

Current Collective Bargaining Agreement

1/01/2011 – 12/31/2013

Union Proposed Collective Bargaining Agreement

11/19/2013

Monarch Board Proposed Collective Bargaining Agreement

11/19/2013

**SECTION 3.00 – COMPENSATION**

**SECTION 3.01 - SALARIES**

New personnel hired will serve a one (1) year probation period with starting salary of sixty percent (60%) of base pay. After completion of year one, seventy-percent (70%) of base pay. After completion of year two, eighty percent (80%) of base pay. After completion of year three, ninety percent (90%) of base pay. After completion of year four, the employee will be at full pay.

Rank/Title	2011	2012	2013
Private:	\$81,241	\$81,241	\$81,241
Captain:	\$88,656	\$88,656	\$88,656
Paramedic Supervisor:	\$88,656	\$88,656	\$88,656
Administrative Assistant:	\$49,817	\$49,817	\$49,817
General Office Specialist:	\$43,174	\$43,174	\$43,174
Maintenance Worker:	\$57,522	\$57,522	\$57,522
Mechanic:	\$72,910	\$72,910	\$72,910
Inspector:	\$81,241	\$81,241	\$81,241

**SECTION 3.00 - COMPENSATION**

**SECTION 3.01 - SALARIES**

New personnel hired will serve a one (1) year probation period with starting salary of sixty percent (60%) of base pay. After completion of year one, seventy percent (70%) of base pay. After completion of year two, eighty percent (80%) of base pay. After completion of year three, ninety percent (90%) of base pay. After completion of year four, the employee will be at full pay.

Rank/Title	<del>2011</del> 2014	2012	2015	2013
Private:	<del>\$81,241</del> \$82,865	\$81,241	\$84,937	<del>\$81,241</del>
Firefighter/Paramedic:	<del>\$82,865</del>	\$82,865	\$84,937	<del>\$82,865</del>
Captain:	<del>\$88,656</del> \$90,429	<del>\$88,656</del> \$92,690	<del>\$88,656</del>	<del>\$88,656</del>
Paramedic Supervisor:	<del>\$88,656</del> \$90,429	<del>\$88,656</del> \$92,690	<del>\$88,656</del>	<del>\$88,656</del>
EMS Captain:	<del>\$49,817</del> \$50,813	<del>\$49,817</del> \$52,083	<del>\$49,817</del>	<del>\$49,817</del>
Administrative Assistant:	<del>\$43,174</del> \$44,037	<del>\$43,174</del> \$45,138	<del>\$43,174</del>	<del>\$43,174</del>
General Office Specialist:	<del>\$57,522</del> \$58,672	<del>\$57,522</del> \$60,139	<del>\$57,522</del>	<del>\$57,522</del>
Maintenance Worker:	<del>\$72,910</del> \$74,368	<del>\$72,910</del> \$76,277	<del>\$72,910</del>	<del>\$72,910</del>
Inspector:	<del>\$81,241</del> \$82,865	<del>\$81,241</del> \$84,937	<del>\$81,241</del>	<del>\$81,241</del>

Employees will be paid for the period covered under the Ordinance bi-weekly at the bi-weekly amounts as calculated based on the calendar year salary. From Jan. 1, ~~2011~~2014 through December 31, ~~2013~~2015, "base rate" as referred to in this Collective Bargaining Agreement, is established per the following schedule ("base rate" is based on

**SECTION 3.00 - COMPENSATION**

**SECTION 3.01 - SALARIES**

A. New personnel hired will serve a one (1) year probation period with starting salary of sixty percent (60%) of base pay. After completion of year one, ~~seventy-sixty-five~~ percent (~~7065~~%) of base pay. After completion of year two, ~~eighty-seventy~~ percent (~~8070~~%) of base pay. After completion of year three, ~~ninety-seventy five~~ percent (~~9075~~%) of base pay. After completion of year four, eighty percent (80%) of base pay. After completion of year five, eighty-five percent (85%) of base pay. After completion of year six, ninety percent (90%) of base pay. After completion of year seven, ninety-five percent (95%) of base pay. After completion of year ~~four~~eight, the employee will be at full pay. An employee hired before January 1, 2014, who has not reached full pay, but who is paid more than starting salary, will have his/her base pay increased by 5% annually, until he/she is paid at full pay.

Rank/Title	<del>2011</del> 2014	2012	2015	2013	2016
Private:	\$81,241	\$81,241	\$81,241	<del>\$81,241</del>	
Captain:	\$88,656	\$88,656	\$88,656	<del>\$88,656</del>	
EMSParamedic Supervisor:	\$88,656	\$88,656	\$88,656	<del>\$88,656</del>	
Administrative	\$49,817	\$49,817	\$49,817	<del>\$49,817</del>	

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Employees will be paid for the period covered under the Ordinance bi-weekly at the biweekly amounts as calculated based on the calendar year salary. From Jan. I, 2011 through December 31, 2013, "base rate" as referred to in this Collective Bargaining Agreement, is established per the following schedule ("base rate" is based on two thousand nine hundred twelve (2,912) hours for Private, Captain, Paramedic and Paramedic Supervisor and two thousand eighty (2,080) hours for Administrative Assistant, Office Specialist, Maintenance Worker, Mechanic, Inspector):

Rank/Title	2011	2012	2013
<b>Private:</b>	<b>\$27.90</b>	<b>\$27.90</b>	<b>\$27.90</b>
<b>Captain:</b>	<b>\$30.44</b>	<b>\$30.44</b>	<b>\$30.44</b>
<b>Paramedic Supervisor:</b>	<b>\$30.44</b>	<b>\$30.44</b>	<b>\$30.44</b>
<b>Administrative Assistant:</b>	<b>\$23.95</b>	<b>\$23.95</b>	<b>\$23.95</b>
<b>General Office Specialist:</b>	<b>\$20.76</b>	<b>\$20.76</b>	<b>\$20.76</b>
<b>[Maintenance Worker:</b>	<b>\$27.66</b>	<b>\$27.66</b>	<b>\$27.66</b>
<b>Mechanic:</b>	<b>\$35.05</b>	<b>\$35.05</b>	<b>\$35.05</b>
<b>Inspector:</b>	<b>\$39.06</b>	<b>\$39.06</b>	<b>\$39.06</b>

~~two thousand nine hundred twelve (2,912)~~ two thousand seven hundred fifty six (2,756) hours for Private, Firefighter/Paramedic, Captain, ~~Paramedic~~ and ~~Paramedic Supervisor~~ EMS Captain and two thousand eighty (2,080) hours for Administrative Assistant, Office Specialist, Maintenance Worker, Mechanic, Inspector):

Rank/Title	2011	2014	2012	2015	2013
Private:	<del>\$27.90</del>	\$30.07	<del>\$27.90</del>	\$30.82	<del>\$27.90</del>
Firefighter/Paramedic:		\$30.07		\$30.82	
Captain:	<del>\$30.44</del>	\$32.81	<del>\$30.44</del>	\$33.63	<del>\$30.44</del>
<del>Paramedic Supervisor</del> EMS Captain:	<del>\$30.44</del>	\$32.81	<del>\$30.44</del>	\$33.63	<del>\$30.44</del>
Administrative Assistant:	<del>\$23.95</del>	\$24.43	<del>\$23.95</del>	\$25.04	<del>\$23.95</del>
General Office Specialist:	<del>\$20.76</del>	\$21.18	<del>\$20.76</del>	\$21.70	<del>\$20.76</del>
Maintenance Worker:	<del>\$27.66</del>	\$28.21	<del>\$27.66</del>	\$28.91	<del>\$27.66</del>
Mechanic:	<del>\$35.05</del>	\$35.75	<del>\$35.05</del>	\$36.67	<del>\$35.05</del>
Inspector:	<del>\$39.06</del>	\$39.84	<del>\$39.06</del>	\$40.84	<del>\$39.06</del>

General Office Specialist:	\$43,174	\$43,174	<del>\$43,174</del>
Maintenance	\$57,522	\$57,522	<del>\$57,522</del>
Mechanic:	\$72,910	\$72,910	<del>\$72,910</del>
Inspector:	\$81,241	\$81,241	<del>\$81,241</del>

Employees will be paid for the period covered under the Ordinance bi-weekly at the biweekly amounts as calculated based on the calendar year salary. From Jan. 1, ~~2011-2014~~ through December 31, ~~2013~~2015, "base rate" as referred to in this Collective Bargaining Agreement, is established per the following schedule ("base rate" is based on two thousand nine hundred twelve (2,912) hours for Private, Captain, Paramedic and Paramedic Supervisor and two thousand eighty (2,080) hours for Administrative Assistant, Office Specialist, Maintenance Worker, Mechanic, Inspector):

Rank/Title	<del>2011</del> 2014	<del>2012</del> 2015	<del>2013</del> 2016
Private:	\$27.90	\$27.90	<del>\$27.90</del>
Captain:	\$30.44	\$30.44	<del>\$30.44</del>
EMS Paramedic Supervisor/Captain:	\$30.44	\$30.44	<del>\$30.44</del>
Administrative Assistant:	\$23.95	\$23.95	<del>\$23.95</del>
General Office Specialist:	\$20.76	\$20.76	<del>\$20.76</del>
Maintenance Worker:	\$27.66	\$27.66	<del>\$27.66</del>
Mechanic:	\$35.05	\$35.05	<del>\$35.05</del>
Inspector:	\$39.06	\$39.06	<del>\$39.06</del>

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**SECTION 3.02 - PAID HOLIDAYS**  
 Administrative employees shall not be required to report to work on the following paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Easter
4. Memorial Day
5. July Fourth
6. LaborDay
7. Veteran's Day

