- 10. Skill effectively communicating in both oral and written form.
- E. <u>Physical Requirements</u>: These are the same as the Job description for all license levels.

## F. Minimum Education and Experience:

- 1. High School graduate or GED equivalent.
- 2. One year of experience at EMSLC preferred.
- 3. Licensed by the Oklahoma Department of Health and National Registry.
- 4. In good standing with EMSLC.
- 5. Possession of a valid State Driver's License
- 6. EMT/AEMT/Paramedic certification or qualify for reciprocity.
- 7. BLS, ACLS, PALS (recommended) provider certifications.

- 8. Possess NIMS 100, 200, 700, and 800.
- 9. Must be able to communicate effectively in both oral and written form.

## G. <u>Preferred qualifications:</u>

- 1. NIMS 300 and 400.
- 2. Associates degree or equivalent.
- 3. Four years of experience in EMS within a mid to high volume ALS system.
- 4. One year of Sergeant or lead responsibilities.

## H. <u>Compensation:</u>

- 1. Will make a minimum of \$1.00 per hour more with a minimum of \$16.47 per hour for an EMT, \$18.61 per hour as an Advanced EMT, and \$22.83 per hour for a Paramedic. If the employee's hourly wage is above the minimum a 5% increase will be added to his or her hourly rate if the Lieutenant carries out an additional duty of, but not limited to Interview Board Coordinator, Public Relations, Inventory Control and or any other duty assigned to Lieutenant by administration. If this employee does not carry out any additional duties this employee will only receive this \$1.00 per hour that he or she steps in and performs Captain's duties. A Shift log form located in the HR office must be completed and submitted to payroll before the shifts that are worked will be calculated and paid.
- If the Lieutenant is relieved of command/demoted, or resigns from the position, they will have whatever initial amount they were paid for this position, removed from their hourly pay.

### DISCLAIMER:

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#### ACKNOWLEDGMENT:

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of EMSLC. I also understand that if employed by EMSLC, I am employed as an at-will employee and that EMSLC or I may terminate the employment relationship at any time, without notice, and for any lawful reasons.

Signature of Employee	Date	-

# **EMS Leflore County- Station Sergeant – Job Description**

## H. EMS Station Sergeant Appointment:

- 1. This position can be assigned for the good of the county. The candidate must be in good standing with the organization. If a candidate for the position is not obvious, it will be a posted position if open.
  - a. Interviews will be conducted with a recommendation made by the designated interview panel.
  - b. A final decision will be made by the Executive Director.
- 2. If there is only one applicant, and that applicant meets the recommended guidelines, a decision can be made to promote without an interview at the discretion of the Executive Director.

## I. <u>General Description of Duties:</u>

- 1. In the position of EMS Station Sergeant, the employee will assume the accountability and responsibility for the assigned station and assigned vehicle(s).
- 2. The EMS Station Sergeant will be responsible for maintaining a positive, safe work environment and maintaining morale within the station.
- 3. The EMS Sergeant performs a variety of administrative, technical and interagency work in planning, organizing and leading training, public education, and other assigned duties.

## J. Duties & Responsibilities:

- 1. Plans, directs and exercises general supervision of the assigned station including but not limited to:
- 2. Ensures narcotics/controlled substances at their assigned station are audited and accounted for on a regular basis.
- 3. Develops station procedures and assigns tasks to maintain the health, safety and security of the station and the assets assigned to it.
- Responsible for general welfare and morale of the station.
- Develops work assignments to complete tasks/duties as assigned by the Captains, Deputy Director and/or the Executive Director.
- 6. Ensures that station and vehicle maintenance is done in a timely manner.
- 7. When requested, conducts EMS public education programs, including giving talks, demonstrations, and presentations before their regional community groups, schools and other organizations or institutions and coordinates with public relations team on achieving department goals.
- 8. Maintains a variety of data and records regarding station activities both individual and departmental. Prepares reports as requested.
- 9. Acts as an intermediary between public officials and EMS in the station's response area.
- 10. Carries out duties in conformance with Federal, State, County and local laws and EMS Medical Control Authority.
- 11. Performs station inventory of equipment assigned to station or unit(s) as requested, but minimum twice a year.
- 12. Assists in other departmental administrative activities as assigned.

## K. <u>Peripheral Duties:</u>

1. These examples of duties are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of

duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- 2. The EMS Station Sergeant must be at least an EMS of LeFlore County system active, licensed EMT. He / She must remain in a good standing with EMSLC Medical Control and Administration. He / She shall communicate with the chain of command, and EMS Provider team. The EMS Sergeant Job Description is, but not limited to, the following:
  - Prepares a chore list for the on duty personnel. Ensures adherence.
  - Assigns or makes requests for ordering EMS supplies or equipment.
  - Makes recommendations on improving our EMS service short and long term.
  - Assists the Director, Deputy Director, and the chain of command with State Agency Inspections.
  - Maintains Health Insurance Portability Accountability Act (HIPAA) standards for patient privacy are maintained at all times.
  - Maintains and updates all manuals at assigned stations as needed.
  - Attends scheduled Station Sergeant Meetings, and all other meetings as needed.
  - Assures narcotics/controlled substances are accounted for/audited, and orders controlled substance stock as needed.
  - Makes sure all appropriate paperwork is turned in to Central Station weekly. Receipts go to Accounting and all other paperwork to Billing.

### L. Minimum Education and Experience:

- 1. High School graduate or GED equivalent.
- 2. One (1) year of experience at EMSLC. Can be waived if the only applicant is less than one year, and administration believes they are qualified to hold the position.
- 3. Licensed by the Oklahoma Department of Health and National Registry.
- 4. Possess NIMS 100, 200, 700, and 800.
- 5. In good standing with EMSLC.
- 6. Possession of a valid State Driver's License

#### M. <u>Kno<mark>wledge, Sk</mark>ills and Abilities:</u>

- 1. Working knowledge of modern EMS instructional principles, procedures, techniques and equipment. Demonstrates knowledge of applicable laws, departmental standard operating procedures and regulations.
- 2. Skill in the EMS operation and EMS equipment, radio, pager, office equipment, audio/visual equipment.
- 3. Ability to perform various data entry responsibilities in Microsoft Office Software products and related software. Assist with the compilation of and preparation of various reports, and function specific to EMS Department.
- 4. Ability to effectively apply instructional techniques.
- 5. Ability to communicate verbal and written instructions.
- 6. Ability to establish working relationships with employees, other agencies, and the public.
- 7. Ability to read, write and comprehend the English language.
- 8. Ability to meet departmental standards for clinical care.
- 9. Must be of good moral character and temperament and possess industrious habits.

## N. <u>Compensation:</u>

- 1. Will make a minimum of \$16.47 per hour for an EMT, \$18.61 per hour as an Advanced EMT, and \$22.37 per hour for a Paramedic. If the employee's hourly wage is above the minimum a 5% increase will be added to his or her hourly rate.
- 2. If the Sergeant is relieved of command/demoted, or resigns from the position, they will have whatever initial amount they were paid for this position, removed from their hourly pay.

#### **DISCLAIMER:**

The information provided in this description has been designed to indicate the general nature and level of work performed by employees within this position. It is not designed to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees assigned to this position. Administration has the sole discretion to add or modify the duties of the position and to designate other functions as essential at any time. This position description is not an employment agreement or contract.

#### ACKNOWLEDGMENT:

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of EMSLC. I also understand that if employed by EMSLC, I am employed as an at-will employee and that EMSLC or I may terminate the employment relationship at any time, without notice, and for any lawful reasons.

Signature of Employee	Date	and and a	2.1

# EMS LeFlore County- Field Training Officer (FTO) – Job Description

## A. <u>FTO Appointment:</u>

- 1. This position shall be a posted position if open.
- 2. Interviews will be conducted with a recommendation made by the designated interview panel. Administration reserves the right to request letters of Intent in lieu of an interview.
- 3. A final decision will be made by the Executive Director.
- 4. If there is only one applicant, and that applicant meets the recommended guidelines, a decision can be made to promote without an interview at the discretion of the Executive Director.

## B. <u>General Description of Duties:</u>

- 1. The FTO supervises new hires in the field as a member of an ambulance crew. This position also provides pre-hospital emergency care/transportation of the sick and/or injured.
- 2. The FTO supervises the activities of EMT's and Paramedics in the field and reports the new hires progress on a shift by shift basis.
- 3. The FTO will only be allowed to train a new hire at or below their license level.
- 4. The FTO will be responsible for training the new hire in all facets of their job at EMSLC.
- 5. The FTO will use the FTO packet as a guide to what is taught to the new hires.
- 6. When the FTO deems that the new hire is competent, the new hire can be recommended for promotion to the next phase, whether that be Phase II or graduation to field employee. When the decision is made to promote, the new hire will be interviewed by the Deputy Director or Director to ensure that the FTO did teach all points required. If anything is found to be a shortcoming, the FTO will be notified to correct the issue with the new hire.
- 7. After the FTO releases a new hire, they are still expected to mentor that employee through their career as needed.
- 8. The FTO is responsible for finishing all required FTO training required or requested by EMSLC administration.

## C. <u>Duties and Responsibilities:</u>

- 1. Promotes positive customer relations in dealing with patients, visitors, and other employees.
- 2. Completes daily schedules, FTO paperwork, or reports as needed.
- 3. Maintains a safe working environment for personnel, as well as working to maintain a safe ambulance during his or her shift.
- 4. Effectively and professionally communicates with the new hire, staff, and other agencies, as needed, throughout the shift.
- 5. FTO general shift responsibilities:
  - a. Responds to dispatch to render pre-hospital emergency care and resuscitation to victims at the scene of an emergency.
  - b. Independently performs rapid assessment of emergency scene to determine the need for auxiliary services such as fire and police department.
  - c. Evaluates the extent of illness or injury and establishes priorities for care following standing orders, or protocols, or as directed by the Medical Control.

- d. Initiates life-sustaining procedures including advanced life support in accordance with current standards/protocols and demonstrates a working knowledge of the LeFlore County Paramedic.
- e. Completes appropriate patient and daily activity forms.
- f. Provides pre-hospital emergency care to the public in a variety of environments, such as sports facilities, airports, and other public gathering places.
- 6. Develops or modifies work plans, methods, and procedures and determines work priorities for the new hire.
- 7. Reviews new hires work for accuracy and completeness, and returns assignments with recommendations for proper completion.
- 8. Resolves problems encountered during daily operations and determines standards for problem resolution.
- Develops the performance enhancement plan, documents performance, provides performance feedback, and formally evaluates the work of new hires.
- 10. Documents causes for disciplinary action and initiates letters of reprimand and formal recommendations for disciplinary action if the new hire is found to be out of line.
- 11. Provides instruction and assists new hires with difficult and/or unusual assignments/or situations.

#### D. Knowledge, Skills and Abilities:

- Knowledge of applicable Oklahoma statutes, rules, administrative orders, policies and procedures.
- 2. Knowledge of LeFlore County EMS policies and procedures.
- 3. Knowledge of techniques, requirements and activities associated with emergency medical response.
- 4. Knowledge of the principles of field training and preceptorship.
- 5. Knowledge of record keeping, records and case management as needed.
- 6. Skill in working under stressful situations, in receiving and assessing information, then making appropriate decisions for response.
- 7. Skill in establishing and maintaining good working relations with new hires, staff, other departments, law enforcement, and the general public.
- 8. Skill in effectively managing new hire staff with all EMSLC equipment.
- 9. Skill in operating and training a new hire on computers utilizing a variety of software applications.
- 10. Skill effectively communicating in both oral and written form.
- E. <u>Physical Requirements:</u> These are the same as the Job description for EMT or Paramedic.
- F. Minimum Education and Experience:
  - 1. High School graduate or GED equivalent.
  - 2. Two years of experience at the license level they wish to train at with EMSLC.
  - 3. Licensed by the Oklahoma Department of Health and National Registry.
  - 4. In good standing with EMSLC.
  - 5. Possession of a valid State Driver's License
  - 6. EMT or Paramedic certification or qualify for reciprocity.
  - 7. BLS, ACLS (Medic), PALS (Medic-recommended) provider certifications.
  - 8. Possess NIMS 100, 200, 700, and 800.
  - 9. Must be able to communicate effectively in both oral and written form.

## G. <u>Compensation:</u>

- 1. (FTO) If a FTO holds any other pay increase for Chain of Command
- 2. Incentive Pay he or she will receive an additional \$0.25 per hour on a 24-hr assignment (\$0.37 per hr on a 12-hr assignment). If a FTO does not hold any other Chain of Command Incentive Pay position, they will receive a \$0.50 per hour increase. FTO training must be completed in its entirety before eligible for the hourly incentive pay will be applied. If the FTO is relieved of command/demoted, or resigns from the position, they will have whatever initial amount they were paid for this position, removed from their hourly pay.

## DISCLAIMER:

The information provided in this description has been designed to indicate the general nature and level of work performed by employees within this position. It is not designed to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees assigned to this position. Administration has the sole discretion to add or modify the duties of the position and to designate other functions as essential at any time. This position description is not an employment agreement or contract.

### ACKNOWLEDGMENT:

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of EMSLC. I also understand that if employed by EMSLC, I am employed as an at-will employee and that EMSLC or I may terminate the employment relationship at any time, without notice, and for any lawful reasons.

Signatu <mark>re of Emp</mark> loyee	Date	

# EMS Leflore County- Interview Panel Coordinator (IPC)– Job Description

## O. EMS Interview Panel Coordinator Appointment:

- 1. This position shall be a posted position if open.
- 2. Interviews will be conducted with a recommendation made by Administration.
- 3. A final decision will be made by the Executive Director.
- 4. If there is only one applicant, and that applicant meets the recommended guidelines, a decision can be made to promote without an interview at the discretion of the Executive Director.

## P. <u>General Description of Duties:</u>

- 4. In the position of EMS Interview Panel Coordinator (IPC), the employee will assume the accountability and responsibility maintaining a qualified interview panel.
- 5. The EMS Interview Panel Coordinator (IPC) will be responsible for maintaining a positive, safe work environment and maintaining morale within the panel.
- 6. The EMS IPC performs a variety of technical and interagency work in planning, organizing and leading the panel interviews.
- 7. The EMS IPC will help schedule the interviews by setting up the interviews on days that are most beneficial to all parties involved.
- 8. The EMS IPC is responsible for making sure the new hires experience a professional and safe interview with EMSLC.
- The EMS IPC will make sure all new hires are scheduled for the written and skills test.
- 10. Employment applications will be reviewed by the IPC and inspected for accuracy and vetted to make sure the applicant is qualified to interview for the position they claim.

## Q. Duties & Responsibilities:

- 1. Plans, directs and exercises general supervision of the interview process.
- 2. Develops work assignments to complete tasks/duties as assigned by the Deputy Director and/or the Executive Director.
- 3. Ensures that the interview process is done in a timely manner.
- 4. Maintains a variety of sensitive data and records regarding interview activities both individual and departmental, are confidential and safe at Central Station in the Administration offices. Prepares reports as requested.
- 5. Acts as an intermediary between new hire candidates and EMSLC, as needed.
- 6. Carries out all duties in conformance with Federal, State, County and local laws and EMS Medical Control Authority.
- 7. Assists in other departmental administrative activities as assigned.

## R. <u>Peripheral Duties:</u>

- 1. These examples of duties are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.
- 2. The EMS Interview Panel Coordinator must be an EMS of LeFlore County system active, licensed EMT or higher. He / She must remain in a good standing with EMSLC Medical Control and Administration. He / She shall

communicate with the Director, Deputy Director, the chain of command, and EMS Provider team.

## S. <u>Minimum Education and Experience:</u>

- 1. High School graduate or GED equivalent.
- 2. One (1) year of experience at EMSLC. Can be waived if the only applicant is less than one year, and administration believes they are qualified to hold the position.
- 3. Licensed by the Oklahoma Department of Health and the National Registry.
- 4. Possess NIMS 100, 200, 700, and 800.
- 5. In good standing with EMSLC.
- 6. Possession of a valid State Driver's License

### T. <u>Knowledge, Skills and Abilit</u>ies:

- 1. Working knowledge of modern EMS instructional principles, procedures, techniques and equipment. Demonstrates knowledge of applicable laws, departmental standard operating procedures and regulations.
- 2. Skill in the EMS operation and EMS equipment, radio, pager, office equipment, audio/visual equipment.
- 3. Ability to perform various data entry responsibilities in Microsoft Office Software products and related software. Assist with the compilation of and preparation of various reports, and function specific to EMS Department.
- 4. Ability to effectively apply instructional techniques.
- 5. Ability to communicate verbal and written instructions.
- Ability to establish working relationships with employees, other agencies, and the public.
- 7. Ability to read, write and comprehend the English language.
- 8. Ability to meet departmental standards for clinical care.
- 9. Must be of good moral character and temperament and possess industrious habits.

## U. <u>Compensation:</u>

- 1. The Interview Panel Coordinator will be paid \$0.25 per hour increase if they do not already hold any other title in the Chain of Command Incentive Pay policy. If the employee is already a Captain or Lieutenant, this will be considered their sub-job.
- 2. If the IPC is relieved of command/demoted, or resigns from the position, they will have whatever initial amount they were paid for this position, removed from their hourly pay.

#### DISCLAIMER:

The information provided in this description has been designed to indicate the general nature and level of work performed by employees within this position. It is not designed to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees assigned to this position. Administration has the sole discretion to add or modify the duties of the position and to designate other functions as essential at any time. This position description is not an employment agreement or contract.

## ACKNOWLEDGMENT:

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of EMSLC. I also understand that if employed by EMSLC, I am employed as an at-will employee and that EMSLC or I may terminate the employment relationship at any time, without notice, and for any lawful reasons.



# Family Medical Leave Act (FMLA)

**<u>Purpose</u>**: To allow employees a leave of absence for certain family and medical related issues.

**Policy:** The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons.

<u>COVERED EMPLOYERS</u>: The FMLA only applies to employers that meet certain criteria. A covered employer is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer.
- Any public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

Procedure:

### I. Eligibility for Medical Leave.

Only <mark>eligible em</mark>ployees are entitled to take FMLA leave. An eligible employe<mark>e is one w</mark>ho:

- Works for a covered employer;
- Has worked for the employer for at least 12 months;
- Has at least 1,250 hours of service for the employer during the 12 month period immediately preceding the leave\*; and

• Works at a location where the employer has at least 50 employees within 75 miles. \* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count unless the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists"

### II. Process for Taking Leave.

- Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons provided they fill out proper paperwork and fulfill all requirements:
  - The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
  - To care for a spouse, son, daughter, or parent who has a serious health condition;
  - For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
  - For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA. Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval. Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

The Family and Medical Leave Act (FMLA) entitles an eligible employee to take up to 12 workweeks of job-protected unpaid leave for the birth or placement of a son or daughter, to bond with a newborn or newly placed son or daughter, or to care for a son or daughter with a serious health condition.

#### FMLA definition of "son or daughter"

The FMLA defines a "son or daughter" as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. See 29 USC 2611(12). The broad definition of "son or daughter" is intended to reflect the reality that many children in the United States live with a parent other than their biological father and mother. Under the FMLA, an employee who actually has day-to-day responsibility for caring for a child may be entitled to leave even if the employee does not have a biological or legal relationship to the

child. The definition of "son or daughter" is limited to children under the age of 18 or 18 years of age or older and incapable of self-care because of a mental or physical disability. See 29 USC 2612(12). The FMLA military leave provisions have specific definitions of son or daughter that are unique to those provisions.

