

NORMANDY FIRE PROTECTION DISTRICT

VOLUME II

PERSONNEL POLICIES, RULES, REGULATIONS AND PROCEDURES

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Article I. Introduction

Section 1.01 Non Waiver

Failure of the Fire District to insist on performance of any item included herein shall not be construed as a waiver of such policy, rule, regulation or procedure, and the same shall remain in force and effect until recanted in writing.

Section 1.02 Employee Duty

It is the duty of each employee to maintain a complete updated set of these Personnel Policies, Rules, Regulations and Procedures.

Section 1.03 Violations

Violation of any District policy, rule, regulation, procedure, mandate or directive may result in disciplinary action, up to and including dismissal.

Section 1.04 Policies are Directory

These Personnel Policies, Rules, Regulations and Procedures are deemed directory to the employees of the Normandy Fire Protection District, and are subject to being unilaterally repealed, amended, modified or substituted by the Board, at will and in the Board's sole discretion.

Section 1.05 No Limitations on Board of Directors

These Personnel Policies, Rules, Regulations and Procedures referenced herein shall place no mandates, restrictions or limitations upon the powers, duties, privileges, rights and discretion of the Board of Directors as established by Section 321.220, RSMo, by the District's By-laws, or as otherwise granted by law

Section 1.06 No Contractual Rights

These Personnel Policies, Rules Regulations and Procedures shall vest no contractual rights, duties, limitations or privileges between District employees and the District or its Board of Directors, nor shall it place any mandates, restrictions or limitations upon the rights, privileges and discretion of the Board of Directors to unilaterally hire, discipline and terminate employees at will or to unilaterally set, amend or change both the terms and conditions of employment and these Personnel Policies, Rules, Regulations and Procedures so referenced herein, unilaterally and without limitation or restrictions, in the sole discretion of the Board of Directors

Section 1.07 Reservation of Board's Rights

Employment with the district is and shall be and remain at the sole will and discretion of the Board of Directors, and in that respect, the Board of Directors does specifically retain and reserve unto itself the sole and unilateral powers, rights, privileges and discretion to hire, discipline, suspend, penalize and/or terminate employees or employment with the District at will, with or without cause, and within the sole discretion of the Board, notwithstanding any rule, regulation, policy, directive or procedure set forth in any Personnel Policies, Rules, Regulations or Procedures referenced herein or that may be herein or hereafter adopted by the Board regulating employment with the District

Section 1.08 Decision of Board Shall be Final

Any decision made by the Board to hire, discipline, penalize, suspend, and to set or change the terms and conditions of employment, at will and in the sole discretion of the Board, including but not limited to the Personnel Policies, Rules, Regulations and Procedures referenced herein, shall be final when made and not subject to any review or appeal by or to any other entity except the Board itself

Article II. General

Section 2.01 Employee Copy

Each employee of this District will be furnished with a copy of this manual. It will be their responsibility to become familiar with its contents and have a clear understanding of the rules and regulations contained herein. Events will arise which cannot be foreseen and for which no policy, rule, regulation or procedure has been provided. It shall be the responsibility of all employees of the Normandy Fire District to act at that time with promptness, discretion and in a manner consistent with good judgment for the problem at hand.

Section 2.02 Ownership of Manual

This manual is the property of the Normandy Fire Protection District, and shall be handled with care. It shall not be willfully soiled, defaced or marred. When leaving this District, each employee will return their manual with all other property of this District assigned to them. Replacement value of this manual is ten dollars (\$10.00).

Section 2.03 Changes in Rules

Whenever in the discretion of the Board or at the suggestion of an employee, changes in the be rules and regulations are deemed warranted, the Board shall convene a Committee to study and to recommend changes for the consideration of the Board. No change shall take effect unless and until approved by the Board of Directors, whose decision shall be final. Each Employee will be supplied with a copy of the new or deleted rule or regulation to be added to his or her rule manual.

Article III. Employee Organizations

Section 3.01 Recognition

The District will recognize any Bargaining Unit of employees as certified by the Missouri State Board of Mediation. It will also recognize other employee organizations without bargaining rights.

Section 3.02 Discrimination

The District and any Employee Organizations will not discriminate against any employee because of race, color, religion, sex, national origin, marital status or age.