**SECTION 3.02 - PAID HOLIDAYS**  
 Administrative employees shall not be required to report to work on the following paid holidays:

1. New Year's Day	7. Veteran's Day
2. Martin Luther King, Jr. Day	8. Thanksgiving Day
3. Easter	9. Day After Thanksgiving
4. Memorial Day	10. Christmas Eve

B. If for any calendar year the District's workers compensation premiums are less than \$300,000.00, then, for the next calendar year, the grids in Section 3.01A shall be modified to read as follows:

<u>Rank/Title</u>	<u>Salary Grid</u>	<u>Base Rate</u>
<u>Private:</u>	<u>\$82,865</u>	<u>\$28.46</u>
<u>Captain:</u>	<u>\$90,429</u>	<u>\$31.05</u>
<u>EMS Paramedic</u>	<u>\$90,429</u>	<u>\$31.05</u>
<u>SupervisorCaptain:</u>		
<u>Administrative</u>	<u>\$50,813</u>	<u>\$24.43</u>
<u>General Office</u>	<u>\$44,037</u>	<u>\$21.18</u>
<u>Maintenance Worker:</u>	<u>\$58,672</u>	<u>\$28.21</u>
<u>Mechanic:</u>	<u>\$74,368</u>	<u>\$35.75</u>
<u>Inspector:</u>	<u>\$82,865</u>	<u>\$39.84</u>

If the grids in this Section 3.01B are utilized in a calendar year, if, in any calendar year, the District's workers compensation premiums are equal to or greater than \$400,000.00, then, for the next calendar year, the grids in Section 3.01A shall again be utilized.

**SECTION 3.02 - PAID HOLIDAYS**  
 Administrative employees shall not be required to report to work on the following paid holidays:

1. New Year's Day	<del>7. Veteran's Day</del>
2. Martin Luther King, Jr. Day	<del>8. Thanksgiving Day</del>
3. Easter	<del>9. Day After Thanksgiving</del>
4. Memorial Day	<del>10. Christmas Eve (12/24)</del>
5. July Fourth	<del>11. Christmas Day (12/25)</del>
6. Labor Day	<del>12. New Year's Eve Day (12/31)</del>

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- 8. Thanksgiving Day
- 9. Day After Thanksgiving
- 10. Christmas Eve (12/24)
- 11. Christmas Day (12/25)
- 12. New Year's Eve Day (12/31)

For administrative employees, holidays that fall on a Saturday shall be taken on the preceding Friday. Holidays that fall on a Sunday shall be taken on the following Monday (except Easter). The District shall pay the sum of one hundred dollars (\$100.00) to on-shift covered employees for the twelve above-listed holidays. The employee must be on-duty the actual shift to collect the additional pay for working the holiday and there shall be no split days, emergency, or sick leave for said holiday. The employee must work the total shift for the holiday to receive holiday pay.

**SECTION 3.04 - LONGEVITY PAY**

All covered employees shall receive longevity pay as hereafter provided:  
 For the first four (4) completed years of employment with the District there shall be no longevity pay. After the completion of four (4) years or one thousand four hundred and sixty (1,460) days, a covered employee shall be eligible for longevity pay. Longevity pay shall be based on \$250 per year of service. The maximum longevity pay for any covered employee shall be \$5,500 per year. Payment shall be made on the first pay period following covered employee's anniversary date of employment. Individuals who meet the eligibility requirements for longevity pay upon termination of their employment

- 5. July Fourth
- 6. Labor Day

For administrative employees, holidays that fall on a Saturday shall be taken on the preceding Friday. Holidays that fall on a Sunday shall be taken on the following Monday (except Easter, which shall be taken the previous Friday).

The District shall pay ~~the sum of one hundred dollars (\$100.00)~~ two times the base rate for all hours worked to on-shift covered employees for the twelve above-listed holidays. An employee who works overtime on a holiday shall be paid two times the overtime rate. The employee must be on-duty the actual shift to collect the additional pay for working the holiday and there shall be no split days, emergency, or sick leave for said holiday. The employee must work the total shift for the holiday to receive holiday pay. Holiday premium pay shall only apply to the actual 24 hours of the holiday, not to the entire 48 hours on duty.

**SECTION 3.04 - LONGEVITY PAY**

All covered employees shall receive longevity pay as hereafter provided:  
 For the first four (4) completed years of employment with the District there shall be no longevity pay. After the completion of four (4) years or one thousand four hundred and sixty (1,460) days, a covered employee shall be eligible for longevity pay. Longevity pay shall be based on ~~\$250 per~~ years of service. ~~The maximum longevity pay for any covered employee shall be \$5,500 per year.~~ An employee shall be paid 0.5% of their annual total pay per year of service. The maximum longevity pay for any covered employee shall be 9% of their annual total pay per year. Example: an employee who receives his first longevity payment at year four shall receive 2% of his annual pay. Payment shall be made on the first pay period following covered

- (12/24)
- 11. Christmas Day (12/25)
- 12. New Year's Eve Day (12/31)

The Chief may, in his/her discretion and based upon workload, send some or all administrative employees home early, with pay on: the Day after Thanksgiving; Christmas Eve; and New Year's Eve. For administrative employees, holidays that fall on a Saturday shall be taken on the preceding Friday. Holidays that fall on a Sunday shall be taken on the following Monday (except Easter).

The District shall pay the sum of ~~fifty one hundred dollars (\$1050.00)~~ to on-shift covered employees for the ~~twelve~~ above-listed holidays. The employee must be on-duty the actual shift to collect the additional pay for working the holiday and there shall be no split days, emergency, or sick leave for said holiday. The employee must work the total shift for the holiday to receive holiday pay.

**SECTION 3.04 - LONGEVITY PAY**

All covered employees shall receive longevity pay as hereafter provided:  
 For the first ~~four-eight(48)~~ completed years of employment with the District there shall be no longevity pay. After the completion of ~~four-nine(49)~~ years, ~~or one thousand four hundred and sixty (1,460) days,~~ a covered employee shall be eligible for longevity pay. Longevity pay shall be based on \$250 per year of service. The maximum longevity pay for any covered employee shall be \$5,500 per year. Payment shall be made on the first pay period following covered employee's anniversary date of employment. Individuals who meet the eligibility requirements for longevity pay upon termination of their employment prior to their

prior to their anniversary date shall receive prorated longevity pay.

**SECTION 3.05 - CLOTHING ALLOWANCE**

Each covered employee shall receive a clothing allowance in the amount and under the conditions as follows:

- A. The District shall establish a clothing allowance credit at an agreed upon vendor(s) for each employee who is required to wear a uniform by the District in the amount of seven hundred dollars (\$700.00) store credit per year for administrative employees, except administrative assistants shall receive three hundred and fifty dollars (\$350.00) and seven hundred dollars (\$700.00) store credit per year for shift employees. All employees on probation shall have two (2) years in which to buy all necessary clothing required by the District. All employees who are privates or of higher position, shall bring the clothing required by the District up-to-date within one (1) year. The District shall provide a uniform badge to newly hired uniform employees.
- B. Employees may wear the District approved "Union patch" on their uniform shirt.
- C. A uniform committee consisting of one (1) staff officer, one (1) employee designated by the Union and one (1) Board member shall review from time to time the District's uniform requirements. The uniform committee may make recommendations to the Board regarding the District's uniform requirements and policies.
- D. The Union will assist the District in policing its ranks to make sure that all members' uniforms are

employee's anniversary date of employment. Individuals who meet the eligibility requirements for longevity pay upon termination of their employment prior to their anniversary date shall receive pro-rated longevity pay.

**SECTION 3.05 - CLOTHING ALLOWANCE**

Each covered employee shall receive a clothing allowance in the amount and under the conditions as follows:

- A. ~~The District shall establish a clothing allowance credit at an agreed upon vendor(s) for each employee who is required to wear a uniform by the District in the amount of seven hundred dollars (\$700.00) store credit per year for administrative employees, except administrative assistants shall receive three hundred and fifty dollars (\$350.00) and seven hundred dollars (\$700.00) store credit per year for shift employees.~~ The District shall provide an annual uniform allowance in the amount of one thousand dollars (\$1,000.00) for all employees. The allowance shall be provided on a separate check payable to the employee during the first pay period of every year covered by this Agreement and shall be considered reimbursement in full for any and all uniform expenditures for the year. All employees on probation shall have two (2) years in which to buy all necessary clothing required by the District. All employees who are privates or of higher position, shall bring the clothing required by the District up-to-date within one (1) year. The District shall provide a uniform badge to all newly hired uniformed employees.
- B. Employees may wear the ~~District~~ Local approved "Union patch logo" on their uniform shirt, other uniform apparel, and department issued equipment.
- C. A uniform committee consisting of one (1) staff officer, one (1) employee designated by the Union and one (1) Board member shall review ~~from time to time~~ annually the District's uniform requirements. The uniform committee may make

anniversary date shall receive prorated longevity pay.

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- A. The District shall establish a clothing allowance credit at an agreed upon vendor(s) for each employee who is required to wear a uniform by the District in the amount of seven hundred dollars (\$700.00) store credit per year for administrative employees, except administrative assistants shall receive three hundred and fifty dollars (\$350.00) and seven hundred dollars (\$700.00) store credit per year for shift employees. All employees on probation shall have two (2) years in which to buy all necessary clothing required by the District. All employees who are privates or of higher position, shall bring the clothing required by the District up-to-date within one (1) year. The District shall provide a uniform badge to newly hired uniform employees.
- ~~B. Employees may wear the District approved "Union patch" on their uniform shirt.~~
- ~~C.~~ B. A uniform committee consisting of one (1) staff officer, one (1) employee designated by the Union and one (1) Board member shall review from time to time the District's uniform requirements. The uniform committee may make recommendations to the Board regarding the District's uniform requirements and policies.
- ~~D.~~ C. The Union will assist the District in policing its ranks to make sure that all members' uniforms are always neat, clean and in good presentable condition every duty day.

