

FIRE DEPARTMENT EMPLOYMENT CONDITIONS

All full-time Fire Department employees are subject to hire based upon the following conditions:

- a. Employee understands and agrees that the position of Firefighter-Medic is an essential part of the Fire Department and understands that under the Fair Labor Standards Act (FLSA) there is an exemption to overtime pay over 40 hours per week for firefighters. This exemption is contained in Section 29 U.S.C.207(k). The City's present work period for full-time firefighter-medics is 28 days, which requires overtime after 212 hours. The most recent work period began _____.
- b. Employee also understands that Employee may be on a 24¼ hour shift under which eight (8) hours of sleep time will be deducted to determine when overtime is applicable, unless the Employee receives less than eight (8) hours of uninterrupted sleep time. If it is less than eight (8) hours, the sleep time deduction will be reduced to the uninterrupted sleep time. If the uninterrupted sleep time is less than five (5) hours, there will be no deduction for sleep time.
- c. Employee understands Employee may be required to carry a pager and be on call for some 24-hour periods during a month. Employee agrees that such pager time allows Employee to carry on Employee's personal activities, Employee is not required to stay at home, the target response time is 10-15 minutes (which Employee agrees for a city the size of Williston is a reasonable response time), Employee need not respond in uniform, that the City-provided pager allows Employee to have mobility within a 10-15 minute response time, that the Employee is not subject to being disciplined for the occasional instance when Employee is not unreasonably late in responding to a page, that the call-backs are infrequent, and that the employees will have the ability to trade shifts. In these circumstances, the City and the Employee consider the time that the Employee carries a pager and is on call is not compensable time, unless determined otherwise by the Wage and Hour Division of the Department of Labor. However, Employer agrees to pay Employee any pager pay which it pays like personnel for carrying a pager. At present the rates are _____ per hour for standby time and _____ per hour for regular on-call time assigned to Employee, and these rates are subject to change. Employee will also carry the pager in order to respond to an "all call" emergency pursuant to the policies of the Department.
- d. The Employer agrees that it will pay Employee time-and-a-half for a minimum of two (2) hours whenever Employee is called in on a page.
- e. This agreement does not guarantee future employment. Any conditions or provisions not expressly contained in this agreement are governed by the City of Williston's *Personnel Policies & Procedures* or those policies and procedures adopted by the Williston Fire Department.
- f. The Employer and Employee understand and recognize that the FLSA does not permit an employee to waive the statutory protections and rights provided under that federal law.
- g.

I have read and agree to be employed under the above conditions.

Signature

Date