

LSLFPD ADMINISTRATIVE ASSISTANT AGREEMENT

THIS AGREEMENT, made and entered into this the 7th day of December, 2015 and effective the 1st day of January, 2016, by and between:

The **Lake Saint Louis Fire Protection District**, a political subdivision of the State of Missouri, acting through the District's Board of Director's (hereinafter referred to as the "LSLFPD" or "the District"); and

Michelle Wilfong (hereinafter referred to as "Employee,"),

Both Parties understand and agree as follows:

WHEREAS, the LSLFPD desires to employ the services of Employee as the Administrative Assistant with the Lake Saint Louis Fire Protection District, Lake St. Louis, Missouri; and

WHEREAS, both LSLFPD and Employee agree that it is appropriate to enter into this agreement in order to provide benefits, conditions of employment and the terms of employment; and

WHEREAS, Employee desires to accept employment as the Administrative Assistant with the Lake Saint Louis Fire Protection District;

NOW, THEREFORE the **Lake Saint Louis Fire Protection District** does hereby employ the services of **Michelle Wilfong** as its Administrative Assistant under, and in accord with the following terms and conditions:

SECTION 1: DUTIES

The Employee shall provide the following services to the District in a competent, efficient, and timely manner:

- A.** Provide secretarial and administrative support to the District.
- B.** Prepare and maintain District reports, records, files, and correspondence of both a routine and non-routine administrative or confidential nature, including personnel and payroll records.
- C.** Properly handle and store District confidential information.
- D.** Handle inquires and telephone calls, and directs them to the appropriate personnel.
- E.** Perform duties of the District's bookkeeper and payroll clerk.
- F.** Assist the District's management team in monitoring the budget.
- G.** Compose, prepare, and type letters, reports, memoranda, and other documents as directed.
- H.** Take and transcribe various District information, reports, and materials from oral dictation or from dictating equipment.

- I. Arrange District appointments and make required reservations.
- J. Prepare information packets for District meetings.
- K. Write requisitions, obtains purchase order numbers, and obtains quotes for District office supplies and equipment.
- L. Perform duties of District Recording Secretary at all District Board and/or Committee meetings.
- M. Perform duties of the District's Records Custodian.
- N. May maintains records of all District transactions.
- O. Perform the duties of the District's bookkeeper
- P. Perform other related duties relating to District business as assigned by the Board of Directors or the Fire Chief, or their respective designees.

SECTION 2: PERFORMANCE AND GENERAL RESPONSIBILITIES.

The Employee shall at all times:

- A. Comply with all applicable local, state, and federal laws as well as all applicable LSLFPD policies and SOGs in the performance of the Employee's duties.
- B. The Employee shall comply with all applicable local, state, and federal laws in the Employee's private affairs.
- C. The Employee shall not commit any illegal, offensive, or immoral act that will bring disrepute to the LSLFPD.
- D. The Employee shall devote the amount of time and energy which is reasonably necessary to discharge official duties. Any secondary work shall not interfere with scheduled LSLFPD meetings or the Employee's basic obligations to the LSLFPD.
- E. The Employee agrees not to discriminate against any member or employee because of his or her race, color, age, sex, disability, veteran status, national origin, religion or union affiliation, all in accordance with applicable law.
- F. The Employee agrees to follow all other rules, regulations or policies of the LSLFPD that are not in direct conflict with this employment agreement.

SECTION 3: SALARY AND OTHER COMPENSATION

The Employee shall receive as compensation for her services under this Contract at the salary rate of pay shall be Fifty One Thousand Seven Hundred Sixty Dollars (\$51,760) annually. During the 1st week of December the Employee will receive a Longevity Payment equal to 1.0% of the base annual salary and shall be issued on a check separate from employee's regular paycheck.

For the Contract Year of 2016, the employee shall receive a cost of living adjustment of \$3,000 payable by January 15th of 2016.

SECTION 4: HOURS OF WORK

Employee agrees to devote the amount of time and energy that is reasonable for Employee to faithfully perform the duties of Administrative Assistant under this agreement

SECTION 5: COMP TIME / BOARD OF DIRECTORS MEETINGS

Employee shall be compensated with compensatory time accrued while performing recording secretary duties that do not fall within employees normal Forty (40) hours of work. Compensatory time will be equal to actual hours accrued. Compensatory time must be approved prior to use by the District's Fire Chief.

SECTION 6: VACATION / PERSONAL DAYS / HOLIDAYS AND SICK LEAVE

- A.** Employee shall be credited with 10 paid vacation days per year, credited on January 1st of each year. Employee shall be allowed to bank a total of 10 days vacation. At the end of the year, days earned and not used in excess of the 10 days allowed to be banked will be lost and no compensation given. Employee shall be entitled to payment of unused banked vacation at the time of termination, retirement, resignation or death.
- B.** Employee shall be credited with 2 paid personal day per year, credited on January 1st of each year. At the end of the year personal days not used will be lost and no compensation given.
- C.** The Employee shall be granted the same paid Holidays as other employees of the Fire District in accordance with the current working agreement between the LSLFPD and the labor union.
- D.** The Employee shall be credited with 6 paid sick days per year, credited on January 1st of each year. Employee shall be allowed to use sick leave in the same manner as other employees of the fire district in accordance with the current working agreement between the LSLFPD and the labor union. Accrued sick leave shall be paid according to the sick leave policy in accordance with the current employee handbook/working agreement between the LSLFPD and the employees/labor union at the time of retirement, death, or termination with the following exception: number of days shall be capped at 50.23.

SECTION 7: FUNERAL, MILITARY AND COURT LEAVE / JURY DUTY

Funeral Leave: Any Employee covered by this agreement shall receive up to 2 consecutive days paid funeral leave in the event of the death of an immediate family member.

An immediate family member shall be defined as a spouse, child, step-child, grandchild, brother, sister, parent, step-parent, mother/father-in-law, sister/brother-in-law, grandparent and grandparent of a spouse, domestic partners and their parents.

Additional time, if needed, may be granted on an individual basis. This time will be charged to vacation time, sick time, personal days or taken without pay. Additional time is subject to approval by the Fire Chief.

Military Leave: The District agrees to provide Employees unpaid leave for military purposes. Said leave must be accompanied by military documentation requesting such leave. Upon the Employee's return they shall be reinstated at their previous position and current rate of pay for said position. Employees can use any available vacation or personal leave time if they wish during military leave. Likewise, employees can utilize trade time to cover the employees assigned shift in accordance with the exchange of duty article.

Jury Leave: The District agrees that any Employee called to serve on a petit jury shall receive their regular daily rate of pay for each day they are absent from duty. The Employee must remit any money received from the court to the District. Upon release from jury duty the Employee is expected to return to work within a reasonable time as determined by the Fire Chief. A copy of the jury duty notice will be submitted to the Employees' immediate supervisor when received, and he/she will forward to the Fire Chief.

Court Leave: Any Employee, whether off duty or on duty, who is required to appear in court or at an administrative hearing on official district business shall be paid their regular rate of pay during such appearance. The District agrees to pay all actual expenses incurred for parking, mileage and hotel for said appearance.

Any Employee required to appear in court or an administrative proceeding on personal business may be granted leave without pay, or will be able to take any available vacation and/or personal days.

SECTION 8: DIABILITY, HEALTH, VISION, DENTAL AND CAFETERIA STYLE INSURANCE PLANS

The employee shall be held to the same policies concerning Short-Term and Long-Term Disability Insurance, Health Insurance, Vision Insurance, Dental Insurance and the Cafeteria Style Insurance plans as other employees of the fire district in accordance with the current working agreement between the LSLFPD and the labor union.

SECTION 9: TOBACCO USE / SUBSTANCE ABUSE

The Employee shall be held to the same polices concerning Tobacco Use and Substance Abuse as other employees of the fire district in accordance with the current employee handbook/working agreement between the LSLFPD and the employees/labor union.