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**SECTION 3.07 - CERTIFICATIONS AND LICENSES**

**A. PARAMEDIC**

Firefighter/paramedics wanting to move laterally to fire suppression or to EMS will be considered by position availability, by seniority and governed by minimum manning requirements as determined by the District in accordance with Section 2.06 of this ordinance. Firefighter/paramedics who are permitted to move laterally or who are promoted within the District shall maintain their paramedic license and complete any additional qualifications required by the District's medical control hospital.

**B. EMERGENCY MEDICAL TECHNICIAN**

Employees who have current EMT licenses will not be allowed to drop their certification. Emergency medical technicians shall maintain their EMT license and complete any additional qualifications required by the District's medical control hospital.

**SECTION 3.08 - INJURED OR DISABLED WHILE ON DUTY**

**A. Injured on Duty:** Any covered employee with the District who is thereafter injured while on duty and while obeying the safety rules of the District, shall be paid by the District his regular salary for sixteen (16) weeks per injury, less any moneys received by him as payment under the Workers' Compensation Laws of the

recommendations to the Board regarding the District's uniform requirements and policies.

D. The Union will assist the District in policing its ranks to make sure that all members' uniforms are always neat, clean and in good presentable condition every duty day.

**SECTION 3.07 - CERTIFICATIONS AND LICENSES**

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**B. EMERGENCY MEDICAL TECHNICIAN**

Employees who have current EMT licenses will not be allowed to drop their certification. Emergency medical technicians shall maintain their EMT license and complete any additional qualifications required by the District's medical control hospital. All members maintaining an EMT license shall be paid an hourly premium of 1.5% of their base rate.

**SECTION 3.08 - INJURED OR DISABLED WHILE ON DUTY**

**A. Injured on Duty:** Any covered employee with the District who is thereafter injured while on duty and while obeying the safety rules of the District, shall be paid by the District his regular salary for sixteen (16) weeks per injury, less any moneys received by him as payment under the Workers' Compensation Laws of the State of Missouri. The employee shall present said

**SECTION 3.07 - CERTIFICATIONS AND LICENSES /s/ RH 10/7/13**

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Firefighter/paramedics wanting to move laterally to fire suppression or to EMS will be considered by position availability, by seniority and governed by minimum manning requirements as determined by the District in accordance with Section 2.06 of this ordinance. Firefighter/paramedics who are permitted to move laterally or who are promoted within the District shall maintain their paramedic license and complete any additional qualifications required by the District's medical control hospital.

**B. EMERGENCY MEDICAL TECHNICIAN**

Employees who have current EMT licenses will not be allowed to drop their certification. Emergency medical technicians shall maintain their EMT license and complete any additional qualifications required by the District's medical control hospital.

**SECTION 3.08 - INJURED OR DISABLED WHILE ON DUTY**

**A. ~~Injured on Duty:~~** Any covered employee with the District who is thereafter injured while on duty and while obeying the safety rules of the District, shall be paid benefits pursuant to by the District his regular salary for sixteen (16) weeks per injury, less any moneys received by him as payment under the

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State of Missouri. The employee shall present said check to the District, for verification and that amount shall be deducted from his regular paycheck. If the period of disability of the employee continues for more than or beyond the sixteen (16) week period referred to herein, then the state's Workers' Compensation Law shall apply for the continuing period. All benefits, such as sick leave, longevity pay, pension, vacation, Kelly days, salary increases, and clothing allowance, shall accrue during this leave.

**B. Disabled on Duty:** The District shall provide a long-term disability benefit for covered employees for a period extending from the above-mentioned sixteen (16) weeks to two (2) years. This benefit shall be two-thirds (2/3) of the employee's salary plus an amount equal to the sum of the federal income taxes for that amount using the employee's most recent W-4, less any moneys received by him as payment under the Workers' Compensation Laws of the State of Missouri. No employee will be eligible for the two-thirds (2/3) benefit while using accrued sick leave benefit should sick leave be required to be used under Workers Compensation Laws, or the District's long term disability policy, or the District's long term disability plan.

1. Longevity pay, paid in lump sum, shall be paid pro-rata to the employee to the date of disability.
2. All other benefits, such as sick leave, longevity pay, vacation, Kelly days, salary increases, and clothing allowance, shall be frozen during this leave. Health and life insurance premiums outlined in Section 3.09 of this Ordinance will continue to be paid by the District.
3. In the event the employee does return to duty

check to the District, for verification and that amount shall be deducted from his regular paycheck. If the period of disability of the employee continues for more than or beyond the sixteen (16) week period referred to herein, then the state's Workers' Compensation Law shall apply for the continuing period. All benefits, such as sick leave, longevity pay, pension, vacation, Kelly days, salary increases, and clothing allowance, shall accrue during this leave

**B. Disabled on Duty:** The District shall provide a long-term disability benefit for covered employees for a period extending from the above-mentioned sixteen (16) weeks to two (2) years. This benefit shall be two-thirds (2/3) of the employee's salary plus an amount equal to the sum of the federal income taxes for that amount using the employee's most recent W-4, less any moneys received by him as payment under the Workers' Compensation Laws of the State of Missouri. No employee will be eligible for the two-thirds (2/3) benefit while using accrued sick leave benefit should sick leave be required to be used under Workers Compensation Laws, or the District's long term disability policy, or the District's long term disability plan.

1. Longevity pay, paid in lump sum, shall be paid pro-rata to the employee to the date of disability.
2. All other benefits, such as sick leave, longevity pay, vacation, Kelly days, salary increases, and clothing allowance, shall be frozen during this leave. Health and life insurance premiums outlined in Section 3.09 of this Ordinance will continue to be paid by the District.
3. In the event the employee does return to duty within the two (2) year period of long-term disability, sick leave and vacation time, which would have been accrued during this period, will be credited to the employee. The employee, upon return to duty within the two (2) year period of long-term disability, will receive the current salary for such employee's position.
4. An employee who is injured or disabled while on duty will continue to accumulate seniority for a period of two (2) years

~~Workers' Compensation Laws of the State of Missouri. The employee shall present said check to the District, for verification and that amount shall be deducted from his regular paycheck. If the period of disability of the employee continues for more than or beyond the sixteen (16) week period referred to herein, then the state's Workers' Compensation Law, shall apply for the continuing period. All benefits, such as sick leave, longevity pay, pension, vacation, Kelly days, salary increases, and clothing allowance, shall accrue during this leave.~~

B.

~~The District shall provide a long-term disability benefit for covered employees for a period extending from the above mentioned sixteen (16) weeks to two (2) years. This benefit shall be two-thirds (2/3) of the employee's salary plus an amount equal to the sum of the federal income taxes for that amount using the employee's most recent W-4, less any moneys received by him as payment under the Workers' Compensation Laws of the State of Missouri. No employee will be eligible for the two-thirds (2/3) benefit while using accrued sick leave benefit should sick leave be required to be used under Workers Compensation Laws, or the District's long term disability policy, or the District's long term disability plan.~~

1. Longevity pay, paid in lump sum, shall be paid pro-rata to the employee to the date of disability.
2. All other benefits, such as sick leave, longevity pay, vacation, Kelly days, salary increases, and clothing allowance, shall be frozen during this leave. Health and life insurance premiums outlined in Section 3.09 of this Ordinance will continue to be paid by the District, until

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within the two (2) year period of long-term disability, sick leave and vacation time, which would have been accrued during this period, will be credited to the employee. The employee, upon return to duty within the two (2) year period of long-term disability, will receive the current salary for such employee's position.

4. An employee who is injured or disabled while on duty will continue to accumulate seniority for a period of two (2) years while on long term disability. After two (2) years a covered employee's seniority will be frozen. If, within seven (7) years from the onset of the disability, the individual provides the District with documentation that he has been rehabilitated and is fit for and qualified for duty, said employee will be eligible to be re-employed into a vacant position with the District. After this notification from this individual, the District shall hire no new employees in the disabled employee's classification, until this disabled employee has been given the opportunity to be re-employed with the District. The District shall notify said individual in writing by registered or certified mail forwarded to the individual's last recorded address. Upon re-employment, the employee will be credited with all prior accumulated seniority, and his seniority will then be integrated into the current District seniority list. It is the sole responsibility of the aforementioned employee to keep the District properly informed of his medical status and his current address.

while on long term disability. After two (2) years a covered employee's seniority will be frozen. If, within seven (7) years from the onset of the disability, the individual provides the District with documentation that he has been rehabilitated and is fit for and qualified for duty, said employee will be eligible to be re-employed into a vacant position with the District. After this notification from this individual, the District shall hire no new employees in the disabled employee's classification, until this disabled employee has been given the opportunity to be re-employed with the District. The District shall notify said individual in writing by registered or certified mail forwarded to the individual's last recorded address. Upon re-employment, the employee will be credited with all prior accumulated seniority, and his seniority will then be integrated into the current District seniority list. It is the sole responsibility of the aforementioned employee to keep the District properly informed of his medical status and his current address.

termination of employment per subsection 4, below.

3. In the event the employee does return to duty within the two (2) year period of long-term disability, sick leave and vacation time, which would have been accrued during this period, will be credited to the employee. The employee, upon return to duty within the two (2) year period of long-term disability, will receive the current salary for such employee's position.