Section 3.03 Union or Employee Activity

Neither the District, any employee Union or Organization nor any member of a Union or employee Organization will, by intimidation or coercion, compel or attempt to compel any person to join or refrain from joining a Union or employee Organization. The District will not discharge or discriminate against any member of an employee Union or Organization because of the exercise of any right granted by the Missouri Public Employee Labor Law.

Section 3.04 Bulletin Board Space

Employee unions and organizations may be permitted to attach a bulletin board, at their cost, of a size not to exceed twelve (12) square feet, at a location to be agreed upon between the Chief and the Union or employee's representative. The decision of the Chief will be final.

Section 3.05 Prevailing Rights

All personnel policies, rules, regulations and procedures of Normandy Fire Protection District affecting salaries, terms and conditions of employment of employees represented by a Union will be established, enforced, modified, amended, changed and or terminated in accordance with the Missouri Public Employee Labor Law, the Missouri Constitution, any Rules and Regulations adopted by the State Board of Mediation, any Rules and Regulations adopted by the District and any Agreement that may hereafter be entered into between the District and a certified employee Union.

Article IV. Seniority

Seniority will be determined by all the time worked for the Normandy Fire Protection District as a full-time paid employee, with or without interruption. Employees will be on probation during the first eighteen (18) months of their employment and will commence accumulation of seniority on the first day of employment with the District. Continuous service will be broken only by:

1. Resignation
2. Discharge
3. Retirement
4. Layoff for three (3) successive shift days or more.

Article V. Discipline and Discharge

Section 5.01 Procedure

A commanding or supervisory officer may suspend an employee for up to seven calendar days with cause. A command or supervisory officer may recommend to the Board of Directors that an employee be discharged for cause. In case of a suspension or recommendation for discharge, the Board may hold a hearing to investigate the charges. Except for good cause shown, at least seven (7) days before the hearing, the employee will be notified in writing of the charges, and the time and place of the hearing.

Section 5.02 Representation

Employees may be represented by legal counsel at any hearing governed by this Article; however, the hearing will not be a contested matter and the legal counsel will not have the right to examine or cross examine witnesses; but will participate solely in the discretion of the Board. In addition, or alternatively one union or employee representative of the employee's choice may be present at such hearing to observe, and to advise and counsel the affected employee. The legal counsel and union or employee representative will keep the contents of such hearing confidential.

Section 5.03 Record of Proceedings

By consent and in the sole discretion of the Board, either the Employee, at his expense, or the District, at its expense, may cause a hearing to be transcribed by a certified stenographer.

Article VI. Hours

Section 6.01 Regular Hours of Work

Employees will work a three (3) platoon, twenty-four (24) hour rotating shift. Shift rotation will be in the sole discretion of the Fire Chief.

Section 6.02 Start and Stop Times

Each twenty-four hour shift will commence at 07:30 hours and continue through 07:30 hours the following day.

Section 6.03 Premium Pay for Unscheduled Hours

Employees will be paid an amount equal to one and one-half (1/2) times their regular rate of pay for all time worked or accrued under the either of the following circumstances.

- (a) When an Employee is held over after the end of his or her regular shift because relief is unavailable for any reason, or
- (b) When an Employee is moved to another Shift at the direction of the District, with the result that during a bi-weekly pay period of such move, the Employee would work in excess of five (5) days of regularly scheduled work, or
- (c) When an Employee is required to attend educational training courses on days not scheduled for duty.

Time worked or deemed to be worked under this Section 8.2 will be counted toward the Employee's accrual of time worked for overtime purposes as if it were paid at the regular rate.

Section 6.04 Training Time

Time spent in class in any course required by the State of Missouri or the County of St. Louis to be taken to maintain paramedic or other required certification, up to a total of one hundred twenty (120) hours over three (3) years, will be considered time worked, however it will be compensable as overtime only if the Employee is not scheduled for work during the time of such class. To be compensable under this section, coursework must be approved by the EMS Officer. Any time spent by a paramedic in class in any course which the District's Medical Director requires to be taken (as approved by the Board of Directors) will be considered time worked.

Section 6.05 Trading Time

Employees may be allowed to trade time in accordance with applicable Wage and Hour laws and regulations in accordance with the following rule.

- 1 Any request for trading time in excess of twelve (12) hours will be made at least forty-eight (48) hours in advance of the date of trade, by submitting the approved form to a chief officer.
- 2 All requests for trading time will be approved or disapproved in writing by the chief officer to whom the request is submitted, except that requests for trading time limited to six (6) hours or less may be approved in writing by the Duty Captain.
- 3 All traded time will be repaid within two (2) bi-weekly or 28 day pay cycles.

