

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES



The Board of Trustees has approved the following document for dissemination to the membership of the Shawnee Heights Fire District. This is a perpetual document and will remain in effect until such time as the Board of Trustees approves changes. As changes are made, those changes will be reflected by appropriate revision dates.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

INDEX

REVISED 11-20-2008

| | | <u>PAGE</u> | <u>LAST REVISED</u> |
|-------------|---|-------------|---------------------|
| SECTION 1.0 | <u>GENERAL INFORMATION</u> ----- | | 11-20-2008 |
| 1.1 | GENDER REFERENCE | 1-1 | |
| 1.2 | DEFINITIONS..... | 1-1 | |
| 1.3 | AT-WILL EMPLOYMENT | 1-2 | |
| 1.4 | EMPLOYEE POLICY AND BENEFIT GUIDELINES | 1-2 | |
| 1.5 | PROFESSIONAL ETHICS | 1-2 | |
| 1.6 | CONFLICT OF INTEREST | 1-2 | |
| 1.7 | OUTSIDE EMPLOYMENT | 1-3 | |
| 1.8 | PERSONAL BUSINESS..... | 1-3 | |
| 1.9 | DRUG POLICY | 1-3 | |
| 1.10 | WORKPLACE VIOLENCE PREVENTION PROGRAM..... | 1-3 | |
| 1.11 | SEXUAL HARASSMENT POLICY | 1-4 | |
| 1.12 | TELECOMMUNICATIONS POLICY | 1-4 | |
| 1.13 | EMAIL ACCOUNTS | 1-4 | |
| SECTION 2.0 | <u>BENEFITS</u> ----- | | 11-20-2008 |
| 2.1 | HEALTH INSURANCE | 2-1 | |
| 2.2 | VISION CARE | 2-1 | |
| 2.3 | LIFE INSURANCE | 2-1 | |
| 2.4 | FIREFIGHTER'S RELIEF LIFE INSURANCE | 2-1 | |
| 2.5 | EMPLOYEE ASSISTANCE PROGRAM..... | 2-1 | |
| 2.6 | WORKMAN'S COMPENSATION | 2-1 | |
| 2.7 | RETIREMENT | 2-1 | |
| 2.8 | SOCIAL SECURITY | 2-1 | |
| 2.9 | VACATION LEAVE | 2-2 | |
| 2.10 | VACATION PICKS | 2-2 | |
| 2.11 | KELLY DAYS | 2-3 | |
| 2.12 | SICK LEAVE | 2-3 | |
| 2.13 | HOLIDAY BENEFIT | 2-4 | |
| 2.14 | FUNERAL LEAVE | 2-4 | |
| 2.15 | JURY DUTY | 2-5 | |
| 2.16 | EDUCATION | 2-5 | |
| 2.17 | MILITARY SERVICE DIFFERENTIAL..... | 2-6 | |
| 2.18 | UNIFORMS | 2-7 | |
| SECTION 3.0 | <u>WAGES, INCENTIVES AND REIMBURSEMENTS</u> ----- | | 11-20-2008 |
| 3.1 | GENERAL | 3-1 | |
| 3.2 | PAY MATRIX..... | 3-1 | |
| 3.3 | WAGE CALCULATIONS | 3-2 | |
| 3.4 | WAGE REVIEWS..... | 3-3 | |
| 3.5 | INCENTIVES..... | 3-3 | |
| 3.6 | REIMBURSEMENTS..... | 3-3 | |

Index - 1

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

INDEX

REVISED 11-20-2008

| | | |
|-------------|---|------------|
| SECTION 4.0 | <u>FAMILY AND MEDICAL LEAVE ACT</u> ----- | 11-20-2008 |
| 4.1 | GENERAL | 4-1 |
| 4.2 | ELIGIBILITY | 4-1 |
| 4.3 | QUALIFYING EVENTS | 4-1 |
| 4.4 | DOCUMENTATION OF QUALIFYING EVENT | 4-1 |
| 4.5 | REQUESTING LEAVE | 4-2 |
| 4.6 | PAID TIME OFF DURING LEAVE | 4-3 |
| 4.7 | BENEFITS DURING LEAVE | 4-3 |
| 4.8 | RETURN TO WORK | 4-3 |
| SECTION 5.0 | <u>EMPLOYEE ACKNOWLEDGEMENT</u> ----- | 11-20-2008 |



SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

REVISED 11-20-2008

Section 1.0 General Information

1.1. GENDER REFERENCE

- 1.1.1. Be it understood that any reference(s), in this document such as he, her, she, firefighter, officer etc. bear no reference to gender or sex, but are used only to maintain this document in an understandable and clear format.