4. An employee who is injured or disabled while on duty will continue to accumulate seniority for a period of two (2) years ~~while on long-term disability~~. After two (2) years a covered employee's seniority will be ~~frozen~~ broken and employment terminated. If, within seven (7) years from the onset of the disability, the individual provides the District with documentation that he has been rehabilitated and is fit for and qualified for duty, said employee will be eligible to be re-employed into a vacant position with the District. After this notification from this individual, the District shall hire no new employees in the disabled ~~ex-~~employee's classification, until this disabled ~~ex-~~employee has been given the opportunity to be re-employed with the District. The District shall notify said individual in writing by registered or certified mail forwarded to the individual's last recorded address. Upon re-employment, the employee will be credited with all prior accumulated seniority, and his seniority will then be integrated into the current District seniority list. It is the sole



<p><b>SECTION 3.09 - HEALTH AND WELFARE / EMPLOYEE ASSISTANCE PROGRAM /LIGHT DUTY</b></p> <p><b>A. HEALTH AND WELFARE &amp; EMPLOYEE ASSISTANCE PROGRAM</b></p> <p>1. The District shall pay premiums equal to or exceeding the current insurance plan in order to provide benefits which shall include a major medical plan, dental plan, vision plan, and prescription drug provisions. Prior to implementing any changes to benefits under the current health care plans, the District agrees to meet and confer with the Union's Pension/Health and Welfare Committee.</p> <p>2. Matters involving health and welfare (including insurance) and matters involving safety may be presented at Board meetings by appropriate Union representatives in accordance with established Board procedures.</p> <p>3. The District's group life insurance coverage will be maintained at ten thousand dollars (\$10,000) for employees covered by this Ordinance and group life insurance coverage will be maintained at fifty thousand dollars (\$50,000) for employees participating in the District's Welfare Benefit Plan (VEBA). Employees may elect, through payroll deduction, to purchase an additional amount of life insurance coverage.</p> <p>4. The District will pay insurance premiums or will self-insure in order to provide long-term disability benefits equal to at least fifty percent (50%) of the covered employee's average base monthly salary at</p>	<p><b>SECTION 3.09 - HEALTH AND WELFARE / EMPLOYEE ASSISTANCE PROGRAM /LIGHT DUTY</b></p> <p><b>A. HEALTH AND WELFARE &amp; EMPLOYEE ASSISTANCE PROGRAM</b></p> <p>1. <del>The District shall pay premiums equal to or exceeding the current insurance plan in order to provide benefits which shall include a major medical plan, dental plan, vision plan, and prescription drug provisions. Prior to implementing any changes to benefits under the current health care plans, the District agrees to meet and confer with the Union's Pension/Health and Welfare Committee.</del> The District shall bear the full cost of an insurance plan to provide medical, dental, vision, and prescription drug benefits for each employee and family as outlined in Addendum 1. Addendum 1 shall have the full force of the CBA and shall be binding. Addendum 1 may only be modified as per Section 5.02, during the period of the Agreement.</p> <p>2. Matters involving health and welfare (including insurance) and matters involving safety may be presented at Board meetings by appropriate Union representatives in accordance with established Board procedures.</p> <p>3. The District's group life insurance coverage will be maintained at <del>ten</del> <b>twenty</b> thousand dollars (\$<del>10,000</del>) for employees covered by this Ordinance and group life insurance coverage will be maintained at <b>one hundred</b> fifty thousand dollars (\$150,000) for employees participating in the District's Welfare Benefit Plan (VEBA). Employees may elect, through payroll deduction, to purchase an additional amount of life insurance coverage.</p> <p>4. The District will pay insurance premiums or will self-insure in order to provide long-term disability benefits equal to at least <b>fifty seventy five</b> percent (<del>50</del>75%) of the covered employee's</p>	<p>responsibility of the aforementioned employee to keep the District properly informed of his medical status and his current address.</p> <p><b>SECTION 3.09 - HEALTH AND WELFARE / EMPLOYEE ASSISTANCE PROGRAM /LIGHT DUTY</b></p> <p><b>A. HEALTH AND WELFARE &amp; EMPLOYEE ASSISTANCE PROGRAM</b></p> <p>1. <u>The District shall</u> pay premiums equal to or exceeding <u>an average of \$15,000.00 per employee per year</u> <del>the current insurance plan</del> in order to provide benefits which shall include a major medical plan, <u>with prescription drug provisions, and which may include a</u> dental plan, <u>and</u> vision plan, <del>and prescription drug provisions.</del> Prior to implementing any changes to benefits under the current health care plans, the District agrees to meet and confer with the Union's Pension/Health and Welfare Committee.</p> <p>2. Matters involving health and welfare (including insurance) and matters involving safety may be presented at Board meetings by appropriate Union representatives in accordance with established Board procedures. <u>/s/ RH 10/7/13</u></p> <p>3. The District's group life insurance coverage will be maintained at ten thousand dollars (\$10,000) for employees covered by this Ordinance and group life insurance coverage will be maintained at fifty thousand dollars (\$50,000) for employees participating in the District's Welfare Benefit Plan (VEBA). Employees may elect, through payroll deduction, to purchase an additional amount of life insurance coverage. <u>/s/ RH 10/7/13</u></p> <p><del>4.</del> <u>4.</u> The District will pay insurance premiums or will self-insure in order to provide long-term disability benefits</p>
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<p>the time of said disability as provided in the District's Welfare Benefit Plan (VEBA). Employees may elect, through payroll deduction, to purchase any additional amount of disability coverage.</p> <p>5. The covered employees, striving to maintain a safe and professional working environment, agree to a policy in order to control any drug or alcohol abuse problems, as well as provide help to the employee who might have a substance or alcohol abuse problem. The covered employees agree to the drug and alcohol abuse policy. Each employee shall be provided with an individual copy of this specific policy for which each employee shall sign an acknowledgement, acknowledging receipt of this specific policy.</p> <p>6. Employee Assistance Program The District shall offer and make available to all full-time, regular employees an Employee Assistance Program for counseling. Policy Statements:</p> <ul style="list-style-type: none"> <li>*District believes alcoholism and other behavioral/medical problems are treatable.</li> <li>*District is only interested in behavioral/medical problems as they affect job performance.</li> <li>*District is not concerned with social drinking or what employees do in their private lives as long as it does not affect job performance.</li> <li>*Employees are encouraged to use this program.</li> <li>*Participation is voluntary and the responsibility of the individual.</li> <li>*Employee's refusal to accept problem assessment and prescribed treatment will be handled in accordance with existing policies and procedures for poor performance if such continues. This applies also to failure to resolve problems within a reasonable</li> </ul>	<p>average base monthly salary at the time of said disability as provided in the District's Welfare Benefit Plan (VEBA). Employees may elect, through payroll deduction, to purchase any additional amount of disability coverage.</p> <p>5. The covered employees, striving to maintain a safe and professional working environment, agree to a policy in order to control any drug or alcohol abuse problems, as well as provide help to the employee who might have a substance or alcohol abuse problem. The covered employees agree to the drug and alcohol abuse policy <u>outlined in Addendum 2. This Addendum shall have be binding during the period of the Agreement.</u> Each employee shall be provided with an individual copy of this specific policy for which each employee shall sign an acknowledgement, acknowledging receipt of this specific policy.</p> <p>6. Employee Assistance Program The District shall offer and make available to all full-time, regular employees an Employee Assistance Program for counseling. Policy Statements:</p> <ul style="list-style-type: none"> <li>*District believes alcoholism and other behavioral/medical problems are treatable.</li> <li>*District is only interested in behavioral/medical problems as they affect job performance.</li> <li>*District is not concerned with social drinking or what employees do in their private lives as long as it does not affect job performance.</li> <li>*Employees are encouraged to use this program.</li> <li>*Participation is voluntary and the responsibility of the individual.</li> <li>*Employee's refusal to accept problem assessment and prescribed treatment will be handled in accordance with existing policies and procedures for poor performance if such continues. This applies also to failure to resolve problems within a reasonable amount of time in treatment.</li> </ul>	<p>equal to at least fifty percent (50%) of the covered employee's average base monthly salary at the time of said disability as provided in the District's Welfare Benefit Plan (VEBA). Employees may elect, through payroll deduction, to purchase any additional amount of disability coverage. <u>/s/ RH 10/7/13</u></p> <p><del>4-5</del> The covered employees, striving to maintain a safe and professional working environment, agree to a policy in order to control any drug or alcohol abuse problems, as well as provide help to the employee who might have a substance or alcohol abuse problem. The covered employees agree to the drug and alcohol abuse policy. Each employee shall be provided with an individual copy of this specific policy for which each employee shall sign an acknowledgement, acknowledging receipt of this specific policy. <u>/s/ RH 10/7/13</u></p> <p><del>5-6</del> Employee Assistance Program <u>/s/ RH 10/7/13</u> The District shall offer and make available to all full-time, regular employees an Employee Assistance Program for counseling. Policy Statements:</p> <ul style="list-style-type: none"> <li>* District believes alcoholism and other behavioral/medical problems are treatable.</li> <li>* District is only interested in behavioral/medical problems as they affect job performance.</li> <li>* District is not concerned with social drinking or what employees do in their private lives as long as it does not affect job performance <u>or the reputation and/or image of the District.</u></li> <li>* Employees are encouraged to use this program.</li> <li>* Participation is voluntary and the responsibility of the individual.</li> <li>* Employee's refusal to accept problem assessment and prescribed treatment will be handled in</li> </ul>
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<p>amount of time in treatment.</p> <p><b>B. LIGHT DUTY ON &amp; OFF DUTY INJURIES/ILLNESSES</b>  The district agrees to maintain a policy on Light Duty, including but not limited to, a Light Duty policy which includes injuries/illnesses that happen both on and off duty.</p>	<p><b>B. LIGHT DUTY ON &amp; OFF DUTY INJURIES/ILLNESSES</b>  The district agrees to maintain a policy on Light Duty, including but not limited to, a Light Duty policy which includes injuries/illnesses that happen both on and off duty. <u>The Light Duty Policy is outlined in Addendum 3, which shall be binding during the period of the Agreement.</u></p>	<p>accordance with existing policies and procedures for poor performance if such continues. This applies also to failure to resolve problems within a reasonable amount of time in treatment.</p> <p><b>B. LIGHT DUTY ON &amp; OFF DUTY INJURIES/ILLNESSES</b>  <u>The district agrees to maintain a policy on Light Duty, for including but not limited to, a Light Duty policy which includes injuries/illnesses that happen both on and off duty. Nothing shall prohibit the Board, in appropriate circumstances, from granting Light Duty for off duty injuries/illnesses.</u></p>
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**SECTION 4.00 – NOT ON DUTY**