Any employee who agrees to work hours for another according to the rules for trading time will work the hours agreed to be worked, or will obtain a qualified substitute to work the traded hours who will notify the chief officer of the substitution at least one (1) hour before the commencement of the time scheduled to work. Any employee agreeing to work traded time who fails to appear to work for any portion of the traded time, or who fails to obtain a qualified substitute in accordance with this Rule, will be docked pay in an amount equivalent to the cost to the District of securing a substitute including overtime compensation, if paid by the District.

Section 6.06 Overtime

(a) Voluntary Overtime

Overtime may be worked on a voluntary basis in accordance with this Rule, unless the District is unable to fill manpower requirements on a voluntary basis in which case overtime will be mandatory in accordance with this Rule.

(b) Seniority

Voluntary overtime will be offered to employees in the order of their seniority, and will be rotated equally, except that the supervisor will offer overtime only to employees who are not scheduled for duty and who are not on sick leave or vacation, and only to employees who are qualified to perform the job for which overtime work is required.

(c) Communication

The District will make reasonable efforts to communicate with the employee qualified to work voluntary overtime who is next in order to receive an offer of voluntary overtime. In the event the employee next in order to receive an offer of voluntary overtime is unqualified, is on or scheduled for duty, is on sick leave or vacation or cannot be reached despite reasonable efforts, does not respond to the offer, or refuses the offer of overtime, any such event (excepting sick leave and vacation) will be treated as if overtime hours were worked for purposes of this Rule, and in any such event the District will be entitled to offer overtime to the next eligible employee.

(d) Grievance

The remedy available to any employee who believes the employee was not properly offered voluntary overtime will be limited to offering such employee the next available overtime opportunity for which the employee is eligible.

(e) Mandatory Overtime

Mandatory overtime will be imposed upon employees qualified to perform the work for which overtime is required in reverse order of seniority. Qualified employees on sick leave, vacation or other authorized leave will not be required to work overtime during leave or vacation, but will accumulate all hours missed and will be next in line for mandatory overtime following return from leave or vacation.

Article VII. Working Out of Classification

An employee who is required to accept the responsibilities and carry out the duties of a position or rank above that for which he or she normally holds, may, in the sole discretion of the Board of Directors, be paid the rate of pay for that position, for all time worked in said capacity.

Section 7.01 Acting Captain

(a) Regular Appointment

The opportunity to work as Acting Captain will be offered to the senior Private on each shift at the beginning of each year. If that employee passes the opportunity will be offered to the next senior Private on that shift. This process will continue until the position of Acting Captain is accepted. Once accepted, the position of Acting Captain will be held by that employee for the entire year.

(b) Temporary Appointment

On any shift day when the Acting Captain for a shift is unavailable for duty, the duties of Acting Captain on such shift will be exercised by the next senior Private on such shift who is on duty, if duties of Acting Captain are required to be exercised that day.

Article VIII. Miscellaneous Leave

Section 8.01 Holidays

(a) Days Observed

The following holidays will be recognized and observed:

- New Years Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

(b) Holiday Pay

Employees will receive a lump sum payment in the first pay period of December at the following rates per holiday:

- A. Holidays not actually worked, \$50.00.
- B. Holidays worked, \$80.00.

(c) Definition

As used in this Article, the term Holiday means a period of 24 hours commencing at 07:30 on one of the above named days.

Section 8.02 Compassionate Leave

(a) Immediate Family

Employees will be granted seven (7) calendar days with pay commencing with the date of death of the following family members:

- Spouse
- Child
- Stepchild
- Minor under legal guardianship

(b) Close Family Member

Upon approval of the Chief, employees may be granted two (2) calendar days encompassing the day of the wake, the day of the funeral and the day of the burial, with pay if scheduled for

work on these days, in the event of the death of any of the following family members:

- Parent
- Stepparent
- Brother
- Sister
- Stepbrother
- Stepsister
- Grandparent
- Spouse of Grandparent
- Grandchild
- Mother-in-law
- Father-in-law
- Sister—in-law
- Brother-in-law

(c) Travel Time

In addition to the foregoing, additional time off with pay, not to exceed one (1) shift day, may be granted by the Chief in the case of a necessity to travel to the funeral of any of the named relatives.

(d) Additional time

The Employee may petition the Board for more time off with pay if needed.