Other conditions or situations that may be eligible for FMLA are listed on the U.S. Department of Labor website at the following address: <u>https://www.dol.gov/agencies/whd/fmla/factsheets</u>.

b. The employee must provide proper notice of the need for leave.

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request.

- Employees generally must request leave 30 days in advance when the need for leave is foreseeable.
- When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.
- When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. See Fact Sheet 28E: Employee Notice Requirements under the FMLA.

Covere<mark>d employe</mark>rs must:

(1) Post a notice explaining rights and responsibilities under the FMLA. Covered employers may be subject to a civil money penalty for willful failure to post. For current penalty amounts, see <u>www.dol.gov/whd/fmla/applicable\_laws.htm</u>;

(2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

(3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and

(4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or

third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA.

#### III. Terms and Conditions of Leave.

a. Employees on approved Family/Medical leave must provide a return-to-work certification.

1. If the employee's leave is because of his or her own serious health condition, except in the case of intermittent leave, the employee is required to provide medical certification that he or she is fit to resume work.

2. Employees failing to provide the Return-to-Work Medical Certification Form will not be permitted to resume work until the form is provided.

b. Employees are not permitted to be employed elsewhere while on approved Family/Medical leave. An employee who takes another job for another employer while on Family/Medical leave or any other authorized leave of absence with EMS of LeFlore County is subject to discipline, up to and including termination.

#### FITNESS-FOR-DUTY

The employer may have a policy or practice that requires employees in similar job positions who take leave for similar health conditions to provide a return to work, or "fitness-forduty," certification from the employee's health care provider showing that the employee is able to resume work. The employer may request a fitness-for-duty certification *only* with regard to the particular health condition that caused the employee's need for FMLA leave. If the employer will require a fitness-for-duty certification, it must provide notice of that requirement and whether the certification must address the employee's ability to perform the essential functions of his or her job with the FMLA designation notice.

In general, a fitness-for-duty certification may not be required for each absence taken on an intermittent or reduced leave schedule. However, if the employer has a reasonable belief that the employee's return to work presents a significant risk of harm to the employee or to others, the employer may require a fitness-for-duty certification up to once every 30 days.

As long as the employer has provided the required notice regarding any fitness-for-duty certification requirement, the employee's return to work may be delayed until the fitness-for-duty certification is provided. An employer may contact an employee's health care provider to clarify or authenticate a fitness-for-duty certification, but cannot delay the employee's return to work while making that contact. An employer may not require second or third opinions for a fitness-for-duty certification. The employee is responsible for paying any cost of obtaining the fitness-for-duty certification. If State or local law or collective bargaining agreement governs an employee's return to work, those provisions must be applied.

#### **Benefits Other than Health Insurance**

An employee's rights to benefits other than group health insurance while on FMLA leave depend upon the employer's established policies. Any benefits that would be maintained while the employee is on other forms of leave, including paid leave if the employee substitutes accrued paid leave during FMLA leave, must be maintained while the employee is on FMLA leave. FS 28A 2 Substitution of Paid Leave FMLA entitles eligible employees to take unpaid leave. Under certain conditions, employees may "substitute," or run at the same time as their FMLA leave, accrued paid leave (such as sick or vacation leave) to cover some or all of the period of FMLA leave. An employer may also require employees to substitute accrued paid leave for unpaid FMLA leave even when the employee has not elected to do so. In order to substitute accrued paid leave, the employee must follow the employer's normal rules for the use of that type of leave, such as submitting a leave form or providing advance notice. If an employee does not meet the requirements to take paid leave under the employer's normal leave policies, the employee may still take unpaid FMLA leave. Paid leave taken for reasons that do not qualify for FMLA leave does not count against the employee's FMLA leave entitlement.

### PROTECTIONS UPON RETURN FROM FMLA LEAVE (JOB RESTORATION):

When an employee returns from FMLA leave, he or she must be restored to the same job or to an "equivalent job". The employee is not guaranteed the actual job held prior to the leave. An equivalent job means a job that is virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions (including shift and location). Equivalent pay includes the same or equivalent pay premiums, such as a shift differential, and the same opportunity for overtime as the job held prior to FMLA leave. An employee is entitled to any unconditional pay increases that occurred while he or she was on FMLA leave, such as cost of living increases. Pay increases conditioned upon seniority, length of service, or work performed must be granted only if employees taking the same type of leave for non-FMLA reasons receive the increases. Equivalent pay includes any unconditional bonuses or payments. If an employee does not meet a specific goal for achieving a bonus because of taking FMLA leave, however, the employer must only pay the bonus if employees taking the same type of leave for non-FMLA reasons receive it. For example, if an employee is substituting accrued paid sick leave for unpaid FMLA leave and other employees on paid sick leave are entitled to the bonus, then the employee taking FMLA-protected leave concurrently with sick leave must also receive the bonus. All benefits an employee had accrued prior to a period of FMLA leave must be restored to the employee when he or she returns from leave. An employee returning from FMLA leave cannot be required to requalify for any benefits the employee enjoyed before the leave began.

#### LIMITATIONS TO FMLA PROTECTIONS:

An employee on FMLA leave is not protected from actions that would have affected him or her if the employee was not on FMLA leave. For example, if a shift has been eliminated, or overtime has been decreased, an employee would not be entitled to return to work that shift or the original overtime hours. If an employee is laid off during the period of FMLA leave, the employer must be able to show that the employee would not have been employed at the time of reinstatement. An employer may also deny restoration to a "key" employee under certain circumstances. A key employee is a salaried, FMLA-eligible employee who is among the highest-paid 10 percent of all of the employer's employees within 75 miles. To deny restoration to a key employee, an employer must have determined that substantial and grievous economic injury to its operations would result from the restoration, must have provided notice to the employee that he or she is a key employee and that restoration will be denied, and must provide the employee a reasonable opportunity to return to work.

### IV. Impact of Leave on Medical and Other Benefits.

1. If paid leave is substituted for unpaid Family/Medical leave, EMS of LeFlore County may deduct the employee's portion of the health premium as a regular payroll deduction.

2. If the leave is unpaid, the employee must pay his/her portion of the premium by issuing a check to EMS of LeFlore County no later than the 1st day of each month the employee is on approved leave.

3. The employee's elective benefits coverage will cease the 1<sup>st</sup> of the month that the employee's part of premium is not received.

A. If th<mark>e payment</mark> is not received, EMS of LeFlore County will call the employe<mark>e indicatin</mark>g the pr<mark>emium is d</mark>ue.

B. If EMS of LeFlore County does not receive the co-payment from the employee within 2 days after the call, the employee's coverage will cease at the end of the month that full payment was received.

C. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse EMS of LeFlore County for the cost of the health benefit premiums paid by EMS of LeFlore County for maintaining coverage during the employee's unpaid leave, unless the employee is unable to return to work due to the employee's serious health condition, or other circumstances beyond the employee's control.

### V. Misrepresentation of Leave.

a. If it is discovered that a leave of absence granted for a specific purpose is not being used for that purpose, EMS of LeFlore County may cancel the leave and direct the employee to return to work.

b. An employee who fraudulently obtains leave is not protected by the FMLA's job restoration or maintenance of health benefits provisions.

c. Any employee who misrepresents the purpose for which leave is taken may be subject to disciplinary action, up to and including termination.

#### VI. Return to work.

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

### VII. Failure to Return to Work.

a. An employee who fails to return to work at the expiration or cancellation of an approved Family/Medical leave, without satisfactory explanation is considered to have resigned from his or her position with EMS of LeFlore County.

**ENFORCEMENT** It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any 4 proceeding, related to the FMLA. See Fact Sheet 77B. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division.

#### U.S. Department of Labor Wage and Hour Division Notice

### Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

#### **COVERED EMPLOYERS**

The FMLA only applies to employers that meet certain criteria. A covered employer is a: • Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer; • Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or • Public or private elementary or secondary school, regardless of the number of employees it employs.

#### ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An eligible employee is one who: • Works for a covered employer;

• Has worked for the employer for at least 12 months;

• Has at least 1,250 hours of service for the employer during the 12 month period immediately preceding the leave\*; and

• Works at a location where the employer has at least 50 employees within 75 miles.

\* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count unless the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

#### <u>LEAV<mark>E ENTITL</mark>EMENT</u>

Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:

• The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;

• To care for a spouse, son, daughter, or parent who has a serious health condition;

• For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or

• For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced chedule leave requires the employer's approval. Under certain conditions, employees may choose,

or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

### **NOTICE**

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. See Fact Sheet 28E: Employee Notice Requirements under the FMLA.

(1) Post a notice explaining rights and responsibilities under the FMLA. Covered employers may be subject to a civil money penalty for willful failure to post. For current penalty amounts, see www.dol.gov/whd/fmla/applicable\_laws.htm;

(2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

(3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement. See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

#### **CERTIFICATION**

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

### JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act.

#### **OTHER PROVISIONS**

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

#### **ENFORCEMENT**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to the FMLA. See Fact Sheet 77B. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

#### <u>Protec<mark>tions for I</mark>ndividuals under the FMLA</u>

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, 1-866-4-USWAGE (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

## **Break Time for Nursing Mothers under the FLSA**

**Purpose:** To allow employees who are nursing mothers a reasonable break time to express breastmilk for her nursing child for 1 year after the child's birth each time such employee has need to express the milk.

EMS of Leflore County will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

The FLSA requirement of break time for nursing mothers to express breast milk does not preempt State laws that provide greater protections to employees (for example, providing compensated break time, providing break time for exempt employees, or providing break time beyond 1 year after the child's birth).

### <u>Time and Location of Breaks:</u>

Employers are required to provide a reasonable amount of break time to express milk as frequently as needed by the nursing mother. The frequency of breaks needed to express milk as well as the duration of each break will likely vary. A bathroom, even if private, is not a permissible location under the Act. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public.

#### Coverage and Compensation

Only employees who are not exempt from section 7, which includes the FLSA's overtime pay requirements, are entitled to breaks to express milk. While employers are not required under the FLSA to provide breaks to nursing mothers who are exempt from the requirements of Section 7, they may be obligated to provide such breaks under State laws. FS 73 Employers with fewer than 50 employees are not subject to the FLSA break time requirement if compliance with the provision would impose an undue hardship. Whether compliance would be an undue hardship is determined by looking at the difficulty or expense of compliance for a specific employer in comparison to the size, financial resources, nature, and structure of the employer's business. All employees who work for the covered employer, regardless of work site, are counted when determining whether this exemption may apply. Employers are not required under the FLSA to compensate nursing mothers for breaks taken for the purpose of expressing milk. However, where employers already provide compensated breaks, an employee who uses that break time to express milk must be compensated in the same way that other employees are compensated for break time. In addition, the FLSA's general requirement that the employee must be completely relieved from duty or else the time must be compensated as work time applies.

#### **FLSA Prohibitions on Retaliation**

Section 15(a)(3) of the FLSA states that it is a violation for any person to "discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee." Employees are protected regardless of whether the complaint is made orally or in writing. Complaints made to the Wage and Hour Division are protected, and most courts have ruled that internal complaints to an employer are also protected. Any employee who is "discharged or in any other manner discriminated against" because, for instance, he or she has filed a complaint or cooperated in an investigation, may file a retaliation complaint with the Wage and Hour Division or may file a private cause of action seeking appropriate remedies including, but not limited to, employment, reinstatement, lost wages and an additional equal amount as liquidated damages.



## **Garnishment of Wages**

**<u>Purpose</u>**: To comply with applicable law and any valid claim against an employee by garnishing wages when required.

**Policy:** EMS of LeFlore County will deduct and forward to appropriate persons any amount of an employee's wages that have been ordered to be garnished by a court or other appropriate authority.

#### Procedure:

- I. Standards.
  - a. EMS of LeFlore County recognizes that routinely, a child support order, alimony payment, debt, or other legally valid claim against an employee's wages may exist.
  - b. Where such a valid claim is received against the wages of an EMS of LeFlore County employee, the subject employee will be notified about the amount and details of the garnishment or wage order.
  - c. EMS of LeFlore County is required by law to deduct the garnished amount from the employee's pay, and forward that amount to the party referenced in the order.
  - d. EMS of LeFlore County will never ignore an order, or fail to deduct a garnished amount, as long as the order remains in effect.
  - e. Under no circumstances will EMS of LeFlore County offer wage "advances" to employees. This especially applies in situations where there is a garnishment order and the "take-home" pay is significantly reduced.

## **Health Insurance & Continuation of Health Care Insurance Under COBRA**

**<u>Purpose</u>:** To maintain the health and well-being of employees and families through continuation of health care benefits when an employee is not working and a COBRA qualifying event has occurred.

**Policy:** EMS of LeFlore County will provide health insurance benefits to employees eligible to participate and will continue health insurance benefits for eligible employees in accordance with federal regulations and this Policy.

#### Procedure:

#### I. Health Insurance.

a. **EMS of LeFlore** County, in the interest of providing quality benefits and maintaining the health, safety, and well-being of its employees, provides health insurance to its employees and families.

#### II. Eligibility.

a.

- Effective full time hire date, employees are eligible to participate in EMS of LeFlore County group health insurance. The program currently covers 100% of the employee's health care insurance premium, but this coverage could change at the sole discretion of management. Additional insurance for family and/or children can be purchased for an additional charge to the employee.
- b. Because of the nature of our work, and the need for healthy personnel staffing our ambulances, we require that insurance coverage be held by all employees. We recognize that you may not desire the health plan that we offer. Employees who can provide proof of insurance from another source may opt out of the insurance coverage.

#### III. Additional Coverage Under COBRA.

- a. Eligible employees and dependents enrolled in the EMS of LeFlore County group health insurance plan (provided that it is a covered plan under COBRA) are eligible for continued participation for a temporary period (usually up to eighteen (18) months) in specific circumstances where the coverage would otherwise end.
- b. COBRA provides for temporary coverage for a specific period of time, at the expense of the employee, for cost of premiums and the continuation of coverage depends on the qualifying event. Such qualifying events include:
  - 1. Voluntary or involuntary separation from employment of the covered employee, for reasons other than gross misconduct.
  - 2. Death of the covered employee.

- 3. Reduction in the number of hours worked by the covered employee.
- 4. Divorce.

4.

5.

6.

- 5. Medicare entitlement.
- 6. Loss of dependent child.
- c. Once eligible, COBRA coverage shall continue unless one of the following occurs:
  - 1. Employee becomes covered under another health plan.
  - 2. Maximum coverage date has been met (36 months after the qualifying event).
  - 3. Timely payment is not made.
    - The employer health plan ceases to exist.
    - The employee becomes eligible for Medicare.
    - Termination of coverage by EMS of LeFlore County due to, for example, filing of a false claim.
- d. All employees are encouraged to consult with his or her supervisor with any questions regarding continuation of coverage. The supervisor is asked to direct the employee to the appropriate person within EMS of LeFlore County to address the concerns of the employee.

## Holiday Time

**<u>Purpose</u>**: To offer certain holidays as paid time off to employees for relaxation and to spend time with family and friends.

**Policy:** Despite the 24-hour nature of our operation, EMS of LeFlore County will recognize certain days as holidays and will provide the day as a paid day off for office staff, and provide holiday pay for those employees who must work the holiday.

#### Procedure:

- I. Standards.
  - a. The following days shall be considered paid holidays for field staff:

New Year's Day Easter Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

Office staff will observe the same as the courthouse, with the exception of election days. Office staff will observe Columbus Day instead..

- b. A holiday begins at 0000 hrs and concludes as 23:59 on the assigned day.
- c. Holiday pay is double time.
- d. Since most of our shifts are twenty-four (24) hour shifts, employees who work on a recognized holiday will be paid holiday pay.

#### II. Reporting Holiday Time.

- a. All employees must clearly document any time they worked on an official paid holiday.
- b. Holiday pay will be automatically calculated for all employees and will be paid in the pay period in which the holiday occurs.

## **Introductory Period**

**<u>Purpose</u>**: To ensure proper training of new personnel so that they are properly acclimated to the organization and to determine if the mutual relationship between EMS of LeFlore County and the staff member should continue.

**Policy:** All new hires of EMS of LeFlore County will participate in a six (6) month introductory period. The employee will be evaluated during this time, and at the end of the period a determination will be made as to whether the employment will continue.

#### Procedure:

- I. Standards.
  - a. During the first six (6) months of employment, qualifications and abilities are carefully evaluated relative to work assignments and our environment. Supervisors will provide employees with information about standards and expectations that are required for each job. All employees are encouraged to ask questions and get clarifications of policies and expectations.
  - b. During the initial Introductory Period, and any time thereafter, employment may be terminated at the option of either the employee or of EMS of LeFlore County.
  - c. Employees will be evaluated at the conclusion of the Introductory Period, at which time all relevant training should be completed.
  - d. During the Introductory Period, all employees are expected to become familiar with EMS of LeFlore County policies, including those outlined in this Handbook.
  - e. In exceptional circumstances the Introductory Period may be extended an additional 90 days.

## Jury Duty Leave

**<u>Purpose</u>**: To accommodate employees called for civic duty.

**Policy:** EMS of LeFlore County shall permit employees called for jury duty to serve, without negatively impacting their employment status or benefits, and to compensate them accordingly.

### Procedure:

I. Standards.

1.

2.

- a. Employees are encouraged to fulfill their civic responsibilities by serving jury duty when required.
  - Personnel on jury duty will receive compensation from EMS of LeFlore County, for regular scheduled shifts, for time in court. Employee must return to shift upon being released from court, unless A.L. time has been requested. Employee will be punched in at start of court.
  - Employees are not required to use accumulated leave time to serve on jury duty.
- b. Any employee that has been called for jury duty must provide notice to his or her supervisor, as soon as notified by the court.
- c. If it is determined that serving jury duty will create an operational hardship, EMS of LeFlore County may make efforts to ask to have the person excused from such service, if the employee agrees.
- d. All other benefits will be covered and will accrue during any jury duty leave as if the employee was continually working.
  - e. The employee must provide verification of the jury duty leave, including official court attendance verification.

### Longevity Pay

**Purpose:** To provide an incentive to employees for dedication to the EMS District

**Policy:** In accordance with 74 OS 805.2, EMS of LeFlore provides an incentive for employees after two (2) years of continuous full time employment.

#### Procedure:

- I. Standards.
  - a. All employees are eligible for longevity after 2 years of continuous full time employment.
  - b. Longevity will be computed from the starting date of full time employment and based on the number of years completed from that date.
  - c. Longevity benefits are issued in November.
  - d. If an employee terminates employment prior to the issuance of the last November payroll, the employee is not eligible for longevity payment.
  - e. In order to be eligible, the employee must maintain continuous full time employment. Any lapse in fulltime employment will result in the employee starting over in the count. Authorized leave will not be counted against an individual.
  - f. Longevity and other such benefits may be suspended at any time upon advise of the Executive Director and/or the Board of EMS of LeFlore County.

Years of Service	Amount Awarded
2-3	250.00
4-5	426.00
6-7	626.00
8-9	850.00
10-11	1062.00
12-13	1250.00
14-15	1500.00
16-17	1688.00
18-19	1900.00
20 or more	2000.00

Incentive

For each additional two (2) years of service after the first twenty (20) years an additional Two Hundred Dollars (\$200.00) shall be added to the amount stated above for twenty (20) years of service.

## <u>Military Leave</u>

**<u>Purpose</u>**: To recognize non-career military service obligations, and comply with federal laws concerning such military service obligations.