1.2. DEFINITIONS

- 1.2.1. FULL-TIME PERSONNEL: Those individuals who are employed on a regularly scheduled full time basis.
- 1.2.2. PART-TIME PERSONNEL: Those individuals who are employed to respond on an on-call basis to alarms and training sessions issued or conducted by the District.
- 1.2.3. RELIEF DUTY: That time in which any qualified employee replaces a full-time employee during his or her absence.
- 1.2.4. RELIEF PERSONNEL: Those individuals who are Part-Time Personnel that assist in covering regularly scheduled full time shifts. These individuals will also be qualified to provide station coverage during incident alarms and work 8-hour Shifts
- 1.2.5. STANDBY DUTY: That time in which an employee whether full-time or part-time performs work for the department at the direction of the Chief for other than a call to an alarm or relief duty.
- 1.2.6. DISTRICT: The term District used in this document shall make reference and have the same meaning as Shawnee Heights Fire District.
- 1.2.7. WORK DAYS
 - 1.2.7.1. 24-hour Shift Personnel are assigned to a 24 hour shift schedule (1 day equals one shift of 24 hours, 0700 hours to 0700 hours the next day)
 - 1.2.7.2. 8-hour Shift Personnel are assigned to a 8 hour shift schedule (1 day equals 8 hours, e.g., 0700 hours to 1500 hours the same day)
 - 1.2.7.3. Flex Hours are available for hourly Administrative Personnel, and will be permitted at the discretion of the Fire Chief.
- 1.2.8. PAY PERIOD: The District recognizes a 28-day pay period for the purpose of scheduling staff work hours and leave, and is used to calculate overtime and accruals. Each pay period starts on a Monday at 0700 hours, runs for twenty-eight (28) consecutive 24-hour days, ending on a Monday at 0700 hours.
- 1.2.9. SPECIAL LEAVE: Refers to the assignment of personnel to attend an event that falls during their scheduled shift (e.g. an "A" Shift staff member attends an educational program 0800-1700 on "A" Shift and their duties are covered by a 8-hour Shift or Relief worker.)
- 1.2.10. SPECIAL DETAIL: Refers to the assignment of personnel from their regular duty assignment (e.g. 24-hour shift) to a different duty assignment (e.g. 8-hour shift), usually done to accommodate an educational event.

Section 1 - 1

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 1.0 GENERAL INFORMATION

REVISED 11-20-2008

1.3. AT-WILL EMPLOYEMENT

- 1.3.1. The Shawnee Heights Fire District employs its employees on an at-will basis. Employees may resign at any time without advance notice or cause. Likewise, the Shawnee Heights Fire District may discharge any employee at any time with or without advance notice and with or without cause. Except in specific instances where the Board of Trustees of the Shawnee Heights Fire District signs a specific written agreement with an employee, no other representative of Shawnee Heights Fire District has any authority to agree to employ an employee for any specific time period or on any basis other than at will.
- 1.3.2. The Shawnee Heights Fire District may modify any terms and conditions pursuant to which it employs its employees (such as compensation, benefits, title, duties, and discipline) with or without notice or with or without cause.
- 1.3.3. This at-will employment policy is applicable to any and all employees of Shawnee Heights Fire District.

1.4. EMPLOYEE POLICY AND BENEFIT GUIDELINES

- 1.4.1. The information contained in this document, *Employee Policy and Benefit Guidelines*, is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice.

1.5. PROFESSIONAL ETHICS

- 1.5.1. The employees of the Shawnee Heights Fire District are public safety employees who must at all times retain the utmost respect and trust of the public which they serve. If an employee of the Shawnee Heights Fire District is involved in a personal incident in which law enforcement officials are involved in any capacity, the employee must immediately notify the Fire Chief at the next available opportunity, and provide a detailed explanation of the events surrounding the incident. At the sole discretion of the Fire Chief, the employee may be placed on leave (either paid or unpaid) during any pending investigation into the incident and/or any potential criminal charges stemming there from. If an employee is convicted of any criminal charges or the allegations of misconduct are confirmed by the Fire District, the Fire District may take whatever corrective action, up to and including termination, which the Fire Chief believes appropriate under the circumstances. However, nothing contained within this policy is intended to alter the employment-at-will status of any employee, nor is this policy intended to afford an employee any greater rights and or privileges of employment than any other at-will employee

1.6. CONFLICT OF INTEREST

- 1.6.1. All District employees shall not engage in any activity, employment, business, professional work, or enterprise which would adversely affect the performance of official or assigned duties, independence of judgment, or any other function or responsibility of employment. This rule shall apply to an employee's personal activities, including but not limited to: outside employment, investments, property holdings, and alternate sources of income. The employee shall not accept payment, gifts, or favors in exchange for actions or inaction in an inspection or regulatory function, disclosure of confidential information, or granting of improper favors, services, or promises.

Section 1 - 2

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 1.0 GENERAL INFORMATION

REVISED 11-20-2008

- 1.6.2. The employee shall report all investment and management interests in business entities, which sell or contract with the District, or may sell or contract to provide goods or services to the District in the future.
- 1.6.3. The employee shall report all business positions in business entities that provide, manufacture or supply equipment, supplies, material, services or machinery of the type utilized by the District.

1.7. OUTSIDE EMPLOYMENT

- 1.7.1. Outside employment occurs when a full-time District employee holds a second job with another employer.
- 1.7.2. Outside employment by a full-time employee is permitted only when such outside employment, activity, business position, or enterprise:
 - 1.7.2.1. Is considered secondary to service with the District;
 - 1.7.2.2. Does not interfere with the performance of duties for the District;
 - 1.7.2.3. No legal, financial or ethical conflict of interest or of the appearance of a conflict of interest results; and
 - 1.7.2.4. An *Off-Duty Employment* form is filled out and approved by the Fire Chief.

1.8. PERSONAL BUSINESS

- 1.8.1. Conducting activities associated with an outside business or supplemental employment while on duty shall be prohibited. Additionally, personal activities (like family issues, social interests, etc.) shall be limited as to not affect department activities and responsibilities.

1.9. DRUG POLICY

- 1.9.1. The Shawnee Heights Fire District is committed to providing a drug-free work place. The use, possession, sale or distribution of illegal drugs or drug paraphernalia, or the improper or abusive use of legal drugs, alcohol, or other intoxicating substances while on District property or other work locations during working hours is strictly prohibited.
- 1.9.2. Mandatory drug testing will be implemented for:
 - 1.9.2.1. New applicants for employment;
 - 1.9.2.2. Employees suspected of substance abuse;
 - 1.9.2.3. Employees in safety sensitive positions will be subject to random testing; and
 - 1.9.2.4. All employees involved in an accident while responding to an incident, and any employee driving a District vehicle involved in an accident while returning from an incident.