Section 8.03 Jury Duty

Employees who are required to appear for jury duty will receive full pay for each scheduled shift day the employee is present in court for jury service. All jury pay received by the employee will be delivered to the chief and endorsed to the Fire District. To be eligible for jury pay the employee must turn notice into Chief within twenty four (24) hours after receipt by employee and any payments for jury service received from the court by the employee.

Section 8.04 Education Leave

Any employee who is required to attend classes, conferences or seminars by and with approval of the District will be paid in accordance with the requirements of the Wage & Hour Law.

Article IX. Facilities

Section 9.01 Parking

The District will provide without cost to employees on duty lighted and maintained parking spaces at the fire station. Employees may not leave vehicles on the District's premises when not on duty, without prior permission obtained from the Chief. Employees ending their shift will move their vehicles from the parking lot within a reasonable time following change of shifts.

Section 9.02 Sanitation

The District agrees to furnish all materials necessary for the day to day operations and upkeep of the engine house. The District also agrees to furnish sanitary items necessary to keep the engine house clean.

Section 9.03 Credit Union

If two thirds of the employees shall sponsor or join a single credit union, the Board will authorize wage deduction for deposits to such credit union if same can be provided without cost to the District.

Section 9.04 Employee Meetings

(a) Union Employees

Union employees may conduct shop meetings upon forty-eight (48) hours notice in writing provided to the Chief or Assistant Chief and posted on the Union bulletin board, provided facilities are available. Meetings will be conducted after 19:00 hours on the engine room floor.

(b) Other Employee Organizations

Other employee organizations may conduct meetings upon forty-eight (48) hours notice in writing provided to the Chief or Assistant Chief and posted on the Employee bulletin board, provided facilities are available. Meetings will be conducted after 19:00 hours on the engine room floor.

(c) Non Interference

Such meetings will not interfere with job performance of any District employee, or with the District's business, or with the public use of the firehouse.

Article X. Employee Committees

Section 10.01 Establishment.

The following committees are hereby established to advise the Chief and the Board. Each committee shall be appointed by the Chief and shall consist of one chief officer, who shall serve as chairperson, one captain, one private, one paramedic and one clerical employee.

(a) Fixed Asset Replacement Committee

A fixed asset committee is established for the purpose of researching and reviewing the purchases of fixed assets and making recommendations to the Board of Directors regarding same.

(b) Health and Safety Committee.

A health and safety committee is established for the purpose of reviewing matters pertaining to health and safety issues and making recommendations to the Board of Directors regarding same.

(c) Rules and Regulations Committee.

A rules and regulations committee is established for the purpose of assisting in the writing or re-writing of the District's rules and regulations, and periodically reviewing same, and making recommendations to the Board of Directors regarding same.

(d) Health Insurance Committee.

A health insurance committee is established for the purpose of reviewing matters pertaining to health the District's health insurance and making recommendations to the Board of Directors regarding same.

(e) Merger Committee.

A merger committee is established for the purpose of researching and reviewing proposals for the incorporation of surrounding municipalities into the District and making recommendations to the Board of Directors regarding same.

(f) Awards Committee.

An awards committee is established for the purpose of advising the Board of Directors concerning the recognition of individual and company achievements.

(g) Uniform Committee.

An uniform committee is established for purpose of advising the Board of Directors concerning clothing and uniform matters.

(h) Pension Committee

(i) Membership

The District pension advisory committee will be comprised of:

- The members of the Board of Directors;
- One member representing the Chief Officers appointed by the Board;
- One paramedic, fire fighter or captain appointed by the Board;
- One member representing clerical or administrative personnel appointed by the Board;
and
- One ex officio member representing the Plan Administrator

(ii) Term of office

Appointments shall be for a period of two years commencing May 1 and ending April 30 of each odd year.

(iii) Powers and duties

The Pension Committee shall advise and make recommendations to the Pension Board of Trustees established by Ordinance or Resolution of the Board of Directors.

Section 10.02 Recommendations Non-binding.

Nothing herein contained will in any way limit or affect the power and authority of the Board of Directors as established by Chapter 321 of the Missouri statutes, or to grant or imply an agency relationship between the Board and any member of any committee.

Section 10.03 Participation Voluntary.

Any person serving upon a committee will agree thereby that his or her participation in the affairs of the committee, including any activities delegated by the committee, is purely voluntary and will not be deemed to be hours worked, and to acknowledge the voluntary nature of such service in writing upon request. Members of management will not be required to participate in committee business or activities except during periods regularly scheduled for work.