SECTION 10: PENSION PLAN, 457(k) RETIREMENT PROGRAM AND LIFE INSURANCE

Pension Plan: The Lake St Louis Fire Protection District has adopted a “Qualified Prototype Nonstandard Profit Sharing Plan” to provide the Employees with additional income for retirement.

A five-member pension board will be established in January of each year. The Board of Directors will be presented with three names from members in the plan, and the Board will select the remaining two members from this list pursuant to RSMo 321.800.

457(k): The Fire District provides eligible Employees with a 457(k) Qualified Retirement plan that is a means of long-term savings for the Employee’s retirement.

The Employee can obtain a copy of the Summary Plan Description, which contains the details of the plan including eligibility and benefit provisions from the Fire Chief. In the event of any conflict in the description of the plan, the official plan documents, which are available for the Employee’s review, shall govern. If the Employee has any questions regarding this plan, the Employee must contact the plan administrator.

Life Insurance: Primary Life Insurance is offered via the Pension Plan. Please see the plan document located in the Fire Chief’s office for more information.

SECTION 11: DEATH DURING TERM OF EMPLOYMENT

If Employee dies during the term of this contract, the LSLFPD shall pay to the Employee’s estate all compensation which would otherwise be payable to the Employee up to the date of Employee’s death.

SECTION 12: REMOVAL AND SEVERANCE PAY

- A.** The LSLFPD may terminate Employee’s employment hereunder in writing for insubordination, misconduct, or other just cause. The written notice shall specifically set forth the cause of termination.
- B.** If Employee’s employment is terminated for insubordination, misconduct, or just cause pursuant to this section, the LSLFPD shall have no further financial obligation to Employee pursuant to this agreement.
- C.** The Employee may be terminated without cause and if so terminated, the Employee’s remedies shall be limited to six (6) months of pay.

SECTION 13: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Directors in consultation with the Employee, may modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or

appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, LSLFPD ordinances or any other law.

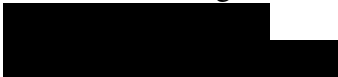
SECTION 14: NO REDUCTION OF BENEFITS

The LSLFPD shall not at any time during this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree that such reduction are across-the-board for all employees of the LSLFPD or the result of unilateral changes or reductions in plan benefits on the part of the benefit provider. The LSLFPD will notify the Employee of any such changes before they go into effect.

SECTION 15: NOTICES

Notices pursuant to this agreement shall be given by United States Registered Mail, postage prepaid, addresses as follows:

1. Employer: Lake St. Louis Fire Prot. Dist.
Board of Directors
2533 Lake St. Louis Blvd.
Lake St. Louis, MO 63367
(or current mailing address)
with a copy to each Director at his or her residential address.

2. Employee: Michelle Wilfong


Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service, or as of the date of receipt of such written notice into the United States Registered Mail Service.

SECTION 16: ASSIGNMENT

The rights and obligations of the LSLFPD under this agreement are **personal** and shall be binding **upon any successor** authority of the Lake Saint Louis Fire Protection District.

SECTION 17: MISCELLANEOUS

This Agreement shall constitute the entire agreement of the parties and may only be amended in writing. No oral agreement or arrangement, not put in writing shall have any force and effect; provided, however, that ordinances for the LSLFPD or amendment thereto shall automatically be incorporated, except as otherwise expressed therein, into the terms and provisions of the Agreement.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

Employee agrees to provide at least thirty (30) days written notice to the Board of Directors prior to resignation or retirement.

The Employee is not a beneficiary of any labor agreement between the LSLFPD and any union.

This contract shall be governed and construed in accordance with the internal laws of the State of Missouri.

SECTION 18: DURATION OF AGREEMENT

The terms of this Agreement shall remain in full force and effect from January 1st, 2016 until midnight on December 31st, 2016.

The Lake Saint Louis Fire Protection District has caused this agreement to be signed and executed in its behalf by its Board of Directors and duly attest to by a notary public; and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Lake Saint Louis Fire Protection District

Employee

By: _____
Michael C. Pendergast, Chairman

Michelle Wilfong

Richard Thurwachter, Board Member