**Policy:** EMS of LeFlore County shall permit employees with military obligations to temporarily be excused from employment without affecting their full time non-military career.

#### Procedure:

- I. Background.
  - a. The Uniformed Services Employment and Reemployment Rights Act (USERRA), provides protection to employees of EMS of LeFlore County who still actively engage in certain military activities.
  - b. Employees of EMS of LeFlore County who also serve in the Army, Air Force, Navy, Marine Corps, Coast Guard, the respective reserves for these military branches, the National Guard, other National Disaster Medical System commissioned employees, or others as designated by the President are covered under this Policy.
  - c. Under this law, any person who has performed, applies to perform, or has an obligation to perform services in a uniformed service shall not be denied:
    - 1. Initial employment.
    - 2. Reemployment.
    - **3.** Retention of employment.
    - 4. Promotion.
    - 5. Any benefit of the employer.
  - d. Any employee shall not be subject to discipline or retaliation based upon:
    - 1. Action taken to enforce USERRA protections.
    - 2. Testimony related to USERRA leaves.
    - 3. Investigation related to a leave covered under USERRA.
    - 4. Exercise of USERRA rights.
  - e. Military leave includes active service, inactive or active training, or other national guard training, service, or other requirements, as outlined under the law.

- f. Cumulative absence for military service shall not exceed five (5) years, with certain exceptions as described in USERRA. USERRA rights are no longer available after five years of military leave have been used.
- g. Entitlement to protection under USERRA terminates upon separation from the uniformed service for dishonorable discharge, dismissal, or dropping from military rolls as outlined by law.

#### II. Requesting Military Leave.

- a. An employee shall provide advance notice to his or her supervisor as soon as they are aware of the dates they will be on military duty so that arrangements can be made for replacements during this absence, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
- b. Copies of the military order indicating the need for military duty leave must be provided.

Unless specific notice is received that there is no intent to return to work, a request for a military leave of absence will presume that there is an intent to return to employment.

#### III. Benefits While on Leave.

c.

- a. Employees on military leave will be permitted straight time pay for any shifts that were to fall on dates that an employee is on drill or on a military related training lasting less than 30 days in length. Should an employee become active, or should a training last longer than 30 days... then no pay from EMSLC will be provided.
- b. Employees are permitted to maintain health insurance coverage for up to 24 months while on military leave. EMS of LeFlore County may require you to pay for the cost of such health insurance (at a rate permitted by law). If coverage lapses, and/or upon reinstatement, the employee should be entitled to the same health insurance benefits he or she would have been entitled had the military leave not occurred (without any waiting period, or pre-existing condition exclusions being applied).
- c. All seniority dates and benefits will be retained during a military leave as though you remained continually employed, except that actual "workingtime" benefits will not accrue, as military service time will not count as "working-time."
- d. EMS of LeFlore County contributions to an employee retirement plan may continue. Upon your return to work after a military leave, you may be required to contribute to the retirement fund for the time spent on military leave.

#### **IV.** Returning from Military Leave.

2.

3.

4.

- a. Employees returning from military leave are entitled to be placed into a position they would have been employed if they had not taken the military leave (or, in some cases, a similar position they are qualified to perform or equivalent pay and seniority.) To qualify for reinstatement:
  - 1. Employees on military leave for up to 30 days will be reinstated upon reporting to EMS of LeFlore County to work for the first regularly scheduled shift after the end of the military service (or as soon as possible allowing for safe transport).
    - Employees on military leave for 30 180 days can be reinstated when providing a request for reinstatement within 14 days after the end of the military service (or as soon as possible where delay may be necessary based upon no fault of the employee).
      - Employees serving 180 days or more can be reinstated when providing a request for reinstatement within 90 days after the end of the military service.
    - In cases where an employee was hospitalized or is recovering from a military-related illness or injury, he or she shall be entitled to request reinstatement after recovery has occurred, provided that the recovery is not longer than two years.
- b. Failure to report under the timelines outlined above shall not forfeit reinstatement rights, but can lead to discipline based upon standard EMS of LeFlore County discipline in accordance with absenteeism policies.
- c. To the extent that refresher and/or retraining courses are required to meet required level of knowledge for a position, EMS of LeFlore County will make reasonable efforts to help the employee meet such requirements.
- d. Any employee who has been reemployed following military leave cannot be discharged without "cause" for one year after the reinstatement if the military service was at least 181 days, and for 180 days after the reinstatement if the military service was between 30 and 180 days.
- e. EMS of LeFlore County is not required to reinstate employees if circumstances have changed to the extent that reinstatement is impossible, or if, based upon the type or nature of employment, reinstatement was not expected.
- f. To the extent that you suffer a service-related disability, EMS of LeFlore County will make reasonable accommodations, including re-employment in a different position of equal seniority, status, and pay when the disability prevents you from performing in your original capacity.

## <u>Nepotism</u>

**<u>Purpose</u>**: To prevent conflicts of interest and other problems that may occur when multiple family members are associated with the organization.

**Policy:** EMS of LeFlore County shall not employ relatives of existing paid personnel or members of the Board of Directors, except in limited circumstances and only in cases where potential conflict is minimal.

#### Procedure:

- I. Standards.
  - a. The employment of relatives in the organization may cause serious conflicts and problems with favoritism and morale, and claims of partiality in treatment at work, as personal conflicts from outside the work environment can be carried into day-to-day working relationships.
  - b. As a general rule, EMS of LeFlore County will not employ relatives of existing employees. In some situations, relatives may be employed if the employee is not directly supervised by the relative or if management determines the potential for conflict is minimal.
  - c. If the relative relationship is established after employment has begun, management will determine if the relationship poses a conflict. If the decision is that one relative must change positions, modify work schedule, or resign, EMS of LeFlore County will permit the individuals concerned to decide which one will make the change. If that decision is not made within 30 calendar days, management will decide, and will make that decision in a nondiscriminatory manner.
  - d. For the purposes of this Policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g. adoptive parent and child relationship).

## **Orientation Program**

**<u>Purpose</u>:** To help new employees become accustomed to EMS of LeFlore County and how it operates, and to ensure that they have the opportunity to learn all relevant Policies and Procedures.

**Policy:** EMS of LeFlore County will provide initial orientation training and will monitor new staff member performances during the six-month Introductory Period.

#### Procedure:

- I. Standards.
  - a. The Orientation Program is designed to help all employees become familiar with essential operating procedures, patient care protocols, and policies of EMS of LeFlore County, and runs concurrent with the six (6) month Introductory Period.
  - b. As part of the Orientation Program, all employees will receive information about the requirements of the position, compensation and benefits, policies, and other relevant information regarding both employment and patient care.
  - c. During the Orientation Program, new employees are expected to attend all mandatory and other scheduled training sessions. Training sessions may include such topics as patient care, HIPAA and patient privacy, legal compliance, and other relevant patient care and employment related topics.
  - d. Employees are encouraged to ask questions about their employment or the policies of EMS of LeFlore County during any of the Orientation Programs. Even after the Orientation Program and Introductory Period ends, employees are encouraged to voice their concerns and pose questions to their supervisor or other member of management.
  - e. At the conclusion of the Orientation Program, you will meet with your supervisor to determine if your employment will be continued beyond the Introductory Period. Successful completion of the Introductory Period and completion of all Orientation Program training does not guarantee permanent employment or alter in any way the at-will employment relationship.

## <u>Overtime</u>

**<u>Purpose</u>**: To comply with state and federal laws concerning pay practices.

**Policy:** EMS of LeFlore County will pay non-exempt employees overtime if they work more than 40 hours in a work week in accordance with the US Department of Labor standards.

#### Procedure:

#### I. Eligibility.

- a. All non-exempt career personnel can be eligible for overtime payments.
- b. Any and all work actually performed in excess of forty (40) hours in a week will be paid at a rate of one and one half times the employee's regular rate.
  - Time spent on vacation, sick, holiday, or personal days will not count as hours worked, and will not be eligible in either calculating the number of hours worked in the week, or in making overtime payments.

#### II. Standards.

c.

- a. Due to operational demands, emergencies, weather conditions, or other job requirements, overtime work may be required.
- b. All overtime worked must receive the supervisor's authorization.
- c. All employees should be willing to work and make accommodations as necessary in the interest of patient care and the needs of EMS of LeFlore County, especially in regard to having adequate coverage for its ambulances.
- d. All hours worked must be properly documented to ensure proper payment calculation, including overtime, where applicable.

## EMSLC Tuition Assistance Program

**Purpose:** To help pay tuition for candidates to go to an EMR, EMT, Advanced, or a Paramedic program (hereby collectively referred to as "EMS school") and become licensed EMS providers for the betterment of themselves, the citizens of Leflore County, and EMS of Leflore County.

**Policy:** The employee can apply to request EMS of Leflore County to pay for up to 3/4<sup>th</sup> of their EMS school tuition in exchange for 2 years of continuous fulltime employment starting from the date they clear EMSLC field training.

Unless approved by the EMS Board, Kiamichi Technology Center will be the only training institution approved for tuition assistance under this agreement.

The EMS Board for Leflore County will make the final decision on who receives tuition assistance, after reviewing the applications.

- I. <u>Employee obligation.</u> By signing the agreement under this program, the employee agrees that they will successfully complete all aspects of the EMS program, all certifications required to be able to sit for the Registry test, take, and pass the National Registry exams, and become an NREMT and Oklahoma EMS provider in a timely manner.
  - a. **Timeline.** The employee agrees to the above obligations and agrees to finish the above obligations in a timely manner. The employee is expected to test for the National Registry within two months after becoming certified by the training institution. If the employee fails to meet the time frames allowed by the training institution or EMS of Leflore County, this agreement will be considered breached, and at that time, the employee agrees to be responsible for the immediate repayment of all tuition paid for by EMS of Leflore County.
    - i. If there are circumstances that prevent the employee from testing within two months of passing EMS school, the employee must notify the EMSLC Executive Director in writing of the circumstance(s). It is at the sole discretion of EMS of Leflore County as to whether the reason(s) for the circumstance(s) reported by the employee will be accepted to prevent breach of the agreement for the above timelines. If the reason(s) for the circumstance(s) are accepted by EMSLC, a new timeline can be directed. If they are rejected by EMSLC, the employee will be responsible for the immediate repayment of all tuition paid for by EMS of Leflore County.

- b. The employee agrees they will inform EMS of Leflore County of all other assistance received for the purposes of paying for EMS school. Failure to do so will be considered a breach of this agreement.
- c. The employee is responsible for complete review and understanding of this policy, filling out and turning in an application, and writing a short letter to the EMS board describing why they should be considered for tuition assistance, and how tuition assistance will help them obtain their EMS license.
- II. <u>EMSLC obligation</u>. EMS of Leflore County will agree to pay up to 3/4<sup>th</sup> of the tuition owed for the employee to go to or finish EMS school if they comply with the stipulations of this agreement. The remaining amount will be the responsibility of the employee.
  - a. The employee understands it is their responsibility to pay the remaining 25% of the EMS school tuition in an appropriate and timely manner. If the employee fails to meet their obligation to pay their portion in a timely manner, causing it to affect their ability to test for and pass all certifications and licensures in a timely manner, the employee will be considered in breach of this agreement and will be required to immediately pay back all tuition paid by EMS of Leflore County.
  - b. The amount to be paid back will not be prorated. The entire amount paid by EMS of Leflore County will be due immediately if the employee fails to meet their obligations defined in this policy.
  - c. EMS of Leflore County will not pay for tuition already paid for by someone else or another entity.
  - d. If the employee is in good standing, EMS of Leflore County has the option of offering to pay the 25% of tuition owed by the employee if the employee agrees to pay it back by automatic paycheck deduction per pay period, at a minimum amount of \$25.00/paycheck.
- **III.** <u>Employment status.</u> If the employee is separated from employment voluntarily or involuntarily, the employee will be responsible for payment of all tuitions paid for by EMS of Leflore County.
  - a. The employee understands that upon separation from employment, EMSLC reserves the right to withhold any amount owed from their last paycheck or monies, as applicable by law. Any final paperwork will be held as applicable by law until the amount is paid or a payment plan is agreed upon.
  - b. EMSLC reserves the right to set up payments for reimbursement of tuition if the employment is separated in good standing, or if EMSLC deems necessary.

- In the event payments are set up and they are not paid in a timely manner, the employee agrees to pay late fees at 18% per year (1.5% per month), and further agrees to be responsible for any reasonable collection and/or attorney fees if needed.
- c. The employee agrees that they are not on the clock for EMSLC for any school time related to EMS school.
- d. The employee agrees that this agreement does not in any way constitute a right to employment of any form. The employee agrees that they are an "at will" employee for no fixed period of time.

**IV.**This program can be suspended or reinstated as needed, at any time.



# **EMS of Leflore County Tuition Agreement**

Employee Name:

Program Start Date:

<u>Cost of program:</u>

Amount requested by the employee:

Are you a registered member of a Native American Tribe? Yes No

This tuition assistance program offered by EMS of Leflore County will help pay up to 75% of your EMS school tuition currently owed. By signing this agreement, you agree to pay all remaining balances owed to your training institution in a timely manner, so as not to delay your certification or licensure. In exchange for the tuition paid by EMS of Leflore County, you agree to work at fulltime status for at least 24 months from the time you clear EMS field training.

- By signing this agreement, I agree that I will successfully complete all aspects of the EMS school program, all certifications required to be able to sit for the Registry test, take, and pass the National Registry exams, and become an NREMT and Oklahoma EMS provider in a timely manner.
- 2. I also agree to test for the National Registry within two months after becoming certified by the training institution.
  - a. I agree that if I fail to meet the time frames allowed by the training institution or EMS of Leflore County, this agreement will be considered breached, and at that time, I agree to be responsible for the timely repayment of all tuition paid for by EMS of Leflore County.
  - b. If there are circumstances that prevent me from testing within two months of passing EMS school, I understand that I must notify the EMSLC Executive Director in writing of the circumstance(s). I understand it is at the sole discretion of EMS of Leflore County as to whether the reason(s) for the circumstance(s) I report will be accepted to prevent breach of the agreement for the above timelines. If the reason(s) for the circumstance(s) are accepted by EMSLC, a new timeline can be directed. If they are rejected by EMSLC, I will be responsible for the timely repayment of all tuition paid for by EMS of Leflore County.
- 3. I understand I am required to inform EMS of Leflore County of all other assistance received for the purposes of paying for EMS school. I understand that failure to present this information will be a breach of this agreement.

- 4. I understand that EMS of Leflore County is offering to pay up to 75% of my owed tuition and that I am responsible for the <u>timely</u> payment of the remaining amount owed to the training institution. Furthermore, I understand that if I fail to pay all other tuitions, fees, or other costs resulting in my being unable to finish testing requirements, this agreement will be considered breached, and I will be responsible for the timely repayment of any payments made by EMS of Leflore County on my behalf.
  - a. I understand that the amount to be paid back will not be prorated. The entire amount paid by EMS of Leflore County will be due immediately if I fail to meet my obligations defined in this agreement.
  - b. I understand and agree that if I am separated from employment voluntarily or involuntarily, I will be responsible for payment of all tuitions paid for by EMS of Leflore County. I understand that upon separation from employment, EMSLC reserves the right to withhold any amount owed from my last paycheck or monies owed to me, as applicable by law.
- 5. I understand that EMSLC, at their discretion, reserves the right to set up payments with me for reimbursement of tuition if my employment is separated in good standing, or if EMSLC deems necessary.
  - a. In the event payments are set up and they are not paid in a timely manner, I agree to pay late fees at 18% per year (1.5% per month), and I further agree to be responsible for any reasonable collection and/or attorney fees if needed.
- 6. I agree that I will not be considered on the clock for EMSLC for any school time related to EMS school.

7. I understand and agree that entrance into this program is voluntary. I attest that I have read and understand this agreement. I further understand that this agreement does not in any way constitute an employment contract of any form. I understand that my employment with EMS of Leflore County is "at will" and for no fixed period of time. I understand that EMS of Leflore County may, at its sole discretion, terminate or alter my employment status, schedule, or any other terms or conditions of employment at any time, with or without cause, and that I may quit employment with EMSLC at any time, with or without notice.

Employee Name:	
Employee Signature:	Date:
Executive Director:	
Executive Director Signature:	Date:

#### WAGE DEDUCTION AGREEMENT

EMP# \_\_\_\_\_

I (Print Name) \_\_\_\_\_\_\_ do hereby agree to have \$\_\_\_\_\_\_ deducted from each paycheck to the total of amount of \$\_\_\_\_\_\_ until paid in full for tuition paid by EMS of Leflore County. I further agree that if I will cease to be an employee of EMS of Leflore County before my obligation is fully paid, I agree to and authorize the remainder of the amount owed to be deducted from my paycheck(s). In addition, if my paychecks, plus other items due to me, including but not limited to, any PTO benefits being paid or any other monies owed, will not cover the full amount, I agree to a payment plan with EMS of Leflore County. If I fail to make the regular payments as required, I understand and agree to late fees added at 18% per annum and to pay any reasonable collection and/or attorney fees as needed.



 \$
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 \$
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Date paid in full:
Authorizing signature:
Iotes:
ALATA MEDINE

## Pay Scale Ladder

**Purpose:** To outline standards for incentive pay and pay scale for experience and education.

**Policy:** EMS of LeFlore County shall use a clear and consistent pay procedure that is fair to all employees to determine base rate and incentives for years of experience.

#### **Procedure:**

1. Wages for staff by license level:

1000	<u>12-hour shift</u>	
a. Paramedic:	\$20.17/hr (PRN: \$12.50/hr)	
b. Advanced:	\$17.00/hr (PRN: \$17.50/hr)	
c. EMT:	\$15.00/hr (PRN: \$15.50/hr)	
d. EMR:	\$12.00/hr	

### Hourly pay increases by years of experience.

Experience	Percentage
2-3 Years	2%
4-5 Years	3%
6-7 Years	7%
8-9 Years	9%
<b>10-11</b> Years	12%
12-13 Years	14%
14-15 Years	17%
16+ Years	19%

PRN employees are not guaranteed overtime or benefits. PRN employees who elect to transition to full time employment status will lose the PRN hourly incentive pay but will begin accruing benefits at the beginning of the next month.

## Performance Review & Goal Setting

**<u>Purpose</u>**: To improve the quality of care that is provided to our patients through careful monitoring of staff performance, and to provide for wage increases to reward good job performance.

**Policy:** EMS of LeFlore County will evaluate its employees to identify strengths and weaknesses and establish goals, with the objective of improving overall job performance.

#### Procedure:

a.

- I. Job Description.
  - a. Each employee will receive a copy of his or her job description outlining the duties of that position. This includes new hires and individuals promoted to new positions within EMS of LeFlore County.

#### II. Performance Review.

EMS of LeFlore County will periodically monitor employee performance and provide informal and formal feedback based on performance evaluation criteria. Performance Feedback and Goal Setting will usually be done:

- 1. At the end of the initial Introductory Period.
- 2. During the annual review period.
- 3. At the end of a new Introductory Period following a job transfer or reassignment to new duties.
- 4. Following a significant change in job performance, for which an employee is placed on probation.
- b. Supervisors will review job descriptions with all employees at each annual performance appraisal date. At that meeting:
  - 1. An action plan will be established based for future appraisals.
  - Strengths and weaknesses, and areas that are in need of improvement will be discussed.
  - 3. An evaluation will be based upon actions as they relate to job duties, as well as personnel, patient, and outsider interactions.
  - 4. A review of any disciplinary actions, and appropriate course of action required in light of any disciplinary history may occur.