**SECTION 4.00 – NOT ON DUTY**

**SECTION 4.00 – NOT ON DUTY**

<p><b>SECTION 4.02 - SICK LEAVE/PERSONAL DAYS</b>  Effective January 1, 2012.  <b>SHIFT PERSONNEL</b>  1. During the period of this Ordinance, all covered employees shall be credited a total of six (6) sick leave days, with regular pay, per year, (of which two (2) days may be used as personal days) and which sick leave days may be used prior to the</p>	<p><b>SECTION 4.02 – SICK LEAVE/PERSONAL DAYS</b>  Current sick day program will continue until the new program will begin January 1, <del>2012</del>2014.  <b>SHIFT PERSONNEL</b>  1. During the period of this Ordinance, all covered employees shall be credited a total of <del>six</del> eight (8) sick leave days, with regular pay, per year, (of which two (2) days may be used as personal days) and which sick leave days may be used prior to the</p>	<p><b>SECTION 4.02 - SICK LEAVE/PERSONAL DAYS</b>  Effective January 1, <del>2012</del>2014.  <b>SHIFT PERSONNEL</b>  1. During the period of this Ordinance, all covered employees shall be credited a total of six (6) sick leave days, with regular pay, per year, (of which <del>two</del> one (1) days may be used as a personal days) and which sick leave</p>
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employee using any of the employee's accumulated sick leave days. Personal days must be scheduled one (1) week in advance. When a covered employee leaves the employment of the District, then for such year as said employee shall leave, the credited sick leave days shall be reduced for each month remaining in the year of his departure, on the basis of one-half (1/2) sick leave day per month, and the employee will be required to reimburse the District for any sick leave days taken but not earned at the time of the employee's departure.

2. Probationary employees shall receive the same sick leave benefits and conditions as are provided other covered employees. In the first year of employment new employees will earn sick leave at the rate of one-half (1/2) day for each full calendar month of employment.

3. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than sixty (60) days; those currently with more than sixty (60) days shall be exempt from the max total (grandfathered) accumulating or accruing no more than their current accumulation of days at the effective date of this ordinance. Individuals who have sick leave days exceeding sixty (60) days can sell those extra days at three hundred dollars (\$300) per sick leave day to a maximum of six (6) days. Any sick leave day accumulated prior to 12/31/2004 shall be valued at the 2004 rate of pay for the said employee's classification. Any sick leave day accumulated after 1/1/2005 shall be valued at \$250.00.

4. Any employee who has an accumulation of at least thirty (30) sick leave days or more, at the

employee using any of the employee's accumulated sick leave days. Personal days must be scheduled one (1) week in advance. When a covered employee leaves the employment of the District, then for such year as said employee shall leave, the credited sick leave days shall be reduced for each month remaining in the year of his departure, on the basis of one-half (1/2) sick leave day per month, and the employee will be required to reimburse the District for any sick leave days taken but not earned at the time of the employee's departure. Employees shall utilize sick time in 24 hour blocks.

2. Probationary employees shall receive the same sick leave benefits and conditions as are provided other covered employees. In the first year of employment new employees will earn sick leave at the rate of one-half (1/2) day for each full calendar month of employment.

3. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than ~~sixty-seventy five (6075)~~ sixty-seventy five (6075) days; those currently as with more than ~~sixty-seventy five (6075)~~ sixty-seventy five (6075) days shall be exempt from the max total (grandfathered) accumulating or accruing no more than their current accumulation of days at the effective date of this ordinance. Individuals who have sick leave days exceeding sixty (60) days can sell those extra days at three hundred dollars (\$300) per sick leave day to a maximum of six (6) days. ~~Any sick leave day accumulated prior to 12/31/2004 shall be valued at the 2004 rate of pay for the said employee's classification. Any sick leave day accumulated after 1/1/2005 shall be valued at \$250.00. All sick days, current or accumulated, shall be valued at the present rate of pay for said employee's classification at the time of use.~~

4. Any employee who has an accumulation of at least thirty (30) sick leave days or more, at the time additional sick leave days are earned and may be accumulated, may elect to receive pay on 12/31 of the accrued year for sick leave days at a scheduled rate as seen below:

days may be used prior to the employee using any of the employee's accumulated sick leave days. Personal days must be scheduled one (1) week in advance. When a covered employee leaves the employment of the District, then for such year as said employee shall leave, the credited sick leave days shall be reduced for each month remaining in the year of his departure, on the basis of one-half (1/2) sick leave day per month, and the employee will be required to reimburse the District for any sick leave days taken but not earned at the time of the employee's departure.

2. Probationary employees shall receive the same sick leave benefits and conditions as are provided other covered employees. In the first year of employment new employees will earn sick leave at the rate of one-half (1/2) day for each full calendar month of employment. /s/ RH 10/7/13

3. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than sixty (60) days; those ~~currently as of January 1, 2011~~ currently as of January 1, 2011 with more than sixty (60) days shall be exempt from the max total (grandfathered) accumulating or accruing no more than their current accumulation of days ~~at the effective date of this ordinance~~ as of January 1, 2011. Individuals who have sick leave days exceeding sixty (60) days can sell those extra days at three hundred dollars (\$300) per sick leave day to a maximum of six (6) days. Any sick leave day accumulated prior to 12/31/2004 shall be valued at the 2004 rate of pay for the said employee's classification. Any sick leave day accumulated after 1/1/2005, but before 1/1/14 shall be valued at \$250.00. Sick leave days are used on a "first in, first out" basis.

Any employee who has an accumulation of at least thirty (30) sick leave days or more, at the time additional sick leave days are earned and may be accumulated, may elect

time additional sick leave days are earned and may be accumulated, may elect to receive pay on 12/31 of the accrued year for sick leave days at a scheduled rate as seen below:  
 Effective January 1, 2012 Shift employees may sell up to 4 sick days as follows:  
 First day: 100% of base salary  
 Second and Third day: 50% of base salary  
 Fourth day: 100% of base salary  
 If days are remaining, they shall carryover in the next year and accrue until the maximum of sixty (60) days is reached.  
 5. In Lieu of payment and regardless of an individual's personal accumulation of days, employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Kelly Days as follows:  
 Use of 0 or 1 Sick Leave/Personal Days 2 Kelly Days  
 Use of 2 Sick Leave/Personal Days 1 Kelly Day  
 Use of 3 or more Sick Days 0 Kelly Days  
 6. The sick leave provisions are subject to the following conditions:  
 a. Any employee who must miss work on account of a sickness or other unavoidable cause shall notify the District prior to the time of reporting for duty, and he shall receive his regular employment and duties upon his return provided that the employee furnished the District with the certificate of a qualified medical physician showing that he is physically able to return to work if the sickness extends beyond two (2) successive shift days.  
 b. Any covered employee who abuses or violates

Effective January 1, 2012 Shift employees may sell up to 4 sick days as follows:  
 First day: 100% of base salary  
 Second and Third day: 50% of base salary  
 Fourth day: 100% of base salary  
 If days are remaining, they shall carry over in the next year and accrue until the maximum of ~~sixty~~ **seventy five (6075)** days is reached.  
 5. In Lieu of payment and regardless of an individual's personal accumulation of days, employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Kelly Days as follows:  
 Use of 0 or 1 Sick Leave/Personal Days 2 Kelly Days  
 Use of 2 Sick Leave/Personal Days 1 Kelly Day  
 Use of 3 or more Sick Days 0 Days  
 6. The sick leave provisions are subject to the following conditions:  
 a. Any employee who must miss work on account of a sickness or other unavoidable cause shall notify the District prior to the time of reporting for duty, and he shall receive his regular employment and duties upon his return provided that the employee furnished the District with the certificate of a qualified medical physician showing that he is physically able to return to work if the sickness extends beyond two (2) successive shift days. **An employee absent due to illness for the first 24 hours of duty shall notify the Battalion Chief of his status no later than 7pm prior to the second 24 hours.**  
 b. Any covered employee who abuses or violates the sick leave provisions contained in this Ordinance shall be disciplined under the rules and regulations of the District. Any discharge pursuant to this provision shall be subject to the grievance

to receive pay on 12/31 of the accrued year for sick leave days at a scheduled rate as seen below:  
~~Effective January 1, 2012-2014~~ Shift employees may sell up to 4 sick days ~~as follows:~~ **at 25% of base salary.**  
~~First day: \_\_\_\_\_  
 \_\_\_\_\_ 100% of base salary  
 Second and Third day: \_\_\_\_\_ 50% of base salary  
 Fourth day: \_\_\_\_\_  
 \_\_\_\_\_ 100% of base salary  
 If days are remaining, they shall carry over in the next year and acerue until the maximum of sixty (60) days is reached.~~  
~~4. In Lieu of payment and regardless of an individual's personal accumulation of days, employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Kelly Days as follows:  
 Use of 0 or 1 Sick Leave/Personal Days \_\_\_\_\_ 2 Kelly Days  
 Use of 2 Sick Leave/Personal Days \_\_\_\_\_ 1 Kelly Day  
 Use of 3 or more Sick Days \_\_\_\_\_ 0 Days~~  
~~5.4. The sick leave provisions are subject to the following conditions:  
 a. Any employee who must miss work on account of a sickness or other unavoidable cause shall notify the District prior to the time of reporting for duty, and he shall receive his regular employment and duties upon his return provided that the employee furnished the District with the certificate of a qualified medical~~

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the sick leave provisions contained in this Ordinance shall be disciplined under the rules and regulations of the District. Any discharge pursuant to this provision shall be subject to the grievance procedure in section 2.08 of this Ordinance.

c. District reserves the right to require the employee to obtain a certificate showing his incapacity to work from a medical physician selected by the District, if the sickness extends beyond two (2) successive shift days.