Article XI. Health and Life Insurance

Section 11.01 Group Health Insurance

(a) Active Employees

All employees will be eligible for the District's group health insurance program. The District will pay the entire cost of health insurance covering each employee.

(b) Retired Employees

All retired employees will be eligible for the District's group health insurance program. The District will pay fifty percent (50%) of the cost of health insurance covering each retired employee.

(c) Dependents

Employees are eligible to obtain health insurance coverage for dependents that are not otherwise covered by health insurance, and the District will pay fifty percent (50%) of covered dependent coverage.

(d) Choice of plans

Covered employees and retirees will have the choice of all medical plans, including dental and prescription coverage, which are offered by the District from time to time.

Section 11.02 Term Life Insurance

The District will provide term life insurance insuring each employee in the face amount of Fifty Thousand Dollars (\$50,000.00), at no cost to the employee. The District will also offer additional coverage under the same insurance program, which additional coverage may be obtained by employees at the employees' own expense. This insurance is above and beyond the insurance paid out by the Federal Government.

Article XII. Uniforms

All full-time employees will receive forty dollars (\$40.00) per month clothing/uniform allowance, payable every three months; February, May, August and November. This money will be paid in the last pay period in the aforementioned months. The clothing/uniform allowance is to be used to maintain and replace damaged and worn clothing. No patches or insignia other than the official Normandy Fire Protection patches or insignia may be worn on the uniform.

Article XIII. Salary and Wages

Subject to the Constitution of Missouri, the Missouri Labor Relations Law, and the constraints of the Districts budget, salaries and wages shall be set or fixed, from time to time, after consultation with employees and other interested parties, in the sole discretion of the Board of Directors; and shall be set forth in a salary and wage schedule and published for the general information of employees.

Article XIV. Promotions

Section 14.01 Board Discretion

All promotions are solely within the discretion of the Board of Directors.

(a) Captain

The promotional process for the rank of Captain will follow adopted District policy and guideline.

(i) Probationary Period

Promotion to the rank of Captain will require a one year probationary period; after one year the employee will either be returned to the rank of private or granted permanent status as a Captain.

(ii) Qualifications

Qualifications for promotion to Captain will include:

- A) Seven (7) years of service with the Normandy Fire Protection District.
- B) All candidates will take a written examination, administered under the supervision of the Fire Chief.
- C) The results of the written examination will count as sixty percent (60%) of the total grade.
- D) An oral interview will be held by the Board of Directors, and this interview will count as thirty percent (30%) of the total grade.
- E) Each year of service will count as one point per year of service on the final grade.
- F) The written test for all candidates will be valid for one (1) year from the date of the test.

(b) Chief Officers

The Board of Directors shall determine the qualifications and terms and conditions of employment or promotion as a chief officer in its sole discretion.

Article XV. Workers' Compensation and Medical Leave

Section 15.01 Compensation

Employees unable to work because of injury or disease occurring on duty or otherwise compensable under the workers' compensation law will be granted a leave of absence at full pay, not exceeding 115 shift days, until able to return to work. All workers' compensation received by the employee during the period attributable to the period for which pay is continued (excluding lump sum settlements) will be delivered to the Chief and endorsed to the Fire District. District contributions to medical insurance and pension will be continued through the period of leave.

Section 15.02 Continuation of Medical Insurance

When any Employee will have exhausted the period of medical leave with pay as described in this Article, for a period of one (1) calendar year thereafter, the District will pay a sum equal to 50% of the medical insurance premiums attributable to such employee, and the Employee will be permitted to remain a member of the Medical Insurance Plan for so long as such Plan permits. After the period of medical leave with pay will have expired, the District will continue to make contributions to the pension plan, as provided by and in accordance with the provisions of the pension plan; provided that the employee is on medical leave without pay..

Section 15.03 Return After Leave

Whenever an Employee has been injured on duty and has qualified for medical leave with pay as provided by this Article, and unless, and until such time as, such Employee has been declared permanently disabled as defined in the federal Social Security Act or the Workers Compensation law of the State of Missouri, the District will be obligated at such time the Employee is released from doctors care and certified fit for full duty to return such employee to work at the position held at the time of injury.

Article XVI. Vacation/Personal Days

Section 16.01 Seniority

The policy for vacation time will be in accordance with the existing rules and regulations for the selection of vacation times by seniority. The seniority list for vacation picks will be posted on the bulletin board prior to January 1st of the vacation year.