- c. Comments or disagreements with performance should be discussed openly during the review session. If an employee is not satisfied with a supervisor's explanation of a performance appraisal, he or she may review the objection with the next highest ranking official.
- d. Periodic informal review may also occur. Supervisors may provide regular verbal feedback to staff to continually monitor performance and to serve as a resource for the staff member.

### III. Merit Increases.

- a. Depending on business conditions, employees may be eligible for a merit pay increase on the yearly anniversary of the employee's date of the start of employment.
- b. Merit pay increases, if given, will be based on job performance and workplace conduct during the previous year, as determined at the annual review.
- c. Employees are not guaranteed an annual merit pay increase, as increases may not be given on a recurring basis due to financial conditions and other factors.

## **Progressive Discipline**

**<u>Purpose</u>**: To ensure that staff members adhere to all essential policies and standards of performance and behavior established by EMS of LeFlore County, including the Code of Conduct, and to initiate corrective action when those standards are not met.

**Policy:** EMS of LeFlore County will follow a progressive discipline approach whenever possible and as appropriate based upon the severity of the offense, and other important factors to help ensure compliance with established policies and standards.

### Procedure:

I. Background.

1.

2.

3.

4.

- a. Progressive Disciplinary Model.
  - EMS of LeFlore County follows a progressive discipline model. It is a structured, but flexible disciplinary plan, whereby discipline will be handled in phases, and the severity of the discipline will generally increase based upon the severity or frequency of the violation.
  - EMS of LeFlore County will use this model where appropriate and necessary, but certain violations may warrant immediate and more serious action, based upon the nature or degree of the violation and other factors.
  - Progressive discipline is accomplished through four levels of sanctions for disciplinary violations verbal warning, written warning, suspension, and termination. EMS of LeFlore County will attempt to follow this progression whenever possible, but it may skip a step or move to more serious discipline in its discretion, depending on the particular circumstances.
    - An overlying theme to administration of discipline is to ensure thorough review of each situation and to make an objective determination. Staff members subject to discipline will have an opportunity to be heard and to present their "side of the story" whenever possible, so that "due process" is provided.

### II. Standards.

- a. Depending upon the nature and severity of the offense, interviews and statements of persons involved in the incident may be required.
- b. A supervisor or other member of management will initiate corrective counseling and impose appropriate discipline if necessary after an investigation of the incident has occurred.

- c. All personnel involved in any incident investigation are expected to fully cooperate with any such investigation.
- d. Corrective counseling will be used whenever possible to correct work performance and improper conduct, or in situations where policies such as our Privacy and Compliance Policies have been violated.
- e. Disciplinary action will be imposed only when necessary, depending on the facts and circumstances of the incident. At no time will any disciplinary action be based upon race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.

## III. Levels of Violations.

1.

2.

3.

4.

- a. EMS of LeFlore County Progressive Discipline Model is structured as follows:
  - <u>Verbal warning</u>. Note is placed in the personnel file as a reminder only of the date of violation. Verbal warnings are cleared after one (1) year.
  - <u>Written warning</u>. Written documentation shall be placed in the personnel file. Written warnings are cleared after two (2) years unless additional write ups occur for the same offense.
  - Suspension without pay. Written documentation of the nature of the offense and the starting date of the suspension is placed in the personnel file.
  - Termination from employment or membership.
- b. Minor violations will typically begin with a verbal warning, while more serious violations can result in suspension or in rare cases, termination. At all times, because of the at-will nature of employment, EMS of LeFlore County reserves the right to impose any level of discipline upon any employee for any type of violation as is necessary to maintain operational integrity.

## III. Types of Violations.

- a. The following are examples of the types of conduct that can result in discipline, as imposed at the discretion of a supervisor or other member of management, based upon the degree and frequency of the offense.
  - 1. Violations of any Policy contained within this Handbook, including but not limited to:
    - Repeated absence or tardiness without prior notice.
    - Failure to maintain required personnel records.
    - Rules infractions.
    - Damage or loss of Company property due to carelessness.

- Inappropriate language or conduct toward other personnel, patients, healthcare facility staff, guests or vendors, in violation of the "Sexual and Other Harassment" Policy and Non-Discrimination Commitment.
- Violation of the "General Compliance" Policy.
- Participating in dangerous practical jokes and horseplay.
- Violation of policies pertaining to patient privacy.
- Unsatisfactory performance or conduct.
- Falsification of timekeeping or reimbursement records.
- Insubordination.
- Deliberate and willful destruction or misuse of patient information or property.
- Possession, use, or under the influence of drugs, in violation of the "Alcohol and Substance Abuse" Policy.
- Violation of the "Workplace Violence" Policy.
- Theft or other misappropriation of Company property.
- Any patient care related offense, or other violation related to licensure, certification, or term of employment, based upon EMS of LeFlore County or State EMS Agency requirements.

## IV. Documentation.

2.

a. All written warnings, investigations, and other documentation related to an incident investigation shall be retained in the staff member's personnel file.

## V. Non-work Activities.

a. Generally, EMS of LeFlore County will not initiate corrective counseling or impose discipline for actions and events that occur on non-work time. However, to the extent that unacceptable off duty conduct affects EMS of LeFlore County, or your ability to perform job duties, appropriate discipline may be imposed.

b. A supervisor or appropriate member of management shall have the discretion to impose appropriate discipline in situations where off duty activities adversely affect EMS of LeFlore County, its reputation, its obligations, or your ability to perform your job.

## <u>Rest Periods</u>

**Purpose:** To maintain high levels of quality patient care by ensuring that personnel are not overworked and are able to function effectively.

**Policy:** EMS of LeFlore County requires that all employees report to duty well rested, and able to meet the needs of the public and patients that we serve for the duration of the shift.

### Procedure:

#### I. Standards.

b.

- a. Because we provide emergency patient care, keen judgment, skill, and safe performance of job duties are required at all times. To do this, all personnel must report to work well-rested at the start of his or her scheduled shift.
  - To the extent that a second job prohibits personnel from being able to perform their duties for EMS of LeFlore County, because insufficient rest affects the quality of care, the staff member may be asked to go home, and be will not receive any pay for the remainder of the shift. Likewise, in situations where personnel appear overtired or otherwise exhausted due to insufficient rest, for any reason whatsoever, and where patient care may be affected, the personnel may be requested to return home, and be denied pay for the shift.
- c. In addition to other employment, personnel are asked to schedule other personal outside activities appropriately, so as to be well rested and alert when reporting for duty.
- d. Insufficient rest and other symptoms of exhaustion can affect the ability to perform job duties, and jeopardize the well being of patients and co-workers. In the interest of maintaining a safe work environment, and our commitment to the highest level of patient care, we expect everyone's cooperation with this Policy.
- f. A staff member who routinely arrives to work not well rested, or who shows signs of exhaustion such that patient care may be jeopardized may also face disciplinary action, up to and including termination.
- g. In the event that a crew becomes exhausted during a shift, that crew may contact their supervisor and request an uninterrupted rest period. Crews are expected to complete tasks assigned throughout their shift, but management acknowledges that there are times that a crew can become overextended and further operations may endanger the crew or the public. Supervisors have the authority to place a unit out of service for set periods of time in order to give the crew uninterrupted rest. Crews found to be abusing this privilege will be subject to disciplinary actions.

## **Reporting Workplace Injury/Workers' Compensation**

**<u>Purpose</u>**: To comply with federal and state laws concerning safety in the workplace, to protect employees from injury in the workplace, and to provide wage loss and medical benefits when a staff member is injured on the job and cannot work.

**Policy:** EMS of LeFlore County requires its employees to report all instances of injuries at the workplace so that appropriate steps may be taken. Strict adherence to this Policy is necessary to ensure appropriate benefits are provided when there is a bona fide workplace related illness or injury.

### Procedure:

### I. Standards.

1.

a.

- Any personnel suffering an injury while on-duty shall promptly advise their supervisor and complete appropriate paperwork, as required by EMS of LeFlore County and/or the relevant state agency. Injuries include, but are not limited to:
  - Injuries of any nature sustained in any EMS of LeFlore County vehicle (or personal vehicle) received while performing job duties.
  - 2. Injuries sustained as a result of moving and transporting patients.
  - 3. Injuries received as a result of patient care (i.e. needle sticks, cuts, possible infectious disease exposure).
- b. All relevant state agency reporting requirements shall apply.

#### II. Workers' Compensation Insurance.

- a. EMS of LeFlore County carries Workers' Compensation Insurance to provide for payment of medical expenses and lost wages in the event of a work related accident or illness. To qualify, the injury must occur within the course and scope of employment.
- b. The amount of benefits payable (medical expenses, lost wages, etc.) and the duration of payment depend on (among other things) the nature and severity of your injury or illness, amount of lost work time, and ability to physically perform essential job functions. All medical and wage loss benefits will be provided in accordance with state and federal laws.
- c. Failure to immediately report work related injuries may have a negative effect of the ability to receive prompt Workers' Compensation benefits.
- d. Workers' Compensation benefits will apply only to injuries sustained on-duty, and under no circumstances will apply to injuries sustained by voluntary, nonwork activities.

- e. Workers' Compensation benefits have a seven (7) days waiting period, first day starts day after injury. If injury lasts more than twenty-one (21) days, workers' compensation will go back and pay first seven (7) days.
- f. When you qualify for Workers' Compensation lost wage benefits, you will receive reimbursement at the standard Workers' Compensation reimbursement rate as paid by the insurance carrier.

### III. Reporting Procedures.

1.

2.

3.

4.

- a. As soon as you believe you may have suffered a work related injury, you should follow the following procedures:
  - Where possible, provide a verbal report of the incident immediately to your supervisor, prior to any written documentation.
  - Seek immediate and appropriate medical attention in accordance with exposure control plan.
  - Complete an "Employee's Report of a Work Related Injury" form, as found as part of this Policy, as well as any state specific forms that may be required.
  - Obtain appropriate pre-authorization information from your supervisor, such as the Workers' Compensation claim number, which may be required for all future treatments.
  - 5. Cooperate with any insurance adjuster or agent who may contact you regarding the accident.
  - 6. Provide a note from your health care provider concerning the nature and scope of the injury, input on performing the functions of you job, and the length of absence that may be required.
  - 7. Take appropriate steps to coordinate time off with your supervisor.
- b. Your supervisor will be involved in your Workers' Compensation claim, and is expected to follow the following procedures:
  - 1. Review the "Employee's Report of a Work Related Injury" and any witness accounts, and investigate the nature and scope of the injury.
  - 2. Prepare and submit to the Insurance Carrier a "Supervisor's Report of a Work Related Injury" as found as part of this Policy.
  - 3. Obtain all relevant medical documentation regarding the nature and scope of the injury from your physician, including:
    - A. Diagnosis.

- B. Medical Management.
- C. Restrictions.
- D. Anticipated date of return to work.
- 4. Record the injury in the appropriate log book maintained by EMS of LeFlore County, including any required OSHA logs.
- 5. Provide for appropriate accommodations, where possible, when an employee who has suffered a work related injury has been cleared to return to work in a minimal or "light duty" capacity.
- 6. Take steps to prevent the hazard, and prevent future occurrence of the event that caused the harm. Where necessary, notification of possible contamination and/or infection should be made to appropriate state agencies.
- 7. In the event that training or new policy is required, based upon the accident and injury, the supervisor will coordinate with relevant EMS of LeFlore County staff to ensure prompt action to prevent future occurrence.
- c. In cases where work must be missed, the treating medical professional or physician must authorize the absence. Your treating physician should provide a note indicating the extent of the injury, the treatment date(s), the amount of time that must be taken off work, an anticipated return date (if any), and any restrictions upon your return to work, based on a review of the essential functions of the job.
- d. Modified or light duty assignments may be available where a physician indicates that you are able to perform some, but not all work duties. Whether light duties will be available will have to be made on a case by case basis, depending upon the work functions that can be performed, the "light duty" that may be available, and the recommendations of the treating physician.
- e. Any and all Workers' Compensation claims, benefits, and injuries are subject to investigation by your supervisor, as well as insurance adjusters, and other relevant parties. Faking an injury in an attempt to obtain improper Workers' Compensation benefits is a crime.
- f. All decisions regarding liability, insurance coverage, and payments will be made by the insurance carrier, and will be subject to insurance review and appeal processes. Based upon the degree of the injury you may become eligible for short or long term disability coverage.
- h. The Company will not retaliate against any staff member who makes a good faith report of a work-related injury.

## **Scheduling**

**<u>Purpose</u>**: To ensure adequate emergency response and ambulance service 24 hours a day, 7 days a week, 365 days a year with the necessary complement of professional personnel.

**Policy:** EMS of LeFlore County requires you to arrive on time for your scheduled shift, or to provide for appropriate coverage when you may be unavailable to serve the assigned shift.

### Procedure:

#### I. Standards.

1.

2.

- a. EMS of LeFlore County reserves the right to schedule personnel at any time, or change the schedule in accordance with operational needs and demands.
- b. EMS of LeFlore County will develop a staffing schedule on a monthly basis. Work schedules may be changed from time to time at the discretion of EMS of LeFlore County to meet operational demands, schedule changes, and personal conflicts that may arise among assigned staff. Attempts will be made to notify all personnel of any changes made to a posted schedule. To the greatest extent possible, EMS of LeFlore County will attempt to maintain a flexible and fair schedule, and accommodate requests of personnel.
- c. It is your responsibility to arrive for and complete in full your scheduled shift, unless:
  - A pre-approved request for time off has occurred:
    - A. All requests for time off shall be made as soon as reasonably possible, preferably prior to the development of the schedule.
    - B. When a conflict in the schedule is noticed, and a scheduled person requires time off, the supervisor must be contacted immediately in order to coordinate adequate coverage.
  - The scheduled personnel has arranged for coverage with another person subject to the following:
    - A. When arranging coverage with another person, equal "swapping" or trading shall occur within the same 40 hour week. Personnel shall not expect another person to cover part or an entire shift without covering an equal amount of time for that other person.
    - B. A trade that incurs overtime time shall not occur. But, exceptions may be made by a supervisor in extraordinary circumstances where a trade among similar personnel cannot occur and overtime hours may be required.

- C. Shift trades in coverage must be made between persons who are equally certified. For example, a Paramedic cannot trade with an EMT, or vice-versa.
- D. Management must approve any and all trades. Management reserves the right to refuse to permit a swap to the extent that it will pose scheduling or other personnel conflicts. All proposed trades must be submitted in the online scheduling system and approved by <u>both</u> employees and submitted to the supervisor at least 7 days prior to the date of the trade.
- d. From time to time, it may be necessary for personnel to be absent during a scheduled shift. It is the responsibility of the employee to find peer coverage for a shift that is less than 14 days away, but must be done through the online scheduling system and approved.
- e. Because all personnel must be alert and able to perform their job at all times, in order to provide the best possible care to patients, all personnel are expected to report to their scheduled shift well rested, and ready to perform their duties. Personnel that are not well rested, or are physically unable to perform their duties as a result of exhaustion may be sent home, and may be subject to discipline. For additional information concerning the obligation to report to duty well rested, please see the "Reporting to Work Well Rested" Policy.
- f. From time to time, personnel may be required to arrive for a shift early, or remain late after a shift for coverage purposes. It is requested that you remain at your post until your replacement crew has arrived and is prepared for duty. In all situations, the replacement crew is intended to mean personnel with equivalent credentials (e.g. Paramedic for Paramedic). This is done to make sure that there is available coverage for calls that may come in at all times. For employees, such additional time worked may qualify for overtime compensation. For additional information on overtime, please consult the "Overtime" Policy.
- g. All scheduling will be completed through the online scheduling system. Once a trade is approved, it is the employee's responsibly for coverage of that shift with equal licensure.
- h. Unauthorized leave from a scheduled shift or failure to follow your scheduled work hours will result in appropriate discipline.

i. All trades must be scheduled through the online scheduling system, and approved through the online scheduling system by the Deputy Director or designee. Any trading will be subject to the following:

a. Equal trading shall occur. An employee shall not expect another employee to cover part or an entire shift without covering an equal amount of time for that other employee.

b. A trade of straight time for overtime shall not occur. Trades must be scheduled in the same work week.

c. Exceptions may be made in extraordinary circumstances where a "swap" cannot occur and overtime hours may be required. Such an exception will be made by the Deputy Director or their designee.

e. Trades in coverage must be made between persons of the same certification level. For example, a Paramedic can only trade shifts with a Paramedic and an EMT-Basic can only trade shifts with an EMT-Basic.

f. Management reserves the right to refuse to permit a trade to the extent that it will pose scheduling or other personnel conflicts.

## Separation from Employment/Exit Interviews

**<u>Purpose</u>**: To improve patient quality of care and operation of our ambulance service, through obtaining candid feedback from staff members who terminate their relationship with EMS of LeFlore County.

**Policy:** All departing staff members shall participate in an exit interview with a management representative prior to their departure.

### Procedure:

- I. Voluntary or Involuntary Separation from Employment.
  - a. Any employee wishing to voluntarily end his or her employment is asked to submit a written resignation notice to his or her Supervisor. Two (2) weeks advance notice of the employees last day of work is requested.
  - b. Any employee terminated, with or without cause may be asked to leave immediately, or be granted a certain amount of time before the employee is separated from employment.

c. In all separations from employment, employees must return any and all equipment, including pagers, radios, and keys to his or her supervisor on or before the last day of employment.

## II. Employee Exit Interviews.

- a. An exit interview will be conducted by the departing employee's supervisor or other management representative and is designed to help the organization determine its strengths, areas where improvement is needed, and to identify important issues affecting the workplace.
- b. Information obtained in exit interviews will not be placed in individual personnel files and will be treated as confidential information.
- c. The information shall be retained by EMS of LeFlore County, and used for improving future employee-employer relationships, to identify potential improper conduct by others in the organization as well as to improve the quality of services rendered to patients and the public.
- d. Questions during the exit interview may relate to:
  - 1. Reason for leaving.
  - 2. Relationship with your co-workers, supervisor(s) and other staff members.

- 3. Suggestions for improving work schedules, training, service to patients and customers, working relationships and other important aspects of your job.
- 4. Level of satisfaction with the job.
- 5. Level of satisfaction with the organization.
- 5. Specific concerns identified by the employee.
- e. It is requested that all employees be candid in answering these questions.



## Sexual and Other Harassment

**<u>Purpose</u>**: To maintain a work environment that is free of discrimination and harassment in accordance with applicable law.

**Policy:** EMS of LeFlore County will have "zero tolerance" when it comes to any behavior that rises to the level of unlawful discrimination or unlawful harassment.

#### Procedure:

I. Harassment Prohibited.

1.

2.

1.

a. General Prohibition on Discrimination and Harassment.

All personnel shall respect the rights, opinions, and beliefs of others. Harassment of, or discrimination against, any person by anyone (regardless of their position) because of a person's race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class, is strictly prohibited, whether directed at an employee, a volunteer, or at a member of the community.

Harassment outlined in this Policy is prohibited whether or not it also violates federal and/or state law.

- b. Sexual Harassment.
  - Sexual harassment may include *any* unwelcome sexual advance, requests for sexual favors, and other verbal or physical conduct of a sexual nature. These requests, advances, or sexual conduct constitute unlawful *sexual harassment* when:

A. Tolerating the conduct is a condition of employment or condition of participation in EMS of LeFlore County activities. For example:

The submission to the improper conduct is made a term or condition of employment or participation in Company activities (Example: Employee is told by a supervisor that she should date him in order to get a good performance review).