**ADMINISTRATIVE PERSONNEL**

1. During the period of this Ordinance, all covered employees shall be credited a total of eight (8) sick leave days, with regular pay, per year and which sick leave days may be used prior to the employee using any of the employee's accumulated sick leave days. When a covered employee leaves the employment of

procedure in section 2.08~~9~~ of this Ordinance.

c. District reserves the right to require the employee to obtain a certificate showing his incapacity to work from a medical physician selected by the District, if the sickness extends beyond two (2) successive shift days.

**ADMINISTRATIVE PERSONNEL**

1. During the period of this Ordinance, all covered employees shall be credited a total of ~~eight~~ ~~ten~~ (8) sick leave days, with regular pay, per year and which sick leave days may be used prior to the employee using any of the employee's accumulated sick leave days. When a covered employee leaves the employment of the District, then for such year as said employee shall leave, the credited sick leave days shall be reduced for

physician showing that he is physically able to return to work if the sickness extends beyond two (2) successive shift days.

b. Any covered employee who abuses or violates the sick leave provisions contained in this Ordinance shall be disciplined under the rules and regulations of the District. Any discharge pursuant to this provision shall be subject to the grievance procedure in section 2.08 of this Ordinance.

c. District reserves the right to require the employee to obtain a certificate showing his incapacity to work from a medical physician selected by the District, if the sickness extends beyond two (2) successive shift days and/or with a third occurrence in a year.

5. An employee will be cashed out of unused sick days accrued prior to 1/1/14 at the rate of \$250 per day, and at the rate of \$125 per day for unused sick days accrued after 1/1/14, and subject to the cap in 3, above where:

- a) He/she voluntarily leaves employment by reason of resignation and/or retirement, after having given at least 30 days written notice, and within said 30 day notice period, devotes his/her best efforts to the performance of duties, and attends work regularly.
- b) He/she is terminated by the District for reasons completely unrelated to his/her attendance, performance and/or conduct.

**ADMINISTRATIVE PERSONNEL**

~~2-1~~ During the period of this Ordinance, all covered employees shall be credited a total of eight (8) sick leave days, with regular pay, per year and which sick leave days may be used prior to the employee using any of the employee's accumulated sick leave days. When a covered employee leaves the employment of the District, then for such year as said employee shall leave, the

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the District, then for such year as said employee shall leave, the credited sick leave days shall be reduced for each month remaining in the year of his departure, on the basis of two-thirds (2/3) sick leave day per month, and the employee will be required to reimburse the District for any sick days taken but not earned at the time of the employee's departure.

2. Probationary employees shall receive the same sick leave day benefits and conditions as are provided other covered employees. In the first year of employment, new employees will earn sick leave at the rate of two-thirds (2/3) day for each full calendar month of employment.

3. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than ninety (90) days; those currently with more than ninety (90) days shall be exempt from the max total (grandfathered) accumulating no more than their current accumulation of days at the effective date of this ordinance. Individuals who have sick leave days exceeding sixty (90) days can sell those extra days at three hundred dollars

(\$300) per sick leave day to a maximum of eight (8) days. Any sick leave day accumulated prior to 12/31/2004 shall be valued at the 2004 rate of pay for the said employee's classification. Any sick leave day accumulated after 1/1/2005 shall be valued at \$250.00.

4. Any employee who has an accumulation of at least sixty (60) sick leave days, at the time additional sick leave days are earned and may be accumulated, may elect to receive pay on 12/31

each month remaining in the year of his departure, on the basis of two-thirds (2/3) sick leave day per month, and the employee will be required to reimburse the District for any sick days taken but not earned at the time of the employee's departure.

2. Probationary employees shall receive the same sick leave day benefits and conditions as are provided other covered employees. In the first year of employment, new employees will earn sick leave at the rate of two-thirds (2/3) day for each full calendar month of employment.

3. Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than ~~ninety one hundred ten (90110)~~ ninety one hundred ten (90110) days; those currently with more than ~~ninety one hundred ten (90110)~~ ninety one hundred ten (90110) days shall be exempt from the max total (grandfathered) accumulating no more than their current accumulation of days at the effective date of this ordinance. Individuals who have sick leave days exceeding ~~sixty ninety (90)~~ sixty ninety (90) days can sell those extra days at three hundred dollars (\$300) per sick leave day to a maximum of eight (8) days. ~~Any sick leave day accumulated prior to 12/31/2004 shall be valued at the 2004 rate of pay for the said employee's classification. Any sick leave day accumulated after 1/1/2005 shall be valued at \$250.00. All sick days, current or accumulated, shall be valued at the present rate of pay for said employee's classification at the time of use.~~

4. Any employee who has an accumulation of at least sixty (60) sick leave days, at the time additional sick leave days are earned and may be accumulated, may elect to receive pay on 12/31 of the accrued year for sick leave days at a scheduled rate as seen below:

Effective January 1, 2012 Administrative employees may sell up to ~~4~~ 6 sick days as follows: First day:

100% of base salary  
50% of

Second ~~and Third~~ Third thru Fifth day:

credited sick leave days shall be reduced for each month remaining in the year of his departure, on the basis of two-thirds (2/3) sick leave day per month, and the employee will be required to reimburse the District for any sick days taken but not earned at the time of the employee's departure. /s/ RH 10/7/13

~~3-2~~ Probationary employees shall receive the same sick leave day benefits and conditions as are provided other covered employees. In the first year of employment, new employees will earn sick leave at the rate of two-thirds (2/3) day for each full calendar month of employment. /s/ RH 10/7/13

~~4-3~~ Maximum Number of Sick Leave Days an Employee can accumulate will be a total of no more than ninety (90) days; those ~~currently as of January 1, 2011~~ currently as of January 1, 2011 with more than ninety (90) days shall be exempt from the max total (grandfathered) accumulating no more than their current accumulation of days ~~at the effective date of this ordinance~~ as of January 1, 2011. Individuals who have sick leave days exceeding sixty (90) days can sell those extra days at three hundred dollars (\$300) per sick leave day to a maximum of eight (8) days. Any sick leave day accumulated prior to 12/31/2004 shall be valued at the 2004 rate of pay for the said employee's classification. Any sick leave day accumulated after 1/1/2005 shall be valued at \$250.00. Sick leave days are used on a "first in, first out" basis.

~~A-4~~ Any employee who has an accumulation of at least sixty (60) sick leave days, at the time additional sick leave days are earned and may be accumulated, may elect to receive pay on 12/31 of the accrued year for sick leave days at a scheduled rate as seen below:

Effective January 1, 2012 Administrative employees may sell up to 4 sick days at 25% of base salary as follows:

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<p>of the accrued year for sick leave days at a scheduled rate as seen below:  Effective January 1,2012 Administrative employees may sell up to 4 sick days as follows:  First day: 100% of base salary  Second and Third day: 50% of base salary  Fourth day: 100% of base salary  <b>If</b> days are remaining, they shall carry over in the next year and accrue until the maximum of ninety (90) days is reached.  5. In Lieu of payment and regardless of an individual's personal accumulation of days, employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Personal Days as follows:  Use of 0 or 1 Sick Leave/Personal Days 2 Personal Days  Use of 2 Sick Leave/Personal Days 1 Personal Day  Use of 3 or more Sick Days 0 Personal Days</p> <p>6. The sick leave provisions are subject to the following conditions:  a. Any employee who must miss work because of a sickness or other unavoidable cause shall notify the District prior to the time of reporting for duty, and he shall receive his regular employment and duties upon his return, provided that the employee furnished the District with the certificate of a qualified medical physician showing that he is physically able to return to work if the sickness extends to three (3) successive work days.  b. Any covered employee who abuses or violates</p>	<p><del>Fourth</del> Sixth day:  base salary  100% of  base salary</p> <p>If days are remaining, they shall carry over in the next year and accrue until the maximum of <del>ninety</del> one hundred ten (90 110) days is reached.</p> <p>5. In Lieu of payment and regardless of an individual's personal accumulation of days, employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Personal Days as follows:  Use of 0 or 1 Sick Leave/Personal Days 2 Personal Days  Use of 2 Sick Leave/Personal Days 1 Personal Day  Use of 3 or more Sick Days 0 additional days awarded</p> <p>6. The sick leave provisions are subject to the following conditions:  a. Any employee who must miss work because of a sickness or other unavoidable cause shall notify the District prior to the time of reporting for duty, and he shall receive his regular employment and duties upon his return, provided that the employee furnished the District with the certificate of a qualified medical physician showing that he is physically able to return to work if the sickness extends to three (3) successive work days.  b. Any covered employee who abuses or violates the sick leave provisions contained in this Ordinance shall be disciplined under the rules and regulations of the District. Any discharge pursuant to this provision shall be subject to the grievance procedure in section 2.089 of this Ordinance. 32  c. The District reserves the right to require the employee to obtain a certificate showing his incapacity to work from a medical physician selected by the District, if the sickness extends beyond three (3) successive work days</p>	<p><del>First day: 100% of base salary</del>  <del>Second and Third day: 50% of base salary</del>  <del>Fourth day: 100% of base salary</del>  <del>If days are remaining, they shall carry over in the next year and accrue until the maximum of ninety (90) days is reached.</del>  <del>B. In Lieu of payment and regardless of an individual's personal accumulation of days, employees demonstrating good stewardship of the sick leave/personal leave program shall receive up to two (2) additional Personal Days as follows:</del>  <del>Use of 0 or 1 Sick Leave/Personal Days 2 Personal Days</del>  <del>Use of 2 Sick Leave/Personal Days 1 Personal Day</del>  <del>Use of 3 or more Sick Days 0 additional days awarded</del></p> <p>5. The sick leave provisions are subject to the following conditions:  a. Any employee who must miss work because of a sickness or other unavoidable cause shall notify the District prior to the time of reporting for duty, and he shall receive his regular employment and duties upon his return, provided that the employee furnished the District with the certificate of a qualified medical physician showing that he is physically able to return to work if the sickness extends to three (3) successive work days.  b. Any covered employee who abuses or violates the sick leave provisions contained in this Ordinance shall be disciplined under the rules and regulations of the District. Any discharge pursuant to this provision shall be subject to the grievance procedure in section 2.08 of</p>
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the sick leave provisions contained in this Ordinance shall be disciplined under the rules and regulations of the District. Any discharge pursuant to this provision shall be subject to the grievance procedure in section 2.08 of this Ordinance.