1.10. WORKPLACE VIOLENCE PREVENTION PROGRAM

- 1.10.1. The Shawnee Heights Fire District is committed to promoting a safe and secure work environment. We are committed to providing a working environment free from any types of prohibited behaviors. A signed copy of the *Workplace Violence Prevention Policy* will be maintained in the employee's personnel file.

Section 1 - 3

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 1.0 GENERAL INFORMATION

REVISED 11-20-2008

1.11. SEXUAL HARASSMENT POLICY

1.11.1. The Shawnee Heights Fire District is committed to promoting a work environment free of unlawful discrimination for all employees. A signed copy of the *Sexual Harassment Policy* will be maintained in the employee's personnel file.

1.12. TELECOMMUNICATIONS POLICY

1.12.1. All telecommunications hardware, software, data and/or information are the property of the District. The District reserves the right to retrieve, read, distribute, duplicate, delete, recover, or otherwise utilize the contents of any data, voice mail, or electronic mail generated or stored on District-owned or leased computers. The Fire Chief, or designee, shall have unrestricted access to all telecommunications devices without prior notification or approval. A signed copy of the *Telecommunications Policy* will be maintained in the employee's personnel file.

1.13. EMAIL ACCOUNTS

1.13.1. Email remains a main form of communication for the District, and there are plans to expand its utilization. All members are encouraged to establish and maintain email accounts so that receipt of correspondence remains timely. This includes not exceeding your folder size – which could reject the emails receipt, and also checking your accounts frequently.

1.13.2. All full-time members will be required to maintain their email accounts in such a manner to avoid exceeding quota limits that would delay or prohibit the receipt of email communication. Emails sent requesting a read receipt must be acknowledged – returning a reply to the sender.

This Section of the Employee Policy and Benefit Guidelines has been approved through Board action taken during the monthly Board Of Trustees meeting held on November 20, 2008.

Section 1 - 4

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.



SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

REVISED 11-20-2008

Section 2.0 Benefits

2.1. HEALTH INSURANCE

2.1.1. The District will provide health insurance including a dental rider at no cost to all full-time employees.

2.2. VISION CARE

2.2.1. Each full-time employee, upon providing paid receipts, shall be reimbursed up to a maximum of \$350 per year (Jan 1 thru Dec 31) per family for vision care.

2.3. LIFE INSURANCE

2.3.1. Full cost of a \$10,000 life insurance policy on all full-time employees will be paid by the District.

2.4. FIREFIGHTER'S RELIEF LIFE INSURANCE PREMIUM

2.4.1. The Fire District will pay 40% of the total Shawnee Heights Fire District Firefighter's Relief Association annual life insurance premium.

2.5. EMPLOYEE ASSISTANCE PROGRAM

2.5.1. All employees and their immediate family members who reside with them are eligible to participate in the District's Employee Assistance Program at no cost to the member.

2.6. WORKMAN'S COMPENSATION INSURANCE

2.6.1. The District will carry a standard workers compensation insurance policy on all employees.

2.7. RETIREMENT

2.7.1. The District will participate in the Kansas Police & Fire (K. P. & F.) Retirement System administered by the Kansas Public Employees Retirement System and make contributions as set by the system for all full-time employees.

2.7.2. The District will provide a voluntary 457K Deferred Compensation plan for all full-time employees.

2.8. SOCIAL SECURITY

2.8.1. The District will make contributions to the Social Security System as set by the Federal Government for all employees.

Section 2 - 1

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 2.0 BENEFITS

REVISED 11-20-2008

2.9. VACATION LEAVE

2.9.1. Vacation leave is provided to all full-time employees and may be used at the employee's discretion, subject to prior approval of the Chief and on a first come first serve basis. Vacation leave shall be earned according to the following schedule.

| <u>Years of Employment</u> | <u>24-Hour Shift Personnel</u> | <u>8-Hour Shift/Administrative Personnel</u> |
|----------------------------|--------------------------------|--|
| 1 to 5 | 144 hours annually | 80 hours annually |
| 6 to 10 | 168 hours annually | 104 hours annually |
| 11 to 15 | 216 hours annually | 128 hours annually |
| 16 to 20 | 264 hours annually | 160 hours annually |
| 21 to 25 | 312 hours annually | |
| 26 to 30 | 360 hours annually | |

2.9.2. Employees shall accrue (and be able to use) their vacation in accordance with their annual accrual rate (number of hours allowed according to the employee's years of employment) divided by the number of annual pay periods (13), e.g. a 24-hour shift employee with 3 years of service earns 144 hours annually and will accrue 11.077 hours of vacation leave each pay period ($144 / 13 = 11.077$).

2.9.3. Once an employee has used all vacation leave credited to him, there will be no further benefit until such employee has earned additional time.

2.9.4. Employees may accrue vacation hours up to a maximum of 432 hours for 24-hour shift personnel, and 160 hours for 8-hour personnel. Once the vacation maximum has been reached, no further vacation hours will accrue until existing accrued hours are reduced below the maximum limit.

2.9.5. An employee will be paid for any unused vacation leave upon termination.

2.9.6. Each employee shall be provided an accounting of his vacation leave monthly.

2.10. VACATION PICKS

2.10.1. Vacation picks shall be submitted by January 10th the start of each calendar year for all full-time members according to the following guidelines:

2.10.1.1. First Pick – members should submit their first choice for vacation days (First Pick) during the upcoming calendar year. The First Pick shall be for a **single group of consecutive shift dates** that personnel are requesting off. Example, A Christmas vacation First Pick for a Shift might consist of 12/25, 12/27, 12/29, providing a 13 day vacation over the Christmas and New Year holiday.