B. The conduct has adverse consequences on the individual. For example:

The submission to or rejection of the harassing conduct is used as a basis for employment decisions affecting the individual (Example: Employee refuses sexual advances or legitimately complains of improper conduct and is assigned a work schedule that is designed to be intolerable).

C. The conduct offensively interferes with the individual's performance or ability to function in their position. For example:

The conduct has the purpose or effect of unreasonably interfering with performance by creating an intimidating, hostile, or offensive environment (Example: Female member feels sick when she comes to the station because whenever she is there, a male staff member (or members) frequently makes comments about her body parts or physical attributes).

Sexual harassment is prohibited. That is:

2.

- A. No one may threaten or imply that submission to or rejection of sexual advances will in any way influence any decision about employment or membership, duties, assignment, or other terms or conditions of employment or membership.
- B. No one may take any personnel action based on a staff member's submission to or rejection of sexual advances.
- C. No one may subject another person to any unwelcome conduct of a sexual nature. Some examples of unwelcome conduct of a sexual nature include:
  - Unwelcome physical conduct, such as touching, restraining, blocking, staring, making sexual gestures, exposing private body areas to others, and making or displaying sexual drawings, photographs, videotapes, DVDs or other pornographic materials.
  - Unwelcome verbal conduct, such as sexual propositions, sexual slurs and insults, comments about private body areas (such as breasts and genitals), jokes with sexuallyoriented content and other sexual comments.
  - Intentional receipt or transmission of pornographic or sexually explicit jokes, photographs, cartoons, or other material via computer equipment from or through the Internet or via electronic mail.
  - No one may engage in consensual or non-consensual conduct of a sexual nature in EMS of LeFlore County vehicles or on any EMS of LeFlore County property.

• No one may engage in non-sexual touching that could be perceived or otherwise lead to more intimate sexual conduct, including giving backrubs and other treatment that involves touching.

## c. Other Harassment.

2.

- 1. No one may harass anyone because of that person's race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class. Examples of conduct prohibited by this Policy include using racial and ethnic slurs or offensive stereotypes and making jokes about these characteristics.
  - Physical harassment is prohibited, including but not limited to:
    - A. Kissing, patting, touching, bumping, or other unwanted contact.
    - B. Unsolicited shoulder/body massages.
    - A. Touching or adjusting the clothing of another without permission.
    - B. Blocking passageway or cornering a person so they cannot move even if it is just for a brief moment.
    - C. Involuntary seclusion, such as barring the staff member from contact with other crew members while at the station.
    - D. Physical Assault/Rape.
- **3.** Verbal harassment is also prohibited, including, but not limited to:
  - A. Obscene noises (grunting, panting, whistling, barking, etc.).
  - B. Offensive sexual, racial, or religious comments.
  - C. Offensive reference to or naming of body parts with nicknames.
  - D. Sexual rumors, innuendos, or inquiring about a person's sexual activity.
  - E. Any visual harassment that may accompany (or stand alone) from verbal harassment, including staring at body parts, use of crude notes or gestures, or sexually implicit pictures.
  - F. Pestering for a date or personal information/failing to take "no" for an answer.

## II. Making Complaints and Reporting Violations.

a. Personnel who believe they are a victim of harassment are requested and encouraged to make a complaint to any manager or supervisor to whom they may feel comfortable making the complaint. All personnel are encouraged to report any incident or conduct that is perceived as being in violation of this Policy. Reporting may be verbal or written.

b. You are not required to first complain to the person who engaged in that conduct, although telling the person engaged in the conduct that their behavior is not welcome or asking them to stop the behavior is a good idea.

c. Personnel who observe harassment of another staff member are requested and encouraged to report this observation. No reprisal, retaliation, or other adverse action will be taken against any member or employee for making, in good faith, a complaint or report of harassment, or for assisting in good faith in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to any supervisor or manager.

EMS of LeFlore County will promptly, thoroughly, and impartially investigate any complaint or report of a violation of this Policy. Additionally:

1. EMS of LeFlore County will protect the confidentiality of information involving individuals involved in harassment allegations to the greatest extent possible. Such information may be shared with those who have a need to know, such as key management personnel and other essential persons involved in the investigation.

2. Investigations will include interviews of persons believed to be involved, or with potential knowledge of the event, and shall include a full report on each investigation, retaining the confidentiality of all such persons involved where possible.

## III. Penalties for Violations.

d.

- a. EMS of LeFlore County will take prompt remedial and possibly disciplinary action if the investigation shows a violation of this Policy. Disciplinary action for career personnel may include verbal or written warning, suspension, or termination from employment.
- b. A complaint or report that this Policy has been violated is a serious matter. Dishonest complaints or reports not made in good faith are also against this Policy, and appropriate disciplinary action will be taken if the investigation shows that deliberately dishonest and bad faith accusations have been made against another staff member.

## IV. No Reprisals.

 Persons who report a suspected instance of unlawful harassment or discrimination shall not be subject to reprisals, retaliation, retribution or other negative treatment. b. Any person who retaliates against a good faith reporter will be subject to discipline.



## Short & Long Term Disability

**<u>Purpose</u>:** To provide employees with some financial protection in the form of insurance in the event that they are injured and unable to work or are disabled for an extended period regardless of when the illness or disability occurred.

**Policy:** EMS of LeFlore County will participate in a Disability Insurance Program to help cover the cost of time lost to illness or injury.

### Procedure:

- I. Overview.
  - a. All disability insurance programs at EMS of LeFlore County are governed by the official documents of Aflac.
  - b. All disability insurance programs are subject to modification, enhancement or reduction of benefits or termination of the program in the sole discretion of the Company.
  - c. Employees who wish to participate in the program must meet all eligibility requirements. Employees are responsible for paying the insurance premium which will be included as a payroll deduction.
  - a. In the event of a work related illness or injury, medical and wage loss benefits will be paid under our Workers' Compensation program. In these cases the employee may not be eligible for supplemental disability benefits, depending on the terms of the Plan.
  - e. Eligible employees must follow all application procedures continued in the Plan when applying for benefits.
  - f. There may be requirements to undergo a medical examination to determine eligibility for benefits.

## II. Short Term Disability.

- a. Short term disability insurance is applicable for employees who suffer a nonwork related illness or injury and who are unable to work for up to 90 days. The benefit expires after 90 days.
  - 1. Wage loss benefits will be paid as a percentage of your normal compensation, based upon the terms of the plan.
  - 2. Payment for these benefits are derived from employee and employer premium contributions that are deducted from each paycheck.
  - 3. There may be a one week or longer waiting period before benefits actually take effect.

## III. Long Term Disability.

- a. Long term disability insurance is applicable for employees who suffer a nonwork related illness or injury and who are unable to work for more than 90 days.
  - 1. Coverage under the plan will terminate once employment ends, with the exception that benefits that are being received at the time of separation will continue for the time permitted under the terms of the Plan and applicable law.
  - 2. Payment for these benefits are derived from employee contributions that are deducted from each paycheck.
- b. Long term disability payments typically begin after all other available sick time and short term disability benefits have been exhausted.

## <u>Sick Leave</u>

**<u>Purpose</u>**: To provide income protection for employees from time lost due to legitimate illness or injury.

**Policy:** EMS of LeFlore County shall provide paid sick time to its full time employees.

### Procedure:

- I. Eligibility.
  - a. Individuals who are full time employees are eligible to accrue 8 hrs per month of sick time. Employees may carry a maximum of 240 hrs of accrued sick time.
  - b. Employees may only use sick leave after their first 90 days as a classified fulltime employee have been completed.

### II. Standards.

a.

In order to be eligible for sick time, employees must call <u>at least</u> two (2) hours before the start of his or her scheduled shift. Due to staffing considerations, medics must schedule doctor's appointments during non-duty days.

- b. Sick time does not count as hours worked.
- c. Employees scheduling categories are listed below. If employees miss more than the allotted amount of consecutively used sick time for their normal scheduled shifts, must have a doctor's note to be able to return to work. Refer to the list below to see how much allotted time each employee scheduling category is allowed for consecutively used sick leave before a doctor's not is required.
  - 1. Scheduled 24/48: can miss 48 hours of normal scheduled shifts.
  - 2. Scheduled 48/96: can miss 72 hours of normal scheduled shifts.
  - 3. Scheduled 12 hour truck: can miss 36 hours of normal scheduled shift.
  - 4. Admin Staff: can miss 40 hours of normal scheduled shift.
- d. Sick time benefits may be used in case where the employee must care for an immediate family member.
- e. Accrued sick time will not be paid to an employee who has terminated their employment, either voluntarily or non-voluntarily. Sick leave shall not be taken after voluntary resignation has been submitted.
- f. Employees are allowed to use 6 days of sick time per 12 months. Use of more sick time is permitted, but the employee will be considered excessively absent which may result in disciplinary action including percentage loss of merit raise or disciplinary action. Abuse of sick leave may be grounds for termination.

g. Employees requesting more than 72 hours of sick time or 6 days per 6 months will be placed on Family Medical Leave per policy.

## III. Relation to Other Benefits.

- a. Use of paid Sick Time will be permitted for all reasons outlined in the "Family and Medical Leave" Policy, if applicable.
- b. Employees may be required to use paid sick time during any waiting period for short term disability coverage.



## <u>Tobacco Use</u>

**<u>Purpose</u>**: To maintain a healthy, clean, and safe environment for all personnel, patients, and visitors.

**<u>Policy</u>**: The use of tobacco containing products is prohibited in all EMS of LeFlore County buildings, and vehicles.

## Procedure:

- I. Standards.
  - a. Personnel are prohibited from using any type of tobacco products in all vehicles (both passenger compartment and driver compartment) and buildings of EMS of LeFlore County. For purposes of this Policy, "tobacco products" includes but is not limited to cigarettes, e-cigarettes, cigars, and smokeless tobacco products, such as chewing tobacco or snuff.
  - b. Personnel are not permitted to use tobacco products while on the scene of an emergency response.
  - c. There are no designated smoking areas on EMS of LeFlore County property.
  - d. The above standards shall apply to visitors and patients as well as personnel.

## **Tuition Reimbursement**

**<u>Purpose</u>**: The purpose of this policy is to outline expectations regarding reimbursement for tuition/books/fees for courses taken by personnel.

**Policy:** EMS of LeFlore County may reimburse management personnel (Director & Deputy Director, and Captains) for certain training expenses, in accordance with this policy.

#### Procedure:

I. Standards.

A. In order to receive reimbursement for tuition/books/fees, personnel must receive a grade of C or higher for graded courses; a certificate/course completion letter for non-graded courses; or a license.

B. Personnel must pay for all tuition/books/fees should they not successfully complete a course. Any practical or written retest will not be paid for by the department.

C. Detailed receipts including date must be turned in along with an official copy of a of tuition/books/fees. Employees can be reimbursed directly, with adequate proof in the form of receipts that show payment made to the educational body.

D. Tuition reimbursement will be capped at \$5,000 per year for the Director and Deputy Director, and \$2,500 per year for Captains.

E. Courses must be related to advancement within EMS of LeFlore County. Personnel seeking reimbursement for any other course must have the course and amount of reimbursement approved by the EMS Director. Tuition request must be submitted prior to registering for the course.

F. All members must sign a two-year employment contract that starts after successful completion and/or certification. If the employee separates employment, voluntarily or involuntarily, employee will reimburse the department in full.

## **Unemployment Compensation**

**<u>Purpose</u>**: To comply with federal and state laws regarding unemployment compensation for eligible employees.

**Policy:** EMS of LeFlore County will provide statutory contributions to the unemployment compensation fund so that eligible employees who are displaced, at no fault of their own.

### Procedure:

- I. Standards.
  - a. Unemployment Compensation is available to provide a weekly supplement in periods of unemployment to eligible persons as determined by state law.
  - b. EMS of LeFlore County makes contributions to the unemployment program, to provide for unemployment compensation for employees who are terminated or laid off through no fault of their own, or in some cases when work hours are reduced.
  - c. The employee must apply for benefits directly with the appropriate unemployment agency. The Company is not responsible in any way for the application procedures and it does not make determinations on eligibility.
  - d. Payments made to the employee will not be supplemented by any additional payments from the Company.

## **Vacation Time**

**<u>Purpose</u>**: To allow employees the opportunity to have time off to relax and recharge.

**Policy:** EMS of LeFlore County provides paid vacation time to its employees.

### Procedure:

### I. <u>Eligibility.</u>

a. Individuals who have been full time employees for more than 90 days are eligible for Vacation Time. Employees may carry a maximum of two times their yearly accrual rate.

b. The ability to adequately staff ambulances takes priority over granting time off. No employee shall be granted their time off request if the scheduler is unable to find coverage for their shift.

c. Employee's may only use annual leave after their first 90 days as a classified fulltime employee has been completed.

### II. <u>Standards.</u>

a. In order to use vacation time, employees must request use of such time as early as possible, but in all cases, at least twenty-one days (21) prior to the desired start date.

b. Vacation Time does not count as "hours worked" for purposes of calculating overtime for any week when an employee works and also takes Vacation Time.

c. The amount of Vacation Time an individual employee is entitled to depends on the number of years the employee has been employed. Vacation Time amounts (based upon number of years with the Company) are as follows:

Years of Service	Field Staff	Office Staff
Under 4 Yrs (2 wks)	84 hours	6.67 hrs/mo.=80 hrs/yr
5-10 Yrs (3 wks)	120 hours	10 hrs/mo.=120 hrs/yr
11+ Yrs (4.5 wks)	192 hours	15.33 hrs/mo.=184 hrs/yr

d. Any employee who ceases employment prior to the completion of an anniversary year, shall receive vacation pay pro-rated in accordance with the number of months employed. Credit is given for the month of termination only if the termination date falls after the 15th of the month.

e. An employee is entitled to payment for any unused vacation time upon termination of employment, regardless of the reason for the termination.

f. Vacation time approval is contingent on whether coverage for a shift is secured.

g. An employee who has gone from full-time to PRN status, shall retain their vacation accrual in accordance with years of service IF that employee returns to fulltime status within one (1) calendar year and has fulfilled the PRN obligations.

h. If an employee needs to take time off using leave without pay, it will be considered for approval on a case-by-case basis, and the employee will be responsible for finding their own shift coverage.



# EMS of Leflore County Volunteer Policy

**<u>Purpose</u>:** The purpose of this policy is to allow citizens to volunteer for EMS of Leflore County. EMS of Leflore County may choose to use or suspend this program as needed. EMS of Leflore County welcomes the assistance of volunteers; however, the use of volunteers must occur within the requirements of federal and state laws regulating employment. Volunteers must sign a release of liability waiver prior to working in any capacity.

**Description:** A volunteer is an individual who willingly performs unpaid service for EMS of Leflore County.

- Volunteers must perform such services without promise, expectation or receipt of compensation, including future employment, deferred payment, or any other tangible benefit.
- Such services must be offered freely and without pressure or coercion, direct or implied from any EMS of Leflore County staff.

## Fair Labor Standards Act (FLSA) Volunteers:

The FLSA recognizes the generosity and public benefits of volunteering and allows individuals to freely volunteer in many circumstances for charitable and public purposes. Individuals may volunteer time to religious, charitable, civic, humanitarian, or similar nonprofit organizations as a public service and not be covered by the FLSA. Individuals generally may not, however, volunteer in commercial activities run by a non-profit organization such as a gift shop. A volunteer generally will not be considered an employee for FLSA purposes if the individual volunteers freely for public service, religious or humanitarian objectives, and without contemplation or receipt of compensation. Typically, such volunteers serve on a part-time basis and do not displace regular employed workers or perform work that would otherwise be performed by regular employees. In addition, paid employees of a non-profit organization cannot volunteer to provide the same type of services to their non-profit organization that they are employed to provide.

## <u>§ 553.104 Private individuals who volunteer services to public agencies.</u>

(a) Individuals who are not employed in any capacity by State or local government agencies often donate hours of service to a public agency for civic or humanitarian reasons. Such individuals are considered volunteers and not employees of such public agencies if their hours of service are provided with no promise expectation, or receipt of compensation for the services rendered, except for reimbursement for expenses, reasonable benefits, and nominal fees, or a combination thereof, as discussed in § 553.106. There are no limitations or restrictions imposed by the FLSA on the types of services which private individuals may volunteer to perform for public agencies.

(b) Examples of services which might be performed on a volunteer basis when so motivated include helping out in a sheltered workshop or providing personal services to the sick or

the elderly in hospitals or nursing homes; assisting in a school library or cafeteria; or driving a school bus to carry a football team or band on a trip. Similarly, individuals may volunteer as firefighters or auxiliary police, or volunteer to perform such tasks as working with retarded or handicapped children or disadvantaged youth, helping in youth programs as camp counselors, soliciting contributions or participating in civic or charitable benefit programs and volunteering other services needed to carry out charitable or educational programs.

[52 FR 2032, Jan. 16, 1987; 52 FR 2648, Jan. 23, 1987]

Volunteers who intend to serve on an ambulance must be licensed with the Oklahoma State Department of Health as an EMR, EMT, Advanced, or Paramedic.

The volunteer must go through and pass regular employee orientation, pass credentialing, and be approved by administration to serve.

The volunteer must sign a job description in relation to their license level.

If the volunteer is a an EMS of Leflore County board member, they will not be allowed any compensation, including reimbursements of any kind.

July 17<sup>th</sup>, 2023

## Wage Deductions

**<u>Purpose</u>**: To comply with state and federal laws concerning deductions that may be made from an employee's paycheck.

**Policy:** EMS of LeFlore County will deduct from each paycheck only those amounts required by law or authorized by the employee.

#### Procedure:

I. Standards.

1.

- a. All deductions as required by state, federal, or local law, or by court order (e.g. garnishment of wages), shall be made.
  - The amount of the deductions will depend on earnings and on the information furnished on each W-4 form regarding the number of dependents and/or exemptions claimed.
  - 2. The W-2 form received each year will indicate precisely how earnings were deducted for these purposes.
- b. Payroll deductions include, but are not limited to:
  - A. Federal Withholding.
  - B. FICA.
  - C. State Income Tax.
  - D. Local Wage Tax and/or Occupational Tax
  - E. Retirement Savings.
  - F. Correction of errors or obligations.
  - G. Miscellaneous Voluntary Deductions.
  - H. Other deductions authorized in writing by the employee.

## Wages and Pay Period

**<u>Purpose</u>**: To ensure high quality of care and maintain integrity in the workplace and to make certain that staff members report to work and document the time worked.

**Policy:** As an emergency response agency, it is essential that all employees report to work on time and that they record work time completely and honestly.

## Procedure:

#### I. Standards.

- a. All employees should have time recorded and be at their assigned workstations ready to respond at the start of their shift.
- b. All employees shall adhere to the terms of the "Scheduling" Policy, including the provisions for calling off, and trading shifts with other personnel.
- c. Due to the nature of our business, there are no designated meal breaks during the scheduled shift for operational staff. Operational staff are paid for the full work shift and are permitted to take meal breaks as the call volume permits. All operational staff must remain ready to respond during meal breaks.
- d. Non-operational staff receives unpaid meal breaks. These employees (such as billing or office staff) should not perform any work tasks during their assigned meal break.
- e. Operational staff are expected to work their full shift, as reported on the work schedule, unless provisions have been made and approved by a supervisor, or unless an emergency situation warrants an early departure. In all cases, changes to the schedule must be approved of by your supervisor, and appropriate coverage must occur.