c. The District reserves the right to require the employee to obtain a certificate showing his incapacity to work from a medical physician selected by the District, if the sickness extends beyond three (3) successive work days.

**SECTION 4.05 - VACATIONS  
SHIFT PERSONNEL**

Employees employed by the District shall be entitled to vacation as per the following schedule (not counting extra days during leap years):

Effective 11112013;	
Length of service	Vacation Days
1st year	(0001-0365 Days) 00
Shift Days per year	
2nd year and 3rd year	(0366-1095 Days) 03
Shift Days per year	
4th year thru 6th year	(1096-2190 Days) 06
Shift Days per year	
7th year thru 9th year	(2191-3285 Days) 09
Shift Days per year	

**SECTION 4.05 – VACATIONS  
SHIFT PERSONNEL**

A. Employees employed by the District shall be entitled to vacation as per the following schedule (not counting extra days during leap years):

Effective 1/1/2014:

**Length of service Vacation Days**

1st year (0001-0365 Days)	00 Shift Days per year
2nd year and 3rd year (0366-1095 Days)	03 Shift Days per year
4th year thru 6th year (1096-2190 Days)	06 Shift Days per year
7th year thru 9th year (2191-3285 Days)	09 Shift Days per year
10th year thru 14th year (3286-5110 Days)	12 Shift Days per year
15th year <del>and over</del> thru 19th year (5111-6935 Days <del>–&amp; after</del> )	15 Shift Days per year
20th year and over (6936 Days & over)	18 Shift Days per year

this Ordinance.

- c. The District reserves the right to require the employee to obtain a certificate showing his incapacity to work from a medical physician selected by the District, if the sickness extends beyond three (3) successive work days and/or with a third occurrence in a year.

6. An employee will be cashed out of unused sick days at the rate of \$250-125 per day, subject to the cap in 3. above where:

- a) He/she voluntarily leaves employment by reason of resignation and/or retirement, after having given at least 30 days written notice, and within said 30 day notice period, devotes his/her best efforts to the performance of duties, and attends work regularly.
- b) He/she is terminated by the District for reasons completely unrelated to his/her attendance, performance and/or conduct.

**SECTION 4.05 - VACATIONS  
SHIFT PERSONNEL**

Employees employed by the District shall be entitled to vacation as per the following schedule (not counting extra days during leap years):

Effective 1/1/~~2013~~2014  
**Length of service**

1 <sup>st</sup> year	<del>(0001-0365 Days)</del>
2 <sup>nd</sup> year <del>and 3<sup>rd</sup></del> thru 5 <sup>th</sup> year	<del>(0366-1095 Days)</del>
4 <sup>th</sup> - <del>6<sup>th</sup></del> year thru <del>6<sup>th</sup></del> -10 <sup>th</sup> year	<del>(1096-2190 Days)</del>
7 <sup>th</sup> - <del>11<sup>th</sup></del> year thru <del>9<sup>th</sup></del> -15 <sup>th</sup> year	<del>(2191-3285 Days)</del>
10 <sup>th</sup> - <del>16<sup>th</sup></del> year thru <del>14<sup>th</sup></del> -20 <sup>th</sup> year	<del>(3286-5110 Days)</del>

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<p>10th year thru 14th year (3286-5110 Days) 12 Shift Days per year</p> <p>15th year and over (5111 Days - &amp; after) 15 Shift Days per year</p> <p>Employees reaching the anniversary years of 20th, 25th, 30th, 35th &amp; 40th shall receive 3 additional vacations days in the anniversary's calendar year. This additional 3 days shall be picked at the completion of the shifts vacation picks. The employee shall have the option of picking the days as single picks if the vacation calendar allows.</p> <p>Upon the effective date of this ordinance all employees shall be grandfathered at their current vacation accrual amount up to 15 shift days per year. Vacations shall be determined based on eligibility during a calendar year. (Example: If an employee's start date is July 15, 2011 then he/she will receive 3 days vacation in 2012 because his/her anniversary date falls within that calendar year) All shift employees shall earn the vacation days for which they are eligible in anyone year on a pro-rata basis during that year. Vacation time shall be selected by shift employees and the posting of selections shall be during the months of October, November, and December of the current year, and will be posted on display for all employees by January 1 of each ensuing year. There shall be no accumulation of vacation time from year to year. Every shift employee shall be able to pick his vacation in three (3) day increments subject to the review and approval by the Fire Chief of the District, at his sole discretion.</p>	<p>Employees reaching the anniversary years of 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup> &amp; 40<sup>th</sup> shall receive 3 additional vacations days in the anniversary's calendar year. This additional 3 days shall be picked at the completion of the shifts vacation picks. The employee shall have the option of picking the days as single picks if the vacation calendar allows.</p> <p>Upon the effective date of this ordinance all employees shall be grandfathered at their current vacation accrual amount up to <del>15</del> 18 shift days per year.</p> <p>Vacations shall be determined based on eligibility during a calendar year.</p> <p>(Example: If an employee's start date is July 15, 2011 then he/she will receive 3 days of vacation in 2012 because his/her anniversary date falls within that calendar year)</p> <p>All shift employees shall earn the vacation days for which they are eligible in any one year on a pro-rata basis during that year. Vacation time shall be selected by shift employees and the posting of selections shall be during the months of October, November, and December of the current year, and will be posted on display for all employees by January 1 of each ensuing year.</p> <p>There shall be no accumulation of vacation time from year to year. Every shift employee shall be able to pick his vacation in three (3) day increments subject to the review and approval by the Fire Chief of the District, at his sole discretion. Employees with seniority shall receive preference. Seniority shall be determined according to date hired, or where such determination is impossible, seniority shall be determined by the draw method set forth in Section 2.07 of this Ordinance. Scheduled vacations may overlap through the fourth day of January in the following year. A shift employee may, upon approval of the District's Fire Chief, have the option of converting unused vacation days in three (3) day increments to sick days, but only if the employee has used all of his accumulated sick days.</p> <p><b>B. Definition:</b>  <b>Federal Day: a compensated scheduled work period adjustment</b></p>	<p>15<sup>th</sup>-<del>21<sup>st</sup></del> year and over <del>(5111 Days - &amp; after)</del></p> <p>Employees reaching the anniversary years of <del>20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup> &amp; 40<sup>th</sup></del> shall receive 3 additional vacations days in the anniversary's calendar year. This additional 3 days shall be picked at the completion of the shifts vacation picks. The employee shall have the option of picking the days as single picks if the vacation calendar allows.</p> <p>Upon the effective date of this ordinance all employees shall be grandfathered at their current vacation accrual amount up to 15 shift days per year.</p> <p>Vacations shall be determined based on eligibility during a calendar year.</p> <p>(Example: If an employee's start date is July 15, 2011 then he/she will receive 3 days vacation in 2012 because his/her anniversary date falls within that calendar year)</p> <p>All shift employees shall earn the vacation days for which they are eligible in any one year on a pro-rata basis during that year. Vacation time shall be selected by shift employees and the posting of selections shall be during the months of October, November, and December of the current year, and will be posted on display for all employees by January 1 of each ensuing year.</p> <p>There shall be no accumulation of vacation time from year to year. Every shift employee shall be able to pick his vacation in three (3) day increments subject to the review and approval by the Fire Chief of the District, <del>at his sole discretion</del>. Employees with seniority shall receive preference. Seniority shall be determined according to date hired, or where such determination is impossible, seniority shall be determined by the draw method set forth in Section 2.07 of this Ordinance. Scheduled vacations may overlap through the fourth day of January in the following year. A shift employee may, upon approval of the District's Fire Chief, have the option of converting unused vacation days in three (3) day increments to sick days, but only if the employee has used all of his accumulated sick days.</p>
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Employees with seniority shall receive preference. Seniority shall be determined according to date hired, or where such determination is impossible, seniority shall be determined by the draw method set forth in Section 2.07 of this Ordinance. Scheduled vacations may overlap through the fourth day of January in the following year. A shift employee may, upon approval of the District's Fire Chief, have the option of converting unused vacation days in three (3) day increments to sick days, but only if the employee has used all of his accumulated sick days. Each shift employee shall be entitled to four (4) Kelly days per calendar year. SuchnKelly days shall be scheduled by the District for each shift employee after the selection of vacation time by the shift employees. The District reserves the right to reduce Kelly days for all shift employees upon review of overtime expenses.