2.10.1.2. Second Pick – members may also submit their second choice for vacation days during the upcoming calendar year. The Second Pick shall also be for a **single group of consecutive shift dates, or a single requested shift date** that personnel are requesting off.

2.10.1.3. Third/Fourth/Etc. Picks – members are encouraged to submit any/all of their vacation requests to insure days requested are secured.

Section 2 - 2

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 2.0 BENEFITS

REVISED 11-20-2008

- 2.10.1.4. Full-time staff rank order will be utilized to determine ranking in the event of identical requests.
- 2.10.2. Leave Request forms shall be utilized when submitting vacation picks. Note the priority order by writing FIRST PICK, SECOND PICK, etc. on the forms and submit all forms together.
NOTE: Battalion Chiefs are not to schedule relief coverage or approve these requests.

2.11. KELLY DAYS

- 2.11.1. All full-time members will be included in the following Kelly Day program:
 - 2.11.1.1. Personnel that are scheduled to work ten (10) 24-hour shifts in a 28 day pay period will be provided a Kelly Day (day off) for one of their 24-hour shifts.
 - 2.11.1.2. Leave requests for taking a Kelly Day must be submitted by the 25th of the preceding month, if not – management will assign the leave.
 - 2.11.1.3. Personnel may request which day they desire to take off, provided the day is taken during the pay period and falls during the week (Monday – Friday). The request for the Kelly Day must be submitted on the approved *Leave Request form*.
 - 2.11.1.4. Requested leave for a Kelly Day may be taken as full-shift (24 hours) or half-shift (12 hours) only.
 - 2.11.1.5. Time off during a Kelly Day will not count towards accumulated overtime hours during the pay period.

2.12. SICK LEAVE

- 2.12.1. Each full-time 24-hour employee shall accrue sick leave at a rate of 12 hours per pay period not to exceed 156 hours annual. Each full-time 8-hour employee shall accrue sick leave at a rate of 8 hours per month.
- 2.12.2. Sick leave may be used for an employee illness or for the illness of an employee's immediate family (spouse or sibling living in the same residence). Absences not due to an illness of an employee or their immediate family may result in disciplinary action.
- 2.12.3. The term illness in this document shall be inclusive to mean: any infliction that renders an individual incapacitated to the point that they are unable to effectively perform their assigned duties.
- 2.12.4. When an employee is absent due to an illness, the total amount of hours absent will be deducted from any accumulated credits. If an employee is absent due to an illness in excess of the amount covered by this benefit he may then use any accumulated vacation credits. Beyond this point there will be no further benefit and no wages will be earned or paid until such time as he returns to work.
- 2.12.5. A doctor's statement that the employee is able to return to work may be required prior to the employee returning to work following an illness.
- 2.12.6. Pregnancy is considered an illness.
- 2.12.7. Employees may accrue and carry over sick hours at a maximum of 1440 hours for 24-hour shift personnel, and 1040 hours for 8-hour personnel.
- 2.12.8. No payment will be made for sick leave accruals upon termination of employment.
- 2.12.9. Each full time employee shall be provided an accounting of his sick leave monthly.

Section 2 - 3

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 2.0 BENEFITS

REVISED 11-20-2008

2.13. HOLIDAY BENEFIT

2.13.1. The following days are recognized as official holidays for the department.

- New Years Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

2.13.2. All personnel who are actually on duty during recognized holidays will receive in addition to their normal pay an amount equal to 1/2 their normal regular hourly pay rate for each hour they are on duty during that day.

2.13.3. Personnel responding to alarms during recognized holidays, who are not on duty, will receive in addition to their normal pay an amount equal to 1/2 their normal regular pay rate for each hour of the alarm.

2.13.4. Calculations for Holiday Benefits start at 0700 the Shift-Day of the declared holiday and end at 0700 the following day.

2.14. FUNERAL LEAVE

2.14.1. Full time 24-hour shift personnel shall receive two of their scheduled 24-hour shifts off for the funeral of an approved family member.

2.14.2. Full time 8-hour shift or administrative personnel shall receive three scheduled days off for the funeral of an approved family member.

2.14.3. Approved families include: mother, father, brother, sister, spouse, child, grandfather, grandmother, mother-in-law, father-in-law, brother or sister-in-laws, and shall include any step parents, step siblings, and half-siblings.

Section 2 - 4

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 2.0 BENEFITS

REVISED 11-20-2008

2.15. JURY DUTY

- 2.15.1. Full time employees shall be allowed pay for necessary scheduled time absent due to jury duty. Payment for such absent time shall be only for hours during jury selection or while on a jury, plus a reasonable allowance for travel time.
- 2.15.2. The employee will be required to work prior to (allowing for travel time) and complete the balance of their shift to qualify for this benefit.
- 2.15.3. All payments received by an employee for jury duty during his regularly scheduled work period, less travel expense, shall be deducted from his pay. All pay and expense records received by employee for jury duty shall be provided to the department before this benefit is extended.

2.16. EDUCATIONAL

- 2.16.1. The District recognizes the following tiered structure for approving and compensating personnel when participating in educational forums.