#### II. Definitions.

- a. For purposes of this Policy, "Operational Staff" means EMTs, Paramedics, and others actively engaged in patient care in the field.
- b. For purposes of this Policy, "Non-Operational Staff" means all administrative and financial staff who perform business functions and are not engaged in directly providing EMS or ambulance service.

#### III. Work Week.

a. The designated "work week" for EMS of LeFlore County for calculating overtime eligibility and other purposes is the seven (7) consecutive days starting at 0800 a.m. Sunday and ending at 07:59 a.m. the following Sunday.

### IV. Hours of Work.

a. All employees will be assigned and expected to work the shift periods assigned to them.

## V. Recording Work Time.

- a. Employees are responsible for punching in and punching out when reporting for work or leaving work.
- b. Anyone found falsifying a time sheet or anyone completing another employee's time sheet or clocking in for another employee will be subject to discipline.
- c. Timesheets, and the correctness of, is the responsibility of the employee.
- d. EMS of LeFlore County may utilize mechanical or electronic time clock systems that may modify employee responsibilities under this policy.

## VI. Pay Day.

a. The official pay period is bi-weekly and automatic deposit of payroll is completed every other Wednesday for the preceding two week pay period. In the event of holiday, payroll will be issued the previous day whenever possible.

## VII. Operational Fulltime Staff Wages

- a. There will be two different rates of pay for operational staff depending on employee's assigned shift. The employee will be paid the same yearly pay per years of service per employee regardless of assignment to a 12 hour (1976 Retirement pay 208 Overtime) or 24-hour shift (2080 Retirement Pay and 848 Overtime). If an employee is assigned to a 12 hour shift the attached conversion table to figure the pay will be used.
- b. If any Fulltime Operational Staff picks up any additional shifts that is not his/her normal assigned shift, the pay for that additional shift will be paid at the 24-hour pay rate. If the employee is not normally assigned to a 24 hour shift the pay will be converted back to 24-hour truck pay.

## ATTACHMENT A Position Description - EMR

#### POSITION TITLE:

**Emergency Medical Responder** 

## POSITION IDENTIFICATION

Reports to: Employees Supervised/Directed: FLSA Code:

Supervisor None Non-Exempt

## POSITION PURPOSE AND SUMMARY:

The ideal Emergency Medical Responder ("incumbent") will perform duties associated with providing rescue services and emergency medical care to the sick and injured in accordance with all applicable laws, regulations, and EMS of LeFlore County policies.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

The incumbent must possess and apply knowledge and skills necessary to perform the duties of an emergency medical responder and rescuer, in a dignified and compassionate manner, including:

- Responding to emergency and non-emergency calls calmly, efficiently and promptly;
- Administering basic life support to patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, and local laws, regulations, and standards;
- Assessing the nature and extent of injury or illness to establish and prioritize medical procedures to be followed;
- Rescuing and extricating victims of accidents, sudden illness or entrapment using proper rescue and medical techniques;
- Treating patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, local, laws, regulations, and standards;
- Communicating with professional medical personnel and treatment facilities to obtain instructions regarding further treatment and/or to arrange reception of patients to the appropriate center;
- Maintaining order at scenes, including crowd disbursement and restraint of family and friends; and

The incumbent must perform all job responsibilities in a manner that protects patient privacy:

• The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices,

as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's Policies and Procedures on patient privacy may result in disciplinary action up to and including termination of employment.

- The incumbent may access protected health information and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other Company operations.
- The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's Policies and Procedures on patient privacy and any observed practices in violation of that Policy to the designated Privacy Officer.
  - The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy Policy information to coworkers, students, patients and others in accordance with Company Policy.

The incumbent must possess and apply knowledge and skills necessary to perform the duties of a driver of ambulance equipment, including:

- Responding to instructions from a dispatcher and driving and operating specially equipped emergency vehicles to specified locations at a safe and controlled speed, in accordance with federal, state, local law, regulations and standards;
- Assuring that vehicles are in good working condition at all times, are properly maintained and stocked, have all necessary equipment and this equipment is in good working order at all times;
  - Cleaning, organizing and restocking vehicles in a ready condition after each transport;
- Receiving requests for emergency and non-emergency ambulance service and other duties-related communication via two-way radio and other communication devices;
- Maintaining accurate records of ambulance equipment and other emergency equipment and/or personnel dispatched to each emergency and nonemergency request and other operation and administrative data as required to maintain the operational continuity of EMS of LeFlore County and as directed by superiors;
- Handling telephone communications professionally and efficiently with careful regard to the divulgence of information;
- Coordinating requests for non-emergency transports in accordance with the non-emergency transport policies;
- Monitoring communication equipment to maintain contact with the dispatcher;
- Performing rescue operations; and
- Maintaining apparatus and equipment.

The incumbent must perform routine tasks in and around the ambulance service building, including:

- Checking, restocking, inventorying and cleaning any apparatus operated by EMS of LeFlore County;
- Cleaning, doing dishes, emptying trash and other related duties in the EMS station;
- Washing and drying towels, coveralls, and other laundry in the provided heavy duty washing equipment;
- Representing the ambulance service while on duty at public service functions, expositions, and other public events;
- Providing ambulance stand-by services at sporting events or any other activities designated by the supervisor; and
- Performing any other duty related to EMS of LeFlore County as designated by the supervisor.

The incumbent must also:

- Be a team player, as EMS is a team effort, and providers must provide necessary assistance to ensure system sanitation, readiness and adherence to quality assurance standards;
  - Be flexible, as emergency services operate on a 24-hour clock; the incumbent's assigned work shift schedule may vary and the incumbent should be available to respond immediately for a call during the assigned work period, and the start and shift times may vary due to the nature of the business;
- Maintain a thorough working knowledge of local geography, which includes maps, streets, and grid book systems;
- Maintain a thorough working knowledge of applicable current standards of care, including equipment functions and uses; and
  - Assure that all certifications, licenses and registrations are up-to-date.

## <u>QUALIFICATIONS</u>

## Educational Requirements

The incumbent must have a minimum of either a high school diploma or a GED as evidence of completion of a high school education, and must have and maintain current state emergency medical responder certification (license, if applicable).

## Certificates, Licenses And Registrations

The incumbent must possess and maintain a valid driver's license, current state EMR certification (license, if applicable), American Heart Association BCLS certification, EVOC/EVDT certification, Hazardous Materials Operations, and other certifications as required.

## Minimum Experience, Abilities Required And Special Requirements

Additionally, the incumbent must possess basic working knowledge of a basic PC or laptop computer, and be able to enter necessary data into a computer.

#### PHYSICAL REQUIREMENTS OF THE POSITION

The physical demands described here 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. Optional 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 incumbent 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 individual 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 position, etc.

SITTING: Frequently when responding to a location, the individual 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 (10) pounds and above. Occasionally required to lift and carry weights scaled at above 100 pounds or more. Incumbents will need to lift and carry, with one team member, adult patients, 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 5-foot tall, 10-inch diameter oxygen cylinders, and medical equipment boxes. The oxygen cylinders can be made of quarter-inch steel and weigh up to 113 pounds. The medical equipment boxes can weigh approximately fifty pounds or more.

BENDING AND STOOPING: Frequently throughout a work shift the individual will be required to bend in a range of 1 to 90 degrees. The average situation will require the individual 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, 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 provider may bend and/or stoop 1 to 15 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 but may be up to 15 times for a duration up to 30 minutes or greater.

CLIMBING: Occasionally. This is required when climbing steps up and down with a patient on a stretcher or other device, and when entering or exiting the emergency vehicle. Generally, the climbing would require that the incumbent be lifting and carrying heavy objects such as a stretcher 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 incumbent may also be required to reach in precarious positions, such as in a vehicle, which has been crushed in an accident, or in other confined spaces. If working inside the ambulance en route to a medical facility, the incumbent 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. Slight pushing will be required if the incumbent 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; and using, handling, carrying and/or operating medical equipment boxes that may weigh approximately fifty (50) 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 supination and pronation. 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 incumbent, when responding to emergencies, can be exposed to dust, fumes, gases, fire, smoke, adverse weather conditions, and chemicals. Driving at speeds beyond the posted limit may occur and, therefore, the incumbent may be exposed to vehicular accidents at a higher speed than normal. 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.

#### MENTAL REQUIREMENTS OF THE POSITION

- Handle a significant number of stressful situations, and be able to function calmly; coolly and collectedly under all types of stressful situations;
- Get along well with diverse personalities;

- Communicate with patients and others with empathy and respect;
- Create and maintain a positive and cooperative working environment in stressful situations;
- Work smoothly and professionally in an environment where teamwork is essential;
- Analyze and interpret difficult and complex patient care and personnel situations;
- Work independently with a minimal supervision for assigned tasks;
- Exercise sound independent judgment within general Policy and procedural guidelines;
- Anticipate and identify problems and take initiative to prevent or correct them;
- Establish and maintain effective working relationships with all levels of personnel within the medical community, EMS of LeFlore County, outside agencies, patients, and members of the community;
- Understand and follow federal, state and local laws, and EMS of LeFlore County policies, procedures, and rules;
- Follow orders;
  - Remember and apply concepts, knowledge and principles; and
  - Appropriate deal with stress and maintain composure when encountering serious injuries or illnesses.

## DISCLAIMER

The information provided in this description is designed to indicate the general nature and level of work performed by incumbents within this position. It is not to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees assigned to this position. Management has the sole discretion to add or modify the duties of the position and to designate other functions at any time. This position description is not an employment agreement or contract.

It should also be understood that the hiring of EMR's is to aid with staffing in times of staffing shortages. This is typically a disaster situation or an epidemic/pandemic situation. This position may or may not be extended long-term.

## ACKNOWLEDGMENT

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of the Company. I also understand that if employed by the Company, I am employed as an at-will employee and that the Company or I may terminate the employment relationship at any time, without notice, and for any lawful reasons

Signature of Incumbent

Date

## <u>ATTACHMENT B</u> Position Description – EMT

#### POSITION TITLE:

**Emergency Medical Technician** 

## POSITION IDENTIFICATION

Reports to: Employees Supervised/Directed: FLSA Code:

Supervisor None Non-Exempt

## POSITION PURPOSE AND SUMMARY:

The ideal Emergency Medical Technician ("incumbent") will perform duties associated with providing rescue services and emergency medical care to the sick and injured in accordance with all applicable laws, regulations, and EMS of LeFlore County policies.

## ESSENTIAL DUTIES AND RESPONSIBILITIES:

The incumbent must possess and apply knowledge and skills necessary to perform the duties of an emergency medical technician and rescuer, in a dignified and compassionate manner, including:

- Responding to emergency and non-emergency calls calmly, efficiently and promptly;
- Administering basic and advanced life support to patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, and local laws, regulations, and standards;
- Assessing the nature and extent of injury or illness to establish and prioritize medical procedures to be followed;
- Rescuing and extricating victims of accidents, sudden illness or entrapment using proper rescue and medical techniques;
- Treating patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, local, laws, regulations, and standards;
- Communicating with professional medical personnel and treatment facilities to obtain instructions regarding further treatment and/or to arrange reception of patients to the appropriate center;
- Maintaining order at scenes, including crowd disbursement and restraint of family and friends; and
- Completing patient care forms, insurance forms, evaluation forms, and all other forms in a competent and timely fashion.

The incumbent must perform all job responsibilities in a manner that protects patient privacy:

- The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's Policies and Procedures on patient privacy may result in disciplinary action up to and including termination of employment.
- The incumbent may access protected health information and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other Company operations.
- The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's Policies and Procedures on patient privacy and any observed practices in violation of that Policy to the designated Privacy Officer.
- The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy Policy information to coworkers, students, patients and others in accordance with Company Policy.

The incumbent must possess and apply knowledge and skills necessary to perform the duties of a driver of ambulance equipment, including:

- Responding to instructions from a dispatcher and driving and operating specially equipped emergency vehicles to specified locations at a safe and controlled speed, in accordance with federal, state, local law, regulations and standards;
- Assuring that vehicles are in good working condition at all times, are properly maintained and stocked, have all necessary equipment and this equipment is in good working order at all times;
- Cleaning, organizing and restocking vehicles in a ready condition after each transport;
- Receiving requests for emergency and non-emergency ambulance service and other duties-related communication via two-way radio and other communication devices;
- Maintaining accurate records of ambulance equipment and other emergency equipment and/or personnel dispatched to each emergency and nonemergency request and other operation and administrative data as required to maintain the operational continuity of EMS of LeFlore County and as directed by superiors;
- Handling telephone communications professionally and efficiently with careful regard to the divulgence of information;
- Coordinating requests for non-emergency transports in accordance with the non-emergency transport policies;
- Monitoring communication equipment to maintain contact with the dispatcher;
- Performing rescue operations; and

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• Maintaining apparatus and equipment.

The incumbent must perform routine tasks in and around the ambulance service building, including:

- Checking, restocking, inventorying and cleaning any apparatus operated by EMS of LeFlore County;
- Cleaning, doing dishes, emptying trash and other related duties in the fire station;
- Washing and drying towels, coveralls, and other laundry in the provided heavy duty washing equipment;
- Representing the ambulance service while on duty at public service functions, expositions, and other public events;
- Providing ambulance stand-by services at sporting events or any other activities designated by the supervisor; and
- Performing any other duty related to EMS of LeFlore County as designated by the supervisor.

The incumbent must also:

- Be a team player, as EMS is a team effort, and providers must provide necessary assistance to ensure system sanitation, readiness and adherence to quality assurance standards;
- Be flexible, as emergency services operate on a 24-hour clock; the incumbent's assigned work shift schedule may vary and the incumbent should be available to respond immediately for a call during the assigned work period, and the start and shift times may vary due to the nature of the business;
- Maintain a thorough working knowledge of local geography, which includes maps, streets, and grid book systems;
  - Maintain a thorough working knowledge of applicable current standards of care, including equipment functions and uses; and
  - Assure that all certifications, licenses and registrations are up-to-date.

## **QUALIFICATIONS**

#### Educational Requirements

The incumbent must have a minimum of either a high school diploma or a GED as evidence of completion of a high school education, and must have and maintain current state emergency medical technician certification (license, if applicable).

#### Certificates, Licenses And Registrations

The incumbent must possess and maintain a valid driver's license, current state EMT certification (license, if applicable), American Heart Association BCLS certification, EVOC/EVDT certification, Hazardous Materials Operations, PALS, ACLS, and other certifications as required.

#### Minimum Experience, Abilities Required And Special Requirements

This position requires one year of experience in the field of rescue and emergency medical services. Additionally, the incumbent must possess basic working knowledge of an IBM-compatible computer, and be able to enter necessary data into a computer.

#### PHYSICAL REQUIREMENTS OF THE POSITION

The physical demands described here 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. Optional 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 incumbent 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 individual 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 position, etc.

SITTINC: Frequently when responding to a location, the individual 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 (10) pounds and above. Occasionally required to lift and carry weights scaled at above 100 pounds or more. Incumbents will need to lift and carry, with one team member, adult patients, 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 5-foot tall, 10-inch diameter oxygen cylinders, and medical equipment boxes. The oxygen cylinders can be made of quarter-inch steel and weigh up to 113 pounds. The medical equipment boxes can weigh approximately fifty pounds or more.

BENDING AND STOOPING: Frequently throughout a work shift the individual will be required to bend in a range of 1 to 90 degrees. The average situation will require the individual 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, 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 provider may bend and/or stoop 1 to 15 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 but may be up to 15 times for a duration up to 30 minutes or greater.

CLIMBING: Occasionally. This is required when climbing steps up and down with a patient on a stretcher or other device, and when entering or exiting the emergency vehicle. Generally, the climbing would require that the incumbent be lifting and carrying heavy objects such as a stretcher 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 incumbent may also be required to reach in precarious positions, such as in a vehicle, which has been crushed in an accident, or in other confined spaces. If working inside the ambulance en route to a medical facility, the incumbent 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. Slight pushing will be required if the incumbent 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; and using, handling, carrying and/or operating medical equipment boxes that may weigh approximately fifty (50) pounds or more, stretcher rails, various handles attached to equipment, and tools. The arm and hand must be able to perform al types of positions, including supination and pronation. 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 incumbent, when responding to emergencies, can be exposed to dust, fumes, gases, fire, smoke, adverse weather conditions, and chemicals. Driving at speeds beyond the posted limit may occur and, therefore, the incumbent may be exposed to vehicular accidents at a higher speed than normal. 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.

#### MENTAL REQUIREMENTS OF THE POSITION

- Handle a significant number of stressful situations, and be able to function calmly; coolly and collectedly under all types of stressful situations;
- Get along well with diverse personalities;
- Communicate with patients and others with empathy and respect;
- Create and maintain a positive and cooperative working environment in stressful situations;
- Work smoothly and professionally in an environment where teamwork is essential;
- Analyze and interpret difficult and complex patient care and personnel situations;
- Work independently with a minimal supervision for assigned tasks;
- Exercise sound independent judgment within general Policy and procedural guidelines;
- Anticipate and identify problems and take initiative to prevent or correct them;
- Establish and maintain effective working relationships with all levels of personnel within the medical community, EMS of LeFlore County, outside agencies, patients, and members of the community;
- Understand and follow federal, state and local laws, and EMS of LeFlore County policies, procedures, and rules;
- Follow orders;
- Remember and apply concepts, knowledge and principles; and
- Appropriate deal with stress and maintain composure when encountering serious injuries or illnesses.

## DISCLAIMER

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The information provided in this description is designed to indicate the general nature and level of work performed by incumbents within this position. It is not to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees assigned to this position. Management has the sole discretion to add or modify the duties of the position and to designate other functions at any time. This position description is not an employment agreement or contract.

## ACKNOWLEDGMENT

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of the Company. I also understand that if employed by the Company, I am employed as an at-will employee and that the Company or I may terminate the employment relationship at any time, without notice, and for any lawful reasons

Signature of Incumbent

Date

## <u>ATTACHMENT C</u> <u>Position Description – Advanced EMT</u>

POSITION TITLE:

Emergency Medical Technician - Advanced POSITION IDENTIFICATION Reports to: Supervisor Employees Supervised/Directed: None FLSA Code: Non-Exempt POSITION PURPOSE AND SUMMARY:

The ideal Emergency Medical Technician ("incumbent") will perform duties associated with providing rescue services and emergency medical care to the sick and injured in accordance with all applicable laws, regulations, and EMS of LeFlore County policies.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

The incumbent must possess and apply knowledge and skills necessary to perform the duties of an emergency medical technician and rescuer, in a dignified and compassionate manner, including:

- Responding to emergency and non-emergency calls calmly, efficiently and promptly;
- Administering basic and advanced life support to patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, and local laws, regulations, and standards;
- Assessing the nature and extent of injury or illness to establish and prioritize medical procedures to be followed;
- Rescuing and extricating victims of accidents, sudden illness or entrapment using proper rescue and medical techniques;
- Treating patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, local, laws, regulations, and standards;
- Communicating with professional medical personnel and treatment facilities to obtain instructions regarding further treatment and/or to arrange reception of patients to the appropriate center;
- Maintaining order at scenes, including crowd disbursement and restraint of family and friends; and
- Completing patient care forms, insurance forms, evaluation forms, and all other forms in a competent and timely fashion.