**ADMINISTRATIVE PERSONNEL**

Employees shall be entitled to vacation as per the following schedule (not counting extra days during leap years):  
Effective 11112013;

Length of service	Vacation Days
1 <sup>st</sup> year	(0-365 days) 00
Working Days per year	
2 <sup>nd</sup> year	(366-730 days) 05
Working Days per year	
3 <sup>rd</sup> year thru 5 <sup>th</sup> year	(731-1825 days) 10
Working Days per year	
6 <sup>th</sup> year thru 10 <sup>th</sup> year	(1826-3650) 15 Working Days per year

to reduce half time compensable hours applied to the FLSA work period. Federal days shall be scheduled for full twenty-four (24) hour periods with the intention of reducing overtime obligations during 240 hour work periods. These adjustments shall be compensated at the base hourly rate.

Each shift employee shall be entitled to ~~four~~ six (46) Kelly Federal days per calendar year. Such Kelly-Federal days shall be scheduled by the ~~District~~ shift Battalion Chief for each shift employee after the selection of vacation time by the shift employees. ~~The District reserves the right to reduce Kelly days for all shift employees upon review of overtime expenses.~~

**ADMINISTRATIVE PERSONNEL**

A. Employees shall be entitled to vacation as per the following schedule (not counting extra days during leap years):

**Length of service \_\_ Vacation Days \_\_**

1 <sup>st</sup> year (0-365 Days)	00 Working Days per year
2 <sup>nd</sup> year (366-730 Days)	05 Working Days per year
3 <sup>rd</sup> year thru 5 <sup>th</sup> year (731-1,825 Days)	10 Working Days per year
6 <sup>th</sup> year thru 10 <sup>th</sup> year (1,826-3,650 Days)	15 Working Days per year
11 <sup>th</sup> year thru 15 <sup>th</sup> year (3,651-5,475 Days)	20 Working Days per year
16 <sup>th</sup> year <del>and over</del> thru 18 <sup>th</sup> year (5,476-6,570 Days)	25 Working Days per year

~~Each shift employee shall be entitled to four (4) Kelly days per calendar year. Such Kelly days shall be scheduled by the District for each shift employee after the selection of vacation time by the shift employees. The District reserves the right to reduce Kelly days for all shift employees upon review of overtime expenses.~~

**ADMINISTRATIVE PERSONNEL**

Employees shall be entitled to vacation as per the following schedule (not counting extra days during leap years):  
Effective 1/1/20134;

**Length of service**

1 <sup>st</sup> year	<del>(0-365 Days)</del>
<del>2<sup>nd</sup> year</del>	<del>(366-730 Days)</del>
3 <sup>rd</sup> - <del>2<sup>nd</sup></del> year thru 5 <sup>th</sup> year	<del>(731-1,825 Days)</del>
6 <sup>th</sup> year thru 10 <sup>th</sup> year	<del>(1,826-3,650 Days)</del>
11 <sup>th</sup> year thru <del>15<sup>th</sup>-20<sup>th</sup></del> year	<del>(3,651-5,475 Days)</del>

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11th year thru 15th year (3651-5475) 20 Working Days per year  
 16th year and over (5,476-6,570 Days) 25 Working Days per year  
 Employees reaching the anniversary years of 20th, 25th, 30th, 35th & 40th shall receive 5 additional vacations days in the anniversary's calendar year. Vacations shall be determined based on eligibility during a calendar year. (example: If an employee's start date is July 15,2011 then he/she will receive 3 days vacation in 2012 because his/her anniversary date falls within that calendar year) All administrative employees shall earn the vacation days for which they are eligible in anyone year on a pro-rata basis during that year. Vacation time shall be selected by administrative employees upon at least two (2) weeks' advance written notice at the discretion of the supervising officer. An administrative employee covered by this contract may change their vacation selection(s) with the approval of the supervising officer. There shall be no accumulation of vacation time from year to year. Every administrative employee shall be able to pick his vacation in increments not to exceed ten (10) days, except that increments longer than ten (10) days shall be subject to the review and approval by the supervising officer, at his sole discretion. Employees with seniority shall receive preference and seniority shall be determined according to date hired, or where such determination is impossible, seniority shall be determined by the draw method set forth in Section 2.07 of this Ordinance. Scheduled

18th year and over (6,571 Days and over) 30 Working Days per year  
 Employees reaching the anniversary years of 20th, 25th, 30th, 35th & 40th shall receive 5 additional vacations days in the anniversary's calendar year.  
 Vacations shall be determined based on eligibility during a calendar year.  
 (Example: If an employee's start date is July 15, 2011 then he/she will receive 3 days of vacation in 2012 because his/her anniversary date falls within that calendar year)  
 All administrative employees shall earn the vacation days for which they are eligible in any one year on a pro-rata basis during that year.  
 Vacation time shall be selected by administrative employees upon at least two (2) weeks' advance written notice at the discretion of the supervising officer. An administrative employee covered by this contract may change their vacation selection(s) with the approval of the supervising officer.  
 There shall be no accumulation of vacation time from year to year. Every administrative employee shall be able to pick his vacation in increments not to exceed ten (10) days, except that increments longer than ten (10) days shall be subject to the review and approval by the supervising officer, at his sole discretion. Employees with seniority shall receive preference and seniority shall be determined according to date hired, or where such determination is impossible, seniority shall be determined by the draw method set forth in Section 2.07 of this Ordinance. Scheduled vacations may overlap through January in the following year.  
 An administrative employee may, upon approval of the Fire Chief, have the option of converting unused vacation days to sick days (day for day), but only if the employee has used all of his accumulated sick days.  
 B. Each administrative employee shall be entitled to ~~six~~ eight (68) noncumulative personal days each calendar year.

16<sup>th</sup>-~~21<sup>st</sup>~~ year and over ~~(5,476-6,570 Days)~~  
 Employees reaching the anniversary years of ~~20th, 25th, 30th, 35th & 40th~~ shall receive 5 additional vacations days in the anniversary's calendar year.  
Upon the effective date of this Ordinance, all Administrative employees shall be grandfathered at their current vacation accrual amount up to 25 Working Days per year.  
 Vacations shall be determined based on eligibility during a calendar year.  
 (example: If an employee's start date is July 15, 2011 then he/she will receive 3 days vacation in 2012 because his/her anniversary date falls within that calendar year)  
 All administrative employees shall earn the vacation days for which they are eligible in any one year on a pro-rata basis during that year.  
 Vacation time shall be selected by administrative employees upon at least two (2) weeks' advance written notice at the discretion of the supervising officer. An administrative employee covered by this contract may change their vacation selection(s) with the approval of the supervising officer.  
 There shall be no accumulation of vacation time from year to year. Every administrative employee shall be able to pick his vacation in increments not to exceed ten (10) days, except that increments longer than ten (10) days shall be subject to the review and approval by the supervising officer, at his sole discretion. Employees with seniority shall receive preference and seniority shall be determined according to date hired, or where such determination is impossible, seniority shall be determined by the draw method set forth in Section 2.07 of this Ordinance. Scheduled vacations may overlap through January in the following year.  
 An administrative employee may, upon approval of the Fire Chief, have the option of converting unused vacation days to sick days (day for day), but only if the employee has used all of his accumulated sick days.  
 Each administrative employee shall be entitled to convert up to

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vacations may overlap through January in the following year. An administrative employee may, upon approval of the Fire Chief, have the option of converting unused vacation days to sick days (day for day), but only if the employee has used all of his accumulated sick days. Each administrative employee shall be entitled to six (6) noncumulative personal days each calendar year.

**(Continued below)**

~~three (3) sick days for use as to six (6)~~ noncumulative personal days each calendar year.

**(Continued Below)**

**SECTION 5.00 – CONDITIONS OF ORDINANCE**

**SECTION 5.00 – CONDITIONS OF ORDINANCE**

**SECTION 5.00 – CONDITIONS OF ORDINANCE**

**SECTION 5.02 - PERIOD OF THE ORDINANCE**

This Collectively Bargained Agreement shall take effect as

**SECTION 5.02 – PERIOD OF THE ORDINANCE**

This Collectively Bargained Agreement shall take effect as

**SECTION 5.02 - PERIOD OF THE ORDINANCE**

This Collectively Bargained Agreement shall take effect as of January 1, ~~2011~~2014, and shall continue in full

<p>of January 1, 2011, and shall continue in full force and effect for a period of approximately three (3) years to and including December 31, 2013. Should a single significant issue arise that one or both parties believe warrants the reopening of the agreement, the agreement may be reopened for re-negotiation of specific items, on such terms, as long as both parties in writing give forty-five (45) days' notice. This Agreement shall remain in effect during good faith negotiations and shall continue to remain in full force and effect until such time as a new Agreement is agreed upon.</p>	<p>of January 1, <del>2011</del>2014, and shall continue in full force and effect for a period of approximately three (3) years to and including December 31, <del>2013</del>2015. Should a single significant issue arise that one or both parties believe warrants the reopening of the agreement, the agreement may be reopened for re-negotiation of specific items , on such terms, as long as both parties <b>give their consent</b> in writing <b>give with</b> forty-five (45) days' notice. This Agreement shall remain in effect during good faith negotiations and shall continue to remain in full force and effect until such time as a new Agreement is agreed upon.</p>	<p>force and effect for a period of approximately three (3) years to and including December 31, <del>2013</del>2016. Should a single significant issue arise that one or both parties believe warrants the reopening of the agreement, the agreement may be reopened for re-negotiation of specific items , on such terms, as long as both parties in writing give forty-five (45) days' notice. <del>This Agreement shall remain in effect during good faith negotiations and shall continue to remain in full force and effect until such time as a new Agreement is agreed upon.</del></p>
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