- 2.16.1.1. **Tier-One Education** includes classes/conferences/workshops that are mandated by the District and approved by the Chief. Expenses will be compensated as follows:

- Course Tuition 100% including course materials
- Travel 100%
- Lodging 100%
- Meals \$30.00 daily stipend for out of town events that extend over multiple days, or \$10.00 daily stipend for out of town single day events.
- Wages 100% reimbursement as defined in 3.6

- 2.16.1.2. **Tier-Two Education** includes classes/conferences/workshops that are deemed beneficial, but not mandatory to the District and approved by the Chief. Expenses will be compensated as follows:

- Course Tuition 100% including course materials
- Travel 100% mileage for local or regional travel only
- Lodging 0%
- Meals 0%
- Wages 0% - Special Leave may be requested

Section 2 - 5

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 2.0 BENEFITS

REVISED 11-20-2008

- 2.16.1.3. **Tier-Three Education** includes classes/conferences/workshops that are not mandatory and are deemed not beneficial/essential to the District. Expenses will be compensated as follows:
- Course Tuition 0%
 - Travel 0%
 - Lodging 0%
 - Meals 0%
 - Wages 0%
- 2.16.1.4. **Tier-Four Education** includes only EMT courses. All new hires are required to hold a Kansas State EMT certificate to complete their probation. The District will assist personnel to achieve this certification by paying for the cost of the course, training materials, and certification and testing fees. As this certification is part of their conditional hire, all other costs including wages, travel, lodging, and meals will not be compensated.
- 2.16.2. The District will compensate an employee only for the initial enrollment in an approved educational program; any costs associated with repeating a program, including, tuition, testing fees, travel, lodging, meals and any wage costs will be the participant's responsibility.
- 2.16.3. EDUCATIONAL INCENTIVE
- 2.16.3.1. Educational incentives are calculated into the District's rank structure. Employees desiring to improve their earning potential are encouraged to complete the appropriate coursework allowing advancement through that established structure.
- 2.17. MILITARY SERVICE DIFFERENTIAL
- 2.17.1. Full time personnel who participate in the Reserve Forces shall be afforded the following consideration.
- 2.17.1.1. While serving under official government orders, what is commonly referred to as annual training (for up to a maximum of 17 consecutive days per year) all full time personnel shall suffer no loss in wages. To insure the employee receives compensation equal to what he would have made had he not been absent, the following formula will be used: Normal SHFD Pay – Military Pay = Differential Pay.
- 2.17.1.2. Military Pay will be derived from his pay voucher.
- 2.17.1.3. If the employee derives more wages from the military than he would normally have made had he not been absent, then the department will make no payment other than actual wages earned during the pay period.
- 2.17.1.4. To receive this benefit the employee must furnish a copy of his orders and pay voucher to the department within 30 days of return.
- 2.17.1.5. If the employee uses his vacation to attend training, he will be paid the same as any other employee while on vacation.

Section 2 - 6

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 2.0 BENEFITS

REVISED 11-20-2008

2.18. UNIFORMS

2.18.1. The District recognizes the following uniform classes:

- 2.18.1.1. Class "A" Uniform – This is the dress uniform that will be worn during all ceremonial events (i.e. funerals, formal banquets, dignitary events, etc.), or such other times as directed by the Chief.
 - Uniform shirt, short sleeved – Elbeco Paragon Plus (white or light blue - rank appropriate) including appropriate patches, badge, name tag, and collar brass
 - Uniform trousers – Elbeco Paragon Plus (black with white shirt, navy with light blue shirt)
 - Black uniform belt (gold buckle with white shirts, silver buckle with light blue shirts)
 - Black dress shoes
 - Black socks
- 2.18.1.2. Class "B" Uniform – This is the station uniform that will be worn during; inspections, public education events, tours, educational events, and may be worn on duty days.
 - Polo shirt, short sleeved – gray or white rank specific
 - Black duty trousers – Elbeco Paragon Plus or 5.11 Tactical Pants
 - Black duty belt
 - Black foot-ware w/black socks
- 2.18.1.3. Class "C" Uniform – This is the duty uniform that may be worn around the station and during calls instead of the Class "B" Uniform
 - Short-sleeved t-shirt – blue or gray
 - Black duty trousers – Elbeco Paragon Plus or 5.11 Tactical Pants
 - Black duty shorts – 5.11 Tactical Shorts
 - Black duty belt
 - Black shoes w/black socks (white or gray socks may be substituted when wearing shorts)
 - Sweatshirt – blue or gray
- 2.18.1.4. The following jackets are approved for use with Class "A", "B", and "C" Uniforms:
 - Black winter jacket – 5.11 Tactical 4-in-1 Duty Jacket
 - Black spring/fall jacket – 5.11 Response Jacket

Section 2 - 7

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 2.0 BENEFITS

REVISED 11-20-2008

2.18.2. All Full-Time Firefighter Employees will be provided the following upon hire:

- One (1) Class "A" short sleeved uniform shirt
- One (1) pair Class "A" uniform trousers
- Three (3) short sleeved polo shirts
- Three (3) T-shirts
- Three (3) pair duty trousers
- Three (3) pair duty shorts
- Two (2) sweatshirts
- One (1) winter duty jacket
- One (1) spring/fall response jacket
- One (1) black duty belt
- One (1) shirt badge of appropriate rank
- One (1) pair collar brass of appropriate rank
- One (1) name tag
- Black footwear, officers' choice (per year [Jan 1-Dec 31]) – (\$100 maximum; receipt must be provided for reimbursement)

2.18.3. All Part-Time Firefighter Employees will be provided the following upon hire:

- One (1) Class "A" short sleeved uniform shirt
- One (1) pair Class "A" uniform trousers
- One (1) shirt badge
- One (1) pair collar brass if rank appropriate
- One (1) name tag

2.18.4. All Relief Workers will also be provided the following upon meeting the qualifications and agreeing to work relief shifts:

- Two (2) T-shirts
- Two (2) pair duty trousers
- One (1) pair duty shorts
- One (1) sweatshirts
- One (1) winter duty jacket
- One (1) spring/fall response jacket
- One (1) black duty belt
- Black footwear, officers' choice (per year [Jan 1-Dec 31]) – (\$125 maximum; receipt must be provided for reimbursement)

2.18.5. The District will replace any item above (other than footwear) which is deemed damaged beyond repair by management. All items above will be returned to the District upon termination of employment.