The incumbent must perform all job responsibilities in a manner that protects patient privacy:

- The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's Policies and Procedures on patient privacy may result in disciplinary action up to and including termination of employment.
- The incumbent may access protected health information and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other Company operations.

- The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's Policies and Procedures on patient privacy and any observed practices in violation of that Policy to the designated Privacy Officer.
- The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy Policy information to coworkers, students, patients and others in accordance with Company Policy.

The incumbent must possess and apply knowledge and skills necessary to perform the duties of a driver of ambulance equipment, including:

- Responding to instructions from a dispatcher and driving and operating specially equipped emergency vehicles to specified locations at a safe and controlled speed, in accordance with federal, state, local law, regulations and standards;
- Assuring that vehicles are in good working condition at all times, are properly maintained and stocked, have all necessary equipment and this equipment is in good working order at all times;
- Cleaning, organizing and restocking vehicles in a ready condition after each transport;
- Receiving requests for emergency and non-emergency ambulance service and other duties-related communication via two-way radio and other communication devices;
- Maintaining accurate records of ambulance equipment and other emergency equipment and/or personnel dispatched to each emergency and non-emergency request and other operation and administrative data as required to maintain the operational continuity of EMS of LeFlore County and as directed by superiors;
- Handling telephone communications professionally and efficiently with careful regard to the divulgence of information;
- Coordinating requests for non-emergency transports in accordance with the nonemergency transport policies;
- Monitoring communication equipment to maintain contact with the dispatcher;
- Performing rescue operations; and

• Maintaining apparatus and equipment. The incumbent must perform routine tasks in and around the ambulance service building, including:

- Checking, restocking, inventorying and cleaning any apparatus operated by EMS of LeFlore County;
- Cleaning, doing dishes, emptying trash and other related duties in the station;
- Washing and drying towels, coveralls, and other laundry in the provided heavy duty washing equipment;
- Representing the ambulance service while on duty at public service functions, expositions, and other public events;
- Providing ambulance stand-by services at sporting events or any other activities designated by the supervisor; and
- Performing any other duty related to EMS of LeFlore County as designated by the supervisor.

The incumbent must also:

- Be a team player, as EMS is a team effort, and providers must provide necessary assistance to ensure system sanitation, readiness and adherence to quality assurance standards;
- Be flexible, as emergency services operate on a 24-hour clock; the incumbent's assigned work shift schedule may vary and the incumbent should be available to

respond immediately for a call during the assigned work period, and the start and shift times may vary due to the nature of the business;

- Maintain a thorough working knowledge of local geography, which includes maps, streets, and grid book systems;
- Maintain a thorough working knowledge of applicable current standards of care, including equipment functions and uses; and
- Assure that all certifications, licenses and registrations are up-to-date.

#### **QUALIFICATIONS**

Educational Requirements

The incumbent must have a minimum of either a high school diploma or a GED as evidence of completion of a high school education, and must have and maintain current state emergency medical technician certification (license, if applicable).

Certificates, Licenses And Registrations

The incumbent must possess and maintain a valid driver's license, current state EMT certification (license, if applicable), American Heart Association BCLS certification, EVOC/EVDT certification, Hazardous Materials Operations, PALS, ACLS, and other certifications as required.

Minimum Experience, Abilities Required And Special Requirements This position requires one year of experience in the field of rescue and emergency medical services. Additionally, the incumbent must possess basic working knowledge of an IBM-compatible computer and be able to enter necessary data into a computer.

PHYSICAL REQUIREMENTS OF THE POSITION

The physical demands described here 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. Optional 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 incumbent 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 individual 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 position, etc.

<u>SITTINC:</u> Frequently when responding to a location, the individual 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.

<u>LIFTING AND CARRYING:</u> Frequently required to lift and carry weights ranging from a few pounds to ten (10) pounds and above. Occasionally required to lift and carry weights scaled at above 100 pounds or more. Incumbents will need to lift and carry, with one team member, adult patients, 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 5-foot tall, 10-inch diameter oxygen cylinders, and medical equipment boxes. The oxygen cylinders can be made of quarter-inch steel and weigh up to 113 pounds. The medical equipment boxes can weigh approximately fifty pounds or more.

<u>BENDING AND STOOPING:</u> Frequently throughout a work shift the individual will be required to bend in a range of 1 to 90 degrees. The average situation will require the individual 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, 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 provider may bend and/or stoop 1 to 15 times per incident.

<u>CROUCHING AND KNEELING</u>: 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 but may be up to 15 times for a duration up to 30 minutes or greater.

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

**REACHINC:** Frequently to continuously throughout the work shift in order to review monitoring equipment, operate communication equipment, administer oxygen, and operate equipment. The incumbent may also be required to reach in precarious positions, such as in a vehicle, which has been crushed in an accident, or in other confined spaces. If working inside the ambulance en route to a medical facility, the incumbent 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. Slight pushing will be required if the incumbent 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.

<u>HANDLING OR GRASPING</u>: Continuously. While working at any given location, continual bilateral gross manipulation is performed in this position. This may be involved when: opening/closing doors; and using, handling, carrying and/or operating medical equipment boxes that may weigh approximately fifty (50) pounds or more, stretcher rails, various handles attached to equipment, and tools. The arm and hand must be able to perform al types of positions, including supination and pronation. 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.

<u>HAZARDS</u>: The incumbent, when responding to emergencies, can be exposed to dust, fumes, gases, fire, smoke, adverse weather conditions, and chemicals. Driving at speeds beyond the posted limit may occur and, therefore, the incumbent may be exposed to vehicular accidents at a higher speed than normal. 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.

### MENTAL REQUIREMENTS OF THE POSITION

- Handle a significant number of stressful situations, and be able to function calmly; coolly and collectedly under all types of stressful situations;
- Get along well with diverse personalities;
- Communicate with patients and others with empathy and respect;
- Create and maintain a positive and cooperative working environment in
  - stressful situations;
  - Work smoothly and professionally in an environment where teamwork is essential;
  - Analyze and interpret difficult and complex patient care and personnel situations;
  - Work independently with a minimal supervision for assigned tasks;
- Exercise sound independent judgment within general Policy and
  - procedural guidelines;
- Anticipate and identify problems and take initiative to prevent or correct them;
  Establish and maintain effective working relationships with all levels of
  - personnel within the medical community, EMS of LeFlore County, outside agencies, patients, and members of the community;
  - Understand and follow federal, state and local laws, and EMS of LeFlore County policies, procedures, and rules;
- Follow orders;
- Remember and apply concepts, knowledge and principles; and
  - Appropriate deal with stress and maintain composure when encountering serious injuries or illnesses.

## DISCLAIMER

The information provided in this description is designed to indicate the general nature and level of work performed by incumbents within this position. It is not to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees assigned to this position. Management has the sole discretion to add or modify the duties of the position and to designate other functions at any time. This position description is not an employment agreement or contract.

## ACKNOWLEDGMENT

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of the Company. I also understand that if employed by the Company, I am employed as an at-will employee and that the Company or I may terminate the employment relationship at any time, without notice, and for any lawful reasons

Signature of Incumbent Date

## <u>ATTACHMENT D</u> Position Description - Paramedic

#### POSITION TITLE:

**Emergency Medical Technician-Paramedic** 

## POSITION IDENTIFICATION

Reports to: Employees Supervised/Directed: FLSA Code: Supervisor None Non-Exempt

## POSITION PURPOSE AND SUMMARY

Under the supervisor, the ideal incumbent will perform duties associated with providing emergency medical care to the sick and injured in accordance with all applicable laws, regulations, and Company policies.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

### General Responsibilities

The incumbent must possess and apply knowledge and skills necessary to perform the duties of an Emergency Medical Technician and Emergency Medical Technician Paramedic, in a dignified and compassionate manner, including but not limited to:

- Responding to an emergency efficiently and promptly;
- Administering basic and advanced life support to patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, and local laws, regulations, and standards, and in accordance with Company policies and guidelines;
- Assessing the nature and extent of injury or illness to establish and prioritize medical procedures to be followed;
- Treating patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, and local laws, regulations, and standards, and in accordance with Company policies, rules, and guidelines;
- Effectively communicating with professional medical personnel and treatment facilities to obtain instructions regarding further treatment and/or to arrange reception of patients to the appropriate center;
- Maintaining order at scenes, including crowd dispersement and restraint of family and friends;
- Completing patient care forms, insurance forms, evaluation forms, and all other forms in a competent and timely fashion;
- Adhere to and follow all Policies and Procedures concerning safety and contamination by bloodborne pathogens; and
- Educate and /or train squad personnel, EMS trainees and the public.

Job Responsibilities Related to Patient Privacy

- 1. The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's Policies and Procedures on patient privacy may result in disciplinary action up to and including termination of employment or of membership or association with EMS of LeFlore County.
- 2. The incumbent may access protected health information and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other Company operations.
- 3. The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's Policies and Procedures on patient privacy and any observed practices in violation of that Policy to the designated Privacy Officer.
- 4. The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy Policy information to coworkers, students, patients and others in accordance with Company Policy.

## Additional Obligations and Skills

The incumbent must possess and apply knowledge and skills necessary to perform the duties of a driver of ambulance equipment, including but not limited to:

- Promptly responding to instructions from a dispatcher and driving and operating specially equipped emergency vehicles to specified locations at a safe and controlled speed, in accordance with federal, state, and local laws, regulations and standards, and in accordance with Company policies, rules, and guidelines;
- Assuring that vehicles are in good working condition at all times, are properly maintained and stocked, have all necessary equipment and that the equipment is in good working order at all times;
- Cleaning, organizing and restocking vehicles in a ready condition after each transport;
- Receiving and responding to requests for emergency ambulance service and other duties-related communication via two-way radio or other communication devices;
- Maintaining accurate records of ambulance equipment and other emergency equipment and/or personnel dispatched to each emergency and nonemergency request and other operation and administrative data as required to maintain the operational continuity of the Company and as directed by superiors;
- Properly document each transport on the approved Patient Care Report in accordance with Company Policies and Procedures;
- Handling telephone communications professionally and efficiently with careful regard to the divulgence of information respecting confidentiality requests at all times;

- Coordinating requests for non-emergency transports in accordance with the Company's non-emergency transport policies;
- Monitoring communication equipment to maintain contact with the dispatcher; and
- Maintaining apparatus and equipment in accordance with all policies, procedures and direction.

The incumbent must perform routine tasks in and around the ambulance service building, including but not limited to:

- Checking, restocking, inventorying and cleaning any apparatus operated by the Company;
- Cleaning, doing dishes, emptying trash and other related duties in the station;
- Washing and drying personal protective equipment in heavy duty washer and dryer;
- Representing the ambulance service while on duty at public service functions, expositions, and other public events; and
- Performing any other duty related to the Company as designated by the supervisor or Chief.

The incumbent must also:

- Be a team player, as EMS is a team effort, and providers must provide necessary assistance to ensure system sanitation, readiness and adherence to quality assurance standards;
- Be flexible, as emergency services operate on a 24-hour clock; the incumbent's assigned work shift schedule may vary and the incumbent should be available to respond immediately for a call during the assigned work period, and the start and shift times may vary due to the nature of the business;
- Maintain a thorough working knowledge of local geography, which includes maps, streets, and grid book systems;
- Maintain a thorough working knowledge of applicable current standards of care, including equipment functions and uses;
- Assure that all certifications, licenses and registrations are up-to-date; and
- Conduct him/herself in a courteous, helpful, dignified and professional manner at all times when dealing with patients, co-workers, supervisors and or the public.

#### QUALIFICATIONS

#### Educational Requirements

The incumbent must have a minimum of either a high school diploma or a GED as evidence of completion of a high school education, and must have and maintain current paramedic certification. An incumbent must also maintain the required annual continuing medical education credits as set forth by the State EMS Office.

#### Certificates, Licenses And Registrations

The incumbent must possess and maintain a valid driver's license, Paramedic certification, ACLS, American Heart Association BCLS certification, EVOC/EVDT certification, Hazardous Materials Operations, PALS and BTLS or PHTLS certification.

#### Minimum Experience, Abilities Required And Special Requirements

This position requires one year of experience in the field of rescue and emergency medical services. Additionally, the incumbent must possess basic working knowledge of an IBM-compatible computer, and be able to enter necessary data into a computer.

#### PHYSICAL REQUIREMENTS OF THE POSITION

The physical demands described here 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. Optional while at rest at the facility. This usually includes: going to and from the emergency vehicle, and 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 incumbent 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 individual 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 position, etc.

SITTINC: Frequently when responding to a location, the individual 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. The facility is equipped with a small lounge area that is furnished.

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. Incumbents will need to lift and carry with one team member adult patients, 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 5-foot tall, 10 inch diameter oxygen cylinders, and medical equipment boxes. The oxygen cylinders can be made of quarter-inch steel and weigh up to 113 pounds. The medical equipment boxes can weigh approximately fifty pounds or more. BENDING AND STOOPING: Frequently. Frequently throughout a work shift the individual will be required to bend in a range of 1 to 90 degrees. The average situation will require the individual 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, 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 provider 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 incumbent 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 incumbent may also be required to reach in precarious positions, such as in a vehicle, which has been crushed in an accident, or in other confined spaces. If working inside the ambulance en route to a medical facility, the incumbent 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. Slight pushing will be required if the incumbent 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; and 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 supination and pronation. 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 incumbent, 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 incumbent is expected to adhere to all applicable Policies and Procedures concerning safety and the prevention of contamination and infection due to bloodborne pathogens.

## MENTAL REQUIREMENTS OF THE POSITION

- Handle a significant number of stressful situations, and be able to function calmly, coolly and collectedly under all types of stressful situations;
- Get along well with diverse personalities;
- Communicate with patients and others with empathy and respect;
- Create and maintain a positive and cooperative working environment in stressful situations;
- Work smoothly and professionally in an environment where teamwork is essential;
- Analyze and interpret difficult and complex patient care and personnel situations;
- Work independently with minimum supervision for assigned tasks;
- Exercise sound independent judgment within general Policy and procedural guidelines;
- Anticipate and identify problems and take initiative to prevent or correct them;
- Establish and maintain effective working relationships with all levels of personnel within the medical community, the Company, outside agencies, patients, and members of the community;
- Understand and follow federal, state and local laws, and Company policies, procedures, and rules;
- Establish and maintain effective working relationships with others;
- Follow orders;
- Remember and apply concepts, knowledge and principles;
- Appropriately deal with stress and maintain composure when encountering serious injuries or illnesses.

## DISCLAIMER

The information provided in this description has been designed to indicate the general nature and level of work performed by incumbents within this position. It is not designed to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees assigned to this position. Management has the sole discretion to add or modify the duties of the position and to designate other functions as essential at any time. This position description is not an employment agreement or contract.

## ACKNOWLEDGMENT

I, \_\_\_\_\_\_, have read this position description in its entirety and fully understand and understand the expectations, requirements and hazards associated with this position, and that the job description and duties are subject to change at the discretion of the Company. I also understand that if employed by EMS of LeFlore County, I am employed as an at-will employee and that the Company or I may terminate the employment relationship at any time, without notice, and for any lawful reasons

#### Signature of Incumbent

## <u>ATTACHMENT E</u> <u>Handbook Acknowledgment</u>

This Personnel Handbook describes important information about EMS of LeFlore County, and I understand that I should consult with EMS of LeFlore County management regarding any questions not answered in the Handbook. However, it is not all-inclusive of the policies or procedures of EMS of LeFlore County.

The information, Policies and benefits described in this Handbook are subject to change. Whenever possible, all such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies at any time and without any prior notice.

If I am an employee, I have entered into my relationship with EMS of LeFlore County voluntarily and acknowledge that there is no guarantee of employment. Accordingly, either EMS of LeFlore County or I can terminate the relationship at any time. I understand that this Handbook is not a contract of employment or membership, and does not alter the "at-will" nature of my employment of membership where the "at-will" relationship already exists.

I have received the Handbook and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

EMPLOYEE SIGNATURE

DATE

EMPLOYEE NAME (TYPED OR PRINTED)

# <u>ATTACHMENT F</u> <u>Confidentiality and Non-Disclosure Statement</u>

The protection of confidential business information and trade secrets is vital to the interests and the success of EMS of LeFlore County. Such confidential information includes, but is not limited to:

Patient Information Compensation Data Patient and Customer Lists Financial and Billing Information Marketing Strategies Pending Projects and Proposals

All personnel are required to respect the confidentiality of all proprietary or confidential information and are expected to not disclose such information to individuals outside of EMS of LeFlore County. We may require our personnel to sign a non-disclosure agreement as a condition of membership or employment. Personnel who improperly use or disclose any confidential information (including confidential business information or patient information) will be subject to disciplinary action, up to and including expulsion and termination.

	1		
SIGNATURE	23	DATE	
PRINTED NAME			

## ATTACHMENT G Exit Interview Questionnaire

EMS of LeFlore County conducts exit interviews with all employees who leave the organization. This interview is conducted by your supervisor and is designed to help the organization determine its strengths and weaknesses, and to identify important issues affecting the workplace, as well as identify possible compliance problems. This information is treated as confidential information.

The following questions may be included in the Exit Interview, and are in no way meant to be exhaustive. Any affirmative answers to questions about misconduct should be followed up with detailed questions designed to identify: (1) participants in the conduct, (2) witnesses to the conduct or others with knowledge of the conduct, (3) the date and place of the conduct, (4) location of any documents or physical evidence, and (5) any other information necessary to ABC Ambulance to either verify or disprove the allegations.

### About your departure

- 1. Do you feel that you are leaving on good terms with ABC Ambulance?
- 2. Tell me about why you've come to the decision to leave ABC Ambulance.
- 3. What are your main reasons for leaving?
- 4. How long had you thought about leaving?
- 5. Do you have another job to which you are headed?
- 6. If so, what does it have that ABC Ambulance can't offer to you?
- 7. What could have been done to prevent your departure?
- 8. Would you like us to be a reference for you in the future?
- 9. Would you consider working here again? If not, why?
- 10. Would you recommend the Company as a place of employment/membership for family and friends? If not, why?

#### About your experience at ABC Ambulance

- 11. How satisfied were you working here?
- 12. What was most satisfying about your job?
- 13. What was least satisfying about your job?
- 14. If you could change anything at ABC Ambulance, what would it be?
- 15. Do you feel that you received adequate feedback, training and support while with ABC Ambulance? If not, what could be improved?
- 16. Did you receive adequate job performance evaluations, as outlined by ABC Ambulance policies? If not, what was missing?
- 17. Were you happy with the job expectations, pay, benefits, Policy requirements, etc.? If not, why, and what was inconsistent with your expectations?
- 18. Did any Policy requirements make your performance more difficult, or impose obstacles on your performance?
- 19. Were you happy with your supervisor? If not, why?
- 20. If so, is there anything that could be done to improve his/her management style?

#### Work environment

- 21. What suggestions can you offer to prevent other employees from departing in the future, under similar circumstances?
- 22. Do you feel that you could have done more here, or expanded your horizons and shown more of your capabilities and potential, but were denied that opportunity?
- 23. What is your impression of the way ABC Ambulance handles internal communications (e.g. the ability to make complaints, request change, and offer advice to make things better)?
- 24. Do you have any suggestions as to how working conditions, benefits, and relationships between employees and management could be improved?
- 25. What can ABC Ambulance do better to retain its best employees?
- 26. Were you the victim of any hostility, harassment, or other mistreatment, during your employment, and especially, after your announcement to leave?
- 27. What could be done to improve ABC Ambulance as a whole?
- 28. Based upon your job description at the time of hire, do you feel that ABC Ambulance met your expectations?
- 29. Did ABC Ambulance help you to advance your career goals?
- 30. Did ABC Ambulance provide a friendly, safe and pleasant work atmosphere?