Section 16.02 Days Credited

The employee shall be credited with vacation days based on time in service as follows:

<u>Time in service</u>	<u>Number of shift days of vacation allowed</u>
Less than six months	0
Six months to one year	1
One to two years	6
Two years but less than seven years	9
Seven to fifteen years	12
Fifteen or more years	15

Section 16.03 Cash Out

An employees may take pay in lieu of a vacation day by requesting same with an Assistant Chief and/or Chief at least forty-eight (48) hours before the shift begins for the day to be worked.

Section 16.04 Time Limitations

Employees shall take vacation when scheduled, except with prior consent of the Chief. Any employee failing to take a vacation or making the election set forth in Section 14.03, within six months after the scheduled date shall forfeit said vacation days.

Article XVII. Sick Leave

Section 17.01 Sick Leave Defined

Section 17.02 Days credited

Employees will be entitled to sick leave at base pay in lieu of regular hours worked, calculated as follows: Each employee will earn credit for 24 hours of sick leave for each twenty-eight (28) day cycle worked, up to a maximum of nine hundred fifty (960) hours of sick leave.

Section 17.03 Increments of Use

Sick leave will be used in minimum increments of eight (8) hours.

Section 17.04 Limitation

Employees will not be entitled to sick leave for any illness or injury covered by workers' compensation provided by another employer.

Section 17.05 Conversion of Sick Leave Days

Employees may convert accumulated and unused sick leave days to pay upon separation from service with the Fire District.

Section 17.06 Sick Leave Incentive Bonus Plan

(a) Day credited

Each Employee who will, during the course of any calendar year, be charged with use of twenty-four (24) hours of sick leave or less will be entitled in the subsequent year to one of the following, at the Employee's election:

- A. Twenty-four (24) hours of additional sick leave to be added to the Employee's total, regardless of whether the Employee has reached the 960 hour maximum; or
- B. One shift day off with pay.

(b) Selection Process

In the event the Employee elects to take a shift day off, the day off will be selected by the Employee and the Chief, and will be a day when it is anticipated that the District will have adequate staffing in the employee's absence; However, once such day is selected, the selection is binding upon the District regardless of subsequent events.

(c) Deadline

At the conclusion of a calendar year, it will be the obligation of the Chief, prior to January 31, to notify each Employee who is entitled to bonus sick leave under this paragraph, and by February 15 of such year each Employee will make his or her election, as provided in this Article, in writing by a form proscribed by the Chief. Where applicable, designation of day off (which will be selected by seniority among Employees entitled to bonus hereunder) will be made by February 28.

Article XVIII. Emergency Leave

Section 18.01 Leave

If an emergency arises while an employee is on duty, the employee may be allowed to leave district premises upon notification of the House Captain.

Section 18.02 Compensation

Employees may take vacation time as a part of emergency leave.

Section 18.03 Return to Duty

If the employee is unable to return to duty within six (6) hours, the employee will so notify the House Captain by telephone within such period of six (6) hours.

Section 18.04 Extended Absence

Pay will not be allowed for any period of emergency leave beyond six (6) hours, except that employees who have properly notified the House Captain of an extended absence may make written application to the Board of Directors specifying the cause for the extended absence and the Board may allow vacation pay for the period of absence.

Article XIX. Grievance Procedures

Section 19.01 Definition

A grievance is a difference of opinion between the employee and the District regarding the interpretation or application of the terms of any memorandum of understanding, departmental rules and regulations and personnel policies as well as any complaint or exception to any disciplinary or other action taken by a superior or the Board.

Section 19.02 Time frame

Grievances must be presented within seven (7) calendar days after the event which is cause for the grievance or they will be barred from action as described below.

Section 19.03 Union Employees

(a) Step 1.

The Union Grievance Committee upon receiving a written and signed petition by an employee, determines if a grievance exists.

(b) Step 2.

If a grievance does exist, the Union Grievance Committee, or a representative of the committee, will with the physical presence of the grieved employee, present the grievance to the Chief of the Fire District for adjustment.

(c) Step 3.

If the grievance is not settled within seven (7) calendar days after the presentation at Step 2, either party may request a hearing on said grievance by delivering to the other party written notice of its desire for a hearing, within fourteen (14) calendar days after the presentation at Step 2.

(d) Step 4.