This Section of the Employee Policy and Benefit Guidelines has been approved through Board action taken during the monthly BOT meeting held on November 20, 2008.

Section 2 - 8

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.



SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

REVISED 11-20-2008

Section 3.0 Wages, Incentives and Reimbursements

3.1. GENERAL

3.1.1. Advancement of entry-level personnel shall be according to the schedule outlined in this chapter. Eligibility for advancement shall be subject to the successful completion of required educational courses along with satisfactory service and professional progress as determined by the Fire Chief. All promotions are subject to approval by the Board of Trustees. The schedule below serves as a guideline and deviation may be made from it as deemed appropriate for the individual employee by the Fire Chief with the approval of the Board of Trustees. Final salaries may vary with periodic adjustments of hourly rates.

3.2. PAY MATRIX

3.2.1. The following pay matrix will be used to determine an employee's hourly pay rate. Pay is based on an employee's rank (Grade), and their experience and qualifications for the achieved rank (Steps).

| Steps | Grade | | | | | | |
|-------|-------------|----------|--------|------------|---------|-----------------|--------------|
| | Firefighter | Engineer | Relief | Lieutenant | Captain | Battalion Chief | Deputy Chief |
| 1 | 10.00 | 10.50 | 11.00 | 12.30 | 13.80 | 15.30 | 16.30 |
| 2 | 10.25 | 10.75 | 11.25 | 12.45 | 13.90 | 15.40 | 16.40 |
| 3 | 10.50 | 11.00 | 11.50 | 12.60 | 14.00 | 15.50 | 16.50 |
| 4 | 10.75 | 11.25 | 11.75 | 12.75 | 14.10 | 15.60 | 16.60 |
| 5 | 11.00 | 11.50 | 12.00 | 12.90 | 14.20 | 15.70 | 16.70 |
| 6 | 11.10 | 11.60 | 12.10 | 13.00 | 14.30 | 15.80 | 16.80 |
| 7 | 11.20 | 11.70 | 12.20 | 13.10 | 14.40 | 15.90 | 16.90 |
| 8 | 11.30 | 11.80 | 12.30 | 13.20 | 14.50 | 16.00 | 17.00 |
| 9 | 11.40 | 11.90 | 12.40 | 13.30 | 14.60 | 16.10 | 17.10 |
| 10 | 11.50 | 12.00 | 12.50 | 13.40 | 14.70 | 16.20 | 17.20 |
| 11 | 11.60 | 12.10 | 12.60 | 13.50 | 14.80 | 16.30 | 17.30 |
| 12 | 11.70 | 12.20 | 12.70 | 13.60 | 14.90 | 16.40 | 17.40 |
| 13 | 11.80 | 12.30 | 12.80 | 13.70 | 15.00 | 16.50 | 17.50 |
| 14 | 11.90 | 12.40 | 12.90 | 13.80 | 15.10 | 16.60 | 17.60 |
| 15 | 12.00 | 12.50 | 13.00 | 13.90 | 15.20 | 16.70 | 17.70 |
| 16 | 12.10 | 12.60 | 13.10 | 14.00 | 15.30 | 16.80 | 17.80 |
| 17 | 12.20 | 12.70 | 13.20 | 14.10 | 15.40 | 16.90 | 17.90 |
| 18 | 12.30 | 12.80 | 13.30 | 14.20 | 15.50 | 17.00 | 18.00 |
| 19 | 12.40 | 12.90 | 13.40 | 14.30 | 15.60 | 17.10 | 18.10 |
| 20 | 12.50 | 13.00 | 13.50 | 14.40 | 15.70 | 17.20 | 18.20 |

3.2.2. Pay rates are based on a 24-hour shift schedule, and will be adjusted using the calculation of (wage * 1.35) to determine a comparable 8-hour shift pay rate, if applicable.

Section 3 - 1

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT
EMPLOYEE POLICY AND BENEFIT GUIDELINES
SECTION 3.0 WAGES, INCENTIVES AND REIMBURSEMENTS
REVISED 11-20-2008