## <u>Compliance</u>

- 31. Did you ever witness any activity you thought was inappropriate (e.g. improper billing, poor quality of care, improper conduct, Policy violations)?
- 32. If so, did you ever report your concerns to management? If not, why?
- 33. If so, do you feel your concerns were adequately addressed?
- 34. If so, were the problems corrected and have they not recurred?
- 35. Are you aware of any activities that you feel may be construed as fraudulent and abusive, or in violation of Medicare program standards?
- 36. Are you aware of any conduct you feel is unethical, illegal, or observe any other activity in violation of policies? If so, elaborate.
- 37. Have you heard substantive rumors or reports (i.e., those you felt had some credibility) of alleged unethical or illegal conduct by other ABC Ambulance employees or volunteers?
- 38. Are you aware of instances where personnel removed ABC Ambulance documents or computer files without returning them to the ABC Ambulance?
- 39. Are you aware of instances of breaches of confidentiality, involving ABC Ambulance patient information or proprietary ABC Ambulance information?
- 40. Do you believe that security, enforcement, and other privacy, confidentiality, and proprietary standards were adequately met?

Interview conducted by

**Interview Date** 

## <u>ATTACHMENT H</u> <u>Authorization for Reference Checks, Criminal History Checks and</u> <u>Drug and Alcohol Testing</u>

I have applied for employment with the EMS of LeFlore County. As a part of the application process, I understand that EMS of LeFlore County will conduct a background and reference check which may include a review of public records, criminal history check, and inquiries of my former employers and references which I have provided regarding my qualifications and suitability for employment, as well as verification of any information I have provided in this application. As part of this inquiry, I understand that EMS of LeFlore County will obtain a report of criminal history information and driver's license history, from applicable law enforcement agencies, or, in some cases, the Federal Bureau of Investigation, and that applicable state law may prohibit the employment of persons convicted of certain crimes. I also understand that the application process includes a Drug and Alcohol test, which may also be conducted at various times throughout my employment.

I hereby give my permission to any of my listed references to release to EMS of LeFlore County any information regarding my work and volunteer experience, including, but not limited to performance of expected duties and disciplinary information, to EMS of LeFlore County.

I hereby authorize EMS of LeFlore County to conduct this background and reference check, as well as a Drug and Alcohol screen as part of the application process, and I release from liability EMS of LeFlore County and its representatives for seeking, gathering, and using such information. I also release any individual or entity from any liability whatsoever for providing EMS of LeFlore County with any information concerning my qualifications and suitability for employment, including the former employers and personal references I have identified on the application.

I authorize EMS of LeFlore County to send a copy of this authorization to my listed references or anyone else contacted by the Company to provide information about me.

Date	Signature
	Print Name
	Address

# ATTACHMENT I Application for Employment

EMS of LeFlore County considers applications for employment without regard to race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class. EMS of LeFlore County IS A DRUG-FREE WORKPLACE

PLEASE PRINT	Email Ad	dress:	
	PERSONAL	INFORMATION	
Name:(Last)	(First)	Date: (Middle)	
Social Security Number:	7776-	Phone:	
Address:	2.1	- 10	
City:	State:	Zip Code:	
Home Telephone Number: _	100 L	Other Phone:	
Are you at least 18 years of a	ige? YES NO	Date Available to Start:	
Hours Requested (please circle) Full Time Part Time			
How did you find out about t	his posit <mark>io</mark> n?		
Do you have any relatives or	friends working	y/volunteering here?	
Please list:			
POSITION INFORMATION			
Position(s) Applying For:			
Have you ever worked/volu If so, date(s)		organization?	
Reason(s) for leaving:			

## CERTIFICATION INFORMATION (List only current certifications - photocopies required at interview)

Certification	<b>Certification Number</b>	<b>Expiration</b> Date	Certifying Agency
CPR			
EMT/EMT-P			

(Circle One)		
National Registry		
PALS		
ACLS		
BTLS		
EMD		
CDL		
Other:		

## WORK REQUIREMENTS AND GENERAL INFORMATION

Can you provide proof, if hired, that you are elig	ible to work in the U.S.? YES NO
Do you have a valid Driver's License? YES	NO Class:
Issued by what State?	Driver's License #:
List all moving violations (convictions) and accid your license in the last five years:	
Have you ever been convicted, or pled guilty or including a DUI/DWI or similar offense, had any revoked or suspended? YES NO	
If yes, explain:	
A conviction will not necessarily disqualify you fro.	m employment.
Have you ever been excluded or are you current federal health program such as Medicare or Med	
If yes, explain:	
EMPLOYMENT (List your last three employers or volunteer)	
I.	
Employer:	
Job Title:	Supervisor:
Start Date:	Salary:
End Date:	Salary:

,	- ( <b>-</b> g		F			
Employer's Tel	ephone #:		Ma	ay we contact?:	YES	S NO
Reason for leav	ing:					
II.						
Employer:	1	100	1.1.1.1.1			
Job Title:			Superviso	or:		
Start Date:			Salary:		2	_
End Date:	5 A C	~ 1 h	Salary:	4.	3	<u>.</u>
Job Description	(including d	uties and res	sponsibilities):	100	2	N
11		- Con.	19-19		2	
Emplo <mark>yer's Tel</mark>	ephone #:	10-	Ma	ay we contact?:	YES	S NO
Reason for leav	ing:					
III.				£ .		
Employer:	10.00	25				
Job Title:		-	Superviso	or:		41
Start Date:		1.00	Salary:	S. A.		11
End Date:						/
		ution and row	sponsibilities):		1	
Job Description	r (including d	uties and res	sponsibilities).	5 /	e .	
Employer's Tel	ephone #:	_	Ma	ay we contact?:	YES	S NO
Reason for leav	ing:					
MILITARY:						
BRANCH OF	DATE BEGAN	DATE ENDED	RANK & DUTIES	DATE	1	LOCATIO

Job Description (including duties and responsibilities):

Explain any gaps in employment: \_\_\_\_\_

#### PAST EMPLOYMENT

Have you ever been:

Disciplined or terminated for reckless driving?	YES	NO
Placed on probation or terminated for excessive absenteeism?	YES	NO
Disciplined or fired for insubordination?	YES	NO
Disciplined or fired for violation of safety rules?	YES	NO
Disciplined or fired for assault or fighting?	YES	NO
Disciplined or fired for harassment?	YES	NO
Disciplined or fired for patient abuse?	YES	NO
Disciplined or fired for alcohol or drug related activity at work?	YES	NO
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If you answered yes to any question above, please explain: \_

Answers of Yes for any of the above questions will not necessarily disqualify you from employment.

A CONTRACTOR OF A

## EDUCATION AND TRAINING

۰.

HIGH SCHOOL:	
Name:	Address:
Years com <mark>pleted:</mark>	
Did you graduate? YES NO	If not, highest grade completed:
Have you received your GED? YES NO	
COLLEGE:	I CALLY
Name:	Address:
Years completed:	
Did you graduate? YES NO	If not, highest year completed:
Degree:	Major:
OTHER COLLEGE:	

Name:	Address:
Years completed:	
Did you graduate? YES NO	If not, highest year completed:
Degree:	Major:
TECHNICAL SCHOOL:	
Name:	Address:
Years completed:	
Did you graduate? YES NO	If not, highest year completed:
Certificate:	License:
Expires:OTHER SCHOOL/TRAINING:	Expires:
Name:	Address:
Years completed:	
Did you graduate? YES NO	If not, highest year completed:
Certifi <mark>cate:</mark>	License:
Expires:	Expires:
OTHER:	
EMS/FIRE SERVICE RELATED TRAINING NOT LIS	TED ABOVE:

EMS/FIRE/PROFESSIONAL AFFILIATIONS (other than listed under prior employment):

Describe any additional qualifications or information, personal or professional, that you feel would be beneficial for us to know when considering your application:

# REFERENCES

List **three** persons, other than relatives, who have knowledge of your work experience and/or education.

Name:	Address:
Occupation:	
Years Known:	
Telephone Number (including area code):	Contraction of the second
1010	www.upp
Name:	Address:
Occupation:	
Years Known:	
Telep <mark>hone Num</mark> ber (including area code):	
THE R. LEWIS CO., LANSING MICH.	
Name:	Address:
Occupation:	
Years Known: Telephone Number (including area code):	

#### ACKNOWLEDGMENT

I certify that the information I have given on this application is true, complete and correct, and I understand that any false information, or the omission of information may be considered as sufficient reason for my discharge if hired. I recognize that completion of this application does not mean that job openings exist and does not obligate the Company in any way. Applications will remain active for six months, after which time re-application will be necessary. If hired, employment will be "at will" and either I or the Company is free to terminate the employment relationship at any time without cause and without prior notice. This application is not an agreement or a contract for employment.

If offered a position and at any time thereafter, I consent to medical examinations as may be required to determine my fitness to perform the job duties.

I understand that I may be required to undergo drug screening tests as a condition of employment. To comply with this requirement, I consent to providing a sample of my urine or other physical samples (such as blood or hair) prior to employment and again at any time so requested. Specimens will be tested for both legal (prescription drugs) and illegal substances. A positive test for legal substances will require proof of a current prescription. I further consent to allow any doctor, hospital or testing laboratory to conduct any medical test or examination as may be required by the Company as a condition of my employment, and I hereby give my consent to the release of all information which the Company deems necessary to determine my ability to perform job duties now or in the future.

I further understand that refusal to submit to an alcohol or drug screen test at any time will result in immediate discharge from this Company.

I hereby authorize the Company to investigate my employment history with former employers and to make any further investigation deemed necessary in connection with my application for employment, including a criminal history check, driving history check, child abuse clearance check, and other such inquiries. I release the Company and all informants from all liability resulting from such inquiries. I waive all rights to see or review the information so furnished.

I certify that I am not now, nor have I ever been excluded from any state or federal health care program. I further understand that if it is determined that I was so excluded, my employment with the Company may be terminated.

Applicant's Signature:

Date:

Printed Name: \_\_\_\_\_

# <u>Appendix J</u> **Paramedic School Tuition Assistance Program Application**

EMS of LeFlore County considers applications for the Paramedic School Tuition Assistance Program without regard to race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class. EMS of LeFlore County IS A DRUG-FREE WORKPLACE

PLEASE PRINT

PLEASE PRINT	
PERSO	NAL INFORMATION
Name:(Last) (First)	Date: (Middle)
Phone:	Length of employment at EMSLC:
Address:	
City: State	e: Zip Code:
Phone Number:	Other Phone:
Are you enrolled in Paramedic school?	YES NO Date to Start:
Other school situation?	
POSIT	ION INFORMATION
KTC School Rotation Applying For:	
Have you received any, or have you app financial assistance for Paramedic Schoo	blied for, or are you planning on applying for bl: YES NO

If yes, please explain what assistance you have received and the amounts, or the status:

### REQUIREMENTS AND GENERAL INFORMATION

Have you ever been convicted, or pled guilty or no contest to a felony or misdemeanor, including a DUI/DWI or similar offense, had any moving violations, or had your license revoked or suspended? YES NO

If yes, explain: \_\_\_\_\_

A conviction will not necessarily disqualify you from the program.

Have you ever been excluded or are you currently excluded from participating in any federal health program such as Medicare or Medicaid? YES NO

If yes, explain:

MIL	ITARY:

BRANCH OF	DATE	DATE	RANK & DUTIES	DATE	LOCATION
SERVICE	BEGAN	ENDED		DISCHARGED	
	100 C				

#### PAST HISTORY

Have you ever been:

Disciplined or terminated for reckless driving?	YES	NO	
Placed on probation or terminated for excessive absenteeism?	YES	NO	
Disciplined or fired for insubordination?	YES	NO	
Disciplined or fired for violation of safety rules?	YES	NO	
Disciplined or fired for assault or fighting?	YES	NO	
Disciplined or fired for harassment?	YES	NO	
Disciplined or fired for patient abuse?	YES	NO	
Disciplined or fired for alcohol or drug related activity at work?	YES	NO	

If you answered yes to any question above, please explain:

Answers of Yes for any of the above questions will not necessarily disqualify you from employment.

# EDUCATION AND TRAINING

<b>HIGH SCHOOL:</b>
---------------------

Name:	Address:
Years completed:	
Did you graduate? YES NO	If not, highest grade completed:
Have you received your GED? YES NO	
COLLEGE:	Con
Name:	Address:
Years completed:	
Did you graduate? YES NO	If not, highest year completed:
Degre <mark>e:</mark>	Major:
OTHER COLLEGE:	
Name:	Address:
Years completed:	
Did you g <mark>raduate? YES</mark> NO	If not, highest year completed:
Degree:	Major:
TECHNICAL SCHOOL:	
Name:	Address:
Years completed:	
Did you graduate? YES NO	If not, highest year completed:
Certificate:	License:
Expires:	Expires:

# **OTHER SCHOOL/TRAINING:**

Name:	Address:
Years completed:	
Did you graduate? YES NO	If not, highest year completed:
Certificate:	License:
Expires:	Expires:
Describe any additional qualifications or inform would be beneficial for us to know when consid	
11-7	
REFERE	INCES
List <b>three</b> persons, other than relatives, who have and/or education. Name: Occupation: Years Known: Telephone Number (including area code):	Address:
Name:	Address:
Occupation:	
Years Known:	
Telephone Number (including area code):	
Name:	Address:
Occupation:	
Years Known:	

Telephone Number (including area code):

## ACKNOWLEDGMENT

I certify that the information I have given on this application is true, complete and correct, and I understand that any false information, or the omission of information may be considered as sufficient reason for the revocation of this program. I recognize that completion of this application does not mean that I am guaranteed any financial assistance and does not obligate EMS of Leflore County in any way. Applications will remain active for six months, after which time re-application will be necessary. If awarded tuition assistance, I understand that the agreement is not a guarantee to employment, and I will be "at will" and either I or EMS of Leflore County is free to terminate the employment relationship at any time without cause and without prior notice. This application is not an agreement or a contract for employment.

I understand that I may be required to undergo drug screening tests as a condition of employment. To comply with this requirement, I consent to providing a sample of my urine or other physical samples (such as blood or hair) at any time so requested. Specimens will be tested for both legal (prescription drugs) and illegal substances. A positive test for legal substances will require proof of a current prescription.

I hereby authorize EMS of Leflore County to investigate my employment history with former employers and to make any further investigation deemed necessary in connection with my application. I release EMS of Leflore County and all informants from all liability resulting from such inquiries. I waive all rights to see or review the information so furnished.

Applicant's Signature:	Date:
Printed Name:	PORT AND

\*\*\*Please submit a short letter to the EMS Board as to why you feel you should be considered for the tuition assistance. Include how this tuition assistance will help you obtain your Paramedic license. Attach the letter to the back of this application\*\*\*

# <u>Appendix K</u>

ongevity at EMSLC:	1	2	3	4	(Circle One)
	(1-3 years)	(4-6 years)	(7-10 years)	(11+ years)	
Review of applicants letter	to the Board: (Scor	re from 1-10)			
History of disciplinary actio	n in the last vear: (	Deduct 1 pol	nt each)		
History of disciplinary actio	n in the last year: (	<u>Deduct 1 poli</u>	nt each)		
<u>History of disciplinary actio</u>	n in the last year: (	<u>Deduct 1 poli</u>	<u>nt each)</u>		
<u>History of disciplinary actio</u>	n in the last year: (	<u>Deduct 1 poli</u>	<u>nt each)</u>		
<u>History of disciplinary actio</u>	n in the last year: (	<u>Deduct 1 pol</u>	nt each)		
<u>History of disciplinary actio</u>		<u>Deduct 1 pol</u>	<u>nt each)</u>		

#### Administration review: (attendance, QA, Sergeant/Captain review, keeps up with certs/CE attendance and online, etc)

	0	1	2	3	
Attendance Absent:	Frequently	Occasionally	Rarely	Exceptional	(Circle One)
Tardiness/Punctuality:	Frequently	Occasionally	Rarely	Exceptional	(Circle One)
Keeps up with CE online:	No	Occasionally	Often	Exceptional	(Circle One)
Keeps up with CE in-house:	No	Occasionally	Often	Exceptional	(Circle One)
QA issues/chart lock issues:	Frequently	Occasionally	Rarely	Exceptional	(Circle One)
Issues reported by Sergeant:	Frequently	Occasionally	Rarely	Exceptional	(Circle One)
Issues reported by Captain:	Frequently	Occasionally	Rarely	Exceptional	(Circle One)

Does the employee participate in any EMSLC activities or programs? (1 point each) (REMSS, Interview Panel, FTO, PR events, etc)

Total Score	

# ATTACHMENT L Employee's Report of Work Related Injury Form

# To be completed immediately after an accident and submitted to your supervisor.

Employee Name:	SSN:
Date of Birth:	Marital Status:
No. of Dependents:	Job Title:
Home Address:	Phone No
Gross wages (biweekly): \$	THE REPORT OF
Date of Accident:	Time of Accident:
Location of Accident:	
Name of witness(es) to accident:	
A CALL AND A	10 A
Describe in detail how the accident occurred (includ	le how injury oc <mark>curr</mark> ed, work related
activity you were engaged in at the time of the accid	ent, and the cause of the injury):
and the second s	
Part of body injured (specific: right thumb, lower ba	ck, etc.):
Type of injury (sprain, burn (degree), cut, etc.):	
Was medical treatment sought? YES NO	
If so, n <mark>ame of me</mark> dical provider:	
No. of days missed from work:	and the second
Return to Work Date (as indicated by physician):	
Type of leave requested:	
Was safety equipment provided? YES NO Was	as safety equipm <mark>ent used?YE</mark> S NO
Signature of employee:	Date:
	A CONTRACTOR OF

# <u>ATTACHMENT M</u> Supervisor's Report of Work Related Injury Form

# To be completed and forwarded to Workers' Compensation Carrier.

Name of injured employee:	
Date of accident:	
Date Employer/Supervisor was notified:	
Location of accident:	
Describe in detail how the accident occurred:	
	and the second se
a share a share i	
Part of body injured:	
Type of Injury:	
Return to work date (as stated by the physician	):
No. of days missed from work:	
No. of days worked with restrictions:	
Witnesses to Injury:	
······································	
Do you agree with the employee's description	of the accident: YES NO
If no, explain:	and the second se
	and the second se
Was safe <mark>ty equipme</mark> nt provided? YES NO	Was safety equipment used? YES NO
If no, explain:	
Recommendation on how to prevent this type of	of accident from recurring:
	a doordont nom roodining.
Name of supervisor:	AND REAL PROPERTY AND INCOME.
Signature of supervisor:	Date:
	Date

# <u>ATTACHMENT N</u> <u>Accident Witness Statement Form</u>

# To be completed and returned to Supervisor as soon as possible.

Name of injured employee:	
Job Title:	
Location of accident:	
	Fime of accident:
Describe in detail how the accident occurred:	Gan -
a start	~~ <i>u</i> <sub>11</sub> ,
	Salar Salar
Was safet <mark>y equipment</mark> provided? YES NO	Was safety equipment <mark>used?YES</mark> NO
If no, explain:	
Name of witness (print or type):	
Signature of witness:	Date: