

LSLFPD FIRE MARSHAL EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 5th day of December, 2011, and effective the 1st day of January, 2012, 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"); and

Donald G. Reitz, (hereinafter referred to as "Employee,"),

Both Parties understand and agree as follows:

WHEREAS, the LSLFPD desires to employ the services of Employee as the Fire Marshal of 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 term of employment; and

WHEREAS, Employee desires to accept employment as Fire Marshal of the Lake Saint Louis Fire Protection District;

NOW, THEREFORE the **Lake Saint Louis Fire Protection District** does hereby employ the services of **Donald G. Reitz** as its Fire Marshal under, and in accord with the following terms and conditions:

SECTION 1: DUTIES

As Fire Marshal, the Employee is hereby designated as the "Deputy Building Official" and "Deputy Fire Code Official" under the District's Fire Prevention and Building Codes ("the District's Codes"). The District's Fire Chief's is also authorized to designate the Employee the Fire Chief's representative to serve as Building Official and Fire Code Official from time to time. The Inspector shall perform the duties of the Deputy Building Official, Deputy Fire Code Official, Building Official, and Fire Code Official, as the case may be, using his best efforts to achieve the highest degree of timeliness, efficiency, accuracy, and completeness in the actions required of such Officials under the District's Codes. The Inspector shall satisfactorily perform all functions, duties, activities required to successfully accomplish these functions and duties, including but not limited to the following:

- (1) Obtain high degree of knowledge of the contents and requirements of the District's Codes.
- (2) Perform inspections to ensure that new construction and alterations in private and public buildings are in compliance with established codes, laws, and regulations.

- (3) Inspect plans, specifications, and permits for proposed projects.
- (4) Review proposed construction plans and documents to determine compliance with applicable laws, regulations, and codes.
- (5) Issue written notices of code violations requiring corrective action.
- (6) Interact with architects, engineers, property owners, and contractors to explain and interpret, the building codes, laws, and regulations.
- (7) Gather evidence and prepare written and oral reports on reported and observed code violations.
- (8) Testify at hearings or court cases related to violations of codes, laws, or regulations.
- (9) Complete Inspector's daily activity log of inspections and findings.
- (10) Administer the District's Building Inspection and Plan Review Program.
- (11) Report directly to the District's Fire Chief to discuss the status of the District's Building Inspection and Plan Review Program and the Inspector's activities.
- (12) Prepare monthly reports to be presented to the District's Board through the Fire Chief.
- (13) Provide to the District such reasonable financial information relating to the Inspector's services as may be requested by the District from time to time, and, in the event the District reasonably requests any meeting with the Inspector to discuss budget related issues, the Inspector shall ensure that he will be present at the District's budget meetings concerning the District's Building Inspection and Plan Review Program.
- (14) Cooperate and coordinate with any City or County Code Officials in any tasks that fall within their respective corporate limits or jurisdictions.
- (15) Perform any other services required of the Deputy Building Official, Deputy Fire Code Official, Building Official, and Fire Code Official, as the case may be, under the District's Codes.
- (16) The Employee shall perform other legally permissible proper duties and functions as the Fire Chief or Board of Directors shall, from time to time, assign, including those contained in the specific job description of Fire Marshal as written in the LSLFPD Standard Operating Guidelines and Policies.
- (17) The Employee shall 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.

- (18) The Employee shall comply with all applicable local, state, and federal laws in the Employee's private affairs.
- (19) The Employee shall not commit any illegal, offensive, or immoral act that will bring disrepute to the LSLFPD.

SECTION 2: SALARY AND OTHER COMPENSATION

The base annual salary of the Employee for the year 2012 shall be \$45,500.00 starting on January 1st, 2012. Salary will be paid in accordance with the current working agreement between the LSLFPD and the labor union, including method of payment and appropriate payroll deductions. During the 1st week of December the Employee will receive a Longevity Payment equal to 0.5% of the base annual salary and shall be issued on a check separate from employee's regular paycheck.

SECTION 3: HOURS OF WORK

Employee agrees to devote the amount of time and energy that is reasonable for Employee to faithfully perform the duties of Fire Marshal under this agreement. The Employee shall devote a minimum of forty hours per week to the performance of the duties under this Agreement.

SECTION 4: PERSONAL INFORMATION / RESIDENCE AND RELOCATION EXPENSES

The Employee shall abide by the same personal information requirements as spelled out in the current working agreement between the LSLFPD and the labor union. The Employee shall maintain a residence that is located either within the District's boundaries, or within a fifteen minute normal drive-time from the District's boundaries.