3.3. WAGE CALCULATIONS

- 3.3.1. Wages are calculated each 28 days. A partial check for the pay period will be issued to all full-time employees on the 4th Friday following the start of the pay period and will be calculated at 108 hrs for 24-hour employees and 80 hours for 8-hour employees. Checks issued on the 2nd Friday following the end of the pay period will be for the balance due the full-time employees and any pay due part-time employees for the entire 28 day period.
- 3.3.2. Overtime calculations
- 3.3.2.1. For 24-hour Shift Personnel, all hours worked in excess of 212 hours in each 28-day pay period will be paid at 1½ times the regular hourly rate.
- 3.3.2.2. For 8-hour Shift Personnel, all hours worked in excess of 212 hours in each 28-day pay period will be paid at 1½ times the regular hourly rate.
- 3.3.2.3. For 8-hour Administrative Personnel, all hours worked in excess of 40 hours in a 7-day week will be paid at 1½ times the regular hourly rate.
- 3.3.3. Hours off duty for Vacation Leave and Sick Leave will count as hours worked when calculating total hours worked in a pay period.
- 3.3.4. Personnel responding to an incident, while not on-duty, shall be compensated 1 hour pay for any part of the initial hour. Following the 1st initial hour, personnel will be compensated for each additional ¼ hour worked.
- 3.3.5. Personnel that participate in educational programs that have been approved for wage reimbursement will be compensated as follows:
- 3.3.5.1. **Programs while staff members are assigned to be on-duty** – Once approved, the staff member will be granted special leave and allowed to attend the program. When the program concludes for the day, the staff member is expected to return to their duty station and complete their shift. No additional compensation will be provided in addition to their normal pay.
- 3.3.5.2. **Programs while staff members are off-duty** – Once approved, the staff member will be placed on special detail to attend the program. Local programs (less than 30 miles away) personnel will be compensated for the in-class time only. Programs located more than 30 miles away; personnel will also be compensated for their travel time.
- 3.3.5.3. **Programs that span both on-duty and off-duty days** – *Applies to out-of-town educational programs only.* Once approved, the staff member will be placed on special detail to attend the program. Compensation will be the higher of the two: 1) wages equal to the shifts the employee was scheduled to work, or 2) the total in-class time plus travel time paid at the converted rate (wage * 1.35). It is the intent of the District that employees should not see a reduction in their compensation while attending approved educational programs.
- 3.3.5.4. All staff attending approved Tier-One or Tier-Two educational programs will also be noted as on “Other Activity” (OA) for any incident the District responds on during the program period making them eligible for Firefighter’s Relief Association (Section 2.4) and Annual Incentive Bonus (Section 3.XX) programs.
- 3.3.6. Overtime compensation must be authorized in advance by the Fire Chief.

Section 3 - 2

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District’s sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT
EMPLOYEE POLICY AND BENEFIT GUIDELINES
SECTION 3.0 WAGES, INCENTIVES AND REIMBURSEMENTS
REVISED 11-20-2008

- 3.3.7. Each employee will be furnished an accounting of activities each 28-day pay period. Personnel are required to verify for correctness and make note of any errors found and return a copy to the Chief within 5 working days of pay day.

3.4. WAGE REVIEWS

- 3.4.1. Salary reviews will be presented to the Board of Trustees for consideration during the December board meeting, to include the following:

- 3.4.1.1. Annual Cost of Living Adjustments (COLAs)
- 3.4.1.2. Recommended individual staff Step increases – if warranted by a positive annual performance evaluation.

3.5. INCENTIVES

- 3.5.1. For all responses made by a Firefighter who is off duty, \$1.00 will be paid to the Shawnee Heights Fire District Firefighter's Relief Association following the end of June each year. The past 12 calendar months (July 1 through June 30) will be used to calculate the amount.
- 3.5.2. At each Annual Banquet in November, \$3.00 will be paid to all current employees for each off-duty response that is made, as well as for each off-duty drill attended. The past 12 calendar months (November 1 through October 31) will be used to calculate the amount.

3.6. REIMBURSEMENTS

- 3.6.1. A meal allowance will be paid as follows:
 - 3.6.1.1. Thirty dollars (\$30) per day, for out-of-town travel on authorized District business that extends over multiple days. *
 - 3.6.1.2. Ten dollars (\$10), for out-of-town travel on authorized District business on single day events. *
 - 3.6.1.3. * Meal allowances will be adjusted for programs that include meals as part of the package.
- 3.6.2. Mileage will be paid at the current IRS rate for round-trip travel on District business, except incident responses. Mileage reimbursement authorization must be approved in advance by the Chief or his designee. Mileage reimbursement forms must be submitted to administration by the 15th of the following month.

This Section of the Employee Policy and Benefit Guidelines has been approved through Board action taken during the monthly BOT meeting held on November 20, 2008.

Section 3 - 3

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.



SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

REVISED 11-20-2008

Section 4.0 Family and Medical Leave Act

4.1. GENERAL

4.1.1. The Shawnee Heights Fire District is committed to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). The FMLA requires that the Shawnee Heights Fire District provide eligible employees with unpaid family or medical leave of up to 12 work weeks during any 12-month period.

4.2. ELIGIBILITY

4.2.1. An employee shall be considered eligible to take medical leave under this policy if they have worked for the Shawnee Heights Fire District for at least one consecutive year and have performed at least 1,250 paid hours of service during the twelve (12) month period immediately preceding the date of the qualifying event..

4.3. QUALIFYING EVENTS

4.3.1. Under this policy an employee who is eligible to take medical leave shall be permitted to take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for one or more of the following:

- 4.3.1.1. Because of the birth of, and to care for that newborn;
- 4.3.1.2. Because of the placement of a child with the employee for adoption or foster care;
- 4.3.1.3. To care for a spouse, daughter, son, or parent of the employee (hereafter, collectively "family member") if that person has a serious health condition; or
- 4.3.1.4. Because of the employees own serious health condition which makes the employee unable to perform the functions of his or her position.

4.3.2. A serious health condition is any illness, injury, impairment, or physical or mental condition that involves: (1) Inpatient care in a hospital, hospice, or residential care facility, or any subsequent treatment in connection with such inpatient care; or (2) Continuing treatment by a health care provider involving incapacity for three days or more as defined by the FMLA or applicable state law.

Section 4 - 1

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 4.0 FAMILY AND MEDICAL LEAVE ACT

REVISED 11-20-2008

4.4. DOCUMENTATION OF QUALIFYING EVENT

4.4.1. Employee's Own Serious Health Condition

4.4.1.1. An employee requesting leave because of his/her own serious health condition is required to provide certification from his/her health care provider stating:

- The date on which the serious health condition commenced;
- The probable duration of the health condition;
- That the employee is continuing to see a medical care provider for treatment of his/her serious health condition; and
- The description and appropriate medical facts regarding the condition.