The Board of Directors will set a hearing at the next regularly scheduled Board meeting, and will notify the Union shop steward in writing of the date and time of such hearing. In the case of a grievance affecting a particular employee, such employee will appear at the hearing, and will be entitled to or required to explain the circumstances surrounding the grievance. Additional employees may be recognized to speak as witnesses as needed. The grieving employee may elect to have union and/or legal representation at the hearing. However the matter will not be heard as a contested matter and the Board in its discretion may limit or deny examination and cross-examination of witnesses.

(e) Step 5.

The Board of Directors will issue their decision in writing, based on the facts of the said hearing described in Step 4, no later than the next regularly scheduled Board meeting. Decisions of the Board shall be final.

Section 19.04 Non-Union Employees

(a) Step 1.

The Chief upon receiving a written and signed petition by an employee, determines if the grievance may be resolved with consultation with the employee.

(b) Step 2.

If a consultation is deemed appropriate, the employee or a representative of the employee, will with the physical presence of the grieved employee, appear before and present the grievance to the Chief of the Fire District for adjustment.

(c) Step 3.

If the grievance is not settled within seven (7) calendar days after the presentation at Step 2, either party may request a hearing on said grievance by delivering to the other party written notice of its desire for a hearing, within fourteen (14) calendar days after the presentation at Step 2.

(d) Step 4.

The Board of Directors will set a hearing at the next regularly scheduled Board meeting, and will notify the employee in writing of the date and time of such hearing. In the case of a grievance affecting a particular employee, such employee will appear at the hearing, and will be entitled to or required to explain the circumstances surrounding the grievance. Additional employees may be recognized to speak as witnesses as needed. The grieving employee may elect to have a personal representative and/or legal representation at the hearing. However the matter will not be heard as a contested matter and the Board in its discretion may limit or deny examination and cross-examination of witnesses.

(e) Step 5.

The Board of Directors will issue their decision in writing, based on the facts of the said hearing described in Step 4, no later than the next regularly scheduled Board meeting. Decisions of the Board shall be final.

Article XX. Food Kitty

Section 20.01 Payroll Deduction

(a) Amount

The District will deduct from the wages of all of its employees who participate in the FOOD KITTY, the sum of \$60.00 per year for each employee who has authorized such deduction in writing in the manner herein set forth.

(b) Authorization

A signatory card, in a form acceptable to the District, authorizing deduction of wages will be submitted to the Fire Chief by December 31 by each employee who desires to participate in the FOOD KITTY and such authorization will be effective for the year ensuing year and each years thereafter unless written notification is provided to the Fire Chief by an employee withdrawing

authorization for such deduction.

(c) Deductions

Deductions will be made from the first payroll check issued in January of the following year and the first payroll check issued in July of that year and continuing in January and July in years thereafter.

Section 20.02 Administration of Kitty

(a) Designee

Any Union or Employee Organization administering a food kitty will notify the District in writing of the designated, and, if such circumstances arise, any subsequent changes in the designated employee who is in charge of the FOOD KITTY fund.

(b) Payment

As soon as possible following the payroll deduction as described above the District will provide to the employee in charge of the FOOD KITTY a check to the designee in an amount total to that of the authorized deductions.

(c) Indemnity

The Participating employees will be solely responsible for administration and enforcement of the FOOD KITTY and will indemnify and save the harmless against any claim, judgment or liabilities of any sort whatsoever arising out of the Districts withholding and paying over of any kitty funds.

Article XXI. Payroll Deduction of Employee Dues

Section 21.01 Union Employees

(a) Withholding

The District will henceforth, on a monthly basis, deduct from the wages of a Union member employee said employee's membership dues in any Missouri State Mediation Board certified bargaining unit. Such withholding, and payment will be accordance with the procedures described in this article and in the manner herein set forth.

(b) Membership list

The Union will provide to the Fire Chief a written list of employees of the District who are members of the certified Union, signed and certified by the Shop Steward to be true and accurate.

(c) Change in membership

If there is a change involving Union Membership, or a change in the amount to be withheld under this article, the Shop steward will provide written notice to the Fire Chief in accordance with procedures in the above paragraphs. The District will comply with the certified changes in withholding dues when the next dues withholding occurs, provided that such written notice is received no less than 7 days prior the pay date as herein defined.

(d)

The pay date for withholding of Union dues will be the second payroll of each month. As soon as possible following each pay date, the District will deliver to the Shop Steward, or in his absence his designated representative, a check in the amount of the deductions of all funds required to be withheld, said check being payable to the Union's account.

(e) Indemnity

The District Shop and the Union Local will indemnify and save the District harmless against any claim, judgment or liabilities of any sort whatsoever made be any Union member or other Normandy Fire Protection District employee arising from or relating to any alleged misapplication of dues funds arising out of the District's withholding and paying over of dues.

Article XXII. Direct Deposit of Pay Checks

Section 22.01 Voluntary Participation

Upon employment with the District, employees may elect to have their paychecks directly deposited in a bank of their choosing. Employees electing to participate in this program will be required to fill out such paperwork as their bank and the District's bank will require.

Section 22.02 Postponement of Overtime Pay

Because of the administrative requirements associated with the institution of direct deposit of paychecks, each employee will experience a one time delay of two weeks in receiving the overtime portion of one paycheck, whether or not the employee participates in direct deposit. This will not result in a loss of pay.

Article XXIII. Miscellaneous Provisions

Section 23.01 Training Guidelines

(a) Outdoor training

Outdoor training classes will not be conducted when any of the following conditions are present:

- A. The temperature is above 85 degrees Fahrenheit;
- B. The temperature is below 32 degrees Fahrenheit;
- C. During rain, snow, sleet or freezing rain.

(b) Training Hours

Training will be conducted between the hours of 08:00 and 17:00, with the exception listed herein. Employees engaged in training will receive one 10 minute break per hour, and if a class is over six hours in length a lunch break of one hour will also be provided.

(c) Night Training

Each shift will be required to attend no more than one night training course per year, unless State or Federal guidelines require additional night training. Night training courses will be conducted between the hours of 17:00 and 22:00.

Section 23.02 Snow Removal

(a) Premises

Snow will be removed from the front ramp, front parking area, front walk, rear parking area, patio and rear area between the T.V. Room and old building. All such areas will be de-iced following removal of snow. Snow will be removed whenever there is an accumulation of one (1) inch or more, except that no removal activities will be required between the hours of 18:31 and 07:29 or when emergency activities dictate.

(b) Equipment

The District is required to provide a snow blower, snow shovels and deicer for employee use. Whenever in the judgment of the Chief the District's equipment is inadequate to provide for snow removal in an efficient manner, the District will cause the removal to be contracted to a snow removal company.

Article XXIV.Hiring Guidelines

Section 24.01 New Hires

Any person seeking appointment to a position in the Normandy Fire Protection District will possess such qualifications as are determined by the Board of Directors in its sole and final discretion.

Section 24.02 Certifications

Firefighters and paramedics shall possess such qualifications and certifications as are established by law and shall maintain such qualifications and certifications in good standing at all times.

Section 24.03 Firefighters

Firefighters, as required by the charter of St. Louis County shall, within six months after the date of employment, complete and pass such Firefighter education and training as is established by the St. Louis County Fire Standards Board; and shall secure such certifications as a Firefighter from the state of Missouri as is required by law.

Section 24.04 Paramedics

Paramedics and Emergency Medical Technicians shall possess such education, training and certifications as are required by the State of Missouri.

Section 24.05 Drivers

Employees required to operate motor vehicles shall possess a valid Missouri driver's license.

Article XXV. General Provisions

Section 25.01 Savings Clause

If any provision of these Rules and Regulations are rendered or declared invalid by court action, or by enactment of legislation, or other legal cause, the unaffected parts and provisions of these Rules and Regulations will remain in full force and effect.

Section 25.02 Amendments Will Be in Writing

These Rules and Regulations will be amended from time to time in writing by the Board of Directors of District; and employees should familiarize themselves with any such amendments.

Section 25.03 Governing Law

These Rules and Regulations will be construed and interpreted in accordance with the Constitution and laws of the state of Missouri.

Section 25.04 Oral Policies, Rules, Regulations, Procedures, Directives and Mandates

Oral policies, rules, regulations, procedures, directives and mandates communicated to employees have as much force and effect as written policies, rules, regulations, procedures, directives and mandates. While employees are not expected to be as well versed in oral communications, employees must comply with oral communications as well as those delivered to the employee in writing. It shall be the policy of the Board that when requested by an employee or when it shall be a more reliable means of communication and understanding of the duties and responsibilities of an employee, any oral communication by a superior to a subordinate that requires compliance should if at all possible be reduced to writing.

END