SECTION 5: VACATION / PERSONAL DAYS / HOLIDAYS AND SICK LEAVE

- A.** Employee shall be credited with ten (10) vacation days for the year, credited as of January 1st each year. Employee shall be allowed to bank a total of ten (10) days vacation if contract is extended into the next year. At the end of the year, days earned and not used in excess of the ten (10) allowed to be banked, will be lost and no compensation given. Employee shall be entitled to payment of unused vacation at the time of termination, retirement, resignation or death. The Employee shall be required to take at least five consecutive business days of vacation each year.
- B.** Employee shall be credited with 2 personal days 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 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 sick days for the year, credited on January 1st 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 6: FUNERAL, MILITARY AND COURT LEAVE / JURY DUTY

The Employee shall be held to the same polices concerning Funeral Leave, Military Leave, Court Leave and Jury Duty as other employees of the fire district in accordance with the current working agreement between the LSLFPD and the labor union

SECTION 7: DISABILITY, HEALTH, VISION, DENTAL AND CAFETERIA STYLE INSURANCE PLANS

The Employee shall be held to the same polices 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 8: 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 working agreement between the LSLFPD and the labor union.

SECTION 9: PENSION PLAN, 457(k) RETIREMENT PROGRAM AND LIFE INSURANCE

The Employee shall be held to the same polices concerning district sponsored Pension Plan, 457(k) Retirement Program and Life Insurance Program as other employees of the fire district in accordance with the current working agreement between the LSLFPD and the labor union.

SECTION 10: PROFESSIONAL DEVELOPMENT AND PUBLIC RELATIONS

- A.** The Employee shall perform such public relations duties as assigned or approved by the LSLFPD.
- B.** The Employee shall also engage in professional development activities and continuing education. Such activities shall include any continuing education or professional development courses, seminars, symposium, or testing that the Employee believes will advance the Employee's and the Slip's professionalism. The direct cost of attending coursework may be paid for by the LSLFPD, provided that the Employee obtains advance approval and successfully completes the coursework in accordance with the District's current education / tuition reimbursement policy. .

SECTION 11: UNIFORMS

The Employee shall present a professional appearance while in public and acting in his capacity as Fire Marshal by wearing the Class "C" work uniform as spelled out in current LSLFPD policies and SOG's.

SECTION 12: 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 that would otherwise be payable to the Employee up to the date of Employee's death.

SECTION 13: REMOVAL

- A.** The LSLFPD may terminate Employee's employment hereunder in writing for any, or for no, cause. The written notice shall specifically set forth the cause of termination.
- B.** If Employee's employment is terminated the LSLFPD shall have no further financial obligation to Employee pursuant to this agreement.
- C.** If Employee is terminated for insubordination, misconduct, other just cause, then upon thirty (30) days written notice delivered by Employee to the LSLFPD, the Employee shall be entitled to a hearing in the presence of the Board of Directors.
 - 1. The hearing shall be informal and strict rules of evidence shall not apply.
 - 2. During the hearing the Board of Directors shall make findings of fact and determine if the Employee termination was for cause.
 - 3. Said decision shall be binding and final.
 - 4. The Board of Directors shall not have the power to add to, subtract from, modify or alter the terms of this Agreement in arriving at a decision.

5. Each party shall bear its costs of legal representation. The LSLFPD shall not be required to pay the Employee any additional sums for the time spent in attendance at the appeal hearing.
- D. The Board of Directors shall be empowered to reinstate the Employee with or without back pay in whole or in part as the circumstances warrant. Any award of back pay shall be reduced by employment compensation the Employee may have received.

SECTION 14: INDEMNIFICATION

The LSLFPD shall defend, save harmless and indemnify Employee against any tort, professional liability claim, civil demand or other civil legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Marshal of the Lake Saint Louis Fire Protection District, such duties to include all obligations and commitments as articulated in this Agreement; provided that:

1. the LSLFPD shall not be obligated to defend, indemnify or save harmless the Employee from the Employee's intentional or grossly negligent conduct; and
2. the LSLFPD shall not be obligated to defend, indemnify or save harmless the Employee from the any act or omission that is in violation of this agreement.

The LSLFPD has the right to compromise and settle any claim or suit filed against the Employee that falls within the LSLFPD's defense obligations.

SECTION 15: 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 16: 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 17: 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: Donald G. Reitz
223 Rue Grand Drive
Lake St. Louis, MO 63367
(or current mailing address)

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 18: 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 19: MISCELLANEOUS

- A. 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.

- B. 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.

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

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

SECTION 20: DURATION OF AGREEMENT

The terms of this agreement shall remain in full force and effect until midnight December 31st, 2012. The employee shall be responsible for submitting an Employment Agreement to the Board of Directors for consideration two (2) months before the end of this current agreement. The LSLFPD Board of Directors will have sixty (60) days to consider the contract for continued employment by the Employee with the Lake Saint Louis Fire Protection District.

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.

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

Lake Saint Louis Fire Protection District

Employee

By: _____
David J. Monahan, Chairman

Donald G. Reitz

Michael A. Schell, Treasurer

Ralph Clark, Secretary