4.4.1.2. The Shawnee Heights Fire District may, at its option, require and pay for the opinion of a second health care provider.

4.4.2. Serious Health Condition of Family Member

4.4.2.1. An employee requesting leave because of his/her need to care for the serious health condition of a family member must provide the following information:

- Identification of the family member and the member's relation to the employee;
- A statement indicating that the employee is needed to care for the family member;
- The estimated time off that the employee will need to attend to the family member; and
- The appropriate medical facts regarding the condition.

4.5. REQUESTING LEAVE

4.5.1. An employee requesting leave under the FMLA must give 30 days' notice to the Fire Chief and receive approval for the same where practical and possible to do so. If the event necessitating the leave becomes known less than 30 days prior to the requested leave date, the employee shall provide notice of the leave within one or two business days of learning of the need for the same.

4.5.2. An employee seeking leave under the FMLA shall complete the "Employee Notice and Request For Family and Medical Leave" form and provide the appropriate documentation verifying the reasons for the leave. Any request for leave based on a serious health condition, whether it involves the employee or a family member, must be made in a timely manner and supported by the medical certification information such as the date the condition commenced, the probable duration of the condition, and the appropriate medical facts relating to the condition. This documentation must be provided to the Fire Chief within 15 days of the requested medical leave. If an employee fails to provide in a timely manner the necessary documentation and the "Request for Leave of Absence" form, then the leave request may be denied.

Section 4 - 2

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.

SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

SECTION 4.0 FAMILY AND MEDICAL LEAVE ACT

REVISED 11-20-2008

- 4.5.3. If the Shawnee Heights Fire District becomes aware of an event that may qualify the employee to take leave pursuant to the FMLA the Shawnee Heights Fire District will provide the employee with the necessary paperwork and the "Employee Notice and Request For Family and Medical Leave" form for the employee to fill out. The employee will then be required to return the "Employee Notice and Request For Family and Medical Leave" form and the supporting documentation to the Fire Chief within 15 days of the date that such paperwork was submitted to the employee. If an employee fails to provide in a timely manner the necessary documentation and the "Employee Notice and Request For Family and Medical Leave" form, then the leave request may be denied.

4.6. PAID TIME OFF DURING LEAVE

- 4.6.1. An employee electing to take time off pursuant to the FMLA is entitled to take up to a total of 12 work weeks of leave. If an employee has either sick leave or vacation benefits, the sick leave and/or vacation benefits must be utilized by the employee as part of their FMLA leave. These benefits will be utilized in the following order:
- 4.6.1.1. To the extent an employee has accumulated sick leave benefits, the employee must first utilize their accrued sick leave benefits for part or all of his/her time off pursuant to the FMLA.
- 4.6.1.2. Once an employee has exhausted their sick leave, then to the extent an employee has accumulated vacation benefits, the employee must next utilize their accrued vacation leave for part or all of his/her time off pursuant to the FMLA.
- 4.6.1.3. Once an employee has utilized all of their applicable sick leave and vacation benefits, then said employee will be on unpaid status for whatever time remains of their FMLA leave.

4.7. BENEFITS DURING LEAVE

- 4.7.1. An employee on FMLA leave will be retained on the Shawnee Heights Fire District's insurance plans on the same conditions as active employees. If the employee is to make any payments for insurance premiums, the employee will need to make arrangements with the Fire Chief for the payment of the employee's portion of the insurance premium.
- 4.7.2. An employee's sick leave and vacation benefits will continue to accrue while the employee is on paid FMLA leave. However, once an employee has exhausted all of their paid leave and is placed on unpaid FMLA leave, then the sick leave and vacation benefits will cease accruing.

4.8. RETURN TO WORK

- 4.8.1. As determined by the business needs of the Shawnee Heights Fire District, an employee who takes leave under this policy, upon timely return, may be restored to either the same or an equivalent position with equivalent employment benefits, pay, and other terms and conditions.
- 4.8.2. This policy does not alter the employment-at-will status of any employee, nor is this policy intended to afford an employee any greater rights and or privileges of employment than an employee who is not on FMLA leave.

This Section of the Employee Policy and Benefit Guidelines has been approved through Board action taken during the monthly BOT meeting held on November 20, 2008.

Section 4 - 3

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.



SHAWNEE HEIGHTS FIRE DISTRICT

EMPLOYEE POLICY AND BENEFIT GUIDELINES

REVISED 11-20-2008

EMPLOYEE ACKNOWLEDGEMENT

I have read and understand the Shawnee Heights Fire District's Employee Policy and Benefit Guidelines, and acknowledge that a copy of the document is provided for my review at each of the District's fire stations or upon request from administration.

Signature

Date

Printed Name

This Section of the Employee Policy and Benefit Guidelines has been approved through Board action taken during the monthly BOT meeting held on November 20, 2008.

Section 5-1

The information contained in this document is provided to assist in handling issues that may arise, but shall not be considered a binding contract or agreement. The Shawnee Heights Fire District may cancel or modify any provision or guideline contained herein at any time, in the Shawnee Heights Fire District's sole discretion, with or without notice. Any and all employment with the Shawnee Heights Fire District is at will, and may be terminated at any time, with or without cause, by either the employee or the Shawnee Heights Fire District. The policy of at-will employment can only be modified in a written agreement signed by the Board of Trustees of the Shawnee Heights Fire District.